

# 'LOOKING AFTER DERBYSHIRE'S WASTE'

## MEMORANDUM OF UNDERSTANDING Final Draft



**October 2006**

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## **Purpose**

This Memorandum of Understanding provides a framework for guiding the implementation of the Derbyshire Joint Municipal Waste Management Strategy (JMWMS) to ensure the effective management of municipal waste in the county and the City over the next 20-30 years.

This Memorandum will underpin the establishment of appropriate solutions by the Waste Disposal Authorities (WDAs) and the Waste Collection Authorities (WCAs), (referred to as “the Partners” from here on) to ensure that EU and Government waste management targets are met and that Derbyshire’s waste is managed in a sustainable manner. It should be noted that Derby City Council have responsibilities for both waste collection and disposal.

It will also:

- demonstrate how the “Partners” will effectively work together to co-ordinate their efforts,
- clarify, document and confirm the respective roles, responsibility and contribution of each Partner to the delivery of the JMWMS,
- ensure a commitment to the development of appropriate and rigorous performance management and project management arrangements.

This Memorandum further constitutes an agreement that all the Partners will commit to keep each other fully informed and consult each other, where appropriate, about their plans and intentions, so far as is reasonably possible, regarding future contracts and changes that could affect effective waste management in Derbyshire.

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## 1 Introduction

1.1 The Joint Municipal Waste Management Strategy (JMWMS) has been developed by the Derbyshire Integrated Waste Management Group (DIWWMG). The revised Strategy, taking account of views expressed, will be considered for adoption by all the authorities comprising the DIWWMG in 2006.

1.2 The DIWWMG has recognised that partnerships between authorities and between authorities and private sector contractors can provide new opportunities for cost effective waste management solutions.

1.3 The principles set out in the Strategy will provide guidance for the Partners to bring about Integrated waste management through contracts, bilateral agreements, and other means.

1.4 The key objective of the DIWWMG will be to oversee the implementation of the JMWMS in a manner that meets all the strategy objectives.

1.5 In determining the viability and performance of any existing or proposed new activity or process due regard shall be given to the effect and impact of that decision upon: -

- local people and their environment
- value for money
- the delivery of the JMWMS
- the joint working arrangements of the DIWWMG.

1.6 This Memorandum of Understanding shall continue as long as there is a need to have a defined relationship between the Partners to implement the JMWMS.

1.7 This Memorandum shall be reviewed and updated to reflect any changes in the services provided by the authorities at periods not exceeding two years or at an earlier date if there is any new Government legislation or regulation affecting waste management.

# 2 Delivery of the Derbyshire Joint Municipal Waste Management Strategy

## 2.1 The Targets

2.1.1 The European Union Landfill Directive will severely limit the future disposal of biodegradable municipal waste (BMW) by landfill. The Directive will be enforced through allowances given to the WDAs and managed through the Landfill Allowance Trading Scheme (LATS). Compliance will be better managed by partnerships and joint working arrangements between the Waste Disposal Authorities (WDAs), the Waste Collection Authorities (WCAs) and private sector companies.

2.1.2 The overall national targets for the United Kingdom are: -

Permitted biodegradable municipal waste going to landfill

1995 level	100%
2010 level	75% of 1995 level
2013 level	50% of 1995 level
2020 level	35% of 1995 level

(These values include a derogation of four years applicable to the UK).

2.1.3 To achieve the national targets embodied in the Landfill Directive the Government has firstly established national and local recycling, composting and recovery of value targets.

The national targets, specified in the Guidance on Municipal Waste Management Strategies, March 2001, (DETR March 2001) are: -

- to recycle or compost at least 18% of household waste by 2003
- to recycle or compost at least 25% of household waste by 2005
- to recycle or compost at least 30% of household waste by 2010
- to recycle or compost at least 33% of household waste by 2015
  
- to recover value from 40% of municipal waste by 2005
- to recover value from 45% of municipal waste by 2010
- to recover value from 67% of municipal waste by 2015
  
- to exceed these targets in the longer term

The local recycling and composting targets subsequently set by each authority are shown below:

Authority	Target for 2004/2005	Outturn for 2004/2005	Target for 2005/2006
Amber Valley Borough Council	17	14.6	25
Chesterfield Borough Council	22	23.8	26.7
Derby City Council	19.9	21.4	27.5
Derbyshire County Council	18	22.8	26
Derbyshire Dales District Council	20.6	22.5	35.7
District of Bolsover Council	11	10.8	19
Erewash Borough Council	23.2	28.3	32
High Peak Borough Council	10.3	10.7	18.5
North East Derbyshire District Council	18	15.6	25
South Derbyshire District Council	18.3	24.3	24.5

2.1.4 The LATS targets set for the County Council and Derby City by central Government are set out below. These are the maximum quantities of BMW that can be landfilled in any given year and any excess landfilled may incur significant financial penalties.

Year	Derbyshire County Council (Tonnes)	Derby City Council (Tonnes)	Total Allocation (Tonnes)
2005/06	232,504	71,476	303,980
2006/07	219,522	67,440	286,962
2007/08	202,212	62,059	264,271
2008/09	180,575	55,333	235,908
2009/10	154,610	47,261	201,871
2010/11	137,401	42,001	179,402
2011/12	120,191	36,740	156,931
2012/13	102,981	31,479	134,460
2013/14	98,564	30,129	128,693
2014/15	94,147	28,779	122,926
2015/16	89,729	27,428	117,157
2016/17	85,312	26,078	111,390
2017/18	80,894	24,728	105,622
2018/19	76,477	23,377	99,854
2019/20	72,059	22,027	94,086

2.1.5 The guidance and targets referred to in paragraphs 2.1.3 and 2.1.4 shall be considered at all times as a fundamental goal in the delivery of the Strategy. However it should be noted that future recycling and composting targets are currently the subject of consultation with a view to new targets being set for future years.

2.1.6 The legislation and regulations applying to waste management are subject to frequent change and, hence, any new contracts let to collect, treat, or dispose of waste must be sufficiently flexible to accommodate future changes.

## **2.2 Working Together to Deliver the Strategy**

2.2.1 The Government has recognised that partnerships between authorities and between authorities and the private sector can provide new opportunities for cost effective waste management solutions.

2.2.2 The Partners in Derbyshire have a well established track record of working together and will continue to promote closer group working and to explore opportunities for working with the private sector, with the over riding objective of delivering the Strategy and hence minimising LATS exposure\*, maximising recycling and recovery, optimising costs and providing a sustainable waste management service.

\* LATS exposure refers to the financial penalties that may be levied on both WDAs if the quantity of municipal waste landfilled by them is greater than the quantity they are allowed to landfill under the Landfill Allowance Trading Scheme (LATS) which has been set up by Government as a method of implementing the EU Landfill Directive.

2.2.3 Individual authorities may have particular schemes or initiatives that they wish to pursue in pursuit of the above goals and it is possible that in some circumstances these could have an adverse effect on other partner authorities or private sector partners. It is essential, therefore, that full consultation is maintained between Partners to avoid potential problems and conflicts.

## **2.3 Achieving the Targets**

2.3.1 The Partners acknowledge the fundamental importance of the targets set out in paragraphs 2.1.2, 2.1.3 and 2.1.4 and agree to work together to achieve them.

2.3.2 To achieve the diversion of biodegradable waste from landfill required to meet LATS targets, further development of collection schemes and a significant change in the treatment and disposal process will be required. All partner WDAs and WCAs will work together to ensure the long term collection, treatment and disposal contracts are compatible with this objective.

2.3.3 The Partners agree that written commitments will be needed from each authority to clarify, document and confirm their contribution to delivering the Strategy, so far as is reasonably possible. (These commitments will be attached as an appendix to this document at a future date.)

2.3.4 The Partners recognise that marketing and education programmes are a fundamental part of the waste management process and agree to develop and

implement a Waste Marketing Plan that is designed to raise awareness, modify attitudes and ultimately change public behaviour with respect to waste minimisation, reuse, recycling and composting.

2.3.5 Individual WCAs working in partnership with the WDAs can institute their own processes to achieve local recycling rates bearing in mind point 2.2.3.

## **2.4 Contract Specification**

2.4.1 The WDAs will work in partnership with each WCA on the development of new waste management facilities needed to enable all Partners to provide a sustainable and cost effective service to the public whilst meeting all EU and UK statutory performance targets.

2.4.2 The WCAs will work in partnership with the WDAs on the development and provision of collection services to ensure that there is compatibility between the various collection systems and the provision of new waste management facilities.

2.4.2 The consultations will take into account the Government criteria such as: -

- Best Value
- Government targets and guidance
- Performance Indicators
- LATS

2.4.3 Locally derived criteria will also be considered, such as:-

- Best Practicable Environmental Option (BPEO)
- Sustainable Waste Management Option (SWMO)
- Proximity Principle
- The total cost to the taxpayer
- Employment implications
- Derbyshire Joint Municipal Waste Management Strategy
- Local BVPIs

## **2.5 Changes to Services**

2.5.1 No changes should be introduced to service arrangements that could expose a Partner Authority to contractual penalties from third parties unless all affected authorities agree.

2.5.2 Any change in the delivery point for waste shall be discussed by the Partner Authorities, and where possible, at least 12 months notice of a permanent change in a delivery point shall be given by the WDA to an affected WCA.

2.5.3 The WDA agrees to inform each WCA of the delivery points to be used after 1<sup>st</sup> April each year, no later than September 1<sup>st</sup> of the previous year. Where new waste



treatment facilities have been provided, the WDA may wish to enter into a contractual agreement with WCAs to deliver waste of a specified composition and quantity (so far as is reasonably practical) to a designated delivery point for a period of time up to 25 – 30 years.

2.5.4 Partners shall use their best endeavours to minimise changes and maximise economies in the services and work towards uniformity in all service areas.

2.5.5 Contingency plans will be prepared by the WDA for all the waste delivery points that could be closed at short notice due to events such as fire. These plans shall be developed in partnership and agreed with each WCA.

2.5.6 Any service that generates, collects or disposes of any waste that comes under the definition of municipal waste shall be covered by the above points.

## **2.6 Reporting and Statistics**

2.6.1 The Partners agree that key statistics provide essential information to enable better services to be provided. The relevant statistics as required for reporting to Waste Data Flow, Best Value, CIPFA and other statistical returns shall therefore be collected in a timely manner by each WCA and WDA and freely exchanged between the Partners. The WCAs in particular note the effect their reporting to Waste Data Flow can have on the need for the WDA to purchase landfill allowances.

2.6.2 The Partners will jointly agree the local statistical requirements against prescribed data quality standards to enable each partner to compare its own performance with that of the other partners.

## **2.7 Best Value**

2.7.1 The WCAs and the WDA agree to work jointly to provide the taxpayer with the most cost effective services that meet the Best Value criteria.

2.7.2 Best Value reviews encompassing all aspects of Waste Management shall incorporate consultations with all the relevant Partners.

## **2.8 Seeking Funding**

2.8.1 Partners should, where practicable, co-ordinate their efforts to obtain additional funding and maximise the finance available to improve all waste management services.

2.8.2 Partners shall consult and agree methods to minimise the costs of waste management.

## **3 Service Provision**

### **3.1 Statutory Duties and other Services**

**3.1.1** The Partners all have duties under various Acts or Regulations and the key ones are listed below:

- Collection of waste streams that come under the definition of municipal waste
- Providing Disposal Points for municipal waste
- Collection and disposal of hazardous household and commercial waste
- Collection and treatment of reusable/recyclable/compostable wastes
- Collection and disposal of household clinical waste
- Provision of Household Waste Recycling Centres (Civic Amenity sites)
- Collection and disposal of abandoned motor vehicles
- Street Cleansing and other services that Generate Municipal Waste
- Removal of fly tipping

#### **3.1.2 Collection of Municipal Waste**

3.1.2.1 The implementation of the JMWMS developed by the Partners will require the introduction of new waste management facilities (composting plants, residual waste treatment plants, etc.) over the next ten years. The Partners therefore agree to ensure that the terms of any new waste contracts let in the meantime are sufficiently flexible to allow future service changes to be introduced without contractual penalties being incurred.

3.1.2.2 The WCAs agree to consult with the Partners to this agreement before any new contracts are let to ensure that all potential interfaces and conflicts are considered.

#### **3.1.3 Providing Disposal Points for Municipal Waste**

3.1.3.1 The contracts for disposal expire on 31st March 2008 (or 29th February 2008 in the case of Derby City). New contracts to provide future disposal need to be awarded prior to this date. The Contract Project Team, which has representatives from the WDAs and WCAs on it, will consider bids received from private sector contractors and ensure that all Partners are consulted on their future delivery / disposal points before any commitments are made.

3.1.3.2 It is accepted by all Partners that the quantity and nature of residual waste collected at the kerbside will change substantially over the next ten years. The Partners will jointly estimate and agree, so far as is reasonably practicable, the future quantities of dry recyclables, organic waste and residual waste that will be collected at the kerbside. This information will be incorporated into the tender documents (in good faith) to provide information to the tenderers on projected future developments.

3.1.3.3 The WDAs agree to consult with the WCAs throughout the procurement process to ensure that all potential interfaces and conflicts are considered before any new contracts are let.

3.1.3.4 When a WCA is directed to deliver collected waste to a new delivery point whereby additional costs are incurred, then the WDA will consider a contribution to the reasonable additional costs incurred. Each case will be considered on an individual basis. The WDA agrees that all new contracts for the treatment and disposal of municipal waste will seek to minimise transportation between collection rounds and delivery points which may be a transfer station, a treatment facility or a landfill site. The WDAs agree to involve the WCAs in decisions affecting their particular delivery points.

### **3.1.4 Collection, Treatment and Disposal of Hazardous Household and Commercial Waste**

3.1.4.1 Legislation has newly defined further parts of household and commercial waste as “hazardous”. The demand for this service is therefore likely to increase. The Partners agree that methods of minimising additional costs will be explored by DIWMG to enable a common approach to the handling and treatment of hazardous wastes to be adopted.

3.1.4.2 The waste management licences and operating protocols on the Household Waste Recycling Centres will be reviewed and modified so that the public can continue to recycle or dispose of all categories of household waste.

### **3.1.5 Collection and Treatment of Reusable/ Recyclable/Compostable Wastes**

3.1.5.1 The Partners agree that kerbside separation is a cost effective means of minimising disposal and treatment costs and is currently the preferred method of achieving future reuse/ recycling / composting targets. The Partners will therefore promote kerbside source separation of waste and collect separated waste giving due consideration to economic, health and safety and environmental issues.

3.1.5.2 Organic waste from the kitchen and garden is easily identifiable and will be a prime target for separate collection so that it can be processed into compost or other marketable commodities.

3.1.5.3 Reusable, recyclable and compostable materials collected through Household Waste Recycling sites and bring sites will continue to be collected and the Partner Authorities will consult and explore opportunities for joint processing and material sales.

### **3.1.6 Collection and Disposal of Household Clinical Waste**

3.1.6.1 The Partners agree to adopt the guidance note prepared by DIWMG in consultation with the local Health Authorities as the preferred method of dealing with clinical and incontinence waste (DIWMG Best Practice Guide 2003).

3.1.6.2 The Partners will explore methods of joint working to minimise transport costs and render the service more cost effective.

### **3.1.7 Provision of Household Waste Recycling Centres**

3.1.7.1 There are currently seven active household waste recycling centres in Derbyshire. One is provided by Derby City Council and the other six sites are provided by Derbyshire County Council.

3.1.7.2 There is an under provision of recycling facilities in specific areas of the County. To address this under provision, County Council approval was granted in October 2000 to seek sites and funding for a further six new facilities. One has since been developed in Ashbourne and is now operational. The priority areas identified in 2000 for the remaining five sites were as follows: -

- 1) a site to serve the Buxton, Chapel-en-le-Frith, New Mills and Whaley Bridge area.
- 2) a site to serve Matlock, Darley Dale, Wirksworth, Bakewell and surrounding areas.
- 3) a site to serve the Hope Valley area.
- 4) a site to boost the current facilities in the Amber Valley area and in the general area of Alfreton.
- 5) a site to serve the Bolsover area.

Sites are currently being acquired to serve the locations identified in 1), 2), 4) and 5).

The Partners agree to keep the priority areas under review and to make recommendations where appropriate for additional areas to be considered.

### **3.1.8 Collection and Disposal of Abandoned Vehicles**

3.1.8.1 Under the Refuse Disposal (Amenity) Act 1978 the legal responsibility for the storage and disposal of abandoned vehicles lies with the WDA while the responsibility for the removal of abandoned vehicles lies with the WCAs. The Partners have agreed that the local WCA deals with all aspects of the vehicle and notifies the WDA of the action taken and the costs involved in the disposal. The agreement details the cost recharge mechanisms between the Partners (see appendix 1).

3.1.8.2 The Partners recognise that changes will be brought about by future legislation (Clean Neighbourhoods and Environment Act 2005 and the ELV (Producers Responsibility) Regulations 2005) and agree to work in partnership to manage the potential impact on existing arrangements.

### **3.1.9 Street Cleansing and other Services that Generate Municipal Waste**

3.1.9.1 The Partners acknowledge that municipal waste is generated / collected by various departments within their authority such as Street Cleansing and Trade Waste. They will therefore ensure that their representatives on the DIWMMG are responsible for identifying all the relevant services that generate / collect MSW and for collating information / statistics, as far as is reasonably possible, on the type, quantity and disposal methods used for all these waste streams.

### **3.1.10 Removal of Fly Tipping**

The Partners will produce a best practice guide to ensure that a uniform and cost effective protocol is adopted by all authorities in compliance with all relevant legislation.

### **3.2 Recycling Credits**

3.2.1 Any WCA that collects materials for recycling may claim Recycling Credits from the WDA at the appropriate rate.

3.2.2 The WDA agrees that there will be no change in the Recycling Credit system except by mutual agreement with individual WCAs or brought about by changes in Government legislation. Current Defra guidance can be found through the following link: <http://www.defra.gov.uk/environment/waste/legislation/hwra/hwra-guidance.pdf>

### **3.3 Processing Reusable and Recyclable Materials**

3.3.1 The following types of waste have been identified as having potential for reuse and recycling:

- Paper
- Card
- Books
- Glass
- Plastic
- Ferrous scrap
- Non ferrous scrap
- Textiles
- Timber and timber products
- Car batteries
- Bric-a-brac
- Oil
- Motor vehicles
- WEEE

3.3.2 The reuse and recycling of these items is currently arranged locally. There are therefore variations in the revenue obtained or costs incurred by the Partners for the different waste streams.

3.3.3 The Partners therefore agree to exchange information about the values of materials on a regular basis and, where appropriate, make regular joint approaches to the purchasing merchants in order to maximise income and the robustness of contracts.

### **3.4 Voluntary Groups**

3.4.1 The Partners recognise that third parties (including voluntary and charitable groups) may provide a cost effective means of recycling and shall, wherever possible, encourage these organisations, to promote and introduce recycling schemes.

## **4 Other Issues**

### **4.1 Confidentiality**

4.1.1 Each Partner will wish to ensure that the information it supplies to others is subject to appropriate safeguards in order to avoid prejudicing its interests. All Partners accept that in certain circumstances a duty of confidence may arise and will between themselves respect legal requirements of confidentiality. Each Partner can only expect to receive information if it treats such information with appropriate discretion.

In particular, the Partners accept:

- a. it is for the partner providing the information to state what, if any, restrictions there should be upon its usage;
- b. each Partner will treat information which it receives in accordance with the restrictions which are specified as to its usage;
- c. disclosure of information will be subject to the Data Protection Act 1998 and the requirements of the Freedom of Information Act.

### **4.2 Communication and Consultation**

4.2.1 All Partners are committed to the principle of good communication with each other.

4.2.2 Against this background, and in confidence where necessary, Partners will seek:

- d. to alert each Partner as soon as practicable to relevant service and project developments
- e. to give appropriate consideration to the views of the other Partners.

### **4.3 Exchange of Technical and Policy Information**

4.3.1 In order to ensure that project administration operates effectively, all Partners will aim to provide each other with as full and open as possible access to any relevant technical and policy information including research. These exchanges between Partners may be subject to restrictions or requirement, such as those relating to confidentiality or freedom of information.

### **4.4 Contractual or Professional Disputes and Arbitration**

4.4.1 All Partners agree that in the event of a dispute arising that does not get resolved through reasonable discussion, an independent arbitrator will be appointed in an effort to resolve any dispute between project Partners or with the successful contractor(s).

4.4.2 All Partners agree to appoint the Local Government Ombudsman in this instance, to act as arbitrator.

## **4.5 Signatories**

4.5.1 As a gesture of intent, all Partners are asked to read the contents of this document and, if in agreement, sign the page relevant to their Authority.



## List of Appendices

### Appendix

- 1 Abandoned Vehicles
- 2 Signatories
- 3 Individual commitments from each authority to contribute to the delivery of the Derbyshire Joint Municipal Waste Management Strategy.

**Appendix 1**

**DATED**

**2004**

**THE DERBYSHIRE COUNTY COUNCIL**

**- and -**

**\*\*\*\*\*COUNCIL**

**A G R E E M E N T**

**under Section 101 Local Government Act 1972 in  
relation to the exercise of functions in respect  
of abandoned vehicles**

**Case No 8286**

**D W TYSOE  
COUNTY SECRETARY  
MATLOCK**



3. The District Council may arrange for the discharge of the Statutory Functions by a committee sub-committee or an officer or officers of the District Council and subsection (2) of Section 101 of the 1972 Act shall apply to the Statutory Functions as it applies to the functions of the District Council.

4. Notwithstanding the provisions of clauses 1 and 2 hereof nothing herein shall prevent the County Council from exercising the Statutory Functions or any of them provided that the County Council will not exercise any of the Statutory Functions except in the case of emergency or in case of default on the part of the District Council and then only after consultation with the District Council unless the urgency of the situation in the opinion of the County Council does not permit such consultation.

5. Notwithstanding the provisions of clause 1 and 2 hereof the District Council may in any particular case or any particular period request the County Council to exercise the Statutory Functions or any of them in which case the County Council may in its discretion exercise the functions to the exclusion of the District Council.

6. The District Council may enter into contracts with third parties for those third parties to undertake works and the supply of goods or services for the purposes of the Statutory Functions. In the award of such contracts the District Council shall so far as applicable in the particular circumstances comply with all statutory requirements imposed upon it and its own standing orders in relation to contracts and financial regulation for the time being in force.

7. All officers and other employees agents and contractors of the District Council engaged in the discharge of the Statutory Functions or any of them shall not for any purpose be deemed to be officers employees agents or contractors of the County

Council whilst so engaged or purporting to act or omitting to act when required in connection with the discharge of the Statutory Functions or any of them.

8. All orders notices or other documentation given or issued by the District Council or by agents or contractors of the District Council in connection with the discharge of the Statutory Functions shall be given or issued in the name of the District Council **PROVIDED THAT** in relation to any legal proceedings brought by or against the District Council in connection with the Statutory Functions the District Council may indicate if required to by the County Council that the District Council acts as agent for the County Council under the provisions of this Agreement.

9. In the discharge of the Statutory Functions the District Council shall be entitled to instigate and defend legal proceedings whether such be of a criminal or civil nature.

10. All expenditure costs and charges (including any VAT) incurred by the District Council in relation to the discharge of the Statutory Functions shall be borne by the District Council to the exclusion of any claim for reimbursement by the County Council save that the County Council shall make to the District Council the payments described in the Schedule hereto and any VAT properly attributable thereto and in accordance with the arrangements therein mentioned.

11. In the discharge of the Statutory Functions the District Council shall not incur expenditure of a capital nature without the prior written approval of the County Council Such approval shall not be unreasonably withheld or delayed

12. The District Council will indemnify and keep indemnified the County Council from and against any and all loss damage or liabilities suffered by the County Council and all costs fees expenditure and charges incurred by the County Council resulting

from any breach of the provisions of this Agreement by the District Council including any act neglect or default by the District Council's officers employees agents or contractors

13. Save as provided by clause 14 hereof this Agreement shall terminate on 31 March 2008.

14. Either the County Council or the District Council may terminate this Agreement on the 31 March in any year by giving to the other party at least 6 months prior written notice to that effect.

15. Each party shall be released from their respective obligations under this Agreement in the event of national emergency war prohibitive governmental regulation or any other cause beyond the reasonable control of the parties which renders the continued performance of this Agreement impossible whereupon all money due under this Agreement shall immediately be paid by the County Council to the District Council.

16. Each party acknowledges that this Agreement contains the whole agreement between the parties relating to the Statutory Functions or any of them and that it is has not relied upon any oral or written representation made to it by the other or its officers employees or agents and this Agreement supersedes any prior agreement between the parties whether written or oral relating to the Statutory Functions or any of them.

17. Any notices to be served on either party by the other shall be sent by pre-paid recorded delivery or registered post to the principal office of the relevant party for the time being and shall be deemed to have been received by the addressee within 72 hours of posting.

18. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of the right at any time subsequently to enforce the remainder of the terms and conditions of this Agreement.

19. Provided both parties consider that there is a reasonable prospect of resolving any disputes or differences which arise between them out of or in connection with this Agreement by negotiations between them in good faith before resorting to legal proceedings the parties shall attempt to settle the same by negotiations in good faith.

20. The Interpretation Act 1978 shall apply to this Agreement as it applies to an enactment.

**IN WITNESS WHEREOF** the County Council and the District Council have caused their respective common seals to be affixed the day and year first before written

## **SCHEDULE**

1. In respect of each motor vehicle which the District Council inspects in contemplation that such vehicle be removed in accordance with the provisions of sub-section 3 (1) of the Act or in respect of which the District Council gives notices to the occupier of land under the provisions of sub-section 3 (2) of the Act (but such that only one payment is required in respect of each vehicle) the County Council shall pay to the District Council the sum of £25 or such other sum as the County Council and the District Council may from time to time agree in writing.

2. In addition to the sum mentioned in paragraph 1 the County Council shall pay to the District Council a further sum in respect of each vehicle which shall be calculated in accordance with and be the product of the formula

$\frac{A-B}{2}$  where:

- (i) A is all expenditure (other than VAT) properly and reasonably incurred by the District Council by payment to third parties solely and directly in connection with the discharge of the Statutory Functions in relation to that vehicle; and
- (ii) B is all income recovered by the District Council under Sections 4 and 5 of the Act or any Regulations made thereunder in relation to that vehicle.

3. All claims for payment should be submitted to the County Council at regular intervals but not more than 6 months in arrears and accompanied by copies of such records and other information as the County Council may reasonably require Without prejudice to the generality of the foregoing the requests for payment made by the District Council and the method and manner of payment shall comply with good accounting and auditing practices for local authorities and which in the case of any dispute shall be as determined by the County Council's external auditors for the time being.



**THE COMMON SEAL of THE DERBYSHIRE )**  
**COUNTY COUNCIL is hereunto affixed in the )**  
presence of: - )

County Secretary

**THE COMMON SEAL of the \* \* \* \* \* )**  
**\* \* \* \* \* COUNCIL is )**  
hereunto affixed in the presence of: - )

**Appendix 2**

Signatories

Signed on behalf of: Derbyshire County Council

In agreement with the Memorandum of Understanding as described in this document for the Implementation of the Derbyshire Joint Municipal Waste Management Strategy

Signature .....

Officer Name .....

Date .....

Signed on behalf of: (Name of Authority)

In agreement with the Memorandum of Understanding as described in this document for the Implementation of the Derbyshire Joint Municipal Waste Management Strategy

Signature .....

Officer Name .....

Date .....

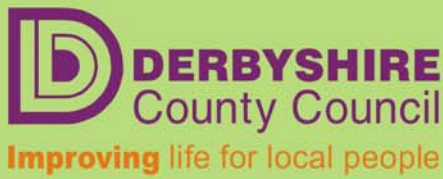
Etc. etc. etc.....



**AMBER VALLEY  
BOROUGH COUNCIL**



**DERBY CITY COUNCIL**



**High Peak  
Borough Council**  
*working for our community*



**South  
Derbyshire  
District Council**