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) I	L	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 I	L	Target Score	Risk Owner (Officer responsible for managing risk and controls)	Risk Review Date	Movement
23 (CSS13)	Changes in Technology due to innovation or Government Law/Regulations (Carbon Capture*) at Energy from Waste Plant*	Potential financial implications if due to change in law. Initial negotiation with Biffa and Enfinium. Biffa/Enfinium may wish to cascade effects. Would trigger clauses covering this scenario (changed to EFW downstream contract). Cardon Capture required at Enfinium facility, likely to become mandatory . Additional Persistent Organic Pollutant restraints and disposal tech' needed. Likely new Acid Scrubber tech needed at site to meet permit requirements.	Procedure incorporated in the Contract Conditions. Impact and actions to be jointly agreed with the Contractor to negate or 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 downstream Changes to EFW contract Clauses within the contract. Enfinium requested to supply situational update via monthly OpCo meeting.	3	4	12	In-house Legal & Financial expertise has worked on the PFI Contract from inception - Large in-depth knowledge of PFI contract and clauses. Experienced negotiators to be brought on board Changes and/or claims for additional Financial costs from Biffa/ Enfinium to be monitored, challenged and evaluated. Instructed Technical consultants to undertake evaluation and due diligence on ETS, POP's and Permit position and conditions.	2	3	6	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
22 (CSS13)	Lack of resources due to contractor staff restructures, staff resignations, or leaving company. Failure to have a knowledge of current level of management of facility and contract. Current contractor selling business or handing facility back	Failure to deliver the contract effectively, and deliver the terms of the contract to ensure not in breach of the contract requirement. Reduction in the good working relationship between contractor and client. Loss of key staff through either Sale of Business by Biffa or handing facility back.	Documentation, Spreadsheets and process in BDR PFI team to monitor that contractual requirements are being delivered. Used, maintained and updated weekly and when changes occur. Checks that knowledge of contractual processes and procedures to be held on contractors management system. Checks on Staff training and development. Continued dialogue (site visits weekly, Meetings monthly) with current contractor and staff. Sale of RUKS to Biffa know finalised (Oct24) and Biffa take-over of staff and site completed .	3	3	9	To ensure regular operational meetings where staffing and contingency is discussed. Obtain prior knowledge of staff changed due. Work with new staff members to maintain client Contractor relationship and adherence to contract delivery. Further work to improve Contract Monitoring and recording within the BDR team. Requires continued monitoring of working practices of Biffa in the initial first 12 months as they incorporate the BDR PFI in to their organisation to ensure no reduction in Staff, their productivity, training and competences.	3	2	6	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
17 (CSS13)	Contractor is in Financial 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. Due diligence and review of financial situation undertaken with sale of RUKS to Biffa (Biffa received £100m cash injection from RUKS for sale)	4	2	8	Ensure appropriate application and understanding of the contract. Continue to maintain a good contractual relationship with SPV and directors. SPV meeting held every 2 months, Liaison Meeting every 6 months. BDR PFI team's Financial Advisor keeping financial oversight of Biffa.	4	1	4	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
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 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. Due diligence and review of contractual situation undertaken with sale of RUKS to Biffa (Biffa received £100m cash injection from RUKS for sale)	4	2	8	Ensure appropriate application and understanding of the contract. Ensure monitoring staff are sufficiently skilled to manage this situation. Continue to maintain a good contractual relationship with SPV and directors. SPV meeting held every 2 months, Liaison Meeting every 6 months. BDR PFI team's Financial Advisor keeping financial oversight of Biffa. Liaison with DEFRA, WIDP and other PFI Contract Managers to keep oversight and knowledge transfer.	4	1	4	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
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. Continued H&S training of BDR PFI team to ensure ability and skills to assess H&S on site during Monthly physical site inspections, and assessment of practices, documentation and records.	4	1	4	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
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. Also sale of business or hand back of facility may see new owner/Council have more issues obtaining insurance.	Contractor in liaison with Insurer is progressing upgrade of the Fire Protection systems. Insurance broker is working with Insurance market to build confidence. Regular meetings with insurance broker, two month leading up to renewal to understand where contractor is with placement of insurance & any issues, movement away by insurers and cover obtained.	3	2	6	For 2026, improvements seen in ability to place insurance, and breadth of insures willing to insure BDR. Ensure current collaborative approach on being informed of insurance placement duplicated with new Broker and new owner. Work with Council Insurance teams and external advisors if facility handed back. Look at Self insurance? For 2026, independent Insurance advise sought to review market position to fully understand insurance placement and position.	3	2	6	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
8 (CSS13)	Changes to Collection services and 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. Introduction of Deposit Return Scheme, Extender Producer Responsibility and Simpler Recycling could impact.	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 Promissory letter and the Final Business Case. Further clarity of R&W legislation changes and Councils current conforming delivery has helped ease the risk.	3	2	6	Dialogue with WIDP/DEFRA and between BDR Councils. Test potential impacts to the contract/Councils against the IAA3. Lobby Government on recycling definitions.	2	2	4	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	

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 is a contractual requirement to have a contingencies plan and other controls within the contract to divert waste to other waste facilities.	4	2	8	Use contingency sites and/or other contracts where possible e.g. Use emergency procurement if absolutely necessary. Currently developing contingency plans for both sites to map out what would happen in several possivble situations over differing time periods, 12 hours, 24 hours, 48 hours etc.	3	2	6	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
9 (CSS13)	Changes in Government Law/Regulations including W&RS ***(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 . Councils could take more risk than anticipated	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. Further clarity of R&WS legislation changes and Councils current conforming delivery has helped ease the risk.	3	2	6	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. Legislation changes are currently happening . Contingency planning, dialog with other councils and within the waste sector, understanding contractors position and from taking expert advise isn't foreseeing a detrimental risk profile at this point. Further clarity of R&W legislation changes and Councils current conforming delivery has helped ease the risk.	2	2	4	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
11 (CSS13)	Failure of plant and/or major 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 an appoint another Contractor if performance is poor. Alternately the Councils could step in until the Contract could be retendered	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 (Senior Contract Officer acting up currently)	14/10/26	
12 (CSS13)	Lack of resources due to restructures, and insufficient staff retention. Failure to maintain a knowledge of PFI contract requirements in BDR PFI team (***Business Continuity - BDR)***	Insufficient capacity/ability to monitor the contract effectively, resulting in failing performance of contractor, inadequate oversite of maintenance of PFI Plant and incorrect financial accountability or failure to make payments resulting in contractual breach.	Contract manuals to document the processes and procedures and Performance/Action spreadsheet created to map a full years monitoring/contractual requirement checks by . To be continually maintained and updated when changes occur, with transparency through the team . Contract information held on CIPFA site and on a Sharepoint portal. Staff training and development. Knowledge management plan. Team currently down to 2 due to long term sickness leave for BDR manager. Senior Contract Officer is standing in for the interim.	3	3	9	Staff retention could be improved if a clear career path existed. CIPFA Asset Management system to hold all relevant documentation for staff access. Review of PFI structure to ensure fit for purpose and building skill of existing staff through training and upskilling. Timely succession planning to be undertaken (PFI Manager currently on long term sickness and may not return) so planning for all eventualities needed. Ensure new members of team learn contract and contract management to ensure continue succession planning. Contingency planning needed if BDR manager does not return and no internal replacement found (possibility of external consultants, other council staff to be looked into).	3	2	6	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
16 (CSS 13)	Operating sub-contractor exits UK Municipal market due to financial pressures	This could be in the form of "selling" the business or Handing back to facility to the Council. This may see a new operator who may wish to re-negotiate the contract or change operating procedures, or may see the councils having to take over the running of the facility. All may cause Service disruption, financial pressures, risk transfer to the Councils.	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.	3	2	6	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. Contingency planning, dialog with exiting contractor, planned dialog with new potential contractor, understanding contractors position in waste sector and from taking expert advise isn't foreseeing a detrimental risk profile at this point.	3	1	3	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
21 (CSS13)	Changes in Local Authority policy.	Potential financial implications due to change in service negotiated for changes to BDR PFI contract and financial model to cover the required service delivery .	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. Risk may be transferable to Council if changes requested by them and not national change in law.	3	2	6	In-house Legal & Financial expertise has large in-depth knowledge of PFI contract, will ensure that if possible any changes are covered under contract change protocols, or minimise risk and costs re-charged to the Authority. Councils to have a Joint Waste Strategy (currently ongoing) Changes driven by Government legislation still within in local authority gift on how to interoperate and implement and BDR team will contribute to discussion with Waste Team.	3	1	3	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
24 (CSS13) (New Apr25)	Increased Insurance Costs for the BDR Waste Treatment Contract becoming due by the Councils	Within the contract there is an mechanism (Reviewed every 2 years accompanied by Joint Insurance Cost Report)that the Contractor is interoperating to calculate that Council is liable to pay the increased insurance premiums or the Waste Treatment Plant. Currently 5 JICR have been produced, latest Feb25 (all rejected)	Correct interpretation of the Contractual Position (BDR Managers interpretation after advise significantly different to Contract). Taking advise from Defra & WIDP, as well as the BDR's external Legal and Financial Advisors. Also liaising with other Waste PFI contractors, both ones with Biffa Contract as well as PFI's with other contractors. Ensuring a consistent approach to interpretation of the contract and responses in rejection of claim to contractor. Contractor has left previous 5 JICR in abeyance, not pushing claim but not conceding claim.	3	2	6	Continue with consistent approach on interpretation and rejection. Look to push contractor to either take to dispute to resolve matter once and for all or concede claims. Seeking additional external Insurance advise from market leading consultant to stress test BDR interpretation of contract and position (currently ongoing)	3	1	3	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	

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. Biffa in close liaison with the Local Environment Agency officer agree Fly and Odour Management Plans. New Treatments in recent years (confirmed by data) has seen a dramatic reduction in fly numbers inside the plant. Further improvements and preventative measures introduced by Biffa winter 24/25	2	2	4	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 . Continued EA monitoring. Installation of air curtains on reception hall doors. Changes also made to timing of the treatments to better control flies on site.	2	1	2	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
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. Contract now with Biffa. As a UK based Waste Management Company with a wide raging portfolio, the Company now has larger internal operation to place material for recycling or disposal.	2	2	4	Councils may consider taking on more risk (as long as this is properly assessed) to deliver savings. Encourage market development of local Waste Treatment / recycling infrastructure through Waste Management Plan and DPD	2	1	2	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
18 (CSS13)	Pandemic	Lack of staff/consumables due to a Pandemic results in facility not being able to function	Contingency 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	2	6	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 virtually from home 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.	2	2	4	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
19 (CSS13)	UK having exited the European Union / Global Economis up-heaval - impacts on supply chain	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	2	4	For main off-take of EFW is contracted long-term to UK based Ferrybridge MF EFW facility. Encourage development of local development of supply chains for key equipment through DPD.	2	1	2	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	
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. 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	3	1	3	Continue to ensure open door policy maintained and easy access to information (contract requirement) continues. Regular site visits. Maintain good contractor client relationship. Duty of care audits with 3rd party off-takers	3	1	3	BDR MANAGER (Senior Contract Officer acting up currently)	14/10/26	