**SPECIFICATION FOR WASTE TRANSFER POINT – RYEDALE**

**1. Description of the Service**

* 1. The Contractor shall provide the following Services:
1. the provision, management and maintenance of a Waste Transfer Point within the Ryedale District Council boundaries,

(ii) the acceptance and temporary storage at the Waste Transfer Point during Normal Opening Hours.

(iii) The Waste Transfer Point must be capable of accepting as a minimum 15,000 tonnes of residual waste per annum, although there are no guarantee tonnages.

1.2 The types of Waste to be accepted from Ryedale District Council are:

 (i) Residual Waste

 (ii) Sweepings

We reserve the right to redirect other residual waste ie (bulky waste from HWRC).

1.3 The Contractor shall provide the Services in accordance with the submitted Service Delivery Plan detailing their proposals for the provision of each aspect of the Service.

**2. Provision of the Waste Transfer Point**

**Duties of the Contractor**

2.1 The Contractor will ensure that the Waste Transfer Point has and continues to hold an Environmental Permit and relevant Planning Permission(s) for the receipt and storage of Waste for the Term.

2.2 The Contractor shall notify the Company Representative of any and all correspondence served by the Environment Agency or planning authority that either impacts upon, or has the potential to impact upon, the Contractors ability to provide the Service. Copies of formal notices relating to the Waste Transfer Point shall be copied electronically in portable document format and forwarded to info@yorwaste.co.uk (or any other e-mail address nominated by the Company Representative) within 24 hours of receipt, and the Contractor shall provide weekly progress reports in relation to actions to comply with such notices or in relation to the progress and outcomes of any enforcement action.

2.3 The Contractor shall provide a weighbridge controlled entrance for the purpose of establishing actual net weights of Waste delivered to the Waste Transfer Point and shall be understood as being “in use for trade”. The design and operation of the weighbridge shall be subject to the requirements of the Weights and Measures Act 1985 and as such the weighbridge shall be stamped and verified. The weighbridge shall be maintained in calibration and subject to routine inspection and calibration at the Contractors own expense. Copies of the calibration certificate shall be available for inspection at the Waste Transfer Point and the weighbridge may be subject to inspection by the Council’s Trading Standards service during Normal Opening Hours. Copies of any inspection report produced by Trading Standards shall be copied electronically in portable document format and forwarded to:info@yorwaste.co.uk (or any other e-mail address nominated by the Company Representative) within 24 hours of receipt.

2.4 Any weighbridge not meeting the requirements of the Weights and Measures Act 1985 for being “in use for trade” shall not be used by either the Contractor or the Yorwaste for the purpose of establishing net weights of Waste and shall be deemed not to be available.

2.5 The Contractor shall provide reasonable and safe access for all vehicles to the tipping area. This must consist of a metaled road without any defects greater than 25mm in depth.

2.6 The Contractor shall ensure that all access roads used by vehicles delivering Waste are clear of debris which may cause damage to vehicles including, but not limited to sweeper brushes or tyres.

2.7 The Contractor shall ensure that all pedestrian access walkways throughout the site are kept clear of debris to prevent injury.

2.8 The Contractor shall make available and keep clean and tidy at the Waste Transfer Point, toilet and wash facilities for use by the Company Representative and any other persons delivering Waste to the site as part of this Service.

2.9 The Waste Transfer Point shall contain such plant, equipment and facilities as are necessary to provide the Service. The Contractor shall put measures in place to ensure that they have an adequate level of reserve plant and machinery available at all times as a lack of suitable equipment or plant will not be considered as a reason for non- performance of the requirements of this Service.

2.10 The Contractor shall ensure that the Service is provided, and the Waste Transfer Point is operated, without causing nuisance or annoyance to any neighbours in the vicinity of the Waste Transfer Point. The Contractor shall actively control as a minimum noise, dust, smell, vermin, insects and litter.

2.11 The Contractor shall give the Company Representative a minimum of seven calendar days’ notice of any planned closure of the Waste Transfer Point. If the Contractor requires the closure of the Waste Transfer Point on a temporary basis the Contractor shall give a minimum of two hours’ notice to the Company. The Contractor shall provide details of the reason for closure and how long the Waste Transfer Point will be closed for.

2.12 The Contractor shall make available at the Waste Transfer Point a site diary to enable records to be kept of all relevant information relating to the provision of the Service, including but not limited to:

 (a) details of incidents involving delivery vehicles or staff which result in damage to the vehicles or injury to staff.

(b) details of occasions where the turnaround time is greater than 30 minutes.

(c) a log of times when the Waste Transfer Point are kept open outside the Normal Opening Hours for receipt of Waste.

(d) a record of times when the Waste Transfer Point are not available during the Normal Opening Hours for receipt of Waste and details of the reason why the Waste Transfer Point are not available.

(e) a record of all loads rejected and the reasons for rejection.

(f) a record of visitors to the Waste Transfer Point if their visit relates to this Service and they are not delivering Waste.

(g) any other information that the Contractor or Company Representative may consider relevant.

The site diary shall be retained on site at all times for inspection by the Company Representative or other person approved by the Company Representative in accordance with Clause 3.6 of the Agreement.

**Duties of Yorwaste**

2.13. Yorwaste will provide one month’s written notice to the Contractor of an indication of the tonnage expected to be delivered to the Facilities. This will be reviewed on an annual basis thereafter

**3** **Receipt of Waste**

**Duties of The Contractor**

3.1. Waste may be delivered to the Waste Transfer Point by the Company, related parties, partners, agents, or directly by WCAs. The Waste Transfer Point shall therefore be capable of accommodating a range of vehicles including, but not limited to, vans, road sweepers, refuse collection vehicles, fixed body hook-lifts and rigid or articulated HGVs.

3.2. Where allowed by Planning Permission, the Contractor shall operate the Service during Normal Opening Hours between 07.30-1700 Hrs Monday to Friday and 07.30 -12.30 Saturday morning.

3.3 The Waste Transfer Point will be required to accept Waste every day during Normal Opening Hours with the exception of Christmas Day, Boxing Day and New Year’s Day.

3.4. The Contractor will inform the Company of any additional opening times that are available within the Planning Permission in addition to the Normal Opening Hours.

3.5. The Company Representative may require that the Waste Transfer Point shall be open during such other hours as he may specify. The Contractor shall comply with such requirements at the relevant rate per hour providing this request is in accordance with the Waste Transfer Point’ Environmental Permit and Planning Permission and that the Contractor has complied with paragraph 4.2.

3.6. The Contractor shall submit to the Company the procedures used to ensure full compliance with Duty of Care Requirements as set out in Clause 29 of the Agreement.

3.7. The Contractor shall ensure that all vehicles delivering Waste to the Transfer Points are weighed in and out of the Waste Transfer Point. Stored tare weights shall only be used in emergencies and when prior notification has been sent to the Company Representative.

3.8 The weighbridge will feed into a computer system for the accurate recording of materials passing over the weighbridge. A paper copy of the ticket will be available to the driver of the vehicle should they require one.

3.9. The Contractor shall ensure that all details entered onto the computer system are correct.

3.10. Should the computer system be temporarily unavailable but an accurate weight can still be obtained then a handwritten ticket recording the weight is an acceptable format on the condition that it is countersigned by the driver of the vehicle delivering the Waste.

3.11. The Contractor must ensure that discharge and vehicle departure from the site is completed within 30 minutes of arrival at the site entrance. This time includes time spent queuing from the entrance of the Waste Transfer Station before reaching the inbound weighbridge and ends when the vehicle exits the outbound weighbridge.

3.12. Delays caused by incidents which are attributed to the vehicle or actions of the driver of any vehicle delivering Waste (for example vehicle breakdowns or failure to follow instructions) shall be excluded from the provisions of paragraph 3.11.

3.13. The Contractor shall record details of any incidents as described in paragraph 3.12 and the resulting delays to any vehicles

3.14. The Contractor shall be liable for all damage to vehicles delivering Waste to the Waste Transfer Point save in the event of a negligent act by the driver or other persons in the vehicle.

3.15. Any load that is considered by the Contractor not to meet the Waste types allowed under the Waste Transfer Points’ Environmental Permit shall be segregated and the Company Representative informed. The Contractor shall then arrange for the alternative treatment or disposal of the load and the cost shall be borne by the Company. The contractor shall ensure that they use an alternative Delivery Point that delivers Best Value to the Company.

3.16 As part of the Service Delivery Plan, the Contractor shall propose how additional hours can be used for parties delivering Waste in exceptional circumstances and/or how additional hours can be used at short notice where vehicles are running late.

**Duties of Yorwaste**

3.17. The Company will use its best endeavours, to ensure that only Waste is delivered to the Waste Transfer Point under this Agreement.

3.18. The Company will provide the Contractor with 5 working days’ notice of any planned additional hours required in addition to the Normal Opening Hours

1. **Storage of Waste**

**Duties of the Contractor**

4.1 The Contractor shall ensure that all Waste received at the Waste Transfer Point is stored separately to non-contract waste and ensure that no contamination of Waste occurs.

4.2 The Contractor shall ensure that all Waste is dealt with in accordance with the conditions of all relevant Planning Permissions and Environmental Permits.

4.3 Where the Contractor identifies Non-Qualifying Waste, the Non-Qualifying Waste shall be set aside and held for a period of 72 hours to allow the Company to inspect the Non-Qualifying Waste if necessary and arrange the disposal of the Non-Qualifying Waste.

**Duties of Yorwaste**

4.4 The Company will make arrangements for the collection of Non-Qualifying Waste from the Waste Transfer and for its subsequent treatment or disposal.

**5. Staffing and Management**

**Duties of The Contractor**

5.1. The Contractor shall ensure that there are sufficient numbers of suitably experienced staff to provide the Service in accordance with the requirements of the Schedule.

5.2. The Contractor shall ensure that all employees are suitably trained, thoroughly competent and qualified in their assigned roles including but not limited to driving and operating vehicles plant and machinery.

5.3. At any time, the Company may request to see certificates or other proof that staff are suitably trained, competent and qualified. The Contractor shall comply with any such request.

5.4. Before the Commencement Date the Contractor shall provide the Company with the contact details of the nominated Contract Manager and will update the Company of any changes of contact details. The Contract Manager will be the principal contact with regards to the Service.

5.5. Before the Commencement Date the Contractor will provide the Company with details of how the account will be managed including the account management structure.

5.6. The Contractor will provide the Council with details of quality assurance systems, processes and performance frameworks including health & safety and environmental management systems that will be applied in the performance of the service.

5.7 The Contractor will investigate all complaints about the Service in a thorough, impartial and timely manner in line with the Councils Complaint Handling Procedure. A copy of the procedure can be found on.[http://www.northyorks.gov.uk/article/23721/Complaints--- general-information](http://www.northyorks.gov.uk/article/23721/Complaints---%09general-information).

**Duties of Yorwaste**

5.8 Before the Commencement Date the Company will provide the Contractor with the contact details of the nominated Company Representative and will update the Contractor of any changes of contact details. The Company Representative will be the principal contact with regards to the Service.

5.9 The Company will inform the Contractor of any changes to the Company’s Complaint Handling Procedure.

**6 Health, Safety and Welfare**

**Duties of The Contractor**

6.1 The Contractor shall take all measures as are necessary to ensure safety, health and welfare of all persons at work or using the Waste Transfer Point

6.2 The Contractor shall ensure that a copy of the site rules and conditions is prominently displayed at the Waste Transfer Point; and that all employees and visitors are made aware of them.

6.3 At all times, the Contractor shall ensure provision of safe premises, access and egress, plant and substances in the premises or provided for use.

6.4 The Contractor shall notify the Company of any changes of contact details for the nominated people within their organisation responsible for Health & Safety matters.

6.5 The Contractor shall at all times ensure that its own health and safety policy and procedures adhere to and take into account any existing and future guidance from the Health and Safety Executive (HSE) (or other similar body) relating to the safe acceptance, storage of waste.

6.6 The Contractor shall ensure provision of safe plant and equipment and ensure that work equipment is suitable for the purpose for which it is to be used or provided. Work equipment shall be used only for operations for which it is suitable. Work equipment shall be maintained in an efficient state, in efficient working order and in good repair. Where any equipment has, or requires a maintenance log it shall be maintained.

6.7 The Contractor shall review its health and safety policy, safety procedures and risk assessments as requested by the Council and on a periodic basis no greater than every twelve months. The Company Representative reserves the right to comment upon such health and safety policy, safety procedures and risk assessments as it feels appropriate and request a review at any stage.

6.8 The Contractor shall ensure risk assessments and controls are applied to any present or future activities relating to the Service. The Contractor shall confirm when its risk assessments have been reviewed and shall supply the Company with copies of any new or modified risk assessments and safety procedures which relate to the Services.

6.9 Prior to the Commencement Date the Contractor will provide detail of how the movements of vehicles, including vehicles delivering Waste, are managed at the Waste Management Point.

6.10 The Contractor shall at all times ensure provision of safety information, instruction, training and supervision. The Contractor shall ensure that all members of staff have the appropriate level of health and safety training to enable them to safely provide the Service.

6.11 The Contractor shall implement a demonstrable incident reporting system, the system should facilitate the recording, investigation of incidents and near misses, and include preventative measures, review and agreed action taken.

6.12 The Contractor shall maintain an accident book and shall record details of any incidents or accidents involving injury to any persons. The accident book will be available for inspection at all times by the Company representative.

6.13 The Contractor shall report to the Company Representative as soon as practicable any incident including near misses, minor incidents and RIDDOR reportable incidents involving the provision of this Service. If required by the Company Representative the Contractor shall submit within 21 days after the incident a full incident investigation report; including measures taken to prevent any re-occurrence of the Incident.

6.14 The Contractor shall maintain a first aid point equipped with appropriate first aid equipment and displaying the name of the appointed person in charge of first aid or a qualified first aider. As a minimum standard, The Contractor shall ensure at all times availability of a first aid box and an appointed person to take charge of first aid requirements.

6.15 The Contractor shall demonstrate an active monitoring of safety in the provision of the Service; this shall include the completion of daily check lists of safety provisions at the Waste Transfer Point

6.16 The Contractor shall undertake the duties of Responsible Persons as set out in the Regulatory Reform (Fire Safety) Order 2005, including undertaking Fire Risk Assessments at each facility. The contractor shall provide and maintain an emergency action plan for the Waste Transfer Point, emergency instruction shall be made available at all times.

6.17 The Contractor shall investigate and rectify all health and safety issues identified by the Company. The Contractor shall agree with the Company an action plan to address these issues including a timescale.

 **Duties of Yorwaste**

6.18 The Company will provide details for those responsible for Health and Safety for the Company with regards to the Service.

6.19 Yorwaste will use reasonable endeavours to ensure that Company related parties, partner’s agents and WCAs comply with the Site rules and conditions at the Waste Transfer Point.

1. **Provision of Information**

**Duties of The Contractor**

6.1 The Contractor shall record and maintain an auditable trail for each load of Waste from acceptance to collection by the Company.

6.2 The Contractor shall submit electronically to the Company with each monthly invoice a computerised return to info@yorwaste.co.uk (or any other e-mail address nominated by the Company Representative) detailing,

* 1. for each weighbridge ticket and for each load of Waste delivered to the Waste Transfer Point the following information:
	2. Origin of the Waste (for example by WCA area or HWRC by location or round number within a WCA Area).
	3. Facility Name
	4. Unique reference number for each load or part load
	5. Date
	6. Time of arrival
	7. Time of departure
	8. Vehicle registration number
	9. Haulier’s name
	10. Haulier’s employee’s name
	11. Description of Waste type
	12. EWC (European Waste Catalogue) number
	13. Gross weight
	14. Tare weight
	15. Net weight
	16. for each load of Waste delivered to a Delivery Point by the Company the following information:
	17. Origin of the Waste (i.e Facility Name).
	18. Destination (i.e Delivery Point name)
	19. Unique reference number for each load
	20. Date
	21. Time of arrival at the Delivery Point
	22. Time of departure from the Delivery Point
	23. Vehicle registration number
	24. Haulier’s name
	25. Haulier’s employee’s name
	26. Description of Waste type
	27. EWC (European Waste Catalogue) number
	28. Gross weight
	29. Tare weight
	30. Net weight

6.3 The information above shall be provided in an excel spreadsheet in addition to PDF copies of each weighbridge ticket. At all times the Contractor shall use a series of standardised references for the Waste Transfer Point name, waste type, origin etc

6.4 No later than 2 calendar months following the end of each quarter, the Contractor shall

 supply all information necessary to enable the Company to make statutory data returns to Waste Date Flow or any successor’s reporting system.

**Duties of Yorwaste**

6.5 Yorwaste will inform Contractor in writing of any changes to the e-mail address for the invoice and supporting information to be sent to.

6.6 One month prior to the Commencement Date or when the need arises to make amendments, Yorwaste will provide the Contractor with a list of standardised references for the Waste type and origin and notify the Contractor of any additions or changes in writing.

6.7 In the reconciliation of invoices, the Yorwaste will check to ensure that the amount of Waste delivered to a nominated Delivery Point does not exceed the amount of Waste received at the Waste Transfer Point. If this occurs, then Yorwaste will cap transport payments at the maximum possible from the amount of Waste delivered to the Waste Transfer Point and the Contractor will be required to investigate the circumstances in which the additional waste has been added to the Waste.

1. **Performance**

7.1 Yorwaste will monitor compliance and evaluate the performance of the contractor against all aspects of the Service over the Term through routine inspection, auditing and review of customer feedback. The Contractor shall co-operate with compliance monitoring processes, demonstrating the systems in place to achieve compliance with requirements within this Schedule, the Service Delivery Plan, the Agreement and current best practices.

7.2 Yorwaste will monitor the most significant aspects of the Contractors performance through the use of the KPIs set out in Table 2 below:

**Table 2 - Key Performance Indicators**

|  |  |  |
| --- | --- | --- |
| KPI | Description | Unit of measure  |
| KPI 1 | Availability of the Facility | Per occasion |
| KPI 2 | Availability of contingency Facility if required | Per occasion |
| KPI 3 | Turnaround times for vehicles discharging waste | Per occasion |
| KPI 4 | Condition of access roads | Per occasion |
| KPI 5 | Weighbridge unavailable | Per occasion |
| KPI 6 | Welfare facilities | Per occasion |
| KPI 7 | Vehicle cleaning equipment | Per occasion |
| KPI 8 | Reporting H&S issues | Per occasion |
| KPI 9 | Timely submission of data returns | Per occasion |
| KPI 10 | Errors in submitted data | Per occasion |
| KPI 11 | Addressing compliance issues | Per issue |

7.3 The Contractor will be responsible for monitoring, accurate recording and reporting their own compliance with the above KPIs.

**Duties of Yorwaste**

7.4 Records of inspections, audit outcomes, recorded non-compliance, required corrective actions and associated timescales will be provided by the Company

7.5 Yorwaste will manage failures to deliver the Service using the Contract Management and Performance Monitoring regime.

1. **Contingency Plan**

8.1 The Contractor shall prepare a contingency plan detailing their arrangements to prevent disruption to the Service in the event that the Waste Transfer Point should become unavailable for any reason.

8.2 The contingency plan shall also provide details of alternative waste transfer point(s) or delivery point(s) if this forms part of the contingency measures.

8.3 A copy of the contingency plan shall be supplied to the Company within one month from the Commencement Date; this shall be reviewed and amended as necessary on an annual basis.

8.4 If the Waste Transfer Point is closed for the acceptance of waste, the Contractor shall provide an alternative waste transfer point or delivery point and meet the additional costs incurred by the Company in transporting Waste to the alternative waste transfer point. These costs will include, but will not be limited to, any overtime payments incurred, the provision of additional vehicles, additional fuel costs and additional disposal costs.

8.5 The Company reserves the right to withdraw deliveries to any waste transfer point or delivery point provided as a contingency if the use of the facility is judged to have a detrimental effect on the efficiency of the WCAs services.

8.6 In such circumstances as described in paragraph 11.4 above, any additional cost of the alternative Service provision will be fully met by the Contractor and the Company will be under no obligation to incur increased payment obligations for changes to annual tonnage bandings.