



To: Infrastructure, Land and Environment Policy Board

On: 21 January 2026

Report by: Director of Environment, Housing & Infrastructure

Heading: Clyde Valley Update Report

1. Summary

- 1.1 This report provides an update on the first six years of the Clyde Valley Residual Waste Contract, a 25-year partnership between East Dunbartonshire, East Renfrewshire, North Ayrshire, North Lanarkshire, and Renfrewshire Councils for the treatment and disposal of residual waste.
- 1.2 Since its commencement, the contract has diverted over 900,000 tonnes of waste from landfill, recovered 66,000 tonnes of plastics and metals, and generated 110 GWh of electricity, enough to power 43,000 homes. Operational performance has been strong, with minimal delays and KPI breaches accounting for less than 0.03% of deliveries, ensuring compliance with Waste Scotland Regulations and delivering significant environmental benefits.
- 1.3 The contract has delivered a range of community benefits including 3 apprenticeships and 80 capacity-building workshops. Additionally, 30 pupils have completed Net Zero Virtual Work Experience placements toward a target of 100. Viridor has distributed £19,661 through its 'We Share Fund' for community projects and introduced a Clyde Valley-specific STEM programme, providing S2 students with hands-on experience and Industrial Cadet Bronze Accreditation.
- 1.4 The contract has evolved through variations to meet legislative and operational requirements, making the current Inter-Authority Agreement (IAA) outdated. Amendments to the IAA are required to reflect current arrangements and obligations without changing the contract's purpose or participating councils. Approval is sought for the proposed amendments set out in section 4.10 of this report.

2. Recommendations

It is recommended that the Infrastructure, Land and Environment Policy Board:

- 2.1 Note the content of the report.
 - 2.2 Approve the proposed changes to the Inter-Authority Agreement.
 - 2.3 Approve delegated authority to the Director of Environment, Housing & Infrastructure to sign the updated agreement on behalf of the Council.
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3. Background

- 3.1 In 2009 the Scottish Government released a report by Sir John Arbutnott in relation to savings Councils could achieve through collaboration of Services across the Clyde Valley Authorities, these being Glasgow, North Lanarkshire, South Lanarkshire, Inverclyde, East Dunbartonshire, East Renfrewshire, West Dunbartonshire and Renfrewshire Councils. In 2010 North Lanarkshire Council were lead on investigating the ability to collaborate on waste management services.
- 3.2 Initially all aspects of waste management were reviewed, however the project team focused on a solution for the upcoming Landfill Ban enforced by the Waste Scotland Regulations 2012 (this subsequently moved from 2017 to 2020 and now to 2025).
- 3.3 The Final Business case was presented to the Authorities in late 2012 and four of the Clyde Valley Authorities (North Lanarkshire, East Renfrewshire, Renfrewshire and East Dunbartonshire Council) and North Ayrshire gained approval to procure a long-term solution for the treatment and disposal of household residual waste which aligned to the Landfill Ban.
- 3.4 The solution had to provide a delivery point for each Partner within their boundary with only North Lanarkshire Council needing to provide such a facility as all other four had existing waste transfer sites.
- 3.5 Procurement for a solution took place from 2013-2016, the Contract was signed with the preferred bidder (Viridor) in May 2016 with the Contract going live in January 2020.
- 3.6 North Lanarkshire Council continue to act as the Lead Authority for the Contract, and all obligations are backed off through an Inter-Authority Agreement (IAA) with the other four Partners.
- 3.7 The solution provided by Viridor offered the following:
 - Contract for 25 years for the treatment of household residual waste up to a maximum of 190K tonnes per annum:
 - Provision of 4 Waste Transfer Stations to serve East Dunbartonshire, East Renfrewshire, Renfrewshire and North Ayrshire Councils.

- A purpose-built recycling and waste transfer facility at Bargeddie which would accept and sort all waste from the above 4 facilities along with all waste delivered direct from North Lanarkshire Council. The key purpose of this facility would be to remove all plastics and metals from the waste resulting in a minimum recycling rate from the residual waste of 4%.
 - The provision of an energy from waste plant at Dunbar which would accept all waste from the Bargeddie facility which in turn would be incinerated to produce electricity.
- 3.8 The Contract commenced on 7 January 2020 and has now been live for six and a half years. The Contract Management Team has been in place since the Contract was signed in May 2016 to ensure successful delivery of the Contract.
- 3.9 The Inter-Authority Agreement (IAA) was signed in 2016 however as the contract has progressed, it has been noted that there are a few practical amendments to be made.

4. Report

- 4.1 The first six years of the contract have been a success with over 900,000 tonnes have been diverted from landfill and approximately 66,000 tonnes of plastic and metal have been recycled or repurposed, when they would have otherwise gone to landfill. The treatment of Clyde Valley residual waste produces in the region of 110GWh of electricity (equivalent of powering 43,000 homes) and was fed back into the national grid.
- 4.2 Operational delays have been minimal, with the 15 minute turnaround time KPI (for RCVs delivering waste to the facilities) only being exceeded 45 times over the first six years over the five Partner Councils, which is estimated to equate to less than 0.03% of total deliveries for all RCVs over this time period.
- 4.3 The first six years of the contract have been a success with over 900,000 tonnes diverted from landfill and approximately 66,000 tonnes of plastic and metal have been recycled or repurposed, when they would have otherwise gone to landfill. The treatment of Clyde Valley residual waste produces in the region of 110GWh of electricity (equivalent of powering 43,000 homes) and was fed back into the national grid.
- 4.4 The tonnages have fallen gradually from the first full contract year 2020/21 to 2024/25, as the Partner Councils aim to reduce residual waste arisings by recycling kerbside. Individual tonnages are detailed below:

Partner	2020/21 Tonnage	2024/25 Tonnage	% Difference
East Dunbartonshire	25,184.62	21,966.27	-12.78
East Renfrewshire	19,003.89	18,165.31	-4.41
North Ayrshire	28,853.6	27,897.98	-3.31
North Lanarkshire	69,550.43	66,052.96	-5.03
Renfrewshire	38,814.1	37,680.04	-2.92
Totals	181,406.64	171,762.56	-5.32

NOTE: there was a period of time in 2020 when all waste was collected in the residual bin due to the restrictions of the COVID19 pandemic.

- 4.5 To date, through Community Benefits, the contract has delivered 3 apprenticeships (out of a 25-year commitment of 16), 80 capacity building workshops, and over £4.5m has been spent with SMEs and SEO at the Bargeddie Facility. To date, a total of 30 pupils have completed work experience with Viridor as part of the Clyde Valley Contract, and they are on track to achieve the commitment of providing a minimum of 100 work placements across the contract term. The pupils undertook the Net Zero Virtual Work Experience programme in partnership with the Engineering and Development Trust (EDT).
- 4.6 As part of their *We Share Fund*, Viridor have distributed £15, 993 from the Bargeddie Facility, and £3,668 from the Authority Transfer Stations in 2024/25. This is a Corporate fund set up by Viridor which enables members of the community to apply for funding for projects that help the environment/community. This is not Clyde Valley specific and is additional to the requirements set out in the Contract.
- 4.7 Viridor have developed a Clyde Valley specific STEM (Science, Technology, Engineering and Maths) programme in conjunction with the Engineering Development Trust (EDT). This is an annual programme open to all of the Clyde Valley schools where teams of S2 students work together within their school groups to gain an insight into the STEM sector and to receive an Industrial Cadet Bronze Accreditation on completion of their challenge.
- 4.8 The Contract has evolved through a number of variations and updates to suit both legislation requirements and the logistics of actually managing the Contract. These are summarised in the table below.

Contract Variation Number	Date Submitted	Summary of Variation	Reason for Variation
1	04/07/2017	Vary Schedule Part 4 (Payment Mechanism) in order to provide for reconciliation of National Non-Domestic Rates	To close the loop of reconciliation on forecasted tonnages
2	15/03/2023	Vary Schedule Part 4 (Payment Mechanism) in order to reflect current practices	To reflect current practices
3	03/11/2023	Vary Schedule Part 1 (Definitions) "ATS Site Plans" and "Renfrewshire ATS Site"	To remove a part of the Linwood site at the back of the site to give this land back to RC. This involves varying the site plans and areas of responsibility and also moving one borehole to within this new boundary and taking new samples to re-establish the baseline
4	21/10/2024	Vary Schedule Part 1 (Definitions) "ATS Site Plans" and "East Renfrewshire ATS Site"	Review areas of responsibility at the ERC ATS Facility

5	15/03/2023	Updated PA for data protection, change in addresses, changes to definitions, Authority ATS Works,	To reflect current practices
6	03/11/2023	Vary Schedule Part 1 (Definitions) "ATS Site Plans" and "Renfrewshire ATS Site"	Amended area of responsibility to match fence line

4.9 As a result, the Inter Authority Agreement (IAA) has become outdated and this needs to be updated to reflect current Contract positions and those obligations now being passed to the Partner Councils as well as practical matters being updated. Although there are a number of highlighted changes, they do not represent any fundamental change in the purpose of the contract or the participating local authorities.

4.10 The table below explains the substantive amendments made to the IAA and does not include minor changes which are stylistic; or are factual updates. Definitions used within this document are contained in either the IAA, or the Project Agreement between North Lanarkshire Council (as Lead Authority) and Viridor.

Relevant Clause(s)	Original Drafting	New drafting
Data Protection <ul style="list-style-type: none"> Amended and deleted definitions Amended Clause 18 	In line with legal position at the time of entering into IAA in 2016.	<p>Drafting updated to reflect change in legal position including Data Protection 2018 and UK GDPR (post Brexit version of EU GDPR).</p> <p>This is standard drafting across all Local Authority contracts, and a similar amendment was made to the Project Agreement</p>
Clause 4 Duties of Lead Authority and Other Authorities – General Duties of All Authorities <ul style="list-style-type: none"> Amended Clause 4.5 New Clauses 4.5A, 4.5B, 4.5C and 4.5D 	Original drafting in IAA envisioned that each Authority's share of the Minimum Tonnages and Maximum Tonnages ¹ agreed before Services Commencement (7 January 2020) would be reviewed and agreed 5 years from Services Commencement and every 5 years thereafter	<p>New drafting reflects agreement by Steering Group in November 2024 that the Authority's want the power to review and amend (by agreement) the Minimum and Maximum Tonnages annually. It was agreed that experience has shown that it is better for Authorities to have more flexibility to make changes, and not be locked in for 5 years.</p> <p>It was agreed that this will be based on the tonnages provided in the previous Contract Year and will commence from the 1 April immediately occurring after Steering Group approval. For example, in</p>

¹ The Minimum Tonnage is defined in the Project Agreement as "100,000 tonnes of Contract Waste (excluding Ad Hoc Waste) per Contract Year (pro rated for any Contract Year of less than 12 months)" and the Maximum Tonnage is defined in the Project Agreement as "190,000 tonnes of Contract Waste (excluding Ad Hoc Waste) per Contract Year."

		<p>advance of the 5th anniversary of Services Commencement the Steering Group approved the relevant tonnages in November 2024 to apply from 1 April 2025 and this was based on the tonnages in Contract Year 2023- 24.</p> <p>The Steering Group members also have the power to amend the metric being used to calculate Minimum and Maximum Tonnages</p> <p>Furthermore, the drafting states that each year the Steering Group must make a decision on the share of tonnages between 1 November and 31 December.</p> <p>Additional drafting has also been inserted placing duties on the Contract Manager to confirm the allocation of the Authorities' share and monitor the tonnages delivered throughout the Contract Year and highlight any issues to the Steering Group.</p> <p>Where appropriate, the word "Authorities'" (apostrophe after the 's') has been amended to "Authority's".</p>
<p>Clauses 7.8 – 7.9 Share of CMT Annual Budget</p> <ul style="list-style-type: none"> Amended Clause 7.9 	<p>The share of the tonnages split between the Authorities impacts the share of the CMT Annual Budget ²and the CMT Annual Budget Proportions³. The original drafting envisioned that this would be adjusted 5 years from Services Commencement and every 5 years thereafter.</p>	<p>The position remains that share of the tonnages split between the Authorities impacts the share of the CMT Annual Budget Proportions. The drafting at clause 7.9 has been amended to reflect the change in position relating to updating the Minimum and Maximum Tonnages share at clause 4 (see above). Accordingly, the CMT Annual Budget Proportions will also be updated annually, instead of every 5 years.</p>
<p>Clause 12 Payments</p>	<p>The original drafting placed an obligation on each Authority to pay their</p>	<p>The drafting has been amended to change the obligation to make payment in cleared funds within 21 days of receipt of</p>

² Defined in IAA as "the sum set in accordance with Clause 7 (*Contract management Team (CMT) Annual Budget*) and Schedule Part 5 (*CMT Annual Budget*) which represents the upper limit of the financial threshold calculated by the Joint Steering Board for each Authority's annual contribution to the necessary funding of the Lead Authority to discharge its functions on behalf of all the Authorities under this Inter-Authority Agreement as managed by the Joint Steering Board, notified to the Joint Steering Board and approved by each Authority in respect of this Project (and the Authorities acknowledge that the CMT Annual Budget does not include the Monthly Unitary Payment made under the Project Agreement)."

³ Defined in Schedule Part 5 of IAA as "CMT Annual Budget does not include the Monthly Unitary Payment made under the Project Agreement." The Initial CMT Annual Budget Proportions are set out at Schedule Part 5 and cover Contract Year 2016 – 2017.

<ul style="list-style-type: none"> Amended Clause 12.6 	<p>monthly payment proportion (in cleared funds) to the Lead Authority (NLC) by the 25th day of the month in which the instruction or invoice for payment has been served.</p>	<p>an instruction for payment or invoice. This is due to a change made to the Project Agreement that afforded more time for NLC to make payment, and NLC has passed this on to other Local Authorities.</p>
<p>Clause 15 Liability of the Councils</p> <ul style="list-style-type: none"> Amended Clause 15.11 New clause 15A 	<p>The original drafting did not reflect how the Project Agreement and associated insurances work in practice. It suggested that the Lead Authority (NLC) would have responsibility for administering all Project insurances where not administered by Viridor.</p>	<p>Amendments have been made to reflect how the insurance obligations work in practice. Where the Project Agreement requires any insurances from both the Lead Authority (NLC) or other Authorities, as co-insured or otherwise, there is a responsibility to administer this in accordance with the Project Agreement.</p> <p>A new clause 15A was inserted to narrate the position in relation to North Ayrshire Council ATS Site as the insurance is held differently to all of the other ATS Sites. North Ayrshire Council is liable to insure the building at North Ayrshire ATS Site under a Property Damage Policy and include Viridor as a named party on the relevant policy, in accordance with Part X – Insurance of the Project Agreement.</p>
<p>Clause 27 Notices</p> <ul style="list-style-type: none"> Amended Clauses 27.1 and 27.2 and corresponding amendments at Schedule Part 4. 	<p>The original drafting allowed notices to be served by fax, and allowed notice by email to be served. However, it was not clear as to how this would work in practice.</p>	<p>The amended drafting deletes references to notices by fax, and adds in additional detail as to how a notice would be served by email.</p>
<p>Schedule Part 1: Project Tasks</p>	<p>The original list set out the correct authority for certain decisions and obligations, either being Contract Manager Matter, Lead Authority Matter, Project Director Matter, Joint Steering Board Matter, Matters Reserved to Authorities and Statutory Officer Matter.</p>	<p>Additional entries have been made to reflect the amendments made to the IAA.</p>

<p>Schedule Part 2: Joint Steering Board Functions and Terms of Reference</p> <ul style="list-style-type: none"> • Paragraph 2.7 amended 	<p>Paragraph 2.7 originally required the Lead Authority's internal audit service to provide a statement of assurance annually.</p>	<p>Paragraph 2.7 amended to require that that the Lead Authority's internal audit service provides a statement of assurance, every two years (instead of annually).</p>
<p>Schedule Part 4: Addresses of the Authorities</p>	<p>The original list set out addresses for each Authority where notices should be sent to.</p>	<p>The amendments expand this list to include email addresses for each Authority so that notices by email can be issued to the Head of Service/Manager/Director acting as Joint Steering Board member for Clyde Valley Project, copied to Head of Legal Services/Corporate Governance (or such role as amended or updated) at the time of issuing of the notice.</p>
<p>Schedule Part 8: Part 2 – Cost Sharing Principles</p>	<p>The original drafting contained cost sharing principles between the Local Authorities.</p>	<p>The cost sharing principles largely remain but have been expanded to include some detail not originally provided in relation to the East Renfrewshire ATS Ancillary Waste Payment. There is now a recognition of the possibility of a payment arising due to the East Renfrewshire ATS Ancillary Income Share.</p> <p>The amendments make it clear that any sum payable in respect of the East Renfrewshire ATS Ancillary Waste Payment shall be borne wholly by and/or allocated wholly to East Renfrewshire Council. This reflects the position in the payment mechanism contained in the Project Agreement.</p> <p>The text relating to Monthly Unitary Charge has also been amended to reflect the change in Minimum and Maximum Tonnages being agreed annually instead of every 5 years following Service Commencement.</p>

4.11 The contract has been set up to be flexible to deal with the ever-changing waste legislative environment and includes provisions for Qualifying Changes in Law if they arise as well as specific Contractor and Authority Changes should either Party want those as the Contract progresses.

5 Measures of Success

- 5.1 The ongoing delivery of a public partnership model for the treatment and disposal of residual waste which will ensure all partner local authorities comply with the relevant legislative provisions and that the performance targets associated with the contract are maintained.
- 5.2 Community Benefits delivered as part of the Contract benefit the local businesses and schools. Viridor have partnered with the Education Development Trust (EDT) to deliver a bespoke STEM programme for the schools within the five Partner Councils. Each year this is well attended and has involved impressive partnerships that mentor the pupils during the programme.
- 5.3 The Contract Management Team manage the Contract on behalf of the Partner Councils and have received a Substantial Assurance rating from NLC audit every time. In addition to this, the team continue to investigate other projects that the Partner Councils could collaborate on to deliver savings and also look into other waste streams that can be brought to the Contract to provide best value to the Partner Councils.

Implications of the Report

1. **Financial** – none
2. **HR & Organisational Development** – none
3. **Community/Council Planning** – none
4. **Legal** – none
5. **Property/Assets** – none
6. **Information Technology** - none
7. **Equality & Human Rights** – none
8. **Health & Safety** – none
9. **Procurement** – none
10. **Risk** – none
11. **Privacy Impact** – none
12. **COSLA Policy Position** – none
13. **Children’s Rights** - none
14. **Climate Change** – none

List of Background Papers: none

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