

OPERATING AGREEMENT

This Agreement is made between Yorwaste Ltd (registered Office Mount View, Standard Way, Northallerton, North Yorkshire, DL6 2YD) (Yorwaste) and the Parish Council of Rufforth with Knapton (registered office, Bradley House, Bradley Lane, Rufforth, York YO23) (Parish Council) on behalf of the residents of Rufforth and the surrounding area to set out details of the operations at the land fill and recycling site known as Harewood Whin situated off Wetherby Road, Rufforth, to come into force with effect from 1 September 2017.

1. The aim of this Agreement is to set out in a clear unambiguous format, guidelines covering the current and future management of the site and to provide a clear understanding of the commitments being made.
2. This agreement is intended to be supplementary and complimentary to any planning conditions and Section 106 conditions imposed on Yorwaste Ltd by The City of York Council.
3. Liaison meetings will be held between the Yorwaste management team and a nominated group of local councillors and residents on a quarterly basis to monitor and review this Agreement and to provide a vehicle for consultation on all issues related to the site, both current and future.

Site Access and Egress

4. A condition of the planning approval granted to Yorwaste is that the junction of the site where it meets the B1224 is amended so that vehicles over 7,500Kg Gross Vehicle Weight (GVW) are physically prohibited from turning right and travelling through the village of Rufforth.
5. Yorwaste Ltd will ensure that all of its staff and contractors are aware of this planning requirement and this will be issued as part of the site user guide issued to all users of the site, be it internal or external employees. The site user guide is attached as Appendix A to this agreement. This work instruction will also make it clear to drivers, or contractors directly employed by Yorwaste Ltd, that they are not to travel through the village of Rufforth, whether entering or leaving the site, unless this has been approved by the Harewood Site manager.

6. Yorwaste Ltd will provide the site user guide to all of its customers and encourage them to abide by the spirit of the work instruction contained therein. Yorwaste Ltd cannot impose this on its customers but it will exert influence wherever possible.
7. Yorwaste Ltd will monitor compliance against this instruction by way of visual checks and the use of CCTV. Where employees contravene the instruction, disciplinary action may be taken.
8. Yorwaste Ltd may waive clause [5] above in specific circumstances, for example where other sections of the local road network are unavailable. This will also be the case for any Yorwaste Ltd vehicle carrying out collections from the villages of Rufforth, Askham Richard or Hessay. All incidents where vehicles are diverted will be logged and discussed at the regular liaison meetings between Yorwaste Ltd and the Parish Council.

Issue Reporting

9. The Parish Council will set up a reporting process whereby residents can report any issues relating to the management or operation of the site. This will be established via the Parish Council Clerk, details of which are attached as Appendix B to this agreement.
10. Residents will be asked to report any incidents, or issues, to the Parish Council who, in turn, will discuss them directly with Yorwaste Ltd.

Vehicle Movements

11. Details of vehicle movements into and out of the site will be forecast by Yorwaste Ltd and submitted to the Parish Council in March each year. Yorwaste Ltd will provide monthly updates of actual numbers against the forecast to the Parish Council and these will be discussed at the quarterly liaison meetings.

Operating Hours

12. Operating hours on the site are currently as follows:
 - i. Landfill Site – 0730 to 1700
 - ii. Recycling Operations – 0700 to 1730
 - iii. Composting – 0730 to 1700
 - iv. Waste Transfer Station – 0700 to 2100

13. Yorwaste currently operates within the limits of its permitted hours. For information, the current permitted hours for each of the permits held by Yorwaste at the site are:

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- i. Landfill Site – 0730 to 1700
 - ii. Recycling Operations – 0700 to 2100
 - iii. Composting – 0730 to 1700
 - iv. Waste Transfer Station – 0700 to 2100
14. Yorwaste Ltd reserves the right to adjust the operating hours shown in clause 12. No operating hours will exceed those stated in the relevant permit, as shown in clause 13, or planning conditions and Yorwaste Ltd will notify the Parish Council when operating hours are to be amended to those stated in this agreement. It is anticipated that any such change would be only as a result of circumstances not foreseen at the date of signing of this Agreement

Environmental Impact

15. Yorwaste Ltd will make every effort to minimise the effect its operations has on residents of surrounding communities. This will include:
- i. Ensuring that sufficient controls are in place to reduce litter escaping from the site. Where littering does occur, Yorwaste Ltd will ensure that the problem is dealt with quickly and effectively,
 - ii. Keeping the front of the site clear of litter and debris by way of regular litter picking,
 - iii. Ensuring that, as far as reasonably practical, odour is controlled on site. It is expected that odour issues will reduce as the landfill operation is wound down, though gas will continue to be generated on site for up to 30 years. Whilst this is captured and used to generate power, occasional escapes can occur and these will be dealt with quickly and effectively by Yorwaste and its contractors. The Waste Transfer Station will be equipped with an odour control system that includes a deodorising agent.

- iv. Ensuring that dust generated by operations on site is kept to a minimum. Where required, dust suppression systems will be utilised.

- v. Keeping birds and other pests under control. It is expected that as landfill operations are wound down the number of birds visiting the site each day will reduce significantly. There will still be birds on the site and necessary measures will be taken to control these. The control of other pests, including rodents, will be proactively managed by Yorwaste Ltd.

Amendment

16. Unless otherwise stated this Agreement will only be altered by prior consultation and agreement between the two parties concerned.

Signed on behalf of Yorwaste Ltd

Name:

Position:

Date:

Signed on behalf of Rufforth with
Knapton Parish Council

Name:

Position:

Date: