

SCHEDULE 35

OLD CONNON BRIDGE LANDFILL SITE

1. DEFINITIONS

In this Schedule 35, unless the context otherwise requires:

"Authority Consents" means all permissions, consents, approvals, certificates, permits, licences and authorisations of a Relevant Authority held by the Authority in relation to the Old Connon Bridge Landfill Site and disclosed to the Contractor;

"Connon Fields Site" means the site identified as such in Part 2 of Schedule 5;

"Management Costs" mean the costs (including capital costs, maintenance and operating costs and insurance costs) incurred by the Contractor in complying with its obligations under paragraph 2.1 of this Schedule 35, which would not otherwise have been incurred by the Contractor under this Contract, such costs to be established on an open book basis;

"Management Plan" means the initial plan (attached as Appendix 1 to this Schedule 35) for the operation, management and maintenance of the Old Connon Bridge Landfill Site, the Trevellis Wood Site and the Connon Fields Site including estimated costs for implementing that plan and any subsequent plan agreed in accordance with paragraph 4 of this Schedule 35;

"Old Connon Bridge Landfill Site" means the site identified as such in Part 2 of Schedule 5;

"Relevant Emergency" means an event causing or, in the reasonable opinion of the Contractor, threatening to cause imminent death or serious injury to any individual, or serious disruption to the lives of a number of people or extensive damage to property, or Contamination of the Environment;

"Trevellis Wood Site" means the site identified as such in Part 2 of Schedule 5;

2. OBLIGATIONS OF THE CONTRACTOR IN RELATION TO THE OLD CONNON BRIDGE LANDFILL SITE, THE TREVELLIS WOOD SITE AND THE CONNON FIELDS SITE

2.1 On and with effect from the Service Commencement Date and without prejudice to Schedule 33 (*Electricity Generation from Landfill Gas*), the Contractor shall operate, manage and maintain the Old Connon Bridge Landfill Site, the Trevellis Wood Site and the Connon Fields Site in accordance with the then current Management Plan, Good Industry Practice and all Legislation, Guidance and Authority Consents relating to the Old Connon Bridge Landfill Site.

3. LICENCE

- 3.1 The Authority grants to the Contractor, its employees, agents, contractors and such other persons as may be authorised by it in connection with the Project a licence to enter onto the Old Connon Bridge Landfill Site, the Trevellis Wood Site and the Connon Fields Site with or without vehicles to do anything necessary in connection with its obligations under this Schedule 35.

4. MANAGEMENT PLAN

- 4.1 The Contractor and the Authority have agreed the Management Plan attached as Appendix 1 to this Schedule 35 in relation to the performance by the Contractor of its obligations under paragraph 2.1 of this Schedule for the first Contract Year.
- 4.2 No later than twenty (20) Business Days before the start of the second Contract Year and each subsequent Contract Year, the Contractor shall submit a revised Management Plan for the upcoming Contract Year and the parties (acting reasonably and having regard to the provisions of this Schedule 35) will seek to agree the revised Management Plan before the start of that Contract Year. The Contractor may, on providing reasonable notice, propose revisions to the Management Plan at any time during a Contract Year.

5. REPORTING

- 5.1 Within ten (10) Business Days of the end of each quarter, the Contractor shall provide the Authority with a report setting out in reasonable detail the work undertaken at the Old Connon Bridge Landfill Site, the Trevellis Wood Site and the Connon Fields Site and the Management Costs incurred for that quarter.
- 5.2 No later than twenty (20) Business Days before start of each Contract Year the Contractor shall submit a detailed report to the Authority recording the operations carried out by the Contractor on the Old Connon Bridge Landfill Site (the '**After Care and Monitoring Report**') since the Service Commencement Date or the last After Care and Monitoring Report (as the case may be) and setting out the intended operations for the next 12 months;
- 5.3 Within 20 Business Days of receipt of each After Care and Monitoring Report the Contractor and the Authority, together with any Relevant Authority where appropriate, shall arrange to attend a site meeting on a mutually agreed date to discuss the After Care and Monitoring Report, the operations performed and the intended operations for the next 12 months.

6. REIMBURSEMENT OF MANAGEMENT COSTS

- 6.1 Prior to incurring any Management Costs in relation to its obligations under paragraph 2.1 of this Schedule 35, including undertaking any work under the Management Plan, the Contractor shall submit to the Authority, a proposal for the work to be undertaken and set out the Management Cost of undertaking such work. The parties shall (acting reasonably and having regard to the provisions of this Schedule) seek to agree the works and Management Costs, prior to the date of undertaking the relevant work. If any works and associated Management Costs are not agreed by the parties, the Contractor shall be relieved from its obligation under paragraph 2.1 relating to such works, The Authority shall reimburse the Contractor the Management Costs incurred by the Contractor in complying with its obligations under paragraph 2.1 of this Schedule 35 that have been agreed by the parties in writing.
- 6.2 In the case of a Relevant Emergency on Old Connon Bridge Landfill Site, the Trevellis Wood Site and the Connon Fields Site, the Contractor shall be entitled to undertake any work reasonably required to address that Relevant Emergency notwithstanding that it has been unable to agree the works and Management Costs with the Authority. In these circumstances the Contractor shall as soon as reasonably practicable notify the Authority of the relevant works undertaken and the associated Management Costs and the Authority shall reimburse the Contractor for the Management Costs properly and reasonably incurred.
- 6.3 Where the Authority is required to reimburse the Contractor its Management Costs under paragraphs 6.1 or 6.2, such amounts shall be added to the next invoice and details of such works and costs shall be included in the Invoice Report issued by the Contractor issued under clause 63.1 (*Reports and Invoice*) and paid as part of the relevant invoice in accordance with clause 64 (*Payment*).

7. COMPENSATION EVENTS

- 7.1 Any Trigger Event in relation to the Old Connon Bridge Landfill Site, the Trevellis Wood Site or the Connon Fields Site shall be deemed to be a Compensation Event and the provisions of clause 59 (*Compensation Events*) shall apply regardless of when the Trigger Event occurs, and whether or not the relevant event or circumstance giving rise to the Trigger Event was known to the Contractor at the date of the Contract or could reasonably have been identified by the Contractor during its due diligence relating to the Project.

8. TERMINATION

The Authority may in its absolute discretion terminate the Contractors obligations under paragraph 2.1(b) and the licence under paragraph 3 at any time on twenty (20) Business Days notice to the Contractor (but without prejudice to any accrued liabilities) and any de-

mobilisation or unwinding costs relating to works and services being undertaken by the Contractor under this Schedule 35 shall be for the account of the Authority.

Appendix 1

Management Plan

1. Background

1.1 Prior to the Service Commencement Date all operations and management (including landfilling, engineering, restoration, after care and monitoring) at the Old Connon Bridge Landfill Site was carried out by or on behalf of the Authority by County Environmental Services, the Authority's local authority waste disposal company, in accordance with the relevant Authority Consents (from time to time), notably a waste management license issued under the Environmental Protection Act 1990 (Part II).

1.2 The Old Connon Bridge Landfill Site is uncontained and a significant proportion of the waste material deposited therein is in direct contact with groundwater. Leachate, arising from both rainfall infiltration and groundwater percolation, is collected and currently irrigated to the Trevellis Wood Site and the Connon Fields Site.

2. Old Connon Bridge Landfill Site Infrastructure

2.1 During the first Contract Year the following replacement infrastructure is anticipated:

(a) Replacement Pipeline to the Trevellis Wood Site

The pipeline may require replacing in full. The route of the pipeline crosses third party land. The parties acknowledge that the rights of access for this pipeline may not be renewed (or renewed on the same terms) and agree that the consequences of any failure to renew (or renew on the same terms), including the possibility of the Trevellis Wood Site no longer being available for leachate irrigation are the Authority's risk.

(b) New Upgraded Power Cables to Leachate Pumps

The power cables to the duty and standby pumps are insufficient to allow both pumps to operate at the same time, which is required during peak times to enable sufficient leachate to be controlled and mitigated and reduce overtopping to surface water.

(c) Direct Leachate Feed to Current Leachate Treatment Plant

Some leachate from the Old Connon Bridge Landfill Site is pumped directly to the existing Leachate Treatment Plant. This arrangement will be reviewed immediately following Service Commencement Date to ensure continued compliance with the Authority Consents (and any further Authority Consents in relation to the proposed new Leachate Treatment Plant).

3. Management Services

3.1 The Contractor shall assess, control, monitor, mitigate and minimise the risk of impact upon the environment of the state and condition of the Old Connon Bridge Landfill Site, including:

(a) Repair and Maintenance of Surface Features

(i) General landscape management, including:

- Grass cutting and reseeding areas where grass fails to become well established;
- Application of weed control spraying as necessary to prevent the land becoming infested with weeds;
- Maintenance of hedges and trees including replacing plants or trees which die or are lost and maintaining any fences around planted areas;

(ii) Maintenance of site restoration works and the site cap;

(iii) Infestation and pest control;

(iv) Yearly surface topographic survey to monitor settlement;

(v) Repairing damage caused by third parties, pests or vermin and adverse weather conditions or the like;

(vi) Periodic monitoring and Authority Consent compliance auditing.

(b) Surface Water Control

(i) Maintenance of existing surface water channels and drainage;

(ii) Cleaning out accumulated silt in drainage channels (assumed to be twice during each Contract Year);

(iii) Control of vegetation intrusion to maintain correct flow (assumed to be twice during each Contract Year);

(iv) Repair of water based erosion in and around the drainage infrastructure (assumed to be once during each Contract Year);

(v) Repairing damage caused by third parties, pests or vermin and adverse weather conditions or the like;

(vi) Periodic monitoring and Authority Consent compliance auditing.

- (c) Landfill Gas Control
- (i) Management of the site activities of third party contractors pursuant to the Connon Bridge Landfill Gas Generation Contract and Related Agreements (as defined under Schedule 33 (Electricity Generation from Landfill Gas));
 - (ii) Monitoring of the site activities of third party contractors pursuant to the Connon Bridge Landfill Gas Generation Contract and Related Agreements;
 - (iii) Undertaking air dispersion modelling and monitoring as and when required;
 - (iv) Periodic monitoring of surface and lateral gas migrations and Authority Consent compliance auditing.
- (d) Leachate Control - Operation of the existing plant and equipment for the extraction and movement of leachate, including:
- (i) Leachate Monitoring and Reporting - in accordance with the requirements of the Authority Consents. Where practicable each report will be submitted to the Authority for approval prior to submission to a Relevant Authority.
 - (ii) Leachate arising from the Old Connon Bridge Landfill Site is intended to be treated in the following manner and decision sequence:
 - No 1 – Leachate will be irrigated to the Trevellis Wood Site and the Connon Fields Site provided that such action is in accordance with the Authority Consents or (if required) with the approval of any Relevant Authority;
 - No 2 – Where sufficient irrigation of leachate straight to the Trevellis Wood Site and the Connon Fields Site is not permitted the leachate will, with the approval of each Relevant Authority (where required), be passed through a new Leachate Treatment Plant (the 'New LTP') and then pumped to the Trevellis Wood Site and the Connon Fields Site;
 - No 3 – Where the New LTP is not operational or capable of achieving the necessary irrigation quality standards any spare capacity in the Leachate Treatment Plant of the Connon Bridge Landfill Site (the 'CBL LTP') will be utilised to improve or replace the New LTP. Leachate from the New LTP will only be accepted in the CBL LTP to the extent that the ability of the CBL LTP to treat leachate arising from the Connon Bridge Landfill Site is not adversely affected;

- No 4 – Where irrigation is not permitted for any reason leachate will be treated in a manner that facilitates the most economically advantageous third party disposal route. If spare capacity is available in the surface water disposal point utilised by the CBL LTP then consent will be sought to utilise such spare capacity.

(e) Groundwater Monitoring

- (i) Undertaking groundwater monitoring in accordance with the Authority Consents using existing infrastructure;
- (ii) Designing and procuring the installation of new groundwater monitoring infrastructure as and when required;
- (iii) Maintaining all groundwater monitoring infrastructure as required;
- (iv) Undertaking assessment works and modelling works where required by any Relevant Authority;
- (v) Reporting the results of groundwater monitoring to the Authority and each Relevant Authority.

(f) Management Costs

- (i) Monitoring and Authority Consent compliance auditing will be undertaken on a fixed monthly fee basis;
- (ii) All other works or services will be charged on a costs plus management fee basis (at 15% margin);
- (iii) Producing reports (including the After Care and Monitoring Report) will be charged on a report by report basis;
- (iv) The cost of design, planning application and any supporting information, and procurement of the new Leachate Treatment Plant for the Old Connon Bridge Landfill Site will be for the Authority's account. (Current costings are estimates only. Construction supervision will be undertaken on a third party consulting engineer sourced on a competitive tender basis. All such work will be charged on a costs plus management fee basis (at 15% margin);

Estimated Costs