

BARNSLEY, DONCASTER AND ROTHERHAM JOINT WASTE BOARD

**Venue: Virtual Meeting via
Microsoft Teams**

**Date: Monday 14 June 2021
Time: 9.30 a.m.**

A G E N D A

1. Appointment of Chair and Vice-Chair for the 2021/2022 Municipal Year
2. To determine any item which the Chairman is of the opinion should be considered as a matter of urgency
3. To determine if the following matters are to be considered under the categories suggested in accordance with the Local Government Act 1972
4. Apologies for absence
5. Declarations of Interest
6. Minutes of meeting held on 15th March, 2021 (Pages 3 - 5)
7. Matters arising from the previous minutes
8. Joint Waste Board (Pages 6 - 10)
 - Authorised Representatives
 - Terms of Reference
 - IAA Delegations Report
9. Current Issues
10. Risk Register (Pages 11 - 17)
11. Exclusion of the Press and Public
Resolved:- That under Section 100(A) 4 of the Local Government Act 1972, the public be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of exempt information as defined in paragraph 3 of Part 1 of Schedule 12(A) of such Act indicated, as now amended by the Local Government (Access to Information) (Variation) Order 2006 (information relates to finance and business affairs).
12. BDR Manager Annual Report 2020-2021 (Pages 18 - 32)

13. Dates and time of next meeting
Monday, 27th September, 2021, commencing at 9.30 a.m. venue to be confirmed

BARNSELEY, DONCASTER AND ROTHERHAM JOINT WASTE BOARD
Monday, 15 March, 2021

Present:- Councillor Lamb (in the Chair); Councillors Hoddinott, McGuinness and Sansome.

81. TO DETERMINE IF THE FOLLOWING MATTERS ARE TO BE CONSIDERED UNDER THE CATEGORIES SUGGESTED IN ACCORDANCE WITH THE LOCAL GOVERNMENT ACT 1972

Agreed.

82. TO DETERMINE ANY ITEM WHICH THE CHAIRMAN IS OF THE OPINION SHOULD BE CONSIDERED AS A MATTER OF URGENCY

There were no urgent items to consider.

83. APOLOGIES FOR ABSENCE

Apologies for absence had been received from Matthew Gladstone and Paul Woodcock.

84. DECLARATIONS OF INTEREST

There were no declarations of interest.

85. MINUTES OF THE PREVIOUS MEETING HELD ON 14 DECEMBER 2020

The Clerk to the meeting advised of a correction to the minutes to include Councillor Lamb and Councillor McGuinness in the attendance record of the meeting.

The Minutes, as corrected, were approved as a correct record.

86. MATTERS ARISING

There were no matters arising.

87. BDR MANAGER'S REPORT

The Barnsley, Doncaster and Rotherham Waste Partnership Manager presented a report which highlighted and updated the following issues relating to the Joint Waste Private Finance Initiative (PFI) for the period April 2020 – January 2021:

- Governance
- Contract Delivery
 - Bolton Road
 - Complaints
 - Fire Protection Improvements

- Biofilter Replacement
 - Acid Scrubber
 - Landfill Diversion
 - Grange Lane
 - Health and Safety
- Legal
- Financial
- Communications
- Resources
- Joint working and BDR Support

The BDR Manager explained that following SSE's exit from Ferrybridge, Renewi now had 100% control of the SPV. after buying the remaining 25% of shares from SSE. There was no change in the contract terms between Renewi and Ferrybridge but the website would need updating. It was also confirmed that the amount of third-party waste being accepted had been reduced to allow for improved reception pit cleaning as part of Renewi's fly management measures as well as ensuring there was enough capacity to process BDR waste under COVID-19 working restrictions.

There had been a decrease in the amount of complaints received but that was expected to rise as the weather improved. Work on Biofilter 2 had been successfully completed and appeared to be functioning as expected. Work on the acid scrubber project was ongoing and it was expected that "hot" commissioning of the system would be completed by the sub-contractor in the next few weeks.

The BDR Manager explained that she was working with legal and commercial advisors to continue to liaise with the Contractor to further incentivise diverting the maximum amount of material from landfill. The target for landfill diversion is 95% and this target is being exceeded for the majority of months. It was confirmed that work on the transfer station following the fire at Grange Lane was substantially complete. The BDR Manager expressed her pride at the news that the Site had been chosen to host a training video due to it's exemplary health and safety practices.

It was expected that, by the financial year end, there would be an underspend on the operational budget. The BDR Manager confirmed that the insurance had been renewed at a similar cost to previous renewals.

In response to questions from the Members, it was confirmed that work was on-going to address the fly problem and that, although contingencies were in place for sudden down time of equipment, there was sometimes little that could be done at short notice. However plans were in place to divert waste to other facilities rather than to landfill.

88. CURRENT ISSUES

Other than the news that the Shredder had experienced some unexpected down time, there were no on-going issues. Site inspections were still

continuing in a COVID secure way and everything was as it should be. The Chair wished to record his thanks to all those involved in waste management for their hard work through the pandemic.

89. RISK REGISTER

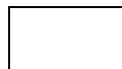
The BDR Manager introduced the Risk Register and confirmed that there had been no material changes since the last Board meeting.

90. ANOTHER OTHER BUSINESS

The Chair, in noting that this meeting was the last before Local Elections, thank Members for their attendance. He specifically thanked Councillors Hoddinott and McGuinness who were moving on at the elections and he wished them his best for the future.

91. DATE, TIME AND VENUE FOR THE NEXT MEETING

The next meeting would be held on 14 June 2021 at 9.30am. It was anticipated that the meeting would be held on Microsoft Teams.



BDR Joint Waste Board

Terms of Reference

1.0	Membership of the BDR Joint Waste Board
1.1	The BDR Joint Waste Board will consist of Portfolio Holders with responsibility for Waste Services (or their deputy) and will be chaired by a Portfolio Holder on an annually rotating basis.
1.2	Members will be identified at the June Annual Meeting of the BDR Joint Waste Board.
1.4	For the BDR Joint Waste Board to be quorate, a minimum of three Portfolio Holders (or their deputies) must be present at the meeting.
1.5.	The end date for the Joint Waste Board is the expiry of the BDR PFI Contract or such other date as unanimously agreed in writing.
2.0	Objective is to Work together towards efficiencies and the sharing of best practices and opportunities
3.0	Scope of the BDR Joint Waste Board
3.1	<p>The scope of the BDR Joint Waste Board is to:-</p> <ul style="list-style-type: none"> ➤ consider the performance of joint contracts i.e. <ul style="list-style-type: none"> ○ BDR PFI and Royalty Deed ○ Household Waste Recycling Centres ○ Organic ○ Treatment and disposal ➤ Consider the effectiveness of management of the above contracts ➤ Develop a procurement strategy to gain further opportunities from joint working ➤ Agree resources for projects to deliver efficiencies/savings including allocation of budgets ➤ Agree the Operational Management Budget for the BDR PFI Contract ➤ Agree proposed communication strategies for joint working ➤ Recommend items for consideration by Steering Committee and the Joint Waste Team
3.2	<p>The members of the BDR Joint Waste Board will be asked to:-</p> <ul style="list-style-type: none"> ➤ Give due consideration to the management of the BDR Operational Management Budget ➤ provide strategic direction to any project ➤ monitor the progress of agreed projects against any project plans, ➤ agree allocation of funds for the projects subject to approval by the Authorities ➤ receive regular reports from the project team and provide any comments and/feedback on these reports, ➤ act as 'critical friends' throughout the process by providing challenge, feedback and comments, ➤ agree and assign resources to support any projects and ensure sufficient priority

	<p>is given to the projects to allow them to progress,</p> <ul style="list-style-type: none"> ➤ Provide a responsive decision-making group to the Project Leads to ensure the project timelines are achieved ➤ Make approvals at key stages, subject to delegation by their Authority ➤ Ensure that any project is delivered on time and within budget ➤ Review and manage the risks associated with projects.
3.3	Any procurement project that is proposed as part of the actions for this Joint Waste Board will be run in accordance with the Lead Authorities Procedure Rules and will be in accordance with The Public Contracts Regulations 2015.
4.0	Format of Meetings
4.1	The Joint Waste Board will be facilitated by the BDR Manager and supported by the BDR Senior Contracts Manager and Administrative Officer. The agenda and reports will be set by the Joint Waste Board Chairperson in consultation with the BDR Manager and sent to Joint Waste Board at least 5 days in advance of the meeting.
4.2	The meetings will be held every 3 months unless otherwise agreed at meetings. The venue for the meetings will be in the administrative area of the Chairperson.
4.3	<p>The following may be invited to attend meetings :-</p> <ul style="list-style-type: none"> ➤ Waste Service Managers ➤ Legal Officers ➤ Finance Officers ➤ Communication Officers ➤ Development Planning Officers ➤ Technical Advisors ➤ Legal Advisors ➤ Financial Advisors ➤ Waste Infrastructure and Development Transactor ➤ Contractors Representatives <p>The above list is not exhaustive</p>
4.4	<ul style="list-style-type: none"> ➤ If BDR Joint Waste Board wish specific issues to be considered these can be raised at the meeting and officers will research these issues and present them to a future meeting of the Joint Waste Board. ➤ The Joint Waste Board will report key milestones during any project, and any decision the Joint Waste Board wishes their Individual Authorities to take, to their individual Councils. ➤ The internal approvals process that is necessary for any specific project should be provided to the Project Lead Officer for inclusion in the overall project plan.
5.0	Working Manner
5.1	<p>The overriding principles for working together is that all parties should :-</p> <ul style="list-style-type: none"> ➤ act in good faith, ➤ be open, honest and transparent, ➤ willing to contribute and commit, ➤ treat everyone with respect ➤ mutually support and co-operate with each other

	<ul style="list-style-type: none"> ➤ share learning and best practice. ➤ Respect the mutual need for commercial confidentiality ➤ seek to fully motivate Officers to act with drive, enthusiasm and a determination to succeed
6.0	Review of the Terms of Reference
6.1	These terms of reference to be reviewed every two years, at the written request of an Authority or if a significant change occurs

DRAFT

BRIEFING	TO:	BDR Joint Waste Board
	DATE:	
	LEAD OFFICER:	Full name Title & Directorate Full contact telephone number
	TITLE:	IAA Delegations

1. Background

- 1.1** One of the contractual documents entered into between Barnsley MBC, Doncaster Borough Council and Rotherham Borough Council (the “Authorities”) at financial close of the BDR Waste PFI project was an Inter-Authority Agreement (“IAA3”) being the third joint working agreement between the Authorities following on from procurement phase and pre-financial close versions. This IAA3 creates the Joint Waste Board (“JWB”) as a joint committee pursuant to section 101(5) of the Local Government Act 1972, which is established as part of the joint working arrangements between the Authorities for the management and administration of what are termed Relevant Contracts under the IAA3. At the date of this meeting, the BDR Waste PFI Contract is the only Relevant Contract to which IAA3 applies and is referred to as the “Principal Contract”.
- This briefing details how the functions of the JWB will be delegated down to the BDR Steering Committee chair and then to the BDR Manager (as chair of the Joint Waste Team which reports to the BDR Steering Committee) in order to more efficiently deal with the day to day decisions that will be required under the Principal Contract. All decisions of the JWB, BDR Steering Committee chair and BDR Manager will be made in accordance with the provisions of the prevailing IAA3.
- Local authorities may arrange for the discharge of functions by (i) a joint committee or (ii) by an officer of one of them under section 101(5)(a) of the Local Government Act 1972. In this case, a group of officers is established under IAA3 called the BDR Steering Committee, which will be empowered to make the day to day decisions required for the management and administration of the Principal Contract. However, the Local Government Act 1972 does not allow the delegation of powers to be exercised jointly by a committee of officers.
- To fit with the legislative requirements the Joint Waste Board (JWB) as a joint committee of members therefore delegates its powers to one of the BDR Steering Committee officers (the “Authorised BDR Steering Committee Member”), who will then act in consultation with the other officers from the Authorities on the BDR Steering Committee. For the municipal year 2020/21, this delegation was made to the Rotherham Borough Council member of the BDR Steering Committee, who also acted as the Chairman of that body. It has been agreed previously that the roles of the Chairman and Vice-Chairman of the JWB will rotate between the three Authorities on an annual basis. In line with this principle, it has been agreed that the Authorised BDR Steering Committee Member will also rotate annually. For the municipal year 2021/22, this delegation will therefore be made to the Barnsley Borough Council member of the BDR Steering Committee. This officer, as Authorised BDR Steering Committee Member, will

subsequently delegate certain functions to the BDR Manager in order to more efficiently deal with the day to day decisions that will be required under the Principal Contract.

The structure of the BDR Steering Committee will be as follows:

Barnsley MBC representative: Chair

The Service Director (Environment & Transport) or in their absence the Head of Commercial and OP Support Services (Environment and Transport)

Doncaster Borough Council representative: Vice Chair

The Assistant Director (Environment) or in their absence Head of Waste and Highways Infrastructure

Rotherham MBC Representative

Assistant Director (Community Safety and Street Scene) or in their absence Service Manager (Community Safety and Street Scene).

2. Key Issues

- 2.1** Delegation of decisions in the manner requested facilitates the smooth running of the Joint Waste Board. Without such delegations in place, given that this is a high value, long term joint project involving three local authorities with central government revenue support funding, there would be a serious risk that proper and prompt decision making would prove to be very difficult, with a consequent adverse effect on the efficient operation of the PFI project

3. Key Actions and Timelines

- 3.1** The delegations and rotation of Chair and Vice-Chair of the JWB are a contractual requirement of the IAA3 and should take place at the AGM of the JWB in June each year.
- Due to exceptional circumstances, members' unavailability and the distracting effects on priorities due to COVID-19 only two JWB meetings were held in the financial year 2019/20 with no meeting held since September 2019.
- Rotation of the Chair and Vice-Chair of the JWB was discussed at BDR Steering Committee in May 2020 and due to the ongoing COVID-19 uncertainty, the scheduling of member elections for Doncaster Borough Council and Barnsley MBC for Spring 2021 and the current Chair's reduced tenure in his year it was agreed that the extension of the term of the current Chair, Cllr Chris Lamb from Barnsley MBC, would be beneficial
- For the 2021/22 financial year it is proposed that the Doncaster JWB Member becomes Chair of the JWB

4. Recommendations

- 4.1** For the 2021/22 financial year it is proposed that:
- DMBC JWB Member becomes Chair of the JWB
 - RMBC JWB Member becomes Vice-Chair
 - BMBC Steering Committee Representative becomes Chair of Steering Committee
 - DMBC Steering Committee Representative becomes Vice-Chair

BRIEFING	TO:	Barnsley, Doncaster and Rotherham Joint Waste Board
	DATE:	3 rd June 2021
	LEAD OFFICER:	Lisbeth Baxter
	TITLE:	BDR PFI Project Risk Register
1. Background		
1.1	<p>Barnsley MBC, Doncaster Borough Council and Rotherham Borough Council (the Councils) entered into a principal agreement called the Project Agreement (the PA) in March 2012 with 3SE (Barnsley, Doncaster and Rotherham) Limited (the Contractor). The agreement is to manage Barnsley Transfer Station and design, build and operate a facility to manage the residual waste for the Councils from July 2015 to end of June 2040. The PA also requires the Contractor to achieve agreed levels of recycling and landfill diversion.</p>	
1.2	<p>The Contractor is a special purpose vehicle company set up purely for this PFI project, meaning it has no significant balance sheet strength or assets. It sub-contracts its service obligations, and most of its PA obligations, to Renewi UK Services Limited (formerly Shanks Waste Management Limited), a waste management service company as its operator (the Operator). The Operator produces solid recovered fuel (SRF) from contract waste which is shipped to Ferrybridge for thermal treatment. The Councils pay a unitary charge each month to the Contractor who then pays the Operator through an operating contract. The total Councils' payments between 2015 and 2040 are approximately £721M (as forecast at PA signature) so this scheme is, for each Council, one of the highest value contractual commitments.</p>	
1.3	<p>Initially the Contractor was ultimately owned by a pair of shareholders in the proportion 75:25 through a Renewi investment vehicle and an SSE investment vehicle. In October 2020 SSE announced the sale of their "Multifuel Energy" business (Ferrybridge FM1 and FM2 energy from waste facilities plus other assets) and the Contractor ownership changed. Following SSE's exit from Ferrybridge, Renewi now owns the Contractor through an investment vehicle. The Contractor is expected to be renamed as Renewi BDR Limited. Although the ownership of the Contractor has changed there is no change in the offtake supply contract terms between Renewi and the offtaker at Ferrybridge so the SRF will continue to be supplied to that offtaker throughout the term of the PFI contract which ends in 2040.</p>	
1.4	<p>The BDR Joint Waste Board last considered the risk register at its meeting on 15 Mar 2021.</p> <p>The risk categories are split between red, amber and green (RAG) representing varying degrees of exposure. Each category contains a range of risk scores and the table below shows how the RAG rating and score are derived.</p>	

LIKELIHOOD (A)	Almost Certain 5	5	10	15	20	25
	Probable / Likely 4	4	8	12	16	20
	Possible 3	3	6	9	12	15
	Unlikely 2	2	4	6	8	10
	Very unlikely / Rare 1	1	2	3	4	5
		Insignificant/ Negligible 1	Minor 2	Moderate 3	Major 4	Critical/ Catastrophic
	IMPACT (B)					

2. Key Issues

2.1 Changes

There has been one new risk added to the Register - **UK having exited the European Union**. This has occurred for two reasons, 1) previously, Brexit was linked to our Legislative Changes (see below for risk increase) and as Brexit has happened and legislation is in place it has now been de-coupled from that risk and 2) the level of risk has been reduced considerably. Now the UK has exited from Europe and having reviewed the risk and its current effects, the Council and Renewi are seeing only minimal effects (due to pre-Brexit planning and supply chain management).

There has been two risks that have seen significant increases in their risk profile - ***Changes in Government Law/Regulations including W&RS (Legislative Change) & Changes to Collection services and that impact on the PFI Contract - waste volumes change*** These increases in risk have occurred to focus on the likely and imminent changes to Legislation proposed by the Government in their Resources and Waste Strategies and the new Environment Bill.

All other risks remain at the same level as previously reported. This is due to the stable contractual relationship and plant performance of the PFI project's key facility at Manvers.

There are currently no risks proposed for deletion in the risk register.

Previous reports have highlighted to BDR Joint Waste Board that there has been very little movement in current risk scores for risks in the period since the key facility became operational in July 2015.

2.2

Summary of previous risks

Current RAG Rating	01/10/18	22/11/2018	3/12/2018	1/3/2019	30/9/2019	21/11/2019	5/3/2020	30/6/2020	28/9/2020	14/12/2020	15/3/2021	14/6/2021			
Red	2	2	2	3	3	3	3	3	3	1	1	2			
Amber	9	5	5	5	4	4	4	5	5	7	7	7			
Green	4	8	8	8	9	9	10	9	9	9	9	9			
Total	15	15	15	16	16	16	17	17	17	17	17	18			

Target RAG Rating	01/10/18	22/11/2018	3/12/2018	1/3/2019	30/9/2019	21/11/2019	5/3/2020	30/6/2020	28/9/2020	14/12/2020	15/3/2021	14/6/2021			
Red	0	0	0	0	0	0	0	0	0	0	0	0			
Amber	7	5	4	5	5	5	4	4	4	3	3	4			
Green	8	10	11	11	11	11	13	13	13	14	14	14			
Total	15	15	15	16	16	16	17	17	17	17	17	18			

The risks contained in the register require ongoing management action. In some cases, additional resources may be necessary to implement the relevant actions or mitigate risks. Any additional costs associated with the risks are reported to the BDR Steering Committee for consideration.

2.3

3. Key Actions and Timelines

3.1

Monitoring

The PFI project risk register is reviewed by the BDR Steering Committee at their regular meeting every six (6) weeks and reported corporately via the individual Councils’ risk registers. Additionally, the BDR Manager reports to the Joint Waste Team and draws attention to issues to allow internal challenge.

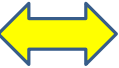




The BDR Manager and the Councils’ core contract management team will review and update the risk register on a six (6) week cycle to ensure risks are able to be effectively monitored and managed.

4. Recommendations

4.1

BDR Joint Waste Board is asked to consider and note the attached updated risk register and, after consideration, advise of any further risks to be added to or deleted from the risk register.

Risk Number	Risk	Consequence /effect: - What would actually happen as a result? How much of a problem would it be? To whom and why?	Existing actions/controls - What are you doing to manage this now?	Risk Score with existing measures (See scoring table)		Current Score	Further management actions/controls required - What would you like to do in addition to your controls?	Target Score with further management actions/controls		Target Score	Risk Owner (Officer responsible for managing risk and controls)	Risk Review Date	Movement
				I	L			I	L				
9 (CSS13)	Changes in Government Law/Regulations including R&WS (Legislative Change)	Potential financial implications due to change in law triggering negotiated changes to BDR PFI contract and financial model to cover the required service / disposal change .	Procedure incorporated in the Contract Conditions. Impact and actions to be jointly agreed with the Contractor to mitigate costs as far as possible. In-depth negotiation will be undertaken with (already procured) Legal and Financial expertise working for the Councils. Application of the Change in Law Clauses within the contract	4	5	20	Consider the need for the Change in Law retention fund. Ensure contribution to consultations. In-house Legal & Financial expertise has worked on the PFI Contract from inception - Large in-depth knowledge of PFI contract.	3	4	12	BDR MANAGER	01/06/21	↑
8 (CSS13)	Changes to Collection services and that impact on the PFI Contract - waste volumes change	As a result of any changed in the R&WS proposed by the government. Potential to impact on the performance of the plant. Potential to impact on the Third Party Revenue Share due to the Councils.Implications on PFI Credits. Implications on Inter Authority Agreement.	Inter Authority Agreement measures. Significant collection change clause in the PFI Contract. Current WIDP/DEFRA position in terms of Credit Allocation position requires BDR to abide by the terms and conditions in the Promissary letter and the Final Business Case.	4	5	20	Dialogue with WIDP/DEFRA and between BDR Councils. Test potential impacts to the contract/Councils against the IAA3. Lobby Government on recycling definitions.	3	4	12	BDR MANAGER	01/06/21	↑
17 (CSS13)	Contractor is in Contractor Default due to financial failure of contractor	Funders assess the position and decide whether to step in and avoid Contractor Default. If they do not then the Contractor could be terminated by the Councils.	Contractor to limit exposure to unnecessary costs and protect income during any negotiations of change. Councils have standard HMT approved contract drafting to manage termination process.	4	3	12	Ensure appropriate application and understanding of the contract. Continue to maintain a good contractual relationship with operator and key staff.	4	3	12	BDR MANAGER	01/06/21	↔
10 (CSS13)	Environmental Impact to Local Area from Noise/Odour/Flies/Vermin etc (Compliance)	Reputational damage and adverse publicity from pollution emanating from State of the Art Facility. Potential for Local/National interest	Contractual controls and performance measures. Monitoring the contract. Pro-active engagement with the local community . Sharing data Regular monitoring outside the perimeter of the plant. Close liaison with the Local Environment Agency officer to monitor the plant and agree Fly and Odour Management Plans	3	4	12	Increased fly spraying during the fly season. Use of different insecticides. Increased pit management and emptying. Communicate to householders to wrap waste. Ensure biofilters are adequately maintained	3	3	9	BDR MANAGER	01/06/21	↔
16 (CSS 13)	Operating sub-contractor exits UK Municipal market due to financial pressures	Service disruption	The PFI model anticipates several stages where the private sector entities - Operating Sub-Contractor, Contractor (Equity and Junior Debt Investors) and Senior Lenders - all progressively take risk (and lose their investment/loans) before the Councils bear additional costs risk. The Contractor would be required to replace the Operating Sub-Contractor and pay the costs of doing so. Compensation would be payable by operating sub-contractor in addition to the letter of credit they have in place.	4	3	12	The Councils will identify areas where they could work with the Contractor and operating sub-contractor to help reduce the losses they are currently facing whilst maintaining the intended risk transfer and achieving the required service performance. However, they should ensure that they outcome of any negotiations does not result in the Council being liable for increased compensation on termination costs should a termination still be likely as a result of the contract being considered more valuable on a market tendering exercise. Ensure appropriate application and understanding of the contract. Continue to maintain a good contractual relationship with operator and key staff.	4	2	8	Chair of Steering Committee	01/06/21	↔
14 (CSS13)	Insurance for the BDR Waste Treatment Plant is not available	The Councils would become the insurer of last resort. The Contractor would have to approach the market every 4 months to attempt to obtain insurance/ Contract would be terminated	Contractor in liaison with Insurerer is implementing upgrade of the Fire Protection systems, this is now reducing risk. Insurance broker is working with Insurance market to build confidence	4	3	12	Robust case against Uninsurable argument. Ensure Contractor completes the fire improvement works.	4	2	8	BDR MANAGER	01/06/21	↔
18 (CSS13)	Pandemic	Lack of staff/consumables due to a Pandemic results in facility not being able to function	Coningency plan in place. Staff able to work from home social distancing measures in place. Provision of information to staff on preventative measures e.g. hygiene measures. Minimising the amount of person to person contact. Minimising sharing of handheld equipment. Use of PPE e.g. gloves. Closely monitoring all developments internationally as well as advice from Governments and local health experts	3	4	12	Work closely with partners to monitor situation and communicate if any cases occur locally. Escalate risk as appropriate. BDR team work from home where necessary, also have meetings by SKYPE if situation escalates to minimise chance of cross infection. Testing/Immunisation program for contractors staff and household members. Liaison with Statutory bodies to ensure waste operators have essential status for accessing PPE if necessary. Source several suppliers.	1	5	5	BDR MANAGER	01/06/21	↔
7 (CSS13)	Obtaining required terms for Insurance is difficult due to market conditions - Insurance costs increase	There is a lack of Markets for Insuring waste plants	Robust fire strategy, latest technology for fire suppression . Fire plan signed off by insurers BDR Technical advisors and Independent Certifier. Regular fire drills. Contractor liaison and education of insurance markets. Contractual position on insurance. Implementation of fire improvement works.	2	5	10	Consider reviewing the insurance requirements. Enforcement of Contractual positions	2	4	8	BDR MANAGER	01/06/21	↔
15 (CSS 13)	Recycling Markets	Lack of recycling markets impacts on Contractors ability to achieve recycling rate	Reviewing disposal points, ensuring Contractor has contingency in place	2	5	10	Councils may consider taking on more risk (as long as this is properly assessed) to deliver savings. Currently being investigated as part of the Councils' operational savings review.	2	4	8	BDR MANAGER	01/06/21	↔
19 (CSS13) *** New ***	UK having exited the European Union	Potential financial implications to cover the cost of supply chain if involves markets in the EU	Contractor to limit exposure to unnecessary costs and delays in supply chain from the EU. Ensuring long term planning of stocks and supplies. Ensuring waste off-take is primarily UK based.	2	4	8	For main off-take of EFW is contracted long-term to UK based Ferrybridge MF EFW facility	2	3	6	BDR MANAGER	01/06/21	↓
6 (CSS13)	Serious injury/death of a member of staff or public through service operation (MAJOR INCIDENT AT ITS/AD)	Personal tragedy. Health and Safety Executive intervention. Possible service disruption. Possible corporate liability offence	Contractor has completed and regularly reviews full Risk Assessments. Staff training, H&S Inspections, Contract Monitoring and performance deductions for non compliance. External Audit has been undertaken by Consultants and RMBC Health and Safety Team Regular monitoring of the Contractual requirements in relation to Health and Safety Consistent application of the Payment Mechanism	4	2	8	Regular visits by health and safety officers. Quarterly health and safety meetings.	3	2	6	BDR MANAGER	01/06/21	↔

2 (CSS13)	Contractor default needing emergency action and/or leading to contract termination.	Service disruption. Temporary full or partial closure of facilities.	A series of performance bond and Parent Company Guarentees exist to provide and/or pay for interm/alternative arrangements to be made. Funders would work with BDR to bring in a new contractor to deliver the service. Contingency arrangements may be implemented in the short term. Robust contract monitoring procedures	4	2	8	Ensure monitoring staff are sufficiently skilled to manage this situation. Liaison with other PFI Contract Managers, knowledge transfer	3	2	6	BDR MANAGER	01/06/21	
13 (CSS13)	Closure of facility or inability to provide the service due to a force majeure event (major incident at ITSAD Facility)	Service disruption. Temporary full or partial closure of facilities.	Contractual conditions provide a shared responsibility to agree measures to mitigate the effects and facilitate the continuation of the service. There are contingencies and other controls within the contract to divert waste to other waste facilities. No current short to medium threat.	3	2	6	Undertake a communications campaign. Use contingency sites and/or other contracts where possible e.g. Veolia landfill contract. Use emergency procurement if absolutely necessary.	3	2	6	BDR MANAGER	01/06/21	
12 (CSS13)	Lack of resources due to restructures, and staff resignations failure to have a knowledge management plan (<i>Business Continuity - BDR</i>)	Failure to monitor the contract effectively/make payments resulting in Breach	Contract manual to document the processes and procedures. To be maintained and updated when changes occur. Contract information held on CIPFA site and on a Sharepoint portal. Staff training and development. Knowledge management plan.	3	2	6	Staff retention could be improved if a clear career path existed. CIPFA Asset Management system to hold all relevant documentation. From the 1/9/20 the current PFI Manager has reduced her hours to work 3 days a week.	2	2	4	BDR MANAGER	01/06/21	
5 (CSS13)	Ensure the balance of risk between Contractor and BDR is maintained.	Councils could take more risk than anticipated	Change protocol in place, consideration needs to be given to level of risk as changes are negotiated.	3	2	6	Councils may consider taking on more risk as long (as this is properly assessed) to deliver savings. Currently being investigated as part of the Operational Savings review	2	2	4	BDR MANAGER	01/06/21	
4 (CSS13)	Fraud	Contractor could attempt to charge for more than they are entitled to/Client team could collude with Contractor	Process for checking Tickets from each Council is in place. Financial and Legal Officers form part of team. Information shared across all 3 Councils Direct debit mandate is in place for Barnsley and Doncaster to pay Rotherham. All deductions are accounted for in line with the IAA3. Guarenteed minimum tonnage requirement for the Councils. Regular reports to Steering Group/Joint Waste Board. Systems in place to pay the Contractor Internal and External Audits undertaken	3	2	6	Make an agenda item at meetings	2	2	4	BDR MANAGER	01/06/21	
11 (CSS13)	Failure of plant equipment results in withdrawal of credits (<i>Review of WICS</i>)	Reputational damage and adverse publicity emanating from poor performance of state of the art facility. Potential for Local/National interest. Budget impact	Regular contract meetings/Monitoring and review procedures/Contingency facilities in place/Performance deduction , Step in provisions exist. It is likely that the Funders would step in an appoint another Contractor if performance is poor. Alternately the Councils could step in until the Contract could be retenderd	3	2	6	Ensure monitoring staff are sufficiently skilled to manage this situation. Liaison with other PFI Contract Managers, knowledge transfer close liaison with DEFRA. Contractor has improved the refinement and is introducing further measures to ensure plant performance continues to improve	3	1	3	BDR MANAGER	01/06/21	
1 (CSS13)	There is a risk that the contractor will not comply with the terms and conditions and the performance will be less than the Councils are paying for.	Service disruption. Temporary full or partial closure of facilities.	Regular contract meetings/Monitoring and review procedures/Emergency plan/Contingency facilities in place/Performance deduction , Step in provisions exist. It is likely that the Funders would step in an appoint another Contractor if performance is poor. Alternately the Councils could step in until the Contract could be retenderd	2	2	4	Ensure succession planning is adequate. Invest in training for the current team Project Management and COTC.	2	1	2	BDR MANAGER	01/06/21	

Consequence /effect: - <i>What would actually happen as a result?</i> <i>How much of a problem would it be? To whom and why?</i>	Existing actions/controls - <i>What are you doing to manage this now?</i>	Risk Score with existing measures (See scoring table)		Current Score	Further management actions/controls required - <i>What would you like to do in addition to your controls?</i>	Target Score with further management actions/controls required (See Scoring Table)		Target Score	Risk Owner (Officer responsible for managing risk and controls)
		I	L			I	L		

Risk Review Date	
	Movement

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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