

**Document Pack**  
**Committee and Members' Services Section**  
**3<sup>rd</sup> Floor, Adelaide Exchange**  
**24-26 Adelaide Street**  
**Belfast BT2 8GD**



30<sup>th</sup> October, 2008

**MEETING OF HEALTH AND ENVIRONMENTAL SERVICES COMMITTEE**

Dear Councillor,

The above-named Committee will meet in the Council Chamber, 3rd Floor, Adelaide Exchange on Wednesday, 5th November, 2008 at 4.30 pm, for the transaction of the business noted below.

You are requested to attend.

Yours faithfully

PETER McNANEY

Chief Executive

**AGENDA:**

1. Routine Matters
  - (a) Apologies
  - (b) Minutes  
Minutes of the meeting of 8<sup>th</sup> October.
2. Directorate
  - (a) Update on Fatal Accident at Dargan Road Landfill Site (Pages 1 - 2)
  - (b) Balloon Releases at Council Events (Pages 3 - 4)
3. Environmental Health
  - (a) Review of Scientific Unit (Pages 5 - 72)
  - (b) George Best Belfast City Airport Forum (Pages 73 - 92)
  - (c) George Best Belfast City Airport - Council Response to Planning Agreement (Pages 93 - 124)

- (d) Appointment of Association of Port Health Authorities (Pages 125 - 126)
  - (e) Local Authority Pollution Prevention and Control Function Audit Report (Pages 127 - 152)
  - (f) Review of the Council's Industrial Pollution Enforcement Policy (Pages 153 - 164)
  - (g) Tender for the Collection and Analysis of Samples from Dargan Road Landfill Site (Pages 165 - 168)
  - (h) Suzy Lamplugh Trust National Personal Safety Awards (Pages 169 - 170)
4. Building Control
- (a) Naming of Streets (Pages 171 - 172)
  - (b) Application for the Erection of a Dual-Language Street Sign (Pages 173 - 174)
  - (c) Extension of Vacant Property Rating Project (Pages 175 - 178)
5. Cleansing Services
- (a) Street Cleansing Index (Pages 179 - 188)
  - (b) Anti-Litter Campaign Update (Pages 189 - 190)
6. Waste Management
- (a) arc21 Supplemental Agreement (Pages 191 - 226)
  - (b) Award of arc21 Organic Waste Treatment Service Contract (Pages 227 - 270)
  - (c) Review of Operation Clean-up (Pages 271 - 274)
  - (d) Upgrade of the Fire Alarm System at Duncrue Complex (Pages 275 - 276)
  - (e) Development of Clara Street Civic Amenity Site (Pages 277 - 280)
  - (f) The Landfill Allowances Scheme (Amendment) Regulations 2008 (Pages 281 - 284)
  - (g) Loo of the Year Awards (Pages 285 - 286)

**Belfast City Council**

<b>Report to:</b>	Health and Environmental Services Committee
<b>Subject:</b>	<b>Update on Fatal Accident at Dargan Road Landfill Site</b>
<b>Date:</b>	5 <sup>th</sup> November, 2008
<b>Reporting Officer:</b>	William Francey, Director of Health and Environmental Services, Ext. 3260
<b>Contact Officer:</b>	William Francey, Director of Health and Environmental Services, Ext. 3260

**Relevant Background Information**

As Members will recall a fatal accident occurred at the North Foreshore on 4th September, 2006 while the site was still being operated as a landfill. The Committee received its last update report on this matter at its meeting in May, 2008, when it was confirmed that the incident was the subject of an ongoing formal investigation by the Health and Safety Executive for Northern Ireland. That investigation has been concluded and the Council has been served with papers which initiate a prosecution upon indictment against it in the Crown court.

**Key Issues**

It is appropriate at the outset to acknowledge the terrible tragedy that occurred when an employee of a firm, Waste Beater, lost his life as a result of the accident at the landfill site.

The matter has been the subject of both external and internal investigation. As a result of the Health and Safety Executive for Northern Ireland's investigation of the matter a prosecution upon indictment against the council has been initiated. The first stage in this process will be a preliminary enquiry in the Magistrates court. This is the first stage in the indictment process and its purpose is to ascertain if there is sufficient evidence to refer the matter to the Crown court.

Further details of the legal process, its potential outcome, the investigation findings and the council's action in relation to health and safety, both at the landfill site and generally since the accident, will be provided at your meeting. The Director of Legal Services will be in attendance at your meeting to address these matters.

Briefings for the party group leaders are ongoing.

**Recommendation**

This report is presented to provide further information for the Committee regarding this tragic accident and to provide Members with information about the prosecution that is to be directed against the Council. The Committee is requested therefore to note this report.

**Belfast City Council**

<b>Report to:</b>	Health & Environmental Services Committee
<b>Subject:</b>	<b>Balloon Releases at Council Events</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	William Francey, Director of Health and Environmental Services (ext. 3260)
<b>Contact Officer:</b>	Wesley Thompson, Departmental Policy Manager (ext. 3377)

**Relevant Background Information**

The Marine Conservation Society has recently written to the Council, raising concerns about the environmental implications of balloon releases and asking the Council to consider either introducing a bye-law prohibiting balloon releases or a voluntary code to stop balloons being released. A number of publications point to both the positive and negative aspects of balloon releases. While the use of balloon releases in awareness and fund raising campaigns for important causes is recognised, there is acceptance that there are negative environmental implications. Views on the extent of the environmental impact of balloon releases vary widely, however, with some organisations advocating that they should not be held and others advising on how current practices can be improved to reduce the environmental effects.

A frequently quoted study concludes that most helium filled latex rubber balloons burst into tiny pieces about five miles above the ground and that the others biodegrade over a relatively short period, depending on environmental conditions (Burchette, 1989). The Balloon Association, in its code of conduct, advises against using ribbons, string and plastic valves, and encourages other practices aimed at reducing the environmental impacts. The Marine Conservation Society outlines evidence that not only are balloons littering, but they are potentially lethal to wildlife and have killed whales, dolphins, turtles, sharks and seabirds. They encourage a range of alternative uses of balloons for those with promotional, marketing or entertainment roles. While EnCams do not consider balloons to be a big source of litter, they agree that they are a pollutant and can have a damaging effect. They describe the best way to tackle problems caused by balloons that float back down to earth as not releasing them in the first place.

Enquiries within the Council indicate that, while the Council has held balloon releases in the past, environmental concerns have been recognised and they are no longer used. On rare occasions, balloons may be released on Council ground, at locations such as Malone House or Belfast Castle, by third parties, at charity events or wedding receptions. Concern has been expressed about the practicability of enforcing a ban on such third parties, particularly given that management may only realise that it is being done when the balloons are being released. Soundings from Departments support the formalising of a voluntary ban, and this has been endorsed by the Chief Officers' Management Team.

**Recommendation**

The Committee is asked to agree that the Council introduces a voluntary ban on balloon releases at Council events.



### Belfast City Council

<b>Report to:</b>	Health and Environmental Services Committee
<b>Subject:</b>	<b>Review of Scientific Unit Staffing Requirements</b>
<b>Date:</b>	5th November 2008
<b>Reporting Officer:</b>	Suzanne Wylie, Head of Environmental Health, ext.3281
<b>Contact Officer:</b>	Les McCloy, Business Improvement Consultant, ext 4711 Siobhan Toland, Environmental Health Manager, ext 3312

#### Relevant Background Information

The purpose of this review was to ascertain the appropriate staffing requirements within the Scientific Unit as well as to re-examine the roles and responsibilities and grading of the posts.

The Business Improvement Section (BIS) carried out the review following approval at the June Health and Environmental Services Committee and by the Council's Vetting Panel on 26 June 2008.

BIS has taken into consideration the increased workload on the Unit resulting from the development of the North Foreshore, closure of Dargan Road Landfill Site, increased monitoring at the Duncrue Industrial Estate and the impact of new licence conditions imposed on the Council.

These factors have impacted on the volume and complexity of work for the Scientific Unit and recommendations from this review are made to ensure that the Council has the capacity to achieve compliance with environmental legislative obligations.

#### Key Issues

##### 1. CONTEXT

Given the increased workload and legal requirements mentioned above, this review of the Scientific Unit was carried out to ensure that it has the appropriate levels of staff to provide professional services in-house. Moreover, it should ensure that Belfast City Council can meet new licensing legislation and regulations at the Dargan Road Landfill Site, North Foreshore and Duncrue Industrial Estate.

Within the context of the Corporate Plan, 2008 – 2011, the Council is committed to taking better care of Belfast's environment to provide a cleaner, greener, healthier city

now and for the future. The environmental monitoring undertaken at these locations plays a key role in the delivery of this promise. The council is also currently involved in the construction of an electricity generating plant on the North Foreshore that will be fuelled by landfill gas. This highlights the Council's commitment to act sustainably through the effective and efficient use of resources.

Failure to meet the conditions of the Landfill Waste Management Licence and other regulatory requirements could result in enforcement action being taken against the Council, including the possibility of large fines being imposed and a notice of closure being placed on the landfill site and North Foreshore prohibiting any further development until remedial actions are introduced.

## **2. OPERATIONAL**

The Scientific Unit carries out monitoring, analysis and gas system control work at the North Foreshore for the following purposes:

- To ensure that the Council leased property in Duncrue Industrial Estate is protected from dangerous levels of landfill gas;
- To monitor the emissions and discharges from the now closed landfill site as required by the Northern Ireland Environment Agency (NIEA).
- To manage the gas control plant and flaring process and future electricity generation plant (to be operational by April 2009).

This work and any increases in workload are explained in more detail below.

### **Monitoring at the Duncrue Industrial Estate**

The Duncrue Industrial Estate is of significant importance to the Council as lettings from the 100 plus units generate in excess of £1 million per annum. The Scientific Unit staff monitor the gas control system and the inside of industrial units for gas, encompassing approximately 60 gas wells and 100 plus industrial units. This work is carried out by the Scientific Officer with assistance from the Technical Assistant.

A new gas control system is being installed. However, although it is predicted that there will be additional workload on staff managing the new gas control system at Duncrue Industrial Estate, it is not anticipated that the increased workload would on its own justify the creation of additional staff.

### **Monitoring at the Dargan Road Landfill Site and North Foreshore**

**a. Landfill gas monitoring.** Now that the landfill site is closed (March 2007) and is being capped and reinstated, the NIEA is imposing new licence conditions on the Council. The number of gas wells to be monitored has increased from 110 to 223 and the frequency of monitoring has increased from a quarterly to a monthly basis. An additional 12 gas control wells have also been installed at the new Waste Transfer Station. This significantly increases the monitoring workload.

In addition, the new site licence now also requires the Council to report gas levels and any breach of trigger levels within 42 days of the monitoring period to the NIEA. This represents a large increase in the data handling and reporting workload on the Scientific Unit's staff.



**b. Leachate and ground water monitoring.** The newly imposed licence conditions require an increase in the number of locations where leachate and ground water are monitored from 45 to 64. Water quality samples must now be taken quarterly at these 64 locations. Water quality must be monitored at all surface water and marine water locations on a monthly basis. Up to 259 parameters will be monitored at water monitoring locations on a quarterly basis, 10 parameters must be monitored monthly. This will result in a large increase in the amount of data handled by the Scientific Unit staff.

**c. Electricity Generation.** The Council is currently constructing an electricity generation plant at the North Foreshore that will be fuelled by gas from the gas field. The introduction of this electricity generation plant will require staff to manage the flow of gas to the plant and this will require greater levels of onsite balancing and adjusting of the gas flow than was required for the flaring of gas.

#### **Additional areas of work undertaken by the Scientific Unit**

In addition to the aforementioned increases in monitoring and sampling, the Scientific Unit is also involved in new monitoring regimes. These include: recording of rainfall data at the landfill; monitoring capping materials for contamination; monitoring of gas at the Waste Transfer Station; and monitoring water quality at 'discharge consent' locations.

The scientific staff are also considered as a resource across the Environmental Health Service and the Scientific Officer provides monitoring services to the housing, health and safety and food safety sections. Staff also provide advice to other Council Services on issues relating to legionnaires disease and swimming pool safety.

### **3. STRUCTURAL**

The Scientific Unit is currently made up of a Unit Manager, 1 Scientific Officer, 1 Scientific Officer (Landfill), 1 Monitoring Assistant and 1 Technical Assistant (see Appendix I).

Having considered the levels of increased workload and operational responsibility on the Scientific Unit as previously detailed, BIS is recommending that **an additional Scientific Officer (Landfill) post is created** and that the revised structure for the Scientific Unit as outlined in Appendix II is adopted.

This additional resource will help to ensure that the Scientific Unit is best placed to fulfil the conditions and regulatory requirements of the Waste Management Licence relating to the North Foreshore.

#### **Enhanced Roles and Responsibilities**

There is also a need for the appropriate configuration of roles and responsibilities within the Scientific Unit and the structure to ensure that the increased workload can be accommodated effectively, as detailed below.

**Scientific Officer (Landfill) existing.** In addition to the monitoring workload on this post increasing significantly, this post has also received additional responsibilities. BIS recommends therefore that the post is re-graded from Salary Scale SO1 to Salary Scale SO2 and that the revised job description for the Scientific Officer (Landfill) is adopted.

**Monitoring Assistant.** The role of this post has also grown considerably, having greater responsibility for monitoring and collection of samples. BIS recommends that the post is re-graded from Salary Scale 4 to Salary Scale 5, and that the revised job description for the post is adopted.

**Scientific Officer.** This post has also received additional responsibilities and following an assessment of these, BIS recommends that the post is re-graded from Salary Scale SO1 to Salary Scale SO2 and that the revised job description for the Scientific Officer is adopted.

### **BIS Recommendations**

There are significant implications for the Council if the above issues are not addressed as soon as possible.

Business Improvement Section (BIS) has developed the recommendations outlined below to address the key issues identified. These recommendations are based on objective analysis of the information gathered.

- An additional post of Scientific Officer (Landfill) is created.
- The post of Scientific Officer (Landfill) is re-graded from salary scale SO1 to SO2.
- The revised job description for Scientific Officer (Landfill) is adopted.
- The post of Monitoring Assistant is re-graded from salary scale 4 to scale 5.
- The revised job description for Monitoring Assistant is adopted.
- The post of Scientific Officer is re-graded from salary scale SO1 to SO2.
- The revised job description for Scientific Officer is adopted.
- The revised structure for Scientific Unit is adopted
- That BIS evaluate the effectiveness of the recommendations made in this report after an appropriate timescale

The additional costs of the BIS recommendations amounts to £35,309 with £32,978 of these costs relates to monitoring of the landfill site and £2331 relates to the monitoring of Duncrue Industrial Estate.

### **Resource Implications**

#### **Financial**

The monitoring costs for the Landfill Site, including the £32,978 of costs relating to the additional Scientific Officer (Landfill) post and the re-grading of the Monitoring Officer have been included in the Closure Plan estimates prepared by Waste Management and will be met from the Council's Dargan Road Landfill Closure Fund.

Additional costs of £2331 associated with the re-grading of the Scientific Officer post carrying out monitoring duties at Duncrue Industrial Estate will be met from an increase to the monetary value of the service level agreement with the Asset Management Unit.

Furthermore, electricity generation from the North Foreshore will yield a profit of £28.7 million (£1.44 million p.a.) for Belfast City Council over a 20 year period<sup>1</sup>. Also lettings in the Duncrue Industrial Estate generate in excess of £1 million per annum.

<sup>1</sup> Deloitte report, Landfill Gas Electricity Generation Options Assessment, Dec 2007

**Human Resource**

It is anticipated that the recommendations will result in no contractual changes and there will be no HR issues to be considered.

The implementation of these recommendations will be managed in line with existing BCC policies and processes.

**Recommendation**

The Committee is asked to agree the BIS recommendations for the Scientific Unit as a management side position.

Members are asked that, if no written objections are received, the Service can proceed directly to implementation stage without further referral back to Committee.

**Key to Abbreviations**

BIS – Business Improvement Section

HR – Human Resources Section

BCC – Belfast City Council

NIEA – Northern Ireland Environment Agency

**Documents Attached**

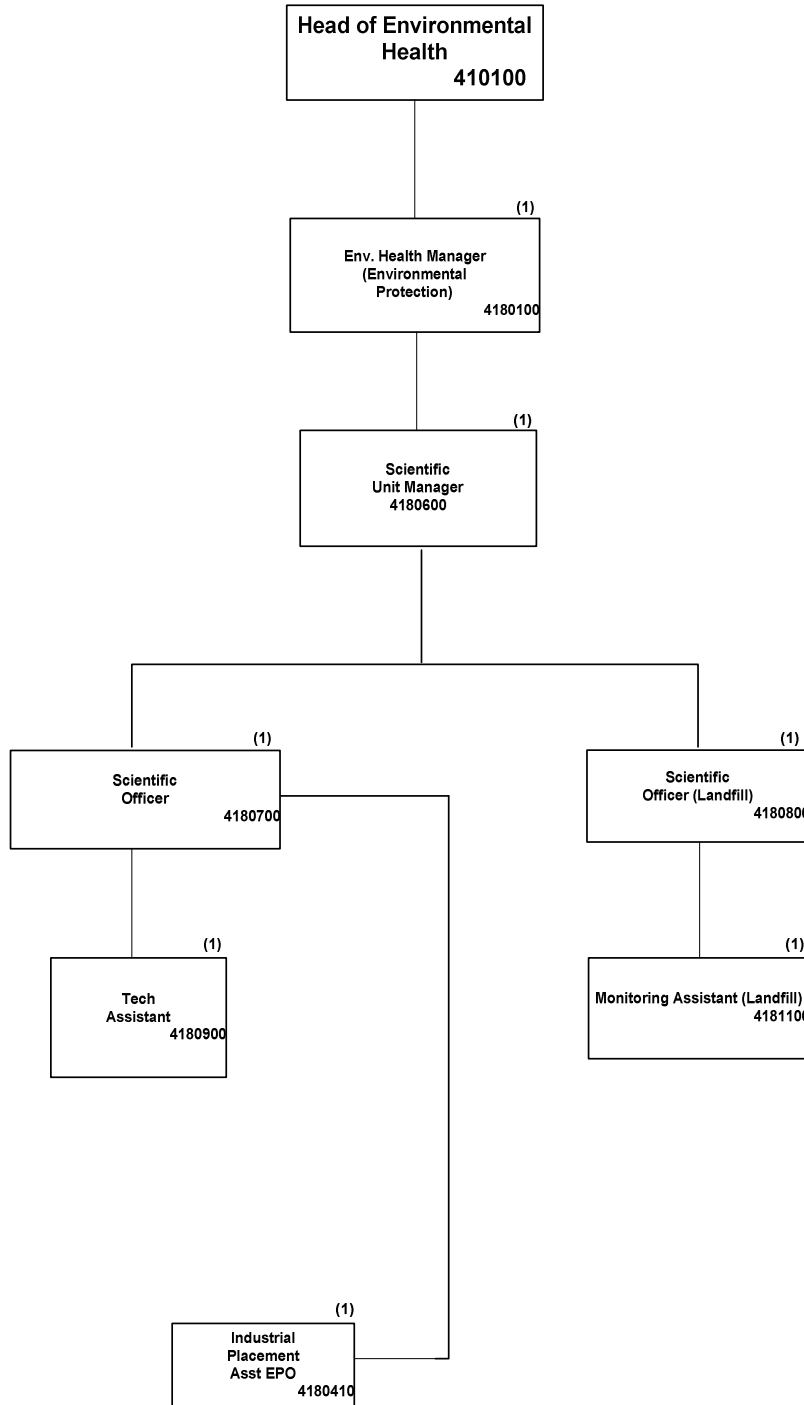
Appendix I – Current Scientific Unit Structure

Appendix II – Proposed Scientific Unit Structure

Appendix III – BIS Report

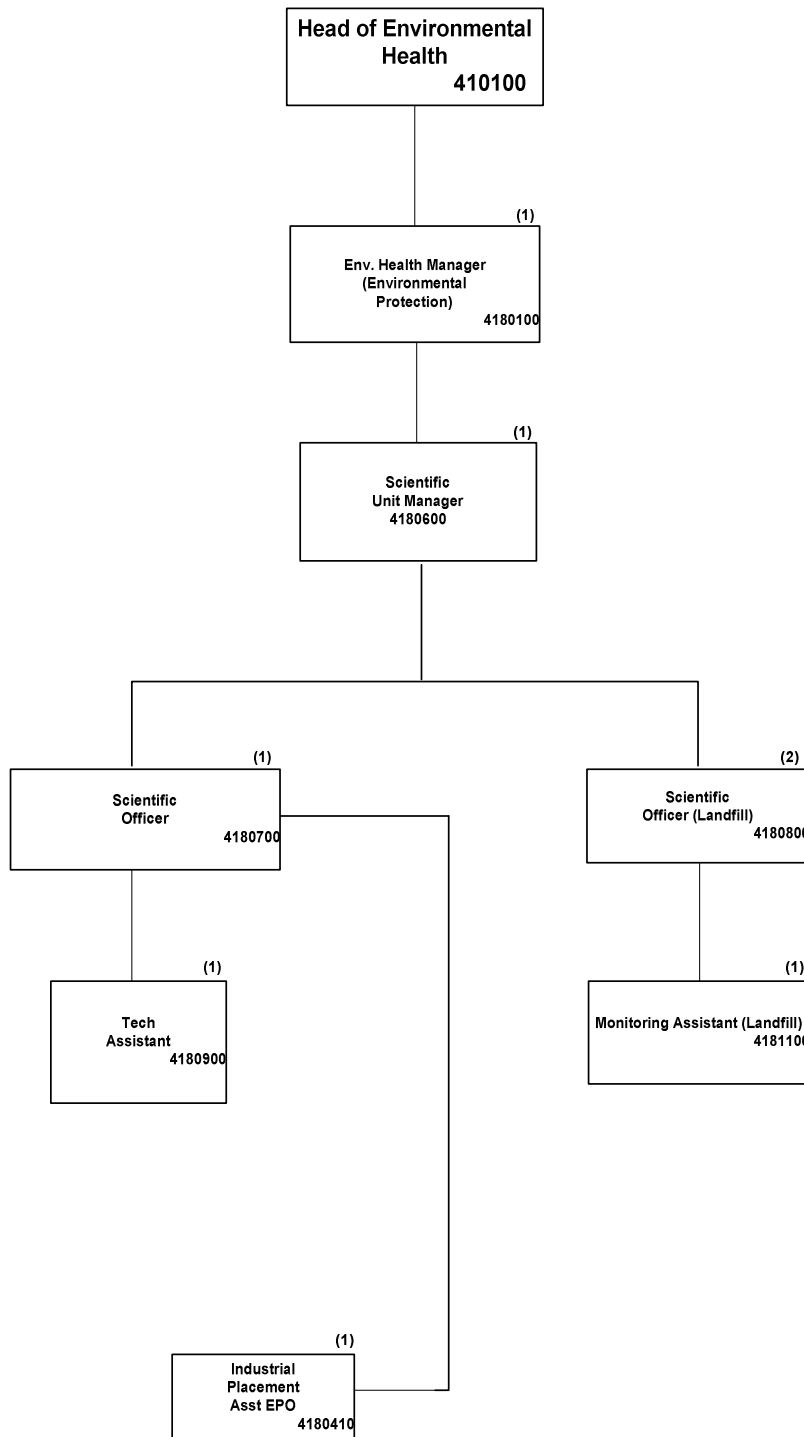


**Current Structure - Scientific Unit**





**Proposed Structure - Scientific Unit**









Health and Environmental Services Department

# **Review of the Scientific Unit Staffing Requirements**

Environmental Health Service

November 2008

04/010/08/125

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## **1. Introduction and Background**

### **1.1 Purpose and Business case for this review**

This review is set within the context of the introduction of more onerous environmental monitoring requirements at the Dargan Road Landfill Site/North Foreshore and at Duncrue Industrial Estate.

New European legislation, along with increased environmental responsibilities and demands from the Northern Ireland Environment Agency (NIEA) (previously known as the Environment Heritage Service, DOE), have, over the last number of months, greatly increased the demands on the Scientific Unit in terms of volume and complexity of work. The unit provides the Waste Management Service and Development Department with environmental monitoring at Dargan Road Landfill Site/North Foreshore and also monitors and controls landfill gas at Duncrue Industrial Estate for the Asset Management Unit, Core Improvement Department.

The terms of reference for this review were agreed by the Head of Environmental Health and the Environmental Health Manager (Environmental Protection). The main objectives of this review are to produce a report to ascertain the appropriate staffing requirements within the Scientific Unit, roles and responsibilities, and grading of the posts. BIS must take into consideration the increased workload resulting from the development of the North Foreshore, Dargan Road Landfill Site, increased monitoring of the Duncrue Industrial Estate and the impact of new licensing legislation and regulations imposed on the council.

On 26 June 2008 the council's Vetting Panel approved the request for the Business Improvement Section (BIS) to undertake a structural review of the Scientific Unit.

### **1.2 Background information**

The Scientific Unit was established in the late 1980s to provide expertise, specialist scientific services and advice to Environmental Health staff. Over time

the unit's remit evolved to providing scientific assistance, advice and services to other council departments including the environmental monitoring at Dargan Road Landfill Site/North Foreshore and monitoring and controlling landfill gas at Duncrue Industrial Estate. This unit originally consisted of 3 posts. This was increased by a further two posts in a review conducted by BIS in 2003 when the unit took on the responsibility for environmental monitoring at the landfill and North Foreshore.

Resulting from the closure of the landfill on 31 March 2007, its subsequent capping and reinstatement and the continued development of the North Foreshore, the Scientific Unit has experienced an increase in both volume and complexity of work. This has led to operational difficulties and increased pressure on staff to ensure high standards of service delivery are met and that conditions set out within the Waste Management Licence for Dargan Road Landfill Site are met. These increasing demands are in addition to existing work regimes which include:-

- Extensive gas, groundwater, leachate, surface water and marine water monitoring programmes at Dargan Road Landfill Site, North Foreshore and its environs;
- Management and control of the landfill gas system in the Duncrue Industrial Estate – this currently includes the monitoring and control of gas levels within 100 plus industrial units;
- The provision of scientific assistance and support to the staff within the wider Environmental Health Service.

### **1.3 Methodology - Research and consultation undertaken**

A multi method research approach was utilised to gather relevant information to inform the review. Following initiation meetings with the Environmental Health Manager (Environmental Protection) and the Scientific Unit Manager BIS developed a Project Initiation/Terms of Reference agreement.

Further research was conducted to establish the extent of the increased workloads and responsibilities on the Scientific Unit. This research included the following:-

- Additional meetings with the Environmental Health Manager (Environmental Protection) and the Scientific Unit Manager to gather all appropriate information to assist in our analysis.
- Discussions were held with the appropriate senior managers from the Development and Core Improvement Departments, and a meeting with senior management from Waste Management was held to glean additional information regarding the increasing demands on the Scientific Unit and to investigate the level of commitment from these parties to continue with and, where necessary, increase the funding provided within existing service level agreements with the Scientific Unit. A list of all those consulted is included in Appendix i.
- The new Waste Management Site Licence for Dargan Road Landfill was reviewed to establish the new monitoring requirements from the Northern Ireland Environment Agency.
- Previous BIS reports on the Scientific Unit were reviewed along with information obtained from the Scientific Unit Manager to establish a baseline workload established for the 2003 Waste Management Site Licence and existing staffing levels.
- A benchmarking exercise was carried out with other local councils. These included Newcastle City Council, Glasgow City Council, Liverpool City Council, East Riding of Yorkshire Council and Fingal County Council.

The Human Resources Section and Trade Union Co-ordinators were consulted at an early point in the review to ensure that any likely issues could be captured and dealt with at an early stage.

## **1.4 Current situation**

This section of the report will outline the current structure of the Scientific Unit and the roles and responsibilities of each post in relation to work carried out at the Dargan Road Landfill Site/North Foreshore and at the Duncrue Industrial Estate.

### **Current structure**

The Scientific Unit operates within the Environmental Protection section of the Environmental Health Service. The current structure for the unit, shown as Appendix ii, was established in May 2003 following a staffing review completed by BIS. At this time a Scientific Officer (Landfill) post and Monitoring Assistant post were created to provide the Waste Management Service with monitoring support at the Dargan Road Landfill Site. Currently there are five permanent posts in the unit and one temporary student placement post.

### **Current staff responsibilities**

The unit's staff and operations are currently managed on a day-to-day basis by the Scientific Unit Manager (Salary Scale PO4) who reports to the Environmental Health Manager (Environmental Protection). The main operational areas where these staff are employed are the Duncrue Industrial Estate, which is monitored on behalf of the Asset Management Unit, and the Dargan Road Landfill Site/North Foreshore, which is monitored on behalf of the Waste Management Service and Development Department.

The Scientific Unit Manager is responsible for programming and overseeing the work carried out in these main operational areas including any other areas of work undertaken by the unit. The Scientific Unit Manager is also responsible for the following tasks:-

- developing and delivering a programme of scientific activity for the department;
- undertaking investigations and providing scientific advice to the Director, Heads of Service and other senior managers;
- responsible for the Dargan Crescent Gas Control System

- pollution monitoring programmes for Dargan Road Landfill/Duncrue Industrial Estate and the surrounding area;
- to be responsible for the department's laboratory.

### **Monitoring at Duncrue Industrial Estate**

The two posts that monitor and control gas at the Duncrue Industrial Estate are the Scientific Officer and the Technical Assistant. The Scientific Officer (Salary Scale SO1) reports to the Scientific Unit Manager and is responsible for the following:-

- conducting environmental monitoring programmes, surveys and investigations;
- calibrating, repairing and maintaining monitoring equipment;
- undertaking chemical and physical sample analysis on site and in the laboratory;
- monitoring the Duncrue Industrial Estate Gas Control Scheme.

The Technical Assistant (Salary Scale 5) reports to the Scientific Unit Manager through the Scientific Officer and is responsible for:-

- technical and administrative tasks to support the unit and Scientific Officer at the Industrial Estate;
- participating in student training.

### **Monitoring at the Dargan Road Landfill Site/North Foreshore**

The two posts that carry out the environmental monitoring role at the Dargan Road Landfill Site / North Foreshore are the Scientific Officer (Landfill) (Salary Scale SO1) and the Monitoring Assistant (Salary Scale 4). The Scientific Officer (Landfill) reports to the Scientific Unit Manager and is responsible for the following:-

- undertaking chemical or physical sample analysis of water throughout the site;
- monitoring and adjusting gas extraction plant and extraction wells and ensuring the safe operation of the system;
- taking water dip levels of leachate and ground water boreholes;
- supervising allocated staff.

The Monitoring Assistant post reports to the Scientific Unit Manager through the Scientific Officer (Landfill) and is responsible for the following:-

- assisting with the onsite analysis of sample waters and collection, preparation and packing of these;
- assisting in the taking of water dip levels from leachate and ground water boreholes;
- assisting in the monitoring and adjustment of the gas extraction plant and collection wells.

It is anticipated that the workload on the Scientific Unit will increase as the Landfill Site/North Foreshore and the Gas Control System at Duncrue Industrial Estate are developed and as new, more stringent, legislation and environmental responsibilities are introduced. The Landfill Site/North Foreshore covers an area of approximately 320 acres, of which 84 acres are currently being capped following the closure of the landfill.



## **2. Analysis of Key Issues**

This section of the report identifies the key findings and considerations from the research and consultation and presents an analysis of the main issues arising. These have been classified into the following main areas; Strategic Context and Corporate Responsibility, Operational Considerations, Structural and Staffing Considerations, Summary of Benchmarking Information and Future Considerations.

### **2.1 Strategic Context and Corporate Responsibility**

The introduction of the new Waste Management Licence for the Landfill Site, under the Waste and Contaminated Land (NI) Order 1997, has increased the council's environmental liability and regulatory requirements. The conditions of the new licence are more onerous than the previous licence in relation to the levels of environmental monitoring.

To ensure the council meets these environmental liabilities and regulatory requirements the Scientific Unit must introduce increased monitoring programmes, environmental data production and interpretation of data trends, reporting internally and externally to consultants and regulatory bodies. It is anticipated that the Scientific Unit's responsibility for advising on preventative and remedial measures to control and eliminate risks on site will also increase as the site and North Foreshore is developed.

It is estimated that monitoring of the site will be a necessity for the next 30 – 40 years in order for the council to meet the regulatory requirements under the Waste and Contaminated Land (NI) Order 1997. Failure to meet the conditions of the landfill Waste Management Licence and regulatory requirements could result in large fines being imposed upon the council and a notice of closure being placed on the landfill site and North Foreshore prohibiting any further development until remedial actions are introduced.

It is within this context and in line with the Corporate Plan 2008-2011 that this review is required to ensure that the Scientific Unit has the appropriate levels of staff to provide professional services that ensure the council can meet new licensing legislation and regulations at the Dargan Road Landfill Site, North Foreshore and Duncrue Industrial Estate.

Environmental monitoring and development of the landfill, the North Foreshore and its environs and the Duncrue Industrial Estate will assist the council to meet some of its corporate objectives, values and strategic themes. For example, the environmental monitoring undertaken shows the council is committed to taking better care of Belfast's environment to provide a cleaner, greener, healthier city now and for the future.

The council is also currently involved in the construction of an electricity generating plant on the North Foreshore that will be fuelled by landfill gas. This highlights the council's commitment to act sustainably through the effective and efficient use of resources.

### **Perception of the Scientific Unit**

Consultation with senior managers within the Waste Management Service, Development Department and the Asset Management Unit has identified the advantages and strengths of the council providing its own internal specialists to carry out the monitoring programmes and additional areas of work as mentioned above.

It was stated that the officers within the Scientific Unit have the specialist knowledge and skills required to undertake the work; they have extensive knowledge of the landfills and Duncrue Industrial Estate's history. Due to the nature of the monitoring requirements at these locations it is important for the council to ensure that consistency in monitoring is maintained. It was the opinion of these officers that the Scientific Unit was best placed to provide these services and that this would be the most economic option for the council.

Examples provided of areas where the Scientific Unit staff's involvement has greatly benefited the council include the following:

- input of advice to external consultants when drafting the Environmental Risk Assessment for the North Foreshore development;
- input when consultants were designing and extending the gas control system at the landfill and North Foreshore to ensure the energy generation platform receives a constant supply of gas;
- in the design and monitoring regime of the new gas control system at Duncrue Industrial Estate;
- consulting with the NIEA to sort out problems, for example, the unit produced an improved leachate monitoring regime; this was submitted through the Waste Management Service to the NIEA as an alternative to the council having to build a leachate capture and treatment plant at considerable cost.

In a report taken to the Development Committee, 16 January 2008, by the Director of Development, it was ratified that management of the gas field will be retained by the council to ensure the highest safety standards. This set out the level of commitment that Development Department have in the continued use of the Scientific Unit to manage the council's gas field.

## **2.2 Operational Considerations**

The Duncrue Industrial Estate is of significant importance to the council as lettings from the 100 plus units generates in excess of **£1 million per annum**. The council, in the late 1980's, installed the existing gas control system as the ground in the estate settled water collected in the pipe work reducing effective operation of the system. The council is currently updating this system by introducing a new series of vertical wells, pipe work and manifolds.

Since the closure of the landfill in March 2007 the volume and scope of work for the Scientific Unit has increased significantly. This has been due to the following:-

- Ongoing development of the North Foreshore;

- The closure, capping and reinstatement of Dargan Road Landfill Site and the development of waste transfer and treatment facilities on the site;
- The installation of extensive landfill gas extraction and emission control systems at Dargan Road;
- Ongoing development of the Gas Control System at Duncrue Industrial Estate;
- Increased environmental liability and regulatory requirements associated with the new draft Waste Management Licence for the closure of the landfill site, and new environmental legislation.

As the landfill and North Foreshore has been developed the gas collection management system has been extended into the developed areas. Scientific Unit staff have been involved in providing advice and assistance in the design of the gas field and in the drafting of an Environmental Risk Assessment for the development of the North Foreshore.

As indicated in section 2.1 the council is currently constructing an electricity generation plant at the North Foreshore that will be fuelled by gas from the gas field. It is anticipated that the electricity generation plant will become operational in April 2009 and at this time the gas wells supplying the plant will require more frequent monitoring and adjustment to provide a constant quality and quantity of gas.

In the Deloitte Report, Landfill Gas Electricity Generation Options Assessment, December 2007, a value for money assessment of the bids from contractors estimated that over a 20 year period the profit for Belfast City Council from electricity generation would be approximately £28.7 million (**£1.44 million per annum**).

As the gas collection system has been extended, additional gas wells have been installed for the monitoring of gas and additional boreholes have been installed for the monitoring of leachate and ground waters. The Scientific Unit, in association with Waste Management, have developed a "Site Restoration and Aftercare Plan" detailing how the site capping and restoration will be managed.

This included a detailed environmental monitoring plan for the site to include gas, leachate, ground water, surface water, marine water and air quality monitoring. Pollutant emission control and trigger values have been set for the site and it is the council's responsibility to ensure parameters are monitored, that any parameters exceeded are reported to the NIEA and that remedial action is taken to minimise risk to the environment and to human health.

### **Working Patterns and Overtime Levels**

Staff within the unit work 37 hours during normal hours and have the opportunity to work flexible hours. The unit operates an out of hour's stand-by rota on a voluntary basis to provide cover for problems or breakdown of the gas extraction system / gas flaring units and associated generators.

Standby and overtime payments for the unit in 2007/08 totalled approximately £4,700, this was mainly paid in relation to the out of hour's rota and it is unlikely that any change to staffing levels with in the unit will have an impact upon this.

### **Monitoring at the Duncrue Industrial Estate**

At this Estate the Scientific Unit staff manages the gas system and also monitor the inside of industrial units for gas. The posts monitor approximately 60 gas wells and 100 plus industrial units. Guidance drawn up with the council's retained consultants ERM suggest the gas wells be monitored every two months and industrial units monitored on a weekly, monthly or quarterly basis depending upon the level of risk determined for the building.

The council is liable for controlling the landfill gas on the estate. The council must ensure the control of landfill gas and the safety of buildings on both sites to discharge its duties effectively under the Health and safety at Work (NI) order 1978. This has been highlighted in health and safety terms and also in reputation terms through this work being identification significant in the council's risk register.

It is anticipated that in time this system may be linked with the gas collection system in the Landfill Site and North Foreshore but in the meantime staff must manage the new system through the calibration and balancing of the wells and flaring off the gas.

The Environmental Health Manager (Environmental Protection) and Scientific Unit Manager both have estimated there will be some additional workload on staff from an increase adjusting and balancing the new system and from flaring off the gas. It is not anticipated at present that the increased workload will justify the creation of additional staff.

### **Monitoring at the Dargan Road Landfill Site and North Foreshore**

#### **a. Landfill gas monitoring**

In 2003 it was proposed for the Site Monitoring Plan for Dargan Road Landfill Site that monitoring of approximately 110 gas wells would be done on a monthly basis. It was found that this level of monitoring was extremely difficult with the staffing resources at that time. In addition to the 110 gas wells on site a further 15 perimeter site wells and 3 manifolds had to be monitored.

In practice, the Scientific Unit monitored all gas wells and manifolds every two to three months, but now that the site is closed and is being capped and reinstated the NIEA are imposing new licensing conditions on the council and a Gas Management Plan has been drawn up which will include the monitoring of all wells on a monthly basis.

As the site has been reinstated and capping continued, along with the development of the site, for example, the construction of a Waste Transfer Station and further development of the North Foreshore, the number of gas wells to be monitored on a monthly basis has increased to 223 gas wells, 15 perimeter site wells and 3 manifolds. An additional 12 gas control wells have also been installed at the new Waste Transfer Station.

The Scientific Unit staff at the landfill also monitor and manage 3 gas flaring units and associated generators; some assistance with this work was given previously by an external technician from the consulting firm Taggarts before his retirement two years ago.

In addition to this increased level of monitoring the new site licence now requires the council to report gas levels and any breach of trigger levels within 42 days of the monitoring period, the 2003 site monitoring plan did not require the monitoring levels to be passed on to the NIEA. This represents a large increase in the data handling and reporting workload on the Scientific Units staff.

At present gas collected on the landfill site and North Foreshore is flared off to comply with health and safety and environmental requirements, but once the electricity generation plant becomes operational (April 2009) monitoring staff must manage the flow and quality of gas to the plant. This will require a greater level of onsite balancing and adjusting of gas flow than was required for the flaring of gas.

For energy generation it is anticipated that all gas wells will need to be monitored on a fortnightly basis for an initial commissioning period until the supply and flow of gas is stabilised. This may require the employment of additional temporary agency staff to carry out the increased monitoring over this period.

#### **b. Leachate and ground water monitoring**

Also contained in the 2003 site monitoring plan was the monitoring and sampling of leachate and ground water. This consisted of the monthly manual water level monitoring of leachate and ground water at 45 locations. Water quality samples were also taken at these 45 locations on a quarterly basis. In addition to this surface water samples were taken at six locations on a monthly basis and water levels at data loggers installed on site were monitored monthly at 16 locations. Results obtained from the monitoring and sampling of leachate and ground water were reported to the NIEA within one year of the monitoring period.

At present, as the landfill site is capped and reinstated and new licensing conditions are imposed the council has had to increase the number of locations

where the monthly manual water levels of leachate and ground water are monitored from 45 to 64.

Water quality samples must now be taken quarterly at these 64 locations, but in addition to this water quality must be monitored at all surface water and marine water locations on a monthly basis. This will represent a large increase in the amount of data handled by the Scientific Unit staff. Up to 259 parameters will be monitored at water monitoring locations on a quarterly basis, 10 parameters must be monitored monthly (see Appendix iii).

This represents 67,000 individual water parameters per annum that must be checked by the Scientific Officer (Landfill), and these along with trends and breaches of trigger levels must be reported to the NIEA within 42 days of the monitoring period.

### **Additional areas of work undertaken by the Scientific Unit**

In addition to the aforementioned increases in gas, leachate, ground water, surface water and marine water monitoring and sampling, the Scientific Unit is also involved in new monitoring regimes. These include:-

- Recording of rainfall data at the landfill site;
- Monitoring capping materials brought onto the landfill site for contamination;
- Monitoring of gas at the Waste Transfer Station and providing clearance for operations to resume following any gas build-ups at the station;
- Monitoring of water quality at 'discharge consent' locations at Dargan Road Landfill, Vehicle Wash Tanks, Waste Transfer Station, Interceptor tanks at recycling centres.

## **2.3 Structural and Staffing Considerations**

Having considered the levels of increased workload and increased operational responsibilities on the Scientific Unit as detailed in the above analysis of operations it is recommended that an additional Scientific Officer (Landfill) post is



created. It is also recommended that the revised structure for the Scientific Unit is adopted (see Appendix iv).

This additional resource will help to ensure that the Scientific Unit is best placed to fulfil the requirements of the site monitoring plan for the landfill. The availability of an additional post on-site will ensure that safe working practices are adhered to at all times (two members of staff must work together as a team when monitoring at the landfill). An additional Scientific Officer (Landfill) post will also enable the monitoring to be continued on-site while the other Scientific Officer (Landfill) post carries out the data analysis, handling and reporting requirements of the post.

As mentioned in section 2.1 failure to meet the conditions and regulatory requirements of the landfills Waste Management Licence could result in large fines being imposed upon the council and a notice of closure being placed on the landfill site and North Foreshore prohibiting any further development until remedial actions are introduced.

## **Enhanced Roles and Responsibilities**

### **Scientific Officer (Landfill)**

This post was also created in the BIS Review of the Scientific Unit, 2003. The main purpose of this post was to be responsible for carrying out ground water, marine water, leachate and landfill gas monitoring programmes for Dargan Road Landfill.

In addition to the monitoring workload on this post increasing significantly this post has received additional responsibilities. These include the following:-

- interpreting scientific data and reports, liaising with and advise external agencies, developers, consultants and government departments regarding the improvement of environmental monitoring;
- preparing comprehensive, scientific reports and consultation briefs as required;

- ensuring the monitoring programme is planned and managed effectively, to ensure the safety of building on the Landfill/North Foreshore;
- ensuring the safe use of the gas extraction system at the Landfill/North Foreshore;
- investigating complaints regarding pollution, preparing reports and attending court as necessary.

An assessment of these increased levels of responsibility has been undertaken using the GLPC job evaluation scheme and it is recommended that the post of Scientific Officer (Landfill) is re-graded from Salary Scale SO1 to Salary Scale SO2, at an additional cost of £4,662 per annum (cost for two posts). It is also recommended that the revised job description for the Scientific Officer (Landfill) is adopted (see Appendix v).

### **Monitoring Assistant**

This post was created in a review of the Scientific Unit undertaken by BIS in 2003. Due to operational difficulties and health and safety issues associated with working on a landfill this post was created to assist the Scientific Officer (Landfill). This post was responsible for driving a vehicle on site, assisting with the sampling of leachate and ground waters and monitoring the gas collection system.

This post is currently vacant and it is management's perception that, due to the salary scale of the post, it has been difficult to retain postholders once they have gained experience.

As set out earlier in this report, since the inception of this post, the amount of monitoring required on the landfill site and North Foreshore has grown considerably and the amount of sampling has also increased. Rather than solely assisting the Scientific Officer (Landfill) the Monitoring Assistant has had to take on the responsibility for collection of samples and monitoring of parameters. The Monitoring Assistant has assisted in managing the gas flaring units and associated generators and in the absence of the Scientific Officer (Landfill) has taken on the full responsibility for doing these duties. These additional

responsibilities have been assessed using the GLPC job evaluation scheme and it is recommended that the Monitoring Assistant post is re-graded from Salary Scale 4 to Salary Scale 5, at a cost of £2,363 per annum. It is also recommended that the revised job description for the Monitoring Assistant is adopted (see Appendix vi).

### **Scientific Officer (Duncrue Industrial Estate)**

This post's main area of responsibility is the monitoring of the Duncrue Industrial Estate gas control system including all buildings on the estate. This post also provides cover for the Scientific Officer (Landfill) post as required and is expected to be fully knowledgeable of the landfills monitoring programme and waste management site licence conditions.

Additional responsibilities for this post include:-

- ensuring the monitoring programme at Duncrue Industrial Estate is planned and managed effectively;
- making decisions to ensure the safety of buildings and the gas extraction system;
- investigating complaints regarding pollution, preparing reports and attending court as necessary;
- preparing comprehensive, scientific reports and consultation briefs as required.

An assessment of the increased levels of responsibility on this post has been undertaken using the GLPC job evaluation scheme and it is recommended that the post of Scientific Officer is re-graded from Salary Scale SO1 to Salary Scale SO2, at an additional cost of £2,831 per annum). It is also recommended that the revised job description for this post is adopted (see Appendix vii). The additional cost associated with the re-grading of the Scientific Officer post carrying out monitoring duties at the Duncrue Industrial Estate will be met from an increase to the monetary value of the service level agreement with the Asset Management Unit.

## **2.4 Summary of Benchmarking Information**

As mentioned in section 1.3 a benchmarking exercise was carried out with other local councils. These included Newcastle City Council, Glasgow City Council, Liverpool City Council, East Riding of Yorkshire Council, and Fingal County Council. This benchmarking focused on their monitoring regimes in relation to gas wells and leachate, ground water, surface water and marine water (if appropriate) and the staffing levels and grades of those involved in the monitoring. Detailed benchmarking data is included as Appendix viii.

It was found that the benchmarked authorities operated landfill sites in rural, urban and shore locations. The sites ranged from small 3 acre sites to 210 acres. Glasgow City Council and Fingal County Council used both council staff and outsourced contractors to monitor their landfill sites, Newcastle City Council used council monitoring staff only and Liverpool City Council used outsourced contractors exclusively.

Newcastle City Council monitor gas wells only and were the only authority to provide grades for their staff involved in their monitoring regime. They had two posts at salary scale SO2 and two at Salary scale SC6, which is very similar to Belfast.

## **2.5 Future Considerations**

It is anticipated that future developments at the landfill site such as Composting facilities and a proposed Combined Heat and Power (CHP) facility will further increase the workload on the Scientific Unit.

Any discharge from these facilities will have to be monitored along with air quality monitoring, bio-aerosol and compost monitoring. With all new developments on the landfill site and North Foreshore the Scientific Unit will be expected to provide advice on preventative and remedial measures to ensure all controls are in place to reduce the risks from the landfill on buildings, human health and the local environment.

Monitoring of the site will be a necessity for the next 30 – 40 years in order for the council to meet the regulatory requirements under the Waste and Contaminated Land (NI) Order 1997.

Taking into consideration the growing environmental liability and compliance responsibilities on the council emanating from new legislation and regulations, we can only assume that these will continue to become more onerous in the future. If there are changes to environmental legislations, regulations and liabilities on the council this should be reviewed at an appropriate time to ensure the Scientific Unit has the appropriate staffing levels to meet operational requirements.

It is recommended that BIS review the effectiveness of the recommendations made in this report after an appropriate timescale.

### 3. Recommendations

These recommendations are based on the objective analysis of the information gathered and issues raised in the consultation, along with a consideration of the benchmarking data and research conducted. It is recommended that the following recommendations are adopted: -

- That an additional post of Scientific Officer (Landfill) is created - see 2.3 *Structural and Staffing Considerations*
- That the post of Scientific Officer (Landfill) is re-graded from Salary Scale SO1 to Salary Scale SO2, at an additional cost of £4,662 per annum (cost for two posts) – see 2.3 *Structural and Staffing Considerations*
- That the revised job description for the Scientific Officer (Landfill) is adopted – see 2.3 *Structural and Staffing Considerations*
- That the Monitoring Assistant post is re-graded from Salary Scale 4 to Salary Scale 5, at a cost of £2,363 per annum – see 2.3 *Structural and Staffing Considerations*
- That the revised job description for the Monitoring Assistant is adopted – see 2.3 *Structural and Staffing Considerations*
- That the post of Scientific Officer is re-graded from Salary Scale SO1 to Salary Scale SO2, at an additional cost of £2,831 per annum) – see 2.3 *Structural and Staffing Considerations*
- That the revised job description for the Scientific Officer post is adopted - see 2.3 *Structural and Staffing Considerations*
- That the revised structure for the Scientific Unit is adopted – see 2.3 *Structural and Staffing Considerations*
- That BIS evaluate the effectiveness of the recommendations made in this report after an appropriate timescale – see 2.5 *Future Considerations*

#### 4. Financial Implications

The financial implications of the recommendations as outlined in section 3 of this report are summarised as follows:

<b>Estimated Costs</b> (using 2007/08 salary scales + estimated 2.5% increase for 2008/09)		
Creation of 1 additional Scientific Officer (Landfill) post & re-grading (2 posts)	(SO1 to SO2)	<b>£30,615</b>
Re-grading of Monitoring Assistant post	(Sc4 to Sc5)	<b>£2,363</b>
Re-grading of Scientific Officer - 1 post	(SO1 to SO2)	<b>£2,331</b>
<b>Total Estimated Costs</b>		<b>£35,309*</b>

\*The monitoring costs for the landfill site, including the £32,978 of cost relating to the additional Scientific Officer (landfill) post and the re-grading of this post together with the Monitoring Assistant post, will be met from the Council's Dargan Road Landfill closure fund.

The additional cost of £2,331 associated with the re-grading of the Scientific Officer post carrying out monitoring duties at the Duncrue Industrial Estate will be met from an increase to the monetary value of the service level agreement with the Asset Management Unit.

As mention earlier in the report it is estimated that over a 20 year period the profit for Belfast City Council from electricity generation would be approximately £28.7 million (**£1.44 million per annum**). The gas wells supplying the electricity generation plant will require more frequent monitoring and adjustment to provide a constant flow of gas and this, along with new environmental liabilities and legislation at the landfill/ North Foreshore has led to the additional costs above.

Also, the Duncrue Industrial Estate is of significant importance to the council as lettings from the 100 plus units generates in excess of **£1 million per annum**.

In assessing these financial implications it must be considered that:-

- Failure to meet the conditions of the landfill Waste Management Licence and regulatory requirements could result in large fines being imposed upon the council and a notice of closure being placed on the landfill site and North Foreshore prohibiting any further development until remedial actions are introduced.
- Failure to monitor and control the landfill gas system and manage the associated risks at Duncrue Industrial Estate would impact on the council meeting its obligations under the Waste and Contaminated Land Act (1997). This could impact on the council's lettings income at the estate which is currently in excess of £1 million.

## **5 HR Implications**

It is anticipated that the recommendations set out in this report will result in no contractual changes and there will be no HR Issues to be considered. The Environmental Health Service will liaise with HR to arrange the necessary recruitment exercises.

## **6 Next Steps**

Outlined below are the next steps to be undertaken by the Service for the proposed recommendations:

- Report to be presented to Vetting Panel/Committee for approval;
- Report presented to Council where necessary;
- Undertake recruitment of Scientific Officer (Landfill) and Monitoring Assistant posts;
- Undertake induction of new post holders;
- BIS will provide support as requested to assist in the implementation of the recommendations.



BIS would like to thank the staff within the Health and Environmental Services department and all stakeholders involved in consultations for their contribution and willingness to provide information in relation to this review to ensure its successful completion.

**Appendix i – List of Staff Consulted**

**Environmental Health Services- Health & Environmental Services Department**

Head of Environmental Health

Environmental Health Manager (Environmental Protection)

Scientific Unit Manager

**Waste Management Service- Health & Environmental Services Department**

Head of Waste Management

Waste Manager (Education, Contracts & Operations)

Waste Manager (Landfill)

**Directorate - Health & Environmental Services Department**

Business Support Manager

**Asset Management Unit – Core Improvement Department**

Estates Manager

**Economic Initiatives – Development Department**

North Foreshore Manager

**Human Resources**

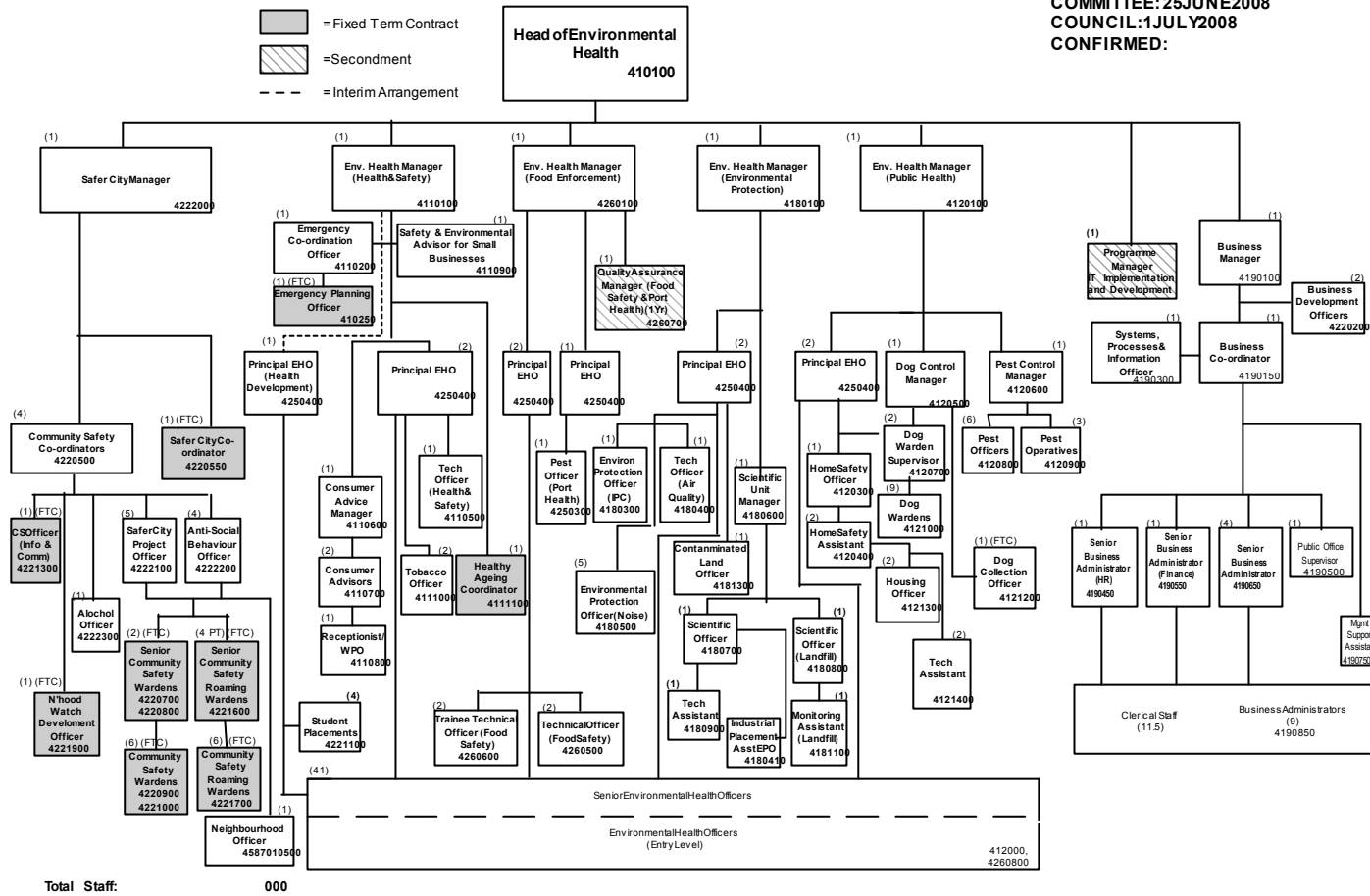
Trade Union Co-ordinator

Human Resources Advisor

**Appendix ii – Current Scientific Unit Structure**

**HEALTH & ENVIRONMENTAL SERVICES DEPARTMENT - ENVIRONMENTAL HEALTH SERVICES**

STATUS: CURRENT  
 PROJECT NO:  
 COMMITTEE: 25 JUNE 2008  
 COUNCIL: 1 JULY 2008  
 CONFIRMED:



**Appendix iii – Monitoring Parameters**

<b>Parameters Monitored in the Waters and Mud</b>	
Borehole ID	1,1-Dichloroethane (DSB) µg/kg
Sector	2,2-Dichloropropane (DSB) µg/kg
Sample Date	cis-1,2-Dichloroethene DSB µg/kg
Water Level (m, TOC)	Bromochloromethane (DSB) µg/kg
pH	Chloroform (DSB) µg/kg
Temperature (°C)	1,1,1-Trichloroethane DSB µg/kg
Redox / eh (mv)	1,1-Dichloropropene (DSB) µg/kg
Conductivity µS/cm	Carbon tetrachloride(DSB) µg/kg
Oxygen (Dissolved) mg/l	Benzene (DSB) µg/kg
BOD (total+ATU) mg/l	1,2-Dichloroethane (DSB)µg/kg
COD (Total) mg/l	Trichloroethene (DSB) µg/kg
Alkalinity (total) mg/l as CaCO <sub>3</sub>	1,2-Dichloropropane (DSB) µg/kg
Nitrogen Ammoniacal Results	Dibromomethane (DSB) µg/kg
Nitrogen Ammoniacal mg/l N	Bromodichloromethane(DSB) µg/kg
Total Oxidised Nitrogen Results	cis-1,3-Dichloropropene µg/kg
Total Oxidised Nitrogen mg/l N	Toluene (DSB) µg/kg
Chloride mg/l	trans-1,3-Dichloropropene µg/kg
Sulphate mg/l	1,1,2-Trichloroethane DSB µg/kg
Cyanide (total) mg/l	Tetrachlorethene (DSB) µg/kg
Sulphide (dissolved) mg/l S	1,3-Dichloropropane (DSB) µg/kg
Phenols (Total) mg/l	Dibromochloromethane(DSB) µg/kg
Total Organic Carbon mg/l	1,2-Dibromoethane (DSB) µg/kg
Cadmium mg/l	Chlorobenzene (DSB) µg/kg
Chromium mg/l	1,1,2,2-Tetrachloroethane (DSB) µg/kg
Lead mg/l	Ethyl benzene (DSB) µg/kg
Copper mg/l	m,p-Xylene (DSB) µg/kg
Nickel mg/l	o-Xylene (DSB) µg/kg
Zinc mg/l	Styrene (DSB) µg/kg
Iron mg/l	Bromoform (DSB) µg/kg
Manganese mg/l	Isopropylbenzene (DSB) µg/kg
Potassium mg/l	Bromobenzene (DSB) µg/kg
Sodium mg/l	1,2,3-Trichloropropane(DSB) µg/kg
Calcium mg/l	1,1,2,2-Tetrachloroethane (DSB) µg/kg
Magnesium mg/l	n-Propylbenzene (DSB) µg/kg
Arsenic mg/l	2-Chlorotoluene (DSB) µg/kg
Mercury mg/l	4-Chlorotoluene (DSB) µg/kg
Total Solids %	1,3,5-Trimethylbenzene(DSB) µg/kg
Nickel (DSB) mg/kg	tert-Butylbenzene (DSB) µg/kg
Arsenic (DSB) mg/kg	1,2,4-Trimethylbenzene(DSB) µg/kg
Cadmium (DSB) mg/kg	sec-Butylbenzene (DSB) µg/kg
Chromium (DSB) mg/kg	1,3-Dichlorobenzene (DSB) µg/kg
Lead (DSB) mg/kg	1,4-Dichlorobenzene (DSB) µg/kg
Mercury (DSB) mg/kg	4-Isopropyltoluene (DSB) µg/kg
Copper (DSB) mg/kg	1,2-Dichlorobenzene (DSB) µg/kg
Zinc (DSB) mg/kg	n-Butylbenzene (DSB) µg/kg
Natural Moisture Content (%)	1,2-Dibromo3chloropropane µg/kg
Selenium Low Level (mg/l)	1,3,5- Trichlorobenzene(DSB) µg/kg
Fluoride (mg/l)	1,2,4-Trichlorobenzene(DSB) µg/kg

Nitrate as NO <sub>3</sub> (mg/l)	Naphthalene (DSB) µg/kg
Nitrite as NO <sub>2</sub> (mg/l)	Hexachloro-1,3-butadiene µg/kg
Ortho phosphate as PO <sub>4</sub> (mg/l)	123-Trichlorobenzene(DSB) µg/kg
Ortho phosphate as PO <sub>4</sub> (mg/l)	Pentachlorophenol (DSB) µg/kg
pH (LAB)	HCH-alpha µg/l
Total Suspended Solids (mg/l)	HCH-gamma µg/l
Carbon Disulphate (ug/kg)	DDT-op (DSB) µg/kg
Total Phenols (mg/kg)	DDT-pp (DSB) µg/l
Iron (mg/kg)	HCH-beta (DSB) µg/l
Manganese (mg/kg)	HCH-alpha (DSB) µg/kg
Selenium (mg/kg)	HCH-gamma (DSB) µg/kg
Ionic Balance (%)	DDT-pp (DSB) µg/kg
Colour (hazen units)	PCB 28 (DSB) µg/kg
Dissolved Silver Low Level ug/l	PCB 52 (DSB) µg/kg
Dissolved antimony Low Level (mg/l)	PCB 101 (DSB) µg/kg
Dissolved Beryllium Low Level (mg/l)	PCB 118 (DSB) µg/kg
Dissolved Barium Low Level (mg/l)	PCB 138 (DSB) µg/kg
Dissolved Boron Low Level (mg/l)	PCB 153 (DSB) µg/kg
Dissolved Cobolt Low Level (mg/l)	PCB 180 (DSB) µg/kg
Dissolved Tellurium Low Level (mg/l)	PCB 28 µg/l
Dissolved Thalium Low Level (mg/l)	PCB 52 µg/l
Dissolved Titanium Low Level (mg/l)	PCB 101 µg/l
Dissolved Uranium Low Level (mg/l)	PCB 118 µg/l
Dissolved Vanadium Low Level (mg/l)	PCB 153 µg/l
Pentachlorophenol µg/l	PCB 138 µg/l
1,1-Dichloroethene µg/l	PCB 180 µg/l
Dichloromethane µg/l	HCH-beta (DSB) µg/kg
trans-1,2-Dichloroethene µg/l	1,1 Dimethylethylbenzene
1,1-Dichloroethane µg/l	1-Methylethylbenzene
2,2-Dichloropropane µg/l	1-Methylpropylbenzene
cis-1,2-Dichloroethene µg/l	DDT-op ug/l
Bromochloromethane µg/l	HCH-beta ug/l
Chloroform µg/l	Natural Mositure Content (%)
1,1,1-Trichloroethane µg/l	Oils,Fats & Greases (Dissolved) (mg/kg)
1,1-Dichloropropene µg/l	Oils,Fats & Greases (Dissolved) (mg/l)
Carbon tetrachloride µg/l	Dichlorodifluoromethane (ug/kg)
Benzene µg/l	Chloromethane (ug/kg)
1,2-dichloroethane µg/l	Vinyl Chloride (ug/kg)
Trichloroethene µg/l	Total PCB (ug/kg)
1,2-Dichloropropane µg/l	Bromomethane (ug/kg)
Dibromomethane µg/l	Chloroethane (ug/kg)
Bromodichloromethane µg/l	Trichlorofluoromethane (ug/kg)
cis-1,3-Dichloropropene µg/l	Carbon Disulphate (ug/kg)
Toluene µg/l	Total Phenols (mg/kg)
trans-1,3-Dichloropropene µg/l	Diesel Range Organics (mg/kg)
1,1,2-trichloroethane µg/l	Mineral Oil (mg/kg)
Tetrachloroethene µg/l	PRO C5-C9 (ug/kg)
1,3-Dichloropropane µg/l	PRO C10-C12 (ug/kg)
Dibromochloromethane µg/l	Total Xylene (ug/kg)
1,2-dibromoethane µg/l	Methlythiomethane (ug/kg)
Chlorobenzene µg/l	Diesel Range Organics (mg/l)

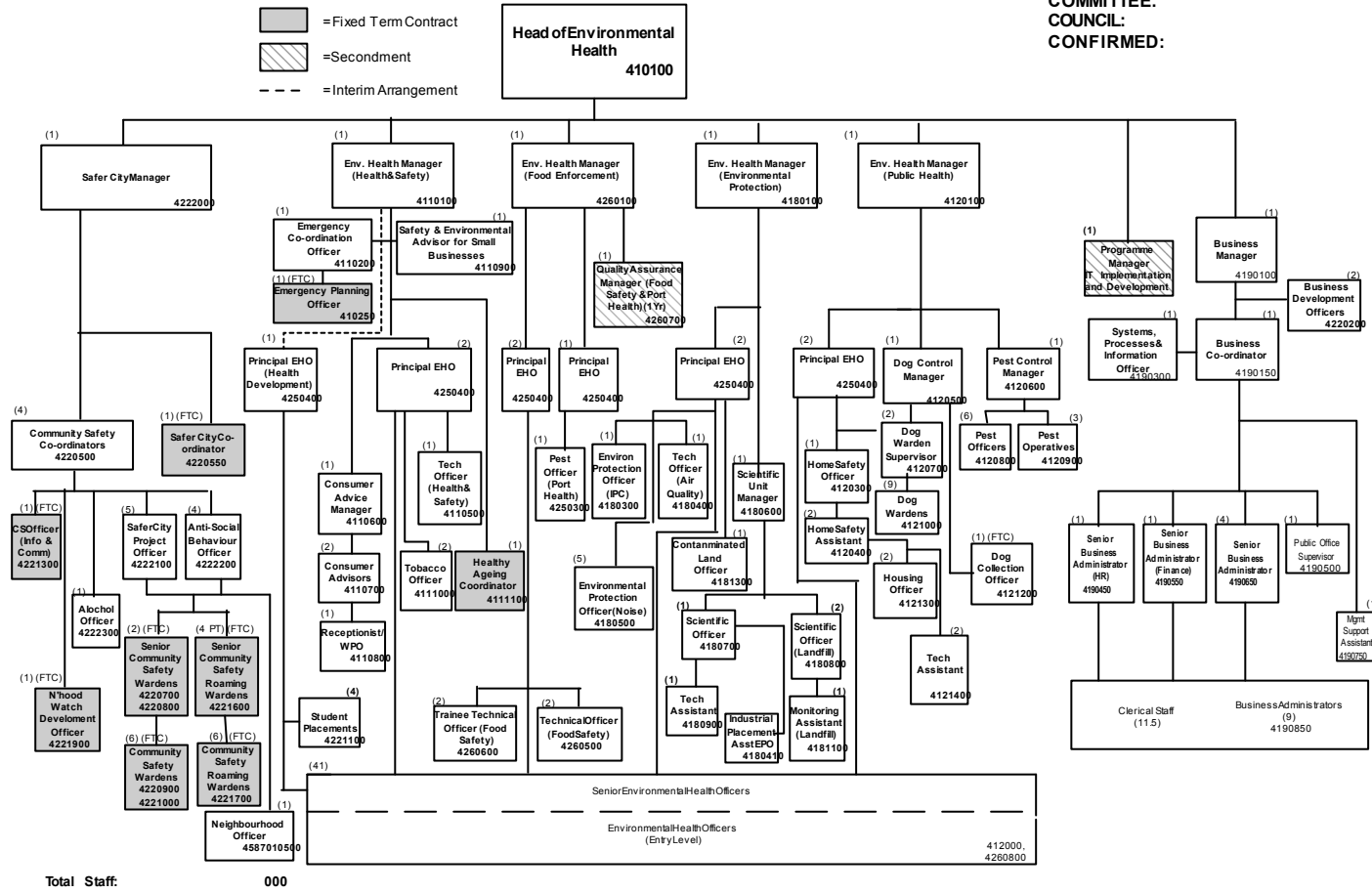


1,1,1,2-Tetrachloroethane µg/l	Mineral Oil by GC (mg/l)
Ethyl benzene µg/l	DRO Interpretation
m,p-Xylene µg/l	Petrol Range Organics C5-C9 (mg/l)
o-Xylene µg/l	Petrol Range Organics C10-12 (mg/l)
Styrene µg/l	Benzene (mg/l)
Bromoform µg/l	Toluene (mg/l)
Isopropylbenzene µg/l	Ethylbenzene (mg/l)
Bromobenzene µg/l	Total Xylene (mg/l)
1,2,3-Trichloropropane µg/l	Dichlorvos (ug/l)
1,1,2,2-Tetrachloroethane µg/l	Mevinphos (ug/l)
n-Propylbenzene µg/l	Alpha-BHC (ug/l)
2-Chlorotoluene µg/l	beta-BHC (ug/l)
4-Chlorotoluene µg/l	gamma-BHC (Lindane) (ug/l)
1,3,5-Trimethylbenzene µg/l	Diazinon (ug/l)
tert-Butylbenzene µg/l	Methyl Parathion (ug/l)
1,2,4-Trimethylbenzene µg/l	Heptachlor (ug/l)
sec-Butylbenzene µg/l	Fenitrothion (ug/l)
1,3-Dichlorobenzene µg/l	Malathion (ug/l)
1,4-dichlorobenzene µg/l	Aldrin (ug/l)
4-Isopropyltoluene µg/l	Parathion (ug/l)
1,2-dichlorobenzene µg/l	Heptachlor epoxide (ug/l)
n-Butylbenzene µg/l	Endosulfan 1 (ug/l)
1,2-Dibromo3chloropropane µg/l	Dieldrin (ug/l)
1,3,5-Trichlorobenzene µg/l	Endrin (ug/l)
1,2,4-Trichlorobenzene µg/l	Ethion (ug/l)
Naphthalene µg/l	Endosulfan sulphate (ug/l)
Hexachloro-1,3-butadiene µg/l	Azinphos Methyl (ug/l)
1,2,3-Trichlorobenzene µg/l	p,p-Methoxychlor (ug/l)
1,1-Dichloroethene (DSB) µg/kg	p,p-'DDE
Dichloromethane (DSB) µg/kg	p,p-'DDD
trans-1,2-Dichloroethene µg/kg	

**Appendix iv – Proposed Scientific Unit Structure**

**HEALTH & ENVIRONMENTAL SERVICES DEPARTMENT - ENVIRONMENTAL HEALTH SERVICES**

STATUS: PROPOSED  
 PROJECT NO: 04/010/08/125  
 COMMITTEE:  
 COUNCIL:  
 CONFIRMED:



**Appendix v – Revised Scientific Officer (Landfill) Job Description**

## **Job Description**

**Ref No:****Date:**1 October 2008

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**Dept:** HEALTH AND ENVIRONMENTAL SERVICES**Post No:** 258(b)**Section:** ENVIRONMENTAL HEALTH SERVICE**Job Title:** SCIENTIFIC OFFICER (LANDFILL)**Grade:** SO 2

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### **Main Purpose of Job**

Responsible to the Scientific Unit Manager for carrying out ground water, marine water, leachate and landfill gas monitoring programmes for Dargan Road Landfill Complex.

To ensure duties and tasks assigned to the post holder are performed in accordance with specified time and quality targets.

To make an effective contribution to the development and achievement of the Unit's objectives.

To carry out interpretive analysis on scientific data, operate and maintain monitoring equipment and to make an effective contribution to the development and achievement of effective, safe and efficient operational scientific services

## **Summary of Responsibilities and Personal Duties**

1. To carry out environmental monitoring programmes, surveys and investigations in the Health and Environmental Services Department and meet targets as specified in the business plan and sampling programmes.
2. To undertake chemical or physical sample analysis of water samples obtained throughout the site and to prepare and package samples for transportation for laboratory analysis.
3. To take manual water dip levels from leachate and ground water boreholes.
4. To download monitoring data from water level data loggers installed on and around the site.
5. To monitor and adjust the gas extraction plant and gas extraction wells to ensure safe and efficient operation of the landfill gas extraction system.
6. To compile data and prepare and interpret reports including maintaining computer based records on monitoring programmes, surveys and site investigations carried out across the range of services provided in the scientific unit.
7. To interpret scientific data and reports and liaise with or advise external agencies/developers consultants/government departments regarding the improvement of environmental monitoring
8. To prepare comprehensive, scientific based reports and consultation briefs as required and be able to supervise the work of agency contractors/consultants and to enhance the lead approach by the Council in developing a safe and healthy city.
9. To carry out calibration, maintenance and repair of environmental monitoring equipment and data loggers as required in accordance with specified procedures.
10. To supervise or assist allocated staff and to provide training for Environmental Health staff in the use and application of monitoring equipment.
11. To provide advice on the selection of new monitoring equipment as required
12. To ensure the monitoring programme is planned and managed effectively, with timely decisions taken to ensure the safety of the use of buildings and the gas extraction system at the North Foreshore / Dargan Road Landfill site.
13. To investigate complaints regarding pollution and prepare reports on the findings and attend court to give evidence as necessary.
14. To undertake surveys, monitoring exercises and projects in relation to pollution control as required.
15. To undertake monitoring and investigative work outside normal working hours and participate in the Council's out of hour's noise service.

16. To deputise for the Scientific Unit Manager as required.
17. To provide cover for the Scientific Officer as required.
18. To keep informed of new developments relating to the field of responsibility.
19. To participate in the Departmental training programmes.
20. To participate as directed in the Council's selection interview procedures.
21. To undertake duties in such a way as to enhance and protect the reputation and public profile of Belfast City Council.
22. To undertake such other relevant duties as may from time to time.

**Appendix vi – Revised Monitoring Assistant Job Description**



## **Job Description**

**Ref No:****Date:**01 October 2008

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**Dept:** HEALTH AND ENVIRONMENTAL SERVICES**Post No:** 258(c)**Section:** ENVIRONMENTAL HEALTH SERVICE**Job Title:** MONITORING ASSISTANT (LANDFILL)**Grade:** SCALE 5

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### **Main Purpose of Job**

Responsible to the Scientific Unit Manager through the Scientific Officer for assisting in environmental monitoring and other general landfill duties.

To ensure duties and tasks assigned to the post holder are performed in accordance with specific time and quality targets.

## **Summary of Responsibilities and Personal Duties**

1. To assist in the onsite analysis of sample waters on and around the landfill site and collection, preparation and packaging of samples.
2. To assist in taking manual water dip levels from leachate and ground water boreholes.
3. To assist in the monitoring and adjustment of the gas extraction plant and gas collection wells.
4. To carry out environmental monitoring programmes, surveys and investigations within the Scientific Units Business work programme required.
5. To participate in the implementation of the programme of scientific investigation in the Department as required e.g. legionella sampling, water sampling, gas sampling throughout the council.
6. To carry out calibration, maintenance and repairs as required on environmental monitoring equipment in accordance with specified guidelines.
7. To undertake duties allocated by the Landfill Site Supervisor including driving, refuelling, traffic control or other duties as may from time to time be required.
8. To undertake the duties in such a way as to enhance and protect the reputation and public profile of the City Council.
9. To undertake such other relevant duties as may from time to time be required.

**Appendix vii – Revised Scientific Officer Job Description**

## **Job Description**

**Ref No:****Date:**1 October 2008

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**Dept:** HEALTH AND ENVIRONMENTAL SERVICES**Post No:** 258(a)**Section:** ENVIRONMENTAL HEALTH SERVICE**Job Title:** **SCIENTIFIC OFFICER****Grade:** SO 2

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### **Main Purpose of Job**

Responsible to the Scientific Unit Manager for the provision of the departmental scientific support services.

To ensure duties and tasks assigned to the post holder are performed in accordance with specific time and quality targets.

To make an effective contribution to the development and achievement of the Unit's objectives.

To carry out interpretive analysis on scientific data, operate and maintain monitoring equipment and to make an effective contribution to the development and achievement of effective, safe and efficient operational scientific services

## **Summary of Responsibilities & Personal Duties**

1. To carry out environmental monitoring programmes, surveys and investigations in the Health and Environmental Services Department and meet targets as specified in the business programme, and sampling programme
2. To participate in the implementation of the programme of scientific investigation in the Department.
3. To liaise with other Council Departments, Consultants and Contractors as required.
4. To compile data and prepare and interpret reports including maintaining computer based records on monitoring programmes, surveys and site investigations carried out across the range of services provided in the scientific unit.
5. To interpret scientific data and reports and liaise with or advise external agencies/developers consultants/government departments regarding the improvement of environmental monitoring.
6. To prepare comprehensive, scientific based reports and consultation briefs as required.
7. To supervise the work of agency contractors/consultants as required, to enhance the lead approach by the Council in developing a safe and healthy city.
8. To carry out calibration, maintenance and repairs as required on environmental monitoring equipment in accordance with specified guidelines.
9. To provide advice on the selection of new monitoring equipment as required.
10. To undertake chemical or physical sample analysis in the Department's laboratory or on site as required.
11. To train environmental health staff or students in the use and application of monitoring equipment.
12. To supervise and assist staff or students using the Department's laboratory as required.
13. To provide scientific information and advice in response to environmental enquiries.
14. To carry out monitoring (both ground point and building) as part of the Duncrue Industrial Estate Gas Control Scheme as required in order to meet the sampling programme and business needs.
15. To ensure the monitoring programme is planned and managed effectively, with timely decisions taken to ensure the safety of buildings and the use of the gas extraction system.
16. To investigate complaints regarding pollution and to prepare reports on the findings and attend court to give evidence as necessary.

17. To undertake surveys, monitoring exercises and projects in relation to pollution control as required.
18. To undertake monitoring and investigative work outside normal working hours and participate in the Council's out of hour's noise service.
19. To keep informed of new developments within the field of responsibility.
20. To participate in the Department's training programmes.
21. To deputise for the Scientific Unit Manager as required.
22. To provide cover for the Scientific Officer (Landfill) as required.
23. To participate as directed in the Council's selection interview procedure.
24. To undertake the duties in such a way as to enhance and protect the reputation and public profile of the City Council.
25. To undertake such other relevant duties as may from time to time be required.

**Appendix viii – Detailed Benchmarking Data**

**Name of Authority/Council: FINGAL COUNTY COUNCIL RE BALLEALLY LANDFILL**

**Q1 Do you have a landfill site that is currently in use or has been capped?**

Yes	<input type="checkbox"/>
-----	--------------------------

**Q2 How many acres does your landfill site occupy?**

<b>125 ACRES APPROX</b>

**Q3 Where is the landfill situated?**

*Please tick*

- a: Rural YES
- b: Quarry
- c: Shore
- d: Other (Please Specify\*)

* 
-------

**Q4 How do you monitor the landfill site?**

*Please tick*

- a: Council Monitoring Staff YES
- b: Outsourced agency/contractors YES
- c: Other (Please Specify\*)

* 
-------

**Q5 Please list the job titles, grade/salary and number of staff employed or contractors in your monitoring regime.**

No# of staff /contractors	Job title	Grade/Salary
<b>FCC STAFF 2</b>	<b>Landfill Manager/ Senior Landfill Manager</b>	
<b>CONTRACTOR 1</b>	<b>Surface Water / Groundwater / Gas / Leachate</b>	
<b>CONTRACTOR 2</b>	<b>Annual Engine Emissions Sampling</b>	
<b>CONTRACTOR 3</b>	<b>Slope Stability Monitoring</b>	
<b>CONTRACTOR 4</b>	<b>Biological Sampling</b>	
<b>CONTRACTOR 5</b>	<b>Leachate Treatment Plant Monitoring</b>	



**Q6 Could you provide copies of relevant JD's**

	No
--	----

**Q7 Please identify what you monitor on the landfill site.**

*Please tick*

a: Gas      yes

b: Lechate yes

c: Ground Water yes

d: Surface Water yes

e: Marine Water (*if applicable*) yes


**Q8 How many gas wells do you monitor and how often are they monitored? E.g. once per week, once per month, quarterly etc.**

<b>13 gas wells monitored weekly</b>

**Q9 How many gas wells can be monitored each day?**

<b>13 daily if required</b>

**Q10 At how many locations are the leachate, ground water, surface water and marine water (*if applicable*) monitored and how often?**

<b>Leachate (24 wells- Monthly) Groundwater (4 Wells Monthly)</b>
<b>Surface Water (4 Locations) Marine Waters (7 - Biannual)</b>

**Q11 How many leachate, ground water, surface water and marine water (if applicable) samples can be taken each day?**

<b>NA</b>

**Q12 Do you use the gas on site for electricity generation?**

YES

**Name of Authority/Council:**

Glasgow City Council

**Q1 Do you have a landfill site that is currently in use or has been capped?**

Yes	No
-----	----

**Q2 How many acres does your landfill site occupy?**

<b>210 approx.</b>

**Q3 Where is the landfill situated?**

*Please tick*

- a: Rural
- b: Quarry
- c: Shore
- d: Other (Please Specify\*)

*
---

**Q4 How do you monitor the landfill site?**

*Please tick*

- a: Council Monitoring Staff
- b: Outsourced agency/contractors
- c: Other (Please Specify\*)

*
---

**Q5 Please list the job titles, grade/salary and number of staff employed or contractors in your monitoring regime.**

No# of staff /contractors	Job title	Grade/Salary
<b>1</b>	<b>Landfill Manager</b>	
<b>1</b>	<b>Landfill Supervisor</b>	
<b>1</b>	<b>Environmental officer</b>	
<b>4</b>	<b>Machine Operator</b>	
<b>6</b>	<b>General Labourer</b>	

**Q6 Could you provide copies of relevant JD's**

Yes	No
-----	----

**Q7 Please identify what you monitor on the landfill site.***Please tick*

a: Gas	√
b: Lechate	√
c: Ground Water	√
d: Surface Water	√
e: Marine Water (if applicable)	

**Q8 How many gas wells do you monitor and how often are they monitored? E.g. once per week, once per month, quarterly etc.**

<b>6 Perimeter wells monitored once a month by GCC and approx. 90 permanent gas extraction wells for in-waste monitoring, monitored by contractors</b>

**Q9 How many gas wells can be monitored each day?**

<b>All 6 perimeter wells and approx 50 permanent in-waste wells</b>

**Q10 At how many locations are the leachate, ground water, surface water and marine water (if applicable) monitored and how often?**

<b>9 Groundwater locations monitored monthly, 10 surface water locations monitored monthly, 4 leachate locations</b>

**Q11 How many leachate, ground water, surface water and marine water (if applicable) samples can be taken each day?**

<b>9 groundwaters can be monitored in a day, 10 surface waters can be done day and 4 leachates can be done in a day</b>

**Q12 Do you use the gas on site for electricity generation?**

Yes	No
-----	----

**Name of Authority/Council:**

Liverpool City Council

**Q1 Do you have a landfill site that is currently in use or has been capped?**

✓	No
---	----

**Q2 How many acres does your landfill site occupy?**

<b>Approx 3 acres</b>

**Q3 Where is the landfill situated?**

*Please tick*

- a: Rural
- b: Quarry
- c: Shore
- d: Other (Please Specify\*)

*
---

**Q4 How do you monitor the landfill site?**

*Please tick*

- a: Council Monitoring Staff
- b: Outsourced agency/contractors
- c: Other (Please Specify\*)

*
---

**Q5 Please list the job titles, grade/salary and number of staff employed or contractors in your monitoring regime.**

No# of staff /contractors	Job title	Grade/Salary
<b>Approx 6</b>	<b>Landfill design consultant to monitoring technician</b>	<b>Don't know</b>

**Q6 Could you provide copies of relevant JD's**

Yes	√
-----	---

**Q7 Please identify what you monitor on the landfill site.**

*Please tick*

a: Gas	√
b: Lechate	√
c: Ground Water	√
d: Surface Water	
e: Marine Water ( <i>if applicable</i> )	

**Q8 How many gas wells do you monitor and how often are they monitored? E.g. once per week, once per month, quarterly etc.**

<b>Up to 600 once a week</b>

**Q9 How many gas wells can be monitored each day?**

<b>unknown</b>

**Q10 At how many locations are the leachate, ground water, surface water and marine water (*if applicable*) monitored and how often?**

<b>All bh's installed</b>

**Q11 How many leachate, ground water, surface water and marine water (*if applicable*) samples can be taken each day?**

<b>Once a week</b>

**Q12 Do you use the gas on site for electricity generation?**

Yes	No√
-----	-----

**Name of Authority/Council:**

**Q1 Do you have a landfill site that is currently in use or has been capped?**

Yes	<input type="checkbox"/>
-----	--------------------------

**Q2 How many acres does your landfill site occupy?**

There are 5 sites, 30+ years closed, of varying size within the city boundary. Acreage not known.

**Q3 Where is the landfill situated?**

*Please tick*

- a: Rural
- b: Quarry
- c: Shore
- d: Other (Please Specify\*)

*Urban
--------

**Q4 How do you monitor the landfill site?**

*Please tick*

- a: Council Monitoring Staff
- b: Outsourced agency/contractors
- c: Other (Please Specify\*)

*
---

**Q5 Please list the job titles, grade/salary and number of staff employed or contractors in your monitoring regime.**

No# of staff /contractors	Job title	Grade/Salary
2	S02	2500
2	Grade 6	2100

**Q6 Could you provide copies of relevant JD's**

	No
--	----

**Q7 Please identify what you monitor on the landfill site.**

*Please tick*

a: Gas	v
b: Lechate	
c: Ground Water	
d: Surface Water	
e: Marine Water <i>(if applicable)</i>	

**Q8 How many gas wells do you monitor and how often are they monitored? E.g. once per week, once per month, quarterly etc.**

<b>5 x sites, approx 60 wells total, monitored quarterly</b>

**Q9 How many gas wells can be monitored each day?**

<b>30 (could monitor more but wells are hard to find – flush with ground, often in overgrown areas)</b>

**Q10 At how many locations are the leachate, ground water, surface water and marine water *(if applicable)* monitored and how often?**

<b>na</b>

**Q11 How many leachate, ground water, surface water and marine water *(if applicable)* samples can be taken each day?**

<b>na</b>

**Q12 Do you use the gas on site for electricity generation?**

	No
--	----

**Response from East Riding**

From: Jonathan.Tait@eastriding.gov.uk

Sent: 19 September 2008 12:35

To: Tom McIlvenny

Subject: Re: Landfill Questionnaire

Dear Mr McIlvenny

Further to your email and contaminated land questionnaire. Having reviewed the questionnaire I feel that we are unable to assist you on this occasion as the Council does not currently have a landfill in the process of being capped. The Environmental Control team that deals with Part IIA Environmental Protection Act (contaminated land) for the Council only really deals with closed landfills and not those which are still under licence and need to be capped at the end of their life. The Environment Agency is the body that regulates open landfills and issues licences for them to operate which includes the measures taken at the end of their operational life, e.g. capping.

However, I can give you some information regarding the set up of the team that does deal with Part IIA Environmental Protection Act.

The team is led by a Senior Environmental Control Officer (scp42 = £34,140 pay award pending). Then there are three Specialist Environmental Control Officers (scp35 = £28,172 pay award pending)

We deal with approximately 11,500 sites of potentially contaminated land. Of that 11,500 approximately 360 are closed landfill sites where we know or have strong suspicions that waste was filled at the site. A further approx 2,500 sites are possible landfills such as old chalk pits, old sand pits etc where no hole in the ground remains, suggesting landfilling at some point.

When a site investigation is commenced on a former landfill as part of the duties under Part IIA Environmental Protection Act a desk top study is undertaken to determine what pollution pathways might exist. This study lays out the direction the sampling will take. It



is common for the team to take soil and gas samples at a site and also surface water where it exists. However, if complex geotechnical operations are required then the Council will call in the services of a consultant, going out to tender where appropriate.

I hope this information helps you. Should you require any further information then please contact me.

Kind regards

Jon

Jon Tait    BSc(Hons), MEnvSc, CEnv

Environmental Control Officer  
Public Protection Division  
East Riding of Yorkshire Council  
Church Street  
Goole, DN14 5BG  
Tel. 01482 396207  
Fax. 01482 396104

<http://www.pollution.eastriding.gov.uk>



**Belfast City Council**

<b>Report to:</b>	Health and Environmental Services Committee
<b>Subject:</b>	<b>George Best Belfast City Airport Forum</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	Mrs Suzanne Wylie, Head of Environmental Health, ext. 3281
<b>Contact Officer:</b>	Mrs Siobhan Toland, Environmental Protection, ext. 3312

**Relevant Background Information**

The George Best Belfast City Airport is an important asset which is vital to the continued development of the City. In 2007, a total of 2,177,544 passengers passed through it, bringing many business opportunities and contributing significantly to the increased number of tourists visiting Belfast. However, it also has to be recognised that a city airport such as this has to be well managed to mitigate the potential impact it can have in terms of noise, air pollution and public safety.

The Airport has an established Airport Forum (in operation since 1993) which includes representation from communities as well as both officer and Member representation from Belfast City Council and North Down Borough Council. The Member nomination to this Forum has in the past been made by the Health and Environmental Services Committee and is currently Councillor Robin Newton. An officer from the Environmental Health Service, Siobhan Toland is currently the Council observer nominee on the Forum. The Forum comprises representatives from local authorities; residents groups; the NI General Consumer Council; the Department for Regional Development; airlines and other groups.

In answer to a query raised by this Committee at the October meeting during discussion of a request from the Forum to increase the Council's representation, the following additional information is provided. The Forum's constitution requires that the Chairman and Deputy Chairman are independent. Independent in the context of the Forum means that they are not members of any organisation associated with the Forum. The appointments are fixed terms as detailed in the constitution (Appendix 2).

The posts of Chairman and Deputy Chairman are not publicly advertised. In the event of the post of Chairman or Deputy Chairman of the Forum being vacant, the Secretary shall ask Forum Committee Members to nominate an independent person who would have agreed to allow their name to be submitted. The nominees must:

- Have previous experience of Membership or Chairmanship of public bodies, and the ability to communicate successfully at all levels;
- Have an awareness of matters relating to the economic importance to Northern Ireland, and the environmental aspects, of air transport;
- Have a public profile within N. Ireland which attracts a high level of respect and support across the community.

Where there is more than one nomination, the Forum Committee would elect a Chairman or Deputy Chairman from those nominated. In the event of a large number of nominations being received, the Forum Committee may appoint an Appointment Sub Committee to draw up a shortlist of names to be put to the Forum Committee for election. This has now been written into the revised draft constitution as of a meeting of the Forum review group on 16 October 2008. An extract of this section is included as Appendix 3.

The aim of the Forum is to facilitate consultation on all issues relating to the development and operation of the airport, including noise complaints and airport performance. Recent developments in the Forum have led to the creation of 3 Sub Groups:

Environmental & Technical Group  
Economic & Services Development Group  
Airport Development Group

Members will also be aware of the Examination in Public (EIP) in June 2006 and the suggested outcomes which has led to a review of the Planning Agreement. The Council's response to the draft Planning Agreement was agreed by Committee in June 2008 and a report on the recently issued final revised Agreement is also included on the agenda for your meeting.

The findings of the EIP also supported the need for a stronger relationship with, and enhanced role for, Belfast and North Down Councils, for example with an increased role in scrutiny over the noise management systems and increased membership on the Airport Forum.

In addition the Forum review group at its meeting on 16 October has agreed that the community representation is changed to 1 group from south Belfast, 3 from east Belfast and 3 from North Down. This reduces the representation from south Belfast and increases the North Down representation quota. This has been agreed with the Community groups who were present at the meeting and have fully agreed to this change. There is potential to have this quota reviewed from time to time. A new form of words was added into the constitution to reflect this, i.e: 'Membership of the Forum Committee may be reviewed from time to time. Such a review would be instigated by request from Forum Committee members securing a majority of the Committee. The review [would] be carried out by the

Forum Committee or a Sub Committee appointed by the Forum Committee. Where the review is carried out by a Sub Committee, the recommendations of the Sub Committee shall be put to the Forum Committee for approval'.

### **Key Issues**

The EIP recommendations for revised arrangements for the Airport Forum led to a review of the make up of the Forum and its terms of reference and this was carried out by a sub-group earlier this year. Siobhan Toland was part of the subgroup. It reported its findings to the full Forum on the 30 April 2008. As a result the Forum Chairman, Alan Crowe, has now formally written to the Council's Chief Executive asking for nominations of 2 members and 2 officers onto the revised Forum, now termed the 'George Best Belfast City Airport Forum' (GBBCAF) (see Appendix 1).

The review recommends that each Council, Belfast and North Down, has increased representation comprising 2 elected members of the Council and 2 officer observers (one from the Environmental Health Service and one from the Development Department). See attached Forum Constitution in Appendix 2.

This report seeks the nomination of a Member from the Health and Environmental Services Committee to the Forum. A similar report will also be taken to the Development Committee later this month requesting the nomination of a second Member. The Chief Officers' Management Team recommended that both the Health and Environmental Services Department and the Development Department should nominate an officer observer. The Health and Environmental Services Department is recommending that the Environmental Health Manager (Environmental Protection) is nominated.

### **Environmental Implications**

A stronger, more comprehensive relationship should ensure that future developments consider sustainability and incorporate appropriate environmental controls in a way that sustains quality environments and has a positive effect on the local community.

### **Resource Implications**

An extended relationship between the Council and the Airport will have some implications in terms of both staff and Member time. A separate report is being brought forward on the new Planning Agreement.

### **Recommendations**

The Committee is asked to agree to:

- Support increased representation on the George Best Belfast City Airport Forum;
- Nominate a Member to sit on the Forum;
- Nominate the Environmental Health Manager (Environmental Protection) as an officer observer to the Forum

<b>Key to Abbreviations</b>
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EIP- Examination in Public
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<b>Documents Attached</b>
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Appendix 1: Letter from Chairman of Forum, Alan Crowe, to the Council's Chief Executive.
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Appendix 2: Belfast City Airport Forum Constitution 2008
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Appendix 3: Extract from the Constitution on the Election of Chairman and Deputy Chairman.
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APPENDIX 118<sup>th</sup> September 2008

*George Best*  
**BELFAST  
 CITY AIRPORT**

Mr. Peter McNaney  
 Chief Executive  
 Belfast City Council  
 Adelaide Exchange  
 24-26 Adelaide Street  
 Belfast  
 BT2 8GD

CHIEF EXECUTIVES OFFICE			
<del>EX</del>	IMPR	BSM	CMS
RMU	C.CORP	CRU	P&L
18 SEP 2008			
OTHER	DE	LEGAL	CORP P&ES
REFERENCE	HN 25/09		

*Wfraney*

*MI*

Dear Mr. McNaney,

**George Best Belfast City Airport Forum**

You may be aware that the airport's consultative committee, the Airport Forum, has recently reviewed its membership and structure. I write now to inform you that the Forum has now agreed the new structures and that the resultant changes are now being implemented.

The key elements of the re-structuring have resulted in:

1. Belfast City and North Down Borough Councils being offered the opportunity to increase current representation on the Forum from 1 Member and 1 Observer.  
 It would be the wish of the Forum that Belfast City Council appoint 2 elected Members to be Members of the Forum and 2 Officers to be Observers. Ideally, the Forum would wish that one of the Council appointed Officers would have an environmental background and the other an involvement in economic development.
2. An opportunity for a wider range of community groups to have their voice heard through the establishment of area representatives.
3. The business and commercial sector being invited to appoint representatives to the Forum.

It is therefore my pleasure to invite Belfast City Council to nominate 2 elected Members and 2 Officers as Members and Observers respectively of the Airport Forum.

I would be grateful for confirmation that Belfast City Council is willing to take up the allocated positions on the Forum.

Please do not hesitate to contact Chris. Lundy, the Forum Secretary, or myself for any further information you may need at this point.

Yours sincerely,



Alan Crowe  
 Chairman of the Airport Forum

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## Appendix 2

### DRAFT

#### BELFAST CITY AIRPORT FORUM CONSTITUTION 2008

##### 1. Introduction

Airports play an important part in the economic and social life of the region they serve. However, like other modes of transport, aviation has an impact on the environment. It is therefore important that airport operators put in place mechanisms to consult with all those having an interest in matters concerning the airport.

Mindful of its responsibility to its neighbours and the environment, George Best Belfast City Airport Ltd. established the Belfast City Airport Forum [the Forum] for the discussion of those matters, concerning the operation of the Airport, that impact on the surrounding areas and the users of the airport. The first meeting of the Forum was held on 25th March 1993.

In 2003, the Department for Transport (DfT) issued new guidelines for the operation of airport consultative committees in Great Britain. The Department for Regional Development drew upon the work of the DfT and in 2006 issued guidelines for application to airport consultative committees in Northern Ireland. In the light of these guidelines, a review of the Forum was undertaken and completed in 2008.

##### 2. Purpose of Consultation

The purpose of consultation is to enable the airport operator to exchange information and ideas with bodies which have an interest in matters concerning the airport and to allow the views of interested parties to be raised and taken into account by the airport operator, with a genuine desire on all sides to resolve any issues that may emerge.

Consultation will take many forms but it is recognised that a consultative committee is one mechanism for effective consultation. However, consultation does not detract from or constraint the responsibility of the airport operator to manage the airport.

##### 3. Name and Purpose the George Best Belfast City Airport Forum

3.1 The consultative committee shall be called the George Best Belfast City Airport Forum, hereinafter referred to as the Forum.

3.2 It is the purpose of the Forum to provide facilities for consultation, as specified under Article 20(1) of the Airports (Northern Ireland) Order 1994, and required under the Airports (Designation) (Facilities for Consultation) Order (Northern Ireland) 1997.

3.3 The structure and operation of the Forum is in accordance with the "Guidelines for Airport Consultative Committees in Northern Ireland", issued by the DRD in April 2006.

4. Terms of Reference

The Forum, under Article 20 (2) of the Airports (Northern Ireland) Order 1994, may consider any matter concerning the management or administration of the airport, which affects the interests of organisations in Membership of, or having Observer status at, the Forum.

5. Membership of the Forum

5.1 The Airports (Northern Ireland) Order 1994, requires designated airports to provide adequate facilities for consultation with:

- (a) users of the airport;
- (b) the General Consumer Council for Northern Ireland;
- (c) a district council in whose district the airport or any part thereof is situated or whose district is in the locality of the airport; and
- (d) any other organisation representing the interests of persons concerned with the locality in which the airport is situated.

5.2 Through its Membership, the Forum will reflect the views and opinions of a broad range of those having an interest in the operation of the airport, while maintaining a manageable size to enable constructive and meaningful communication.

5.3 Any organisation representing those with an interest in the operation of the airport and meeting the eligibility requirements defined below may apply to become a Member of the Forum.

5.4 Regulatory bodies or other agencies involved in the governance of the airport shall have Observer status at the Forum.

6. Structure of the Forum

6.1 The business of the Forum shall be managed by the Forum Committee which may consider and discuss any item relevant to the airport.

6.2 The Forum Committee shall be as detailed in Appendix 1.

6.3 The Forum Committee shall establish such Sub Committees as it deems appropriate for the detailed discussion and scrutiny of reports relating to the airport and those issues of relevance to the airport referred to Sub Committees by the Forum Committee.

6.4 Forum Sub Committees shall be Chaired by members of the Forum Committee.

6.5 Sub Committees shall present reports of their meetings to the Forum Committee.

6.6 All Members and Observers of the Forum shall have the opportunity to sit on Sub Committees.

6.7 The Chairman, Deputy Chairman and Secretary of the Forum shall be ex officio members of all Sub Committees.

7. Eligibility

7.1 Officers The Chairman and Deputy Chairman shall be independent. Independent means they shall not be members of any organisation in membership of the Forum.

7.2 Local Authorities A local authority in whose district the airport or any part thereof is situated or whose district is in the locality of the airport shall be invited to join the Forum.

7.3 Community Groups Community groups having an interest in the airport may seek to become Members of the Forum provided that:

- a. It is a properly constituted group having a constitution and elected office bearers.
- b. A copy of the constitution is forwarded to the Forum Secretary.
- c. The group holds regular meetings and holds an Annual General Meeting.
- d. Minutes of the AGM are forwarded annually to the Forum Secretary.
- e. With the Minutes of the AGM, the group provides to the Forum Secretary the number of registered members in the group; the number in attendance at the AGM; the names and contact details of the office bearers of the group elected at the AGM, and the number of occasions the group has met during the previous year.
- f. The group nominates one of its members to represent it on Forum matters and provides details of the nomination process.

7.3.1 Community groups having Membership status of the Forum will be assigned to one of the following Community Areas:

- o East Belfast
- o South Belfast
- o North Down

7.3.2 Groups within a Community Area and having Membership of the Forum, shall select, agree upon and nominate persons from among the registered membership of the community groups to be Community Area representatives at the Forum.

**East Belfast may nominate up to 3 area representatives.**  
**South Belfast may nominate 1 area representative.**  
**North Down may nominate up to 3 area representatives.**

7.4 Other Interests Other interests and their representation at the Forum are illustrated in Appendix 1, namely:

- o The business and economic community.
- o George Best Belfast City Airport.
- o Airlines having an established base at the airport.
- o General Consumer Council for Northern Ireland.
- o Belfast Harbour Commissioners.
- o Ports & Public Transport Division, DRD.
- o Department of the Environment.

8. Tenure

- 8.1 Chairman: The term of office of the Chairman shall be 4 years. A review of the tenure shall be held after 3 years. The Chairman shall be eligible for re-appointment.
- 8.2 Deputy Chairman: The initial term of office of the Deputy Chairman shall be 2 years. A review of the tenure shall be held after 1 year. The Deputy Chairman shall be eligible for re-appointment. Subsequently, the term of office of the Deputy Chairman shall be 4 years. A review of the tenure shall be held after 3 years. The Deputy Chairman shall be eligible for re-appointment.
- 8.3 Other representatives: No maximum term of office is suggested for those representing organisations in membership of the Forum. It is a matter for those organisations to appoint those to represent them.
- 8.4 Review of Committee Membership of the Forum Committee may be reviewed from time to time. Such a review will be instigated by request from Forum Committee members securing a majority of the Committee. The review may be carried out by the Forum Committee or a Sub Committee appointed by the Forum Committee. Where the review is carried out by a Sub Committee, the recommendations of the Sub Committee shall be put to the Forum Committee for approval.

9. The Functioning of the Forum

- 9.1 Substitutes Organisations in membership of, or having observer status at, the Forum Committee may, in the event of a nominated representative being unable to attend a meeting, provide a substitute representative to attend.
- Given the detailed technical work of the Sub Committees, substitutes will only be permitted to attend meetings of the Sub Committees if they are knowledgeable of the matters under discussion.
- 9.2 Technical advisers The Forum Committee and its Sub Committees may on occasions make use of technical and expert advisers. Such advisers will normally work closely with relevant sub committees of the Forum and may from time to time attend meetings of the Forum Committee.
- Where it is agreed that such advisers may attend meetings of the Forum Committee, they shall only have the right to speak in relation to the matter for which they have been invited to address.
- 9.3 Forum costs Where cost is liable to be incurred through the use of technical experts or advisers, prior approval must be obtained from GBBCA. The airport retains the right to withhold approval for expenditure which is considered to be of limited cost benefit.

9.4 Visitors Visitors and additional representatives will not normally be permitted to attend meetings of the Forum Committee but may attend meetings of the Sub Committees with the permission of the Chairman of the Sub Committee.

9.4.1 Visitors and additional representatives will only be permitted to attend meetings of the Forum Committee where:

- The matter under discussion has been previously discussed by a Sub Committee and the Sub Committee agrees that the visitor / additional representative will contribute some additional insight to discussions.
- No more than 2 visitors / additional representatives attend any meeting.
- Speaking rights for visitors / additional representatives will be limited to those matters for which they have been granted permission to attend.

A List of those organisations currently in Membership of the Forum is included in Appendix 1 of this Constitution.

#### 9.5 Position Papers

On being granted membership of the Forum, each member organisation shall prepare a Position Paper outlining the policy and objectives of the organisation in relation to the Airport.

#### 9.6 Code of Conduct

Discussions within the Forum Committee and Sub Committees shall be conducted in a constructive and dignified manner, and those conveying the business of the Forum Committee and Sub Committees to their organisations and the wider public shall reflect the broad nature of Forum business.

### 10. Voting

10.1 As the purpose of the Forum is for consultation and the exchange of views, voting on the matters discussed will not normally take place. Discussions will normally conclude with the Forum reaching a consensus view or recording differences of opinion.

10.2 Where a vote is taken, each Member representative shall have one vote. Observers, and those 'In Attendance' shall not be eligible to vote.

10.3 Where there is an election for the posts of Chairman or Deputy Chairman, it shall be by secret ballot. All other votes may be by secret ballot or 'show of hands', as agreed by those present and eligible to vote.

10.4 Motions will be carried by the majority of those present and eligible to vote.

11. Communication with Members

- 11.1 It shall be the responsibility of Member and Observer organisations to provide the Secretary with the name; mailing address; telephone number and where possible, e-mail address of nominated representatives and to inform the Secretary, at least 21 days prior to the next meeting, of all changes and amendments.
- 11.2 Members wishing to bring forward items for inclusion on the Agenda may do so by informing the Secretary in writing, at least 21 days prior to the meeting. The Chairman shall approve the Agenda.
- 11.3 Papers for meetings will be forwarded by post to the persons, and at the addresses, advised to the Secretary by member organisations. In the event of either a Member or Observer being replaced by a Substitute, it will be the responsibility of the Member or Observer to pass to the Substitute all papers relating to the meeting, as circulated by the Secretary.
- 11.4 The Agenda, Minutes and all relevant documents will be circulated by the Secretary to Members and Observers at least 10 days prior to a meeting.
- 11.5 It shall be the responsibility of the Secretary to circulate draft Minutes of meetings to Members as soon as is practical after the meeting.
- 11.6 It shall be the responsibility of the Members in attendance at meetings to communicate the discussions of the Forum to the bodies they represent, except where the Forum agrees that discussions are in confidence.

12. Minutes

- 12.1 Minutes of each meeting shall be recorded, and presented to members at the subsequent meeting for ratification as a full and accurate account of proceedings.
- 12.2 Minutes of meetings shall be circulated to each organisation and group in membership of the Forum.
- 12.3 It is the responsibility of each person in receipt of minutes to ensure the content of the minutes is communicated to the members of their organisation.

13. Officers of the Forum

- 13.1 Chairman      The Forum shall be Chaired by an independent person, not being a member of any organisation represented at the Forum as a Member or Observer.
- 13.2 Deputy Chairman      There may be a Deputy Chairman, being an independent person not in membership of any organisation represented at the Forum as a Member or Observer. The Deputy Chairman shall:
- (a) In the absence of the Chairman, Chair meetings of the Forum and represent the Forum as necessary.
  - (b) Carry out such other functions as the Forum may deem appropriate.

- 13.3 Acting Chairman In the event that both the Chairman and Deputy Chairman are unable to attend a meeting of the Forum, those present at the meeting may elect from among the Members and Observers present, an Acting Chairman who shall conduct the business of the meeting. The nominee attracting the higher or highest number of votes cast by those present and eligible to vote shall serve as Acting Chairman for only the duration of the meeting.
- 13.4 Secretary The Secretary and administrative support for the Forum will be provided by the Airport. The Secretary may appoint a Technical Advisor and any other competent persons to assist the Forum. Such persons shall be 'In Attendance' at meetings of the Forum.

A List of current Officers is included in Appendix 2 of this Constitution.

14. Appointment of Officers

- 14.1 In the event of the Chair or Deputy Chair of the Forum being vacant, the Secretary shall ask Forum Committee Members to nominate independent persons who have agreed to allow their names to be submitted. The Forum Committee shall be invited to elect a Chairman or Deputy Chairman from those so nominated. In the event of a large number of nominations being received, the Forum Committee may appoint an Appointment Sub Committee to draw up a shortlist of names to be put to the Forum Committee for election.
- 14.2 Notice of the election, together with the name(s) of those being submitted for election, shall be circulated to Members of the Forum Committee at least 21 days before the date of the meeting at which the election shall take place. In the event of this meeting having no Chairman, the Forum Committee shall elect an Acting Chairman for the sole purpose of conducting the election.
- 14.3 The nominee for post of Chairman securing the highest number of votes cast by those present and eligible to vote, shall be elected Chairman.

15. Quorum of Meetings

- 15.1 A quorum of the Forum Committee will be a minimum of 5 Members, other than Observers or those In Attendance.
- 15.2 Forum Sub Committees will determine an appropriate quorum for their sub committee.

16. Frequency of Meetings

The Forum Committee shall meet three times each year in February, June and November, or at other frequencies and intervals agreed by the Forum Committee.

17. Venue of Meetings

Unless otherwise agreed by members, George Best Belfast City Airport will provide adequate facilities for meetings of the Forum.

18. Public Communications

- 18.1 The public and press shall not be admitted to meetings of the Forum Committee or Sub Committees.
- 18.2 It shall be the responsibility of the Members in attendance at meetings to communicate the discussions of the Forum to the bodies they represent, except where the Forum agrees that discussions are in confidence. [See Paragraph 11.6 above].
- 18.3 From time to time the Forum Committee may choose to release a statement to the press. The content of such Press Releases shall reflect the consensus view of the Forum Committee.
- 18.4 The structure and activities of the Forum shall be communicated to the public through a Forum web page within the GBBCA website. The content of the webpage shall be agreed by the Forum Committee.



## APPENDIX 1

**The Forum Committee**

<b>Member Body</b>	<b>Member</b>	<b>Observer</b>
Chairman	1	
Deputy Chairman	1	

<b>Local Authorities</b>		
Belfast City Council	2 elected members of the Council.	1 Environmental Officer 1 Economic Development Officer
North Down Borough Council	2 elected members of the Council.	1 Environmental Officer 1 Economic Development Officer

<b>Community Area Representatives</b>		
East Belfast Community Area	3	
South Belfast Community Area	1	
North Down Community Area	3	

<b>Business / Economic Interests</b>		
Organisations reflecting the interests of the business community.	3	

<b>Aviation Interests</b>		
George Best Belfast City Airport	1	
Bmi	1	
Flybe	1	
Ryanair	1	

<b>Other Interests</b>		
Belfast Harbour Commissioners	1	
General Consumer Council for NI	1	

<b>Observers</b>		
Department for Regional Development		Up to 2 Observers
Department of the Environment		Up to 2 Observers

<b>Secretariat and Support</b>	
Secretary (GBBCA)	1 Attendee
Technical Support (GBBCA)	1 or more Attendees as required

**APPENDIX 2**

## Officers of the Forum

CHAIRMAN \_\_\_\_\_

DEPUTY CHAIRMAN \_\_\_\_\_

SECRETARY \_\_\_\_\_

The following will normally attend meetings of the Forum:

Technical Advisor                      Mr. Alan Young, Air Traffic Services Manager

Correspondence for the Forum should be addressed to either the Chairman or Secretary,

Belfast City Airport Forum  
c/o Belfast City Airport  
Sydenham By Pass  
Belfast BT3 9JH

Telephone: 028 9093 9093

Fax: 028 9093 9094

e-mail: [chris.lundy@belfastcityairport.com](mailto:chris.lundy@belfastcityairport.com)

APPENDIX 3

**Criteria for the Chairman and Deputy Chairman**

Those nominated for consideration for the post of Chairman or Deputy Chairman shall:

1. Be independent of those organisations in Membership of, or having Observer status at, the GBBCA Forum.
2. Have previous experience of Membership or Chairmanship of public bodies, and the ability to communicate successfully at all levels.
3. Have an awareness of matters relating to the economic importance to Northern Ireland, and the environmental aspects, of air transport.
4. Have a public profile within N. Ireland which attracts a high level of respect and support across the community.
5. Have given their consent to their names going forward for consideration by the Forum Committee.

Section 14 of this Constitution provides the framework for the election of Officers.

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**ELECTION of CHAIRMAN and DEPUTY CHAIRMAN**

In identifying a list of names from which Members of the Forum Committee may elect a Chairman or Deputy Chairman, the Secretary shall consider the following points. The persons nominated shall:

1. Be independent of those organisations in Membership of, or having Observer status at, the GBBCA Forum.
2. Have previous experience of Membership or Chairmanship of public bodies, and the ability to communicate successfully at all levels.
3. Have an awareness of matters relating to the economic importance to Northern Ireland, and the environmental aspects, of air transport.
4. Have a public profile within N. Ireland which attracts a high level of respect and support across the community.
5. Have given their consent to their names going forward for consideration by the Forum Committee.

In seeking names for consideration, the Secretary may consult with those individuals and organisations as seem appropriate. On the basis of this consultation, and the guidelines above, the Secretary shall submit a name or names to the Forum Committee.





**Belfast City Council**

<b>Report to:</b>	Health and Environmental Services Committee
<b>Subject:</b>	<b>George Best Belfast City Airport - Council Response to Planning Agreement</b>
<b>Date:</b>	5 <sup>th</sup> November, 2008
<b>Reporting Officer:</b>	Suzanne Wylie, Head of Environmental Health, ext 3281
<b>Contact Officer:</b>	Siobhan Toland, Environmental Health Manager (Environmental Protection), ext 3312

**Relevant Background Information**

The Committee will be aware through previous reports (January 2005, May 2006, February 2007, April 2008 and June 2008) of the review of the Planning Agreement at the George Best Belfast City Airport (GBBCA) and the evidence presented at the Examination in Public (EIP) in June 2006. The Department of the Environment's Planning Service has now concluded its review of the current Planning Agreement and has written to the Council's Chief Executive on 17h October 2008 stating that it has now 'agreed and executed a modified Planning Agreement' (PA). Copies of this letter, the Planning Agreement and the Explanatory Document are attached in Appendix 1.

The Council's response to the consultation on the draft Planning Agreement submitted in July 2008 is also attached in Appendix 2. The previous Planning Agreement (which came into effect in 1997) is also attached in Appendix 3.

The Planning Service states in its correspondence that 'in reaching a decision on the modified agreement careful consideration was given to the comments received throughout the review process and those submitted in response to the consultation'.

Whilst some of the comments made by Belfast City Council appear to have been taken on board, it is proposed that the Council should seek further clarification from the Planning Service on a number of points raised in the Council's response but not addressed in the final Agreement.

**Key Issues**

Summarised below are the main aspects of the final Planning Agreement, dated 14<sup>th</sup> October 2008 and, for comparison, the principal recommendations made by the Examination in Public Panel:

## **1. New Planning Agreement 2008**

### **Seats for Sale**

Operators using the airport are not permitted to offer for sale on scheduled flights more than 2 million seats from the Aerodrome in any 12-month period.

### **Operating hours – the following definitions apply:**

Permitted hours:	6.30am-9.30pm local time
Prohibited hours:	9.31pm-6.29am local time
Extended hours:	9.31pm-11:59pm local time

Note: extended hours are only to be used in exceptional circumstances for delayed aircraft. However, no restriction shall apply to diverted aircraft at any time.

### **Aircraft Movements:**

No more than 48,000 Air Traffic Movements in any 12-month period are permitted.

### **Noise Contour Monitoring**

The Company shall maintain a noise control monitoring system. This is to include the generation of annual noise contours from data relating to air transport movements during a specified 3 month period (with an indicative control contour being agreed between the Company and the Department of the Environment in line with the recommendations of the EIP). Annual noise contours will be produced at 57, 60 and 63 dBA Leq (16 hrs).

### **Noise Monitoring**

The Company shall install and operate an integrated noise and track keeping system as quickly as reasonably possible and in any event by 31<sup>st</sup> December 2008.

### **Approaches**

To maintain a bias in favour of approaches and climb-outs by aircraft over Belfast Lough. To use all reasonable endeavours to maximise the use by aircraft of approaches and climb-outs over Belfast Lough.

## **2. Principal Recommendations of Examination in Public Panel 2006, of significance to BCC**

### **Operating hours**

The Panel's report recommended that:

- The operating hours should remain as they are for the time being;
- A community charge be levied in respect of all post 9.30pm delayed flights and that this should be paid into a Community Fund which could be used to fund local community projects aimed at enhancing the natural and built environment in the area affected by the airport, including the provision of recreational, leisure and educational facilities. An enhanced role was suggested for Belfast and North Down Councils in terms of the management and administration of the fund and in monitoring the post 9.30pm delays.

### **Airport Forum**

Revised arrangements were suggested for the Airport Forum with an increased role for both North Down Borough and Belfast City Councils. Revisions have now been made and are included in a separate report.



**Air Transport Movements (ATMs)**

The Panel recommended that the restriction on Aircraft Movements should not be amended but the definition of Air Transport Movements should be clarified, to include all operations at the airport (except diverted aircraft) including both landing and take-off.

**Noise**

The report recommended appropriate noise monitoring systems should be introduced, noise levels should be monitored over a wider area and the airport operator should install and operate an integrated noise and track-keeping system as soon as possible. An enhanced role was suggested for Belfast and North Down Councils in terms of the scrutiny role over the noise management systems.

**Seats for Sale**

The limit relating to seats for sale should be increased from 1.5 million to 2.0 million provided a proper forecasting and scrutiny system is set up and the airport operator commits to installing a noise monitoring and track-keeping system.

**Approaches**

The report recommended that a bias in favour of approaches and climb outs over Belfast Lough should remain as it is for the time being pending further discussions.

The publication of the findings of the Examination in Public Panel were broadly in accordance with the views of the Council as presented at the Examination in Public. However, the final Planning Agreement does not fully reflect all the EIP recommendations.

**3. Summary of BCC Response to Consultation July 2008**

The detailed response made in July 2008 is given in Appendix 2. In summary, this response suggested the following (comments in brackets reflect the difference between what BCC recommended and what is reflected in the final PA):

- I. ATM's should be retained at their current limit of 45,000 in any 12 months (not reflected in final PA as ATMs raised to 48,000);
- II. The seats for sale should only increase to 2m provided a scrutiny and monitoring process is clearly defined within the planning agreement (the scrutiny and monitoring process is not defined in the final agreement);
- III. The obligation relating to a bias of flights over the Lough for both approaches and landings and take-offs and climb outs from the airport should be strengthened further (this is now reflected in the final PA);
- IV. The restrictions relating to hours of operation can be supported if the scrutiny and management roles are clearly defined within the planning agreement (reflected to some extent however the concern remains over the management and scrutiny of noise monitoring which is still not addressed);
- V. The Council supports the Noise Contour monitoring as defined in Part 4 of the new Planning Agreement however it would again reiterate the need to have an appropriate scrutiny and management process clearly defined within this new Planning Agreement (this is not referred to either in the final PA or the explanatory document).
- VI. In the draft planning agreement the issue of a community fund was considered to be outside its scope (the Council made the comment that it supported the EIP recommendation that an independent monitoring process is agreed with relevant parties and is written into the new Planning Agreement).

It is on points i, ii, iv, v and vi that the Council should seek additional clarification from the Planning Service.

**Resource Implications**

The Council was cited in the EIP recommendations as having a role in evaluating and auditing both the noise monitoring systems and the administration of the community fund (although the latter is not included in the final Planning Agreement). The suggested response does not argue that either role should be a responsibility of the Council. If the Council were expected to undertake additional duties, this would have resource implications and a source of funding to support such an enhanced regulatory role would need to be forthcoming. The documentation suggests that the DRD Airports Division already has a regulatory role as does the Planning Service in terms of monitoring compliance with this Planning Agreement and it is suggested that one of these bodies would be best placed to perform these additional functions.

**Recommendations**

It is recommended that:

- The Committee responds to the final planning agreement by seeking clarification from the Planning Service on how the points listed above and in the Council response of July 2008 were taken into account;
- The Committee draws the attention of the Planning Service particularly to its concerns regarding noise monitoring and asks why the issue of an appropriate scrutiny and management process has not been clearly defined within either the Planning Agreement or the accompanying Explanatory Document;
- The Committee again draws the Planning Service's attention to the recommendations within the EIP relating to changes that should be effected within this revised Planning Agreement, and in particular that the independent panel advised that as all of the issues raised were interdependent they should be adopted in their entirety (Paragraph 2.2.2 and 7.1.1 EIP June 2006). It is also recommended that attention should be drawn to the recommendations of the EIP in respect of a levy against late night flights and the administration of a potential community fund.

**Key to Abbreviations**

George Best Belfast City Airport (GBBCA)  
 Examination in Public (EIP June 2006).  
 Planning Agreement (PA)  
 Airport Operating System (AOS)  
 Air Transport Movements (ATMs)  
 Department of Regional Development (DRD)

**Documents Attached**

Appendix 1 – Letter to Chief Executive from Planning Service, 17 October 2008, planning document and explanatory document  
 Appendix 2- BCC Response to draft Planning Agreement, July 2008  
 Appendix 3- Previous Planning Agreement, 22 January 1997

Members Library- Copies of the Examination in Public Final report August 2006, and BCC Submission of Evidence at EIP Hearing June 2006.



Mr Peter McNaney  
Chief Executive  
Belfast City Council  
City Hall  
BELFAST  
BT1 5GS

Chief Executive's Office

Millennium House  
17 - 25 Great Victoria Street  
Belfast  
BT2 7BN

CHIEF EXECUTIVES OFFICE			
CX	IMPR	BSM	CMS
RMU	C.COMM	GRU	P&L
20 OCT 2008			
OTHER	DEVEL.	LEGAL	CORP H&ES
REFERENCE	HCN92/10		

*copy 20/10/08*

17 October 2008  
☎ 9025 6533

*Dear Peter,*

As you know, a review of the 1997 Planning Agreement between the Department of the Environment and the George Best Belfast City Airport has been taking place.

That review is now complete and the Department has agreed and executed a modified Planning Agreement. A copy is enclosed for your information.

In reaching a decision on the modified Agreement careful consideration was given to the comments received throughout the review process and to those submitted in response to the draft Planning Agreement which was issued for consultation on 22 May 2008.

May I take this opportunity to thank you for your participation throughout what has been a lengthy but necessary process.

*Yours sincerely,*

*Cynthia Smith*

CYNTHIA SMITH  
Chief Executive

HEALTH AND ENVIRONMENTAL SERVICES DEPARTMENT			
<i>[Signature]</i>	21 OCT 2008		BSM
DHES			
HCS	HBC	HEH	HWM
Reference: <i>WR 27/10</i>			

*Suzanne*  
*This will need to be reported to Committee. Can you also liaise with Peter Boyd (as to) his interest*



Dated the 14 day of OCTOBER 2008

Belfast City Airport Limited

and

The Department of the Environment

**AGREEMENT PURSUANT  
TO ARTICLE 40(A) (1) (a)  
PLANNING (NORTHERN IRELAND) ORDER 1991**

O. Paulin  
Solicitor  
Department of Finance and Personnel  
Victoria Hall  
12 May Street  
Belfast BT1 4NL

**THE PLANNING (NORTHERN IRELAND) ORDER 1991  
AGREEMENT PURSUANT TO ARTICLE 40(A)(1)(a)**

THIS DEED is made the 14 day of OCTOBER 2008 between

- (1) BELFAST CITY AIRPORT LIMITED having its registered office at Sydenham Bypass, Belfast BT3 9JH Company No NI 16363 ('the Company') and
- (2) DEPARTMENT OF THE ENVIRONMENT of Clarence Court, Adelaide Street, Belfast ('the Department')

**WHEREAS:**

1. The Company, Short Brothers plc and the Department entered into an agreement pursuant to Article 40 of the Planning (Northern Ireland) Order 1991 on 22 January 1997 ('the 1997 Planning Agreement')
2. By virtue of a Deed of Surrender dated 3 August 2001 Short Brothers plc surrendered its interest in the Aerodrome
3. The Company is now the holder of a leasehold estate in the Aerodrome of which not less than 106 years of term remain unexpired under lease dated 3 August 2001 and 16 May 2006 respectively
4. The Department is the planning authority by which the covenants contained in this Agreement are enforceable
5. The Department appointed a panel to conduct an independent Examination in Public of the key issues relating to the 1997 Planning Agreement ('the EiP Panel') which reported on 31 August 2006
6. The Department has considered the report of the EiP Panel and all other material considerations
7. The Company has established a forecasting and scrutiny system in relation to aircraft and passenger numbers
8. The Company has appointed a contractor to install a noise and track keeping system
9. The Company has agreed to make payments into a community fund in respect of the use of the Aerodrome by Delayed Aircraft

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. This Agreement is made pursuant to Article 40(A)(1)(a) of the Planning Order and modifies the 1997 Planning Agreement. The 1997 Planning Agreement shall remain

fully effective save as modified by this Agreement and the terms of the 1997 Planning Agreement shall have effect as through the provisions contained in this Agreement had been contained in the 1997 Planning Agreement with effect from the date hereof

2. Interpretation

2.1 In this Agreement the following expressions shall have the following meanings:-

2.1.1. 'the Aerodrome' means George Best Belfast City Airport, Airport Road, Belfast shown edged red, for the purposes of identification only, on the Plan attached

2.1.2. 'the Company', and 'the Department' shall include their successors in title and assigns

2.1.3. 'person' means a natural person or any corporation or any public local or municipal authority or government department in the United Kingdom or elsewhere or other entity which is given or recognised as having legal personality by the law of any country or territory

2.1.4. 'the Planning Order' means the Planning (Northern Ireland) Order 1991 as amended

2.2. Words importing the singular shall be construed as importing the plural and vice versa

2.3. Any references to a statute or statutes (whether specifically named or not) or to any sections or sub-section therein shall include any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given thereunder or deriving validity therefrom

2.4. The titles or headings appearing in this Agreement are for reference only and shall not affect its construction or interpretation

MODIFICATION

3. From and including the date hereof the 1997 Planning Agreement shall be modified in the following manner:-

- 3.1 The reference to 'The Department' in Clause 5.4 of the 1997 Planning Agreement will be deleted and replaced with 'The Department for Regional Development'
- 3.2 The Third Schedule of the 1997 Agreement shall be deleted and replaced with the First Schedule hereto

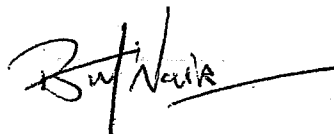
OTHER PROVISIONS

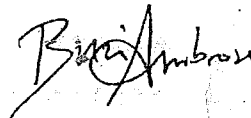
4. Service of Notices

- 4.1 Any Notice required to be served under this Agreement shall be sufficiently authenticated:-
  - 4.1.1 on behalf of a party hereto which is a body corporate by its secretary or any director or its solicitor or surveyor for the time being
  - 4.1.2 on behalf of an individual by himself or herself or his or her agent for the time being
- 4.2 Any notice shall be sufficiently served on either party if addressed to that party and left at or sent by post or facsimile transmission at the address of that party
- 4.3 Any notice sent by post shall be deemed to be given 24 hours after the time of posting

IN WITNESS WHEREOF this Agreement has been executed on behalf of the parties hereto the day and year first herein written

PRESENT when the Common  
Seal of BELFAST CITY AIRPORT  
LIMITED was affixed hereto:-

  
COMPANY SECRETARY

  
DIRECTOR

The Official Seal of the DEPARTMENT  
OF THE ENVIRONMENT FOR  
NORTHERN IRELAND was affixed  
hereto in the presence of:-

*Cynthia Smith*  
Chief Executive



FIRST SCHEDULE

Planning Covenants

PART I

DEFINITIONS and interpretation

In this Schedule:

1. 'Permitted Hours' means between the hours of 6.30 am and 9.30 pm local time
2. 'Prohibited Hours' means between the hours of 9.31pm and 6.29 am local time
3. 'Extended Hours' means between the hours of 9.31 pm and 11.59 pm local time
4. 'Diverted Aircraft' means aircraft diverted to the Aerodrome for any reason whatsoever from any airport
5. 'Air Traffic movements' mean landings or take-offs of all aircraft (except Diverted Aircraft) at the Aerodrome
6. 'Scheduled Flight' means Air Traffic movements programmed to use the Aerodrome
7. 'Scheduled Aircraft' means aircraft on Scheduled Flights
8. 'Delayed Aircraft' means Scheduled Aircraft which have been delayed for any reason whatsoever
9. 'Operator' means a person who at the relevant time has the management of one or more aircraft

PART II

The Restrictions

1. Hours
  - 1.1. No Scheduled Aircraft except Delayed Aircraft shall use the Aerodrome during Prohibited Hours
  - 1.2. No Delayed Aircraft shall use the Aerodrome except during Permitted Hours or Extended Hours
  - 1.3. No restriction shall apply to Diverted Aircraft which may use the Aerodrome at any time
2. Aircraft Movements  
Not to accept more than 48,000 Air Traffic movements in any period of twelve months at the Aerodrome

3. Seats

Not to permit Operators using the Aerodrome to offer for sale on Scheduled Flights more than 2,000,000 seats from the Aerodrome in any period of twelve months

PART III  
Obligations

1. Hours

Only in exceptional circumstances to permit Delayed Aircraft to use the Aerodrome during the Extended Hours

2. Aircraft Types

To accept at the Aerodrome in respect of jet aircraft only air traffic movements that comply with the certificate limits, as laid down in Chapter 3 of Annex 16, of the standards adopted by the International Civil Aviation Organisation Council and which are not marginally compliant with the limits laid down in the said Chapter 3 as defined in the Aerodromes (Noise Restrictions) (Rules and Procedures) Regulations 2003

3. Approaches

3.1. To maintain a bias in favour of approaches and climb-outs by Aircraft over Belfast Lough

3.2. To use all reasonable endeavours to maximise the use by Aircraft of approaches and climb-outs over Belfast Lough

4. Noise Contour Monitoring

In this sub-paragraph:-

4.1. 'Leq' =  $SEL + 10 \log N - \text{Constant}$

where N = the total number of noise events

Constant = Length of measurement period

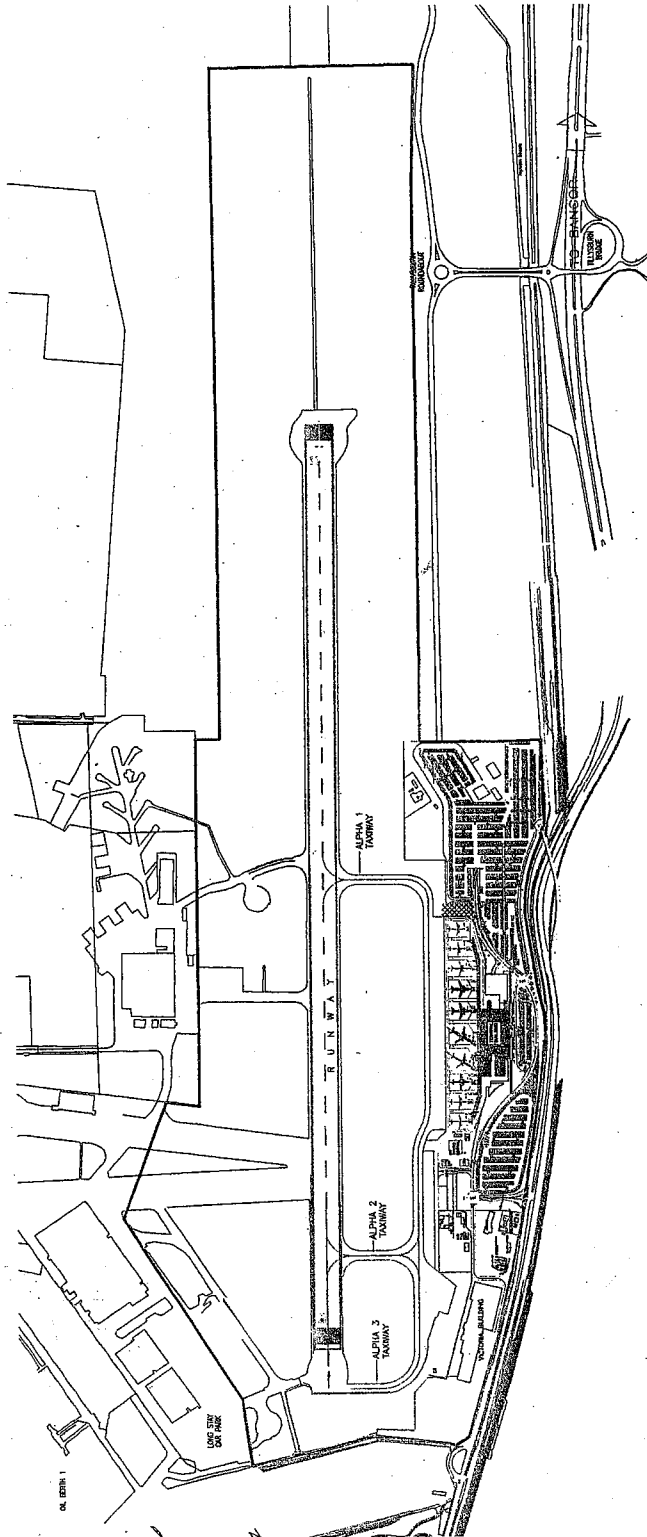
SEL = Log Average Sound Exposure Level of the N events

4.2. The Company shall maintain a noise control monitoring system in accordance with the following requirements:-

4.2.1. The annual system of contours shall use the latest validated version (currently Version 7) of the INM model and a 16 hour day

4.2.2. Noise levels shall be measured in the surrounding area and areas under the flight paths

- 4.2.3. The annual contours shall be produced at 57, 60 and 63 dBA Leq 16 hrs and will be generated from the data associated with all Air Transport Movements occurring during the period from 15 June to 14 September in any year and include in the case of the 57 Leq contour both the area covered and the population living within it
- 4.3. An indicative control contour shall be agreed by the Company and the Department in line with the recommendations of the EiP
- 4.4. The Company shall install and operate an integrated noise and track keeping system as quickly as is reasonably possible and in any event by 31 December 2008



**Belfast City Airport**  
**Scale 1:10,000**

## EXPLANATORY DOCUMENT

### GEORGE BEST BELFAST CITY AIRPORT – PLANNING AGREEMENT

Pursuant to the Recommendation contained in para 7.1.2 of the Report of the Examination in Public (dated 31<sup>st</sup> August 2006) into the Planning Agreement made between Belfast City Airport Ltd and others and the Department of the Environment on 22<sup>nd</sup> January 1997, the Department of the Environment has prepared this explanatory document to accompany the Planning Agreement made between Belfast City Airport Limited and the Department of the Environment on 14 October 2008 ("the Planning Agreement").

---

The explanatory document neither forms part of nor purports to be an aid to the construction of the Planning Agreement.

#### *The Planning Agreement:-*

- (a) specifies the hours during which Scheduled Aircraft and delayed aircraft may use the Aerodrome;

Purpose: Minimisation of noise disturbance at night.

- (b) restricts air traffic movements to 48,000 in any period of twelve months at the Aerodrome;

Purpose: Limit environmental impact.

- (c) provides that Operators using the Aerodrome may not offer for sale on Scheduled Flights more than 2,000,000 seats from the Aerodrome in any period of 12 months.

Purpose: Regulation of environmental impact.

*Obligations:*

The Planning Agreement requires BCA:-

- (a) only in exceptional circumstances to permit delayed aircraft to use the Aerodrome between 9.31 pm and 11.59 pm.

Purpose: Minimisation of noise disturbance at night.

- (b) only to accept at the Aerodrome (in respect of jet aircraft) air traffic movements which satisfy certain standards adopted by the International Civil Aviation Organisation Council and certain noise restrictions;

Purpose: Restriction of generation of noise pollution.

- (c) to maintain a bias in favour of and use all reasonable endeavours to maximise use by aircraft of approaches and climb-outs over Belfast Lough;

Purpose: Minimisation of the effect of aircraft generated noise over densely populated areas.

- (d) to maintain a noise control monitoring system (which meets certain specified requirements). Noise contours are to be generated from data relating to air traffic movements occurring during the period from 15<sup>th</sup> June to 14<sup>th</sup> September in each year;

Purpose: Monitoring of noise levels.

- (e) to agree an indicative control contour with DOE (in accordance with the recommendations of the EIP Panel) and install an integrated noise and track keeping system as soon as possible and at the latest by 31<sup>st</sup> December 2008.

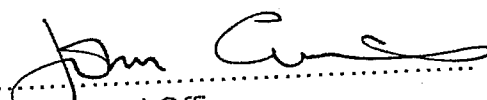
Purpose: Facilitating noise monitoring.

The principal purpose of this Agreement is to promote preservation of amenity.

This Planning Agreement may be modified (pursuant to Article 40A of the Planning (NI) Order 1991) either by agreement or pursuant to a request made by an applicant after the expiry of the relevant period.

Dated the 14<sup>th</sup> day of October 2008

Name:

  
.....  
Authorised Officer  
Planning Service

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**Appendix 2**

**Council Response to the Draft Planning Agreement 2008**

The Examination in Public (EIP) panel comprehensively and publicly assessed the restrictions and obligations in the current planning agreement and have provided recommendations for improvement some of which they stated should be adopted immediately. They also stated their recommendations were interdependent and that they should be adopted in their entirety. The draft planning agreement does not fully reflect the EIP recommendations.

The single most important aspect of concern raised by residents within Belfast City is not necessarily the actual noise from aircraft (although this is significant) in itself but that late night flights are permitted to operate beyond 9.30pm thus affecting sleep and enjoyment of property. The Airport currently receives around a total of 40 complaints a year. Belfast City Council population density continues to grow and living accommodation is becoming more compact. It is in the interests of residents that everything possible should be done to mitigate these effects. Whilst this new draft Planning Agreement begins to address this the Council considers that some aspects need to be strengthened and these are discussed below.

**Operating Hours**

There is a subtle change suggested to clarify what are Prohibited Hours and what are Extended Hours. The change is that the Prohibited Hours moves from the existing 9.30pm -6.30am to read 12 midnight - 6.29 am. This allows delayed scheduled aircraft to land (or take off) up to 12 midnight. However as before there is an obligation that this is for exceptional circumstances.

There is no definition given of what are 'exceptional circumstances'. Local residents may see this as a weakening of what currently exists. The total number of delayed ATM's between 9.30pm and midnight increased from 340 in 2001 to 683 in 2005. It was the view of the EIP panel that the 'closing time' as perceived of 9.30pm is one of the most stringent in Europe although they acknowledged that under the European Union GBBCA was designated as a 'city airport'. Therefore the EIP panel recommended that the opening hours should remain as they are for the time being but also that all endeavours should be made to ensure that delayed ATM's are kept to a minimum.

The EIP also recommended that a levy be charged to the aircraft operator, on a sliding scale of the lateness of the flight. This would then be paid back to the community, with a recommendation that this process, whilst operated by the airport is independently monitored. This is not proposed in the new Planning Agreement. A suggestion was also made by the EIP that both Belfast and North Down Council could play a role in managing this fund. This is omitted from the new draft Planning Agreement, rather the Planning Service have stated this falls outside the scope of the Planning Agreement and is being considered by the airport.

The Council would support the EIP recommendation that an independent monitoring process is agreed with relevant parties and is written into the new Planning Agreement.

Also the Council would recommend that consideration for all flights operating to and from the airport that are after 9.30pm should operate with the minimum of noise impact. We therefore recommend that for all approaches / landing, and take-off /

climb outs during extended hours should be over the Lough other than in exceptional circumstances.

### **Increase in Air Transport Movements ( ATM's) from 45,000 to 48, 000 in any 12 months**

The original agreement with Shorts, as at the public inquiry in 1991, was for 28,300 ATM's per year and presently the figure is 45, 000. This increase in ATM's to 45, 000 appears to have been permitted with little public debate or consultation. This Council holds the view that the current number of ATM's and seats for sale are reflective of the capacity of the new terminal and not as the GBBCA submission to the EIP stated in line with the old terminal. The relationship between the seats for sale and ATM's is a crucial control over the growth of the airport. The airport operates at around 39,000 ATM's a year, well below the current limit of 45,000. The GBCA have indicated that the increase to 48,000 ATM's is to reflect the fact that the figure must now include all airport transport movements including non-commercial flights.

The Council would suggest that, to retain public confidence in the new draft planning agreement, the recommendation of the EIP to limit the ATM's to 45, 000 remains unchanged. In addition a clear definition of Air Transport Movements should be written into the Planning Agreement with definitions for such things as climb-outs, take-off, landing and approaches, as they are all incorporated into the definition of ATM's.

### **Noise Control and Management**

At the EIP the Council argued for the need for a comprehensive noise management scheme to be considered by the panel as part of the planning conditions/ agreement, which incorporated the following;

- Real time noise monitoring at suitable monitoring locations;
- A real time flight tracking system combined with the noise monitoring;
- A scrutiny procedure / system of the combined noise and track keeping system; and
- Reporting of results leading to an actual performance and suitability evaluation of the aircraft operating at the airport.

Whilst the first two points are being addressed, the scrutiny role and auditing / enforcement role is not clarified in this PA, and falls short of the recommendations made by the EIP and thus would not give the public confidence that a system will be in place to scrutinise and check compliance and management of noise.

The Council would recommend that under Part III obligations, paragraph 4 of the new PA, an additional paragraph 4.5 should be added stating that the GBBCA must install an Airport Operating System (AOS) which is linked to the noise and flight tracking monitoring system'. This would allow a range of qualitative and quantitative information which would enhance the scrutiny of noise management and potentially allow for further improvements.

The Council welcomes the fact that the airport has embraced the need to install a real time noise management system and a secondary radar to enhance information. However the Council cannot support this proposal until the scrutiny and noise management arrangements are identified and responsibility for the management of

these is written into the new draft Planning Agreement. The Department for Regional Development Airports Division have such a regulatory role which should be incorporated into the Planning Agreement.

In relation to Noise Contour Monitoring, under paragraph 4.2 and 4.3, the EIP panel recommended that an indicative contour should be produced by both the Department of the Environment Planning Service and Department for Regional Development, Airports Branch. This should be set at 15% greater than the 57Leq contour for the current ATM level and aircraft mix.

It is also noted that the existing Planning Agreement, under paragraph 4.4, addresses to some degree the scrutiny role provided by the Forum but that this has been omitted in the new draft. As above, the Council requests that appropriate scrutiny and noise management arrangements are identified and the responsibility for the management of these is written into the new draft Planning Agreement.

### **Aircraft Type**

The Council would support the wording suggested by the EIP panel that rewording of the obligation should include the words 'embrace the latest standard' prevailing at the time.

### **Approaches**

Given that the current obligation seeks to ensure that approaches of scheduled aircraft maintain a bias over the Lough, the Council would support the need to ensure that this obligation remains. This helps to reduce noise impact by protecting the health and quality of life of some of the more the densely populated areas of Belfast City.

Indeed at the EIP the Council argued that the obligation to 'maintain a bias over the Lough' could be strengthened to include all approaches and landings and a bias could be expressed in percentage terms. For example a 51% bias of approaching flights could meet this obligation but still leave the residents of Belfast experiencing a significant impact from over-flying aircraft.

The bias achieved of flights over the Lough has reduced from over 68% in 2001 to around 57% in 2005. The current rolling average is 55%. The Council is aware that extraneous factors can effect the direction of flight landing and departures. However, the bias of flights should be strengthened in an overall package within a noise management scheme. This should be linked to a scrutiny system of noise tracking for take off and landing.

The panel recommended that this obligation should remain. The new draft PA suggests alternative wording which in the Council's opinion weakens the obligation. The Council would strongly recommend that the original wording remains and is strengthened and that the EIP panel's recommendations are adhered to. Therefore this obligation should read:

'To maintain a bias in favour of all approaches and landings, take-off and climb-outs at the airport of scheduled aircraft over Belfast Lough, and to use all reasonable endeavours in future years, to increase the percentage improvement of this bias over the Lough.'

### **Seats for Sale**

The Council is aware that the GBBCA can increase the seats for sale to 2 million within the current planning consent. The EIP recommended amending the numerical level of Restriction 3 in the 1997 Planning Agreement from 1.5 million to 2 million seats for sale from the airport, subject to -

1. Setting up a proper forecasting and scrutiny system; and
2. The airport operator committing to install noise and track keeping equipment in association with their new primary and secondary radar.

The second provision is considered as part of the new Planning Agreement but not the first. As stated before without this process of scrutiny, public confidence, that a degree of regulation and control could achieve, is lost. Therefore the Council would recommend that this is defined and agreed within the new Planning Agreement.

DATED THIS 22 DAY OF January 1997

BELFAST CITY AIRPORT LIMITED (1)

SHORT BROTHERS PLC (2)

- and -

THE DEPARTMENT OF THE ENVIRONMENT  
FOR NORTHERN IRELAND (3)

---

A G R E E M E N T

---

C & H Jefferson  
Solicitors  
8/9 Donegall Square North  
Belfast BT1 5GN

**THE PLANNING (NORTHERN IRELAND) ORDER 1991**

**ARTICLE 40**

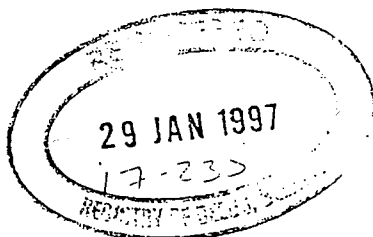
**AGREEMENT**

THIS DEED is made the 22 day of ~~JANUARY~~ 1997 BETWEEN (1) BELFAST CITY AIRPORT LIMITED having its registered office at Airport Road, Belfast BT3 9DZ ("the Company") (2) SHORT BROTHERS PLC having its registered office at Airport Road, aforesaid ("Shorts") and (3) THE DEPARTMENT OF THE ENVIRONMENT FOR NORTHERN IRELAND of Clarence Court, Adelaide Street, Belfast ("the Department")

**RECITALS**

- (1) Shorts is the owner of a leasehold estate in the Aerodrome of which not less than 115 years of the term thereof remain unexpired
- (2) The Company is a wholly owned subsidiary of Shorts and occupies the Aerodrome as licensee of Shorts
- (3) The Department is the planning authority by which the covenants contained in this Deed are enforceable
- (4) The Company has by the Planning Application hereinafter defined applied to the Department for permission to develop the Premises
- (5) The Department has decided to grant planning permission in accordance with the Planning Application subject to the making of this Agreement without which planning permission would not have been granted

NOW THIS DEED made in pursuance of Article 40 of The Planning (Northern Ireland) Order 1991 (hereinafter called "the Planning Order") WITNESSES AND IT IS HEREBY AGREED as follows:-



17-235

**1. Definitions and Interpretation**

In this Deed:

- 1.1 "the Aerodrome" means Belfast City Airport, Sydenham By-Pass, Belfast formerly Belfast Harbour Aerodrome shown edged red on the Aerodrome Plan
- 1.2 "the Aerodrome Plan" means the 1/10,000 Plan date stamped 15th January 1997 annexed hereto
- 1.3 "the Drawings" mean the drawings and plans more particularly described in the Second Schedule submitted to the Department with the Planning Application
- 1.4 "the Development" means the development of the Premises in the manner and for the uses set forth in the Planning Application and in the Drawings
- 1.5 "the 1994 Agreement" means the Planning Agreement dated 1st April 1994 between the Company (1) Shorts (2) and the Department (3)
- 1.6 "the Original Planning Permission" means the planning permission for the development of the Premises granted under application number Z/93/0612
- 1.7 "the Premises" means the premises described in the First Schedule
- 1.8 "the Premises Plan" means the drawing No. 01 date stamped 5th July, 1996 annexed hereto
- 1.9 "the Planning Application" means the application for planning permission dated 5/7/96 to the Department by Shorts as agents for the Company under reference number Z/96/0550
- 1.10 "the Planning Permission" means planning permission granted by the Department pursuant to the Planning Application
- 1.11 "the Planning Covenants" mean the covenants specified in the Third Schedule
- 1.12 "the Restrictions" mean the restrictions set forth in Part II of the Third Schedule

- 1.13 "the Obligations" mean the obligations set forth in Part III of the Third Schedule
- 1.14 "the Company", "Shorts" and "the Department" shall include their successors in title and assigns
- 1.15 "person" means a natural person or any corporation or any public local or municipal authority or government department in the United Kingdom or elsewhere or other entity which is given or recognised as having legal personality by the law of any country or territory
- 1.16 Words importing the singular shall be construed as importing the plural and vice versa

**2. Conditions**

- 2.1 The Planning Covenants shall not come into effect until the Company has begun within the meaning of Article 36 of the Planning Order the Development
- 2.2 If the Planning Permission shall expire before the Development is begun as defined above or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect

**3. The 1994 Agreement**

- 3.1 In consideration of the Department agreeing to enter this Agreement the Company and Shorts jointly and severally covenant for themselves and so as to bind any successor in title of Shorts or the Company to the Premises not to undertake work on the Premises in reliance on the Original Planning Permission
- 3.2 It is hereby agreed by the parties hereto that the 1994 Agreement shall have no force or effect and shall not be binding on the parties

**4. The Planning Covenants**

- 4.1 The Planning Covenants are covenants to which Article 40 of the Planning Order applies



4.2 The Company and Shorts jointly and severally covenant with the Department to observe the Restrictions

4.3 The Company and Shorts jointly and severally covenant with the Department to perform the Obligations

5. Agreement

5.1 The Planning Covenants may be enforced by the Department

5.2 No person shall be liable for breach of a Planning Covenant after he shall have parted with all interest in the Aerodrome or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of contract prior to the parting of such interest

5.3 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Aerodrome in accordance with a planning permission (other than the one relating to the Development) granted (whether or not on appeal) after the date of this Agreement

5.4 Nothing in this Agreement shall have the effect of fettering the exercise of the powers of the Department under Articles 21 and 22 of the Airports (Northern Ireland) Order 1994

*Dept for Reg Dev - new PA.*

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above written

**FIRST SCHEDULE**

**The Premises**

Premises situate at Sydenham By-Pass, Belfast BT3 9JH more particularly described on the Premises Plan and thereon edged red

**SECOND SCHEDULE**

**The Drawings**

The drawings and plans submitted with the Planning Application

<u>Drawing No.</u>	<u>Scale</u>	<u>Description</u>
ø1	1/5000	Site Location
ø3 (96/38/11)	1/200	Proposed Elevations
ø4 (96/38/05)	1/200	Proposed Plans
ø5 (96/38/10)	1/100	Sections

~~THIRD SCHEDULE~~

Planning Covenants

PART I

*— To be deleted  
+ replaced with  
Schedule 19  
2008 PA.*

DEFINITIONS and interpretation

In this Schedule:

1. "Permitted Hours" means between the hours of 6.30 a.m. and 9.30 p.m. local time
2. "Prohibited Hours" means between the hours of 9.30 p.m. and 6.30 a.m. local time
3. "Extended Hours" means between the hours of 9.30 p.m. and 11.59 p.m. local time
4. "Diverted Aircraft" mean aircraft diverted to the Aerodrome for any reason whatsoever from any airport
5. "Air transport movements" mean landings or take-offs of aircraft (except Diverted Aircraft) engaged on the transport of passengers, cargo or mail on commercial terms. Except for Diverted Aircraft all scheduled movements, including those operated empty, loaded charter and air taxi movements are included
6. "Scheduled Flight" means Air transport movements programmed to use the Aerodrome
7. "Scheduled Aircraft" mean aircraft on Scheduled Flights

8. "Delayed Aircraft" mean Scheduled Aircraft which have been delayed for any reason whatsoever
9. "Operator" means a person who at the relevant time has the management of one or more aircraft

## PART II

### The Restrictions

#### 1. Hours

- 1.1 No Scheduled Aircraft except Delayed Aircraft shall use the Aerodrome during Prohibited Hours
- 1.2 No Delayed Aircraft shall use the Aerodrome except during Permitted Hours or Extended Hours
- 1.3 No restriction shall apply to Diverted Aircraft which may use the Aerodrome at any time

#### 2. Aircraft Movements

Not to accept more than 45,000 Air transport movements in any period of twelve months at the Aerodrome

#### 3. Seats

Not to permit Operators using the Aerodrome to offer for sale on Scheduled Flights more than 1,500,000 seats from the Aerodrome in any period of twelve months

## PART III

### Obligations

#### 1. Hours

Only in exceptional circumstances to permit Delayed Aircraft to use the Aerodrome during the Extended Hours

2. Aircraft Types

To accept at the Aerodrome in respect of jet aircraft only Air transport movements that meet as a minimum standard of noise pollution the standards adopted by the International Civil Aviation Organisation Council designated as Annex 16 to the Convention on Civil Aviation, International Standards and Recommended Practices (Environmental Protection) (2nd Edition Chapter 3) as amended

3. Approaches

- 3.1 To maintain a bias in favour of approaches by Scheduled Aircraft over Belfast Lough using the runway identified as Number 22 as at the date of this Agreement
- 3.2 To maintain a bias in favour of climb outs by Scheduled Aircraft over Belfast Lough using the runway identified as Number 04 as at the date of this Agreement
- 3.3 To use reasonable endeavours to maximise the use by Scheduled Aircraft of approaches and climb-outs over Belfast Lough

4. In this sub-clause:-

- 4.1 "Leq" =  $SEL + 10 \log N - \text{Constant}$

where N = the total number of noise events

Constant = Length of measurement period

SEL = Log Average Sound Exposure Level of the N events

"the Forum" means Belfast City Airport Forum

"year" means the period from 1st January to 31st December

- 4.2 The Company with a view to monitoring noise levels at the Aerodrome will be responsible for generating indicative noise contours on an annual basis ("the Annual Contours") using the computer model already in use and will carry out on site noise tests to check that the data used in the computer predictions are appropriate

4.3 The Company agrees that Annual Contours at levels of 60 Leq and above will be generated from the data associated with all Air transport movements (excluding Diverted Aircraft) occurring during the period from 15th June to 14th September in any year

4.4 The Company will submit the Annual Contours to the Forum for scrutiny and will where reasonably required by the Department have the results validated by an independent body whose costs shall be borne by the Company

\*

4.5 The Company agrees that the Annual Contours shall be compared against the indicative Contours at 60 and 63 Leq prepared by the Department

\*

EXECUTED AND DELIVERED as a deed by :

**BELFAST CITY AIRPORT LIMITED** :

acting by R. Milnes, Secretary :

and R.M. McNulty, Secretary :

*R. Milnes*  
DIRECTOR

*R.M. McNulty*  
DIRECTOR

PRESENT when the Common Seal of :

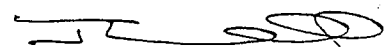
**SHORT BROTHERS PLC** was affixed :

hereto:- :

*R.M. McNulty*  
DIRECTOR

*R. Milnes*  
Co. SECRETARY

PRESENT when the Official Seal of :  
THE DEPARTMENT OF THE :  
ENVIRONMENT FOR NORTHERN :  
IRELAND was affixed hereto:- :  
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### Belfast City Council

<b>Report to:</b>	Health and Environmental Services Committee
<b>Subject:</b>	<b>Nomination of a Member for the Post of Vice-President of the Association of Port Health Authorities</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	Suzanne Wylie, Head of Environmental Health, ext 3281
<b>Contact Officer:</b>	Damian Connolly, Environmental Health Manager (Food Safety and Port Health), ext. 3361

#### Relevant Background Information

Belfast Port is one of the busiest in the UK handling large numbers of passengers and freight. Last year the Port received over 6000 vessels and moved approximately 17.5m tonnes of goods with a value of £21bn. The Port of Belfast is Northern Ireland's principal maritime gateway handling about 60% of Northern Ireland's seaborne trade and 20% of the entire island's.

Members will be aware of the essential work carried out by the Council's Port Health Unit to protect public health by ensuring the safety of imported food, controlling infectious disease and ensuring hygiene on ships. These activities also extend to the George Best Belfast City Airport.

Belfast City Council is a corporate member of the Association of Port Health Authorities (APHA). The Association is made up of a total of 69 UK authorities and members work together to share their expertise and best practice to deliver consistent and effective port health services across the UK. The Association liaises with government, trade and international bodies, contributing significantly to national and international policy development. It also plays an important role, through its technical committees, in keeping its members up to date with all legislation and guidance.

Belfast City Council has, through nominated Elected Members and Officers, played a major role in the governance of APHA, serving as members of The Executive Board, The Overview and Scrutiny Committee and the various technical committees. Councillor, Dr Ian Adamson is currently serving on the elected Executive Board which directs the Association.

#### Key Issues

The Association of Port Health Authorities is fronted by a President and a Vice-President (President Elect) who must be Elected Representatives from one of the corporate member organisations, such as Belfast City Council. The duties of the President and Vice President include:

- Presiding over general meetings and other events;
- Communicating with the media and others to promote the Association;
- Acting as an ex-officio member of the Executive Board
- Acting as a Director of the Association

The Vice President serves for one year, after which he/she becomes President. The President also serves for one year and during that year his/her Authority has the opportunity to host the Association's annual conference.

Within the Association the position of Vice President is currently vacant and Belfast City Council has been invited to forward a nominee for consideration at APHAs next Executive Board Meeting on 10 December 2008.

The elected Vice President is expected, if available, to attend the four meetings of the Executive Board for the current year. It is also expected that the following year, the Vice President would become President and would again be required to attend the four meetings of the Board. Meetings are held in the City of London. Attendance at other events is at the Member's discretion.

**Resource Implications**

Approximately £1,500 per year for travel and subsistence (based on 4 meetings per annum).

**Recommendation**

It is recommended that the Committee nominates one Member to go forward for election as the Vice President of the Association of Port Health Authorities.

**Documents Attached**

None



**Belfast City Council**

<b>Report to:</b>	Health and Environmental Services Committee
<b>Subject:</b>	<b>Local Authority Pollution Prevention Control Function Audit Report</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	Suzanne Wylie, Head of Environmental Health, ext 3281
<b>Contact Officer:</b>	Jim Hanna, Principal Environmental Health Officer, ext. 3313

**Relevant Background Information**

District Councils, including Belfast City Council, deliver Pollution Prevention and Control functions (PPC) alongside the Industrial Pollution and Radiochemical Inspectorate (IPRI), controlling emissions from industrial processes. The local authority PPC functions are outlined in Appendix 1.

As for many of the functions undertaken by the Environmental Health Service, a variety of quality control methods are used to ensure that the services provided by all the district councils are efficient and effective. One method used is that of inter-authority auditing, in which one district council (or Group Environmental Health Service) inspects the activities of another against an agreed standard.

As part of a pilot driven by the Chief Environmental Health Officers' Group (CEHOG), one council from each of the four Environmental Health Group Areas and Belfast City Council were audited in 2008. These councils were selected by agreement ensuring that they each had a reasonable range and number of regulated industrial processes. The councils were audited against a number of agreed standards, based on the most recent audit of Industrial Pollution work in Great Britain.

The PPC auditing process is designed to reflect compliance with regulatory service requirements and actions which are representative of best practice in the delivery of these functions. The process itself involved discussions with the lead officer responsible for the Industrial Pollution function and other officers as appropriate, together with an examination of premises files and other documentation. A very extensive questionnaire covering all aspects of the provision of the Industrial Pollution Prevention Control (PPC) function was also completed.

The audits provided a comprehensive picture of council performance in undertaking these very specialised duties.

## Key Issues

The Environmental Protection Unit of the Health and Environmental Services Department has been audited against a number of agreed standards produced by the CEHOG Pollution Control Sub-Group.

The audit of Belfast City Council was undertaken on the 26<sup>th</sup> March 2008 by officers from the Southern Group Environmental Health Committee and a report was produced highlighting strengths and any areas for improvement.

A general report on each of the councils involved has been submitted for the approval of CEHOG and has also been provided to the Northern Ireland Environment Agency (NIEA). Individual reports on performance have been submitted to each council involved

The full Belfast City Council Pollution Prevention and Control Function Audit Report is attached at Appendix 2.

In summary the report indicated the following:

- The delivery of the PPC function was being undertaken to a consistently high quality. It was evident that the PPC specialism of the officers responsible for the function has led to the development of a strong commitment to service quality.
- In general the standard of arrangements for the enforcement of the regime is good, with a strong commitment among both management and officers.

Particular strengths highlighted included:

- The consistent achievement of PPC targets;
- The regular monitoring and reporting of the PPC function as a key element of the Environmental Protection Unit's Business Plan;
- A training and development culture supported with quality procedures to ensure that staff receive appropriate training and support relative to their jobs;
- Regular, open and helpful interaction with process operators and applicants with regard to the PPC function;
- No complaints have been received regarding delivery of the PPC function or the respective officers;
- High quality maintenance of public registers and working files;
- Provision and maintenance of all necessary equipment and guidance in order to carry out the PPC function;
- The use of a comprehensive software system in parallel with hard-copy files to record all interactions and time-spend in relation to the PPC function.

**Conclusion**

The Audit report demonstrates that the Industrial Pollution Prevention and Control function is being carried out by the Environmental Protection Unit to a consistently high standard. A small number of recommendations and improvements have been made relating to updating risk assessments, reviewing proformas and some improvements to notice documentation and recording procedures. These are in the process of being implemented.

**Resource Implications**

None

**Recommendation**

The Committee are asked to note the report.

**Key to Abbreviations**

CEHOG – Chief Environmental Health officers Group  
NIPG – Northern Ireland Pollution Group (This is a Sub-group of CEHOG)  
IPRI – Industrial Pollution and Radiochemical Inspectorate  
NIEA – Northern Ireland Environment Agency

**Documents Attached**

Appendix 1: Local Authority Pollution Prevention Control Function Audit 2008 – Belfast City Council.

Appendix 2: Local Authority Pollution Prevention Control Function Audit Report – Belfast City Council 2008.

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**LOCAL AUTHORITY POLLUTION PREVENTION  
CONTROL FUNCTION AUDIT REPORT**

**BELFAST CITY COUNCIL  
2008**

**Introduction.**

This report seeks to demonstrate the effectiveness, and accountability of the council's delivery of the Pollution Prevention and Control (PPC) regime within its area.

The council has been audited against a number of agreed standards produced by the Chief Environmental Health Officers Group (CEHOG) – Pollution Control Sub-Group.

The auditing process reflects compliance with regulatory service requirements and actions which are representative of best practice in the delivery of a PPC function.

The audit has been conducted by the Environmental Health Groups and Belfast and forms part of a regional audit of the PPC function.

The audit was undertaken on the 26<sup>th</sup> March 2008 by officers from the Southern Group Environmental Health Committee.

**Summary.**

The audit indicated that the delivery of the PPC function was being undertaken to a consistent high quality. It was evident that the PPC specialism of the officers responsible for the function has led to the development of a strong commitment to service quality.

In general the standard of arrangements for the enforcement of the regime is good, with a strong commitment among both management and officers to develop a high quality service.

The audit has demonstrated that the following strengths can be highlighted within the council:

- The consistent achievement of PPC inspection targets;
- The regular monitoring and reporting of the PPC function as a key element of the Environmental Protection Unit's Business Plan;
- A training and development culture supported with quality procedures to ensure that staff receive appropriate training and support relative to their jobs;
- Regular, open and helpful interaction with process operators and applicants in relation to the PPC function;
- No complaints have been received regarding delivery of the PPC function or the respective officers;
- High quality maintenance of public register and working files;
- Provision and maintenance of all necessary equipment and guidance in order to carry out the PPC function;
- The use of a comprehensive software system in parallel with hard-copy working files to record all interactions and time-spend in relation to the PPC function.

There are no fundamental weaknesses in the council's arrangements for the delivery of the PPC function however the following recommendations are made to update and back-up the existing procedures.

Following an audit of a number of the council's working files it is not clearly evident that the risk assessment for each installation is being reviewed on a periodic basis as stated in the DOE Guidance Manual. It is a recommendation of this audit that a documented system is established for the periodic review of risk-assessments.

A number of improvements towards best practice have also been listed at the end of this report which if implemented will assist the council in demonstrating the quality and effectiveness of delivery of the PPC function.

**Audit Report.****Enforcement Policy and Procedures:**

A1/A2	The Environmental Protection Unit of Belfast City Council has a generic Enforcement Policy produced in 1999. It does not make specific reference to any specific functions. A separate specific Enforcement Policy also exists for the PPC function entitled "Belfast City Council – Enforcement Policy for Local Authority Air Pollution Control Under the Industrial Pollution Control (NI) Order 1997 and the Pollution Prevention and Control Regulations (NI) 2003. Neither policy makes any reference to the existence of the other.
A3	<p>The generic enforcement policy incorporates statements on the principles of transparency, proportionality, consistency and targeting. The PPC specific policy does not contain a specific statement on each of these principles yet the actions specified in the policy are in line with the principles.</p> <p>Both policies contain details on the use of prosecutions and the use of other enforcement action. The policies are in agreement with each other.</p>
A4	<p>The PPC specific policy was agreed by the Health and Environmental Services Committee on 18<sup>th</sup> April 2005 and by full Council on 3<sup>rd</sup> May 2005.</p> <p>The PPC specific policy was sent to all authorised premises at the time of its production. It is presently under review to take account of legislative changes which will require amendments to some of the references and appendix of the policy. As a result the policy is not currently posted on the Council's web-site. It is envisaged that this will be done when the amendments are completed. Furthermore it is envisaged that all permitted installations will be sent a copy of the revised policy upon completion.</p>
A5/A6	Belfast City Council has signed up to the Enforcement Concordat and it can be seen that the existing Enforcement Policies are both in agreement with the principles of the concordat. The Council signed up to the concordat through the Policy and Resources Committee of 21 <sup>st</sup> March 2003 and these minutes were agreed by full Council on 1 <sup>st</sup> April 2003.
A7/A8	Staff who deliver the PPC function appear to be familiar with the policies and appear to operate in accordance with their principles.
A9/A10	<p>Staff in Belfast City Council use short aide memoires or full inspection sheets to assist in the inspection of all premises. Full inspection sheets have been produced for petrol stations and dry cleaning premises. The function is delivered by one Environmental Protection Officer (Industrial Pollution) and a Principal Environmental Health Officer who spends half time dedicated to the PPC function. Both members of staff have regular informal discussions and reviews regarding difficult or unusual premises. Joint visits are arranged where necessary to assist in agreeing uniform standards. All correspondence in relation to the PPC function is checked by the Principal Environmental Health Officer.</p> <p>Both members of staff in Belfast City Council attend the Industrial Pollution Liaison Group and are represented on the NI Pollution Sub-Group. Informal contacts are made and regularly utilised with other enforcement officers in District Councils and Groups as well as directly with the DOE Industrial Pollution</p>

and Radiochemical Inspectorate. These contacts allow further guidance and information to be exchanged as well as providing a mechanism for ensuring more uniform standards are applied across the region. As a result the staff in Belfast City Council appear to be delivering enforcement in a manner consistent with the rest of Northern Ireland.

### Managed Work Programme:

B1/B2	<p>The Health and Environmental Services Department of Belfast City Council produces an annual Departmental Plan which outlines the key achievements of the past year and key targets for the planned year. It also contains a number of performance measures relating to a wide range of services. The Departmental Plan makes one reference to the PPC function, that being the participation in the LAPPC auditing process as a key task for the coming year. The Departmental Plan is agreed by the Elected Members at Committee and ratified by Council. The Departmental Plan is not available on the Council's web-site.</p> <p>The Environmental Protection Unit produces an annual Business Plan specifically making reference to each of the functions delivered by the Unit. The Business Plan relates directly to the Service and Unit objectives. The 2008-09 draft version was available at the time of audit. This identifies "% compliance with risk based inspection rates for PPC" as a Key Performance Indicator. The Business Plan is not presented to the Elected Members. It is measured and reported on a quarterly basis to the Head of the Environmental Health Service and the Environmental Health Management Team.</p> <p>The Environmental Protection Unit also produces an annual Work-plan which provides specific detail on how the Service and Unit objectives will be delivered. Tasks are allocated to individuals and a timeframe stated. The Work-plan is reviewed as a standing item at the Unit's monthly meeting to assess progression of the tasks therein. The Work-plan is not reported to the Elected Members, it is reviewed by the Environmental Health Manager (Environmental Protection).</p> <p>Neither the Unit Business Plan nor Work-plan are routinely made available to stakeholders.</p>
B3	<p>The Unit Business Plan contains a clear statement of aims and the Work-plan provides detail on the specific actions to deliver the PPC function. The Work-plan details the resource required and the targeted output, however, all PPC actions are listed to be delivered "As appropriate". The Business Plan nor Work-plan make reference to any system used for the maintenance of a PPC programme.</p> <p>The Civica (Flare) software package is used to plan the PPC inspection programme in Belfast City Council. Inspection dates are manually programmed on the system according to the date of last inspection. Notes are completed following every inspection or visit and at that time the next inspection date is added to a diary function within each PPC premises file. Unless over-written the next inspection will be allocated to the officer adding the detail in relation to the</p>



	<p>last inspection. Belfast City Council currently seeks to inspect / visit petrol stations every 9 months, low and medium risk premises every six months and high risk premises every 4 months. This ratio is in excess of that recommended by the Department of the Environment.</p> <p>The number of PPC visit is monitored by monthly reports for the Environmental Protection Unit Meetings which will indicate any shortfalls in required numbers. In addition the software system is used to automatically open up a window detailing any inspections / visits allocated to the individual who is logging onto the system. It will not detail those inspections / visits not allocated to the individual. However, it is understood that the system can be utilised to display all inspections / visits due by any officer.</p> <p>A documented quality monitoring system is not applied. Quality is assessed by the Principal Environmental Health Officer during the checking of all correspondence.</p> <p>The inspection programme is reviewed during the annual Business Planning process and during the production of the Unit Work-plan.</p> <p>The Business Plan sets a target of 100% of required visit numbers to be completed within the year. The visit numbers are those recommended by the Department of the Environment based upon the risk rating of the installation. The current method of recording visits is not linked to the number of installations inspected. Reporting is in accordance with the six monthly reporting arrangements to the Department of the Environment.</p> <p>The Business Plan also sets a target of all complaints responded to within 2 working days. Statistics produced by the Unit relate to all complaints irrespective of their nature and no subdivision is made for PPC complaints. It is understood that there are very low numbers of complaints about PPC premises and they are normally responded to on the day of receipt.</p> <p>The council should consider including a specific table in the annual Work-plan indicating the number of inspections per process type and the period of the year inspection is required. This will aid the district council in the delivery of the inspection programme.</p>
B4	<p>The function is currently delivered by 1 full time Environmental Protection Officer (Industrial Pollution) and ½ the time of a Principal Environmental Health Officer.</p>

**Review and quality assessment of DC's management of PPC enforcement:**

C1	Business Plan target (100% of programme) is reported upon quarterly to Head of Service. Work-plan targets are allocated to named staff and dated, the work-plan is reviewed for progress and inspection and complaint numbers are presented as part of the Unit monthly meetings. A copy of the monthly statistics was provided.
C2	<p>Whilst no overall policy review programme exists there is evidence to demonstrate that policies and procedures are reviewed as necessary, for example the PPC specific enforcement procedure is currently being amended to take account of the completion of the IPC system.</p> <p>Business planning and Work-planning is done on an annual basis which provides the opportunity for review of the functions and targets in relation to PPC.</p> <p>Periodic stakeholder consultation takes place with external businesses and residents in relation to the whole Environmental Health Service. The most recent consultation exercise (2007) did not specifically address the PPC function although it is understood that a previous consultation exercise did.</p>
C3	The PPC specific enforcement procedure is currently being amended to take account of the completion of the IPC system.
C4	The Business Plan sets a target of 100% of required inspection numbers to be completed within the year and that all complaints are responded to within 2 working days.
C5	<p>Inspection numbers consistently exceed those required. Statistics produced in relation to complaint response times do not differentiate PPC related complaints. It is understood that PPC installations give rise to approximately 5 complaints per year which is less than 0.1% of the complaint totals.</p> <p>Nevertheless complaints response statistics are in the order of 95% within 2 day target. Given the staff dedicated to the PPC function it is understood that PPC related complaints are typically responded to on the day of receipt.</p>
C6	The targets within the Departmental Plan are reported to the Elected Members at the Health and Environmental Services Committee. The Departmental Plan does not deal with PPC targets; however participation in the auditing process is part of the current plan. The performance against the recommended inspection numbers is reported upon a six monthly basis to the Industrial Pollution and Radiochemical Inspectorate.
C7	The Civica software system is used for the management of the programme of inspections, for reporting on completed inspection numbers, for record keeping and note taking of all visits, telephone conversations and correspondence in relation to installations and complaints.
C8	The Civica software system is used to allocate time for all tasks undertaken under each installation. Non-installation specific costs, such as training courses are coded using a 'TMT' code which can then be incorporated into the total for the PPC function. Time / cost accounting is not routinely reported on. Reports have been produced as needed, for example as a result of a recent Department of the Environment enquiry or for the Elected Members as background to the

	introduction of the PPC specific enforcement policy.
C9	All permitted installations are invoiced at the beginning of the financial year (April). Any new permits issued are charged pro rata to the end of the financial year to ensure that all subsistence fees are due at the same time. Invoices are raised, checked for payment and processed by the Directorate Support section of the Health and Environmental Services Department. Letters accompanying invoices are signed by the Principal Environmental Health Officer. The Civica system is used to make a note of when invoices are sent and payment received so that officers can view this information on all installation records.

### Competence and Training / Authorisation:

D1	A PPC specific authorisation procedure exists, "Belfast City Council – Procedure for authorisation of officers engaged in Industrial Pollution Control Duties". The procedure documents the method for the progressive authorisation of staff depending upon experience and training.
D2	The power to authorise staff is delegated by Council to the Director of the Health and Environmental Services Department.
D3	PPC Authorisation file contains copies of all qualifications. Central training records database holds details of all staff training.
D4/D5	Authorisations were present for both officers undertaking PPC functions. A full authorisations signed by the Director was available detailing all legislation which the respective officers may operate under. A recently introduced system of progressive authorisation for PPC functions has been introduced and existing staff details have been added to this system. The documentation relating to the progressive authorisation based on experience and competence was signed by the Head of Service rather than the Director.
D6	Arrangements are guided by the stated procedure with incremental authorisation linked to competencies.
D7	Evidence existed of a system of progression through the attainment of competency.
D8	All new staff are work-shadowed as an introduction commencing with the lower risk premises. More complex permits are introduced as competency is developed with the officer. All correspondence in all cases is checked by the Principal Environmental Health Officer.
D9	All staff are subject to a Personal Development Planning process and the Unit has a specific training plan. Individual staff produce a PDP annually which includes a performance assessment and training needs analysis. The process includes a 6 month review against the PDP target and 2 one-to-one meetings with the line manager.
D10	The Council has a commitment to staff development and this is shown in the Unit's Business Plan. An Environmental Health Service Training Policy and Procedure exists to ensure consistency and targeted delivery of training to meet Corporate and Unit objectives.
D11	The Unit Business Plan provides the link to the Service Training Policy. Compliance with the PDP system is a measured indicator within the Business Plan.

**Investigation of complaints about the District Council:**

E1	Belfast City Council has a generic Corporate Complaints Procedure.
E2	The Policy was adopted by the Policy and Resources Committee of 18 <sup>th</sup> June 1999 and was agreed by full Council on 1 <sup>st</sup> July 1999.
E2b/E2c	The Policy is reproduced on the Council's web-site.
E2d	The Policy is revised as necessary and evidence was provided of a previous (1995) version of the policy.
E3	A guidance leaflet has been produced entitled, "Corporate Complaints Procedure – A Guide for Staff". This leaflet provides broad details of who is responsible for investigations, the timeframe and the various stages that may be involved. As a generic leaflet there is no specific detail provided as to how to deal with specific types of complaint.
E4	The procedures specify the action that will be taken, the stages and who is responsible at each stage, the timescales, the recording mechanisms with the Service Complaints Officers, the procedure for anonymous complaints and how results will be reported.
E5	No complaints have been received in relation to the delivery of the PPC function.

**Premises Profile, Enforcement Statistics and Promotion of the Service:**

F1	Copies of all 6 monthly returns were produced as evidence.
F2	Statistics are not reported to Council. Percentage of required inspection numbers is reported to the Head of Service and the Environmental Health Management Team.
F3	86 permits existed at the time of last 6 monthly return (September 2007). 2 permits have been revoked since.
F4	The Department of the Environment's Guidance Manual is followed. No specific procedures exist.
F5	One installation has not been completed. It relates to a concrete batching plant and is expected to be completed before the due time of May 2008.
F6	All planning applications received are scrutinised by the relevant officers within the Environmental Protection Unit. Any potential LAPPC installations are notified to the Principal Environmental Health Officer. Furthermore, the planning list circulated by the Department of the Environment is scrutinised by the Principal Environmental Health Officer. In addition staff will monitor the district for potential new installations when conducting other duties. Information in relation to existing premises such as dry-cleaners is obtained from Street Directories, Yellow Pages and local officer knowledge.
F7	All new applicants are visited and advice given. New applicants are invited to submit a draft application in the first instance in order that issues can be addressed at the earliest possible stage. All applicants are provided with a copy of the relevant process guidance note and further assistance is offered. It was noted that the IPC Guidance Forms used under the previous regimes have not been updated to take account of PPC and it was felt that an updated version would be of assistance to new applicants.

**Premises Working Files:**

	A total of 4 files were examined, 1 petrol station, 1 dry cleaners, 1 powder coating and 1 animal feed mill. The files were selected randomly. 3 out of the 4 premises had authorisations transferred to permits. The dry cleaning permit was not subject to the former IPC regime.
F8	All files inspected reflected the most recent progress guidance note for each permit issued.
F9	Only 1 coating process file was reviewed. Permit conditions were reflective of the compliance route chosen by the process operator. The permits did contain a clear condition regarding the use of Risk Phrase substances. Solvent management plans are required under the permit conditions. Permit conditions covered aspects relating to the non SED upgrade issues.
F10	All premises were risk assessed in March 2008. The risk assessment process has been carried out in accordance with the LA-PPC Risk Method (April 2005) guidance. Hard copies of the risk assessments for all installations are kept within one central file as opposed to within each working file. The Civica software system used by the council does not contain a risk assessment function and risk assessments are maintained manually. It is understood that the risk assessment for each installation is reviewed post-inspection and that the risk assessment process is undertaken only when there is a change in either the process or management practice. It was noted that the premises working files do not contain a note of the risk assessment review having been conducted. It is recommended that working practices be amended to include a note of this review.
F11	There was evidence to show that the inspection of permitted processes is based on the risk based assessment method. All files did not contain a copy of the risk assessment scoring undertaken post-inspection. It is recommended that the council incorporate a documented post-inspection risk scoring or review within each working installation file.
F12 /F13	In each of the files examined there was clear documented evidence that inspection aide memoirs drafted by the inspector were used during each visit. These notes were followed up by detailed computer held notes within the Civica computer package.
F14	The level of evidence depended upon the nature of the pro forma or aide memoire used during the inspection. Where more recent pro formas were used it was evident that all of the activities from a full site walk, to spot checking of emissions to records checking had been undertaken on a routine basis during each inspection. However, limited detail was captured on a the aide memoires and the council may wish to review all of the pro formas and aide memoires used to assist in the inspection process.
F15 / F16	The public register files are held within the Environmental Protection Unit of the Council. A single filing cupboard holds all public register files, however Part A, B and C premises are clearly distinguishable. All public register files were noted to be maintained in a meticulous manner, each being filed with individual reference numbers and an accompanying record book.
F17 / F18 /	The public register is controlled by the Principal Environmental Health Officer and an administrative assistant within the Environmental Health Service is

F19	responsible for the maintenance and updating of the register. A documented procedure for public access to the files was prominently displayed within the respective filing cupboard. Individuals were not specified within the procedure, however, access would be facilitated by either the Principal Environmental Health Officer or the Environmental Protection Officer (Industrial Pollution) who are both familiar with the access requirements.
F20 / F21	4 files from the public register were selected at random and inspected. The public register files were found to contain all relevant contents as per the PPC regulations and Part C manual.
F22	The Part A/B register is kept in the same filing cupboard as the Part C register however the different elements are clearly distinguishable.

#### Documented Procedure and List of Legislation / Guidance:

G1	Belfast City Council uses the Guidance manual issued by the Department of the Environment to determine its PPC procedures. Internal procedures have not been produced.
G2	The Council holds the current (December 2007) list of Environmental Protection legislation and guidance.
G3/G4	The Council has a complete set of the 12 key legislation and guidance documents.
G5	Copies of all guidance notes for processes in the district are held within the Environmental Protection Unit.
G6	The officers were able to demonstrate access to the AQ notes and Environment Agency – LAPC website. Belfast City Council no longer uses the Barbour Index for access to technical documents. An alternative service provided (IHS) is used which appears to provide access to a similar level of information.
G7	No other management systems or databases are used by the Council.

#### Facilities and Equipment:

H1	The Council has access to all relevant equipment and personal protective equipment.
H2	There is no other equipment routinely used in the inspection and investigation of PPC installations, however the Environmental Protection Unit has access to a wide range of scientific equipment and meters.

#### Premises Working Files:

I1	Individual working files exist for all permitted installations. Each application received is also kept in an individual working file as are applications being sought.
I2	All of the premises working files inspected were found to be in place within the public register.
I3	An 'Application Record Form (I.P.C.)' is used by the council to track the application process with the relevant timeframes clearly indicated. It is understood that an updated version has been produced for new applications.

14	The working files inspected clearly showed a constituent inspection regime over a number of years.
15	The premises working files contain copies of all correspondence and inspection notes and pro formas. The Civica software system also is used to maintain records of all correspondence, telephone conversations, inspections notes, observations and time-spend per activity per installation.
16	The file system used by the council allows for a reasonable amount of documentation to be securely maintained within a single folder. Of the files inspected, none appeared to be over-burdened or unworkable.
17	The council currently has no installations which have required commercial confidentially information to be held.

#### Inspection records and follow-up letters:

J1	Inspection reports are not routinely provided at the end of each completed inspection. However, as an alternative the council does write to permit holders post-inspection to advise of the inspection outcome.
J2	The council uses pro formas and aide memoires to guide the inspection process and to capture the required information. From the premises files inspected it was demonstrable that the more recently produced pro formas contained more complete detail on the inspections undertaken. The aide memoires were of limited scope. It would be recommended that all aide memoires are reviewed and amended as necessary to gather details on the person interviewed, the areas inspected, the specific legislation and guidance note, any recommendations given or literature distributed and a specific section in relation to action to be taken or considered post-inspection.
J3	From the premises working files inspected it appeared that all proposed actions were completed post-inspection.
J4	Follow-up letters to permit-holders were found to be of a high quality and provided clear references, explanation and timeframes of any requirements for further action. All correspondence was noted to contain an invitation to discuss the matter further or seek clarification from the respective officer.

#### Enforcement and Suspension Notices:

K1 / K2	The council have issued 1 Enforcement Notice in the last 4 years. No Suspension Notices have been issued. The Enforcement Notice inspection was observed to have been served under the correct legislation and was correctly signed. The reasons for the enforcement action were specified in an attached schedule together with the timeframe for compliance. Appeal details were attached to this notice. A copy of the signed notice was held on file. The same notice was observed within the public register. It was noted that the Enforcement Notice did not contain a phrase which explained that works of an equivalent effect to those specified in the schedule would be acceptable. It is recommended that any template notices used by the council are reviewed and amended to reflect this principle.
K3	It is understood that all Enforcement Notices are hand-delivered to the process operator and the opportunity is taken to explain the Notice and requirements at

	that time. It was noted that the copy Notice maintained in the file was not marked with any details relating to service and that this information was held on the Civica system. It would be recommended that all Notices hand-delivered are annotated with the date, time and person upon whom the Notice was served.
K4	The Enforcement Notice examined was served under the IPC regime and contained limited appeals detail. However, it was noted that the more-recent PPC Variation Notices all contained specific detail on the mechanism and procedure of appeal.
K5	It was noted that the working file contained a follow-up letter which confirmed compliance with the requirement of the Enforcement Notice served.
K6	All Notices served were found to be on the Public Register.

**Variation Notices:**

L1	A total of 3 Variation Notices were examined. All were found to be appropriately signed by the respective officers.
L2	The Notices examined clearly detailed the variations required, the timeframe for the variations to take place and the appeals timeframe and mechanisms.
L3	As with the Enforcement Notices the Civica system is used for noting the details of the hand-delivery of the Notices. It would be recommended that all Variation Notices are also annotated with the date, time and person upon whom the Notice was served.
L4	The Variation Notices examined were all found to be present on the public register.



## **Recommendations and improvements.**

### **List of recommendations:**

F10 (i)	<i>The council should ensure that a copy of the most recent completed risk assessment is maintained in each individual installation file as well as the Civica system.</i>
F10 (ii)	<i>Furthermore it is noted that neither the Civica system nor the premises working files contain any record of the risk assessment score having been reviewed post-inspection. It is understood that a full risk assessment is only likely to be undertaken if the process or management practices at the installation have changed. However, where such changes have not taken place, the council should demonstrate at least once per year that the last risk assessment rating is considered to remain appropriate.</i>

### **List of improvements towards best practice:**

A4	<i>It is understood that the council's PPC-specific enforcement policy is currently under review to reflect legislative changes. Once completed the council should consider posting the PPC-specific enforcement policy on the council's web-site or as an alternative providing all process operators with a copy of the policy.</i>
B3 (i)	<i>The council should consider amending the Civica system in order that all PPC inspection reminders are displayed on the Principal Environmental Health Officer's computer to assist in the management of the inspection programme.</i>
B3 (ii)	<i>The council should consider amending the monitoring and reporting of inspection numbers to include a measure of the percentage of all installations that were inspected in the reporting period. This will aid the inspection of the full range of individual permitted installations within the reporting periods.</i>
B3 (iii)	<i>The council should consider including a specific table in the annual Work-plan indicating the number of inspections per process type and the period of the year inspection is required. This will aid the district council in the delivery of the inspection programme.</i>
F14 / J2	<i>The council should consider a review of all the pro formas and aide memoires used in the inspection process. Amendments should be made where necessary to capture information on the person met on site, the areas inspected, the files reviewed, guidance or literature given, follow up actions required and the legislation and guidance note relevant to the inspection.</i>
K1 / K2	<i>The council should consider attaching a statement to all Enforcement Notices issued advising that measures of an equivalent effect to those specified would be deemed acceptable.</i>
K3	<i>The council should consider annotating all copies Enforcement and Variation Notices maintained on the working files with the detail of the date, time and upon whom they were served.</i>

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**Belfast City Council**

<b>Report to:</b>	Health and Environmental Services Committee
<b>Subject:</b>	<b>Review of the Council's Industrial Pollution Enforcement Policy</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	Suzanne Wylie, Head of Environmental Health, ext 3281
<b>Contact Officer:</b>	Jim Hanna, Principal Environmental Health Officer, ext. 3313

**Relevant Background Information**

For a considerable number of years, local authorities have been charged with a general responsibility for the control of pollution from industrial processes. Prior to the introduction of the Industrial Pollution Control (NI) Order 1997 the Council on the whole undertook a reactive, rather than a controlled approach, using nuisance and similar powers.

The Industrial Pollution Control (NI) Order divided the enforcement responsibilities in Northern Ireland between the Industrial Pollution and Radiochemical Inspectorate (IPRI) of the Northern Ireland Environment Agency (NIEA) and district councils. In essence a three-tier system operates in respect of the industrial processes that this legislation aims to control, the top two tiers being the responsibility of the IPRI and the third being the responsibility of district councils.

The Industrial Pollution Control (NI) Order 1997 was subsequently replaced by the Pollution Prevention and Control Regulations (NI) 2003. This was done by a phased approach and was completed in 2007.

The effect of the above legislation is that designated industrial processes with a potential to pollute air, land or water are required to make application for a permit. The permit will impose conditions on the operation of the process to ensure a high level of protection of the environment.

To date some 83 premises in Belfast have been issued with such permits by the Council under the above legislation. These cover :- Petrol Stations, the Storage and Processing of Coal, the Storage and Handling of Cement, Timber Storage and Manufacture, Coating activities relating to cars, buses and trains and the Treatment of Animal and Vegetable Matter.

The Government has instigated the principle the 'polluter should pay'. The Council can therefore levy a charging scheme on the operators of the prescribed processes. The fees collected in the financial year 2007/8 exceeded £30,000.

In 2004 the Council adopted a general Enforcement Concordat similar to that published by the Cabinet Office and the Local Government Association in 1998. This dealt with all Environmental Health issues and all enforcement functions across the authority. In 2005 the Council considered that a more detailed Enforcement Policy specifically for Industrial Pollution Control was required.

The object of this enforcement policy was to detail for the operators of installations, the decision framework applicable in deciding which enforcement powers, if any, will be used to enforce the requirements of the legislation. It detailed the principles by which Belfast City Council sought to carry out its powers and duties under the legislation efficiently and effectively, and in a way which was open, clear and helpful to business and industry.

**Key Issues**

The original Industrial Pollution Enforcement Policy was written to cover that period when both sets of legislation were jointly in operation.

With the replacement (in a phased process up to 2007) of the Industrial Pollution Control (NI) Order 1997 by the Pollution Prevention and Control Regulations (NI) 2003 the current Industrial Pollution Enforcement Policy requires to be updated and amended.

The general ethos of the new document remains unchanged and the updated policy reflects the principles of the Concordat and the Government's approach to Better Regulation, making it clear to businesses that the Council is committed to providing an effective and fair service, in a consistent and proportionate way.

The new enforcement policy is attached.

**Resource Implications**

There are no new resource implications in relation to this report.

**Recommendation**

The Committee is asked to adopt the updated Enforcement Policy in relation to its Pollution Prevention Control function.

**Key to Abbreviations**

IPRI – Industrial Pollution and Radiochemical Inspectorate  
NIEA – Northern Ireland Environment Agency

**Document Attached**

Enforcement Policy for Local Authority Air Pollution Control under the Pollution Prevention and Control Regulations (NI) 2003

## **Belfast City Council**

Enforcement Policy for Local Authority Air Pollution Control  
Under the  
Pollution Prevention and Control Regulations (NI) 2003

### **Statement of Policy**

#### **Introduction.**

- 1.1** One of the stated objectives of Belfast City Council is to improve the quality of life, now and for future generations by creating a cleaner, more attractive, safer and healthier city, with a strong economy.
- 1.2** One of the means to achieve this objective is the enforcement of the Council's powers to control air pollution from prescribed installations under the Pollution Prevention and Control Regulations (NI) 2003.
- 1.3** The object of this document is to detail for the operators of such installations, the decision framework applicable in deciding which enforcement powers, if any, will be used to enforce the requirements of the legislation.

#### **2. Principals of Enforcement**

- 2.1** Belfast City Council (herein afterwards designated as the Council) will seek to carry out its powers and duties under the legislation efficiently and effectively, and in a way which is open, clear and helpful to business and industry.
- 2.2** The Council will endeavour to ensure that businesses in its area are fully aware of and understand their responsibilities under the legislation and will in all communications distinguish between advice and legal requirements.
- 2.3** The Council will endeavour to ensure that businesses do not unnecessarily expose themselves to enforcement action through lack of information or understanding, and that formal enforcement action does not come as a surprise.
- 2.4** The Council will endeavour to discuss fully with business any compliance failures or difficulties, and undertakes to give full consideration to the views of business before exercising any of the enforcement powers available to it.
- 2.5** The Council affirms its commitment to achieving consistent, balanced and fair enforcement of the provisions of the legislation. To achieve this, regard will be had to the legislation, General and Specific Process Guidance Notes and other relevant guidance from the Northern Ireland Environment Agency (NIEA).
- 2.6** The Council will ensure that all authorised officers are fully acquainted with the requirements of this policy.

**2.7** The Council will endeavour to ensure that adequate resources are available to implement and enforce its responsibilities fairly and consistently and where resources need to be targeted then this will be done as far as is reasonably practicable according to the known or perceived environmental risks and hazards. The Council will ensure that the BAT principle for PPC installations is correctly interpreted, having regard to national guidance, in order to ensure that unreasonable financial and technical demands are not placed on any business sector.

**2.8** In coming to any decision as to which is the appropriate form of action regard will be had to this policy document, and in particular the following criteria –

- The seriousness of the offence
- The degree of risk imposed
- The attitude and past performance of the offender
- Confidence in management and the robustness of the systems in place to ensure future compliance
- The likely effectiveness of the various enforcement options
- The consequences of non compliance
- The public interest

**2.9** The ultimate sanction of prosecution will normally only be contemplated if the Council is satisfied that it has taken all reasonable steps to secure compliance by other means, or where –

- There is a risk of serious pollution of the environment or harm to health
- There is a significant disregard of responsibilities under the relevant Environmental Protection legislation
- The offence is of such gravity that other forms of action are inappropriate

The Council will seek to achieve the above objectives by means of the decision framework described below, which describes the enforcement action considered appropriate in the circumstances described. Departure from the decision framework will only be made in exceptional circumstances and following discussion with an appropriate senior officer.

### **Decision Framework**

#### **1. Promoting awareness of the requirements of the Legislation**

**1.1** The Council will seek out businesses operating Prescribed Installations under Regulation 10 of the Pollution Prevention and Control Regulations (NI) 2003.

Where a company is suspected of operating, whether knowingly or not, an Installation which requires a Permit, the Council will make the company aware of the fact and, depending on the circumstances, request relevant information either informally, or by formal notice (see 10) and, dependent on the information received, write to the company and invite them to make an application, within 14 days or such longer time as agreed.

The Company will then be given information and advice as to the legal requirements, technical guidance, the potential effects of emissions on the environment and the need to adopt BAT.

## **2. Processing Applications**

**2.1** All applicants approaching, or approached by, the Council will be given advice and guidance on making an application, together with the opportunity to discuss a draft application prior to submission. Applications will only be “duly made” if they satisfy certain minimum requirements. In the case of an existing installation each application will be followed by a formal site inspection to view the whole process.

The Council may request further information prior to the determination of the application by serving a notice under Regulation 29(2) of the PPC Regs (NI) 2003.

The council will consider all requests for information to be classified as commercially confidential in accordance with the requirements of the legislation.

**2.2** The Council will determine all applications within the determination period laid down by the Secretary of State.

The Council will endeavour to decide applications within 6 months in relation to both new or existing installations. The only exception is for applications for new waste oil burners under 0.4MW which operate using waste oil generated by the applicant from his other activities on the same site, in which case a 2 month period applies. If either party requires an extension the determination period this can be done by agreement in writing.

Applications will only be refused if it appears to the Council that the installation will not meet the required standards or where the operator has failed to comply with any requests for supplementary information or where the application has been superseded.

**2.3** The Council will issue permits with conditions that are workable, relevant to air pollution control, clear and enforceable.

**2.4** All permits will be initially issued in draft form and the operator will be given up to 10 working days to query the suitability or meaning of the conditions.

The Council will respond to operator’s concerns on draft conditions within 5 working days, and will make every effort to resolve those concerns, including consultation with NIEA, and other relevant bodies, where appropriate.

The conditions will be drafted taking account of the Process Guidance Note(s) most aptly fitting the process and the way it is operated.

Permits will be accompanied by clear guidance on the operator’s right of appeal to the Northern Ireland Environment Agency.

**2.5** Permit conditions will make operators aware of what actions they are required to carry out, either with immediate effect or at some future date.

Conditions may either come immediately into force or may require the operator to undertake or commence specific actions at some time in the future.

### **3. Compliance Monitoring**

- 3.1** The Council's inspector will make regular routine site visits to inspect processes and discuss any matters arising with the operator

The Council's inspector will carry out an assessment to determine how many routine site visits are required for each particular installation. Visits will usually be made following prior appointment with the operator.

The inspector may wish to inspect the whole of the process operation or certain aspects of particular interest on that occasion.

- 3.2** The Council's inspector shall make such random inspections of installations as deemed necessary, and at such times as are considered appropriate.

The Council's inspector will, from time to time, carry out observations and inspections, and make such records as considered necessary to assess the operator's performance in complying with permit conditions and any adverse affects on the amenity of the neighbourhood.

- 3.3** The Council will respond to complaints relating to the operation of the installation.

In most cases the operator will be made aware of the complaint(s) at the earliest opportunity although the identity of the complainant(s) may not be disclosed.

- 3.4** Where the Council is of the opinion, by virtue of a site visit, inspection or complaint, that an unauthorised emission is arising from an installation the operator will be required to investigate, locate and remedy the cause.

The Council will normally, initially, inform the operator orally, on site or by telephone, of its opinion and require immediate action to be taken to remedy the problem.

The Council will then consider whether or not there has been any breach of the permit conditions, whether the problem has arisen from an unseen accident or cause, and whether any variations to the authorisation conditions are required.

- 3.5** If in an inspector's opinion, a prescribed installation is being carried on in such a manner as to involve an imminent risk of serious pollution of the environment, then the Council's inspector has powers to enter premises at any time under Regulation 27(3) of the PPC Regs.

If an imminent risk of serious pollution is perceived the Council's inspector will enter the site and make any necessary investigations. These investigations may include the interviewing of any Director, Manager or employee, the taking of photographs, seizure of articles or the examination of plant, equipment or records and may result in formal action being taken (see 7, 8, 9, 10 and 11).

### **4. Communication**

- 4.1** The Council will endeavour to communicate any changes in legislation or guidance to all operators as required.

The NIEA will from time to time, amend legislation and/or guidance notes and the Council recognises the importance of communicating such changes to operators at the earliest opportunity.



- 4.2** The Council will endeavour to communicate information relating to new technologies in abatement or monitoring equipment.

Whilst respecting commercially sensitive information relating to individual operators, the existence of newly developed techniques that represent BAT for particular industry sectors, developed either by individual operators or commercial suppliers, will be made known to operators in that sector.

The Council will not, however, recommend as a matter of preference any particular commercial supplier or product but will expect to investigate the appropriateness of all available technologies in achieving the BAT objective.

- 4.3** In all communications the Council will endeavour, so far as is possible, to be clear, concise and unambiguous so that the recipients are in no doubt as to the meaning and clearly understand what action, if any is required.

## **5. Payment of Fees**

- 5.1** No application for a permit will be considered without the payment in advance of the appropriate fee. Any application received without the appropriate fee (set annually by NIEA) will be returned to the applicant as not being duly made.
- 5.2** The Council will by written letter and invoice, request payment in respect of the Annual Subsistence Fee. Operators are required to pay this charge on the 1<sup>st</sup> April each year. Failure to pay may result in revocation of the permit (see 9.1).
- 5.3** The Council will not consider issuing a variation notice under Regulation 17 of the PPC Regs. In respect of a substantial change to the installation unless written notification has been received and the appropriate fee has been paid.

Where the Council considers an application for a change in the installation to be a substantial change, the Council will notify the operator in writing and request payment of the requisite fee and advertisement of the proposed change.

## **6. Working Relationships**

- 6.1** The Council will so far as is possible for an enforcing authority, endeavour to foster a good working relationship with operators.

The Council recognises the practical and financial implications of the legislation on operators and the need for a spirit of co-operation to enable operators to develop a sensible business strategy for the achievement of BAT.

- 6.2** As part of the envisaged good working relationship, the Council will seek to remedy technical or minor infringements without resorting to formal or legal action.

In the event of an operator failing to comply with permit conditions the Council will consider how best to proceed. Normally the response will be by informal letter but in cases where operators have a poor history of complying with informal requests, or where the contravention(s) is (are) deemed to be of a more serious nature, more formal action may be taken.

Where informal letters are used they will state which conditions have been contravened and how. The letter will inform the operator that legal proceedings may be instituted if the operator fails to ensure compliance with the stated

conditions within the time limit specified. Where possible the time limit will be agreed with the operator.

Such informal enforcement relies on goodwill and co-operation but operators will be reminded of the consequences of failing to secure compliance which could result in enforcement, prohibition, revocation or prosecution (see 7, 8, 9, 10 and 11). Operators should be aware that legal proceedings may result if permit conditions are blatantly disregarded.

## **7. Enforcement Notices**

**7.1** The Council will exercise its powers under Regulation 24 of the PPC Regs. by serving formal enforcement notices where necessary.

Whilst wishing to foster a good working relationship operators should be in no doubt that if the appropriate response to the Council's informal approach is not forthcoming, then the Council will either issue formal enforcement notices, or institute such legal proceedings as deemed appropriate.

In some cases enforcement notices may be served in place of informal letters. This is likely to occur when the permit contravention(s) are considered to be :-

- particularly serious, or
- when there have been multiple contraventions, or
- when there is a past history of poor compliance following informal approaches by the Council.

Enforcement notices will normally be accompanied by an explanatory letter stating why such action has been taken and will be comprised of a legal notice and detailed schedule.

Enforcement Notices will, in accordance with the relevant legislation, specify what, in the opinion of the Council is constituting the breach, what is required to rectify the situation and the timescale within which it should be achieved.

The decision to issue an enforcement notice should be seen by the operator as a final warning that further lack of appropriate response will result in prosecution (see 11). The decision to issue a notice will only be taken on the basis of evidence collected by a Council inspector.

## **8. Suspension Notice**

**8.1.** The Council will exercise its powers under Regulation 25 of the PPC Regs.(Suspension Notice) by serving the relevant notice, on part or all of a installation where the inspector is satisfied that there is an actual or imminent risk of serious pollution of the environment.

The use of Suspension Notices is considered by the Council to be an emergency measure to prevent serious pollution occurring or continuing, and to promote immediate remedial action by the operator. It need not relate to a breach of permit conditions. The relevant notice will take immediate effect and stop the operation of part, or all of the process until such time as the Council is satisfied that the risk has been abated. Such notices will normally be served by hand, on the most senior representative of the operator on site at the time and a copy will be served on the Company Secretary or Director by post.

The Council's inspector will take such steps as are deemed necessary to ensure immediate effect of the notice by visiting the site and if necessary, exercising powers under Regulation 27(3) of the PPC Regs. The operator will be made fully aware, both in the notice and orally, of the reasons for the notice being served and the steps required to remedy the situation.

The operator should note that failure to comply with a suspension notice will normally result in Prosecution (see 11) and the Council may apply to the Courts for an injunction enforcing the terms of the notice.

## **9 Revocation Notices**

**9.1** The Council may exercise its powers under Regulation 21 and 22 of the PPC Regs. By serving a notice revoking the Permit and rendering the continued operation of the process unlawful.

Where an operator, after being served with a reminder, fails to pay the annual subsistence fee the Council may issue a revocation notice under Regulation 22(8) against which there is no right of appeal.

Where it is believed that an installation has not been operated for a period of 12 months, the Council may issue a revocation notice. The operator would in this case have a right of appeal (see 12).

The Council may also revoke a permit in other appropriate cases. This could happen when an operator makes a change to a permitted installation which has the effect of exempting that premises from control.

## **10 Requesting Information**

**10.1** The Council will exercise its powers under Regulation 29(2) of the PPC Regs. By serving formal notices requesting information to be provided where it considers it has reasonable grounds for doing so.

Where the Council suspects, for whatever reason, that a prescribed installation may be being carried out at any premises, a formal notice may be served in circumstances where information is required to determine whether or not the process requires a permit.

It will specify what information is required, the form it is required in and the timescale within which it is required. If on the basis of the information supplied, the process is deemed to require permitting the operator will be advised accordingly and invited to make an application (see 1). The operator should note that failure to comply with such a notice may result in prosecution (see 11).

## **11 Prosecution**

**11.1** The Council may exercise its powers to prosecute offenders by virtue of Regulation 33 of the PPC Regs. Where there is a contravention of the legal requirements of the legislation.

Where informal or formal action has failed to secure the appropriate response of an operator of a permitted installation, or the operator has shown a significant disregard for the legal requirements of the legislation, or any permit condition, then

the Council will consider prosecution. In such cases regard will be had to the following factors –

- The seriousness of the offence
- The degree of risk imposed
- The attitude and past performance of the offender
- The robustness of the systems in place to ensure compliance
- The public interest

Where it is considered that prosecution would probably be successful but, taking into account the above factors it is considered to be inappropriate, the Home Office's Formal Caution Procedure (Circular HO 59/1990) may be adopted, subject to the operator admitting the offence, in writing and agreeing to be cautioned. Such a caution would be registered against the operator and may be cited in any subsequent legal proceedings.

Persons found operating prescribed installations without a permit after the date by which all similar installations should have been permitted will normally be prosecuted regardless of the above factors.

## **12 Appeals**

**12.1** The Council will advise operators on the procedures for making an appeal under Regulation 28 of the PPC Regs.

Where an operator is considering an appeal, the Council would wish to enter into meaningful discussions to endeavour to resolve the matter to mutual satisfaction.

When the operator wishes to proceed with the appeal the Council will give advice on the correct procedure to be adopted. In order to minimise costs, the Council will normally agree to the appeal being considered by the NIEA on the basis of written submissions. However, where an appeal relates to matters of public concern, the Council may request a public hearing.

## **13 Further Information**

For further information on Industrial Pollution Control in Belfast, or to comment on this Policy Document please contact :-

**Mr. Jim Hanna  
Principal Environmental Health Officer  
(Environmental Protection)  
Belfast City Council  
Cecil Ward Building  
4-10 Linenhall Street  
Belfast, BT2 8BP**

**028 90320202X3313  
hannaj@belfastcity.gov.uk**

14 Glossary of Terms

<b>PPC Regs.</b>	The Pollution Prevention and Control Regulations (NI) 2003
<b>Permit</b>	A document issued by the Council authorising the carrying on of an installation, subject to conditions, under Regulation 10 of the PPC Regs.
<b>Council</b>	Belfast City Council ( The Enforcing Authority)
<b>BAT</b>	Best Available Techniques – the main basis for determining standards under the PPC Regs.
<b>Existing Installation</b>	An installation put into operation before the relevant date for that installation,
<b>New Installation</b>	An installation put into operation on or after the relevant date for that installation,
<b>Offences</b>	Regulation 33(1) of the PPC Regs. Defines Offences under the Regulations and sub-sections (2), (3) and (4) set out the maximum punishment for such offences (offenders can be liable to a maximum fine of £30,000 and to imprisonment for up to 5 years for each offence).
<b>Operator</b>	The person or company carrying on or having control over a prescribed process/installation.
<b>Process Guidance Note</b>	Guidance issued by the Department of the Environment (NI) from 2008 Northern Ireland Environment Agency Giving guidance on emission limits, monitoring, materials handling and good housekeeping practices.



**Belfast City Council**

**Report to:** Health and Environmental Services Committee

**Subject:** **Tender for the Collection and Analysis of Samples from Dargan Road Landfill Site**

**Date:** 5th November, 2008

**Reporting Officer:** Suzanne Wylie, Head of Environmental Health, ext 3281

**Contact Officer:** Siobhan Toland, Environmental Health Manager (Environmental Protection), ext.3312

**Relevant Background Information**

Staff from the Environmental Protection Unit provide monitoring and sampling services at the North Foreshore to ensure that the Council complies with relevant legislation and its duty of care in respect of landfill gas and other discharges through leachate. In relation to the latter type of discharge, the Council must comply with the conditions set in Waste Management Licence LN/08/46/C and requirements under the Landfill Regulations (Northern Ireland) 2003, the Water (Northern Ireland) Order 1999 and the Groundwater Regulations (Northern Ireland) 1998.

The Unit undertakes a regular programme of sampling for a range of parameters at the Dargan Road site. The samples taken include, leachate, groundwater, marine and surface water, discharge and marine muds. Samples are taken on a monthly, quarterly and annual basis and are sent to a specialised laboratory for detailed analysis for a number of indicator parameters. The resultant trends are monitored for compliance with the above regulations.

The main objectives of this monitoring is to:

- Meet requirements of Waste Management Licence LN/08/46/C
- Demonstrate that the design measures in place are effective,
- Show that discharges are not causing significant environmental impact by comparison with baseline data,
- Provide warning of changes requiring further investigation,
- Manage the site to ensure it does not cause significant environmental impacts.
- Provide data for statutory returns to the Northern Ireland Environment Agency.

The current contract for the collection and analysis of the samples was for 3 years and it expires in December, 2008. This contract was arranged by the Waste Management Service previously as it holds accountability for carrying out the effective management of the regime related to the Waste Management Licence. This time round, the Environmental Protection Unit will arrange and manage the contract. However the cost of the contract will be met from the Waste Closure Plan.

It should be noted that the regime for monitoring will be in place long after the closure of the landfill site. It is recommended that this contract is awarded for a maximum of three years in order to ensure continuity and consistency in approach. The Waste management Service has made provision to include this in the financial provision for the Landfill Closure Plan for the next 3 financial years.

### **Key Issues**

The environmental implications of the above are of high importance as hydrogeological and atmospheric emissions from a landfill need to be monitored for their potential impact on the environment. Landfill gas (and in particular methane) is an Ozone Depleting Substance (ODS)). The monitoring of these and leachate from the landfill site is an essential requirement placed on the Council under the EC Landfill Directive and demonstrates the Council's commitment to protecting the environment.

The existing contract for the collection and analysis of samples from Dargan Road Landfill Site will expire on 31 December 2008. The Service therefore proposes to let a contract for a period of one year, with an annual renewal option thereafter, for a further two years, subject to satisfactory performance.

A Quality/Price matrix of 70/30 will be applied against the tenders and scored on the basis of information provided in line with the stated evaluation criteria, i.e.:

- Cost
- Service delivery – including sample collection provision
- Experience
- Ability to work in partnership
- Technical capacity / limits of detection
- Technical capability

Once the tenders have been evaluated against the agreed appropriate criteria, and on the advice of the procurement unit, the contract will be awarded via the delegated authority of the Director of Health and Environmental Services.

### **Resource Implications**

The budget provision for the year 2008/2009 for sampling services is provided within the Waste Management Service under the Closure Plan for the Landfill site. The cost per annum is estimated at approx £45,000. The cost over the three year period of the contact is estimated at around £140,000



<b>Recommendation</b>
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The Committee is requested to approve the commencement of a tendering exercise for the provision of a service for the collection and analysis of samples from the Dargan Road landfill Site.
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<b>Key to Abbreviations</b>
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None
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<b>Documents Attached</b>
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None
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**Belfast City Council**

<b>Report to:</b>	Health and Environmental Services Committee
<b>Subject:</b>	<b>Suzy Lamplugh Trust National Personal Safety Awards</b>
<b>Date:</b>	5 <sup>th</sup> November 2008
<b>Reporting Officer:</b>	Suzanne Wylie, Head of Environmental Health, ext 3281.
<b>Contact Officer:</b>	Elaine McWilliams, Information Officer, Community Safety, ext 3393

**Relevant Background Information**

The Suzy Lamplugh Trust runs an annual Personal Safety Awards Scheme aimed at encouraging organisations and individuals to take action to improve the personal safety awareness of employees, communities and schoolchildren across the UK. The categories in the award scheme include:

- Safer Schools;
- Safer Communities;
- Safer Workplaces; and
- Personal Safety Champion.

The Awards are announced at the Trust's Annual Fundraising and Awards Ball, which this year is being held in Central London on 15<sup>th</sup> November 2008.

**Key Issues**

The Community Safety Wardens were nominated for the Safer Communities category of these Awards by another member of staff in the Community Safety Team and the Council was informed on 22<sup>nd</sup> October that the wardens team is one of two services shortlisted to receive the Award.

The Safer Communities Award will be given to the Local Authority which has done the most to improve the personal safety of its residents and the winner will be announced at the Trust's Fundraising and Awards Dinner on 15<sup>th</sup> November. The Trust has therefore invited a number of representatives from the Council to receive the Award should it be successful. The dinner is being held in the Riverbank Park Plaza Hotel and is black tie.

Winners will be listed in Suzy Lamplugh Trust publications and on its website. They can also access discounted training rates for one year from the Trust and can use the Suzy Lamplugh logo on their publications.

**Resource Implications**

Financial

- The tickets for the Fundraising Ball and Awards Ceremony are £60 / person (this is a half price rate for Award Nominees).
- Flights are approximately £135 / person.
- Accommodation is approximately £90 / person for one night.

Therefore the total cost is £285.00 per person. These costs can be accommodated within the revenue estimates.

**Recommendations**

It is recommended that the Committee:

- Decides the appropriate level of representation to send to these Awards;
- Nominates the appropriate Members / Officers to attend; and
- Agrees to pay the associated expenses.

**Documents Attached**

None



### Belfast City Council

**Report to:** Health & Environmental Services Committee

**Subject:** **Naming of Streets**

**Date:** 5th November, 2008

**Reporting Officer:** Mr Donal Rogan, Building Control Manager, Ext 2460

**Contact Officer:** Mr John Cassidy, Business Support Manager, Ext 2422

#### Relevant Background Information

The power for the Council to name streets is contained in Article 11 of the Local Government (Miscellaneous Provisions) (NI) Order 1995.

#### Key Issues

To consider the following applications for the naming of new streets in the City.

Proposed Name	Location	Applicant
Wolfhill Link	Off Ligoniel Road, BT14	VWP Architects
Rosehead	Off Ardilea Street, BT14	N& W Housing Ltd
Rosehead Drive	Off Ardilea St, BT14	N & W Housing Ltd
Flax Mews	Off Flax Street, BT14	Flax Housing Ass'n Ltd

The application particulars are in order and the Royal Mail has no objections to the proposed names. The proposed new names are not contained in the Council's Streets Register and do not duplicate existing approved street names in the City.

#### Resource Implications

There are no Financial, Human Resources or Assets and other Implications in this report.

**Recommendation**

Based on the information presented, the Committee may either:

- Grant any or all of the applications, or
- Refuse any or all of the applications and request the applicant/s to submit another name for consideration.

**Belfast City Council**

<b>Report to:</b>	Health & Environmental Services Committee
<b>Subject:</b>	<b>Application for the Erection of a Dual-Language Street Sign</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	Mr Donal Rogan, Building Control Manager Ext 2460
<b>Contact Officer:</b>	Mr John Cassidy, Business Support Manager Ext 2422

**Relevant Background Information**

The power for the Council to consider applications to erect a second street nameplate in a language other than English, is contained in Article 11 of the Local Government (Miscellaneous Provisions) (NI) Order 1995.

An application has been received to erect a second street nameplate at Ardmonagh Parade, showing the name of the street expressed in a language other than English. The second language is Irish.

The translation was authenticated by Translation Line, the approved translator for Belfast City Council.

In accordance with the Council's policy for the erection of dual language street signs a survey of all persons appearing on the Electoral Register for the above street was carried out and elicited the following response:

**Ardmonagh Parade, BT11**

54 people (86%) are in favour of the erection of a second street nameplate  
3 people (5%) are not in favour of the erection of a second street nameplate  
6 people (9%) did not respond to the survey

The Council's policy on the erection of a second street nameplate requires that at least two thirds (66.6%) of the people surveyed must be in favour before the proposal to erect a second street sign in a language other than English can proceed.

**Key Issues**

To consider the following application for a Bi-lingual nameplate for an existing street in the City.

<b>English Name</b>	<b>Non-English Name</b>	<b>Location</b>	<b>Applicant</b>	<b>Persons Surveyed</b>
Ardmonagh Parade	Paráid Ard na Móna, BT11	Off Norglen Parade	Councillor Janice Austin	63

**Resource Implications**

There is a cost of £150.00 covering the cost of the manufacturing and erecting of the bilingual sign although there are no human resource or asset implications.

**Recommendation**

As more than two thirds of the total number of persons surveyed in each street are in favour of the proposal to erect a second street nameplate in Irish at the above location, the Committee is recommended to approve the application





### Belfast City Council

<b>Report to:</b>	Health & Environmental Services Committee
<b>Subject:</b>	<b>Extension of Vacant Property Rating Project</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	Mr Donal Rogan, Building Control Manager, Ext 2460
<b>Contact Officer:</b>	Mr Donal Rogan, Building Control Manager, Ext 2460

#### Relevant Background Information

At your meeting on 8th October, it was agreed that the Building Control Service, using delegated powers from LPS, check on the reported vacant rated premises within the City up until the end of November. It was reported that in a previous project of this nature that 51% of those properties that were reported as vacant were actually occupied. From this project the property details were collated and forwarded to LPS Rating Services in order for them to collect the rates. It was reported that the Council would receive substantial income from the project both this financial year and in the future should these properties remain occupied.

Furthermore the Committee agreed, given that there were in excess of 12,000 properties to be visited and in view of the relatively short time period, that the Service further negotiates with LPS to extend the project past the end of November on a cost recovery basis.

#### Key Issues

LPS has now agreed that all 26 Councils can participate in the project of inspecting premises reported as being vacant up until the end of this financial year. Confirmation of this is included in the attached email, which shows that terms and conditions which were previously agreed will be extended.

To date the Service has redeployed 14 Building Control personnel both on full time and part time basis to inspect the reported vacancies. Furthermore the Service has just recruited 40 casual staff to inspect domestic properties and interview home owners in the evening time.

To date we have inspected just over 2000 properties including domestic and non domestic which have shown approximately 42% of an occupancy rate. These details will be processed and forwarded to LPS.

The Service aims to process as many of these properties as is possible before the end of November as this date represents for LPS the cut off date for the calculation of the EPP, therefore impacting on the Rates calculations for the Council.

LPS has provided all the requisite guidance on the information to be collected and provided the required delegated authority for the Council's officers to act on its behalf.

As the Members will note this project is in line with the agreement in principle which was reached with LPS at the Special Policy and Resources Committee meeting held on 17 October 2008 which was attended by senior members within LPS.

### **Resource Implications**

#### Financial

LPS has agreed to pay for the carrying out of these surveys at an agreed rate of £7 per survey which will adequately cover the costs of collecting the information. The potential additional rate income will however have strongly positive financial implications for the Council. In the longer term this should give LPS increased accuracy in the calculation of the estimated penny product which should also create increased equity in the rates.

#### Human Resources

There are no human resource implications in the proposed project, bar the redeployment of staff within the Service who have deferred all non urgent work.

### **Recommendations**

Based on the information presented, the Committee is recommended to grant approval to the Building Control Service to carry out the inspection of premises listed as being vacant on behalf of LPS until the sooner of the following options are realised ;

- The listed is exhausted,
- The end of this financial year, or,
- Difficulties in identifying the premises render it no longer financially viable.

### **Abbreviations**

LPS: Land and Property Services agency  
EPP: Estimated Penny Product

### **Document Attached**

Email from Mr. David Beattie

### Vacancy Programme Update

The following notes are an update on the Vacancy Inspection Programme - hopefully they will provide some helpful feedback to Councils.

- the LPS team, based in Colby House, has completed training in the Billing System (Abbacus) and has successfully processed some initial data from Councils in this first week of the programme. In this early stage the team meets frequently, mostly daily, to review feedback, processes and opportunities for improvement - this will be fed back to Councils.

- so far, the quality of data is generally good and in some cases sufficient to process bills.

- management information is being maintained and will be fed back to Councils, particularly re processed information, follow up action required, and no action necessary bills.

- returns from Councils have been categorised into 'O' - occupied and full data supplied by Councils ie full name and date; 'V' - vacant and no action; 'A' - incomplete information so action by LPS under Rates Order. In addition, a further action is being applied where LPS is required to revise the Valuation List eg new or demolished properties.

- some returns have fallen short eg good name details but no date, partial name, poor hand writing (BLOCK CAPITALS IS IMPORTANT), no inspector name or similar reference, no information in key headings but no explanatory comments

- Councils have queried the proposed return date of 24th October. My earlier notes refer ...." (2)...**The October date** was given as a date which we could work towards given that the final run of Penny Product would be at the end of November - given the circumstances I didn't know who would provide data, how much and when. We will continue to enter the data into the Billing System and if necessary prioritise it to have most effect on the PP ie high value property. As far as the funding goes, the MB approved this as a one off, so it needed a back end date - I can see that going on to 30th Nov."

Taking this further I can confirm that under this phase of the vacancy programme, information will continue to be entered into the billing system up to and after 30th Nov.

**The agreed funding arrangements relates to the spreadsheet of properties provided to Councils so this will also extend beyond the 30th November - but within 08/09 financial arrangements in terms of invoicing.**

- as inspection sheets must be returned to LPS on a phased basis, I propose that overall return status is reported to the LPS Management Board and all Councils by end of November - this will provide a first anchor date for invoicing. In regard to further invoicing, I will discuss with our Finance Section and update you accordingly. Finally, I appreciate your continued support and if Aileen, David Murphy or I can help further please contact us directly.

David

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### Belfast City Council

<b>Report to:</b>	Health and Environmental Services Committee
<b>Subject:</b>	<b>Street Cleanliness Index, Enforcement and Education Activities</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	Sam Skimin, Head of Cleansing Services, ext 5273
<b>Contact Officer:</b>	Sam Skimin, Head of Cleansing Services, ext 5273

#### Relevant Background Information

The figures presented in this report cover the second quarter of the financial year i.e. the period from July 2008 to September 2008. Monitoring figures were measured by Cleansing Services Quality Officers. Enforcement, and Education and Awareness information was supplied by the Customer Support Service, and the Community Awareness Section within Cleansing Services, who were responsible for these functions over the period concerned.

The monthly monitoring programme consists of a random 5% sample of streets throughout the city being inspected and graded. From the grading, a Street Cleanliness Index is calculated and plotted for the various areas of the city, and the city as a whole.

The index range is from 1 to 100; with a Cleanliness Index of 67 being regarded as an acceptable standard by Tidy NI. The results show the trends on a month to month basis. To alleviate the influence of spurious results on the overall index, the results are averaged over the last 4 surveys. Spurious results may occur for reasons such as adverse weather conditions, seasonal problems etc.

#### Key Issues

The overall city wide cleanliness index for this quarter is 72. This is the same as the previous quarter's cleanliness index of 72.

The index for the same period in the previous year was 69.

The breakdown by individual area is as follows:

##### North

The North Cleanliness Indices for July 2008 to September 2008 were 72, 70 and 69 respectively. This represents an increase for July (up 4), August (up 2) and September (up 2), by comparison to those figures for the same period in the previous financial year viz. 68, 68 and 67 respectively. These figures represent a good level of cleanliness for the area.

### **South**

The South Cleanliness Indices for July 2008 to September 2008 were 74, 75 and 77 respectively. This represents a similar score for July and an increase for August (up 8), and September (up 8) by comparison to those figures for the same period in the previous financial year viz. 74, 67 and 69 respectively.

The area is maintaining a consistently very good level of cleanliness.

### **East**

The East Cleanliness Indices for July 2008 to September 2008 were 75, 76 and 73 respectively. This represents an increase for July (up 5), August (up 1), and September (up 5), by comparison to those figures for the same period in the previous financial year viz. 70, 75 and 68 respectively. The area is maintaining a consistently very good level of cleanliness.

### **West**

The West Cleanliness Indices for July 2008 to September 2008 were 71, 72 and 67 respectively. This represents an increase for July (up 4) and August (up 5), and a similar score for September, by comparison to those figures for the same period in the previous financial year viz. 67, 67 and 67 respectively.

These figures represent a consistently good level of cleanliness for the area.

### **Central**

The Central Cleanliness Indices for July 2008 to September 2008 were 74, 70 and 68 respectively. This represents an increase for July (up 6), and a decrease for August (down 4) and September (down 5), by comparison to those figures for the same period in the previous financial year viz. 68, 74 and 73 respectively.

Changes in the levels of litter have contributed to the reduction in scores over this period e.g. in August, Smoking related litter rose by 9% and Fast Food related litter rose by 21%. In September, Confectionary related litter rose by 26%, Smoking related litter rose by 39% and 'Other' related litter (e.g. papers, elastic bands, cardboard etc) rose by 23%.

These figures however still represent a good level of cleanliness for the area.

### **Complaints / Enquiries**

There were 1315 complaints/enquiries regarding street cleansing during the quarter (by comparison to 1165 last quarter).

There were 7 Corporate Complaints (7 Stage One, 0 Stage Two and 0 Stage Three) during the quarter – none of which related to street cleansing.

### **Enforcement**

There were 432 Fixed Penalty Notices issued under the Litter (NI) Order 1994, and 78 summonses issued. In addition 136 Article 20 Notices were issued requesting information.

### **Community & Education Projects**

During the last quarter the Community Awareness Team organised 26 cleanups involving 760 volunteers.

The team has attended a number of summer scheme activities during the quarter involving 533 participants. The team also attended the Biodiversity day at Belfast Zoo, Queens Freshers day and the Garden gourmet event in Botanic gardens.

**Resource Implications**

There are no financial, human resources, asset or other implications in this report.

**Recommendation**

The Committee is requested to note the contents of the report.

**Key to abbreviations**

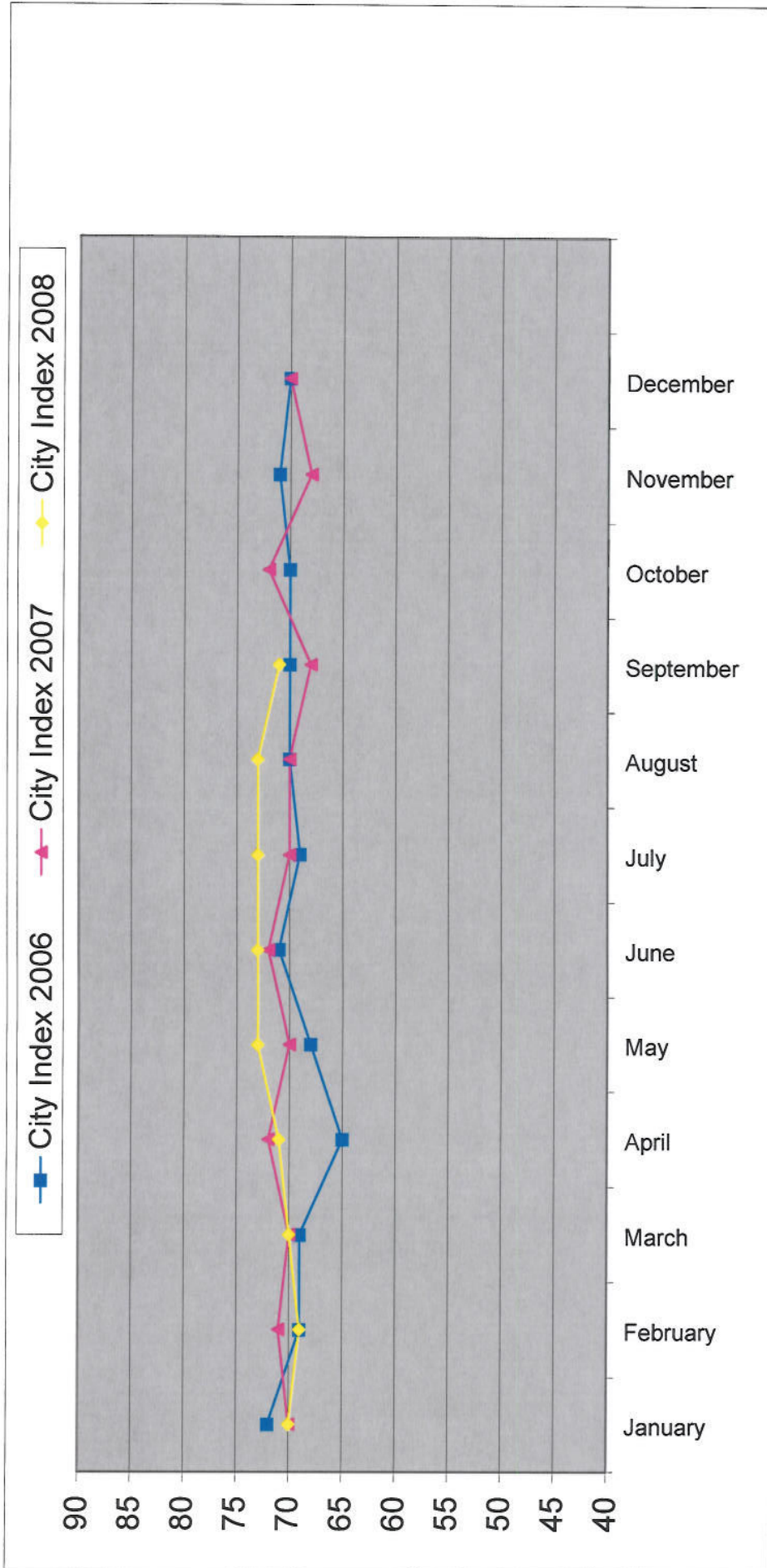
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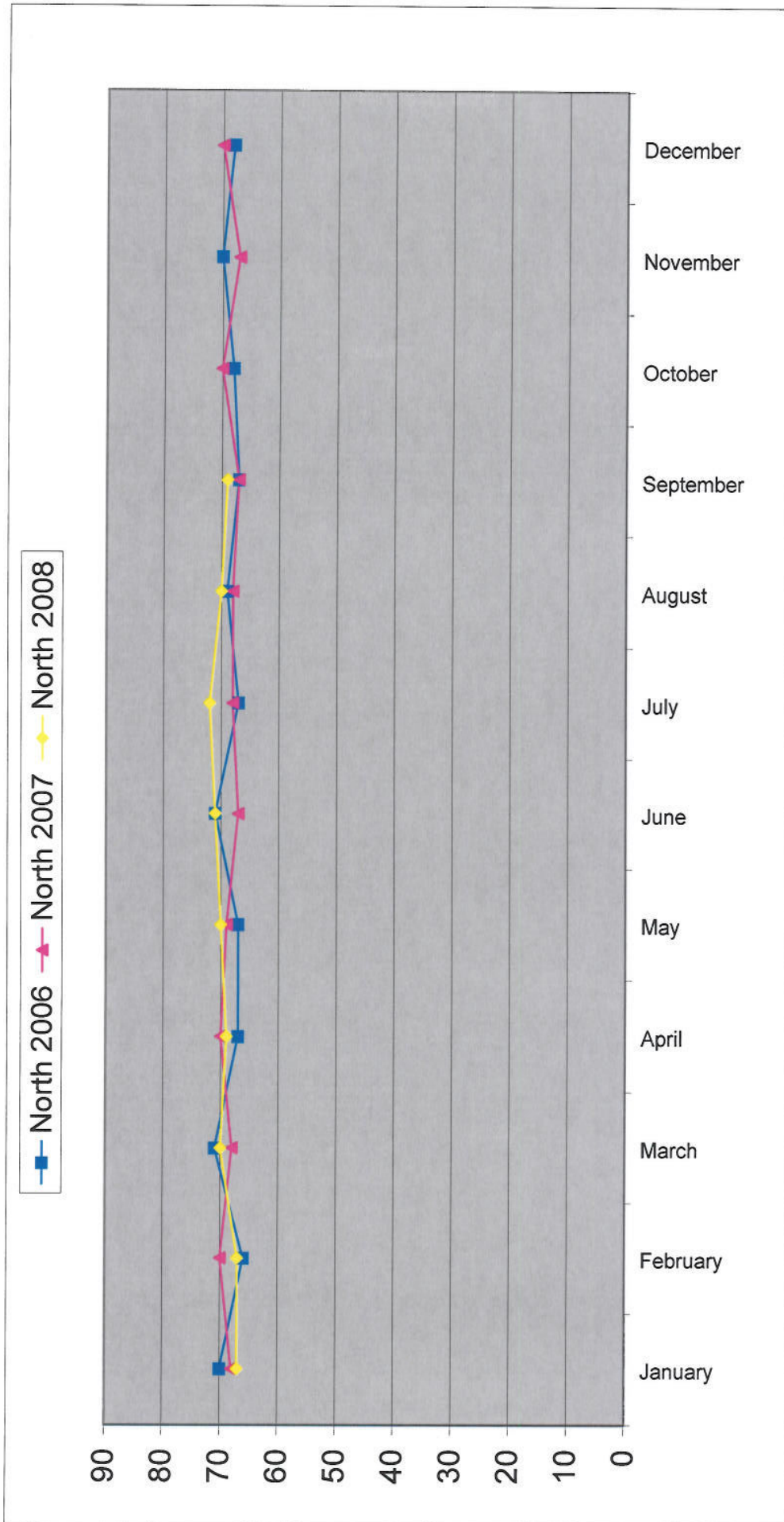
**Documents attached**

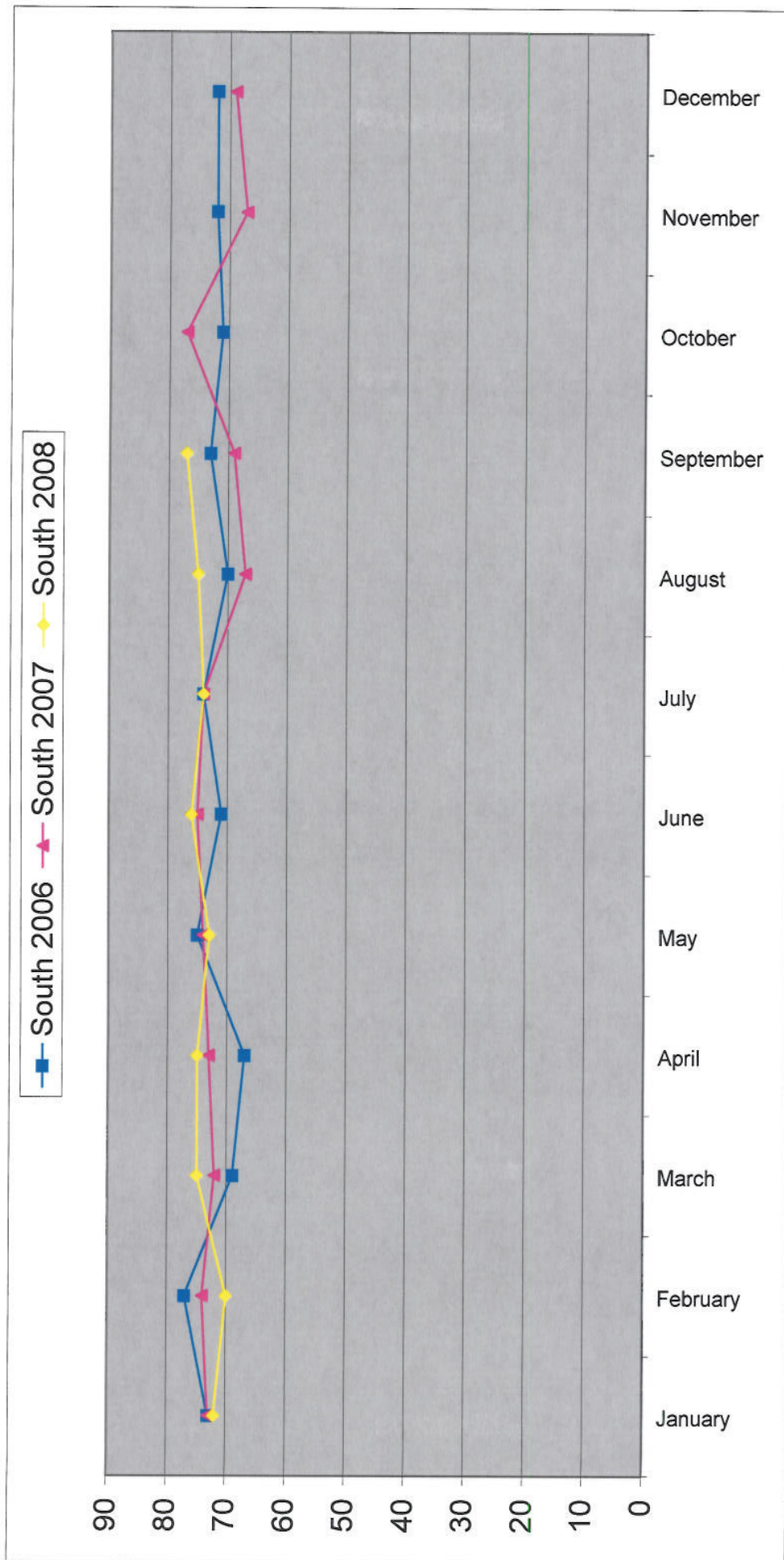
Trend analysis graphs

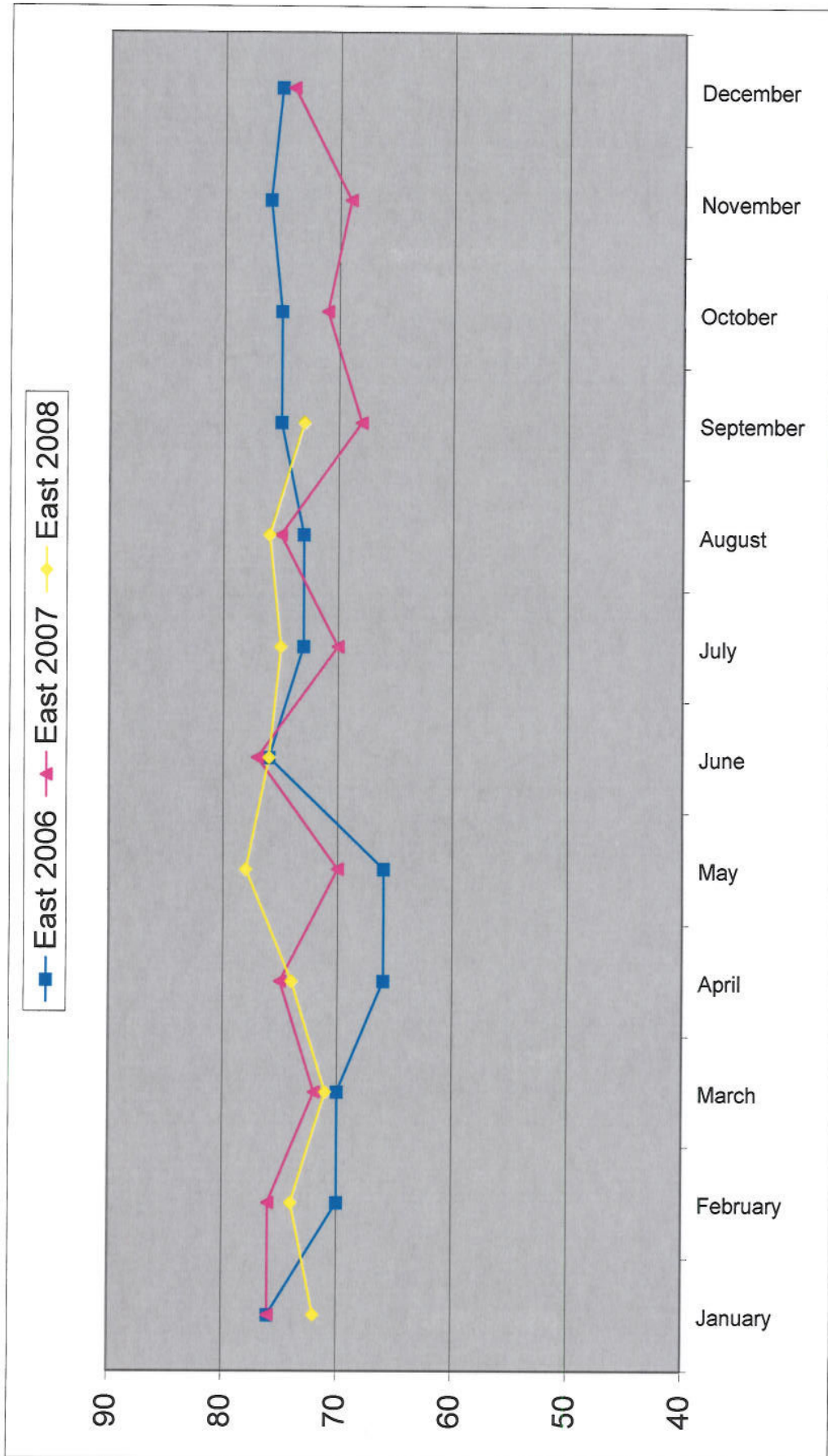
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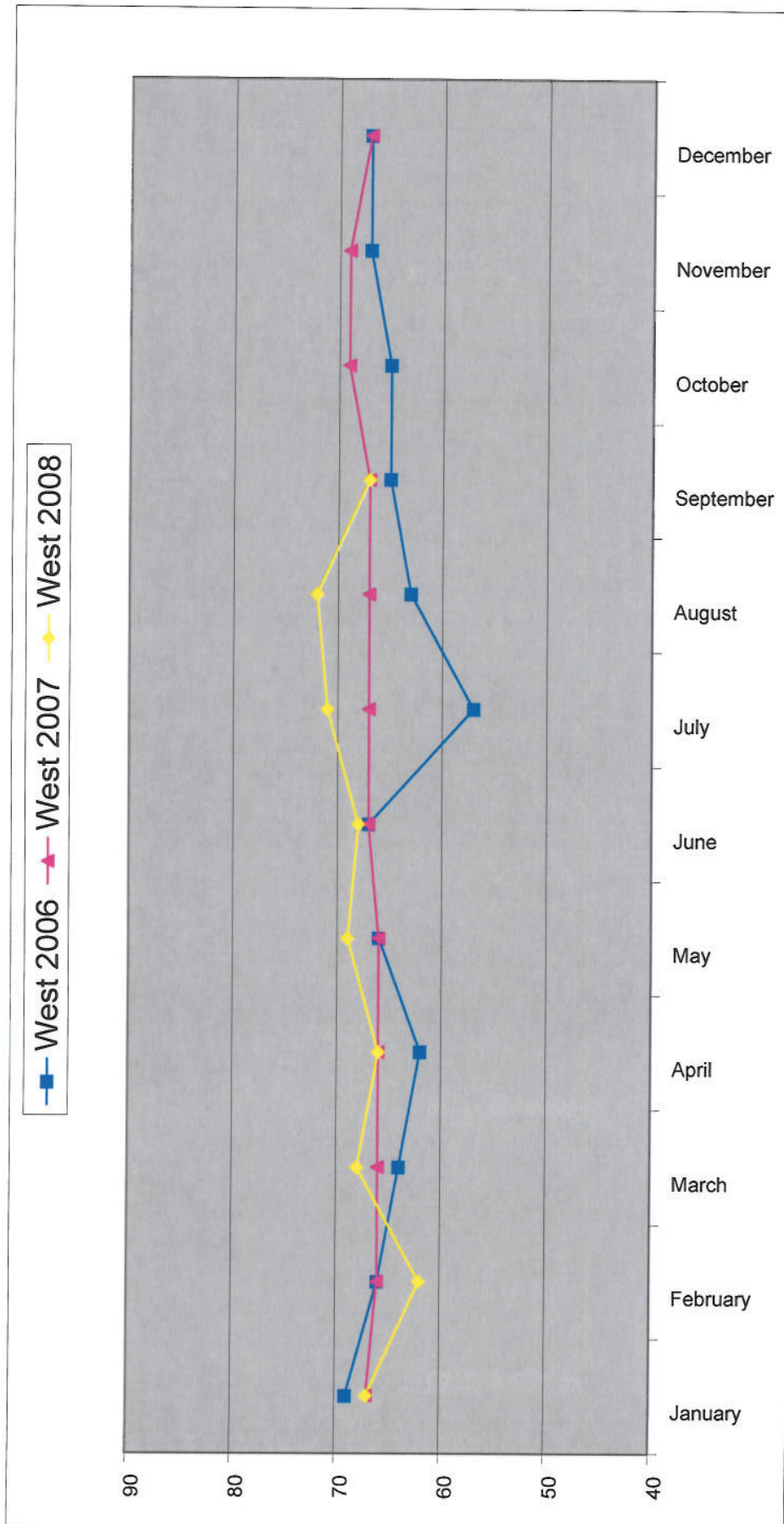


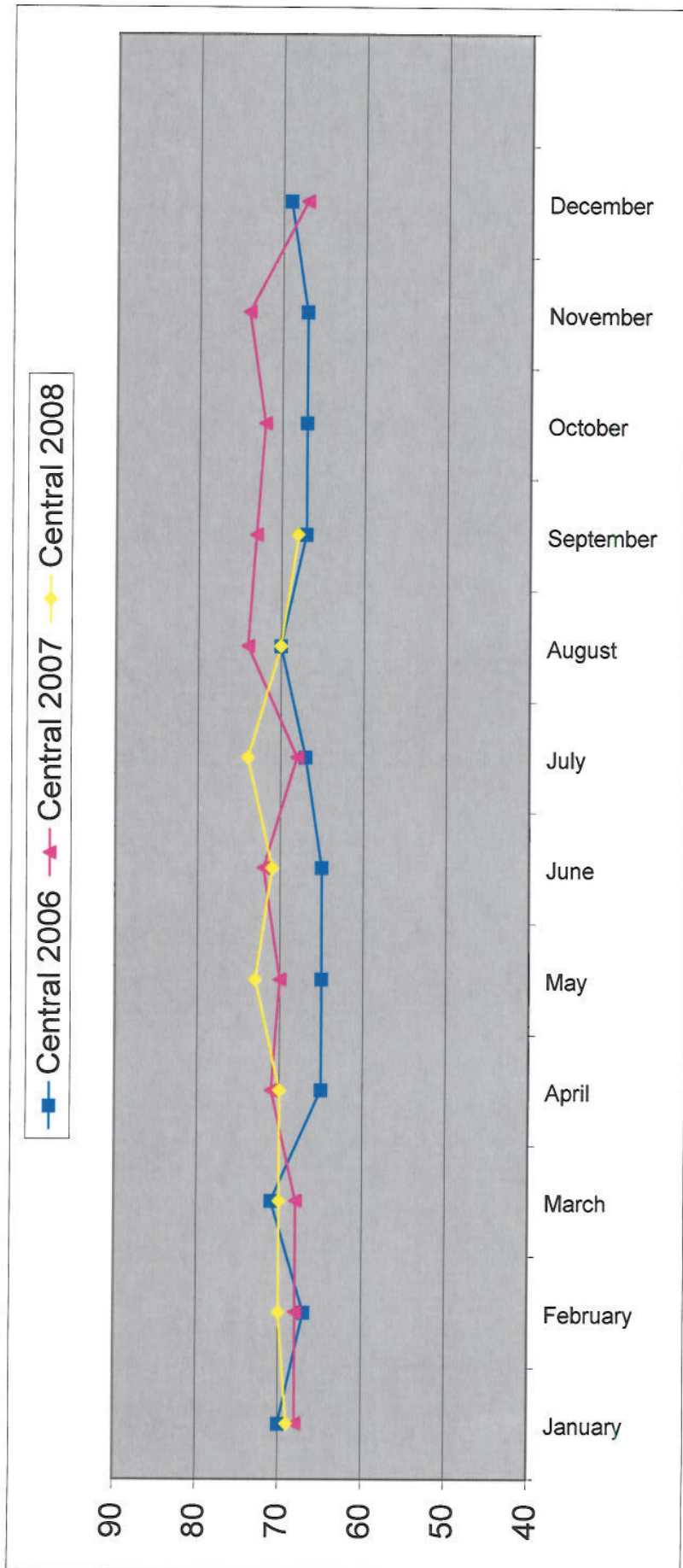












**Belfast City Council**

<b>Report to:</b>	Health and Environmental Services Committee
<b>Subject:</b>	<b>Update on the Council's Anti-litter Campaign</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	Sam Skimin, Head of Cleansing Services, ext 5273
<b>Contact Officer:</b>	Sam Skimin, Head of Cleansing Services, ext 5273

**Relevant Background Information**

Members are aware that the Council has been running a very successful anti-litter campaign for a number of years which has already produced a 19% improvement in peoples' stated littering behaviour. The latest phase of the campaign is about to begin with new T.V. advertisements and new posters.

**Key Issues**

The primary thrust of this phase of the campaign is aimed at 18 to 35 year olds and smokers, who our research shows are the most prolific groups who litter. Research also shows that 75% of our streets have smoking related litter on them. In addition the campaign will also focus on chewing gum, which presents a major problem for the City given its widespread coverage and difficulty in removal. The campaign will commence in early November 2008.

**Resource Implications**

£150K funding for the campaign has already been approved by Committee and is included in Cleansing Services revenue estimates.

**Recommendations and Decision**

The Committee is requested to note this report.

<b>Key to Abbreviations</b>
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None
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<b>Documents Attached</b>
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None. A short visual presentation of the new T.V. adverts and posters will be given to Members at the Committee meeting.
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**Belfast City Council**

<b>Report to:</b>	Health & Environmental Services Committee
<b>Subject:</b>	<b>arc21 Supplemental Agreement</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	Tim Walker, Head of Waste Management, Ext 3311
<b>Contact Officer:</b>	Maria McAleer, Policy & Compliance Officer, Ext 3439

**Relevant Background Information**

Members may recall that, following legal advice from the arc21 legal team supported by the Council's Legal Services Department, it was deemed necessary to review and supplement the original arc21 Collaboration Agreement in order to assure the waste sector of the cohesion of the Group and the robustness of the commitment of constituent councils in the run up to the Residual Waste tender. This is being undertaken in the interests of receiving sufficient competition and ultimately delivery of a Best Value solution.

The attached Supplemental Agreement is a product of detailed consideration by our legal team in association with arc21 and the council officers.

Following further consideration by arc 21 and district council officers and legal advisors, and subsequent amendment, the attached Agreement has been agreed by the arc 21 Joint Committee at its meeting on 25 September and is now being referred to each of the constituent councils for consideration and approval.

**Key Issues**

The original arc21 Collaboration Agreement was considered fit for purpose for the initial contracts collectively procured but, as the complexity and value of the contracts rose and the need for a legally more cohesive arrangement between the councils became apparent, the legal team associated with arc21 prepared a more comprehensive document to underpin the Organic Waste Treatment Service Contract and the Residual Waste tender which is underway.

Following adoption by the Joint Committee in September, the Committee is recommended to approve the arc21 Supplemental Agreement.

<b>Resource Implications</b>
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None
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<b>Recommendations</b>
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The Committee is requested to approve the attached arc21 Supplemental Agreement.
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<b>Abbreviations</b>
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None
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<b>Documents Attached</b>
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arc21 Supplemental Agreement
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**ANTRIM BOROUGH COUNCIL,  
ARDS BOROUGH COUNCIL,  
BALLYMENA BOROUGH COUNCIL,  
BELFAST CITY COUNCIL,  
CARRICKFERGUS BOROUGH COUNCIL,  
CASTLEREAGH BOROUGH COUNCIL,  
DOWN DISTRICT COUNCIL,  
LARNE BOROUGH COUNCIL,  
LISBURN CITY COUNCIL,  
NEWTOWNABBAY BOROUGH COUNCIL,  
NORTH DOWN BOROUGH COUNCIL,**

**and**

**arc21**

**Supplemental Agreement to the Terms of Agreement  
dated 1 July 2003  
for the Procurement and Management of the  
Residual Waste Treatment Plant**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_  
2008

**BETWEEN**

**ANTRIM BOROUGH COUNCIL** of Civic Offices, 50 Stiles Way, Antrim, Co. Antrim, BT41 2UB;

**ARDS BOROUGH COUNCIL** of 2 Church Street, Newtownards, Co. Down, BT23 4AP;

**BALLYMENA BOROUGH COUNCIL** of Ardeevin, 80 Galgorm Road, Ballymena, Co. Antrim, BT42 1AB;

**BELFAST CITY COUNCIL** of City Hall, Belfast, BT1 5GS;

**CARRICKFERGUS BOROUGH COUNCIL** of Town Hall, Carrickfergus, Co. Antrim, BT38 7BL;

**CASTLEREAGH BOROUGH COUNCIL** of Bradford Court, Upper Galwally, Castlereagh, BT8 6RB;

**DOWN DISTRICT COUNCIL** of 24 Strangford Road, Downpatrick, Co. Down, BT30 6SR;

**LARNE BOROUGH COUNCIL** of Smiley Building, Victoria Road, Larne, Co. Antrim, BT40 1RU;

**LISBURN CITY COUNCIL** of The Island, Lisburn, Co. Antrim, BT27 4RL;

**NEWTOWNABBEY BOROUGH COUNCIL** of Mossley Mill, Newtownabbey, Co. Antrim, BT36 5QA;

**NORTH DOWN BOROUGH COUNCIL** of Town Hall, The Castle, Bangor, Co. Down, BT20 4BT;

**AND**

**arc21** of Walsh House, Fortwilliam Business Park, 35 Dargan Road, Belfast, BT3 9LZ;

each a "Party" and together the "Parties".

**WHEREAS**

- (a) Each of the Councils entered into the Terms of Agreement to form a joint committee on 1<sup>st</sup> July 2003 (a copy of which is contained in Annex A hereto). The Terms of Agreement imposes a number of obligations on the Councils in relation to the establishment of arc21 and sets out how arc21 should function. In the Terms of Agreement each Council also signed up to a Statement of Principles for arc21.
- (b) The joint committee established under the Terms of Agreement was constituted as a body corporate with the name, arc21, pursuant to The Local Government (Constituting a Joint Committee a Body Corporate) Order

(Northern Ireland) 2004 (S.R. 2004 No. 49) and the Local Government (Constituting a Joint Committee a Body Corporate) (Amendment) Order (Northern Ireland) 2007 (S.R. 2007 No. 505). The 2007 Order clarified the powers of arc21 and applied certain rights and powers applicable to the Councils to arc21 in its own capacity.

- (c) In connection with the award of the Contracts by arc21, arc21 and the Councils have resolved to further clarify the rights of the Councils both between themselves and in relation to arc21 and have resolved to work together to seek a long term solution to their needs and requirements.

**IT IS HEREBY** agreed as follows –

1. Interpretation

- 1.1 In this Agreement unless the context otherwise requires the following expressions have the following meanings –

**“Agreement”** means this Agreement comprising the terms and conditions together with the Annexes attached hereto. For the avoidance of doubt this Agreement supplements the Terms of Agreement.

References to **“the Councils”** shall be taken as references to Antrim Borough Council, Ards Borough Council, Ballymena Borough Council, Belfast City Council, Carrickfergus Borough Council, Castlereagh Borough Council, Down District Council, Larne Borough Council, Lisburn City Council, Newtownabbey Borough Council and North Down Borough Council and **“the Council”** shall mean one of the Councils.

**“Commencement Date”** means the date on which this Agreement is executed by the Parties.

**“Contract”** means any contract entered into by arc21 on behalf of the Councils in connection with the Projects.

**“Contractor”** means any contractor appointed by arc21 to a Contract in accordance with this Agreement.

**“Department”** means the Department of the Environment.

**“Funder”** means the funders to a Contractor in respect of a Project.

**“Loss”** includes any loss and liability directly suffered by a Party together with any damage, expense, liability or costs reasonably incurred in contesting any claim to liability and quantifying such loss and liability.

**“Principles”** means the principles stated in Clause 6.5 of this Agreement.

**“Procurement”** means the procurement of a Contract, and **“the Procurement Phase”** means that phase of a Project which relates to the procurement of the relevant Contract.

**“Project”** means any waste project procured by arc21 on behalf of the Councils relating to the Waste Management Plan.

**“Service Phase”** means the phase of a Project related to the management of a Contract.

**“Statement of Principles”** means the Statement of Principles contained in the Annex to the Terms of Agreement.

**“Terms of Agreement”** means the terms of agreement entered into by the Councils on 1<sup>st</sup> July 2003 (which for the avoidance of doubt includes the Statement of Principles).

**“Waste Management Plan”** means the Sub-regional Waste Management Plan which was jointly adopted in 2003 by the Councils as amended from time to time.

**“Working Day”** in respect to a Council, means any day other than weekends and bank or privileged holidays in Northern Ireland.

- 1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted.
- 1.3 Words importing the singular include the plural words importing any gender include every gender, words importing persons include bodies corporate and unincorporated; and (in each case) vice versa.
- 1.4 Reference to Clauses and Annexes are references to clauses and annexes of this Agreement and any reference to a sub provision is unless otherwise stated a reference to a sub provision of the provision in which the reference appears.
- 1.5 The Clause and paragraph headings and titles appearing in this Agreement are for reference only and shall not affect its construction or interpretation.

## **2. Term**

This Agreement shall come into effect on the Commencement Date and shall continue in force until all residual liabilities of arc21 under all Contracts have been satisfied.

## **3. General Principles**

- 3.1 This Agreement has been entered into by the Parties to establish and effect provisions for performance of the Projects and to clarify the Parties' responsibilities in respect thereof and to each other.
- 3.2 The Parties will work together in good faith and in an open, co-operative and collaborative manner for the duration of this Agreement. The Parties' members and officers will work together in the spirit of mutual trust in order to endeavour to procure the successful implementation of the Projects and will respond in a timely manner to all relevant requests from other Parties.

- 3.3 The Councils will continue to comply with the provisions of the Terms of Agreement (and in particular the Statement of Principles contained therein).
- 3.4 Each of the Parties hereby represents to the other that it has obtained all necessary consents sufficient to ensure the delegation of functions provided for by this Agreement for the purposes of the Projects.
- 3.5 The Parties shall use all reasonable endeavours to, at all times, act in the best interests of the Projects. The Parties expressly acknowledge that their members and officers involved in carrying out activities under this Agreement or otherwise in connection with the Projects will have regard to the benefits to all Parties and accordingly may be required to act in conflict with their duty to their relevant Party, and the Parties hereby authorise them to act in such a manner.
- 3.6 The Parties commit to share data and knowledge relevant to the Projects where appropriate.
- 3.7 Whilst this Agreement details the arrangements between the Parties for the Procurement Phase of Projects, the Parties agree to work together in good faith to agree such amendments and amplification of this Agreement as may be necessary to enable the Parties to work together throughout the Service Phase of such Projects.

#### **4. Status of this Agreement**

- 4.1 The Parties agree that this Agreement shall take the form of a legally binding relationship and mutual commitments between them created by this Agreement shall from the date hereof be construed accordingly.

#### **5. Intellectual Property**

- 5.1 All intellectual property in any material created by or on behalf of the Projects shall be owned jointly by the Parties and shall be available equally to each Party.
- 5.2 Each Party warrants that any intellectual property created by its officers for the purposes of any Project will not infringe any third party's intellectual property rights.
- 5.3 Where existing intellectual property of a Party has been used for the purpose of a Project, that Party agrees that, if such Project does not proceed, it will if requested licence the other Party on commercial terms to use that intellectual property for the purpose of its waste disposal functions.

#### **6. Further Supplemental Agreement**

- 6.1 The Parties will agree prior to entry into each Contract, a further Supplemental Agreement applying the following Principles.
- 6.2 Such supplemental agreement shall include:
  - (a) drafting based on the Principles;

- (b) such other provisions as the Parties agree (or as may be determined by the dispute resolution procedure in Clause 13) as a consequence of the terms of the relevant Contract; and
  - (c) a copy of the relevant Contract and any relevant direct agreements (as referred to in Clause 6.5(e) below).
- 6.3 The Parties will negotiate and agree such supplemental agreement prior to and in conjunction with the negotiation and agreement of the relevant Contract.
- 6.4 In respect of the obligations contained in this Clause 6 all Parties:
- (a) (without prejudice to paragraph 6.3) will at all times act in good faith;
  - (b) acknowledge that they have agreed the Principles but accept that they may need to be expanded to reflect the Contracts and, accordingly, no Party shall attempt to move significantly away from their intention or purpose;
  - (c) will ensure that sufficient time is set aside to conduct the negotiations on the terms of the Principles either through correspondence or by holding meetings or a combination of both to ensure that the terms of such supplemental agreements are agreed in a timely manner; and
  - (d) if a dispute or difference arises between the Parties in relation to a proposed provision of such supplemental agreements and such dispute or difference cannot be settled by the Parties within ten (10) Working Days of it first arising, any Party may refer such dispute or difference for determination in accordance with Clause 13.

6.5 **Principles**

The Principles are as follows:

(a) **Exclusivity**

Each Council will be required to provide all waste specific to each Contract that is collected in their Council area to the relevant Project.

(b) **Contamination / Composition of Waste**

Each Council will be required not to provide contaminated waste (outside of the specification agreed with the Councils) to the Projects. In the event that this does happen the Council will compensate arc21 for any Loss suffered in connection with the supply of the contaminated waste.

(c) **Guarantee of arc21's obligations**

- (i) Each Council will guarantee the obligations and liabilities of arc21 under the Contracts (including all payments to be made), making payments to arc21 in accordance with this Agreement.



- (ii) Each Council will also indemnify arc21 for any direct or indirect loss suffered by arc21 in carrying out its obligations under the Contracts.

(d) **Minimum Guaranteed Tonnage**

Each Council will commit a specified tonnage to arc 21 for each Contract, in order that arc21 can deliver its guaranteed minimum tonnage to a Contractor. If arc21 suffers Loss under any Contract as a result of a Council's failure to meet its tonnages, then arc21 shall pass on this liability to the relevant Council (pro-rata to its proportion of the overall shortage).

(e) **Collateral warranty to Contractor / Funder**

In addition to the execution of the further supplemental agreements with arc21, each Council will also enter into a collateral warranty (substantially in the form set out in Annex C hereto) with the relevant Contractor and/or the Funder (as required) whereby each Council will warrant the performance of such Council's obligations to arc21 under such further supplemental agreement.

(f) **Cross Indemnities and Liabilities**

Each Council will indemnify and guarantee that in the event that such Council (the "Defaulting Council") is responsible for a default by arc21 under the relevant Contract then such Defaulting Council will reimburse the other Councils to the full extent of their loss attributable to the individual Defaulting Council's actions.

(g) **Revenue Share**

If arc21 earns revenue under any Contract then such revenue will be returned to the Councils by arc21 in the proportion that each Council is responsible for providing tonnages or indemnifying arc21 in respect of other obligations under such Contract as more particularly set out in such Contract.

(h) **Changes in Legislation**

Any obligations and liabilities of arc21 arising from arc21's compliance with changes in legislation will be the responsibility of the Councils.

(i) **Residual Value of Capital Assets**

If arc21 is required to pay for the residual value of capital assets under the Contracts, this liability will be met by the Councils in accordance with the Assets and Borrowing Policy of arc21 which is contained in Annex B hereto and which must be complied with by all Parties.

**7. Acquisition of Capital Assets by arc21**

- 7.1 The Parties hereby agree that where capital assets are acquired by arc21 pursuant to the Contracts then the capital costs incurred by arc21 shall be passed on to the Councils on the basis set out in the

Assets and Borrowing Policy of arc21 which must be complied with by all Parties.

**8. Remediation and Dispute Resolution**

- 8.1 Where a Party is of the opinion that another Party is failing to comply with the provisions of this Agreement in respect of any matter, including the provisions of Clause 3.2 to work together in good faith and in an open, co-operative and collaborative manner, the Parties shall use their best efforts to resolve any such matter amicably without resort to the formal remediation and dispute resolution procedures set out below.
- 8.2 Notwithstanding Clause 8.1, above, at any time the Chief Executive of either Party (“the first Party”) may serve on the Chief Executive of the accused Party (“the second Party”) a “Default Notice”, alleging that the second Party has failed to comply with its obligations under this Agreement, setting out any suggested remedial action and any damage which the first Party has or is likely to suffer as a result of the alleged failure.
- 8.3 A Party in receipt of a Default Notice shall have 14 days within which to serve on the Chief Executive of the first Party who served the Default Notice a “Counternotice”, setting out in respect of every matter contained in the Default Notice proposals for the remediation of the alleged failure and making good any loss which the first Party may have suffered or may suffer as a result of the failure or the reasons why that alleged failure is disputed.
- 8.4 Within 14 days of receipt of a Counternotice, the Chief Executive of the first Party shall send to the Chief Executive of the second Party a “Notice of Acceptance” of any proposals contained in the Counternotice in so far as those proposals are accepted by the first Party, and may send a “Notice of Dispute” in so far as no proposal satisfactory to the first Party is contained in the Counternotice, setting out in respect of each proposal which is not accepted by the first Party why it is considered to be unacceptable.
- 8.5 Where any proposal in a Counternotice is accepted in a Notice of Acceptance, the second Party shall implement that proposal.
- 8.6 Where any matter is contained in a Notice of Dispute, it shall fall to be dealt with under the Disputes Procedure set out in Clause 13.

**9. Information Undertaking**

- 9.1 The Councils hereby undertake that all information provided or to be provided by the Councils to arc21 in respect of the Projects (including but not limited to estimates of waste tonnages) are complete, accurate and correct. If any such information proves to be inaccurate or incorrect the Councils will indemnify arc21 fully for any Loss which arc21 suffers as a result of its reliance on such information.

**10. Confidential Information**

- 10.1 Subject to Clause 11, the Parties shall at all times use their reasonable endeavours to keep confidential and ensure that such information is used only for the purpose of the Projects (and to procure that their respective employees' agents, consultants, contractors and sub-contractors shall keep confidential and shall use such information only for the purpose of the Projects) all Confidential Information concerning the Projects or the business and affairs of the other Parties which may now or at any time hereafter be in its possession and shall not disclose it except with the consent of the other Parties, such consent not to be unreasonably withheld.
- 10.2 For the purpose of this Agreement "Confidential Information" means any information imparted to any Party or their employees agents, consultants, contractors or sub-contractors ("the Receiving Party") which was imparted to the Receiving Party on the basis that it is to be kept confidential or would by its nature normally be regarded as being confidential or to the knowledge of the Receiving Party was obtained by the other Party on the basis that it was to be kept confidential or is of commercial value in relation to a Project but shall not include any information which is for the time being in the public domain otherwise than by reason of its wrongful disclosure by the Receiving Party.
- 10.3 This Clause 10 shall not prevent the disclosure of any Confidential Information relating to the Projects which is reasonably disclosed for the furtherance of the Projects or the promotion of the Projects provided that the Party or person disclosing the information takes all steps that are commercially practicable to preserve the confidentiality of the information and shall not prevent the disclosure of any Confidential Information where required by law.

**11. Compliance with Laws**

- 11.1 The Parties agree that they will at all times comply with all laws including but not limited to the Data Protection Act 1998 and will, where appropriate maintain a valid and up to date registration or notification under such laws.
- 11.2 Each Council shall grant to the other Councils and arc21 the right of reasonable access to all records of Personal Data relevant to the Projects, as defined in the Data Protection Act 1998, and shall provide reasonable assistance at all times during the currency of this Agreement to ensure the quality and security of data collected.

**12. Freedom of Information Act 2000 and Environmental Information Regulations 2004**

- 12.1 Each Party acknowledges that the other Parties are subject to the requirements of the Freedom of Information Act 2000 ("FoIA") and the Environmental Information Regulations 2004 ("EIR") and each Council shall where reasonable assist and co-operate with the other Councils

and arc21 (at their own expense) to enable the other Councils and arc21 to comply with these information disclosure obligations.

12.2 Where a Party receives a request for information under either the FOIA or the EIR in relation to information which it is holding on behalf of any of the other Parties in relation to the Projects, it shall (and shall procure that its sub-contractors shall):

- (a) transfer the request for information to the other Parties as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;
- (b) provide the other Party with a copy of all information in its possession or power in the form that the Party requires within ten Working Days (or such longer period as the Party may specify) of the Party requesting that information; and
- (c) provide all necessary assistance as reasonably requested by the other Party to enable the Party to respond to a request for information within the time for compliance set out in the FOIA or the EIR.

12.3 Where a Party receives a request for information under the FOIA or the EIR which relates to the Agreement or the Projects, it shall inform the other Parties of the request for information as soon as practicable after receipt and in any event at least two Working Days before disclosure and shall use all reasonable endeavours to consult with the other Parties prior to disclosure and shall consider all representations made by the other Party in relation to the decision whether or not to disclose the information requested.

12.4 The Parties shall be responsible for determining in their absolute discretion whether any information requested under the FOIA or the EIR:

- (a) is exempt from disclosure under the FOIA or the EIR;
- (b) is to be disclosed in response to a request for information.

12.5 Each Party acknowledges that the other Parties may be obliged under the FOIA or the EIR to disclose information:

- (a) without consulting with the other Parties where it has not been practicable to achieve such consultation; or
- (b) following consultation with the other Parties and having taken their views into account.

### **13. Dispute Resolution**

13.1 Upon service of a Notice of Dispute the relevant Parties will attempt to settle the issue in dispute ("Dispute") by mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure or any other model mediation procedure as agreed by the Parties. To initiate a mediation, either Party may give notice in writing (a "Mediation Notice") to the other requesting mediation of the Dispute

and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the relevant Parties, asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. If there is any point in respect of the conduct of the mediation upon which the relevant Parties are unable to agree within ten (10) Working Days from the date of the Mediation Notice, CEDR will, at the request of either Party, decide that point for the relevant Parties, having consulted with them. The relevant Parties will co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or, in the absence of such determination, such costs will be shared equally.

- 13.2 No Party may commence any court proceedings in relation to any Dispute until they have attempted to settle it by mediation under Clause 13.1 and/or such mediation has terminated. The Parties will take no further steps in the court proceedings until any such mediation commenced under Clause 13.1 has terminated. Nothing in this Clause 13 shall prevent a Party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary to avoid irreparable damage.
- 13.3 If the Dispute has not been resolved by the mediation procedure detailed in Clause 13.1 within one (1) month of the initiation of such procedure, the Dispute shall be referred to the courts for resolution.

**14. Severance**

- 14.1 If any condition, provision or Clause of this Agreement shall become or shall be declared by any court of competent jurisdiction to be void, invalid, illegal or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

**15. Waiver**

- 15.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 15.2 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 15.3 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a Party from subsequently requiring compliance with the waived obligation.

**16. General**

- 16.1 Nothing contained or implied herein shall prejudice or affect the Parties' rights and powers duties and obligations in the exercise of (i) the Councils' functions as local Councils and (ii) arc21's functions as a

“Joint Committee” and/or in any other capacity and all rights powers discretions duties and obligations of the Parties under all laws may at all times be fully and effectually exercised as if the Parties were not Party to this Agreement and as if this Agreement had not been made.

- 16.2 The Parties shall only represent themselves as being an agent, partner or employee of any other Party to the extent specified by this Agreement and shall not hold themselves out as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other Parties except to the extent specified in this Agreement.
- 16.3 This Agreement shall be governed by and construed in accordance with the law of Northern Ireland and shall be subject to the jurisdiction of the Courts of Northern Ireland.
- 16.4 This Agreement is personal to the Parties and no Party shall assign transfer or purport to assign or transfer to any other persons any of its rights or sub-contract any of its obligations under this Agreement.
- 16.5 No person other than the Parties shall be entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 16.6 Any notice required or permitted to be given by a Party to another Party under this Agreement shall be in writing and addressed to the Chief Executive of each Party at his principal office.

**IN WITNESS** whereof this Agreement is attested to by the respective Chief Executives of the Participant Councils and by arc21 subscribing their signatures hereto in manner hereinafter appearing.

For Antrim Borough Council

\_\_\_\_\_

For Ards Borough Council

\_\_\_\_\_

For Ballymena Borough Council

\_\_\_\_\_

For Belfast City Council

\_\_\_\_\_

For Carrickfergus Borough Council

\_\_\_\_\_

For Castlereagh Borough Council

\_\_\_\_\_

For Down District Council

\_\_\_\_\_

For Larne Borough Council

\_\_\_\_\_

For Lisburn City Council

\_\_\_\_\_

For Newtownabbey Borough Council

\_\_\_\_\_

For North Down Borough Council

\_\_\_\_\_

For arc21

\_\_\_\_\_

**ANNEX A**

**TERMS OF REFERENCE (INCLUDING STATEMENT OF PRINCIPLES)**

Dated this 1<sup>st</sup> day of July 2003

**EASTERN REGION WASTE MANAGEMENT GROUP**

***TERMS OF AGREEMENT***

*re: Proposal to establish a Joint Committee*

***arc 21***

C Quigley  
Director of Legal Services  
City Hall  
BELFAST  
BT1 5GS



**THIS AGREEMENT** made this                      day of                      2003  
**BETWEEN** : -

1.     **ANTRIM BOROUGH COUNCIL of The Steeple, Antrim, Co. Antrim, BT41 1BJ**
2.     **ARDS BOROUGH COUNCIL of 2 Church Street, Newtownards, Co. Down, BT23 4AP**
3.     **BALLYMENA BOROUGH COUNCIL of Ardeevin, 80 Galgorm Road, Ballymena, Co. Antrim, BT42 1AB**
4.     **BELFAST CITY COUNCIL of City Hall, Belfast, BT1 5GS**
5.     **CARRICKFERGUS BOROUGH COUNCIL of Town Hall, Carrickfergus, Co. Antrim, BT38 7BL**
6.     **CASTLEREAGH BOROUGH COUNCIL of Bradford Court, Upper Galwally, Castlereagh, BT8 6RB**
7.     **DOWN DISTRICT COUNCIL of 24 Strangford Road, Downpatrick, Co Down, BT30 6SR**
8.     **LARNE BOROUGH COUNCIL of Smiley Building, Victoria Road, Larne, Co. Antrim, BT40 1RU**
9.     **LISBURN CITY COUNCIL of The Island, Lisburn, Co. Antrim, BT27 4RL**
10.    **NEWTOWNABBEY BOROUGH COUNCIL of Mossley Mill, Newtownabbey, Co. Antrim, BT36 5QA**
11.    **NORTH DOWN BOROUGH COUNCIL of Town Hall, The Castle, Bangor, Co. Down, BT20 4BT**

**1.     DEFINITIONS**

**In this Agreement, the expressions:-**

- 1.1    'the 1972 Act' means the Local Government Act (NI) 1972.
- 1.2    'the 1997 Order' means the Waste & Contaminated Land (NI) Order 1997.
- 1.3    'the Ancillary Functions' and 'the Core Functions' shall be construed in accordance with the provisions of the Principle of Functional Responsibilities, as set out in the Statement of Principles.
- 1.4    'the Department' means the Department of the Environment for Northern Ireland.
- 1.5    'ERWMG' means the Eastern Region Waste Management Group (described in Clause 2.3).

- 1.6 'the Joint Committee' means the Joint Committee agreed to be established by the Participant Councils pursuant to Clause 3 of these Terms of Agreement.
- 1.7 'the Participant Councils' mean those above-named district councils expressed to be parties to these Terms of Agreement.
- 1.8 'the Statement of Principles' means those principles as set out in the Annex to these Terms of Agreement.
- 1.9 'the Waste Management Plan' means the Sub-regional Waste Management Plan which has been jointly adopted in this year 2003 by the Participant Councils as further described in Clause 2.4.

## **2. BACKGROUND**

- 2.1 Article 23 of the 1997 Order establishes a requirement for each district council in Northern Ireland to prepare a waste management plan, taking into account (inter alia) the Waste Strategy prepared by the Department pursuant to Article 19 of the 1997 Order, and including information as to (inter alia) what arrangements that council expects to make with other district councils.
- 2.2 The Department published its Northern Ireland Waste Management Strategy in May 2000, one of the objectives of which was stated therein as being to put in place a framework for preparation of joint waste management plans to develop an integrated network of regional waste management facilities which would be cost effective to the public.
- 2.3 In furtherance of the sub-regional approach promoted by the Department in its strategy, the Participant Councils agreed to form the Eastern Region Waste Management Group for the purpose of developing a joint waste management plan.
- 2.4 ERWGM have now jointly adopted, having consulted with the Department in accordance with the provisions of Article 23 of the 1997 Order, the Waste Management Plan which sets out the proposals of the Participant Councils as to how they would collectively deal with their waste arising over the period of the next 20 years.
- 2.5 The Participant Councils have agreed that, for the purpose of establishing an appropriate legal vehicle tasked with implementing those major procurement arrangements which will arise from the Waste Management Plan, they shall form a Joint Committee pursuant to the provisions of section 19 of the Local Government Act (NI) 1972.
- 2.6 As a preliminary step towards the formation of the Joint Committee, the Participant Councils have separately and effectively adopted the Statement of Principles as those fundamental principles which underpin the role and purpose of the Joint Committee, and which establish the parameters within which the Joint Committee shall function and operate.

## **3. ESTABLISHMENT OF JOINT COMMITTEE**

- 3.1 The Participant Councils, acting pursuant to the powers conferred on them by section 19 of the 1972 Act, hereby collectively agree as follows: -

- 3.1.1 that they shall establish a Joint Committee for the purpose of implementing the policies set out in the Waste Management Plan;
- 3.1.2 that an application shall as soon as practicable be made to the Department to have the Joint Committee constituted a body corporate with perpetual succession by the name of 'Arc 21' with power to employ staff, enter into financing arrangements, including the borrowing of money, hold property and funds, and enter into contracts;
- 3.1.3 that the functions of the Joint Committee shall be fixed by reference to these Terms of Agreement (including the Statement of Principles);
- 3.1.4 that the Order to be made by the Department under section 19 of the 1972 Act shall make such further incidental and consequential provision as shall be reasonably necessary to implement the requirements of these Terms of Agreement, including provision that section 19 of the Interpretation Act (NI) 1954 shall apply to the Joint Committee.

#### **4. DELEGATED POWERS**

- 4.1 The Participant Councils hereby agree that the Joint Committee shall have delegated powers and responsibilities as more particularly described and delimited in the Statement of Principles.
- 4.2 In relation to the acquisition of assets or the incurring of liabilities, a threshold of £250,000 shall apply and over which the unanimous agreement of the Joint Committee and approval of all of the Participant Councils shall be required (as referred to in the 'Principle of Limit of Delegation')

#### **5. ESTABLISHMENT AND OPERATING COSTS**

- 5.1 In accordance with the Principle of Equitable Shared Funding, the costs of establishing and operating the Joint Committee (including contract administration and management costs) shall be borne by the Participant Councils by reference to their respective populations, the percentage calculations of which are set out in the Schedule to these Terms of Agreement, but which shall be reviewed by the Joint Committee every three years, and adjusted as appropriate.
- 5.2 The Joint Committee may (subject to the Principle of Consensus) award contracts for the provision of waste disposal and/or treatment facilities by external contractors on the basis that the costs of constructing the facilities will be amortised over the relevant contract periods or on the basis of such other commercial arrangements as might be appropriate. In determining the specifications of such contracts, the Joint Committee shall endeavour to ensure that:-
  - contracts are appropriately bundled to achieve best value for money for the ERWVG as a whole;
  - contracts shall provide for a suitable number of treatment facilities and waste transfer stations which shall, when taken with other contracts, reflect an equitable geographical distribution of such facilities and stations, having regard at all times to the overall objective of achieving due economies of scale;

- the pricing specification of each contract shall, where circumstances permit, provide for a standard waste tonnage acceptance charge at transfer stations, subject to an economic appraisal being commissioned by the Joint Committee to ensure that, when taken with the pricing structure of other contracts awarded by the Joint Committee, there is no material element of cross-subsidisation of costs within the Participant Councils.

- 5.3** In relation to those waste disposal and/or treatment facilities (including, where appropriate, waste transfer stations) which are procured by the Joint Committee at a capital cost ('the procured facilities'), the costs incurred shall be re-charged to the Participant Councils on the same basis as set out in Clause 5.1. The Joint Committee shall hold the procured facilities in trust for the Participant Councils on a basis commensurate in percentage terms with the costs so re-charged. Tonnage charges shall, unless otherwise agreed, be assessed by reference to the Joint Committee's costs of operating the procured facilities.

In establishing the charges for acceptance of waste at such facilities, the Joint Committee shall consider, where appropriate, the aggregate cost of operating groups of procured facilities of similar treatment types for the purpose of establishing a common rate, but ensuring that no material element of cross subsidisation of tonnage charges arises within the Participant Councils.

## **6. COMPOSITION AND PROCEDURE OF JOINT COMMITTEE**

- 6.1** In accordance with the Principle of Equal Committee Representation, each of the Participant Councils shall have equal representation, agreed at 2 Members each.
- 6.2** The provisions of sections 19 – 22 and 142 and Schedules 2 and 7 of the 1972 Act shall apply to the Joint Committee.
- 6.3** The quorum of the Joint Committee shall be ten, provided that at least six of the Participant Councils are represented.
- 6.4** The proceedings of the Joint Committee shall be regulated by Standing Orders to be agreed and adopted by the Participant Councils.

## **7. DISPUTE RESOLUTION**

In the event of any disagreement between the Participant Councils in relation to any matter arising pursuant to these Terms of Agreement, but entirely without prejudice to the provisions set out in the Statement of Principles (and in particular the Principle of Consensus), the Joint Committee may request the Department or such other body as it might agree to act as a conciliator in accordance with such procedure as shall be agreed by the parties, and to the intent that the parties shall endeavour to resolve their differences in the spirit of achieving the objectives of the Waste Management Plan.

## **8. EFFECTIVE DATE**

These Terms of Agreement shall be deemed to come into effect on the day and year first herein written, being a date following the affixing hereto of all of

the signatures of the respective Chief Executives of all of the Participant Councils as hereinafter provided for.

**IN WITNESS** whereof this Agreement is signed by the respective Chief Executives of each of the Participant Councils and each subscribing his signature hereto in manner hereinafter appearing.

**SCHEDULE****POPULATION JUNE 2001 (MID-YEAR ESTIMATES)**

<b>Council</b>	<b>Actual Population</b>	<b>% of Total</b>
Antrim	48,761	5.28%
Ards	73,435	7.96%
Ballymena	58,801	6.37%
Belfast	277,170	30.02%
Carrickfergus	37,730	4.09%
Castlereagh	66,533	7.21%
Down	64,147	6.95%
Larne	30,811	3.34%
Lisburn	108,997	11.81%
Newtownabbey	80,144	8.68%
North Down	76,578	8.29%
<b>Total</b>	<b>923,107</b>	<b>100%</b>

Annex

STATEMENT OF PRINCIPLES  
ARC 21

PROPOSAL FOR ESTABLISHMENT OF A JOINT COMMITTEE

EASTERN REGION WASTE MANAGEMENT GROUP

The Participant Councils are the eleven district councils of the ERWVG (ARC 21). Subject to their joint adoption of this Proposal Statement and Statement of Principles, the Participant Councils shall then enter into a formal Collaborative Agreement which will contain such further detail as shall be necessary to give legal efficacy thereto. The terms of the Collaborative Agreement shall also be subject to the prior approval of the Participant Councils.

PROPOSAL STATEMENT - CONTEXT OF ESTABLISHMENT

The Joint Committee shall be established by the Participant Councils as a body corporate under section 19 of the Local Government Act (NI) 1972 (pursuant to statutory order). It shall be set up solely in the context of the policies of the Eastern Region Waste Management Group as described in the ARC21 Waste Plan (including the Procurement Plan and the Implementation Plan). As a corporate body, the Joint Committee will have a distinct legal status with power to employ staff, enter into financing agreements, including the borrowing of money, hold property and funds, and enter into contracts.

THE FIVE PRINCIPLES

- Principle of Consensus
- Principle of Limit of Delegation
- Principle of Functional Responsibilities
- Principle of Equitable Shared Funding
- Principle of Equal Committee Representation

PRINCIPLE OF CONSENSUS

It shall be an overarching principle that all policy decisions and decisions with significant financial implications for the Joint Committee shall be taken on the basis of the consensus of all the Participant Councils, within the framework of the Waste Plan and this Proposal and Statement of Principles. Accordingly, any material change in the Waste Plan or any decisions in relation to the acquisition or use of significant assets, or the incurring of significant liabilities will require the prior approval of the Participant Councils.

### **PRINCIPLE OF LIMIT OF DELEGATION**

The Participant Councils shall delegate powers and functions to the Joint Committee to the extent necessary to enable it to carry out its Core Functions and Ancillary Functions. This delegation shall be with a view to achieving economies of scale and minimising of costs. No further functions are to be transferred to the Joint Committee except with the prior approval of the Participant Councils. The Collaboration Agreement shall specify thresholds in relation to the acquisition of assets or the incurring of liabilities over which the unanimous agreement of the Joint Committee or the referral back to the Participant Councils shall be required.

### **PRINCIPLE OF FUNCTIONAL RESPONSIBILITIES**

The Joint Committee shall have Core Functions and Ancillary Functions. The Core Functions shall be the acceptance, treatment and disposal of waste in accordance with the Waste Plan. In relation to the Core Functions (as affecting both short and long-term contracts) the Joint Committee shall:-

- Develop specifications and award criteria for the contracts
- Obtain the approval of the Participant Councils to the specifications and award criteria
- Invite tenders for and award the contracts
- Operate the contracts
- Have the power to acquire, hold and use assets
- Recover the contract operating costs from the Participant Councils on an equitable basis.

The Ancillary Functions shall be matters such as waste minimisation schemes, education programmes and other initiatives as may be agreed from time to time with the individual Participant Councils and to be operated on the basis of annual programmes and/or service level agreements.

### **PRINCIPLE OF EQUITABLE SHARED FUNDING**

- The costs of establishing and operating the Joint Committee shall be pre-estimated as far as possible by reference to a business plan, and/or operating plan, and shall be recovered on an equitable basis (by reference to respective populations) from the Participant Councils in accordance with the provisions of the Collaborative Agreement.
- The Joint Committee's net costs of operating the Core Functions shall be recovered on an equitable basis from the Participant Councils in accordance with the provisions of the Collaborative Agreement, having regard to all relevant cost factors arising in relation to the acceptance, treatment and disposal of waste of each of the Participant Councils.



- The costs of operating the Ancillary Functions shall be in accordance with the relevant annual service level agreements.

**PRINCIPLE OF EQUAL COMMITTEE REPRESENTATION**

The Joint Committee shall be constituted on the basis of equal representation, with ... member(s) to be nominated by each of the Participant Councils. The proceedings of the Joint Committee shall be regulated by Standing Orders to be set out in the Collaboration Agreement."

**ANNEX B**



**ASSETS AND BORROWING POLICY**

**CONTENTS**

**INTRODUCTION**

**GOVERNANCE ARRANGEMENTS**

**DEFINITION OF CAPITAL ASSET**

**ACQUISITION OF CAPITAL ASSETS**

**ASSET REGISTER**

**DE MINIMIS VALUE**

**REVALUATION**

**FINANCING OF CAPITAL ASSETS**

**LOAN FINANCING – LOAN CHARGES**

**GRANT AID**

**CAPITAL RECEIPTS – PROCEEDS FROM THE SALE OF CAPITAL ASSETS**

**CAPITAL FUND AND RENEWAL AND REPAIRS FUND**

**REVENUE CONTRIBUTIONS**

**REVIEW OF PUBLIC ADMINISTRATION**

## **INTRODUCTION**

Since becoming established in 2004, arc21 has incurred only revenue expenditure, receiving revenue funds from Member Councils to fund operational expenses, and contractual obligations.

As part of the ongoing development of the organisation, arc21 will soon become funded through Revenue and Capital sources of finance.

This document sets out the proposed treatment of Capital Assets and their associated funding. The policy will also be in accordance with Local Government Accounting Legislation, the Financial Reporting Standards, the DOE Accounting Directives, the Code of Practice on Local Authority Accounting in the United Kingdom: a Statement of Recommended Practice (SORP). In addition guidance will be taken from the Prudential Code.

## **GOVERNANCE ARRANGEMENTS**

As a Local Government Body, arc21 is subject to the rules and regulations established by the Department of the Environment, in relation to Borrowing.

The Terms of the Agreement, under which arc21 operates, will also apply to the procedures for the acquisition and disposal of Capital Assets together with any borrowing associated therewith.

In general, a business case will be produced setting out the jurisdiction for the investment in Capital Assets together with the method of financing, for approval, subject to the Financial Limits as outlined in the Terms of Agreement, by the Steering Group, Joint Committee and Member Councils.

The role of Member Councils will be vital due to the substantial value of both the capital assets and associated long term borrowing involved. In order that Member Councils can take due account of the issues, particularly affordability considerations, consultation with the Finance Sub Group will form a key element of the governance arrangements. Comments from the Finance Sub Group will be presented to the Steering Group for consideration.

In addition, in accordance with the Statutory regulations, arc21 will require the approval of the Department to borrow and, as a consequence, will also be subject to the policies and procedures in place by the DOE - Local Government Division, required when seeking such approval.

## **DEFINITION OF CAPITAL ASSET**

An asset will be treated as capital if it brings benefits to the organisation beyond one year.

In accordance with Financial Reporting Standard – FRS 15, all costs associated directly with the asset will also be treated as capital.

### **ACQUISITION OF CAPITAL ASSETS**

The organisation may acquire a range of assets such as:

- Land
- Buildings
- Plant and Machinery
- Vehicles
- Long Term Contracts

Capital assets may be acquired for the purposes of the organisation in general, for example for use by the organisation for operational purposes, or may be specifically acquired for the purpose of carrying out contractual obligations on behalf of Member Councils, for example Land may be acquired in support of a specific waste facility.

### **ASSET REGISTER**

All assets will be recorded on an asset register and will include the following information:

- The Type of Asset
- The name of the supplier (s)
- The date of acquisition
- The cost or value at the date of acquisition
- The estimated useful economic life
- The depreciation method and amount
- The revaluation details
- The method of financing
- The period of borrowing – if any
- The Loan Providers
- The terms of the Loan
- The repayments, including interest

### **DE MINIMIS VALUE**

In general individual assets costing up to £5,000 will be purchased through revenue and will not be capitalised. In some circumstances, similar assets may be grouped and treated as capital although each individual item may be valued at less than £5,000.

## **REVALUATION**

Assets will be revalued at least every five years and the Balance Sheet value adjusted accordingly. Any difference between the cost of the asset and its revaluation will be accounted for in the specific asset category and the Revaluation Reserve Account, in the Balance Sheet.

The revaluation will be conducted by the District Valuer or a suitably qualified valuer.

## **FINANCING OF CAPITAL ASSETS**

Capital assets may be financed as follows:

- Loan Finance including Leasing
- Grant Aid
- Capital Receipts – proceeds from the sale of capital assets
- Capital Funds/Repairs and Renewals Funds
- Revenue Contribution

## **LOAN FINANCING – LOAN CHARGES**

In the event that Capital Assets are acquired by Loans (including Leases), the amount so borrowed plus interest, known together as Loan Charges, will be charged to Member Councils on the following basis:

- Capital Assets acquired for General Use
  - Charges on Annual Population Basis
- Capital Assets acquired for Contractual Obligations:
  - (For those Councils taking part in the related contract)**
  - (i) During the Construction Phase
    - Charged on Total Estimated Contract Tonnage
  - (ii) During the Operational Phase
    - Charged on Tonnage Delivered Basis

For cashflow purposes, the amount of Loan Charges payable during the year will be charged in advance to Member Councils to ensure that sufficient funds are available to meet the repayment commitments. Where the Loan Charges are estimated for the year, a year and reconciliation exercise will be undertaken and the appropriate adjustments made to Member Councils.

In terms of Loan Charges specifically related to contractual obligations, the charges applied to Member Councils, when the contract is operational, will be based on the estimated tonnage for the year with adjustments being made at the end of the year to reflect the actual tonnage delivered, subject to any minimum guaranteed tonnage.



### **GRANT AID**

Receipts by way of Capital Grant will be wholly used to reduce the level of borrowing, if any, required to acquire a Capital Asset.

Subject to any repayment conditions, the Capital Grant will be taken to the Deferred Grants Reserve Account and then allocated over the estimated economic life of the asset.

In this way the amount chargeable to Member Councils by way of Loan Charges will be reduced by the Capital Grant.

### **CAPITAL RECEIPTS – PROCEEDS FROM THE SALE OF CAPITAL ASSETS**

In the event of Capital Assets being disposed, the amount received from the proceeds of sale will be treated as a Useable Capital Receipt and, subject to the Legislation, will be utilised to repay any loans outstanding on the specific asset sold with any remaining amount applied to borrowings on other assets.

Any amount remaining after all debt has been repaid may then be used only for the purposes of acquiring other Capital Assets, subject to the approval of the Joint Committee.

### **CAPITAL FUND AND RENEWAL AND REPAIRS FUND**

A Capital Fund and Renewal and Repairs Fund may be established for the purposes of acquiring Capital Assets or for the purposes of funding major Renewal and Repairs Programmes during the estimated useful economic life of Assets.

Where a Capital Asset has been subject to a major Renewal and Repairs Programme, its useful economic life will be reviewed and the Balance Sheet/Asset Register adjusted accordingly.

### **REVENUE CONTRIBUTIONS**

Revenue Contributions will be made out of revenue reserves for the purposes of financing Capital Assets, including the repayment of Loans/Leases, subject to the approval of the Joint Committee.

### **REVIEW OF PUBLIC ADMINISTRATION**

The ongoing Review of Public Administration (RPA) will impact upon the Assets and Liabilities of arc21 in the same way that it will impact on all other Local Government Bodies.

At this stage the impact is unknown and it is presumed that Legislation will be introduced in due course setting out the revised legal arrangements which will apply and at that time a review of the Capital Assets and Liabilities will be undertaken in accordance with RPA.



**ANNEX C**

**FORM OF COLLATERAL WARRANTY**

**ANTRIM BOROUGH COUNCIL,  
ARDS BOROUGH COUNCIL,  
BALLYMENA BOROUGH COUNCIL,  
BELFAST CITY COUNCIL,  
CARRICKFERGUS BOROUGH COUNCIL,  
CASTLEREAGH BOROUGH COUNCIL,  
DOWN DISTRICT COUNCIL,  
LARNE BOROUGH COUNCIL,  
LISBURN CITY COUNCIL,  
NEWTOWNABBIEY BOROUGH COUNCIL,  
NORTH DOWN BOROUGH COUNCIL,**

**and**

**arc21  
and  
[FUNDER]**

**Collateral warranty relating to a further supplemental agreement dated [ ]  
relating to the procurement and management of the  
Residual waste treatment plant**

THIS DEED is made the \_\_\_\_\_ day of \_\_\_\_\_ 2008

**BETWEEN**

**ANTRIM BOROUGH COUNCIL of Civic Offices, 50 Stiles Way, Antrim, Co. Antrim, BT41 2UB;**

**ARDS BOROUGH COUNCIL of 2 Church Street, Newtownards, Co. Down, BT23 4AP;**

**BALLYMENA BOROUGH COUNCIL of Ardeevin, 80 Galgorm Road, Ballymena, Co. Antrim, BT42 1AB;**

**BELFAST CITY COUNCIL of City Hall, Belfast, BT1 5GS;**

**CARRICKFERGUS BOROUGH COUNCIL of Town Hall, Carrickfergus, Co. Antrim, BT38 7BL;**

**CASTLEREAGH BOROUGH COUNCIL of Bradford Court, Upper Galwally, Castlereagh, BT8 6RB;**

**DOWN DISTRICT COUNCIL of 24 Strangford Road, Downpatrick, Co Down, BT30 6SR;**

**LARNE BOROUGH COUNCIL of Smiley Building, Victoria Road, Larne, Co. Antrim, BT40 1RU;**

**LISBURN CITY COUNCIL of The Island, Lisburn, Co. Antrim, BT27 4RL;**

**NEWTOWNABBEY BOROUGH COUNCIL of Mossley Mill, Newtownabbey, Co. Antrim, BT36 5QA;**

**NORTH DOWN BOROUGH COUNCIL of Town Hall, The Castle, Bangor, Co. Down, BT20 4BT;**

each a "Council" and together the "Councils"

**AND**

**arc21 of Walsh House, Fortwilliam Business Park, 35 Dargan Road, Belfast, BT3 9LZ;**

**AND**

**[FUNDER] (the "Beneficiary")**

each a "Party" and together the "Parties".

**WHEREAS**

- (a) Each of the Councils entered into the Terms of Agreement to form a joint committee on 1<sup>st</sup> July 2003 (a copy of which is contained in Annex A hereto). The Terms of Agreement imposes a number of obligations on the Councils in relation to the establishment of arc21 and sets out how arc21 should

function. In the Terms of Agreement each Council also signed up to a Statement of Principles for arc21.

- (b) The joint committee established under the Terms of Agreement was constituted as a body corporate with the name, arc21, pursuant to The Local Government (Constituting a Joint Committee a Body Corporate) Order (Northern Ireland) 2004 (S.R. 2004 No. 49) and the Local Government (Constituting a Joint Committee a Body Corporate) (Amendment) Order (Northern Ireland) 2007 (S.R. 2007 No. 505). The 2007 Order clarified the powers of arc21 and applied certain rights and powers applicable to the Councils to arc21 in its own capacity.
- (c) In connection with the award of the Contract by arc21, arc21 and the Councils entered into a supplemental agreement and the further supplemental agreement to further clarify the rights of the Councils both between themselves and in relation to arc21 and resolved to work together to seek a long term solution to their duties for the treatment of residual controlled waste by procuring a Contractor to construct, provide and operate facilities for the treatment and disposal of such residual waste for the Councils and for managing the resulting Contract on behalf of the Councils.
- (d) By an agreement ("the Finance Agreement") dated [ ] made between the Contractor (1) and the Beneficiary (2) the Beneficiary has subject to the terms and conditions thereof agreed to provide finance or re-finance to assist inter alia in carrying out the Contract.
- (e) It is a term of the Finance Agreement that the parties hereto enter into this Deed

**IT IS HEREBY** agreed as follows –

### **1. Defined terms**

Defined terms shall have the meaning given in the further supplemental agreement, unless otherwise defined herein.

### **2. Warranties/Undertakings**

The Councils hereby warrant and undertake to the Beneficiary that they have performed and shall continue properly and diligently to perform all of their obligations under the further supplemental agreement and will owe the same contractual duties (including without limitation duties of care) to the Beneficiary as those owed by the Councils to arc21.

### **3. Liability of Councils**

The obligations of the Councils under or pursuant to clause 2 hereof shall be without prejudice to any other present or future liability of the Councils to the Beneficiary (including without prejudice to the generality of the foregoing any liability in negligence) and shall not be released diminished or in any other way affected by any independent enquiry into any relevant matter which may be made or carried out by or on behalf of the Beneficiary by any person nor by any action or omission of any person whether or not such action or omission might give rise to an independent liability of such person to the Beneficiary.

**4. Continuing Effect**

Notwithstanding the termination of the further supplemental agreement or any part thereof this Deed shall continue to have effect, provided that no action or proceedings for any breach of this Deed shall be commenced against the Councils by the Beneficiary after the expiry of twelve (12) years from the date of termination of the Contract.

**5. Arc21's Consent**

Arc21 by its execution hereof agrees to the terms and conditions of this Deed.

**6. Assignment**

[This Agreement is personal to the Parties and no Party shall assign transfer or purport to assign or transfer to any other persons any of its rights or sub-contract any of its obligations under this Agreement].

**7. Limitation of Liability**

The Councils shall owe no duty or have any liability under this deed which are greater or of longer duration than that which it owes to arc21 under the further supplemental agreement.

**8. Governing law**

This Agreement shall be governed by and construed in accordance with the law of Northern Ireland and shall be subject to the jurisdiction of the Courts of Northern Ireland.

**9. Third party Rights**

No person other than the Parties shall be entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this Deed has been executed by the Councils, arc21 and the Beneficiary and is intended to be and is hereby delivered on the day and year first above written

**EXECUTED AS A DEED** by )  
[ Councils] )  
acting by:- )

**EXECUTED AS A DEED** by )  
[ arc21] )  
acting by:- )

**EXECUTED AS A DEED** by )  
[ Beneficiary] )  
acting by:- )

**Belfast City Council**

<b>Report to:</b>	Health & Environmental Services Committee
<b>Subject:</b>	<b>Award of arc21 Organic Waste Treatment Service Contract</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	Tim Walker, Head of Waste Management, Ext 3311
<b>Contact Officer:</b>	Maria McAleer, Policy & Compliance Officer, Ext 3439

**Relevant Background Information**

This report has been prepared in relation to the award of the arc21 Organic Waste Treatment Service Contract and follows on from the Joint Committee consideration and approval of contract award at its recent meeting on 9 October.

Members may recall the arc21 Organic Waste Treatment Service Contract Tender Report (appendix 1) was brought to the September 2006 meeting of the Joint Committee which was followed by a further Addendum Tender Report (appendix 2) presented to the December 2007 Joint Committee meeting on foot of the Judgment of Deeny J in the Queens Bench Division of the High Court of Justice.

The decision of the Joint Committee at its December 2007 meeting was that, "*subject to financial close and securing appropriate confirmations from NWP, the tender is awarded to NWP*" and that "*the recommendations are then considered as soon as possible by each Council in accordance with the requirements of the arc21 Terms of Agreement*".

This decision was communicated forthwith to all bidders together with the relevant advantages of the winning bid in comparison to their offers, as required under The Public Services Contracts Regulations 1993 (the governing Regulations, being those extant at the time of dispatch of the Contract Notice). None of the bidders requested any further information.

Subsequent to the decision of the Joint Committee, appropriate confirmations have been received, financial close has been achieved and the final details of the contract documentation agreed. The Council's Legal Services Department is currently completing the administrative task of drawing together the appropriate bundles of documents and preparing the schedules for signature and this work is now almost complete and ready for arc21 to sign the documents.

Accordingly, following approval of the arc21 Joint Committee and its referral to the constituent councils, it is proposed that the City Council approves the Joint Committee decision to award the Organic Waste Treatment Service Contract to Natural World Products Ltd.

The following contractual issues were highlighted in the September 2006 Organic Waste Treatment Service Contract Tender Report (appendix 1) to the arc21 Joint Committee and are revisited for clarity:

### **“3 Contractual Issues**

#### **3.1 Tender Documents**

*The main elements of the tender documents are as follows:*

##### **3.1.1 Service Delivery Plan**

*The specification was designed as an output specification requiring Tenderers to demonstrate through a Service Delivery Plan, how the Client’s requirements would be met. The documents specified the minimum requirements to be included in each section of the Service Delivery Plan and the fact that the Plan would be incorporated as a binding contractual requirement in any tender accepted.*

##### **3.1.2 Specification**

*Organic Waste Treatment Service Contract Summary*

*Objective:*

- 1. To provide an Organic Waste Treatment Service to assist arc21 in meeting recycling targets and the requirement to divert materials from landfill.*

*Elements include:*

- Feedstock material delivered from kerbside collections, primarily commingled (Type 2). Material in a separate stream collected at Civic Amenity Sites (Type 1) will also be presented. Materials will comprise single stream and commingled source segregated organic kitchen and garden waste.*
- Individual Councils deliver kerbside collected waste and Civic Amenity waste to the Contractor’s facilities (see Appendix IV).*
- Compliant bid to utilise the three offered Council sites located within Antrim, Belfast and Down*
- Option to include alternative bids subject to the inclusion of a compliant bid.*
- Contractor may offer start up arrangements to process material in advance of the permanent facilities becoming operational.*
- Planning risk with arc21, the Contractor having to comply with reasonably foreseeable planning conditions and with contractual arrangements in place for termination without fault and compensation of agreed costs in the event of planning refusal.*
- Permitting risk with Contractor.*
- Council sites offered are included as a catalogue with the tender documents, provided without prejudice.*
- Recognized Quality Standard specified for output material to ensure landfill diversion and sale of outputs.*
- Contractor to market outputs.*

##### **3.1.3 Conditions of Contract / Pricing Mechanism**

- Single service contract for all facilities.*
- Gate fee contract to provide capacity from the processing facilities.*
- Gate fee banded by tonnage for input materials.*
- Year on year price indexation arrangement.*
- Profit sharing mechanism should the market value of outputs rise dramatically.*
- Minimum tonnage guaranteed by the Client (80% of projections).*
- Minimum feedstock quality guaranteed by the Client (Maximum 10% contamination in any one load – Maximum 5% overall annual average).*

- *Projected tonnages and material streams as per arc21 Waste Management Plan and agreed with each Council (see Appendix V).*
- *First three years tonnages to be agreed with the successful contractor to allow Council roll-out of brown bins to match treatment capacity coming on-line.*
- *Exclusivity clause requiring all relevant organic kitchen and garden waste feedstock to be committed to the contract.*
- *Contract duration of fifteen years, with optional extensions of one-year blocks subject to six months advanced notice being given.*
- *Cost of a bond to the value of £100,000 to be included as an option to be taken up at the Client's discretion.*

#### 3.1.4 Other Issues

- *Where a Council delivers less than their guaranteed tonnage resulting in arc21 failing to deliver the guaranteed tonnage to the Contractor, then the Council will be expected to make a payment at the prevailing rate..."*

#### **Rates and Prices**

The Organic Waste Treatment Service Contract allows for annual indexation (RPI04) of the gate fees to enable the contractor to recover inflationary increases in its operating costs over the life of the contract. The first indexation was due at October 2007 and the second is due at October 2008. This makes the Type 1 October 2008 price £34.74 (up from £31.75 in 2006) and the Type 2 October 2008 price £44.69 (up from £40.85 in 2006).

The contract did not allow for construction indexation as contractors were required to absorb planning delay (up to a 2 year long-stop) and obviously their own construction time was at their own risk (but with a contractual requirement to complete construction within 18 months of planning permission being granted).

The contract did not contemplate any other construction cost escalation as a legal challenge was not foreseen. As matters have turned out however, there has been 14 months of delay and construction cost escalation that was not contemplated by the contract. arc21 have a duty to act fairly and reasonably in the administration of the contract and accordingly have taken expert legal and financial advice on this issue. This has resulted in a one off increase of £0.90 in the price of Type 1 and £1.12 in the price of Type 2 being deemed fair and reasonable in the circumstances and makes the final October 2008 contract Type 1 price £35.64 and Type 2 price £45.81.

#### **Tonnage and Start-up**

The contract allows for up to 2 years for arc21 to achieve planning permissions on all three sites (treatment plant, Antrim transfer and Down transfer) and then requires the contractor to have completed construction of all the new facilities in their bid by the end of 18 months from the granting of the last of the three arc21 planning permissions.

The date on which service commences is the date on which the contractor receives the first material from arc21 for processing after all the arc21 member councils have approved the award. The service adjustment date is the date on which all the new facilities in the bid are fully operational. The start-up period is then the period between the service commencement date and the service adjustment date.

On the basis that achievement of planning permission on all three sites takes between 6 months and 2 years from present day, the start-up period will last between 2 and 3 ½ years (i.e. 18 months after grant of the last planning permission).

During the start-up period, the tonnage is to be progressively agreed between arc21 and the contractor as progress with planning permissions and construction programmes becomes clear with a presumption that the contractor will make available as much capacity in excess of 40,000 tonnes as it can, based on planning permissions and its construction programme and that councils will endeavour to fill the available capacity, based on expiry of their current commitments and roll-out of brown bins and food waste collections.

Once the start-up period has ended and the service adjustment date has been reached, the contractual commitment on councils is to supply all their source segregated organic waste to the contract with a minimum commitment of 80% of the council figure in the contract (see appendix 1, Tender Report 2006 – page 19).

### **Key Issues**

Regarding the award of the Organic Waste Treatment Services Contract, arc21 has now received appropriate confirmations and financial close has been achieved and the final details of the contract documentation agreed. The Council's Legal Services Department is currently completing the administrative tasks and preparing the schedules for signature and this work is now almost complete.

Accordingly, the Joint Committee confirmed its decision to award the tender to NWP and that the recommendations contained within the arc21 Joint Committee report are then considered as soon as possible by each Council in accordance with the requirements of the arc21 Terms of Agreement and that in so doing each council resolve to:

- Agree the award of the contract to NWP and inter alia,
  - Deliver source segregated organic waste to the contract and pay arc21 at the appropriate rate per tonne,
  - Provide source segregated organic waste exclusively to the contract,
  - During the start-up period, to endeavour to fill the available capacity, subject to expiry of current commitments and appropriate roll-out of brown bins and food waste collections,
  - After start-up, to provide a minimum of 80% of projected tonnage (as per appendix a, Tender Report 2006 – page 19) and
  - To provide source segregated organic waste with no more than 10% contamination in any one load and no more than 5% overall annual average contamination.

### **Resource Implications**

Members will be aware that a report was approved by Committee to include kitchen waste within the brown bins, in accordance with the Council's Waste Plan. The award of the above contract provides a treatment facility which can appropriately treat both co-mingled kerbside collected waste (Type 2) and Recycling Centre waste (Type 1), both of which count significantly towards meeting the Council's obligations under the Northern Ireland Landfill Allowances (NILAS) Regulations due to their high organic content. The cost to the Council of treating these wastes is likely to be in the region of £690,000 for 2009/10.

This compares with a figure of £888,000 should this material be directed to landfill, and this figure would increase further to approximately £1 million pounds in 2010/11 with the increase in the landfill tax escalator.

Members will be aware that as part of the Council's Waste Disposal Financial Strategy, allowance has been made in previous years' revenue estimates to limit the impact on the ratepayers of the enormous step increases in waste disposal cost which were forecast to be incurred between 2006-2010. In the interim period, the additional financial provision has been used by the Council to fund non-recurring projects across the Council. As the actual



increased waste disposal costs are incurred, such as the commencement of the Organic Waste Treatment Service Contract, the funding previously used for these projects is transferred to the operational waste disposal costs without additional impact on the ratepayer.

### **Recommendations**

The Committee is requested to adopt the confirmed decision of the arc 21 Joint Committee and to agree the award of the Organic Waste Treatment Services Contract to NWP and inter alia:

- To deliver source segregated organic waste to the contract and pay arc 21 at the appropriate rate per tonne
- To provide source separated organic waste exclusively to the contract
- During the start up period, to endeavour to fill the available capacity subject to expiry of current commitments and appropriate roll out of brown bins and food waste collections
- After start up, to provide a minimum of 80% of projected tonnage (as per Appendix 1, Tender report, September 2006 – page 19)
- To provide source segregated organic waste with no more than 10% contamination in any one load and no more than 5% overall annual average contamination.

### **Abbreviations**

NWP – Natural World Products Ltd  
NILAS – Northern Ireland Landfill Allowances

### **Documents Attached**

Appendix 1 – arc21 Joint Committee Organic Waste Treatment Service Contract Tender Report, September 2006

Appendix 2 – arc21 Joint Committee Organic Waste Treatment Contract Tender Addendum Report, December, 2007

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## **Organic Waste Treatment Service Contract**

### **- Tender Report**

**September 2006**

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## Organic Waste Treatment Service Contract

### 1. Purpose

To make recommendations arising from tender action for Organic Waste Treatment services for arc21.

### 2. Background

As Members are aware, tenders were invited in June 2005, through the European Union Procurement Regulations 1993 - Restricted Procedure, for the provision of Organic Waste Treatment capacity, to process source segregated organic waste collected by arc21 Councils, in accordance with the sub-regional Waste Management Plan.

This involved the compilation of a Select List of Tenderers through a pre-qualification questionnaire procedure. In this case, a Select List of eight Tenderers was approved by the Joint Committee.

### 3. Contractual Issues

#### 3.1 Tender Documents

The main elements of the tender documents are as follows:

##### 3.1.1 Service Delivery Plan

The specification was designed as an output specification requiring Tenderers to demonstrate through a Service Delivery Plan, how the Client's requirements would be met. The documents specified the minimum requirements to be included in each section of the Service Delivery Plan and the fact that the Plan would be incorporated as a binding contractual requirement in any tender accepted.

##### 3.1.2 Specification

Organic Waste Treatment Service Contract Summary

Objective:

1. To provide an Organic Waste Treatment Service to assist arc21 in meeting recycling targets and the requirement to divert materials from landfill.

Elements include:

- Feedstock material delivered from kerbside collections, primarily commingled (Type 2). Material in a separate stream collected at Civic Amenity Sites (Type 1) will also be presented. Materials will comprise

single stream and commingled source segregated organic kitchen and garden waste.

- Individual Councils deliver kerbside collected waste and Civic Amenity waste to the Contractor's facilities (see Appendix IV).
- Compliant bid to utilise the three offered Council sites located within Antrim, Belfast and Down.
- Option to include alternative bids subject to the inclusion of a compliant bid.
- Contractor may offer start up arrangements to process material in advance of the permanent facilities becoming operational.
- Planning risk with arc21, the Contractor having to comply with reasonably foreseeable planning conditions and with contractual arrangements in place for termination without fault and compensation of agreed costs in the event of planning refusal.
- Permitting risk with Contractor.
- Council sites offered are included as a catalogue with the tender documents, provided without prejudice.
- Recognized Quality Standard specified for output material to ensure landfill diversion and sale of outputs.
- Contractor to market outputs.

### 3.1.3 Conditions of Contract / Pricing Mechanism

- Single service contract for all facilities.
- Gate fee contract to provide capacity from the processing facilities.
- Gate fee banded by tonnage for input materials.
- Year on year price indexation arrangement.
- Profit sharing mechanism should the market value of outputs rise dramatically.
- Minimum tonnage guaranteed by the Client (80% of projections).
- Minimum feedstock quality guaranteed by the Client (Maximum 10% contamination in any one load – Maximum 5% overall annual average).

- Projected tonnages and material streams as per arc21 Waste Management Plan and agreed with each Council (see Appendix V).
- First three years tonnages to be agreed with the successful contractor to allow Council roll-out of brown bins to match treatment capacity coming on-line.
- Exclusivity clause requiring all relevant organic kitchen and garden waste feedstock to be committed to the contract.
- Contract duration of fifteen years, with optional extensions of one-year blocks subject to six months advanced notice being given.
- Cost of a bond to the value of £100,000 to be included as an option to be taken up at the Client's discretion.

#### 3.1.4 Other Issues

- arc21 may underwrite the preferred Contractor to produce the information required by the Client to submit planning applications for the Council sites during the two-month period while individual Councils give approval. If the preferred Contractor for some reason is not awarded the contract, reasonable costs for the agreed activities incurred during this period may be awarded by arc21.
- Where a Council delivers less than their guaranteed tonnage resulting in arc21 failing to deliver the guaranteed tonnage to the Contractor, then the Council will be expected to make a payment at the prevailing rate.

#### 4. Tender Returns

Valid tenders were received from four Contractors by the closing date of 3pm on 9th May 2006. The Tenderers were as follows:

**Agrivert Limited, Radford, Oxfordshire.**

**MB Composting, Rugby, Warwickshire.**

**Natural World Products Limited (NWP), Keady, County Armagh.**

**Thames Water Services Limited Trading as Terra Eco Systems,  
Reading, Berkshire.**

As requested by the Client, each Tenderer submitted separate compliant bids for the fifteen year contract utilising the three Council sites. In addition, the Contractors submitted a total of six other bids, giving a total of ten tenders.

The remaining four select list Contractors submitted formal withdrawal letters. There was no common reason cited for withdrawal.

The Agrivert compliant bid proposed transfer facilities at Antrim and Down with treatment facilities for all feedstock at Belfast. The one Agrivert variant bid proposed treatment facilities for all feedstock at Belfast with no transfer facilities provided but offering a lower gate-fee.

The MB compliant bid proposed transfer facilities at Antrim and Down with treatment facilities for all feedstock at Belfast. The two MB variant bids proposed a similar service delivery regime, one with a fifteen year period and variant finance package and the other with a twenty-five year period and variant finance package and offering lower gate-fees.

The NWP compliant bid proposed transfer facilities at Antrim and Down with treatment facilities for all feedstock at Belfast. The two other NWP bids also proposed transfer facilities at Antrim and Down but with green waste treatment at Belfast and kerbside collected kitchen and garden waste treatment at a proposed facility on their Glenside site. One bid proposed all kerbside material be delivered to Glenside rather than Belfast and the other offered a transfer station at Belfast with kerbside material going to the closer of Glenside direct or the Belfast transfer station.

The Terra Eco compliant bid proposed a transfer facility at Antrim with treatment facilities for all feedstock at Belfast and Down. The one other Terra Eco bid proposed treatment facilities for all feedstock at Belfast, Antrim and Down but offering a higher gate-fee.

The various service delivery proposals are summarised in tables at Appendix I.

## **5. Evaluation**

### **5.1 Criteria**

Tender Evaluation Criteria used for assessing tenders, were in accordance with the Official Journal of the European Community (OJEC) Notice and the criteria stated in the documents.



The main elements of the Tender Evaluation Process have been grouped into: Cost; Technical; and Quality, with relative weightings as follows:

<b>Assessment - Section</b>	<b>Weighting</b>	<b>Assessment: Sub-Section</b>	<b>Key aspects are likely to include:</b>
Cost	55%	Gate price Financial Plan	<ul style="list-style-type: none"> <li>• Level of cost</li> <li>• Value for money</li> <li>• Sustainability</li> </ul>
Technical	45%	Service Delivery Plan	<ul style="list-style-type: none"> <li>• Compatibility with ERWMG Plan*</li> <li>• Service structure</li> <li>• Deliverability</li> <li>• Programme</li> <li>• Output streams and quality</li> <li>• Markets availability and security</li> </ul>
QA	Scored in the technical element	Service Delivery Plan	<ul style="list-style-type: none"> <li>• Systems</li> <li>• Self Monitoring Proposals</li> </ul>

(\*) The ERWMG Plan is the Eastern Regional Waste Management Plan now more commonly known as the arc21 Waste Management Plan.

Cost is defined as whole life costs, including gate fees, travel costs and residual values.

The cost element also includes the assessment of the Financial Plan, designed to allow the client to evaluate sustainability over the contract period.

## 5.2 Methodology

The tender process was administered throughout by Jacobs Babtie. The main Evaluation Team consisted of Members of arc21 and the Technical Working Group, supported by Jacobs Babtie staff with an observer from the Strategic Investment Board (Northern Ireland).

While the main Evaluation Team worked on the overall and technical elements of the tender assessment process, supported by the UK Composting Association, two sub-groups worked in parallel to assess the Financial Plan and Transport Costs, using the bespoke financial and transport models previously designed for this purpose.

The financial sub-group consisted of staff from arc21 with support from accountants in the Finance Sub Group and Caledonian Economics, a company specialising in this type of work. The transport sub-group consisted of Jacobs Babbie staff who had originally designed the transport model. The financial sub-group was provided with supplementary support through other specialist sources, particularly from PriceWaterhouseCoopers (Accountancy) and White Young and Green (Quantity Surveying).

The Evaluation Team evaluated the interface elements of the Service Delivery Plan while the UK Composting Association evaluated the process elements of the Service Delivery Plan. The UK Composting Association was chosen as the leading authority in the field, being both co-author and certificating body for the UK National Composting Standard, PAS100. The UK Composting Association used their standing consultants, ORA, to assist them in the work. It is of note that ORA are part of the IGW Group who are acknowledged as World experts in composting, having first pioneered source segregated collections of organic municipal waste and composting of the arisings in Germany in the 1980's.

In accordance with a pre-agreed programme, the Evaluation Team and sub-groups met on a number of occasions to assess the tenders, using a pre-determined structured marking system and proforma.

This process resulted in a number of clarification queries with all four Tenderers. The clarification queries were addressed in writing and through a formal meeting held with each Tenderer. A number of site visits to contractor reference plants were also held to finalise the technical aspects of the evaluation arising from the clarifications received.

The Team met on a number of further occasions to review the tenders, taking into account clarification responses and input from the sub-groups and UK Composting Association, with the last review meeting being held on Monday 25<sup>th</sup> September 2006.

Due to the nature and extent of tenders, the whole process has been necessarily detailed with the consequence that the programme has slipped by one month.

### 5.3 Marking System

The Evaluation Team marked tenders in accordance with the criteria agreed, using whole life costs for the tonnages projected in the tender documents, assessing the impact of total gate fees, transport costs and residual value.

In addition, sensitivity analyses were undertaken using a range of varying tonnages and residual life cycle valuation of assets.

## 6. Tender Outcome

As stated above, ten tenders have been received from four Select List Tenderers. These propose a range of alternatives including alternate and additional site locations, longer contract durations and alternate financing mechanisms. The other Select List Contractors submitted letters of withdrawal.

### 6.1 Cost

All tenders are considered acceptable in cost terms, with the lowest three tenderers being particularly competitive in relation to gate fee when benchmarked against recent experience in both Northern Ireland and Great Britain.

All Tenderers have responded to the tender in a way that demonstrates the advantages of collective working and achieving economies of scale. Three Tenderers have completed the Form of Tender on a reducing scale of gate fees as increased tonnages are delivered.

In terms of the NWP proposals it is of note that while the three tenders were competitive, none was the least cost.

### 6.2 Locational Issues

All four Tenderers propose the use of one main central processing facility. One Tenderer proposes the use of two transfer stations on client sites with a variant for none, at reduced cost; one proposes the use of two transfer stations on client sites; one proposes two transfer stations on client sites with options for the central processing facility to be on its own site and the third client site to carry a green waste facility or a green waste facility and a third transfer station; and one proposes the option to use a small satellite processing facility on one client site and a transfer station on the other or a small satellite processing facility on each.

All propose new processing capacity in the event of award.

### 6.3 Technical Merit

While there are some service delivery issues with all tenders, with three tenderers these are considered to be minor in nature and acceptable in terms of the established technical criteria.

With regard to the NWP tenders however, the UK Composting Association / ORA Report stated that the NWP proposals ‘... would not adequately process peak feedstock volumes without significant changes to facility design and operational plans’ and concluded that it was ‘... likely to be unable to meet the output specification in respect of a large amount of the annual tonnage’.

The UK Composting Association / ORA presented their report to the Evaluation Team. The report included significant evidence supporting their conclusions. This evidence was based on the tender submissions, clarification answers received and reference plant visits together with application of their scientific expertise and knowledge / experience of similar facilities operating throughout the UK and Europe.

In considering the report the Evaluation Team was aware of its duties both in respect of fairness to all the bidders in the evaluation process and protection of public funds in recommending the bid that would provide the optimum balance between quality and price, as expressed by the published tender award criteria. The Evaluation Team found the UK Composting Association / ORA report to be compelling and persuasive and concluded that the diligence of the study therein was consistent with those duties.

The Evaluation Team sought the opinion of Senior Counsel in respect of the impact of the conclusions of the UK Composting Association / ORA report on the completion of the tender evaluation process.

Acting on the advice received, the Evaluation Team concluded that the NWP tenders were not acceptable and were evaluated no further.

#### 6.4 Financial Sustainability

The financial evaluation was conducted independently of the technical evaluation and in this context, all tenders are deemed to be financially sustainable.

#### 6.5 Service Delivery Plan

Each remaining Service Delivery Plan was considered to be sufficient for the purpose of Tender Evaluation. However, given that the Service Delivery Plan forms the main element of the contract, it was considered that all required to be read together with the written clarifications received.

Accordingly, the Evaluation Team recommends that an award to any of the three Tenderers must be based on a final Service Delivery Plan, which will incorporate the clarifications received and form the basis for the contract.

#### 6.6 Quality Systems

All remaining Tenders were deemed to contain some deficiencies in the quality system proposals; however the Evaluation Team considered that these were very minor and procedural in nature and could be addressed in the contractual version of the Service Delivery Plan.

## 6.7 Bond

Two Tenderers completed the Form of Bond in the tender return documents, at costs in the region of 5% of the specified value. The Evaluation Team considers these costs to be acceptable and recommends that the Bond option is taken up in the contract subject to costs being confirmed at these levels.

## 7. Discussion

As stated, two of the remaining Tenderers have submitted variant bids. The Evaluation Team determined that in order to merit consideration of acceptance, a variant bid would have to demonstrate economic advantage when compared to the most competitive compliant bid.

### 7.1 Variant Bids

The MB Composting variant bids contain fifteen and twenty five year financing options. The fifteen year variant is not competitive in comparison with the compliant bids from other tenders. The twenty five year variant only approaches the level of competitiveness of the compliant bids from other tenders when offset by the un-guaranteed potential revenue sharing offered.

The Agrivert variant bid comprises a central treatment facility on the client site in Belfast with no transfer facilities provided at Down and Antrim. The additional client transportation costs required to haul all the feedstock material to the Belfast site render this bid less competitive.

The Evaluation Team considers that:

1. Neither the MB Composting 15 year variant bid nor their 25 year variant bid demonstrate economic advantage when compared to the most competitive compliant bids, even when allowing for un-guaranteed potential revenue share.
2. The Agrivert variant bid, omitting transfer stations, does not demonstrate economic advantage, in comparison with the most competitive compliant bids.

Accordingly the Evaluation Team concluded that these variants did not merit consideration of acceptance.

## 8. Conclusions

As noted above, a full evaluation has been carried out of all acceptable tenders in accordance with the criteria set out in the contract documents relating to cost, quality and technical issues.

Details of whole life gate fees for the four relevant tenders, are given at Appendix II. These figures are based on the feedstock tonnage estimates given in the tender documentation.

In relation to the evaluation matrix, the Terra Eco compliant bid 1, comprising a main treatment facility at the Belfast client site together with a satellite treatment facility at the Down client site and a transfer station at the Antrim client site is ranked highest and represents the most economically advantageous tender, at an estimated whole life value of £68,462,127 or an average whole life gate price of £43.38 per tonne. The bid is based on tonnage banded gate fees as shown at Appendix III.

The Terra Eco compliant bid 2, comprising a main treatment facility at the Belfast client site together with satellite treatment facilities at the Down client site and the Antrim client site is ranked second at an estimated whole life value of £77,191,774 or an average whole life gate price of £48.91 per tonne. The bid is based on tonnage banded gate fees as shown at Appendix III.

These tenders both propose the construction of new facilities providing new capacity.

It should be noted that it is essential to achieve or exceed the contractual minimum guaranteed tonnage (80% of projections), emphasising the need to achieve projected tonnages if best value is to be achieved and economies of scale are to be accrued. Projected arisings and indicative delivery locations are given at Appendices IV and V.

It is also essential for member Councils to endeavour to deliver organic waste feedstock material to the contract within the tender contamination levels (Maximum 10% on any one load – Maximum 5% annual average). Where contamination exceeds the levels stated, the contractor is due the actual additional costs incurred (open book accounting procedures apply) plus the tendered percentage uplift on those costs.

**9. Recommendations**

It is recommended that:

1. The tender is awarded to Terra Eco, in accordance with the offer expressed in their Compliant (1) bid for a fifteen year contract period with optional extensions of one year increments, up to a maximum of five years, as the tender which represents best economic advantage.
2. The award of the contract will be based on the contractual version of the Service Delivery Plan including the written clarifications received.
3. A Bond to the value of £100,000 is entered into in accordance with the provisions of the tender, subject to confirmation of costs.
4. Subject to Joint Committee's approval, the recommendations are then considered as soon as possible by each Council in accordance with the requirements of the arc21 Terms of Agreement.
5. Pending the outcome of the democratic process, arc21 advises the Contractor of the decision of the Joint Committee and underwrites the contractor to produce technical information necessary to proceed with planning applications for the facilities, up to a sum of £45,000, in accordance with the provisions of the tender.

Appendix I

**Summary of Service Delivery Facilities Offered**

		Agrivert Compliant	Agrivert Variant
Feedstock 1	North	Antrim Transfer	None
Feedstock 2	North	Antrim Transfer	None
Feedstock 1	Central	Belfast Treatment (IVC)	Belfast Treatment (IVC)
Feedstock 2	Central	Belfast Treatment (IVC)	Belfast Treatment (IVC)
Feedstock 1	South	Down Transfer	None
Feedstock 2	South	Down Transfer	None

Notes Both Treatment and Transfer include Reception of Feedstock Material  
 Antrim, Belfast and Down are client sites  
 IVC = In Vessel Composting  
 Feedstock 1 = Civic Amenity Green Waste  
 Feedstock 2 = Brown Bin – Kitchen & Garden Waste

		MB Composting Compliant	MB Composting Variants
Feedstock 1	North	Antrim Transfer	Antrim Transfer
Feedstock 2	North	Antrim Transfer	Antrim Transfer
Feedstock 1	Central	Belfast Treatment (AD)	Belfast Treatment (AD)
Feedstock 2	Central	Belfast Treatment (AD)	Belfast Treatment (AD)
Feedstock 1	South	Down Transfer	Down Transfer
Feedstock 2	South	Down Transfer	Down Transfer

Notes Both Treatment and Transfer include Reception of Feedstock Material  
 Antrim, Belfast and Down are client sites.  
 Variant offers contractor site at Down  
 AD = Anaerobic Digestion  
 Feedstock 1 = Civic Amenity Green Waste  
 Feedstock 2 = Brown Bin – Kitchen & Garden Waste



		NWP Compliant 1	NWP Compliant 2	NWP Compliant 3
Feedstock 1	North	Antrim Transfer	Antrim Transfer	Antrim Transfer
Feedstock 2	North	Antrim Transfer	Antrim Transfer	Antrim Transfer
Feedstock 1	Central	Belfast Treatment (IVC)	Belfast Treatment (IVC)	Belfast Treatment (IVC)
Feedstock 2	Central	Belfast Treatment (IVC)	Glenside Treatment (IVC) & Belfast Transfer	Glenside Treatment (IVC)
Feedstock 1	South	Down Transfer	Down Transfer	Down Transfer
Feedstock 2	South	Down Transfer	Down Transfer	Down Transfer

Notes Both Treatment and Transfer include Reception of Feedstock Material  
 Antrim, Belfast and Down are client sites. Glenside is a Contractor Site  
 IVC = In Vessel Composting  
 Feedstock 1 = Civic Amenity Green Waste  
 Feedstock 2 = Brown Bin – Kitchen & Garden Waste

		Terra Eco Compliant 1	Terra Eco Compliant 2
Feedstock 1	North	Antrim Transfer	Antrim Treatment (VCU)
Feedstock 2	North	Antrim Transfer	Antrim Treatment (VCU)
Feedstock 1	Central	Belfast Treatment (IVC)	Belfast Treatment (IVC)
Feedstock 2	Central	Belfast Treatment (IVC)	Belfast Treatment (IVC)
Feedstock 1	South	Down Treatment (IVC)	Down Treatment (IVC)
Feedstock 2	South	Down Treatment (IVC)	Down Treatment (IVC)

Notes Both Treatment and Transfer include Reception of Feedstock Material  
 Antrim, Belfast and Down are client sites  
 IVC = In Vessel Composting  
 VCU = Vertical Composting Unit  
 Feedstock 1 = Civic Amenity Green Waste  
 Feedstock 2 = Brown Bin – Kitchen & Garden Waste

## Appendix II

**Whole of Life Costs and Gate Fees for each remaining bid are as follows:**

<b>Name</b>	<b>Type of Bid</b>	<b>£ Value</b>	<b>Ranking</b>	<b>£ Per Tonne</b>
		<b>(Whole of Life)</b>		<b>(Whole of Life)</b>
Tenderer 2	Compliant 1	£68,462,127	1	£43.38
Tenderer 2	Compliant 2	£77,191,774	2	£48.91
Tenderer 1	Compliant 1	£84,406,556	3	£53.49
Tenderer 4	Compliant 1	£129,850,484	4	£82.28

Note : these figures are based on Gate Fees at 100% of projected tonnage, Transport Costs, Residual Assets Costs and a credit for the Estimated Value of Assets being acquired by the Authority at the end of the contract period using an economic useful life of 40 years.

## Appendix III

**Type 1 Material – Garden Waste – Gate Fee**

<b>Band</b>	<b>Tonnage</b>	<b>Terra Eco (1)</b>	<b>Terra Eco (2)</b>
1	0 to 5,000	24.50	24.50
2	5,001 to 10,000	24.50	24.50
3	10,001 to 15,000	24.50	24.50
4	15,001 to 20,000	24.50	24.50
5	20,001 to 31,000	24.50	24.50
6	31,001 to 45,000	21.50	21.50
7	Above 45,000	21.50	21.50

**Type 2 Material – Kitchen Waste – Gate Fee**

<b>Band</b>	<b>Tonnage</b>	<b>Terra Eco (1)</b>	<b>Terra Eco (2)</b>
1	0 to 6,000	44.50	51.00
2	6,001 to 15,000	44.50	51.00
3	15,001 to 32,000	44.50	51.00
4	32,001 to 45,000	41.50	48.00
5	45,001 to 60,000	41.50	48.00
6	60,001 to 75,000	41.50	48.00
7	Above 75,000	41.50	48.00

**Residual Assets**

The cost to the Authority of the residual assets at the end of the 15 year contract period is NIL due to them having been paid for through the gate fee over the life of the contract.

The estimated value of residual assets to be transferred to the Authority at the end of the 15 year contract period is £3,404,997.

## Appendix IV

**Indicative Delivery Locations**

<b>Belfast Facility</b>	<b>Antrim Facility</b>	<b>Down Facility</b>
Ards	Antrim	Down
Belfast	Ballymena	Lisburn (Closer Wards)
Carrickfergus	Larne (Closer Wards)	
Castlereagh		
Newtownabbey		
North Down		
Larne (Closer Wards)		
Lisburn (Closer Wards)		

Appendix V

**Projected Tonnages**

Note - First three years tonnages to be agreed with the successful contractor to allow Council roll-out of brown bins to match treatment capacity coming on-line.

**Feedstock Material Type 1**

Council	2005/06	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
Antrim	4,260	4,464	2,956	1,394	1,417	1,440	1,463	1,485	1,507	1,529	1,549	1,569	1,588	1,606	1,623	1,639
Ards	6,654	6,770	4,174	1,486	1,510	1,535	1,559	1,583	1,607	1,629	1,651	1,672	1,692	1,711	1,730	1,747
Ballymena	2,890	2,941	2,246	1,521	1,546	1,571	1,596	1,621	1,645	1,668	1,690	1,712	1,732	1,752	1,771	1,788
Belfast	9,355	12,875	7,887	2,724	2,769	2,813	2,858	2,902	2,945	2,987	3,027	3,065	3,102	3,137	3,171	3,202
Carrickfergus	2,423	3,033	1,805	534	543	552	561	569	578	586	594	601	609	615	622	628
Castlereagh	2,846	2,896	1,934	433	440	447	454	461	468	474	481	487	493	498	504	509
Down	3,887	3,955	2,233	451	459	466	473	481	488	495	501	508	514	520	525	530
Larne	1,583	1,849	1,054	232	236	239	243	247	251	254	258	261	264	267	270	272
Lisburn	7,070	8,317	6,117	1,775	1,804	1,832	1,861	1,888	1,915	1,941	1,965	1,989	2,012	2,033	2,053	2,073
Newtownabbey	6,250	7,215	4,690	2,075	2,109	2,144	2,177	2,211	2,244	2,276	2,306	2,336	2,364	2,390	2,416	2,440
North Down	5,914	6,427	4,095	1,662	1,689	1,715	1,742	1,768	1,793	1,817	1,840	1,862	1,883	1,903	1,922	1,941
<b>Total</b>	<b>53,131</b>	<b>60,742</b>	<b>39,192</b>	<b>14,286</b>	<b>14,521</b>	<b>14,755</b>	<b>14,987</b>	<b>15,217</b>	<b>15,440</b>	<b>15,655</b>	<b>15,862</b>	<b>16,062</b>	<b>16,252</b>	<b>16,433</b>	<b>16,605</b>	<b>16,770</b>

**Feedstock Material Type 2**

Council	2005/06	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
Antrim	0	0	2,342	4,763	4,842	4,920	4,998	5,076	5,151	5,223	5,294	5,361	5,425	5,487	5,545	5,600
Ards	0	0	3,717	6,539	6,647	6,754	6,861	6,968	7,071	7,171	7,267	7,359	7,448	7,532	7,612	7,688
Ballymena	0	0	2,003	6,720	6,832	6,942	7,052	7,161	7,268	7,370	7,469	7,564	7,655	7,741	7,824	7,901
Belfast	0	0	8,544	17,376	17,663	17,949	18,233	18,516	18,790	19,055	19,311	19,556	19,791	20,015	20,228	20,428
Carrickfergus	0	0	2,229	4,534	4,608	4,683	4,757	4,831	4,903	4,972	5,038	5,102	5,164	5,222	5,278	5,330
Castlereagh	0	0	3,195	6,497	6,604	6,711	6,817	6,923	7,026	7,125	7,220	7,312	7,400	7,484	7,563	7,638
Down	0	0	2,324	4,726	4,805	4,882	4,960	5,037	5,111	5,183	5,253	5,320	5,384	5,444	5,502	5,557
Larne	0	0	1,449	2,948	2,996	3,045	3,093	3,141	3,188	3,233	3,276	3,318	3,357	3,395	3,432	3,466
Lisburn	0	0	6,652	13,525	13,745	13,963	14,181	14,392	14,597	14,794	14,984	15,166	15,339	15,504	15,660	15,815
Newtownabbey	0	0	4,444	9,039	9,188	9,337	9,485	9,632	9,774	9,912	10,045	10,173	10,295	10,412	10,522	10,627
North Down	0	0	3,679	6,261	6,383	6,507	6,631	6,755	6,878	6,999	7,120	7,240	7,359	7,476	7,592	7,710
<b>Total</b>	<b>0</b>	<b>0</b>	<b>40,580</b>	<b>82,927</b>	<b>84,312</b>	<b>85,693</b>	<b>87,069</b>	<b>88,431</b>	<b>89,755</b>	<b>91,038</b>	<b>92,277</b>	<b>93,471</b>	<b>94,617</b>	<b>95,713</b>	<b>96,757</b>	<b>97,761</b>

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## **Organic Waste Treatment Service Contract**

### **- Addendum Tender Report**

**December 2007**

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**Organic Waste Treatment Service Contract – Addendum Report**

**Preamble**

This addendum report must be read together with the Organic Waste Treatment Service Contract Tender Report dated September 2006.

**1. Purpose**

To make revised recommendations arising from the re-evaluation ordered by the High Court Judgment handed down by Deeny J on 16<sup>th</sup> March 2007.

**2. Background**

arc21 presented recommendations to the Joint Committee for the award of the Organic Waste Treatment Service contract to Terra Eco Ltd at the September 2006 meeting of the Joint Committee. Following the arc21 recommendation being notified to bidders, NWP Ltd filed legal proceedings to challenge the recommendation in the High Court.

The case was heard in the High Court between the 5<sup>th</sup> and 23<sup>rd</sup> February 2007 and Judgment was handed down on the 16<sup>th</sup> March 2007.

The Judgment required that the NWP bids be re-evaluated taking into account the availability at Keady of 40,000 tonnes per annum of capacity for the duration of the contract. The Judgment also allowed for arc21 to address the financial model of the plaintiff and see whether coping with any under capacity in the main plant would alter the scoring previously arrived at.

**3. Contractual Issues**

There are no further contractual issues beyond those in the Organic Waste Treatment Service Contract Tender Report dated September 2006.

**4. Tender Returns**

During the re-evaluation process, Thames Water Services Limited Trading as Terra Eco Systems informed arc21 that their tendered offers were withdrawn.

**5. Evaluation**

5.1 Criteria

There are no further issues beyond those in the Organic Waste Treatment Service Contract Tender Report dated September 2006.

5.2 Methodology

The Judgment stated that on foot of the re-evaluation, it may be fair and reasonable for the authority to seek clarification or supplementary information from the plaintiff. Accordingly, two further sets of questions were issued to NWP and a further site visit to the Keady facility was undertaken with further notes taken and supplementary information provided.

The technical re-evaluation work was undertaken by the same ORA / IGW personnel who had undertaken the original evaluation work. Additionally, Fichtner Consulting Engineers were commissioned to peer review the ORA / IGW work and to check and ensure fairness and consistency of the technical basis of the re-evaluation with the original work done on the other bids.

The financial re-evaluation work was undertaken by the same arc21 and member council accountants who had undertaken the original evaluation work.

The technical re-evaluation comprised two main strands. The first strand was the re-evaluation and re-scoring of the NWP bids against the assessment criteria sub-sections of the evaluation matrix, taking into account the availability at Keady of 40,000 tonnes per annum of capacity for the duration of the contract as required by the Judgment.

The physical arrangements at Keady were assessed to ensure the presence of 40,000 tonnes per annum of capacity as part of this work.

The second main strand of the technical re-evaluation was the calculation of the amount of material that may need to be sent to Keady to enable the Dargan Road (or Glenside) facility to operate at levels where it was likely to produce PAS100 compliant output.

An assessment of the quantity of material that may need to be sent to Keady to enable the Dargan Road (or Glenside) facility to operate at levels where it was likely to produce PAS100 compliant output was required to enable the financial evaluation team to address the financial model of the plaintiff and see whether coping with any under capacity would alter the scoring previously arrived at, as had been contemplated in the Judgment.

5.3 Marking System

The ORA / IGW report and scoring were presented to the evaluation team and agreed at an evaluation team meeting on the 8<sup>th</sup> October 2007. At this meeting,

the team also reviewed the interface / service sections that it had previously scored itself.

A further evaluation team meeting was held on 22<sup>nd</sup> October 2007 to consider the Fichtner peer-review, which was found to support the ORA position.

A final evaluation team meeting was held on the 5<sup>th</sup> December 2007 to confirm the final markings and the draft tender report.

## **6. Tender Outcome**

As already stated in the Tender Report dated September 2006, ten tenders were received from four Select List Tenderers. These proposed a range of alternatives including alternate and additional site locations, longer contract durations and alternate financing mechanisms. The other Select List Contractors submitted letters of withdrawal. Subsequently, Thames Water Services Limited Trading as Terra Eco Systems informed arc21 that their two tendered offers were also withdrawn.

### **6.1 Cost**

The NWP tenders are considered acceptable in cost terms.

In terms of the NWP proposals, it is of note that their three tenders were the least cost following the withdrawal of Terra Eco Ltd with a differential of some £10.35m between the NWP tender 1 and the next lowest tenderer.

The financial marking of the tenders was based on the lowest cost tender getting full marks with the other tenders getting their pro-rata proportion thereof.

Solely due to the withdrawal of the previously lowest tender from Thames Water Services Limited Trading as Terra Eco Systems, all the remaining financial marks have changed. The NWP tender (1) is now the lowest and gets full marks with the other tenders getting their pro-rata proportion thereof.

However, while the absolute financial marks have necessarily changed with the withdrawal of Thames Water Services Limited Trading as Terra Eco Systems, the relative positions of the remaining tenders have not changed.

### **6.2 Locational Issues**

All three NWP tenders propose the use of transfer stations on the Authority sites at Antrim and Down together with a treatment facility for feedstock Type 1 material on the Authority site at Dargan Road.

NWP tender 1 has the main feedstock Type 2 treatment facility co-located with the Type 1 facility on the Authority site at Dargan Road. In this tender, all direct-hauled Authority feedstock Type 2 material is delivered to Dargan Road.

NWP tender 2 has the main feedstock Type 2 treatment facility located at their Glenside site. In this tender, all direct-hauled Authority feedstock Type 2 material is delivered to Glenside.

NWP tender 3 has the main feedstock Type 2 treatment facility located at their Glenside site and a feedstock Type 2 transfer facility co-located with the Type 1 facility on the Authority site at Dargan Road. In this tender, direct-hauled Authority feedstock Type 2 material is delivered to the closer of Dargan Road or Glenside.

All tenders propose new processing capacity in the event of award.

### 6.3 Technical Merit

The Judgment required that the NWP bids be re-evaluated taking into account the availability at Keady of 40,000 tonnes per annum of capacity for the duration of the contract.

The technical assessment found that, with the inclusion of the capacity at Keady, the NWP bids were strong and technically viable and ORA / IGW scored them accordingly against the assessment criteria sub-sections of the evaluation matrix.

The sections scored by ORA / IGW were the process related items and the scores mainly increased as they found that with the inclusion of the capacity at Keady, the NWP bids were strong and technically viable. The sections scored by the evaluation team were the interface / service related items and exhibited little change.

In particular, ORA investigated the capacity of the Keady site to meet operational arrangements of the contract on various different scenarios.

Issues arose as to whether the current infrastructure at Keady would remain fully operational for the life of the contract and ORA concluded that on any reasonable expectation of the load to be placed on Keady that the aerated static pile composting system there was likely to be able to meet demands. In fact, even this conclusion leaves out the very significant capacity of the tunnel composting system at Keady.

There would remain, as with any successful bid, some detailed matters regarding NWP's capacity to perform the contract which are to be addressed by seeking firm appropriate confirmations before any contract is entered into. In particular, some detailed planning matters affecting Keady would have to be dealt with in this way if the contract were to be awarded to NWP.

It is intended that these confirmations as to capacity will form part of the overall contractual matrix against which the parties will have to act in finalising the contract and in its eventual performance.

On this basis and as ORA have concluded that NWP is likely to be able to perform across a range of scenarios, these issues do not raise any questions of compliance or as to the appropriateness of the scoring of the NWP bid in this regard.

#### 6.4 Financial Sustainability

The NWP financial model submitted was on the basis that all contract material would be treated at either the Dargan Road plant (tender 1) or the Glenside Plant (tenders 2 & 3). The tenders had been deemed to be financially sustainable on that basis.

However, the technical evaluation clearly identified that there would be under capacity at the Dargan Road plant (tender 1) or the Glenside Plant (tenders 2 & 3) and the Judgment allowed for arc21 to address the financial model of the plaintiff and see whether coping with the under capacity would alter the scoring previously arrived at.

Accordingly and as previously stated, the second main strand of the technical re-evaluation was the calculation of the amount of material that may need to be sent to Keady to enable the Dargan Road (or Glenside) facility to operate at levels where it was likely to produce PAS100 compliant output.

The financial evaluation team took account of the under capacity reported to them by the technical evaluation team and addressed the financial model of the plaintiff to evaluate the effect of coping with the under capacity. The financial evaluation team also performed sensitivity analysis as the calculated under capacity was necessarily an estimate and an exact figure can not be stated with precision.

On the basis of the analysis carried out, the NWP tenders were deemed to be financially sustainable.

Whereas the Terra Eco tenders were proposed to be self-financed ‘on balance-sheet’, the NWP tenders are dependant on external finance. Bank letters of intent in respect of funding have been supplied by NWP but they are subject to the normal bankers ‘due diligence’ clauses. There will therefore be a number of months between any recommendation of preferred bidder status and the financial close that is required before a viable contract can be considered for acceptance and signature.

Accordingly, it is recommended that any contract award recommendation is subject to the achievement of financial close.

#### 6.5 Service Delivery Plan

Given that the Service Delivery Plan forms a main element of the contract, it was considered that it required to be read together with the Judgment handed down by Deeny J and the written clarifications received.

Accordingly, the Evaluation Team recommends that any award to NWP must be based on a final Service Delivery Plan, which will be the tendered Service Delivery Plan, as qualified by the Judgment handed down by Deeny J and the written clarifications received.

6.6 Quality Systems

The NWP tenders were deemed to contain some deficiencies in the quality system proposals; however the Evaluation Team considered that these were very minor and procedural in nature and could be addressed in the contractual version of the Service Delivery Plan.

6.7 Bond

The Evaluation Team recommends that the Bond option is taken up in the contract subject to the costs being confirmed.

**7. Discussion**

As stated in the Organic Waste Treatment Service Contract Tender Report dated September 2006, two of the other Tenderers submitted variant bids. The Evaluation Team determined that in order to merit consideration of acceptance, a variant bid would have to demonstrate economic advantage when compared to the most competitive compliant bid.

**7.1 Variant Bids**

As stated in the Organic Waste Treatment Service Contract Tender Report dated September 2006, none of the variant bids demonstrated best economic advantage on the evaluation matrix.

Accordingly the Evaluation Team concluded that these variants did not merit consideration of acceptance.

## 8. Conclusions

As noted in the Organic Waste Treatment Service Contract Tender Report dated September 2006, a full evaluation was carried out on all acceptable tenders in accordance with the criteria set out in the contract documents relating to cost, quality and technical issues.

As noted above and in compliance with the Judgment handed down by Deeny J, a re-evaluation of the NWP tenders has been carried out taking into account the availability at Keady of 40,000 tonnes per annum of capacity for the duration of the contract.

Details of whole life gate fees for the relevant tenders, are given at Appendix II. These figures are based on the feedstock tonnage estimates given in the tender documentation.

In relation to the evaluation matrix, the NWP tender 1, comprising a main feedstock Type 2 treatment facility co-located with the Type 1 facility on the Authority site at Dargan Road together with transfer stations on the Authority sites at Antrim and Down is ranked highest and represents the most economically advantageous tender, at an estimated whole life value of £69,488,442 or an average whole life gate price of £44.03 per tonne. The bid is based on tonnage banded gate fees as shown at Appendix III.

The NWP tender 2, comprising a main feedstock Type 2 treatment facility located at their Glenside site and a treatment facility for feedstock Type 1 material on the Authority site at Dargan Road together with transfer stations on the Authority sites at Antrim and Down is ranked second at an estimated whole life value of £70,184,379 or an average whole life gate price of £44.47 per tonne. The bid is based on tonnage banded gate fees as shown at Appendix III.

These tenders both propose the construction of new facilities providing new capacity.

It should be noted that it is essential to achieve or exceed the contractual minimum guaranteed tonnage (80% of projections), emphasising the need to achieve projected tonnages if best value is to be achieved and economies of scale are to be accrued. Projected arisings and indicative delivery locations are given at Appendices IV and V.

It is also essential for member Councils to endeavour to deliver organic waste feedstock material to the contract within the tender contamination levels (Maximum 10% on any one load – Maximum 5% annual average). Where contamination exceeds the levels stated, the contractor is due the actual additional costs incurred (open book accounting procedures apply) plus the tendered percentage uplift on those costs.



**9. Recommendations**

It is recommended that:

1. Subject to financial close and securing appropriate confirmations from NWP, the tender is awarded to NWP, in accordance with the offer expressed in their Compliant (1) bid for a fifteen year contract period with optional extensions of one year increments, up to a maximum of five years, as the tender which represents best economic advantage.
2. The award of the contract will be based on the contractual version of the Service Delivery Plan, which will be the tendered Service Delivery Plan, as qualified by the Judgment handed down by Deeny J and the written clarifications received.
3. A Bond to the value of £100,000 is entered into in accordance with the provisions of the tender, subject to confirmation of costs.
4. Subject to Joint Committee's approval, financial close and securing appropriate confirmations from NWP, the recommendations are then considered as soon as possible by each Council in accordance with the requirements of the arc21 Terms of Agreement.
5. Pending the outcome of the democratic process, arc21 advises the Contractor of the decision of the Joint Committee (which is subject to confirmation and requires full democratic approval) and prior to financial close, underwrites the contractor to produce technical information necessary to proceed with planning applications for the facilities, up to a sum of £20,000, where specifically instructed, in accordance with the provisions of the tender.

Appendix I

**Summary of Service Delivery Facilities Offered**

		Agrivert Compliant	Agrivert Variant
Feedstock 1	North	Antrim Transfer	None
Feedstock 2	North	Antrim Transfer	None
Feedstock 1	Central	Belfast Treatment (IVC)	Belfast Treatment (IVC)
Feedstock 2	Central	Belfast Treatment (IVC)	Belfast Treatment (IVC)
Feedstock 1	South	Down Transfer	None
Feedstock 2	South	Down Transfer	None

Notes Both Treatment and Transfer include Reception of Feedstock Material  
 Antrim, Belfast and Down are client sites  
 IVC = In Vessel Composting  
 Feedstock 1 = Civic Amenity Green Waste  
 Feedstock 2 = Brown Bin – Kitchen & Garden Waste

		MB Composting Compliant	MB Composting Variants
Feedstock 1	North	Antrim Transfer	Antrim Transfer
Feedstock 2	North	Antrim Transfer	Antrim Transfer
Feedstock 1	Central	Belfast Treatment (AD)	Belfast Treatment (AD)
Feedstock 2	Central	Belfast Treatment (AD)	Belfast Treatment (AD)
Feedstock 1	South	Down Transfer	Down Transfer
Feedstock 2	South	Down Transfer	Down Transfer

Notes Both Treatment and Transfer include Reception of Feedstock Material  
 Antrim, Belfast and Down are client sites.  
 Variant offers contractor site at Down  
 AD = Anaerobic Digestion  
 Feedstock 1 = Civic Amenity Green Waste  
 Feedstock 2 = Brown Bin – Kitchen & Garden Waste

		NWP Compliant 1	NWP Compliant 2	NWP Compliant 3
Feedstock 1	North	Antrim Transfer	Antrim Transfer	Antrim Transfer
Feedstock 2	North	Antrim Transfer	Antrim Transfer	Antrim Transfer
Feedstock 1	Central	Belfast Treatment (IVC)	Belfast Treatment (IVC)	Belfast Treatment (IVC)
Feedstock 2	Central	Belfast Treatment (IVC)	Glenside Treatment (IVC)	Glenside Treatment (IVC) & Belfast Transfer
Feedstock 1	South	Down Transfer	Down Transfer	Down Transfer
Feedstock 2	South	Down Transfer	Down Transfer	Down Transfer

Notes Both Treatment and Transfer include Reception of Feedstock Material  
 Antrim, Belfast and Down are client sites. Glenside is a Contractor Site  
 IVC = In Vessel Composting  
 Feedstock 1 = Civic Amenity Green Waste  
 Feedstock 2 = Brown Bin – Kitchen & Garden Waste

		Terra Eco Compliant 1	Terra Eco Compliant 2
Feedstock 1	North	Antrim Transfer	Antrim Treatment (VCU)
Feedstock 2	North	Antrim Transfer	Antrim Treatment (VCU)
Feedstock 1	Central	Belfast Treatment (IVC)	Belfast Treatment (IVC)
Feedstock 2	Central	Belfast Treatment (IVC)	Belfast Treatment (IVC)
Feedstock 1	South	Down Treatment (IVC)	Down Treatment (IVC)
Feedstock 2	South	Down Treatment (IVC)	Down Treatment (IVC)

Notes Both Treatment and Transfer include Reception of Feedstock Material  
 Antrim, Belfast and Down are client sites  
 IVC = In Vessel Composting  
 VCU = Vertical Composting Unit  
 Feedstock 1 = Civic Amenity Green Waste  
 Feedstock 2 = Brown Bin – Kitchen & Garden Waste

## Appendix II

**Whole of Life Costs and Gate Fees for each remaining bid are as follows:**

<b>Name</b>	<b>Type of Bid</b>	<b>£ Value</b>	<b>Ranking</b>	<b>£ Per Tonne</b>
		<b>(Whole of Life)</b>		<b>(Whole of Life)</b>
Tenderer 3	Compliant 1	£69,488,442	1	£44.03
Tenderer 3	Compliant 2	£70,184,379	2	£44.47
Tenderer 3	Compliant 3	£73,678,058	3	£46.69
Tenderer 1	Compliant 1	£84,406,556	4	£53.49
Tenderer 4	Compliant 1	£129,850,484	5	£82.28

Note : these figures are based on Gate Fees at 100% of projected tonnage, Transport Costs, Residual Assets Costs and a credit for the Estimated Value of Assets being acquired by the Authority at the end of the contract period using an economic useful life of 40 years.

## Appendix III

**Type 1 Material – Garden Waste – Gate Fee £**

<b>Band</b>	<b>Tonnage</b>	<b>NWP (1)</b>	<b>NWP (2)</b>	<b>NWP (3)</b>
<b>1</b>	0 to 5,000	31.75	34.25	31.50
<b>2</b>	5,001 to 10,000	31.75	34.25	31.50
<b>3</b>	10,001 to 15,000	31.75	34.25	31.50
<b>4</b>	15,001 to 20,000	31.75	34.25	31.50
<b>5</b>	20,001 to 31,000	31.75	34.25	31.50
<b>6</b>	31,001 to 45,000	31.75	34.25	31.50
<b>7</b>	Above 45,000	31.75	34.25	31.50

**Type 2 Material – Kitchen Waste – Gate Fee £**

<b>Band</b>	<b>Tonnage</b>	<b>NWP (1)</b>	<b>NWP (2)</b>	<b>NWP (3)</b>
<b>1</b>	0 to 6,000	40.85	38.70	44.00
<b>2</b>	6,001 to 15,000	40.85	38.70	44.00
<b>3</b>	15,001 to 32,000	40.85	38.70	44.00
<b>4</b>	32,001 to 45,000	40.85	38.70	44.00
<b>5</b>	45,001 to 60,000	40.85	38.70	44.00
<b>6</b>	60,001 to 75,000	40.85	38.70	44.00
<b>7</b>	Above 75,000	40.85	38.70	44.00

**Residual Assets**

The cost to the Authority of the residual assets at the end of the 15 year contract period is £1,758,000 for NWP (1) and £231,000 for NWP (2) & NWP (3).

The estimated value of residual assets to be transferred to the Authority at the end of the 15 year contract period is £3,741,375 for NWP (1), £1,181,250 for NWP (2) and £1,787,500 for NWP (3).

## Appendix IV

**Indicative Delivery Locations**

<b>Belfast Facility</b>	<b>Antrim Facility</b>	<b>Down Facility</b>
Ards	Antrim	Down
Belfast	Ballymena	Lisburn (Closer Wards)
Carrickfergus	Larne (Closer Wards)	
Castlereagh		
Newtownabbey		
North Down		
Larne (Closer Wards)		
Lisburn (Closer Wards)		

Appendix V

**Projected Tonnages**

Note - First three years tonnages to be agreed with the successful contractor to allow Council roll-out of brown bins to match treatment capacity coming on-line.

**Feedstock Material Type 1**

Council	2005/06	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
Antrim	4,260	4,464	2,956	1,394	1,417	1,440	1,463	1,485	1,507	1,529	1,549	1,569	1,588	1,606	1,623	1,639
Ards	6,654	6,770	4,174	1,486	1,510	1,535	1,559	1,583	1,607	1,629	1,651	1,672	1,692	1,711	1,730	1,747
Ballymena	2,890	2,941	2,246	1,521	1,546	1,571	1,596	1,621	1,645	1,668	1,690	1,712	1,732	1,752	1,771	1,788
Belfast	9,355	12,875	7,887	2,724	2,769	2,813	2,858	2,902	2,945	2,987	3,027	3,065	3,102	3,137	3,171	3,202
Carrickfergus	2,423	3,033	1,805	534	543	552	561	569	578	586	594	601	609	615	622	628
Castlereagh	2,846	2,896	1,934	433	440	447	454	461	468	474	481	487	493	498	504	509
Down	3,887	3,955	2,233	451	459	466	473	481	488	495	501	508	514	520	525	530
Larne	1,583	1,849	1,054	232	236	239	243	247	251	254	258	261	264	267	270	272
Lisburn	7,070	8,317	6,117	1,775	1,804	1,832	1,861	1,888	1,915	1,941	1,965	1,989	2,012	2,033	2,053	2,073
Newtownabbey	6,250	7,215	4,690	2,075	2,109	2,144	2,177	2,211	2,244	2,276	2,306	2,336	2,364	2,390	2,416	2,440
North Down	5,914	6,427	4,095	1,662	1,689	1,715	1,742	1,768	1,793	1,817	1,840	1,862	1,883	1,903	1,922	1,941
<b>Total</b>	<b>53,131</b>	<b>60,742</b>	<b>39,192</b>	<b>14,286</b>	<b>14,521</b>	<b>14,755</b>	<b>14,987</b>	<b>15,217</b>	<b>15,440</b>	<b>15,655</b>	<b>15,862</b>	<b>16,062</b>	<b>16,252</b>	<b>16,433</b>	<b>16,605</b>	<b>16,770</b>

**Feedstock Material Type 2**

Council	2005/06	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
Antrim	0	0	2,342	4,763	4,842	4,920	4,998	5,076	5,151	5,223	5,294	5,361	5,425	5,487	5,545	5,600
Ards	0	0	3,717	6,539	6,647	6,754	6,861	6,968	7,071	7,171	7,267	7,359	7,448	7,532	7,612	7,688
Ballymena	0	0	2,003	6,720	6,832	6,942	7,052	7,161	7,268	7,370	7,469	7,564	7,655	7,741	7,824	7,901
Belfast	0	0	8,544	17,376	17,663	17,949	18,233	18,516	18,790	19,055	19,311	19,556	19,791	20,015	20,228	20,428
Carrickfergus	0	0	2,229	4,534	4,608	4,683	4,757	4,831	4,903	4,972	5,038	5,102	5,164	5,222	5,278	5,330
Castlereagh	0	0	3,195	6,497	6,604	6,711	6,817	6,923	7,026	7,125	7,220	7,312	7,400	7,484	7,563	7,638
Down	0	0	2,324	4,726	4,805	4,882	4,960	5,037	5,111	5,183	5,253	5,320	5,384	5,444	5,502	5,557
Larne	0	0	1,449	2,948	2,996	3,045	3,093	3,141	3,188	3,233	3,276	3,318	3,357	3,395	3,432	3,466
Lisburn	0	0	6,652	13,525	13,745	13,963	14,181	14,392	14,597	14,794	14,984	15,166	15,339	15,504	15,660	15,815
Newtownabbey	0	0	4,444	9,039	9,188	9,337	9,485	9,632	9,774	9,912	10,045	10,173	10,295	10,412	10,522	10,627
North Down	0	0	3,679	6,261	6,383	6,507	6,631	6,755	6,878	6,999	7,120	7,240	7,359	7,476	7,592	7,710
<b>Total</b>	<b>0</b>	<b>0</b>	<b>40,580</b>	<b>82,927</b>	<b>84,312</b>	<b>85,693</b>	<b>87,069</b>	<b>88,431</b>	<b>89,755</b>	<b>91,038</b>	<b>92,277</b>	<b>93,471</b>	<b>94,617</b>	<b>95,713</b>	<b>96,757</b>	<b>97,761</b>

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### Belfast City Council

<b>Report to:</b>	Health & Environmental Services Committee
<b>Subject:</b>	<b>Review of Operation Clean-up</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	Tim Walker, Head of Waste Management, Ext 3311
<b>Contact Officer:</b>	Jim Shields, Waste Manager (Education, Contracts & Operations), Ext 3338

#### Relevant Background Information

Operation Clean Up is a Community Safety multi-agency partnership initiative between the Council, the Northern Ireland Office's (NIO) Community Safety Unit, the Police Service of Northern Ireland (PSNI), the Driver & Vehicle Licensing Northern Ireland (DVLNI, now DVA) and the Fire & Rescue Service. The scheme commenced in November 2004 and sought to (a) reduce and prevent criminal and antisocial behaviour by removing "runaround" cars from public roads and (b) reduce the number of unlicensed (and potentially uninsured) vehicles on the road. "Runaround" cars are usually low value vehicles which are untaxed (for more than three months), uninsured and are also disproportionately involved in traffic accidents and criminal activities.

Approval was initially granted by the Committee in May 2004 to support the initiative through the provision of land at Duncrue for the construction of a vehicle storage compound and to make a financial contribution to running costs if required.

The main funders of the scheme were the NIO, the PSNI and the Council. The Council's contribution was (i) the provision of a site at Duncrue for the vehicle storage compound and (ii) administration of the "*Management of the Vehicle Storage Compound*" contract and disposal of the unclaimed vehicles.

The scheme was officially due to finish on 30 April 2007. As it was seen to be effective however the partnership agreed that the scheme should continue, albeit the NIO stated that funding would be reduced. Although the scheme was partly self-financing it could not be sustained at its prevailing level without considerable additional funds. At the 12 March 2007 meeting, and following receipt advice from the Council's Legal Services Department, the partnership agreed that the scheme should reduce its hours of operation while funding options were investigated by the Police Retraining & Rehabilitation Trust (PRRT).

The PRRT study sought to identify possible partners and funding mechanisms for the continuation and further development of the scheme but, without considerable funding from the individual partners and a guarantee of a steady number of vehicles it was recognised as not being feasible.

In further discussions with the partners another option was identified using the national contract of the Driver & Vehicle Agency (DVA) which could be used to remove untaxed vehicles from public access areas. The DVA has a contract with NCP Ltd to identify, clamp and remove untaxed vehicles. As there is considerable under-utilised capacity in the scheme it was agreed by the partnership that the PSNI and the Council could use the scheme. Instead of the PSNI arranging pickup of untaxed/runaround vehicles they would notify NCP who would clamp the vehicles or remove them immediately. NCP have three compounds for the storage of vehicles in NI which they manage in a similar manner to the Council vehicle compound at Duncrue.

To test this proposal a two week pilot (Operation Evader) was carried out in the Belfast area during which 320 vehicles were clamped or lifted. The PSNI identified untaxed vehicles and reported them to DVA and NCP. During the pilot the vehicles were either dealt with that day, or immediately thereafter if they were detected after 6 pm. The trial was a success and could be considered as a template of good practice with no major problems being experienced and no assaults on the police or NCP staff.

### **Key Issues**

The current Operation Clean Up scheme was due to finish on 30 April 2007. As the partnership was eager for it to continue however it was operated at a reduced level to permit an investigation to be conducted into other possible funding mechanisms. The NIO indicated that they might provide reduced funding over the next three years. This funding would not permit the scheme to operate at the level it had achieved between 2004 and 2007.

Between 1 November 2004 and 30 April 2007 Operation Clean Up removed 6357 runaround vehicles, 4085 of which were destroyed. These were vehicles which had been associated with creeper burglaries, vehicle arson, filling station drive offs and hit-and-run collisions. During this time, the number of abandoned vehicles which the Council dealt with dropped from approximately 1500 to 250 vehicles per year. Removing the vehicles earlier meant that fewer vehicles were being abandoned after they had served their purpose. This indicated that many abandoned vehicles which the Council had previously addressed were runaround vehicles before their abandonment.

The Operation Clean Up scheme is widely recognised as good practice and it received an International Community Policing Award in 2005 and a NI Best Practice Award in 2008.

Since Operation Cleanup started, the DVA has established a national contract for dealing with untaxed vehicles which resulted in NCP Ltd being given authority to clamp and remove vehicles from public access areas. In NI, this contract has spare capacity and could be extended to deal with all reports of untaxed vehicles from the police. This would include runaround vehicles and vehicles which have been abandoned but are still capable of being driven on the public road. It would therefore be able to deal with all vehicles currently being lifted under Operation Clean Up. It is therefore proposed that the partnership will continue to run Operation Cleanup until the end of the 2008 calendar year and thereafter the Council would sign up to Operation Evader. At this time, the NIO Community Safety Unit will stand down from the Steering Group as no further funding is required for this scheme.

A schedule for Operation Evader will be established to ensure the scheme works in each of the police districts in NI on a rotational basis for one week per cycle. From initial discussions within the partnership and based on the premise that there are two police districts within Belfast, the Council would be scheduled to have NCP clamping and removing cars for two weeks in every eight week cycle.

NCP have three compounds in NI which negates the need for the Operation Cleanup compound at Duncrue. Upon cessation of Operation Cleanup at the end of the calendar year, this would permit the Council to consider other options for the site.

The partnership remains committed to overseeing the new clamping and removal scheme and is eager to maintain regular contact with the Council on the new scheme. The organisations within the partnership have asked the Council's Waste Management Service to continue to chair it on a regular basis.

#### **Resource Implications**

There are no financial resource implications for the Council. The vehicles will be lifted by DVA under their national contract at no charge to the Council or PSNI.

A Steering Group, made up of representatives from each of the partnership organisations, will continue to meet but it will be reduced to a six monthly basis. The Council has been asked to continue to chair this group.

The vehicle compound at Duncrue will no longer be required for Operation Cleanup and will therefore become available to the Council for other purposes.

#### **Recommendations**

The Committee is recommended to terminate Operation Cleanup on 31 December 2008 and to endorse supporting the DVA scheme (Operation Evader) from 1 January 2009.

The Committee is also asked to approve the Council's commitment to the new scheme in its role as Chair of the new partnership.

#### **Key to Abbreviations**

NIO – Northern Ireland Office.  
PSNI – Police Service of Northern Ireland.  
DVLNI – Driver & Vehicle Licensing Northern Ireland.  
PRRT – Police Retraining & Rehabilitation Trust.  
DVA – Driver & Vehicle Agency.

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### Belfast City Council

<b>Report to:</b>	Health & Environmental Services Committee
<b>Subject:</b>	<b>Upgrade of the Fire Alarm System at Duncrue Complex</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	Tim Walker, Head of Service, Waste Management, Ext. 3311
<b>Contact Officer:</b>	Tim Walker, Head of Service, Waste Management, Ext. 3311

#### Relevant Background Information

The Duncrue complex is the main operational base for several Council services. Arising from the former client role for the Refuse Collection, Street and Other Cleansing Contracts, the Waste Management Service has retained management responsibility for the site.

The current fire alarm system was installed in the complex in 1976 and while, since then, some areas of the site have been upgraded to include automatic detection, this has not been implemented over the entire site. In particular there is an increased risk in some workshop areas which are not covered by an automated detection system.

Automatic detection is accomplished by fitting smoke and heat detectors which are capable of activating the fire alarm system on detecting a smoke or heat source, without the need for manual intervention.

Although not mandatory by law, automatic detection is a normal feature in similar sites and is identified as the standard method for protection of life and property in the associated British Standard, BS 5839 (Fire detection & fire alarm systems for buildings: Code of practice for system design, installation, commissioning & maintenance).

The introduction of an automated fire detection system at the Duncrue Complex would further reduce health & safety risk to staff and personnel working at the site. In addition automated fire detection enhances the protection of the property assets and the contents of the site, the insured value of which is just under £12 million pounds.

#### Key Issues

The installation of automatic detection on the fire alarm system at the Duncrue complex reduces the health and safety risk to staff, and increases the protection of the property assets and contents stored at the site, in line with BS 5839 recommendations.

Any fire on site could have immediate consequences for the continuity of several of the Council's services which are provided direct to the citizens of Belfast.

The cost of upgrading the system is estimated to be in the region of £60,000 and the technical specification tendering exercise will be carried out by the Property Services section. The tenders will be evaluated using a cost/quality matrix of 70/30 and they will be scored on the basis of information provided in line with the following evaluation criteria:

- Cost
- Technical Capacity
- Technical Capability
- Experience
- Ability to Work in Partnership
- Financial Capacity

### **Resource Implications**

#### **Financial**

The cost of upgrading the system is estimated to be in the region of £60,000. The cost of the upgrade will be met from the Waste Management Service's 08/09 revenue estimates.

#### **Human Resources**

There are no human resource implications resulting from this report.

#### **Asset and Other Implications**

The upgrade of the fire alarm system to being fully automated will further protect this asset of the Council

### **Recommendation**

The Committee is requested to approve the commencement of a tendering exercise to upgrade the fire alarm system at the Duncrue Complex to incorporate automatic detection, in line with BS 5839 as described above.

### **Documents Attached**

None



**Belfast City Council**

<b>Report to:</b>	Health & Environmental Services Committee
<b>Subject:</b>	<b>Development of Clara Street Civic Amenity Site</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	T Walker, Head of Waste Management, Ext 3311
<b>Contact Officer:</b>	J Shields, Waste Manager (Education, Contracts & Operations), Ext 3338

**Relevant Background Information**

Members will be aware that, in 2003, the Council instigated a programme for the development and upgrade of a number of its civic amenity (CA) sites and the construction of three new, modern Recycling Centres at Alexandra Park, Blackstaff Way and Palmerston Road. The new facilities were designed to change the waste management emphasis at these sites from places where the public could simply dispose of their household waste into centres primarily for recycling and the diversion of waste from landfill. The Council initiated these changes to meet new national and EC targets for recycling and the diversion of biodegradable waste from landfill. The new sites were also designed on a split level to be more customer friendly and operationally safer by separating operations from the public access areas.

In February 2004, as the new Recycling Centres were being developed a review of the CA sites was simultaneously conducted by the Business Improvement Service (BIS) which made a number of recommendations. As a result, some of the sites were designated for temporary or longer term use as CA sites while others were closed and transferred to Cleansing Services for mustering stations or were referred to the Development Department's Estates Unit.

One of the recommendations from the BIS report was that Clara Street CA site should continue to operate but that it would need considerable upgrade. A further Recycling Centre at Ormeau was under construction and the old CA site at Palmerston was being incorporated into the new Palmerston Road Recycling Centre. This necessitated Clara Street remaining open to cope with the general waste which would otherwise have been deposited in the Ormeau or Palmerston Recycling Centres while they were being upgraded. To facilitate this increased use by the public, the Clara Street CA site upgrade was scheduled into two Phases. Phase 1 included a new internal layout and the installation of compactors to increase its handling capacity. Planning permission was not required for these changes.

Upgrade works proposed in Phase 2 include considerable construction work and therefore planning permission is required. A planning application was submitted but due to the changing nature of land use in the Clara Street area, the Planning Service

are now seeking specific environmental studies to be conducted prior to completing their consideration of the Council's application.

### **Key Issues**

Palmerston Road Recycling Centre in the east and Ormeau Recycling Centre in the southeast of the city are now completed and fully operational.

Clara Street CA Site upgrade is in the current Capital Programme as a "*Project Not Yet Committed*" as it is still at inception/feasibility stage. As such, under the Council's new Gateway Review process, an economic appraisal is required to explore the various options and determine which represents the best value for money option for this site.

It is proposed therefore that an economic appraisal be carried out in line with the Council's new Gateway Process through a quotation process which will be conducted in conjunction with the Council's Project Management Unit.

### **Resource Implications**

The cost of the Economic Appraisal in respect of Clara Street Recycling Centre Phase 2 Development will be in the region of £10,000.

### **Recommendation**

The Committee is requested to note that a quotation process is to be undertaken to appoint consultants to undertake an economic appraisal of the Phase 2 Development at Clara Street Civic Amenity Site.

### **Document Attached**

A list of the current Recycling Centres and Civic Amenity Sites is attached for information.

### **Abbreviations**

BIS – Business Improvement Service  
CA Site – Civic Amenity Site



**Current Recycling Centres and Civic Amenity Sites**

**North**

Alexandra Park Recycling Centre

**West**

Agnes Street Civic Amenity Site

Springfield Avenue Civic Amenity Site

**Southwest**

Blackstaff Way Recycling Centre

**Southeast**

Ormeau Recycling Centre

**East**

Palmerston Road Recycling Centre

Clara Street Civic Amenity Site





**Belfast City Council**

<b>Report to:</b>	Health & Environmental Services Committee
<b>Subject:</b>	<b>The Landfill Allowances Scheme (Amendment) Regulations 2008</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	Tim Walker, Head of Waste Management, Ext 3311
<b>Contact Officer:</b>	Maria McAleer, Policy & Compliance Officer, Ext 3439

**Relevant Background Information**

The aim of the EC Landfill Directive is to harmonise landfill management and improve environmental controls within the European Community through the establishment of a series of targets and using 1995 as the base year for their calculation. The targets are binding and established specific limits for Member States on the amount of Biodegradable Municipal Waste (BMW) which they can send to landfill. The UK sought a four year derogation meaning the target years are 2009/10, 2012/13 and 2019/20. In 2003, the Government introduced the “*Waste Emissions Trading (WET) Act*” which allocated limits on the tonnage of BMW which councils could send to landfill per annum on a council-by-council basis in England and Wales through the establishment of the landfill allowance trading scheme (LATS). Should a council breach its allocation a civil financial penalty of £200 per tonne could apply for every tonne over a council’s BMW “*allowance*” unless they could demonstrate they had used “*best endeavours*” to prevent this breach.

In 1 April 2005, the Northern Ireland Landfill Allowances Scheme (NILAS) Regulations were introduced using the same mechanism as established under the WET Act to translate the EC Landfill Directive targets into annual allowances for each council in Northern Ireland. The NILAS allowances are the local equivalent to LATS and through collaboration and the joint procurement of new waste treatment and disposal facilities the three waste management groups assist their constituent councils in meeting these NILAS targets.

Shortly after the Regulations were introduced, the NILAS Implementation Steering Group was established to maximise the possibility of Northern Ireland meeting the EC Landfill Directive targets. The group is a partnership between councils and central government and comprises of representatives from the waste management groups, officers from the Department of the Environment’s (DOE) Planning & Environmental Policy Group and the NI Environment Agency.

As part of the Steering Group’s work programme a review of NILAS was scheduled for completion by the end of the third year of NILAS operation. This was completed in April

2008 and considered the results arising from a recently completed waste compositional study for Northern Ireland, commissioned by the DOE in 2007. The study was developed to be comprehensive, representative and robust and included such factors as seasonality, population density and socio-economic variation. It concluded that the percentage of BMW within Northern Ireland MSW is 64%.

Currently, Regulation 12 of NILAS states that the percentage of BMW in MSW is 71% based on a waste compositional study completed in 2000. The results from the recent study suggest this figure does not reflect present circumstances and accordingly should be amended.

**Key Issues**

The DOE proposes to revise the NILAS Regulations to amend the assumed proportion of BMW in MSW to 64% as the new figure more accurately reflects the waste composition of MSW in Northern Ireland. The DOE propose that this new percentage will come into effect on 1 April 2009.

This change will be helpful to the Council in meeting its targets and should be welcomed.

**Resource Implications**

None

**Recommendations**

The Committee is requested to note the report and confirm its support for the proposed changes to the Regulations.

**Abbreviations**

BMW – Biodegradable Municipal Waste  
WET Act – Waste Emissions Trading Act  
NILAS – Northern Ireland Landfill Allowances Scheme  
DOE – Department of the Environment  
MSW – Municipal Solid Waste  
ACORN – A Classification of Residential Neighbourhoods

**Documents Attached**

Summary of the Amendment to the Regulations

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STATUTORY RULES FOR NORTHERN IRELAND

---

**2008 No.**

**ENVIRONMENTAL PROTECTION**

**The Landfill Allowances Scheme (Amendment) Regulations  
(Northern Ireland) 2008**

*Made* - - - - - \*\*\*

*Coming into operation* -- \*\*\*

The Department of the Environment makes the following Regulations in exercise of the power conferred by section 11(2) of the Waste and Emissions Trading Act 2003 <sup>(2)</sup>.

In accordance with section 27(2) of that Act the Department has consulted such bodies or persons appearing to it to be representative of the interests of district councils as it considers appropriate; the interests of persons concerned in the operation of landfills in Northern Ireland as it considers appropriate; and, all other affected persons as it considers appropriate.

**Citation, commencement and interpretation**

1. -(1) These Regulations may be cited as the Landfill Allowances Scheme (Amendment) Regulations (Northern Ireland) 2008 and shall come into operation on 1st April 2009.

(2) The Interpretation Act (Northern Ireland) 1954<sup>(3)</sup> shall apply to these Regulations as it applies to an Act of the Northern Ireland Assembly.

**Amendment of the Landfill Allowances Scheme (Northern Ireland) Regulations 2004**

2. In regulation 12 of the Landfill Allowances Scheme (Northern Ireland) Regulations 2004<sup>(4)</sup>, in paragraph (2) (a) for “71%” substitute “64%”.

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(2) 2003 c.33

(3) 1954 c.33 (N.I.)

(4) S.R. 2004 No. 416, as amended by S.R. 2005 No. 588

Sealed with the Official Seal of the Department of the Environment on - - - - - 2008.

*Wesley Shannon*

A senior officer of the Department of the Environment

**EXPLANATORY NOTE**

*(This note is not part of the Regulations)*

These Regulations amend the Landfill Allowances Scheme (Northern Ireland) Regulations 2004 by reducing from 71% to 64% by weight (rounded up to the nearest tonne), the assumed amount of biodegradable municipal waste in an amount of collected municipal waste.



**Belfast City Council**

<b>Report to:</b>	Health & Environmental Services Committee
<b>Subject:</b>	<b>Public Toilet Awards</b>
<b>Date:</b>	5th November, 2008
<b>Reporting Officer:</b>	Tim Walker, Head of Waste Management, Ext 3311
<b>Contact Officer:</b>	Jim Shields, Waste Manager (Education, Contracts & Operations), Ext 3338

**Relevant Background Information**

The British Toilet Association (BTA) is the main organisation for promoting and improving standards in “*away from home*” public toilets. Its activities include raising awareness and recognising good practice through the national “*Loo of the Year Awards*”. The awards are sponsored by private companies and local tourist boards.

This year’s Awards Presentation Ceremony will be held on Friday 5 December at the National Motor Cycle Museum, Birmingham.

Belfast City Council has been successful in recent years at the awards ceremony and last year gained 5 Five Star Awards and 7 Four Star Awards. Belfast was ranked sixth overall in the UK for the provision of Local Authority Public Toilets.

**Key Issues**

This year Belfast City Council has improved on last year and has achieved 7 Five Star, 5 Four Star and 1 Three Star Awards. The overall results will be announced at the Awards Ceremony.

This success reflects the importance that the Council has been placing on public toilet provision over the past few years. The Council has a continuing programme for the upgrading of existing facilities and the installation of automatic facilities to enhance the conventional facilities and provide 24 hour availability.

**Resource Implications**

Cost for flights, awards dinner and taxis is likely to be £250 per person.

<b>Recommendation</b>
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It is recommended that the Chairman and Head of Service or their nominees attend the awards ceremony on 5 December 2008.
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<b>Key to Abbreviations</b>
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BTA - British Toilet Association
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