

22. SCHEDULE 22:

FACILITY INPUT **SPECIFICATIONS**

Schedule 22 (Facility Input Specification)

Part One

Mechanical Biological Treatment Input Specification

1. MBT Acceptable Waste:

- 1.1 MBT Acceptable Waste is all Contract Waste unless it is Ad Hoc Waste or MBT Unacceptable Waste as defined in paragraph 2 below.

2. MBT Unacceptable Waste:

MBT Unacceptable Waste which may be rejected from the MBT Facility comprises those categories, quantities and types of Contract Waste set out in this paragraph 2 (MBT Unacceptable Waste).

- 2.1 Materials that may be rejected by the Contractor for MBT treatment are:
- a. Hardcore, rubble and soils
 - b. Large or bulky items, including without limitation mattresses, bedsteads, sofas, carpets, garden furniture and large plastic toys.
 - c. Materials arising from WCA commercial and industrial collections that in the reasonable opinion of the Contractor, acting in accordance with Good Industry Practice, are unsuitable for processing at the MBT Facility. By way of example (but without limiting the generality of the foregoing) this may be due to their general mechanical or non-biological properties (e.g. televisions) or to the requirements of Legislation (e.g. Category 3 material as defined under the Animal By-Products Regulations 2005).
 - d. Materials arising from WCA clearance of fly-tipped waste that in the reasonable opinion of the Contractor, acting in accordance with Good Industry Practice, are unsuitable for processing. By way of example (but without limiting the generality of the foregoing) this may be due to their general mechanical or non-biological properties (e.g. televisions) or Legislation (e.g. Category 3 material as defined under the Animal By-Products Regulations 2005).
 - e. Contract Waste whether by component or Load that is contaminated by the addition of a substance or item or items (including without limitation solvents or hydrocarbons) to such a degree that it is, in the reasonable opinion of the Contractor acting in accordance with Good Industry Practice, unsuitable for processing at the MBT Facility.
 - f. Ad Hoc Waste

2.2 The above list is not exhaustive and may include other components or Loads of Contract Waste if the Contractor can demonstrate to the Authority's reasonable satisfaction that:

2.2.1 the nature and/or volume of a component or item of Contract Waste or

2.2.2 the way in which the Contract Waste or a Load of Contract Waste is presented or delivered

is such as to render the Contract Waste or the Load unsuitable for processing at the MBT Facility.

2.3 If the Contractor demonstrates such unsuitability to the Authority's reasonable satisfaction then the Load or the Contract Waste may be treated as MBT Unacceptable Waste. Any dispute shall be referred to the Dispute Resolution Procedure.

2.4 Loads of Contract Waste shall not be treated as MBT Unacceptable Waste and rejected from the MBT Facility under paragraph 2.1(e) or 2.2 above where the level of MBT Unacceptable Waste can be brought within reasonable levels, by minimal and safe sorting using normal personal protective equipment (e.g. gloves, steel soled boots etc). Minimal sorting shall be undertaken by the Contractor at no additional cost to the Authority, provided it shall not take more than 5 minutes per 10m³ of Contract Waste. As a guide, any Contract Waste Load judged by the Contractor acting reasonably and in accordance with Good Industry Practice on visual inspection to be in excess of 5% contaminated with MBT Unacceptable Waste will be deemed to be too heavily contaminated to warrant such minimal sorting.

2.5 For the avoidance of doubt, MBT Unacceptable Waste includes both:

2.5.1 Individual items of MBT Unacceptable Waste intercepted and rejected by the Contractor either at the Reception Hall or during the treatment process; and

2.5.2 Loads of Contract Waste which are deemed pursuant to this Part 1 of Schedule 22 to be MBT Unacceptable Waste intercepted or rejected by the Contractor either at the Reception Hall or during the treatment process.

2.6 The procedure to be followed in the event that the Contractor rejects a Load of Contract Waste from the MBT Facility is set out in Part 3 (Acceptance and Rejection Procedure) of this Schedule 22.

Part Two

In-Vessel Composting Input Specification

1. IVC ACCEPTABLE WASTE

- 1.1 Contract Waste which meets the requirements of this paragraph 1.1 shall prima facie be IVC Acceptable Waste unless it is deemed to be IVC Unacceptable Waste pursuant to paragraph 2 below. Subject to the foregoing, IVC Acceptable Waste shall be Contract Waste which is:

- a.
 - i. Kitchen Waste;
 - ii. Catering Waste;
 - iii. Garden Waste;
 - iv. Paper and card,
arising from households; or
- b. Green Waste arising from HWRCs.

In each case the Kitchen Waste, Catering Waste, Green Waste and paper and card shall have been both separately collected and separately delivered from other components of Contract Waste, though for the avoidance of doubt, the different commodities described in this paragraph need not necessarily have been separately collected and delivered from each other.

In this context (notwithstanding any other provision of this Contract) IVC Acceptable Waste shall only include Kitchen Waste or Catering Waste to the extent of the definition of such Wastes under the Animal By-Products Regulations 2005 (SI 2347) and its amendments.

2. IVC UNACCEPTABLE WASTE

- 2.1 Contract Waste (whether by item or Load) shall be IVC Unacceptable Waste if:
- a. it is Ad Hoc Waste and/or
 - b. if a Load contains one or more of the materials in column one of table 1 below if that material is in excess of the volume in column two of table 1.

2.2 TABLE 1 – CONTAMINANTS AND MAXIMUM QUANTITIES

Column one: Contaminants	Column Two: Maximum Proportion of Load (by volume)
Paper/Card	75%
Soil	3%
Plastic	1.0%
Textiles	1.0%
Metals	0.5%
Glass	0%
Nappies	0%
Treated timber	0%
Rubble and hardcore	0%

- 2.3 IVC Unacceptable Waste shall also include Contract Waste whether assessed by component or Load that is contaminated by the addition of a substance or substances or item or items (including without limitation solvents or hydrocarbons) to such a degree that it is, in the reasonable opinion of the Contractor acting in accordance with Good Industry Practice, unsuitable for processing at the IVC Facility.
- 2.4 The above list is not exhaustive and may include other components or Loads of Contract Waste if the Contractor can demonstrate to the Authority's reasonable satisfaction that:
- 2.4.1 the nature and/or volume of a component of Contract Waste or
 - 2.4.2 the way in which the Contract Waste or a Load of Contract Waste is presented or delivered
- is such as to render the Contract Waste or the Load unsuitable for processing at the IVC Facility.
- 2.5 Loads of Contract Waste shall not be rejected where the level of contaminants can be brought within the maximum proportion allowable under Table 1, by minimal and safe sorting using normal personal protective equipment (e.g. gloves, steel soled boots etc). Minimal sorting shall be undertaken by the Contractor at no additional cost to

the Authority, provided it shall not take more than 5 minutes per 10m³ of a Load.

- 2.6 For the avoidance of doubt, IVC Unacceptable Waste includes both:
 - 2.6.1 Individual items of IVC Unacceptable Waste intercepted and rejected by the Contractor either at the reception of the IVC Facility or during the treatment process and
 - 2.6.2 Loads of IVC Unacceptable Waste intercepted and rejected by the Contractor either at the reception of the IVC Facility or during the treatment process.
- 2.7 The procedure to be followed in the event that the Contractor rejects a Load of Contract Waste from the IVC Facility is set out in Part 3 (Acceptance and Rejection Procedure) of this Schedule 22.
- 2.8 Contract Waste which is rejected for treatment in the IVC Facility as being IVC Unacceptable Waste unless it is identified as MBT Unacceptable Waste shall be redirected to the MBT Facility and Part one of this Schedule 22 shall apply.

Part Three

Acceptance and Rejection Procedure

1. INTRODUCTION

- 1.1 Without prejudice to the Authority's rights under the provisions of Clause 34 of the Project Agreement (Inspection and Monitoring), the Contractor may reject items of MBT Unacceptable Waste from the MBT Facility or items of IVC Unacceptable Waste from the IVC Facility without notifying the Authority, in each case whether the item had entered the treatment process or not.

Where the Contractor proposes to reject an entire Load from either the MBT Facility or the IVC Facility (or both) the Parties shall follow the procedure set out in this Part 3 of Schedule 22.

2. LOAD ACCEPTANCE/REJECTION PROCEDURE

- 2.1 In determining if a Load complies with the relevant Input Specification or otherwise the Contractor and the Authority shall follow the procedure, outlined in paragraphs 3 to 5 of this Part 3 of Schedule 22.

3. POINT OF RESPONSIBILITY

- 3.1 The Contractor shall be responsible for monitoring the Contract Waste for compliance with the IVC and MBT Input Specifications in Parts One and Two of this Schedule 22.
- 3.2 After evaluation and inspection, where a Load has been determined to be IVC or MBT Unacceptable Waste (as applicable) the Contractor, shall notify the Authority by telephone or e-mail that the Load is potentially rejectable.

4. JOINT INSPECTION

- 4.1 Except in cases of emergency as notified by DEFRA, the Environment Agency or other such similar Relevant Authority, or a restriction imposed by Legislation any Load in respect of which the Authority has been notified under paragraph 3.2 above shall (unless the Authority confirms that the procedures set out in paragraphs 4, 5 and 6 are not required and that the Load is deemed to be IVC or MBT Unacceptable Waste (as applicable)) be stored separately at the MBT and/or IVC Facilities for up to two Business Days pending a joint inspection by the Contractor and the Authority. The Contractor shall make facilities and access available for such inspection during these two Business Days. Where the Authority notifies the Contractor that a joint inspection is not possible within such timeframe the Contractor shall provide the Authority with photographic evidence of the MBT or IVC Unacceptable Waste to facilitate a remote inspection by the Authority within such timeframe.

5 AGREED REJECTED LOADS

- 5.1 Where the Contractor and the Authority agree within two Business Days of the Authority receiving the notification under paragraph 3.2 above that a Load has failed to meet the requirements of the relevant

Facility Input Specifications in this Schedule 22 then subject to Clause 116 (Exclusive Remedies and Accrued Rights) the Load shall be removed by the Contractor and disposed of (as applicable):

- (a) In the case of IVC Unacceptable Waste, through the MBT Facility (provided it is not also MBT Unacceptable Waste)
- (b) In the case of MBT Unacceptable Waste, to Landfill (provided it is not a Recyclable Material) or as Ad Hoc Waste in the case of Ad Hoc Waste.

5.2 In the event that the Authority has not confirmed either its agreement or disagreement within the period of two Business Days as specified in paragraph 3.2 above then the Load shall be deemed to have been rejected by agreement of the Parties.

6. FAILURE TO AGREE LOAD REJECTION

6.1 Where the Contractor and the Authority fail to agree under paragraph 5 above whether a Load is IVC or MBT Unacceptable Waste where paragraph 5.2 does not apply, the Load shall be subject to the requirements of paragraph 6.2 and 6.3 below.

6.2 The Contractor and the Authority shall appoint a suitably qualified and experienced independent third party to undertake an evaluation of the Load. If the Parties fail to agree an independent third party to undertake the evaluation within 24 hours of the failure to agree under paragraph 5 above, then such independent third party shall be nominated by the president for the time being of TeCSA in accordance with Clause 113.4.1.7 of the Project Agreement.

6.3 If the independent third party determines that a Load:

- (a) is IVC or MBT Unacceptable Waste (as applicable) the independent third party's costs of the evaluation shall be paid by the Authority;
- (b) is MBT or IVC Acceptable Waste then the independent third party's costs of the evaluation shall be paid by the Contractor.