

## SPECIFIED FUNCTIONS AND SERVICES

<b>SERVICE AREA</b>	<b>Place - Waste Services</b>
<b>FUNCTIONS / SERVICES</b>	<b>Household Waste Recycling Centre Services (“HWRC”)</b>
<b>SERVICE TREATMENT</b>	<b>Host</b>
<b>PROVIDER AUTHORITY</b>	<b>North Northamptonshire Council (“NNC”)</b>
<b>RECEIVING AUTHORITY</b>	<b>West Northamptonshire Council (“WNC”)</b>

## 1. FUNCTION AND SCOPE OF SERVICE

## 1.1. Statutory Functions / Services

- 1.1.1. This Schedule provides the framework for the provision of HWRC Services by NNC on behalf of WNC. This Schedule also provides a mechanism to calculate the **net** amount to be recharged between NNC and WNC related to the HWRC Service
- 1.1.2. This Schedule relates to the management of the contractual arrangements for the provision of HWRC Services by NNC on behalf of WNC. In total, the cost of these Services provided by NNC on behalf of WNC is approximately £3m revenue (i.e., disaggregated budget)
- 1.1.3. The provision of HWRC Services fulfils the statutory duty under Section 51 of the Environmental Protection Act 1990 and associated legislation and statutory guidance
- 1.1.4. The Parties agree that the intention is for the host arrangement to be in place until the expiry of the HWRC contract, that is 31 March 2025, subject to the termination provisions in the IAA
- 1.1.5. NNC will provide to WNC the HWRC Services including related support services that are reasonably required to discharge the statutory duty in an efficient and cooperative manner

## 1.2. Additional Functions / Services

~~1.2.1. NNC will administer the HWRC e-permits system on behalf of WNC which will include:-~~ E-Permits - NNC and WNC will work together to administer the HWRC e-permits system, which will include the following activities:

- a) Overseeing the automated HWRC e-permits system, trouble shooting and resolving issues when they arise
- b) Identifying potential fraudulent use of the HWRC e-permits and resolve

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- c) Liaising with Members of the Public who have enquiries or complaints related to the e-permits system
- d) Liaising with the HWRC contractor where issues with the system occur
- e) Enabling the extension of the HWRC e-permits system to Farthinghoe recycling centre (at the request of WNC) and
- f) Liaise with the West IT where issues with the e-permits systems occur to resolve the issues

~~1.2.2. NNC will administer the Charity Waste Permit System, on behalf of WNC enabling the disposal of recyclable waste at the HWRCs. This administration will include: Charity Waste Permits - NNC and WNC will work together to administer the Charity Waste Permit system which will include the following activities:~~

- a) Overseeing the charity waste permits system, trouble shooting and resolving issues when they arise
- b) Undertaking reasonable audits and checks to seek to identify potential fraudulent use of charity permits and take appropriate action
- c) Liaising with charities who apply for a permit or who have complaints related to the system and
- d) Liaising with the contractors where issues with the system occur

~~NB: that the charity waste permits system will require review as part of the disaggregation at the end of the initial hosting period.~~

### 1.3. Excluded Function and Services

~~1.3.1. The services provided at Farthinghoe recycling centre will be managed by WNC, except for the e-permits system as set out in 1.2.1 above. If WNC wishes to use the e-permits system at Farthinghoe, this will be subject to agreement by both parties.~~

### 1.4. Duration of Hosted / Lead Provision

1.4.1. For the duration of the arrangement, NNC will contract manage the HWRC Services contract and related contracts that were originally held by Northamptonshire County Council ("NCC") on behalf of WNC. Specifically, these contracts are:

- a) The Urbaser HWRC contract
- b) The ACL Wood Waste contract (and any replacement arrangements)

~~The IT hosting and technical support arrangements required for the e-permits system.~~

1.4.2. In managing the Urbaser HWRC contract, NNC will:

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1.4.2.1. Ensure the contractor provides the service in accordance with the contract with NNC contract managers using their reasonable discretion as appropriate. Where WNC may be adversely affected by use of contract management discretion, this will be discussed in advance between WNC and NNC with a view to reaching agreement on the approach taken.

~~Inspect the HWRCs to ensure that they are compliant with the contracts, fit for purpose and safe for members of the public, site staff and visitors;~~

~~Liaise with the contractors as required to resolve any issues;~~

1.4.2.2. For an interim position, and whilst a vacancy in the North exists (up to 31st March 2023 latest or earlier if the equivalent post is recruited to), WNC will carry out the day-to-day site inspection for both the North and West HWRC sites to ensure they are compliant with contracts, fit for purpose and safe for members of the public, site staff and visitors. WNC and NNC will work collaboratively to liaise with the contractors as required to resolve any issues

1.4.3. Apply contractual defaults where required

- Hold regular contract meetings. Note that a representative for WNC will have an open invitation to all meetings with the contractor
- Ensure that robust business continuity arrangements are in place
- Ensure that the contractor maintains the sites in a good state of repair and returns the sites to an agreed condition at the end of the contract
- Audit the data received from the contractor to ensure it is accurate
- Make arrangements for the disposal of residual waste that is collected under the HWRC contract
- Manage the payment processes with the contractor; ~~and~~
- Manage the recharge process between NNC and WNC

1.5. Arrangements for the disposal of all residual waste that is collected under the HWRC contract will be made by NNC considering the following triggers, which would prompt consultation between NNC and WNC as soon as the trigger is anticipated:

- The Lot 3 contract expires
- The maximum tonnage for the Lot 3 contract is exceeded
- Any alternative arrangements made by NNC for this waste are more expensive than if the waste was treated by the Lot 3 residual waste contract and
- WNC secure arrangements that would enable residual waste from the HWRC to be treated or disposed of more cheaply

1.6. In managing the ACL wood waste contract (or any replacement arrangements), NNC will:

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- Ensure the contractor provides the service in accordance with the contract, with NNC contract managers using their reasonable discretion as appropriate. Where WNC may be adversely affected by use of contract management discretion, this will be discussed in advance between WNC and NNC with a view to reaching agreement on the approach taken
- Liaise with the contractor to resolve any issues
- Apply contractual defaults where appropriate
- Hold sufficient contract meetings
- Audit the data received from the contractor to ensure it is accurate
- Manage the payment processes with the contractor and
- Manage the recharge processes between NNC and WNC.

1.7. The Parties agree to work in co-operation during the host arrangement, to review the current HWRC Services ~~including the Farthinghoe recycling centre~~ and consider options for future provision. As each authority develops its strategy, the authorities should share their 'thinking' in the spirit of cooperation, and considering all options including a joint HWRC Service., ~~which shall be reflected in the Service Plan for Waste Management.~~

1.8. ~~Following the disaggregation of the teams on 1<sup>st</sup> February 2022, the Parties agree to work together in a fair and mutual agreement to support one another in the business activities outlined in this agreement, and specifically to support the management of the contracts above and for the purposes of up-skilling and resilience cover until the end of the contract~~

1.9. ~~The Parties agree that in respect of the contract between North Northamptonshire Council and Urbaser for the management of HWRC in Northamptonshire which commenced on the 1st April 2010 and expires on the 31st March 2025 (the "Contract") in the event that one party terminates the Contract in accordance with the provisions of clause 64, without the prior written agreement of the other party, the terminating party shall be responsible for the costs of termination as detailed under the Contract.~~

1.10. NNC will recharge WNC for the services provided by the following:

- a. Urbaser
- b. Residual Waste Lot 3 (in relation to HWRC waste)
- c. ACL

## 2. OUTSOURCING

### 2.1. External Providers

2.1.1. Supplier contracts that will be used as part of this HWRC Service delivery include:

- a. The Urbaser HWRC contract

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- b. The ACL Wood Waste contract (and any replacement arrangements) and
- c. The I.T. hosting and technical support arrangements required for the e-permits system.

### 3. STAFFING

#### 3.1. Service provision

~~In delivering of HWRC Services, ten posts (equivalent to 10.46 FTE) and 9 members of staff will have transferred pursuant to relevant TUPE processes, to NNC to provide the Services set out in this Schedule and the associated Schedule for provision of Residual Waste and Closed Landfill services.~~

~~These officers will be hosted by NNC until the disaggregation of the residual waste and closed landfill services Service. Officers remaining in NNC will continue to manage the provision of HWRC Services to WNC subject to the terms of the IAA and Service Plan.~~

~~The Parties acknowledge that establishment's costs that have been disaggregated, were based on 11 posts (including the head of service) which may require consideration as part of the future disaggregation.~~

Staffing provision is set out in IAA Schedule 3G3. Staff from both NNC and WNC will work collaboratively to ensure delivery of the service as part of the agreed Collaborative Working Agreement.

### 4. FINANCE

#### 4.1. Budget Arrangements for Hosted / Lead Service

- 4.1.1 Budget and recharges will be dealt with in accordance with ~~paragraph 9 and Appendix A – Recharge Mechanism, Section 6 & 7~~ below, taking into account the principles of the disaggregation of the budget and subject to the terms of the IAA and subsequent Service Plans.

### 5. ASSETS / PREMISES

#### 5.1. Locations of Premises from which the Services will be Provided.

- 5.1.1. NNC will provide HWRC Services at the sites listed below, which are in West Northamptonshire:

- a. Brixworth HWRC
- b. Daventry HWRC
- c. Ecton Lane HWRC
- d. Sixfields HWRC
- e. Towcester HWRC

- 5.1.2. HWRC Services sites set out at paragraph 5.1.1 above will be owned by WNC. As a result, for NNC to provide HWRC Services on behalf of WNC, and to make use of the 5 sites, the sites will need to be leased to NNC by WNC. It is agreed that these sites will be sub-leased by NNC to the HWRC contractor to provide HWRC Services.

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5.1.3. Note that the HWRCs will be occupied under licence between WNC and the HWRC contractor until leases are agreed between NNC and the HWRC contractor.

### 5.2. REPORTING, MONITORING AND REGULATORY COMPLIANCE

5.2.1. Local Reporting requirements to be agreed between the Parties

## 6 RECHARGES; FEES / CHARGES FOR PUBLIC /THIRD PARTY USE OF SERVICE

~~Payment for the provision of HWRC Services will be calculated in accordance with the recharge mechanism (Appendix A), which is based on the following principles:~~

- ~~a. Residual waste collected at the HWRCs in the WNC area and treated or disposed of under the residual waste contract will be charged at the applicable tonnage rate;~~
- ~~b. All separate waste types collected at the HWRCs in the WNC area which are recharged by the HWRC contractor in accordance with the contractual mechanism will be charged at the applicable tonnage rate;~~
- ~~c. All recyclables collected at the HWRCs in the WNC area, for which an income is paid by the contractor in accordance with the contractual mechanism will be credited to the WNC invoice at the applicable rate;~~
- ~~d. The income from re-used materials and associated licences will be credited to WNC based on 54% of the annual income received;~~
- ~~e. The management fee for the HWRCs located in West Northamptonshire will be charged to WNC based on the rates set out within the HWRC contract;~~
- ~~f. Handling and haulage payable under the HWRC contract and recharged to WNC will be calculated based on the tonnage collected at the HWRC sites in WNC;~~
- ~~g. Should a wood waste bonus be payable at the end of each contract year, then WNC will pay a pro-rata amount based on the ratio of tonnage of wood collected in WNC to the tonnage of wood collected in NNC;~~
- ~~h. The cost of the maintenance arrangements for, or develop of, the HWRC e-permit scheme will be recharged to WNC based on 5/9 of the annual cost (adjusted according to the number of sites that are using the system);~~
- ~~i. The cost of hardware (e.g., handheld devices for site staff) required for the HWRC e-permits scheme will be recharged to WNC based on 5/9 of the actual cost, regardless of where the sites are located that require the devices since they are interchangeable between sites;~~
- ~~j. Any costs associated with the inclusion of Farthinghoe recycling centre in the e-permits system will be agreed in advance and paid for by WNC; and~~
- ~~k. Any costs associated with the necessary change in the e-permits system at the expiry of the outsystems contract will be shared between WNC (to pay 5/9) and NNC (to pay 4/9).~~

~~For the avoidance of doubt, no additional costs should be added to these rates without prior agreement.~~

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~~For the avoidance of doubt, there will be no recharge associated with the rents payable for the leases related to Corby HWRC and Kettering HWRC, to WNC.~~

~~For the avoidance of doubt, there will be no recharges associated with the operation of Farthinghoe recycling centre~~

- 6.1 For the initial hosting period of residual and closed landfill services (which will be up to 12 months) costs associated with the officers who were previously employed by Northamptonshire County Council and who are hosted by NNC will be recharged via the separate schedule for waste services (residual and closed landfill). Costs associated with travel and PPE will also be recharged via the separate schedule for waste services (residual and closed landfill)
- 6.2 Once the initial hosting period has terminated (12 months after vesting day or sooner), ~~then 50% of the staffing costs officers~~ associated with the provision of the HWRC Services will be ~~recharged to WNC. Note that the officers associated with the provision of the HWRC Services will be~~ agreed as part of the disaggregation of residual and closed landfill services, for which there is provision in the separate schedule for waste services (residual and closed landfill). Any subsequent change in the number of staff associated with the management of the HWRC Services will need joint agreement by NNC and WNC. Recharging of staff costs will be subject to the terms in the IAA and Service Plans. ~~The authorities have estimated the likely time spent by each authority supporting the other and allocated costs accordingly. The Service Managers and ADs will review these calculations on a regular basis and will agree the value of any recharges.~~
- ~~Following the initial hosting period, then the costs associated with travel and PPE required for the inspection of HWRC sites will be recharged at 50% of the actual costs incurred by NNC to WNC.~~
- 6.3 ~~If either authority is unable to provide the resource set out in this agreement from 1st April 2022, then if the other authority can provide cover they will recharge for staff as agreed between Team Leaders in consultation with ADs~~
- 6.4 ~~During the initial hosting period and prior to the disaggregation of the team on 1<sup>st</sup> February 2022, the costs associated with travel and PPE required for the inspection of HWRC sites will be recharged at 50% of the actual costs incurred by NNC to WNC. Following on from the disaggregation, the West and North agree to cover their own costs for the above.~~
- 6.5 Any additional costs that are not foreseen or included within this schedule will be discussed with a view to resolution in accordance with the terms of the IAA, that sees each council bearing its fair and reasonable share of those costs.
- 6.6 A set of financial controls will apply to all costs and invoices related to recharges detailed in this schedule, including:
- a. All invoices must quote a valid purchase order
  - b. All provisional costs to be agreed before invoices are raised
  - c. All invoices must give a clear and auditable breakdown of costs
  - d. Supporting evidence will be provided on request

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- e. The frequency of invoices will be monthly in arrears unless otherwise agree and
- f. Invoices will be paid within 30 days of receipt

~~Budgets for these services have been disaggregated prior to vesting day. If tonnages are higher or lower than forecast this may mean overspends or underspends may result. These should be considered as part of the disaggregation process at the end of the initial hosting period (related to the provision of residual waste and closed landfill services) with a view to rebalancing the budgets between NNC and WNC.~~

## 7. ADDITIONAL INFORMATION

### 7.1 Contractual Sinking Fund Payment

7.1.1 An annual capital payment is made to the contractor, which is known as the 'Sinking fund'. The Parties agree that payment will be recharged by NNC to WNC based on 5/9 of the annual cost. This payment is accrued by the contractor and spent on capital works required at the HWRCs, only with the consent of both the contractor and the client. NNC will consult with WNC regarding any proposed capital works to be funded from the sinking fund, with a view to reaching agreement including allocating costs on a site-by-site basis, with a view to ensuring fair investment between WNC and NNC

### 7.2 General Provisions

7.1.2 This agreement will conclude on the expiry of the HWRC contract (31.3.25) and payment of all remaining costs, noting that invoicing by the contractor is completed in arrears.

### 7.3 Upon expiry of the HWRC contract, that Parties agree that

7.3.1 Any funds remaining in the sinking fund will be refunded by the contractor to NNC as the Host authority. This capital refund will be shared between NNC and WNC, considering the investment in sites, ~~recorded by paragraph 10.1.3 on the basis of a 5/9 contribution and taking into account spend from the sinking fund (ie which sites have benefitted)~~

7.3.2 6 months prior to the expiry of the HWRC contract, the Parties will work together to document the assets associated with the contract and agree how these will be shared fairly between the authorities.

7.3.3 NNC will take all reasonable measures to ensure that the contractor complies with the terms of the provisions within the lease for vacating the sites and leaving them in a good state of repair.

7.3.4 It is the intention that any officers who were formally employed by NCC and which are associated with the management of these services will continue to be employed by NNC and there will be no further disaggregation of staff.

### 7.4 Consideration of Savings

7.4.1 There is a duty on both Parties to work together to secure efficiencies in the provision of these services, in line with the duty of best value.



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7.4.2 If either WNC or NNC are considering options for in-year savings, ~~(during the 2021-22 financial year)~~ or as part of a budget setting process for future financial years, it is agreed that neither Authority will consider options that negatively impact on the other Authority, without their agreement, or unless an agreement is made to compensate the authority which is negatively affected.

7.4.3 Any changes to services will only be implemented with the agreement of both parties. which will not be unreasonably withheld particularly if the changes in one authority do not directly affect the services or costs incurred by the other authority.

### 7.5 Cooperation & Review

7.5.1 Meetings between officers representing WNC and NNC will be held at least monthly or as otherwise agreed the Parties to enable the exchange of information, resolution of issues and continued transformation of the Waste Management Services.

7.5.2 If, within the term of this Schedule, either WNC or NNC identify an issue in the Waste Management arrangements, officers will meet and seek to resolve the issue, noting that this may require an amendment or variation to this schedule, pursuant to the terms of the IAA. This Schedule should be reviewed annually as a minimum frequency.

7.5.3 Following elections in May 2021, NNC and WNC ~~will seek to establish arrangements for member involvement to steer these services during the hosting period and for arrangements to enable cooperation and partnership after the hosting period to consider and investigate the joint delivery of some or all waste services~~ will liaise with its members regarding the provision of these services, with the discussions to be taken into account by the officers who are managing the contracts.

### 7.6 Recharge Mechanism

7.6.1 On transition to two Unitary authorities, the budget for HWRC services has been disaggregated and allocated to WNC and NNC. As NNC is hosting the HWRC service and associated contracts, the Parties agree that NNC will recharge WNC for the amounts incurred for these services as set out ~~in this clause 12 below.~~

7.6.2 Several parts of the HWRC budget (expenditure and income) are linked to tonnage, which is variable over the year, one month cannot be taken as representative i.e., multiplying by 12 to create a full year would not be accurate. Therefore, each month an accurate calculation will be made, based on the actual tonnages received at the HWRCs and invoiced by the operator to NNC, plus the fixed fees related to the Service.

7.6.3 All residual waste taken from HWRC sites is treated/landfilled through Lot 3 residual waste contract (which transfers to North Northamptonshire Council until its expiry). ~~Unless alternative arrangements are made under clause 1.5.~~

7.6.4 HWRC residual waste is generally not suitable for treatment under the current Residual Waste Treatment Contracts due to its bulky nature. Therefore, most HWRC waste is landfilled. The Parties acknowledge that different rates (£/t) apply to the waste which is treated and waste which is landfilled.

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- 7.6.5 Invoices are normally received from the contractor a month in arrears. Recharges to WNC will follow contractors' invoices that are verified and will be accompanied by evidence.
- 7.6.6 There is one annual amount of £64,927 payable to a contractual 'sinking fund' which will be recharged by NNC to WNC based on 5/9 of the annual cost. This is a capital payment.
- 7.6.7 The Parties acknowledge that the costs within the HWRC contract and the Wood Waste Contract are subject to inflationary increases annually.
- 7.6.8 For the avoidance of doubt, no additional costs (e.g., on-costs) should be added to the recharges without prior agreement between the Parties.
- 7.6.9 The table below itemises the revenue costs that are relevant to WNC for HWRC Services and how these will be recharged monthly.

Description	Recharge Basis
Tonnes of residual waste landfilled – gate fee	Multiply the actual tonnage of residual waste collected in WNC that have been landfilled by the Lot 3 treatment gate fee.
Tonnes of residual waste landfilled – tax	Multiply the actual tonnage of residual waste collected in WNC that have been landfilled by landfill tax.
Tonnes of residual waste treated	Multiply the actual tonnage of residual waste collected in WNC that has been treated by the Lot 3 treatment gate fee.
Tonnes of wood waste treated	Multiply the actual tonnage of household wood waste treated by the wood waste treatment gate fee.
Tonnes of Ad Hoc 'Hazardous and Additional Specified Contact Waste'	Note that these are minor materials accepted at the HWRCs for which a specific 'all in' handling, haulage and treatment rate applies. They will be recharged monthly by multiplying the individual tonnage for each material collected in WNC by the specific rate for that material.
Contractual Wood Waste Bonus	At year end, NNC will calculate if the wood waste target has been achieved and the amount of bonus payable. Should a wood waste bonus be payable at the end of each contract year, then WNC will pay a pro-rata amount based on the ratio of tonnage of wood collected in WNC to the tonnage of wood collected in NNC. Note this payment is normally made in June of the following financial year.
Contractual Recycling Bonus	At year end, NNC will calculate if a recycling bonus is payable and its amount. Should a recycling bonus be payable at the end of each contract year, then WNC will pay a pro-rata amount based on the ratio of tonnage of recyclables collected in WNC to the tonnage of recyclables collected in NNC.

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	Note this payment is normally made in June of the following financial year.
Management Fee	<p>The management fee for the HWRCs located in West Northamptonshire will be charged to WNC based on the rates set out within the HWRC contract.</p> <p>For 2021/22 these amounts are:</p> <ul style="list-style-type: none"> <li>• Brixworth £276,083.67</li> <li>• Daventry £309,075.57</li> <li>• Ecton Lane £346,023.93</li> <li>• Sixfields £326,607.08</li> <li>• Towcester £277,645.02</li> </ul>
Waste Handling and Haulage	This handling and haulage fee varies by material and will be recharged itemised by material at the applicable rate.
Recyclables Income	<p>A specific income per tonne is received for each recyclable material.</p> <p>Therefore, the income from recyclables collected in WNC will be itemised by material multiplied by the applicable income.</p> <p>The total will be deducted from the total recharged amount.</p>
Reuse Income	<p>An income from re-used materials and associated licences will be credited to WNC based on 54% of the annual income received since these materials may move between WNC and NNC.</p> <p>The total will be deducted from the total recharged amount.</p>
Trade Waste Royalty	The contactor pays a royalty payment for trade waste received at the HWRCs. NNC will deduct from the recharged amount the royalty received for trade waste accepted at WNC sites monthly.
e-permits IT system hosting & maintenance	The cost of the maintenance arrangements for the HWRC e-permit scheme will be recharged to WNC based on 5/9 of the annual cost.
e-permits hardware / replacement devices	The cost of hardware (e.g., handheld devices for site staff) required for the HWRC e-permits scheme will be recharged to WNC based on 5/9 of the actual cost, regardless of where the sites are located that require the devices since they are interchangeable between sites
Staff Costs, Travel Costs and PPE 1 April 2021 – 31 March 2022	No staff costs will be rechargeable in 2021/22 since these will be recharged via the separate schedule.

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<p>Staff Costs 1 April 2022 – 31 March 2025</p>	<p><del>50% of the staffing costs associated with the provision of the HWRC Services will be recharged to WNC. For the avoidance of doubt, staff costs to be recharged will include salary, NIC, Pension contributions only unless otherwise agreed. Note that the baseline staff for managing the HWRC contract are:</del></p> <ul style="list-style-type: none"> <li><del>☐ 1x waste performance officer (ex NCC post); and</del></li> <li><del>☐ 1x waste contracts officer (ex NCC post).</del></li> </ul> <p>Both authorities will be undertaking work for the other. The authorities have estimated the likely time spent by each authority supporting the other and will review and agree the value of any recharges i.e. the difference in the charges from one to the other. Given the expected balance of work for both authorities to the other, it is not anticipated that any recharging of costs will be necessary. This will be reviewed on a quarterly basis. Note that the baseline staff for managing the HWRC contract are:</p> <ul style="list-style-type: none"> <li>• 1x waste performance officer (ex NCC post); and</li> <li>• 1x waste contracts officer for site inspections for a limited time up to 1 year</li> <li>• 1x waste contracts officer providing support for the duration of the HWRC contract</li> </ul> <p>Proposals to change contract management resource for the HWRC Services should be made in consultation with WNC.</p>
<p>Travel Costs &amp; PPE</p>	<p>The costs <del>will be recharged at 50% of the actual costs incurred by NNC to WNC.</del> will be the responsibility of each Authority</p>

## 8. INFORMATON TECHNOLOGY

### 8.1 Service IT Systems

- 8.1.1 The Parties acknowledge that when the contract for 'OutSystems' (an IT platform necessary to host the HWRC e-permits system), expires the Parties agree to work together to find a solution to enable a system to remain in force to control trade waste abuse at the HWRCs
- 8.1.2 Charity Waste Permit System is used as part of the HWRC Service delivery. Charity Waste Permit System and the 'OutSystems' will require either procurement, extension or would need to comply with the individual IT systems notice requirements

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### 9. DATA CONTROLLER, DATA PROCESSOR ARRANGEMENTS

9.1 The following table details the data processor arrangements pursuant to the UK GDPR Article 28

<b>Waste HWRC (Hosted)</b>	
<b>Description</b>	<b>Details</b>
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, <b>North Northamptonshire Council</b> and <b>West Northamptonshire Council</b> are joint Data Controllers.
Subject matter of the processing	The management of waste disposal in accordance with EPA 1990 (section 51) and supplementary statutory guidance.
Duration of the processing	Hosted for more than 12 months – HWRC contract to expire <del>in 2025</del> <b>on 31st March 2025 or at the end of the contract if sooner</b>
Nature and purposes of the processing	Personal data is for the administration of all aspects relating to this service including: <ul style="list-style-type: none"> <li>• process applications for permits</li> <li>• process challenges or representations and appeals in respect of refused permits</li> <li>• to assist in investigation and prosecution (if applicable) cases including allegations of permit abuse and misuse</li> <li>• investigate complaints received in relation to the service</li> </ul>
Type of Personal Data being Processed (e.g., Name, dob, address)	name, address, vehicle registration number, contact details including phone numbers and email addresses, photographic evidence including still photos and CCTV images, images of individual if Urbaser, (the contractor who operates the Household Waste Recycling Centre Service) activates their body worn video camera, enquiries to the service, evidence to support investigations or prosecutions into allegations of permit misuse and abuse, evidence to support investigations into complaints received in the service, records of incoming and outgoing calls to or from Waste Management officers.
Categories of Data Individual (e.g., staff, client)	Residents
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The <del>Data Processor</del> <b>Joint Data Controllers</b> will process the data for the duration of the contract and no data will be retained beyond this date. Personal Data shall be returned to the data controller in a secure, and accessible format and any residual personal data shall be

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	permanently destroyed using formal procedures that comply to relevant industry standards. On receipt of the returned personal data, the Data Controllers shall retain it in line with the Council's retention schedule.
Lawful basis	<b>UK GDPR Art 6,1(e)</b> processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

### 9.2 DATA PROCESSING ARRANGEMENTS

- 9.2.1 In providing the HWRC Services on behalf of WNC by NNC, NNC will provide relevant information to WNC on request, in a transparent and timely manner
- 9.2.2 The Authorities will exchange information and data in a transparent and timely way to enable the provision of services, progress any enforcement action and provide information for audit purposes. Due regard will be given to data required for any Statutory returns and new requests for data will be made in a timely manner to enable the flow of information to be managed appropriately
- 9.2.3 **Up to the point of disaggregation of the work (1<sup>st</sup> February 2022)-** Data required to be entered onto Waste Data Flow (WDF) which is within the scope of the services detailed within this Schedule will be completed by NNC on behalf of WNC ~~during the term of this arrangement~~. For clarity, this data will be the data entered previously by NCC in its capacity as waste disposal authority, including questions Q11, Q14, Q23, Q25, Q26 and Q100, but which may be adjusted if Waste Data Flow change any of the data required or questions asked. ~~Note, this may require review after the initial data hosting period. After the initial hosting period (to 31<sup>st</sup> January 2022) NNC will provide WNC with data relevant to HWRCs for them to enter into WDF themselves in line with WDF deadline and both authorities will work together where needed to deal with any issues/questions arising.~~
- 9.2.4 Timescales for the receipt of information between the Parties will be agreed for each request and should be reasonable and achievable. If the timescales are particularly short, these should be justified
- 9.2.5 Where possible, requests for information related to services that are within the scope of this Schedule will be coordinated by the Business Support Manager (a role that will TUPE from NCC to NNC) to avoid duplicate or repeat requests for information, or to moderate requests that may take an unreasonable amount of time to fulfil
- 9.2.6 In the spirit of transparency, where it is reasonable for WNC to request data relating to NNC only, this should be shared. For example, this may relate to the performance of the residual waste contractors in meeting their targets, or communication from a regulatory body, or to inform a response to a general enquiry from a member of public or elected member
- 9.2.6 Meetings between officers representing WNC and NNC will be held at least monthly (unless mutually agreed between the Parties) and more frequently if

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required to enable the exchange of information, resolution of issues and continued transformation of the Services

### 9.3 Details of Bespoke Data Management Arrangements

9.3.1 Data and Information that is specific to HWRC Services includes, but is not limited to the following categories:

(i)	Tonnage data related to contract management and invoicing.	Provided by NNC to WNC at least monthly (noting that this data is normally in arrears) and exchanged between authorities as necessary in response to ad hoc requests.
(ii)	Tonnage data related to performance reporting or completion of waste data flow (for WDF, please also refer to 6.1.3)	Provided by NNC to WNC at least monthly and exchanged between authorities as necessary in response to ad hoc requests.
(iii)	Financial data related to contract management and invoicing.	Provided by NNC to WNC at least monthly and exchanged between authorities as necessary in response to ad hoc requests.
(iv)	Financial data related to budget monitoring, analysis, and planning.	Provided by NNC to WNC at least monthly and exchanged between authorities as necessary in response to ad hoc requests.
(v)	Financial and tonnage data required to support a zero-base budgeting process in WNC.	This will require provision of information and NNC officer support to enable the process.
(vi)	Information required to respond to FOIs related to all aspects of the service.	Provision of information as necessary between NNC and WNC.
(vii)	Information required to respond to complaints, noting that this may include CCTV images, bodycam images, and information provided by the contractor related to investigations.	Provision of information as necessary between NNC and WNC.
(vii)	Information required to take enforcement action, noting that this may include CCTV images, bodycam images, and information provided by the contractor related to investigations.	Provision of information as necessary between NNC and WNC.
(viii)	Information to help respond to Member and MP enquiries.	Provision of information as necessary between NNC and WNC.

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(ix)	Information to help inform committee and decision-making processes.	Provision of information as necessary between NNC and WNC.
(x)	Information required to be provided to or requested by a regulatory body.	Provision of routine and ad-hoc information as necessary between WNC and NNC.
(xi)	Information related to the HWRC e-permits system, including performance data and information to enable investigations related to incidents, enforcement or, complaints or information to enable further system improvements.	Provided by NNC to WNC at least monthly and exchanged between authorities as necessary in response to ad hoc requests.
(xii)	General information from the contractor which relates to the provision of the HWRC services, which may include operational issues.	Provision of routine and ad-hoc information as necessary between WNC and NNC.
(xiii)	Information related to a charity which has applied for a charity waste permit.	Provision of routine and ad-hoc information as necessary between WNC and NNC to authorise disposal or take enforcement action.
(xiv)	Information related to health and safety incidents in connection with the HWRC services, noting that this may include CCTV images, bodycam images, and information provided by the contractor related to investigations.	Provision of routine and ad-hoc information as necessary between WNC and NNC.
(xv)	Information related to 'business continuity' to ensure continued service provision.	Information to be exchanged where necessary to facilitate continuity of services within the scope of this schedule.
(xvi)	Information required to inform a risk register.	Provision of information as necessary by NNC to WNC.
(xvii)	Information required to complete national benchmarking types of questionnaires.	Provision of information as necessary between NNC and WNC.
(xviii)	Information to inform discussions with other authorities (e.g., neighbouring authorities or other authorities with a common contractor)	Provision of information as necessary between NNC and WNC.
(xix)	Information required to inform the development of a strategy for the provision of HWRC services after the expiry of the existing contract, and	Provided by NNC to WNC as requested within the final 3 years of the contract.



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	information required to inform the subsequent re-procurement or repatriation (in house) of this service.	
(xx)	Minutes, notes, and action points from meetings with contractors.	Provision of routine and ad-hoc information as necessary between WNC and NNC.
(xxi)	Information relating to any notice, order or instruction issued or served on it by a Regulatory Body relating to the service or to the agreement	Provision of information as necessary between NNC and WNC.
(xxii)	Information covered under any non-disclosure or confidentiality agreements that affect service provision relating to the shared service element.	Where lead authority is bound by contract to confidentiality, but that Contract is for service provision across WNC and NNC, officers shall share relevant information required in the ongoing management or commissioning of services.
Xxiii)	Information shared between NNC and WNC by email to enable shared working as part of the collaborative working arrangements following on from TUPE and disaggregation processes	Access to and provision of ad-hoc information as necessary between WNC and NNC

9.3.2 The categories of information listed in the table above are not 'all-inclusive' and where it is reasonable, information related to the services within the scope of this schedule should be exchanged on request.