

THIS SERVICE LEVEL AGREEMENT is made the day of 2008

BETWEEN

- (1) **NORTH YORKSHIRE COUNTY COUNCIL** of County Hall, Northallerton, North Yorkshire DL7 8AD ("**the WDA**") and
- (2) **CRAVEN DISTRICT COUNCIL** of Town Hall, Skipton, North Yorkshire, BD23 1AH ("**Craven**")
- (3) **HAMBLETON DISTRICT COUNCIL** of Civic Centre, Stone Cross, Northallerton, North Yorkshire, DL6 2UU ("**Hambleton**")
- (4) **HARROGATE BOROUGH COUNCIL** of Council Offices, Crescent Gardens, Harrogate, North Yorkshire, HG1 2SG ("**Harrogate**")
- (5) **RICHMONDSHIRE DISTRICT COUNCIL** of Swale House, Frenchgate, Richmond, North Yorkshire, DL10 4JE ("**Richmondshire**")
- (6) **RYEDALE DISTRICT COUNCIL** of Ryedale House, Malton, North Yorkshire, YO17 7HH ("**Ryedale**")
- (7) **SCARBOROUGH BOROUGH COUNCIL** of, Town Hall, St Nicholas Street, Scarborough, North Yorkshire YO11 2HG ("**Scarborough**")
- (8) **SELBY DISTRICT COUNCIL** of Civic Centre, Portholme Road, Selby, North Yorkshire, YO8 4SB ("**Selby**")

together the Waste Collection Authorities ("**the WCAs**")

WHEREAS

- A. The WDA and each of the WCAs have statutory functions in respect of waste disposal and waste collection and (with City of York Council) have been working together in a spirit of partnership under the aegis of the York and North Yorkshire Waste Partnership.
- B. The members of the York and North Yorkshire Waste Partnership have each committed to the terms of a joint municipal waste management strategy whereby they have agreed to achieve certain joint targets in relation to (amongst other things) recycling and composting of waste and diversion of biodegradable waste from landfill.
- C. The WDA and each of the WCAs are parties to and have committed to the principles contained in, a Statement of Agreed Principles which sets out the guiding principles for joint working between the WDA and WCAs on waste issues.

- D The WDA and the WCAs are, with others, members of the North Yorkshire Strategic Partnership and, in that capacity are parties to a Local Area Agreement (“LAA”) which contains, amongst other things, certain targets for the management of waste. The contents of this Agreement are complementary to the LAA and are not in substitution for the LAA.
- E The WDA has certain obligations in respect of reducing the amount of waste that is sent to landfill sites in accordance with the EU Landfill Directive. The WDA is allowed to landfill a certain amount of waste but if it exceeds its allocation it will be subject to fines. By working closely with the WCAs, the WDA is endeavouring to reduce its obligations under LATS.
- F. The WDA and the WCAs have agreed to enter into this Agreement to regulate the manner in which recyclable municipal waste and biodegradable municipal waste will be dealt with in future.

NOW in consideration of each of the other parties agreeing to enter into this Agreement and so doing **IT IS AGREED** as follows:

1. Definitions

- (1) In this Agreement, unless the context otherwise requires the following words will have the following meanings attributed to them

Act	Means the Environmental Protection Act 1990 as the same may be amended or extended from time to time
Delivery Point	has the meaning given in Clause 5;
Incentive	Has the meaning given in Clause 4;
LAA	Means the local area agreement entered into by the North Yorkshire Strategic Partnership;
Landfill Tax	means tax charged in accordance with Part III of the Finance Act 1996 and includes any like tax;
LATS	Landfill Allowance Trading Scheme;
MRF	Means a material recovery facility or as it is also known, a material re-cycling facility ;
Minimum Performance Levels or MPLs	Has the meaning given in Clause 3;
Strategy	means the Joint Municipal Waste Management Strategy; <i>Let’s Talk Less Rubbish</i> as amended and revised from time to time;

Waste Management Partnership means North Yorkshire County Council, City of York Council, Craven District Council, Hambleton District Council, Harrogate Borough Council, Richmondshire District Council, Ryedale District Council, Scarborough Borough Council and Selby District Council in their capacity as members of the York and North Yorkshire Waste Management Partnership;

Zones Has the meaning given in Clause 5

(2) In this Agreement

- (i) reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision;
- (ii) reference to the singular includes reference to the plural and vice versa;
- (iii) reference to any recital, clause, sub-clause or schedule is to a recital, clause, sub-clause or schedule (as the case may be) of or to this Agreement;
- (iv) reference to any gender includes a reference to all other genders;
- (v) references to persons include bodies corporate, unincorporated associations and partnerships and any reference to any other party who is an individual is also deemed to include their respective legal personal representatives;
- (vi) clause headings and rubrics are for convenience only and shall not affect the interpretation of this Agreement.

2. The Waste Strategy

The WDA and each of the WCAs shall at all times be and remain responsible for delivery of, and shall deliver, the elements of the Strategy which relate specifically to their respective statutory functions.

3. Waste Performance Levels

- 3.1 Under the Strategy, the WDA and the WCAs committed to attaining the following minimum performance levels of recycling/composting and diversion set out in this Clause 4. The WDA and the WCAs agree that these performance levels can best be reached through the promotion of waste minimisation, reuse and recycling and through the efficient collection of separated waste streams so as to minimise the residual fraction of household waste that is delivered to the WDA for final treatment and disposal.

3.2.1 The Strategy’s Minimum Performance Levels in relation to composting/recycling

In the year	Not less than the following percentage of household waste (by weight) collected by the WCAs, or third parties, or handled by the WDA through the HWRCs will have been removed from the waste stream through composting or recycling
2009/10	40%
2012/13	45%
2019/20	50%

3.2.2 The Strategy’s Minimum Performance Levels in relation to diversion

In the year 2012/13, at least 75% of the aggregate of all municipal waste collected by each WCA and the waste handled by the WDA through the HWRCs will have been finally disposed of otherwise than by being sent to landfill.

3.3.1 In order better to achieve the Strategy’s Minimum Performance Levels in relation to composting/recycling and diversion (together the “**MPLs**”), the WCAs agree that they will each seek to achieve not less than the minimum performance levels set out in the Local Area Agreement and repeated in Schedule 1 (“**the WCA MPLs**”). The WDA and the WCAs acknowledge that further WCA MPLs will need to be agreed to ensure delivery of the Strategy’s Minimum Performance Levels in years after those shown in Schedule 1.

3.3.2 In order better to achieve the Strategy’s Minimum Performance Levels in relation to composting/recycling and diversion, the WDA agrees that it will seek to achieve not less 55% recycling/composting at its HWRCs

4 Incentive

4.1 In order to encourage each WCA to achieve and exceed the MPLs, the WDA has agreed to make to each WCA in respect of any year of the term of this Agreement an incentive payment (“**Incentive**”) in the manner and on the basis set out in this Clause 4.

4.2 The Incentive will only be paid to those WCAs that have, in the relevant year, achieved at least the Common Performance Standard. The Common Performance Standard is the minimum percentage of household waste (by weight) collected by each WCA or third party and removed from the waste stream through **composting or recycling** (excluding any residues or rejects). Performance against the Minimum Performance Standard will be measured by reference to the combined audited Best Value Performance Indicators BV82a and BV82b. The Minimum Performance Standard is set out below:.

In the year	Common Performance Standard
2007/08	32.0%
2008/09	33.9%
2009/10	35.9%
2010/11	38.0%
2011/12	40.1%
2012/13	42.2%

- 4.3 The Incentive will be paid to each WCA in respect of its performance in diverting **biodegradable** waste from landfill in any year calculated by reference to the increased percentage of biodegradable household waste diverted by that WCA compared with the diversion performance of that WCA in the base year 2005/06. The table below shows examples of how the Diverted Amount is calculated.

	05/06	07/08	08/09	09/10	10/11
Total household waste collected in tonnes	100	110	120	100	80
Biodegradable waste diverted in tonnes	10	11	20	20	20
Biodegradable waste diverted as a percentage	10	10	16.7	20	25
Additional Diverted Amount as a percentage	N/A	0	6.7	10	15
Additional Diverted Amount in tonnes	N/A	0	8.00	10	12

- 4.4 For the purposes of this Agreement, the “**Diverted Amount**” is the amount by which the total amount by weight of biodegradable household waste that is collected by that WCA from households (ignoring for that purpose any waste deposited by householders at household waste recycling sites operated by or on behalf of the WDA or at any bring banks operated by or on behalf of the WDA) is less than the amount by weight of such waste so collected by that WCA in the year 1st April 2005 to 31st March 2006 (“**Base Tonnage**”) where such reduction is due to the efforts of that WCA in recycling or composting of waste.
- 4.5 The Incentive payable to a WCA in respect of its Diverted Amount is as set out in the table below:

Year	Amount payable by the WDA to the relevant WCA for that year in respect of each tonne of the Diverted Amount for that year
2008/09	£10
2009/10	£15
2010/11	£20
2011/12	£20
2012/13	£20

- 4.6 The Incentive is only payable in respect of tonnages actually diverted from landfill as a result of the collection activities of that WCA in that year – so that, for example, over performance in one year can not be carried forward to offset poor performance in a later year.
- 4.7 Each WCA will be responsible for providing accurate data and supporting evidence to demonstrate its performance hereunder and for keeping records of such matters as the WDA may from time to time require for the purposes of establishing that WCA's entitlement to payment of the Incentive and generally monitoring waste arisings and waste management, including (but not limited to):
- Weight of household waste collected
 - Weight of household waste removed from the waste stream through the activities of the WCA
 - Weight of household waste delivered to the WDA.
- 4.8 Any waste fractions treated by a MRF and sold or otherwise disposed of to recycling merchants will be deemed for the purposes of calculating a WCA's performance and Incentive to have been diverted by that WCA. A WCA's performance will be measured by reference to the tonnage of waste delivered on its behalf to that MRF less the proportionate amount (by weight) of any residues from the processing of the waste delivered to that MRF. Where a MRF receives waste from more than one WCA, or from other sources, each WCA shall agree between them and with the WDA an appropriate methodology to determine the proportion of residues attributable to each WCA, having regard to both the quantity of quality of waste delivered by each WCA. In the absence of any such agreement, residues will be apportioned to each WCA by the WDA in proportion to the quantity delivered.
- 4.9 Notwithstanding the other provisions of this clause 4, the Incentive payable to any WCA will be adjusted to take account of the agreement of the authorities to divert an agreed amount (the Agreed Amount) of available Incentive in any year to the Waste Partnership for the purpose of funding work intended to reduce or otherwise minimise waste (waste minimisation). In the first instance the Agreed Amount to be diverted will be £40,000. The remainder of the Incentive after deduction of the Agreed Amount will be distributed in accordance with the principles of this agreement.

5 Infrastructure

- 5.1 The WDA will, as soon as practicable after the date hereof put in hand the procurement (to the extent that the relevant facilities do not exist at the date hereof) of the following elements of infrastructure to assist the WCAs to achieve their performance levels:
- Delivery Points;
 - material recovery facilities ("MRFs")

The procurement of those items of infrastructure will be on the basis set out in this Clause 5.

- 5.2 It is recognised that a WCA may have made, or may make alternative arrangements with the private sector for the provision of a MRF and that these arrangements may continue.
- 5.3 The WDA will make available to each WCA a Delivery Point (or Points), being a place (or places) to which the WCA may deliver, from its waste collection vehicles, municipal solid waste and from which that waste will be transported by the WDA for treatment and disposal.
The WCA will be able to deposit all household waste free of charge and shall pay such fee as the WDA may reasonably require (pursuant to S52 (9) of the Act) in respect of the disposal (including haulage and/or treatment) of commercial and industrial waste. The basis on which commercial and industrial waste will be dealt with is set out in Schedule 3. Delivery by a WCA of waste to a Delivery Point shall discharge its duty in that regard pursuant to s 48 (1) of the Act and a notice from the WDA to a WCA informing it of the location of its Delivery Point will discharge the WDA's obligation to give a direction under S51 of the Act. The WDA may, from time to time, nominate different Delivery Points for the delivery of green waste and / or recyclables. Notwithstanding that the WDA may nominate a Delivery Point for Green Waste, if any WCA has already entered into arrangements for the composting of its green waste it may continue such arrangements.
- 5.4 The Delivery Points will be located at such places as may be practicable within the zones set out in Schedule 2 ("**Zones**"). In locating the Delivery Points regard has been had to the following criteria:
- (a) population densities;
 - (b) land use planning policies;
 - (c) availability of land; and
 - (d) proximity of Delivery Points to other Delivery Points.
 - (e) existing arrangements
- 5.5 Whilst it is intended that there will be at least one Zone within each WCA's area, the boundary of the Zone will not necessarily be restricted to any WCA's boundary or area.
- 5.6 In the event that an agreed Delivery Point is not (excluding by reason of force majeure) available for the reception of waste, the WDA shall reimburse the relevant WCA's reasonable and justified costs incurred in using an alternative Delivery Point in accordance with an agreed contingency plan. For the avoidance of any doubt, no reimbursement of costs shall apply where an alternative Delivery Point is within the relevant Zone irrespective of whether the site of the alternative Delivery Point is inside the boundary of the relevant WCA's area.
- 5.7 If the WCAs so request the WDA will, if practicable and consistent with the Strategy, provide facilities at a Delivery Point for bulking of recyclables and it shall be entitled to recover from any WCA using those facilities any associated capital and operating costs.

- 5.8 The question as to whether or not a MRF will best enable the WCAs (or any of them) to attain their targets is a matter for the WCAs to decide. If the WCAs so request the WDA will, if practicable and consistent with the Strategy procure the construction of a MRF. The WDA will make any such MRF available to those WCAs that requested it on terms to be agreed at the time and shall recover the capital and operating costs of the MRF over its life from those WCAs.
- 5.9 The WCAs will be responsible for ensuring that their personnel and contractors comply with the operating requirements in force at the Delivery Points (including but not limited to those in respect of health and safety) from time to time and notified by the WDA or its contractor.
- 5.10 The WCAs will co-operate with the WDA or its contractor to ensure that deliveries are made to the Delivery Points in such a way as to contribute to their efficient operation.

6 Statutory Functions

- 6.1 The WDA has a statutory power to direct the WCAs as to how the waste they collect is to be separated and delivered. The arrangements contemplated by this Agreement are without prejudice to, and the operation of this Agreement is not a waiver of, that power.
- 6.2 Each WCA has a statutory right to receive 'recycling credits' (being in general terms a payment to reflect the saving made by the WDA in the cost of its waste disposal operations when WCAs divert waste from the waste stream by recycling or composting). The operation of this Agreement is not intended to extinguish or be a waiver of such right.
- 6.3 The parties will co-operate with a view to obtaining planning and other permits necessary for the delivery and operation of the infrastructure to be provided hereunder.

7 Waste Minimisation

- 7.1 The WDA will work with the WCAs through the York and North Yorkshire Waste Partnership to provide initiatives to promote good recycling practices throughout the county of North Yorkshire.
- 7.2 Each WCA will use its statutory powers (for example but without limitation) to require different wastes to be placed in different containers and to control side waste, so as to facilitate the delivery of the aims of the Strategy.

8. Joint Responsibilities

- 8.1 The WDA and each of the WCAs will use their best endeavours to work with each other to ensure that areas of common or shared interest or responsibility which form part of the Strategy are delivered effectively. These areas of common or shared interest or responsibility include, but are not limited to,

waste awareness and education, communications and promotions, programme management, waste minimisation, community sector engagement and capacity building, and market development.

- 8.2 The WDA and each of the WCAs shall use best endeavours to:
- (a) ensure that appropriate representation is made at the relevant meetings of the Waste Management Partnership. For the avoidance of doubt, such representation shall be at both Member and Officer level.
 - (b) ensure that its policies and practices do not conflict with those of any other party to this agreement and wherever possible that the policies reflect those of the majority of the parties to this agreement.
 - (c) develop joint policies in respect of areas of common interest.
- 8.3 The WDA and each of the WCAs shall develop plans to implement the Strategy and any associated agreements (including but not limited to the LAA and any agreement relating to a MRF pursuant to Clause 5 hereof). It is acknowledged that such plans will need to be approved and developed jointly and the parties will use best endeavours to approve and develop such plans.
- 8.4 The WDA and each of the WCAs shall for the duration of this agreement continue to engage in dialogue with their respective communities in respect of the Strategy to ensure the Strategy remains relevant and is being implemented according to community expectations. Each of the parties will engage with stakeholders where to do so furthers the objectives of the Strategy.
- 8.5 The WDA and each of the WCAs will work together to ensure that the WDA meets its targets under LATS.

9. **WCAs' General Obligations**

The WCAs shall be responsible for determining the preferred method of collecting recyclable and green garden waste provided always that the WCAs shall have regard to the need to meet the Minimum Agreed Standards for the collection of recyclable and green garden waste and the need for the parties to work towards an agreed common output specification. Each of the WCAs shall be responsible for the development of such systems as are required in respect of kerbside collection. In determining the method of collection, the WCAs shall have regard to the following:

- (a) The development, as far as is practicable of common solutions and practises across the Strategy area.
- (b) separating high quality materials suitable for placing into high value, long term and sustainable markets;

- (c) achievement of the maximum amount of recycling for available resources;
- (d) targeting as wide a range of recyclable materials as possible;

recognising in each case that the requirements of best value may mean that it is necessary, from time to time, to seek a balance between the above considerations.

10. Clinical Waste and Special/Hazardous Waste for Disposal

- 10.1 The parties acknowledge that some Delivery Points may be restricted in their ability to receive clinical and/or hazardous waste.
- 10.2 Each WCA is responsible for agreeing the operational arrangements with the WDA in respect of reception of clinical and hazardous waste.
- 10.3 A WCA may elect for the WDA to procure the collection of hazardous waste on behalf of the WCA using a contractor. The costs of collection will be met by the WCA, with the WDA paying for disposal:
- 10.4 Any arrangements concerning the collection of hazardous and clinical waste shall be recorded in a separate agreement.

11. Waste Volume Service Plan (WVSP)

- 11.1 Each WCA and the WDA shall prepare an annual five-year WVSP. This WVSP will give estimates of the amounts of waste of each description that will be collected by the WCA and WDA (for example, co-mingled dry recyclables, green garden waste, separated glass). The format of the WVSP shall be agreed by the WCAs and the WDA jointly.
- 11.2 Each WCA and the WDA shall update its WVSP annually by rolling it forward one year. This shall be completed in draft form by the end of August in each year and the data confirmed by the end of December.
- 11.3 In formulating the WVSP, each WCA and the WDA shall take into account:
 - the variation between projected and previous tonnages;
 - physical capacities and constraints in respect of the Waste Infrastructure;
 - costs associated with processing additional quantities of materials;
 - lead time associated with providing/modifying the necessary Waste Infrastructure.
- 11.4 In considering the overall impact of a WCA's and the WDA's aspirations as set out in the WVSP, account should be taken of the cumulative impact of the WVSPs of other WCAs considered on a countywide basis.

12. Promotional Activities

Provided there is available finance, the WDA and the WCAs shall work together on joint waste promotion and education exercises to raise awareness of integrated waste management in North Yorkshire.

13. Household Waste Recycling Centres (HWRCs)

13.1 The WDA will provide a network of HWRCs across the area of the WDA in accordance with S51(2) of the Environmental Protection Act 1990. These HWRCs shall primarily be for the receipt of household waste not collected by the refuse collection service provided by a WCA.

13.2 The WDA shall, as far as is practicable, seek to achieve integration of the HWRC service with special household collections provided by the WCA. The WDA will maximise opportunities for the processing of special or bulky household collections via the HWRC services in order to maximise the recycling of such wastes.

14. Future Contracts

It is intended that that where pooling resources and/or materials offers economies of scale for the WDA and the WCAs, the parties will seek to enter into joint arrangements and/or contracts so that both parties benefit from such economies of scale. For the avoidance of any doubt, neither the WDA nor the WCAs are obliged to enter into any joint arrangement or contract where there is no demonstrable benefit.

15. Notices

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class prepaid letter or facsimile transmission and shall be deemed to have been served if by personal delivery when delivered if by first class post 48 hours after posting and if by facsimile transmission when dispatched. Notice may not be given by e-mail and e-mail shall not constitute writing for the purposes of this agreement.

16. Assignment

The parties may not assign their rights or obligations in whole or in part hereunder without the prior written consent of the other parties.

17. Further assurance

The parties shall and shall use their respective reasonable endeavours to procure that any necessary third parties shall so execute and perform all such further deeds documents assurances acts and things as any of the parties

may reasonably require by notice in writing to the others to carry the provisions of this agreement into full force and effect.

18 Entire agreement

This agreement and the documents referred to herein constitute the entire agreement between the WDA and the WCAs with respect to the matters dealt with therein and supersedes any previous agreement between the WDA and the WCAs in relation to such matters. Each of the WDA and WCAs hereby acknowledges that in entering into this agreement it has not relied on any representation, undertaking, or warranty save as expressly set out herein or in any document referred to herein. No variation of this agreement shall be valid or effective unless made by one or more instruments in writing signed on behalf of each of the parties.

19 No partnership

Nothing in this agreement shall constitute or be deemed to constitute a partnership between the WDA and the WCAs, or to authorise any party to act as agent for the other, and, save as set out herein, no party shall have any authority to bind any other party in any way.

20 Waiver

No failure to exercise and no delay in exercising on the part of any of the parties of any right power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the exercise of any other right power or privilege. The rights and remedies provided in this agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

21 Rights of third parties

No person shall become entitled to enforce the provisions of this agreement who would not have been so entitled but for the enactment of the Contracts (Rights of Third Parties) Act 1999 and for the avoidance of doubt it is hereby agreed that the provisions of the said Act shall not apply hereto.

22 Counterparts

This agreement may be executed in a number of counterparts all of which when taken together shall constitute a single instrument.

23 Law

This agreement shall be governed by and construed in accordance with English law and the parties hereto submit to the non-exclusive jurisdiction of

the English courts in respect of any dispute or matter arising out of or connected with this agreement.

23 Period and Review

This agreement shall be for 10 years from the date of signing and shall be reviewed after five years.

AS WITNESS the hands of the duly authorised representatives of the parties the day and year first above written.

Schedule 1

**Minimum Performance Levels
(Local Authority Agreement 1 Targets)**

Council	Minimum Recycling and Composting Performance (BV82a+b)		
	2007/08	2008/09	2009/10
Craven	28.2%	28.7%	28.7%
Hambleton	45.8%	51.5%	53.4%
Harrogate	21.9%	21.9%	21.9%
Richmondshire	34.5%	36.9%	38.2%
Ryedale	49.6%	49.7%	49.7%
Scarborough	28.6%	42.5%	42.5%
Selby	33.7%	36.2%	37.7%

Schedule 2

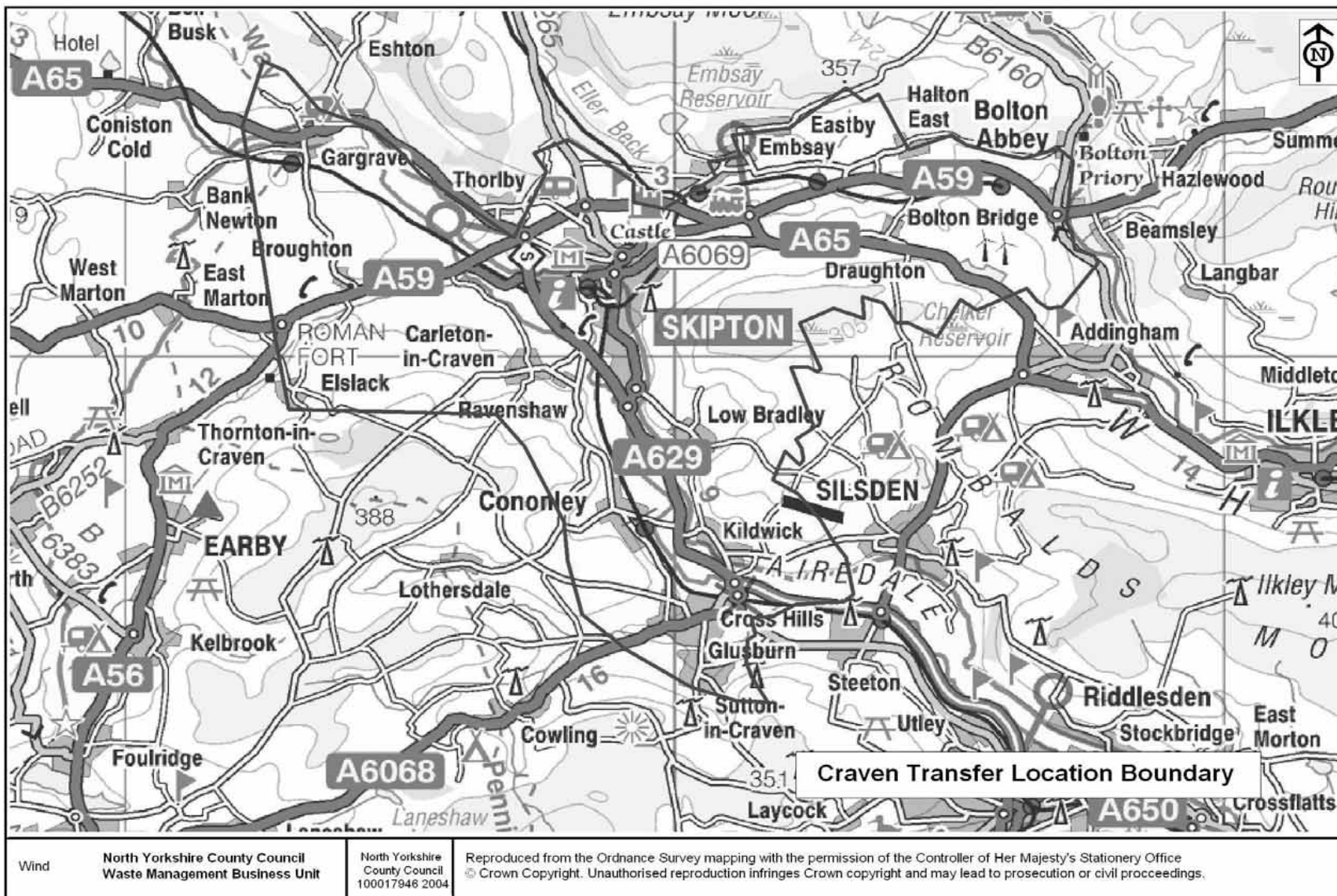
Location of Delivery Points and Delivery Point Zones

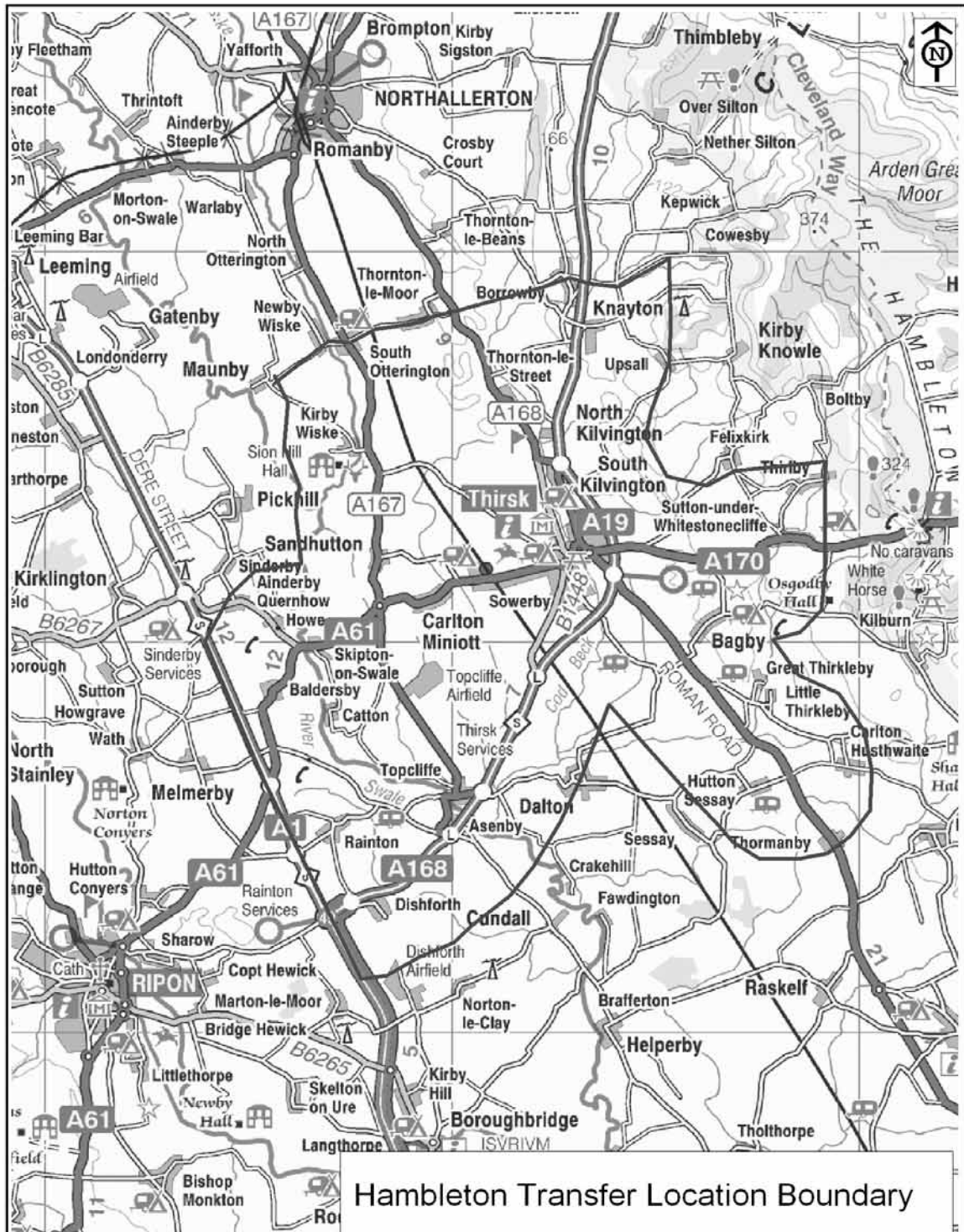


North Yorkshire County Council
Environmental Management Unit

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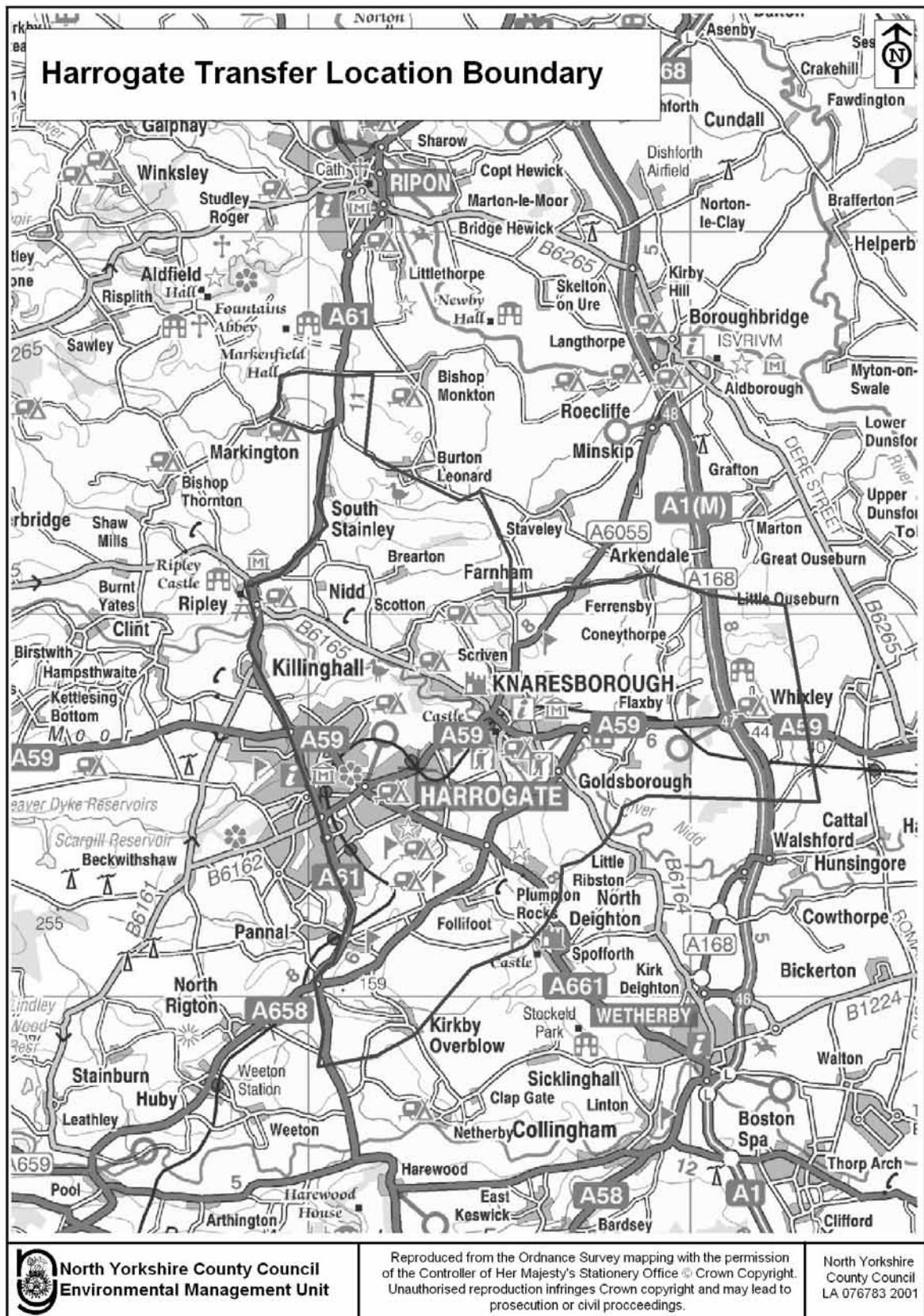


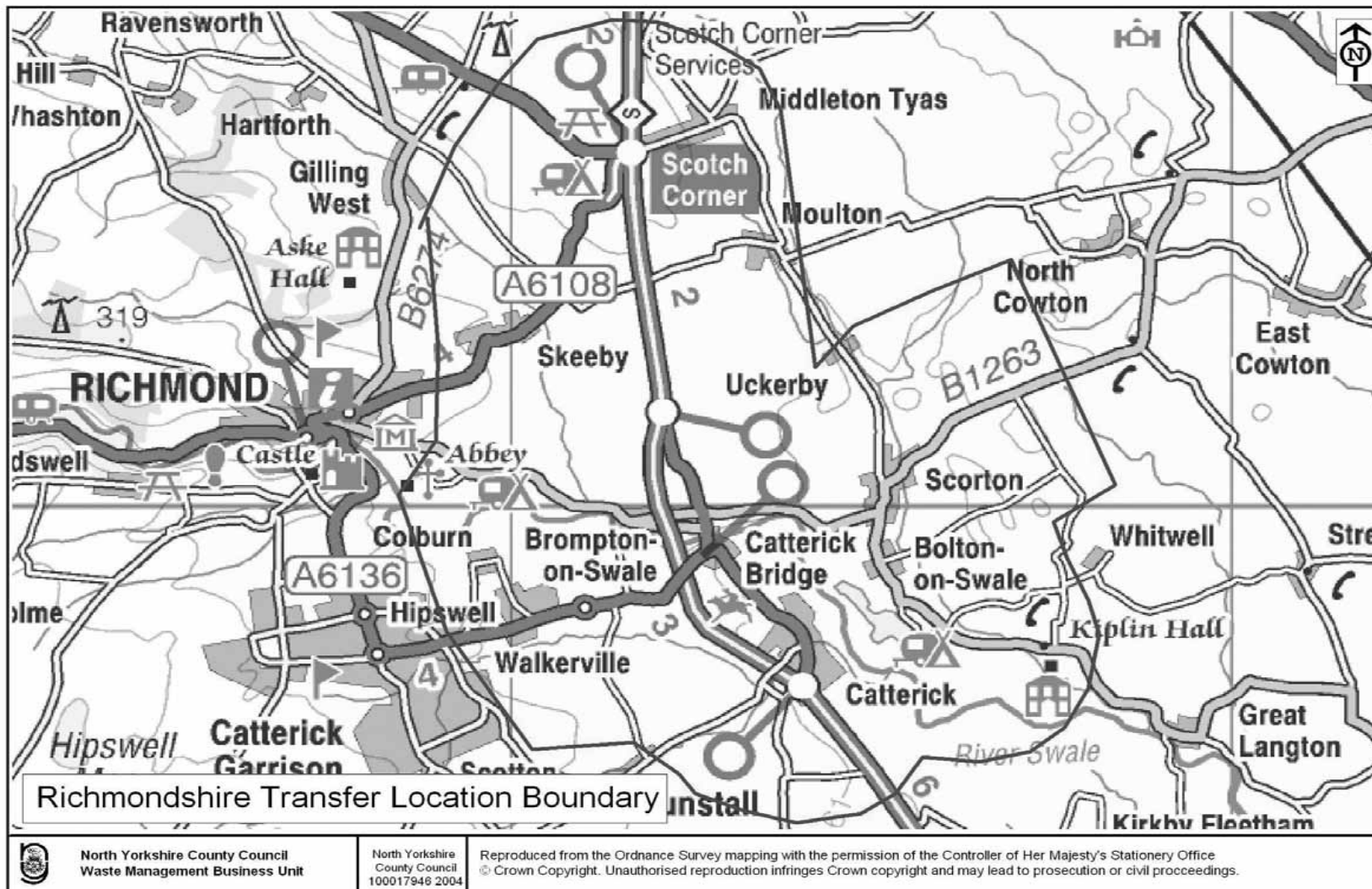


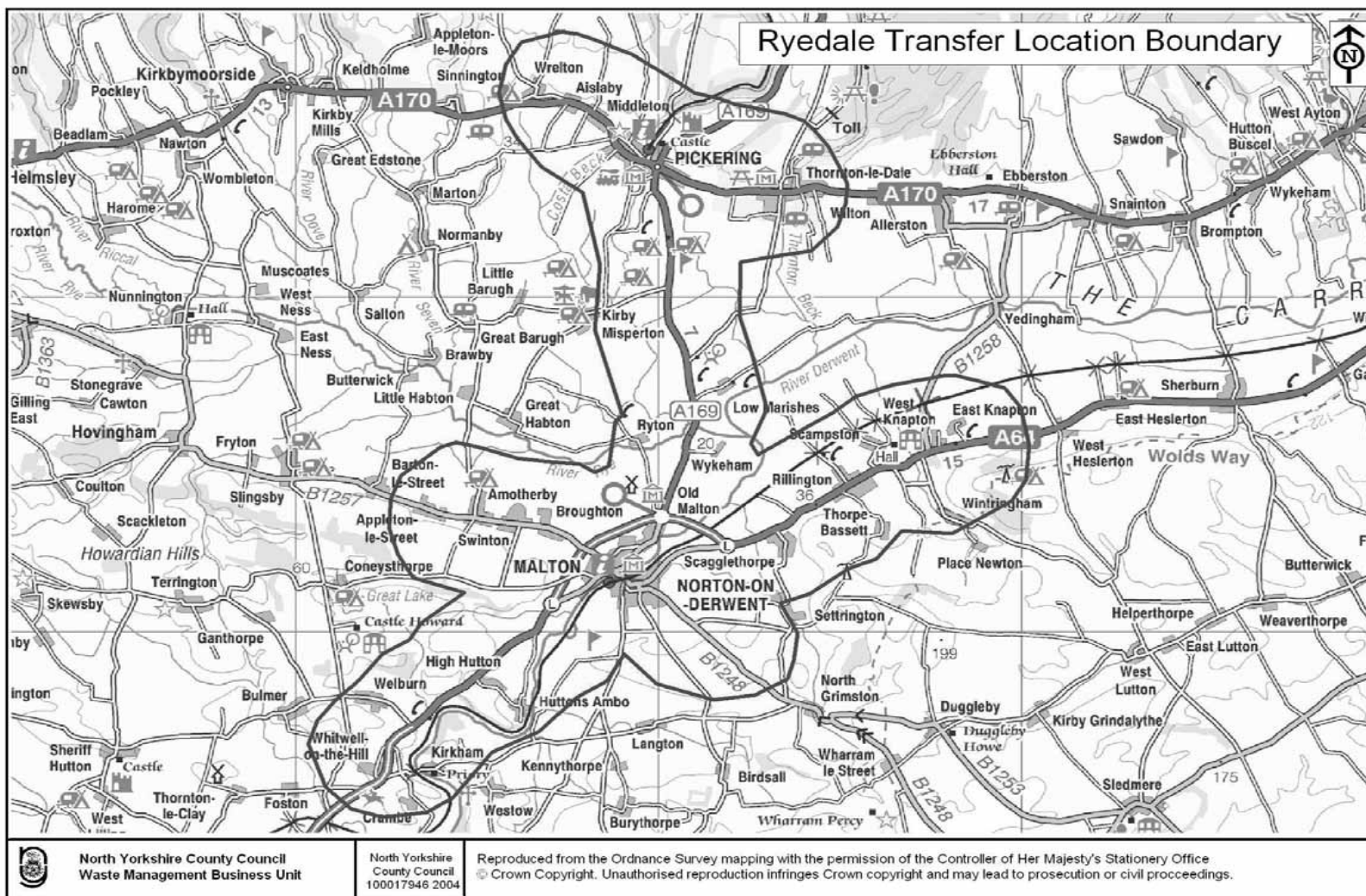
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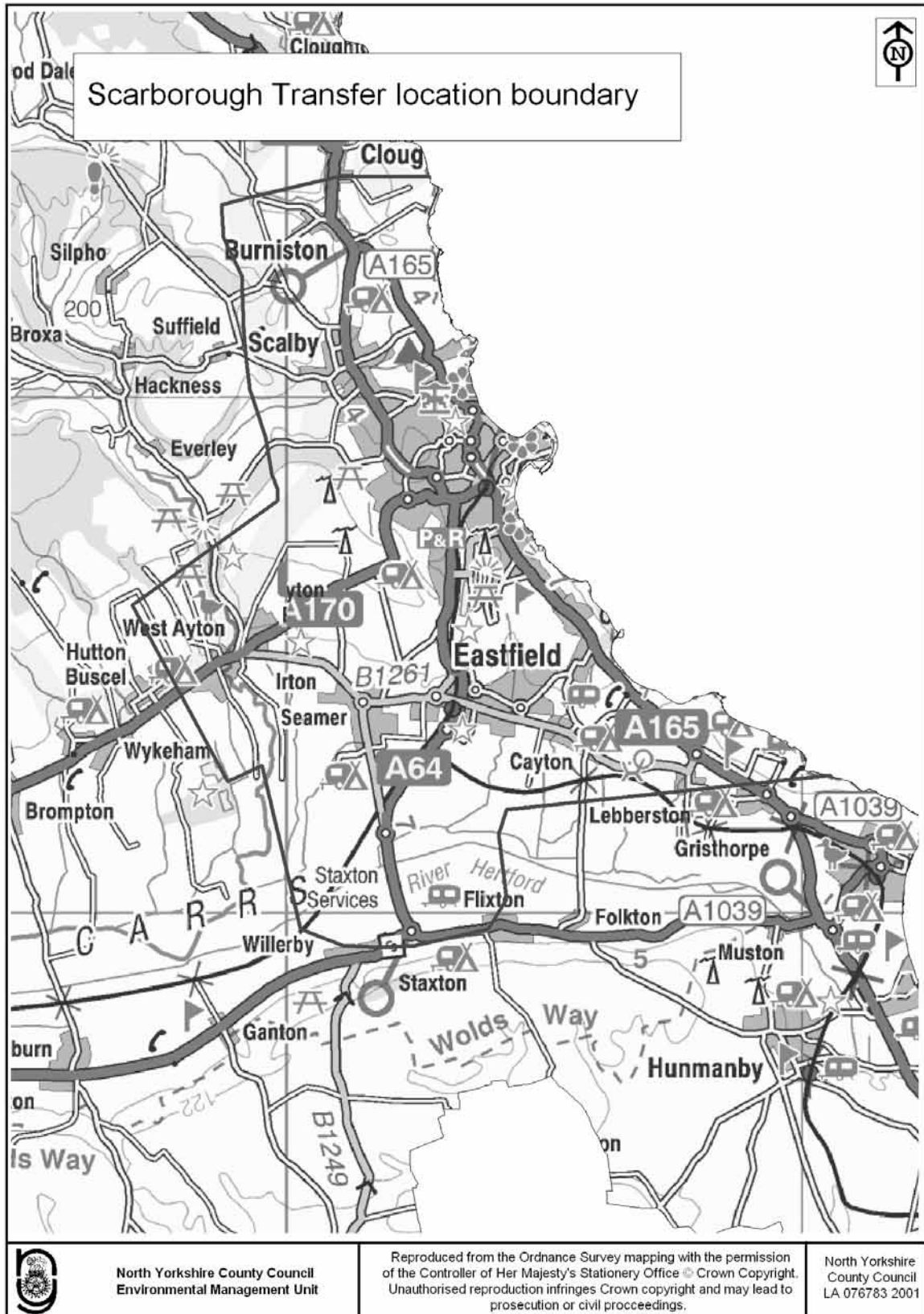
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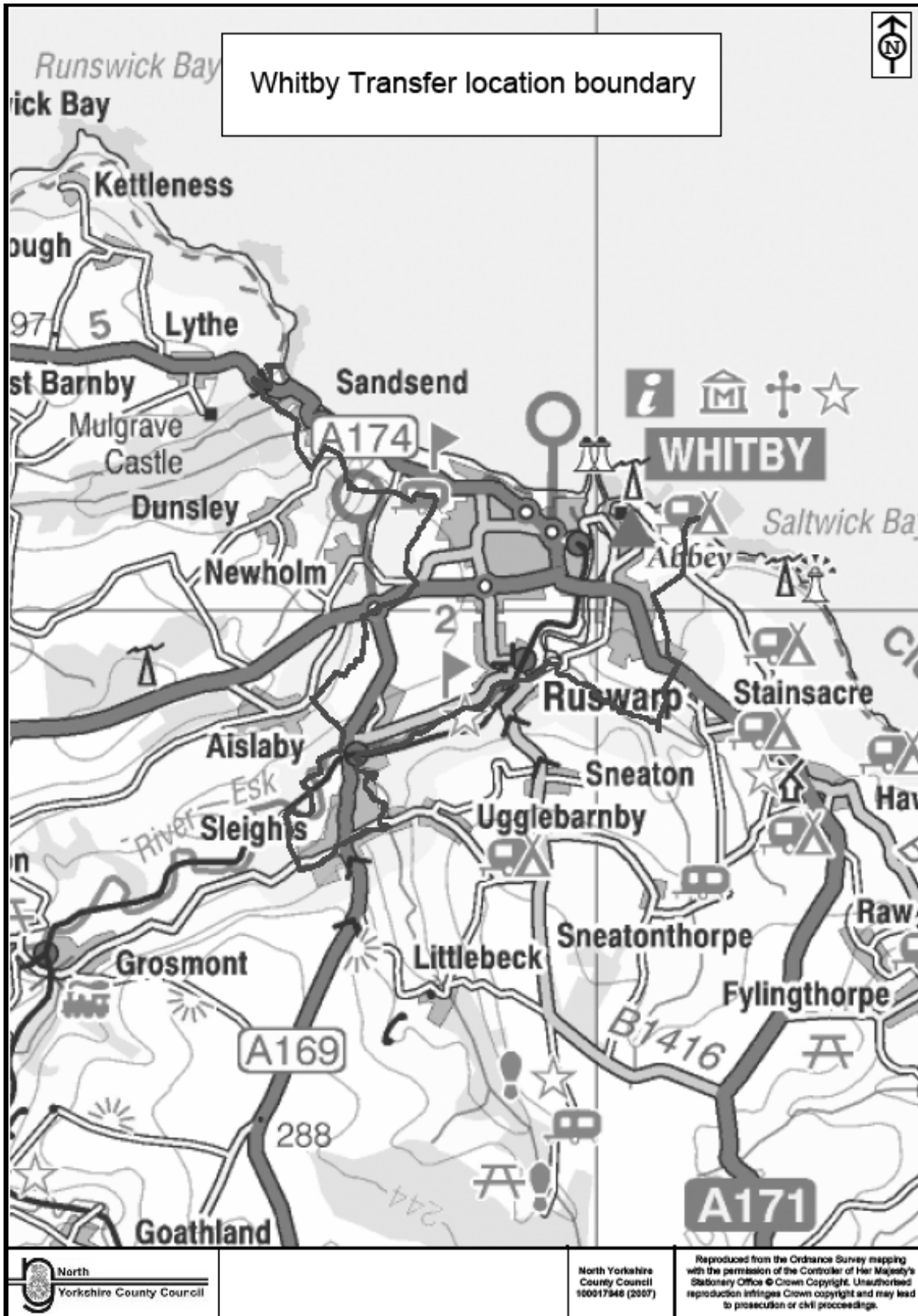
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Schedule 3

Reception of Commercial and Industrial Waste for Disposal

- (1) The WDA shall arrange for the processing and/or disposal of commercial and industrial waste collected by the WCA, subject to the WCA obtaining the written approval of the WDA prior to entering into arrangements for the collection of industrial waste.
- (2) Each WCA shall be charged for the actual disposal costs plus administration costs incurred by the WDA in respect of such waste at a rate set by the WDA. The principles for setting the rates for the disposal costs shall be subject to annual review and shall be varied so as to reflect changes in cost to the WDA from disposing of commercial waste including the introduction of and/or increases in any applicable Landfill Tax, changes in contract costs associated with disposal or treatment of commercial waste, and any costs associated with the Landfill Allowance Trading System (LATS). The WDA shall give the WCA no less than 15 months written notice prior to the commencement of the financial year of any likely changes in the rates for budgeting purposes, and its best estimate of any such changes in the rates proposed at least six months prior to the start of the financial year. The rates shall then be confirmed no less than three months prior to the start of the financial year and shall only be subsequently revised during that financial year in the event of any significant and unforeseen changes.
- (3) Charges for the disposal of commercial and industrial waste shall be based on actual tonnages delivered where possible. Otherwise, it will be based on estimated tonnages determined by reference to the numbers and sizes of containers emptied and the assumed average weights thereof.
- (4) Within 3 months of the commencement of each calendar year during the term of this agreement, each WCA shall provide the WDA with an estimate of the types and quantities (including the numbers and sizes of containers to be emptied where relevant) of commercial and industrial waste to be delivered for disposal (where appropriate) for the forthcoming calendar year in conjunction with the WVSP. Each WCA shall supply the WDA with monitoring reports updating the projections of commercial and industrial waste quantities by the following dates in each year:

30 September
31 January
15 May (final figures for previous financial year)
- (5) The WCA shall give the WDA no less than six months notice in writing of its intention to discontinue commercial and industrial waste collections, including where it intends a privatisation or disposal of these services.

- (6) Any commercial and/or industrial waste collected by a district or borough council other than in its capacity as WCA (for example, parks and gardens waste, highways maintenance waste, housing maintenance waste) and delivered to the WDA shall be the subject of a separate agreement. WCAs may make their own arrangements for the disposal of such waste.
- (7) The WCAs will encourage recycling and composting of commercial and/or industrial waste where possible.
- (8) The WDA shall issue the WCA with a monthly invoice setting out the charges levied for reception of commercial and industrial waste.
- (9) Where charges are levied on the basis of actual tonnages (as opposed to estimated tonnages subject to adjustment), the WCA shall make payment upon being invoiced.
- (10) Where estimated quantities are used, payment shall be recovered on a pro rata monthly basis at the same time as the WDA receives Council Tax precept payments from the WCAs. Estimated quantities shall be recalculated based on actual numbers of containers when this information is available after the end of the financial year, and the WDA shall issue the WCA with an amended invoice or credit note as appropriate. The necessary financial adjustment shall be made in conjunction with adjustment of the Council Tax precept payments.

SIGNED BY)
duly authorised for and on behalf of)
NORTH YORKSHIRE COUNTY COUNCIL)

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duly authorised for and on behalf of)
CRAVEN DISTRICT COUNCIL)

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SIGNED BY)
duly authorised for and on behalf of)
HARROGATE BOROUGH COUNCIL)

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SIGNED BY)
duly authorised for and on behalf of)
RICHMONDSHIRE DISTRICT COUNCIL)

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SIGNED BY)
duly authorised for and on behalf of)
RYEDALE DISTRICT COUNCIL)

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SIGNED BY)
duly authorised for and on behalf of)
SCARBOROUGH BOROUGH COUNCIL)

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SIGNED BY)
duly authorised for and on behalf of)
SELBY DISTRICT COUNCIL)

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