

DATED _____ 2013

OXFORDSHIRE COUNTY COUNCIL

AND

CHERWELL DISTRICT COUNCIL

AND

WEST OXFORDSHIRE DISTRICT COUNCIL

AND

VALE OF WHITE HORSE DISTRICT COUNCIL

AND

OXFORD CITY COUNCIL

AND

SOUTH OXFORDSHIRE DISTRICT COUNCIL

DEED OF VARIATION

Relating to the
Oxfordshire Waste Partnership Agreement

P G Clark
Solicitor to the Council
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

THIS DEED OF VARIATION is made on the

day of

2013

BETWEEN:-

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall New Road Oxford OX1 1ND (“the County Council”);
- (2) **CHERWELL DISTRICT COUNCIL** of Bodicote House Bodicote Banbury Oxon OX15 4AA (“CherwellDC”);
- (3) **WEST OXFORDSHIRE DISTRICT COUNCIL** of Woodgreen Witney Oxon OX28 1NB (“West Oxfordshire DC”);
- (4) **VALE OF WHITE HORSE DISTRICT COUNCIL** of Abbey House Abbey Close Abingdon OX14 3JE (“ValeDC”);
- (5) **OXFORDCITY COUNCIL** of Town Hall St Aldates Oxford OX1 1BX (“City Council”); and
- (6) **SOUTH OXFORDSHIRE DISTRICT COUNCIL** of Benson Lane Crowmarsh Gifford Wallingford OX10 8QS (“South Oxfordshire DC”) (together “the Partner Authorities” which make up the Oxfordshire Waste Partnership).

WHEREAS:

- A** This Deed is supplemental to an agreement dated 18 July 2007 as amended by a Deed of Variation dated 15th September 2009 (“the Principal Agreement”) whereby the Partner Authorities agreed to formalise their joint working arrangements in relation to waste management by the establishment of a joint committee in accordance with their statutory powers.
- B** Following discussions between the Partner Authorities and meetings of the joint committee, it has been agreed that Annex 4 of the Principal Agreement, (Waste Management – Financial Principles), should be further varied in the manner set out in the attached Schedule of Variations (the Schedule).

IT IS AGREED AS FOLLOWS:

1 Definitions and Construction

- 1.1 In this deed of variation, except where the context otherwise requires, the following expressions have the following meanings:

“**Deed**” means this deed of variation including the Schedule;

- 1.2 Terms and expressions defined in the Principal Agreement shall have the meanings assigned to them in the Principal Agreement.
- 1.3 Words importing the masculine gender include the feminine gender and words in the singular include the plural and vice versa.
- 1.4 The headings and titles in this Deed are for ease of reference only and shall not be taken into account in its construction or interpretation.

1.5 This Deed and the Principal Agreement constitute the entire understanding between the Partner Authorities in relation to the subject matter of the Principal Agreement and supersede all prior contracts, undertakings, representations and negotiations whether oral or written except that nothing in this condition shall exclude or restrict liability for fraudulent or fundamental misrepresentations.

2 Variation

2.1 The Partner Authorities agree that from the date of this Deed the Principal Agreement shall be varied as follows:

2.1.1 The revised Annex 4 attached as the Schedule to this Deed shall replace the existing Annex 4 in the Principal Agreement. Subject to clause 2.1 above, the Principal Agreement shall remain in full force and effect.

3 Governing Law and Jurisdiction

This Deed shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the courts of England and Wales.

IN WITNESS whereof the parties have executed this Agreement as a Deed the day and year first before written

THE COMMON SEAL OF
THE OXFORDSHIRE COUNTY COUNCIL

Was hereunto affixed in the presence of:

.....

County Solicitor/Designated Officer

**THE COMMON SEAL OF
CHERWELL DISTRICT COUNCIL**

Was hereunto affixed in the presence of:

.....

Authorised Signatory

**THE COMMON SEAL OF
WEST OXFORDSHIRE DISTRICT COUNCIL**

Was hereunto affixed in the presence of:

.....

Chairman of West Oxfordshire District Council

.....

Head of Legal Services

**THE COMMON SEAL OF the
VALE OF WHITE HORSE DISTRICT COUNCIL**

Was hereunto affixed in the presence of:

.....

Designated Officer

**THE COMMON SEAL OF
OXFORD CITY COUNCIL**

Was hereunto affixed in the presence of:

.....

Solicitor to the Council/Designated Officer

**THE COMMON SEAL OF
SOUTH OXFORDSHIRE DISTRICT COUNCIL**

Was hereunto affixed in the presence of:

.....

The Officer appointed for that purpose

Schedule

Variation

Revised Version Annex 4

Waste Management – Financial Principles

OWP Partnership Agreement

Waste Management Financial Arrangements – revised March 2013

PRINCIPLES

1. These arrangements only apply to household waste.
2. Outside of what is proposed and agreed each Authority will remain responsible for its own waste management costs, according to its statutory responsibilities.

REVENUE – ARRANGEMENTS FROM 1 APRIL 2013

3. Each WCA will receive from OCC:
 - (a) a payment for each tonne of waste recycled & composted at a rate calculated in accordance with the method used for recycling credits (as set out within the Environmental Protection (Waste Recycling Payments) Regulations 2006), except where OCC makes arrangements for the waste to be recycled or composted, when no payment will be received;
 - (b) a fixed payment as detailed in Table 1.

Table 1: Total annual payment to be made by OCC to each WCA.

	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19
Cherwell DC	£178,800	£132,600	£80,650	£36,325	£36,325	£36,325
Oxford City	£110,700	£83,400	£49,600	£21,500	£21,500	£21,500
South Oxfordshire DC	£200,000	£150,000	£100,000	£50,000	£50,000	£50,000
Vale of the White Horse DC	£200,000	£150,000	£100,000	£50,000	£50,000	£50,000
West Oxfordshire DC	£162,500	£119,700	£73,150	£32,775	£32,775	£32,775

ADMINISTRATION

4. A payment for each tonne of waste recycled & composted, at a rate calculated in accordance with the method used for recycling credits, will be made by OCC to WCAs each month on receipt of a suitably evidenced claim from the WCAs.
5. Payments under 3(b) are not linked to waste tonnages or landfill diversion performance. Payments reduce over time and the final payment will be made in

respect of the financial year ending 31 March 2019. There will be no inflationary adjustments in relation to such payments and OCC will make such annual payments half way through the relevant financial year.

NEW INITIATIVES FUND

6. In 2009 the OWP created a fund to help meet the capital or one-off costs of waste management initiatives designed to meet OJMWMS objectives, and in particular minimise residual waste requiring landfill or further treatment.
7. The Partner Authorities paid into this fund the reward grant due to them from achievement of the PSA1 wastes target, and any reward grant that became payable to them for achievement of the LAA stretch target on non biodegradable municipal wastes.
8. Most of this money has now been spent on a variety of different projects. The New Initiatives fund will continue until all remaining funds are spent. Records will be kept by the accounting authority and partnership coordinator for 6 years