

SCHEDULE 4

Reporting

1. REPORTS

1.1 Subject to the provisions of **clause 32** and this **Schedule 4**, the Contractor shall provide:

1.1.1 Monthly Reports in respect of each Payment Period, submitted at the same time as and in support of the invoice referred to in **clause 32** (Report and Invoicing); and

1.1.2 Annual Reports in respect of each Contract Year commencing on and after the Initial Services Commencement Date, submitted within 46 Days of the end of each Contract Year.

1.2 Failure to provide such reports within the timescales set out above, may result in Performance Deductions as described under KPIs 4, 5, 20 and 21 of **Schedule 14** (Performance Mechanism).

2. MONTHLY REPORTS

2.1 Pursuant to **clause 32.1**, the Contractor shall deliver, or shall procure that there is delivered, to the Councils for each Payment Period a report as one hard copy and an electronic copy, comprising:

2.1.1 a waste data report for the Payment Period (in accordance with **paragraph 3** of this **Schedule 4** (the "**Waste Data Report**"));

2.1.2 an operational report (in accordance with **paragraph 4** of this **Schedule 4** (the "**Operational Report**"));

2.1.3 a payment report for the Payment Period (in accordance with **paragraph 5** of this **Schedule 4** (the "**Payment Report**")); and

2.1.4 a Performance and Availability monitoring report for the preceding Payment Period (in accordance with **paragraph 6** of this **Schedule 4** (the "**Performance Monitoring Report**")),

together, the "**Monthly Report**".

3. WASTE DATA REPORT

3.1 Weighbridge Records

3.1.1 The Contractor shall in each Monthly Report pursuant to **paragraph 2** of this **Schedule 4**, provide summaries of weighbridge data in accordance with the requirements of **paragraph 4.7** of **Schedule 1** (Specification) and retain all weighbridge records, both electronic and manual as set out in **paragraph 3.5.6** of **Schedule 1** (Specification).

3.2 Data Processing and Reporting

3.2.1 The Contractor shall in each Monthly Report pursuant to **paragraph 2** of this **Schedule 4**, provide to the Councils comprehensive data

relating to all Waste Handled in the relevant Payment Period in two formats:

- 3.2.1.1 electronic - on spreadsheet (Microsoft Excel database, Microsoft Access or similar or as agreed with the Councils) which can also be interrogated but not directly altered remotely by the Councils; and
 - 3.2.1.2 two paper copies.
- 3.2.2 Each waste data report referred to in **paragraph** 3.2.1 above, shall include the following:
- 3.2.2.1 separate records of the tonnages of Contract Waste by material type accepted by the Contractor at each HWRC and Delivery Point, and sub-totals by category of Facility and broken down by WCA where applicable;
 - 3.2.2.2 separate records of the tonnages of Contract Waste Recycled, Re-used, Beneficially Used, Composted, Diverted and disposed to Landfill by the Contractor and in balance with the tonnages in **paragraph** 3.2.2.1 above and broken down by WCA where applicable;
 - 3.2.2.3 Separate records of the tonnage of recovery of metals and bottom ash from Contract Waste;
 - 3.2.2.4 Separate records of the percentage of BMW content of the Contract Waste managed by the Contractor, including:
 - (a) the BMW content (measured as a percentage) of the NWTF Residual Waste (calculated in accordance with the MBEAM Methodology); and
 - (b) the BMW content of Contract Waste disposed to Landfill (measured as a percentage) by the Contractor based on test data as appropriate;
 - 3.2.2.5 separate records of the tonnage of NWTF Residual Waste Diverted from Landfill at the New Waste Treatment Facility in comparison with the NWTF Diversion Tonnage Target;
 - 3.2.2.6 separate records to enable compliance with **clause** 38 (Best Value);
 - 3.2.2.7 separate records of separately treated Contract Waste tonnages and rates agreed by the Councils;
 - 3.2.2.8 separate records of Third Party Waste if Handled by the Contractor at the Facilities;
 - 3.2.2.9 copies of the Contractor's regular returns to the Environment Agency regarding landfill operations and to HM Revenue & Customs regarding landfill tax and other environmental taxes;

- 3.2.2.10 any quarterly WasteDataFlow (or equivalent scheme) reports due in the relevant Payment Period compiled from the relevant monthly reports;
 - 3.2.2.11 any other information reasonably requested by the Councils, including any additional data required for the quarterly WasteDataFlow (or equivalent scheme) submission that has not previously been reported in the monthly reports;
 - 3.2.2.12 copies of inspection reports from the Environment Agency for all Facilities. The copies to be supplied at the end of the month that the inspection reports were received by the contractor; and
 - 3.2.2.13 any other information reasonably requested by the Councils.
- 3.2.3 Contract Waste records sent to the Councils pursuant to this **Schedule 4** may be used by the Contractor to comply with the provisions of any Environmental Permit and Environment Agency authorisation. Subject to **clauses** 32, 47, 49, 76 and 77, the Contractor shall keep any additional Contract Waste records that might reasonably be requested by the Environment Agency.

3.3 **Waste Flow Forecasts**

- 3.3.1 The Contractor shall maintain a waste flow schedule, projecting the anticipated tonnages of Contract Waste.
- 3.3.2 Within each Monthly Report, the Contractor shall submit to the Councils the waste flow schedule prepared in accordance with **paragraph** 3.3.1 above projecting the tonnages of Contract Waste likely to be received covering the 12 months starting from the next Payment Period for information purposes only.
- 3.3.3 The waste data report prepared in accordance with **paragraph** 3.2.2 above for the Payment Period of January (submitted in February) of each Contract Year commencing on and after the Initial Services Commencement Date shall include a calculation of forecast Tonnages of Contract Waste for the following Contract Year pursuant to **Schedule** 3 (Payment Mechanism).

4. **OPERATIONAL REPORT**

- 4.1 Each Monthly Report shall include information on the operation of the Services in respect of the Payment Period to which that report relates and, where appropriate, in respect of the Contract Year up to the end of that Payment Period. Such information shall include:
 - 4.1.1 health, safety and welfare incidents and reports;
 - 4.1.2 incidences of non-compliance with the Method Statement prepared in response to **paragraph** 1.5 of **Schedule** 1 (Specification);
 - 4.1.3 incidences of Environmental Management System non-compliances, and;

- 4.1.4 all incidences of plant, vehicle and equipment failures and any other issues affecting the provision of the Services in accordance with the Services Delivery Plan.

provided that if the Contractor fails to report minor issues in relation to **paragraphs** 4.1.2, 4.1.3 and 4.1.4 above, it shall be deemed not have failed to meet KPIs 5 (Monthly Reporting Errors) and 21 (Annual Reporting Errors).

- 4.2 For each of the incidents above, the following information should be provided:
 - 4.2.1 whether it was in breach of any regulatory requirement;
 - 4.2.2 the time and date the incident first came to the attention of the Contractor or any relevant sub-contractor;
 - 4.2.3 the location of the incident;
 - 4.2.4 the time and date at which action was initiated to remedy the incident.
 - 4.2.5 the time and date at which the incident was remedied, and;
 - 4.2.6 whether the incident resulted in a Performance Failure or Unavailability, and where this is the case appropriate reference to the Performance Monitoring Report.

5. **PAYMENT REPORT**

- 5.1 Each Monthly Report shall contain a payment report which shall include the following:
 - 5.1.1 an invoice detailing the Monthly Payment, calculated in accordance with **Schedule** 3 (Payment Mechanism);
 - 5.1.2 a detailed breakdown of the components of the Monthly Payment, as set out in **Schedule** 3 (Payment Mechanism), including payment in respect of:
 - 5.1.2.1 the New Waste Treatment Facility;
 - 5.1.2.2 NNDR;
 - 5.1.2.3 Clinical Waste and Specified Hazardous Waste;
 - 5.1.3 a detailed breakdown of all Deductions in respect of:
 - 5.1.3.1 Performance Deductions;
 - 5.1.3.2 Unavailability Deductions; and
 - 5.1.3.3 Tipping Away Payments.
 - 5.1.4 a table showing invoices submitted (including reference number, date and amount), cumulative payments made to date and a corresponding payment that would have been made if actual tonnages had been used in lieu of forecast tonnage, table to cover the previous 15 Months;
 - 5.1.5 reconciliation of disputed amounts from previous Payment Periods; and

- 5.1.6 a schedule of Small Works and Council Change as instructed by the Councils;
- 5.2 The payment report, prepared in accordance with **paragraph 5.1** above for the month of January (submitted in February) shall include a calculation of the Indexation Factor to be applied in the forthcoming Contract Year, determined in accordance with **paragraph 6** of **Schedule 3** (Payment Mechanism).

6. **PERFORMANCE MONITORING REPORTS**

6.1 The Performance Monitoring Report shall include:

6.1.1 Complete, factually correct, accurate and contemporary records of performance against each of the KPIs for the preceding Payment Period;

6.1.2 All Performance Failures for the preceding Payment Period, comprising:

6.1.2.1 the time and date the event first came to the attention of the Contractor or any Contractor Related Party;

6.1.2.2 whether the Performance Failures were monitored by the Contractor or brought to the attention of the Contractor by the Councils;

6.1.2.3 for each failure to meet a KPI, an explanation as to why the KPI was not met, what efforts were taken to rectify it and the outcome of those efforts;

6.1.2.4 the time and date at which action was initiated to effect rectification of the KPI;

6.1.2.5 the time and date at which rectification has been effected;

6.1.2.6 the score for each KPI calculated in accordance with **Schedule 14** (Performance Mechanism).

6.1.2.7 in respect of each Payment Period, a total of the Monthly Performance Points incurred;

6.1.2.8 in respect of the Payment Period ending on 31st March each Contract Year, a total of the Monthly Performance Points incurred;

6.1.2.9 for annual KPIs a calculation of the year to date performance in the Contract Year in which the Payment Period occurs and a forecast of the out-turn for that Contract Year, with supporting explanatory information in the event that the forecast levels of performance are significantly at variance from the performance over the that Contract Year to date.

6.1.2.10 all Reporting Failures identified and not previously reported;

- 6.1.3 Total hours that any HWRC, Delivery Point and/or the NWTF was Unavailable, comparing this with the hours that such Facility should have been Available, including;
 - 6.1.3.1 detail of the time and date the period of Unavailability commenced and finished for each Facility;
 - 6.1.3.2 the reason for the Unavailability; and
 - 6.1.3.3 a calculation of the cumulative Unavailability for each facility during the relevant Contract Year;
- 6.1.4 details of incidences where vehicles from WCAs delivering Contract Waste to Delivery Points were diverted to alternative Delivery Points (or otherwise), including:
 - 6.1.4.1 details of the time and date of the diversion;
 - 6.1.4.2 details of the location of the alternative Delivery Point and the distance between the Delivery Point and the alternative Delivery Point, calculated in accordance with **Schedule 3** (Payment Mechanism);
 - 6.1.4.3 the Tonnage of each load of Contract Waste diverted.

7. **ANNUAL REPORTS**

- 7.1 Pursuant to **paragraph 1.1.2**, the Contractor shall submit to the Councils:
 - 7.1.1 an Annual Service Report, reviewing the Service over the previous Contract Year;
 - 7.1.2 an Annual Payment Reconciliation Report (including a Rebate Report as described in **paragraph 7.3.3A** below), and
 - 7.1.3 an Annual Service Plan, describing the Services to be performed in the current Contract Year. This shall be the agreed final Annual Service Plan, a first draft of which shall be submitted to the Councils no later than 28 February in the preceding Contract Year.
- 7.2 The Annual Service Report shall include the following:
 - 7.2.1 a review of the performance and delivery of the Services during the period of twelve months prior to the Annual Service Report Date;
 - 7.2.2 NOT USED;
 - 7.2.3 sufficient data reasonably required to allow for the calculation of locally derived Key Performance Indicators as may be agreed between the Contractor and the Councils;
 - 7.2.4 a summary of payments made by the Councils over the previous Contract Year;
 - 7.2.5 a summary of the corrected payments that should have been made for each Payment Period over the previous Contract Year;

- 7.2.6 a copy of the latest available unaudited annual management accounts (followed by a copy of the statutory annual audited management accounts before the 30th September in each Contract Year);
 - 7.2.7 annual summaries of the waste flow information detailed in **paragraph 3** above for the previous Contract Year;
 - 7.2.8 annual summaries of performance of monthly KPIs as set out in **Schedule 14** (Performance Mechanism) for the previous Contract Year;
 - 7.2.9 performance against Contract Targets for the previous Contract Year;
 - 7.2.10 performance against annual KPIs, providing all of the information detailed in **paragraph 6.1** above for the previous Contract Year;
 - 7.2.11 for any Contract Waste disposed of by Landfill, the current rate of infill of void space, remaining void space, remaining engineered capacity and projected remaining life (to the extent that the Contractor, having used reasonable endeavours, has been able to obtain such information);
- 7.3 The Annual Payment Reconciliation Report shall include the following:
- 7.3.1 a detailed calculation of the Unitary Charge for the immediately preceding Contract Year in accordance with **Schedule 3** (Payment Mechanism), providing a clear audit trail to the source of the relevant waste flow information;
 - 7.3.2 a summary of Monthly Adjustments applied in respect of the immediately preceding Contract Year, comprising:
 - 7.3.2.1 the sum of Unavailability Deductions determined in accordance with **paragraph 4.2** of **Schedule 3** (Payment Mechanism), including the information listed in **paragraph 6.1.3** above;
 - 7.3.2.2 the sum of Monthly Performance Adjustments determined in accordance with **paragraph 4.3** of **Schedule 3** (Payment Mechanism);
 - 7.3.2.3 the sum of Tipping Away Payments determined in accordance with **paragraph 4.4** of **Schedule 3** (Payment Mechanism), including the information listed in **paragraph 6.1.4** above.
 - 7.3.3 A summary of Annual Adjustments applied in respect of the immediately preceding Contract Year, comprising:
 - 7.3.3.1 the sum of Annual Performance Deductions determined in accordance with **paragraph 5.2** of **Schedule 3** (Payment Mechanism), including the information listed in **paragraph 6.1.1** above;
 - 7.3.3.2 a calculation of the Landfill Adjustment, determined in accordance with **paragraph 5.3** of **Schedule 3** (Payment Mechanism);

7.3.3.3 a calculation of the Third Party Income adjustment, determined in accordance with **paragraph 5.4** of **Schedule 3** (Payment Mechanism), including the following: 5.4
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- (a) a summary of Third Party Income received by the Contractor in the previous Contract Year, broken down by summary type (energy revenue, revenue from the sale of Recyclable Materials, revenue from the receipt of Third Party Waste at Delivery Points, other revenue received by the Contractor;
- (b) a statement signed by the Contractor confirming that the information provided in paragraph (a) above represents the total revenue received by the Contractor in the immediately preceding Contract Year; and
- (c) a comparison of the Third Party Income summarised in accordance with paragraph (a) above with the Base Case;

7.3.3A The Rebate Report shall contain the following information:

7.3.3A.1 a summary of the costs actually incurred by the Contractor in the relevant Contract Year in delivering any Extra Diversion; and

7.3.3A.2 a statement signed by the Contractor confirming that the information provided pursuant to **paragraph 7.3.3A.1** represents an accurate summary of the costs actually incurred in delivering any Extra Diversion in the Relevant Contract Year together with such supporting information, on an open book basis, as the Councils may reasonably require in order to verify that information.

7.3.4 the sum of Monthly Payments made in respect of the immediately preceding Contract Year

7.3.5 a breakdown of the Unitary Charge, the Monthly Adjustments and the Annual Adjustments relating to each Site.

7.4 The Annual Service Plan shall contain the following information where reasonably required:

7.4.1 The Contractor's proposals for changing the provision, performance and delivery of the Services to ensure they will be more efficient, effective and economic having regard to the Annual Service Report.

7.4.2 The Contractor's proposals for measuring the improvement to the Services by means of appropriate performance indicators.

8. REPORTING ERRORS

8.1 Any errors or discrepancies identified by the Councils in Monthly or Annual Reports submitted by the Contractor shall be verified and corrected as appropriate by the Contractor and the relevant Annual Report or Monthly Report shall be resubmitted within (10) Business Days following receipt of notification by the Councils.