

10	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	4	5	20	Further plant investment in Acoustic measures. Increased fly spraying during the fly season. Communicate to householders to wrap waste.	3
9	Changes in Government Law/Regulations including the UK exiting the European Union (Legislative Change)	Potential financial implications to cover the cost of required service change	Procedure incorporated in the Contract Conditions. Impact and actions to be jointly agreed with the Contractor to mitigate costs as far as possible. Application of the Change in Law Clauses within the contract	3	4	12	Consider the need for the Change in Law retention fund.	3
7	Obtaining required terms for Insurance is difficult or impossible 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	2	5	10	Consider reviewing the insurance requirements regarding the business interruption.	2
11	Failure of plant equipment results in withdrawal of credits (Review of WICS)	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 to appoint another Contractor if performance is poor. Alternately the Councils could step in until the Contract could be retendered	5	3	15	Ensure monitoring staff are sufficiently skilled to manage this situation. Liaison with other PFI Contract Managers, knowledge transfer close liaison with DEFRA	5

8	Changes to Collection services to support budget savings that impact on the PFI Contract - waste volumes change	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.	3	4	12	Dialogue with WIDP/DEFRA and between BDR Councils. Test potential impacts to the contract/Councils against the IAA2. Lobby Government on recycling definitions.	3
13	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 within the contract to divert waste to other waste facilities	4	3	12	Undertake a Communications campaign. Use contingency sites/ other Contracts where possible e.g. Veolia Landfill. Use emergency procurement if absolutely necessary.	3
1	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 and appoint another Contractor if performance is poor. Alternately the Councils could step in until the Contract could be re-tendered	2	4	8	Ensure succession planning is adequate. Invest in training for the current team Project Management and COTC.	2

2	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 Guaretees 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
6	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	3	3	9	Regular visits by Health and Safety officers	3
4	Fraud	Contractor could attemp 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 Coincils. Regular reports to Steering Group/Joint Waste Board. Systems inplace to pay the Contractor Internal and External Audits undertaken	3	2	6	Make an agenda item at meetings	2
5	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
12	Lack of resources due to restructures, and staff resignations failure to have a knowledge management plan (Business Continuity - BDR)	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	5	15	Staff retention could be improved if a clear career path existed.	2
3	Failure to pay the Contractor or deliver waste could result in the Councils being in breach. Failure to correctly apportion the costs could result in one Council paying more than is necessary.	Contractor could terminate contract and seek damages	Process for checking Tickets from each Council is in place. 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 inplace to pay the Contractor Internal and External Audits undertaken	1	1	1	Ensure regular reports to Joint Waste Board/Steering Committee/Joint Waste Team	1

5	15	Beth Baxter	31/07/16
4	12	Beth Baxter	31/07/16
5	10	Beth Baxter	31/07/16
2	10	Beth Baxter	31/07/16

3	9	Beth Baxter	31/07/16
3	9	Beth Baxter	31/07/16
	6	Beth Baxter	31/07/16

2	6	Beth Baxter	31/07/16
2	6	Beth Baxter	31/07/16
2	4	Beth Baxter	31/07/16
2	4	Beth Baxter	31/07/16
2	4	Beth Baxter	31/07/16
1	1	Beth Baxter	31/07/16

Risk Number	Risk Title	Consequence /effect: - <i>What would actually happen as a result? 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>	Number of Control Measures Implemented	Risk Score with existing measures (See scoring table)			Further management actions/controls required - <i>What would you like to do in addition to your controls?</i>
1	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 and appoint another Contractor if performance is poor. Alternately the Councils could step in until the Contract could be re-tendered	6	2	4	8	Ensure succession planning is adequate. Invest in training for the current team Project Management and COTC.
2	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 Guarantees exist to provide and/or pay for interim/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	2	4	2	8	Ensure monitoring staff are sufficiently skilled to manage this situation. Liaison with other PFI Contract Managers, knowledge transfer
3	Failure to pay the Contractor or deliver waste could result in the Councils being in breach. Failure to correctly apportion the costs could result in one Council paying more than is necessary.	Contractor could terminate contract and seek damages	Process for checking Tickets from each Council is in place. Direct debit mandate is in place for Barnsley and Doncaster to pay Rotherham. All deductions are accounted for in line with the IAA3. Guaranteed 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	9	1	1	1	Ensure regular reports to Joint Waste Board/Steering Committee/Joint Waste Team

4	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. Guaranteed 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	9	3	2	6	Make an agenda item at meetings
5	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.	2	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
6	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	7	3	3	9	Regular visits by Health and Safety officers
7	Obtaining required terms for Insurance is difficult or impossible 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	4	2	5	10	Consider reviewing the insurance requirements regarding the business interruption.

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Further Control Measure	Target Score with further management actions/controls required (See Scoring Table)			Risk Owner (Officer responsible for managing risk and controls)	Risk Review Date
2	2	3	6	Beth Baxter	31/07/16
3	3	2	6	Beth Baxter	31/07/16
1	1	1	1	Beth Baxter	31/07/16

1	2	2	4	Beth Baxter	31/07/16
1	2	2	4	Beth Baxter	31/07/16
1	3	2	6	Beth Baxter	31/07/16
1	2	5	10	Beth Baxter	31/07/16

2	3	3	9	Beth Baxter	31/07/16
1	3	4	12	Beth Baxter	31/07/16
1	3	3	9	Beth Baxter	31/07/16
2	5	2	10	Beth Baxter	31/07/16
	2	2	4	Beth Baxter	31/07/16
3	3	3	9	Beth Baxter	31/07/16

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Further management actions/controls required - What would you like to do in addition to your controls?	Further Control Measures	Target Score with further management actions/controls required (See Scoring Table)	Risk Owner (Officer responsible for managing risk and controls)	Risk Review Date
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