

Joint Scrutiny Panel of Somerset Waste Board

Thursday 27 June 2019

11.00 am Broughton House, Blackbrook
Park Avenue, Taunton



To: The Members of the Joint Scrutiny Panel of Somerset Waste Board

Cllr Dunk, Cllr Dyer, Cllr Gibson, Cllr Hamilton, Cllr Hassall, Cllr Hull, Cllr Kennedy, Cllr Leyshon, Cllr Munt and Cllr Trollope-Bellow

Issued By Scott Wooldridge, Strategic Manager - Governance and Risk - 19 June 2019

For further information about the meeting, please contact Carol James on 01823 356859, cdjames@somerset.gov.uk or Jamie Jackson on 01823 359040, jajackson@somerset.gov.uk

Guidance about procedures at the meeting follows the printed agenda.

This meeting will be open to the public and press, subject to the passing of any resolution under Section 100A (4) of the Local Government Act 1972.

This agenda and the attached reports and background papers are available on request prior to the meeting in large print, Braille, audio tape & disc and can be translated into different languages. They can also be accessed via the council's website on www.somerset.gov.uk/agendasandpapers



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AGENDA

Item Joint Scrutiny Panel of Somerset Waste Board - 11.00 am Thursday 27 June 2019

****Public Guidance notes contained in agenda annexe****

1 **Apologies for absence**

2 **Declarations of Interest**

Details of all Members' interests in District, Town and Parish Councils will be displayed in the meeting room. The Statutory Register of Member's Interests can be inspected via the Democratic Services team.

3 **Minutes from the previous meeting held on 27 March 2019** (Pages 5 - 10)

The Committee is asked to confirm the minutes are accurate.

4 **Public Question Time**

The Chairman will allow members of the public to ask a question or make a statement about any matter on the agenda for this meeting. **These questions may be taken during the meeting, when the relevant agenda item is considered, at the Chairman's discretion.**

5 **Recycle More & Collection Contract Procurement Update** (Pages 11 - 18)

To receive the report.

6 **New Waste Treatment Facility Update** (Pages 19 - 40)

To receive the report.

7 **Financial Outturn and use of balances 2018/19** (Pages 41 - 58)

To receive the report.

8 **Performance Outturn 2018/19** (Pages 59 - 82)

To receive the report.

9 **Constitutional matters and 2019/20 Board membership and meeting dates**
(Pages 83 - 180)

To receive the report.

10 **Recycling Site Van & Trailer Permit Review** (Pages 181 - 194)

11 **Any other urgent items of business**

The Chairman may raise any items of urgent business.

Agenda Annexe

Guidance notes for the meeting

1. Inspection of Papers

Any person wishing to inspect Minutes, reports, or the background papers for any item on the Agenda should contact the Committee Administrator for the meeting – Carol James on Tel: (01823) 356859 or (01823) 359500 or Email: CDJames@somerset.gov.uk or democraticservices@somerset.gov.uk They can also be accessed via the council's website on www.somerset.gov.uk/agendasandpapers

2. Members' Code of Conduct requirements

When considering the declaration of interests and their actions as a councillor, Members are reminded of the requirements of the Members' Code of Conduct and the underpinning Principles of Public Life: Honesty; Integrity; Selflessness; Objectivity; Accountability; Openness; Leadership. The Code of Conduct can be viewed at: <http://www.somerset.gov.uk/organisation/key-documents/the-councils-constitution/>

3. Minutes of the Meeting

Details of the issues discussed and recommendations made at the meeting will be set out in the Minutes, which the Committee will be asked to approve as a correct record at its next meeting.

4. Public Question Time

If you wish to speak, please tell Carol James the Committee's Administrator - by 5pm, 3 clear working days before the meeting (Friday 21st June 2019). All Public Questions must directly relate to an item on the Committee's agenda and must be submitted in writing by the deadline.

If you require any assistance submitting your question, please contact the Democratic Services Team on 01823 357628.

At the Chair's invitation you may ask questions and/or make statements or comments about any matter on the Committee's agenda – providing you have given the required notice. You may also present a petition on any matter within the Committee's remit. The length of public question time will be no more than 30 minutes in total.

A slot for Public Question Time is set aside near the beginning of the meeting, after the minutes of the previous meeting have been signed. However, questions or statements about any matter on the Agenda for this meeting may be taken at the time when each matter is considered.

You must direct your questions and comments through the Chair. You may not take direct part in the debate. The Chair will decide when public participation is to finish.

If there are many people present at the meeting for one particular item, the Chair may adjourn the meeting to allow views to be expressed more freely. If an item on the Agenda is contentious, with a large number of people attending the meeting, a representative should be nominated to present the views of a group.

An issue will not be deferred just because you cannot be present for the meeting. Remember that the amount of time you speak will be restricted, normally to two minutes only.

5. Exclusion of Press & Public

If when considering an item on the Agenda, the Committee may consider it appropriate to pass a resolution under Section 100A (4) Schedule 12A of the Local Government Act 1972 that the press and public be excluded from the meeting on the basis that if they were present during the business to be transacted there would be a likelihood of disclosure of exempt information, as defined under the terms of the Act.

6. Committee Rooms & Council Chamber and hearing aid users

To assist hearing aid users the Committee meeting rooms have infra-red audio transmission systems.

7. Recording of meetings

The Council supports the principles of openness and transparency. It allows filming, recording and taking photographs at its meetings that are open to the public - providing this is done in a non-disruptive manner. Members of the public may use Facebook and Twitter or other forms of social media to report on proceedings and a designated area will be provided for anyone wishing to film part or all of the proceedings. No filming or recording may take place when the press and public are excluded for that part of the meeting. As a matter of courtesy to the public, anyone wishing to film or record proceedings is asked to provide reasonable notice to the Committee Administrator so that the relevant Chair can inform those present at the start of the meeting.

We would ask that, as far as possible, members of the public aren't filmed unless they are playing an active role such as speaking within a meeting and there may be occasions when speaking members of the public request not to be filmed.

The Council will be undertaking audio recording of some of its meetings in County Hall as part of its investigation into a business case for the recording and potential webcasting of meetings in the future.

A copy of the Council's Recording of Meetings Protocol should be on display at the meeting for inspection, alternatively contact the Committee Administrator for the meeting in advance.

JOINT SCRUTINY PANEL OF SOMERSET WASTE BOARD

Minutes of a Meeting of the Joint Scrutiny Panel of the Somerset Waste Board held at Broughton House, Blackbrook Park Avenue, Taunton on Wednesday 27 March 2019 at 2.00pm

Present: Cllr P Bradshaw, Cllr M Lewis, Cllr D Loveridge, Cllr Mansell, Cllr Leyshon.

SWP Officers Present: Micky Green, Sarah Rose, Brue Carpenter.

Member of the Press: Daniel Mumby

Apologies for Absence: Cllr J Parbrook, Cllr L Perry, Nick Cottle.

Declarations of Interest - Agenda Item 2

Details of councillors' appointments to local authorities were displayed in the meeting room and therefore there was no need to verbally declare these as personal interests. There were no other declarations of interest. Cllr Loveridge declared a pecuniary interest as a Director of Homes in Sedgemoor.

Minutes from the Previous Meeting held on 13 February 2019 - Agenda Item 3

The minutes of the meeting held on 13 February 2019 were accepted as being accurate by the Panel and signed by the Chair.

Agenda was rearranged to move item 6 to item 8 so the confidential paper could be taken at the end of the meeting.

Public Question Time - Agenda Item 4

There were no public questions.

The Board received a report on the key performance indicators for the period October 2018 to December 2018 and these were compared to the same period last year. The report was presented in a new format with the aim of giving a more rounded view of the performance.

The performance report shows that the key headlines are: Tonnages: Residual waste is down 3.1% on the previous year, mainly driven by the lower garden waste in the hot, dry summer. Lower levels of garden waste also affected recycling rate (down 0.6% to 53.1%) and the number of visits to recycling centres (down 2.5%).

- Missed collections: Q3 saw a continued improvement in the level of missed collections after the issues experienced in the Summer. SWP continue to work closely with Kier on issues of service quality.
- End use: SWP continues to see strong demand from UK based reprocesses for the high-quality materials we collect. In Q3 over 94% of all the recycling we collected stayed in the UK. The plastic pots, tubs and trays (and plastic bottle) banks at recycling centres are proving particularly effective – over 50 tonnes was sent to be reprocessed in Kent in this quarter. Business Plan: All key projects in our Business Plan continue to progress well, with over 100 schools visited, our collection contract procurement on track, as is our move away from landfill.

The discussion of this report covered the following areas:

- Clarification of the Customer Response Management System. Members were keen to understand how this was used and be assured that it did comply with the requirements of GDPR. It was explained that the new system being introduced gave 'real time' information on calls from customers and could be sent to the contractor so missed collections can be dealt with while the truck was still in the area, or ensure that assisted collections weren't missed by requiring crews to confirm that each individual assisted collection had been undertaken. It operated two way so evidence of why a collection was not made; for example contamination waste would be recorded so that a resident could understand why their recycling was not all collected. It is based on the 'My Council Service' software and adapted to 'My Waste Service'.
- Questions about the increase in complaints. The Board were informed that this was because there were missed collections last summer, And that the performance report showed how the level of complaints had reduced substantially since then, as the service issues had been addressed.
- Glass recycling. The panel discussed the benefits of SWP's separate collection of materials – for example SWP's glass is of high quality and therefore in demand for UK reprocessors who want to make it back into glass bottles (an example of a closed loop process). It was noted that where poor quality and heavily contaminated materials were collected (e.g. in other parts of the country that collect glass co-mingled) glass could be used to create aggregate. Whilst this still counted as the same weight of recycling, clearly closed loop recycling has a much greater environmental benefit than turning glass into aggregate. This was an example of SWP's commitment to quality and why weight alone is not a good measure of SWP's environmental impact. The panel noted that because of the high quality of SWP's recycling, over 90% of what we collected stayed in the UK, and SWP were independently ranked in the top 10% in the Country for our carbon performance.

Financial update 2018/19 - Agenda item 7

The Board received a report on the financial position for the first 10 months of the reporting period. The Annual Budget is entirely linked to the Annual Business Plan and sets out the financial resources required to deliver the Plan and the waste collection and disposal services that have been delegated to the Somerset Waste Board. Financial monitoring shows how the Partnership is managing its resources as it delivers the Annual Business Plan. The Board heard that following decision taken throughout the year and through careful management of the budget there was a forecast underspend of £942,000. The details of how this has arisen were contained in the report. The Board were interested to know why the Districts had such differing variances. This was explained by some of the costs and income being demand driven for example the purchase of containers, income from Garden waste charges and the number of containers that are replaced.

Recommendation:

The Somerset Waste Board noted the summary financial performance to date as contained in this report.

SWP response to national government resources – Agenda item 8

The Board revived a report on the response to the Government consultation exercise. This consultation covered four main areas:

- 1) Consistency in Household and Business Recycling Collections (consistency)
 - 2) Reforming the Packaging Producer Responsibility System (EPR)
 - 3) Introducing a Deposit Return Scheme (DRS) for England, Wales and Northern Ireland
 - 4) Plastic Packaging Tax
1. All four consultations will run for 12 weeks with closing dates of 12/13 May. Whilst SWP is still working through the consultations, this board paper summarises the understanding of the implications for Somerset, and a likely position in response. SWP welcomes government's ambition and leadership, and overall is extremely positive about the proposals in the consultation, in particular the drive to make producers responsible for the costs of managing the packaging they produce. The response for SWP for each of the areas was shared with the panel and discussed. The panel agreed with SWP's proposed approach to the consultation responses, in particular noting that SWP is an exemplar in terms of the quality of its recycling and would want to support kerbside collection and encourage high quality recycling. They do have a concern about the proposal to have a minimum of fortnightly collection. All the work done by SWP shows that fewer collections result in greater recycling and will be highlighting this in the response. The proposal that there should be free garden waste collection is also a concern as this might appear to be a 'tonnage chasing exercise'. If you make collection free, then less is composted and for Somerset the cost would be in the order of £6million a year. Food waste is already collected weekly, but whilst we're ambitious to do more the practicalities (and hence the time and resources required) with food waste collection from all communal/shared accommodation (given the constraints with some properties of this type) appears to have been under-estimated.

There was some discussion in relation to these proposals. The Board were interested to know if there had been a noticeable reduction in Single Use Plastics since the Local Authorities introduced a campaign to reduce this. Unfortunately, this has not been evident yet in overall tonnage data – though 50 tonnes of plastic pots, tubs, trays and bottles were recycled at Somerset's recycling centres in Quarter 3. The Local Authorities were keen to have autonomy on frequency of refuse collection as they need to be accountable to

the electorate and the direction of travel for more recycling and less residual waste was very advanced on Somerset.

Recommendation

That the Somerset Waste Board:

- 1) noted the contents of the report and discusses the implications of the consultations,**
- 2) delegated responsibility to the Managing Director of the Somerset Waste Partnership to finalise consultation responses**

This item is confidential and a motion to exclude the public was proposed by Cllr Peter Bradshaw and seconded by Cllr Liz Leyshon. The public withdrew.

The Board received a report that summarised progress in procuring a new collection contractor (and hence delivery of Recycle More). It accompanied a confidential paper where the Waste Board will make a decision on the preferred bidder for the Collection Contract. It is expected that the identity of the preferred bidder will be announced on 13 May 2019. The preferred bidder will commence delivering services on 28 March 2020.

The report set out the comparison between two bids, known only as Bidder 1 and Bidder 2.

The Chairman thanked SWP for a very thorough presentation and for their hard work in getting this bid to such an advanced stage.

Recommendation

The Somerset Waste Board:

- 1. Noted the progress made in procuring a new collection contract.**
- 2. Agreed the case for applying the exempt information provision as set out in the Local Government Act 1972, Schedule 12A and therefore to treat the confidential report and its appendices in confidence, as they contain commercially sensitive information, and as the case for the public interest in maintaining the exemption outweighs the public interest in disclosing that information.**
- 3. Subject to the approval of recommendation (2) above, agrees to exclude the press and public from the meeting for the consideration of the attached confidential report and its appendices where there is any discussion at the meeting regarding exempt or confidential information.**
- 4. Considered the recommendations contained within the confidential report.**
- 5. Subject to approval of the recommendations above, authorised the Managing Director to notify the preferred bidder (and unsuccessful bidders) and take such actions as are necessary to progress through to contract award and service mobilisation.**
- 6. Agreed that the Somerset Waste Partnership reserved the right to not proceed with the award of a contract should new information come to light during the standstill period and/or before entering into a contract. In this instance, it is recommended that the Managing Director and Administering Authority's Director of Corporate Affairs be given joint delegated authority to take any necessary action in relation to the conclusion of the contract to**

protect the Waste Partnership's interests - this could include a decision not to enter into a contract and go back out to market.

Any Other Urgent Items of Business - Agenda item 9

None was raised.

Date of Next Meeting

Noted as Wednesday 27 June 2019 (10.00am).

(The meeting ended at 15.52pm)

CHAIRMAN

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Somerset Waste Board meeting
28 June 2019
Report for decision

**Paper
Item No.**

Recycle More & Collection Contract Procurement: Update

Lead Officer: Mickey Green, Managing Director

Author: Mickey Green, Managing Director

Contact Details: 01823 625707

Forward Plan Reference:	
Summary:	<p>This report summarises progress in mobilising our new collection contractor (SUEZ Recycling and Recovery UK) and hence delivery of Recycle More. It updates the board on what has happened since the Board approved SUEZ as preferred contractor on 29 March 2019, and what will be happening next. It seeks the Board’s agreement to discontinue the New Service Member Task and Finish Group as it has achieved its objective.</p>
Recommendations:	<p>It is recommended that the Board:</p> <ol style="list-style-type: none"> 1. Notes the progress made in procuring and mobilising a new collection contract. 2. Agrees to discontinue with the (non-decision making) “New Service Task and Finish Group” as it has fulfilled its role.
Reasons for recommendations:	<p>To ensure that progress with the procurement and mobilisation of our new collection contractor (SUEZ) is transparent.</p> <p>The purpose of the New Service Task and Finish Group was to provide close member oversight into the project and to provide advice and guidance where required. The Group was non-decision making; made up of one member from each partner authority and any major decisions came to the Board with a recommendation from the Task and Finish Group. Having concluded the procurement phase of the project the group has achieved its key role. It will be crucial going forward that all Board members (and indeed the wider membership in each partner authority) are engaged as we mobilise the new collection contract and roll out Recycle More in phases across the county.</p>
Links to Priorities and Impact on Annual Business Plan:	<p>Task 1.1 within the SWB Approved Business Plan 2019-24 concerns the transition to a new collection contractor and new service model.</p>

<p>Financial, Legal and HR Implications:</p>	<p>Revenue: In addition to delivering the significant environmental benefits of Recycle More a new collection contract aims to deliver significant savings to all partners, through reduced contract costs, lower disposal costs and additional recycling credit payments from the County Council to District Councils (as refuse reduces and recycling increases). SUEZ’s bid met and exceeded SWP’s affordability target, delivering total forecast savings of over £2m once Recycle More is rolled out. It is important to note that this does not mean that year 1 costs will be lower by this amount, as SWP will incur roll-out costs before savings can be realised, and full savings are not realised until Recycle More is fully rolled out in 2022.</p> <p>Capital: The capital requirements of Bidder 2 are £24.6m, with £17.8 on vehicles and £6.8m on depot works. Consultation with partner s151 officers has confirmed that the business case for Local Authority borrowing is compelling – saving partners around £1.8m per annum in addition to the return on borrowing received by individual borrowing partners. S151 Officers have also confirmed a broadly equal split of borrowing between all partner authorities.</p> <p>Legal: The contract with SUEZ will be for a period of 10 years (from 28 March 2020 to 29 March 2030) with the option to extend for a further 10 years in increments to be agreed (i.e. potentially to 30 March 2040). SWP have completed the standard contractual standstill period following notification to bidders of the results of the procurement process. SWP and SUEZ have signed a Letter of Intent to ensure that mobilisation progresses ahead of contract signature – for example because orders for key parts of the new fleet of vehicles needed to be placed. We aim to have signed the contract with SUEZ in Summer 2019, once final legal matters have been addressed.</p> <p>HR: Collection Contractor staff will TUPE transfer to the new contractor on 28 March 2020. SWP, Kier (the incumbent contractor) and SUEZ (the incoming contractor) briefed staff at all five Somerset depots on the morning of the announcement of SUEZ as preferred bidder – to ensure staff were the first to know. The announcement was well received by staff and a comprehensive communications plan for transferring staff has been developed.</p>
<p>Equalities Implications:</p>	<p>An Equalities Impact Assessment was attached to the 29 March Board report. This impact assessment has been updated at key milestones throughout the procurement project and will continue to be updated as we progress through to service commencement and Recycle More roll-out.</p>
<p>Risk Assessment:</p>	<p>The risks related to the procurement and mobilisation of a new</p>

	collection contractor and Recycle More have been reviewed and are set out in SWP's updated risk register (summarised in our performance report). The procurement implications of potential Brexit scenarios have been considered and are reflected in SWP's 'no deal Brexit' risk register.
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1. Background

1.1. Recycle More: recap

Recycle More will enable the public to recycle even more at the kerbside, adding in the following materials to the weekly collection:

- Plastic pots, tubs and trays (including black plastic)
- Food and beverage cartons (e.g. tetrapaks)
- Small electrical equipment (e.g. a kettle or toaster)
- Household batteries

This is in addition to what can already be recycled every week – food, paper, glass, cans, aerosols, plastic bottles, cardboard, foil, textiles and shoes. Garden waste, clinical waste, bulky waste and assisted collections will be continued broadly as they are now. A 60litre weighted reusable sack will ensure residents have space for all their extra recycling.

It will maintain the kerbside sort system that is so crucial to the excellent environmental performance that SWP already achieves, with over 90% of our materials reprocessed in the UK each week. With so much more recycled each week, the frequency of residual waste will be reduced to every three weeks. This change is crucial to us being able to respond to public demand to recycle more, to budge those that aren't recycling fully at the moment, to support our aim to see rubbish treated as a resource rather than wasted, to tackle the climate emergency, and to support the national policy ambition to eliminate avoidable waste by 2050.

For communal properties (e.g. flats) additional materials that residents will be able to recycle each week will be cardboard, plastic bottles, plastic pots, tubs and trays. This is in addition to the paper, glass, cans and aerosols they can already recycle. We will work in partnership with our new contractor to enable residents of communal properties to use the full range of kerbside services for recycling.

1.2. Appointment of preferred bidder (SUEZ)

On 29 March 2019 in confidential session the Board decided upon SUEZ Recycling and Recovery UK as the preferred bidder, informed by the feedback and support from the Joint Waste Scrutiny Panel. The key elements of the bid are:

- Once Recycle More is fully rolled out our recycling rate is expected to increase from 52.4% to 58.5%. If our behavioural change campaigns are effective, then we expect this to increase further to 60% and beyond. We expect this to further improve SWP's independently rated 'high-flying' carbon-saving performance.

- How we recycle is as important as how much we recycle. By retaining the kerbside sort methodology we expect that the environmental quality of our materials will remain very high (as recycling materials stay separate rather than being mixed together), meaning that we expect most of our material to be recycled in the UK, with as much as possible going into 'closed loop' processes (i.e. glass bottles are recycled back into glass bottles, and not 'recycled' into aggregate). Material will only be sent elsewhere in the EU if reprocessing is not possible within the UK (e.g. due to a lack of UK reprocessing capacity) and outside of the EU as a last resort (with SWP advised in advance).
- Once Recycle More is rolled out we expect that residual waste per household is expected to fall from the 2017/18 level of 480kg/household to below 420kg/household. This will all be used to generate clean electricity at the Resource Recovery Centre currently being constructed at Avonmouth.
- The Board set an affordability target for Recycle More of a £1.7m saving compared to the current service from the current contractor. SUEZ's bid met and exceeded SWP's affordability target, delivering total forecast savings of over £2m once Recycle More is rolled out. It is important to note that this does not mean that year 1 costs will be lower by this amount, as SWP will incur roll-out costs before savings can be realised, and full savings are not realised until Recycle More is fully rolled out.
- Working in partnership to drive behaviour change and deliver excellent customer service was a crucial element of SUEZ's bid, and this is reflected throughout their bid, including:
 - much more robust standards on missed collections (0.045%) and a contractual emphasis on improving the quality of the service delivered engineering out missed assisted collections and repeated missed collections,
 - utilising in-cab technology on every vehicle so that we give our crews the right tools to do the job, drive up service standards, and have the data to effectively target behaviour change,
 - establishing a SW:EEP fund (jointly funded and managed by SWP and SUEZ from recyclate revenue) to drive behaviour change,
 - the appointment of a Liaison Officer dedicated to analysing performance data, working with crews and SWP to drive continuous improvement,
 - A Joint Management Board which will meet every six months to oversee performance, innovation and improvement. As well as SWP Officers, the SUEZ Contract Manager and Board representatives, this will involve the Chief Operating Officer and senior directors from SUEZ nationally, so that we can remain at the forefront of innovation nationally.
- Using a nationally recognised social value calculation tool, SUEZ have estimated that the contract delivers £644million of social, economic and environmental benefits to Somerset, in part through the employment and training initiatives they will offer (including apprenticeships) and their health and well-being offer (including dementia awareness training for staff), in addition to the environmental benefits of the service.

2. Progress to date

- 2.1. The public announcement of SUEZ as the preferred bidder was made on 13 May 2019. All current staff were informed of these changes at a special briefing with SWP, Kier and members of SUEZ's senior leadership team early in the morning, which took place at each of the five depot locations in Somerset. A press release attracted good local and national coverage, and a member briefing was sent to every member of our partner authorities.

Ahead of the waste collection contract service commencing on 28 March 2020 there is considerable work to be undertaken by the preferred bidder. SWP and the preferred bidder are unlikely to be in a position to sign the contract until Summer 2019, as we finalise a number of legal matters. SWP therefore needed to sign a letter of intent to ensure that work can progress ahead of contract signature, in particular to reflect the need to place orders and book delivery slots for vehicles. The construction of a fleet of recycling and refuse vehicles needs to be completed ahead of day one of the contract on 28 March 2020. If SWP fail to place orders promptly then there will be severe disruption to services. Whilst SWP are funding the purchase of vehicles (as it saves the public purse £18m over the contract life if we do) and will own the assets, SUEZ are responsible for specifying and ordering the vehicles. A particular constraint/risk was the large fleet of new recycling vehicles we need – and SUEZ have placed the order for 87 Romaquip vehicles to ensure that our vehicles are ready on day one of the new contract.

Roll-out costs

SWP have built up a Recycle More fund of £1,076k (subject to board approval of lease vehicle underspend – as set out in the finance paper going to the June Board), with contributions coming from all partners, both District and County Council. This will be adequate to cover the implementation costs of the new contract expected to be incurred in 2019/20 (e.g. external technical and commercial advice, purchasing some plant and equipment from Kier on termination), and help offset some of the Recycle More roll-out costs.

The roll-out costs of Recycle More are expected to be c.£2.2m (as set out below).

Activity	Cost	2020/21	2021/22
Container supply ¹	£ 775k	£223k	£552k
Container delivery ¹	£545k	£156k	£389k
Marketing ²	£ 480k	£246k	£234k
Customer support	£ 340k	£170k	£170k
Total	£2,140	£795k	£1,345k
Revenue total	£820k	£416k	£404k

1: Proposed capital items

2: includes notification packs (c£140k), service leaflets/stickers (c£160k), newsletters (c£100k)

The Board agreed a set of financial principles for Recycle More on 18 December 2015. As part of the 2020/21 budget setting process these principles will be reviewed by partner officers (s151 Officers and the Strategic Management Group) – and this will inform the indicative budget presented to the Board in September. Changes to the inter-authority agreement will be needed, not least to deal with recycle risk share (which we don't require in our current contract). Key principles include:

- District collection partners should not be penalised or rewarded for when they roll out within the programme.
- Sharing of the additional costs of roll-out will be based on household numbers unless there is a district-specific cost.

3. Approach to mobilisation

- 3.1.** SWP and SUEZ (and where relevant Kier) are having weekly meetings to oversee a smooth mobilisation process. There are 13 substantial workstreams underpinning this process, including communication, ICT, fleet, and depot construction. Given the complexity of the mobilisation programme, it is proposed to hold a workshop with Board members on 2 July to take them through key milestones in this process and in the phased roll-out of Recycle More. SWP are developing a major communications plan to support the roll-out of Recycle More, part of which will be ensuring that we do not confuse residents by telling them too much too early, especially as the roll-out of Recycle More will be phased across the County.

From day one of the new contract SWP will have a new fleet of vehicles. These are necessary because our current fleet are beyond their useful life and because the new service requires different vehicles – both to cope with increased levels of recycling and because fewer refuse vehicles are required. Some additional vehicles will be required to bridge the gap until the Recycle More service is rolled out. The increased level of recycling also requires improvements to our five depots across Somerset. Capital expenditure related to this is:

- £17.71m on vehicles
- £5.24m on depots
- £1.54m on depot equipment (e.g. to sort and bale equipment)

The primary environmental benefit of our new fleet of vehicles is through the 27,000 tonnes of additional recycling they will carry. We expect our new fleet to contribute to reducing carbon emissions through:

- Euro 6 high-efficiency engines delivering a 30% CO2 equivalent saving compared to our current fleet
- Driver training, monitoring and changed maintenance arrangements potentially delivering 8-24% CO2 equivalent saving compared to our current fleet. All refuse and garden waste will be fitted with electric bin lifts (rather than running directly off the diesel engine)
- The frontline fleet of vehicles will reduce from 170 currently to 144 – due to requiring around one-third fewer refuse vehicles, more efficient routing of vehicles, and because our new recycling vehicles will be

higher capacity on broadly the same footprint.

Whilst we looked carefully at electric vehicles and alternative fuels, the reality is that the technology of electric trucks is not at a sufficiently advanced point to enable it to be viable for a large rural county like Somerset. We are still working with SUEZ to explore the potential for some parts of the fleet to be electric (e.g. smaller vans), but the limited range of most vans on the market may mean that this is not viable. There will be a need to procure some replacement refuse vehicles in 2024/25 and SUEZ and SWP are committed to procuring the most environmentally friendly vehicles possible, and we expect that the technology will have matured by then. Continuing to reduce the service's environmental impact will be a core part of the Annual Service Improvement Plan that SUEZ have to provide.

4. Next steps

- 4.1. It is proposed that the New Service Task and Finish Group is discontinued during the mobilisation phase. The Task and Finish Group proved invaluable through the procurement process, enabling SWP to keep Board members updated on what was a fast-moving process – where SWP officers needed the ability to test out issues more quickly than the normal governance timetable allows. The mobilisation phase does not have similar time pressures, and it is vital that all Board members are updated on the approach to public engagement. As such, the Task and Finish Group has achieved the aims it was set out to achieve and is no longer required.

A workshop on Recycle More for Board members and Joint Waste Scrutiny Panel members is planned for July. In the meantime, SWP officers will continue to progress mobilisation workstreams, finalise the contract with SUEZ, manage the risk of service deterioration with Kier, develop a robust communications plan to support the roll-out of Recycle More, and work with partner authorities to refine the financial principles and financial modelling that will underpin future budgets. Recycle More will be phased in across the County between June 2020 and June 2022, ensuring that roll-outs are undertaken in manageable chunks (to ensure a good customer experience) and in line with depot improvements needed to cope with all the additional recycling expected.

5. Background papers

- 5.1. Previous papers:

- Report to SWB “*Recycle More*” 16th December 2016.
- Report to SWB “*Contractual Negotiations for Recycle More*” 30 June 2017,
- Confidential Report to SWB “*Contractual Negotiations and Procurement Strategy for Recycle More*” 3 November 2017.
- SWP Business Plan 2018-23 Approved by SWP on 15th December 2018.
- Reports to SWB “*Recycle More & Collection Contract Procurement: Update*” 23 February 2018, 29 June 2018, 28 September 2018, 2 November 2018, 14 December 2018, 15 February 2019, 29 March
- Confidential Reports to SWB “*Recycle More & Collection Contract Procurement: Consideration of ISDS submissions and approach to final*

- tender specification*” 2 November 2018, 14 December 2018
- Confidential: “*Recycle More & Collection Contract Procurement: Update*” 29 March 2019

Somerset Waste Board meeting
28 June 2019
Report for information

Paper
Item No

Recycling Centres – New Waste Treatment Facility Project Update
Lead Officer: David Oaten, Contracts Manager – Treatment & Infrastructure
Author: David Oaten, Contracts Manager – Treatment & Infrastructure
Author: Contact Details: david.oaten@somersetwaste.gov.uk (01823) 625721

Forward Plan Reference:	
Summary:	<p>This brief report updates Members on progress with the New Waste Treatment Facility Project (NWTF2).</p> <p>A representative of Viridor Ltd will be present at the Board to provide a visual update for the build progress made on each of the new waste facilities.</p>
Recommendations:	That the Somerset Waste Board notes the progress made with the project.
Reasons for recommendations:	To receive an update from SWP & Viridor following on from the report received and decisions made by the Board on 21 October 2016.
Links to Priorities and Impact on Annual Business Plan:	Business Plan 2019-24, Item 1.2 – Moving away from landfill sites.
Financial, Legal and HR Implications:	As outlined in Board Report SWB/15/12/01 received 21 October 2016.
Equalities Implications:	There are no equality implications arising from this report.
Risk Assessment:	The risk assessment outlined in Board Report SWB/15/12/01 received 21 October 2016 is still extant.

1. Summary

1.1. In line with the Somerset Waste Board’s longstanding commitment to reduce the

overall environmental impact of our residual waste, through moving away from highly taxed landfill, we are progressing well with this project. The overall contract and build schedule for the New Waste Treatment Facility and Waste Transfer Stations continues to remain on track, with plant commissioning tests expected to commence in the latter quarter of 2019 in preparation for the April 2020 start date. In addition to the environmental benefits, this will continue to deliver £1.3m annual MTFP savings until March 2020 to the waste disposal authority (Somerset County Council).

- 1.2.** Since 2014 the Somerset Waste Board's Business Plan has included a target to seek long term affordable and sustainable alternatives to landfill for material that cannot be avoided, reused or recycled. This aimed to reduce the overall environmental impact of residual waste, to introduce compliant, competitive and affordable arrangements for the transfer, haulage and treatment of residual waste and to meet Somerset County Council's MTFP savings target from 2016/17 onwards.

Following protracted negotiations with the incumbent residual waste service provider (Viridor Ltd), a new waste treatment facility contract was approved by the Somerset Waste Board at its meeting in February 2017. Moving away from landfill is enabled by Viridor constructing a Resource Recovery Centre at Avonmouth, serviced by two Waste Transfer Stations at Dimmer (Castle Cary) & Walpole (Pawlett). The new service is scheduled to commence from April 2020.

The waste treatment facility contract is predicated on the basis that the residual household waste from Somerset provided Viridor with an exclusive anchor waste stream to enable the financial sign off and build of the Avonmouth, Dimmer & Walpole facilities. The anticipated residual waste that we will send to Avonmouth will be circa 120,000 tonnes per annum, although we have a generous floor & ceiling built in to the contract to allow for further cost-effective diversion to reuse and recycling, particularly that additional recycling material expected via the Recycle More contract. Whilst all kerbside residual bin waste will be routed to the Waste Transfer Stations for onward delivery to Avonmouth, a proportion of material handled via our recycling sites, such as mattresses (due to their size), will continue to be landfilled until such time that economic & operational drivers allow for such items to be recycled. Residual waste separation trials have already commenced on a number of the recycling sites.

- 1.3.** Since contract signature in March 2017, building has commenced on the two in county Waste Transfer Stations at Dimmer and Walpole and the Resource Recovery Centre at Avonmouth. Members were given the opportunity to visit the Avonmouth plant in November 2018 and further visits will be organised for new Members to visit the plant prior to April 2020.

The planned completion dates for the facilities are;

- Dimmer Waste Transfer Station – June 2019
- Walpole Waste Transfer Station – October 2019
- Avonmouth Resource Recovery Centre – November 2019
- Waste Commissioning Commences – November 2019
- Contract Start – 1st April 2020

- 1.4.** Retail Price indexation has been applied to the NWTF2 contract rates since contract signature and whilst the differential between that and the existing price for landfill has narrowed, predominantly due to a change in how the Landfill Tax is escalated, it remains lower in comparison. This cost saving is in addition to the environmental benefit of moving Somerset’s residual household waste away from landfill.

2. Waste Transfer Station Progress

2.1.

	Recently Completed Works	Current Works	Works to be Completed in the Next 3 months
Dimmer	Main works now complete	Finishing works and relocation of weighbridge	Plant handover to Viridor
Walpole	Main steel building frame & concreted waste tank base	Installation of foul tank, louvres & venting system plus road improvement	Water main installation & power substation

3. Resource Recovery Centre Progress

3.1.

	Recently Completed Works	Current Works	Works to be Completed in the Next 3 months
Avonmouth	Crane rails and waste cranes are installed and the waste bunker building steelwork installation is substantially complete. Site works currently focussed on installation of Balance of Plant (BoP) pipework, electrical, refractory and insulation works	Piping installation and testing. Electrical cabling installation. Boiler refractory installation.	Preparation for the commencement of cold commissioning with the energisation of the 11kV electrical rooms within the ERF building. Construction of the boiler area building steelwork.

4. Background papers

- 4.1.** New Waste Treatment Facility Update Report – SWB/15/12/01 dated 21st October 2016

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Avonmouth Resource Recovery Centre Update to the Somerset Waste Board

Helen Moon – Avonmouth RRC Project Manager

Background



- In March 2017 Somerset County Council and Viridor signed the NWTF2 Contract covering the provision of a non landfill waste treatment service utilising two waste transfer stations (Walpole and Dimmer) and waste processing at the Avonmouth RRC.
- The NWTF2 Contract has a term of 25 years from 2020, will provide approximately 120,000 tonnes per annum of residual waste to Viridor
- The NWTF2 Contract necessitated the construction of three new facilities:
 - Avonmouth RRC
 - Walpole Waste Transfer Station
 - Dimmer Waste Transfer Station
- The waste transfer stations need to be completed ahead of the first requirement for waste at Avonmouth RRC.
- When operations commence Somerset will deliver waste to the two waste transfer stations, from where it will be bulked up and transferred to Avonmouth RRC by Viridor.
- There will be two distinct supply phases
 - Avonmouth commissioning between November 2019 and March 2020 when Somerset waste will be used to start and test the facility. Supply to the plant is likely to be sporadic.
 - Substantive contract period from April 1st 2020 for 25 years

Avonmouth RRC

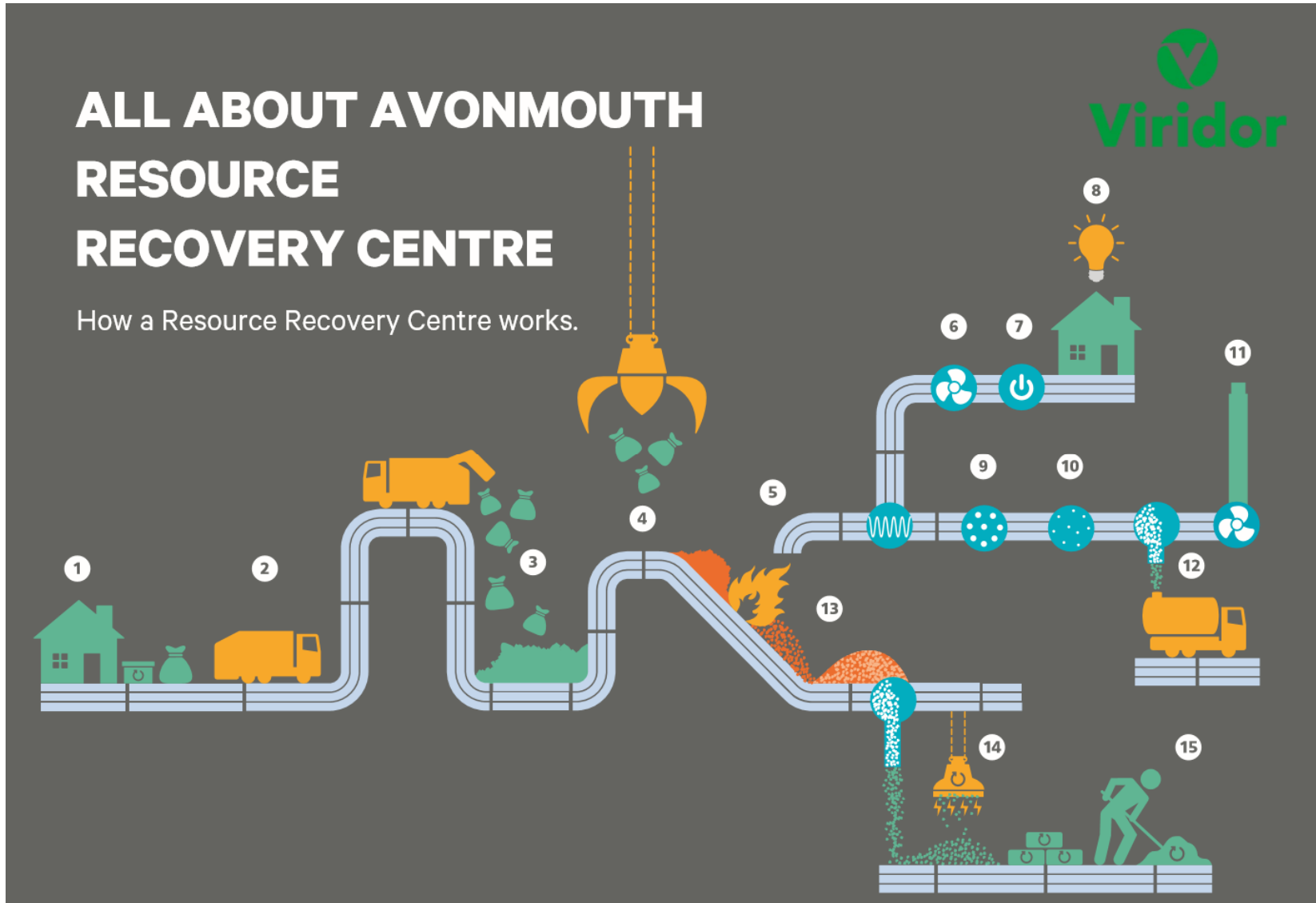


The Process



ALL ABOUT AVONMOUTH RESOURCE RECOVERY CENTRE

How a Resource Recovery Centre works.



Avonmouth Resource Recovery Centre



- Designed to process 320,000 tonnes per annum
- Safe and sustainable technology enforced by the Environment Agency
- Landfill diversion is expected to be nearly 100% of inputs
- Facility outputs
 - Metal removed post process and recycled
 - Ash will be recycled locally into aggregate
 - Flue Gas Treatment residues will be processed and recycled in to aggregates or pre-cast concrete blocks
- Electricity - up to 36MW of electricity being generated enough to power 44,000 homes and the plant itself. However, Viridor will be constructing a polymers (plastic) recycling plant on site powered by the energy the RRC produces
- Heat offtake enabled

The Site – April 2017



Prior to the Main EPC (Engineer, Procure, Construction) Contract being undertaken, a programme of demolition and remediation was undertaken.

Relocation of grass snakes and tree protection measures were also carried out in preparation for the construction works.

This is the site as it was in April 2017 – the start of the EPC Contract.



The Site – March 2018 One year into the EPC Contract



Site Photos – May 2019



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Site Photos – May 2019



Installation of the Waste Cranes



Control Room and Waste Bunker



Admin Block Cladding



Current Status



All of the major process equipment items are now delivered and installed

The current focus at site are:

- Piping installation and testing
- Electrical Cabling installation
- Insulation of piping
- Boiler refractory installation
- Erection of the building steelwork to allow cladding to commence

Key Achievements in May:

- Energisation of the Electrical HV Switchboard
- Pressure test of the Air Cooled Condenser
- Installation of the Waste Cranes
- Installation of the Distributed Control System (DCS)

Plan for June

- Commence installation of the waste bunker roofing and cladding
- Completion of Boiler refractory installation
- Commence cold commissioning – testing of individual sub-systems

Viridor Operations



The recruitment of the full Operations and Maintenance team is completed with the team undergoing a training programme

Key positions:

- Operations Manager: Kelvin Hood
- Maintenance Manager: Iain Priest
- Environmental, Health and Safety Manager: Ross Watson
- Walpole and Dimmer Transfer Station Manager: Pete Somers

The aim is for the O&M team to be fully engaged during the commissioning process so that they are confident in operating the plant once we achieve Takeover.

We have also opened communication lines between the transfer station operations manager and the Avonmouth management team to ensure a co-operative working relationship is established from the beginning.

Dimmer Transfer Station



Dimmer Design Capacity: 75,000 tpa waste

Started construction works on site: August 2018
Completion planned: June 2019



Walpole Transfer Station



Design Capacity = 150,000 tpa

Started on Site: October 2018

Able to accept waste: August 2019

Planned Completion (including Offices):
October 2019



Any Questions?

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Somerset Waste Board meeting
28 June 2019
Report for decision

Paper
Item No.

Financial Outturn and the Use of Balances

Lead Officer: Mickey Green Managing Director and Sarah Rose, Finance Officer

Author: Sarah Rose, Finance Officer

Contact Details: serose@somerset.gov.uk

Forward Plan Reference:	SWB/18/12/03
Summary:	<p>Although a change in legislation means that a Joint Committee such as the Somerset Waste Board is no longer required to produce full statutory accounts in accordance with the CIPFA Code of Practice and to undergo a full external audit, it has been agreed by the Board that we would bring a report and summary financial statements to the Annual General Meeting in June.</p> <p>As part of the end of year financial reporting, we ask the Board to approve the proposed use of balances held as at 31 March 2019.</p>
Recommendations:	<p>That the Somerset Waste Board: -</p> <ol style="list-style-type: none"> 1. Notes the financial outturn position of the Partnership overall and the individual partners' balances at year end, and the summary accounts for 2018/2019 as presented in Appendix A. 2. Confirms the recommendations of the partner authorities (as summarised in Appendix B), as to the use of the individual surpluses and deficits as at 31 March 2019. 3. Approves the proposed approach to using our internal audit support as set out in Appendix C. 4. Approve the transfer of funds to the Recycle More project fund (Section 2.4).
Reasons for recommendations:	<p>The Board, as those charged with governance, need to be aware of the final financial performance of the Somerset Waste Partnership for 2018/2019, and some of the key reasons behind the performance.</p> <p>It is for the Board to confirm recommendations of the partners as to the usage of any useable balances at the end of the financial year.</p> <p>The first draft budget for 2020/2021 will be considered at the September meeting.</p>

Links to Priorities and Impact on Annual Business Plan:	<p>The Annual Budget is entirely linked to the Annual Business Plan and sets out the financial resources required to deliver the plan and the waste collection and disposal services that have been delegated to the Somerset Waste Board. The financial outturn position will show how the Partnership has managed its resources as it delivered the Annual Business Plan.</p>
Financial, Legal and HR Implications:	<p>If the recommendations in this report are approved, particularly with regard to balances, the impact on each partner is set out in Appendix B.</p> <p>There are no specific legal or HR implications of this report.</p>
Equalities Implications:	<p>There are no specific equality impacts of this report.</p>
Risk Assessment:	<p>The risks associated with these recommendations are primarily concerned with the Recycle More project fund being adequately resourced to progress the roll out of the Recycle More collection service. Previous papers brought to the Somerset Waste Board have indicated the need for one-off funds to be available for the implementation of Recycle More.</p>

1. Background

- 1.1. The Board set its Annual Budget for 2018-2019 (originally totalling £45,145,256) at its meeting of 23 February 2018. Individual partner contributions, and the income and expenditure that are subsequently charged to each partner, are prescribed within our Cost Sharing Agreement.

Our Annual Budget is predominantly spent on making payments to our main contractors – Viridor and Kier. These payments account for approximately 97% of our expenditure.

- 1.2. A number of assumptions are made in the setting of each Annual Budget, such as the tonnage arising, amounts going through each disposal option, household numbers, inflation, the amount of kerbside recycling achieved for recycling credits and the number of green waste customers. Some of these cost drivers are quite volatile and will account for the variations from budget reported below.

2. Financial performance and options for balances

2.1. Summary outturn figures

The table below shows the variations from budget on all our major expenditure areas. **For the avoidance of any doubt, in the table below negative figures**

shown in brackets are underspent budgets and figures not in brackets are overspent budgets. (A zero figure indicates that the line is on budget or that it is not a budgetary responsibility of that partner). Figures are rounded to the nearest £000.

Summary of budget variances

	SCC £'000	MDC £'000	SDC £'000	SSDC £'000	TDBC £'000	WSC £'000	Total £'000
Head Office	(58)	(3)	(3)	(4)	(3)	(1)	(73)
Disposal Costs	(1,162)	0	0	0	0	0	(1,162)
Collection - Recycling	0	0	0	0	0	0	0
Collection - Refuse	0	0	0	0	0	0	0
Collection - Garden	0	37	6	75	23	15	156
Collection Costs	0	2	1	2	2	1	9
Recycling Credits	(33)	8	6	11	5	3	0
Container Purchase & Delivery	0	(28)	(17)	(24)	(23)	(5)	(97)
Other	(13)	(4)	(15)	(17)	(4)	(1)	(55)
	(1,267)	12	(22)	43	(0)	12	(1,222)

New Collection Contract - funded from the earmarked reserves

(632)

Total variance including Recycle More project fund

(1,854)

Overall, if we exclude the in-year spend on the new collection contract, the total Partnership **underspend was £1,222,000** (2.7% of the original budget). This represents an improvement on the December position reported in February (where we forecast to be underspent by £942,000 or 2.1% of the budget). The reasons for the variances reflect the position previously reported to the Board, and are set out in sections 2.2. and 2.3 below.

2.2. Collection variations

The overall position for District partners has not changed significantly since the last Financial Update to the Somerset Waste Board in March 2019. At that point, we were forecasting a total overspend of £134,000 compared to a **final outturn overspend of £45,000**.

The significant variances to budget were an underspend on container purchase and delivery (£97,000) for all District partners and an overspend on garden waste (£156,000).

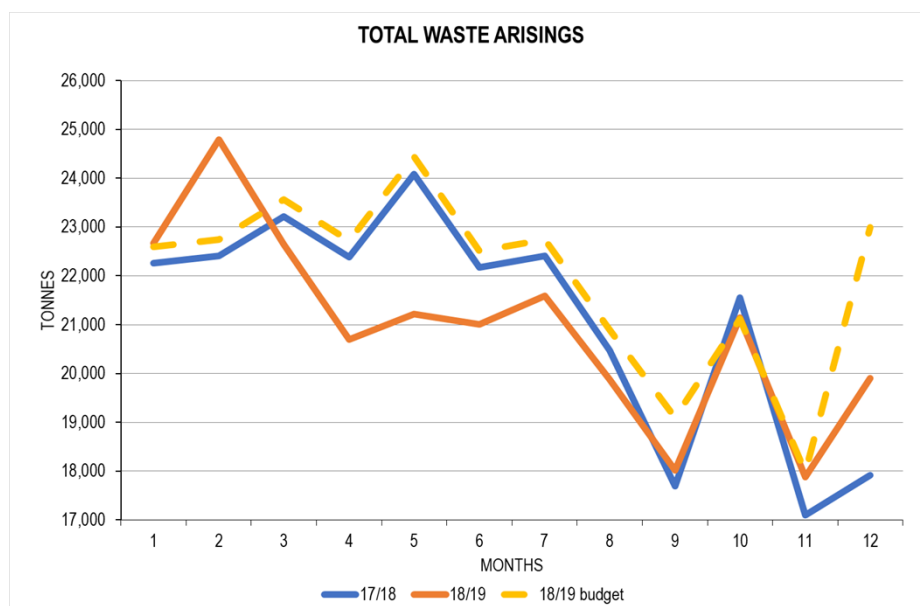
Excluding the garden waste performance, all Districts were underspent. Members are reminded that the overspend on garden waste costs experienced by partners are compensated by the income that the relevant District partner receives directly.

The movement from the figures reported to the board in March 2019 are in the main due to a small reduction in collection costs and increased dry recycling yields leading to increased recycling credits payments from the County Council.

2.3. Disposal variations

The disposal position improved at the end of the year, increasing the underspend on this budget area from £1,075,000 to £1,267,000. Members will recall that the trends in the waste disposal budget have been downwards for the current financial year, although some of the savings are one off, caused by year end estimating and the severe weather in March 2018.

The graph below illustrates this downward trend compared to budget.



Tonnages for the year are 0.9% lower than in 2017/18, this is against a 0.87% growth in households (December 2017 to December 2018 growth figures).

2.4. Recycle More project funding

The figures above do not include any drawdown from the Recycle More fund. It has been agreed by the board that this funding is kept separate from the continuation budget.

During the year £200,863 was spent on the project, and at the end of the year the fund stood at £657,308 due to the addition of funds agreed by the board from the vehicle lease budget.

The partnership requests approval to transfer £181,300 and £262,430 vehicle lease monies into the Recycle More fund for 2019/20. Due to the existing lease fleets life being stretched to the end of the contract we will not require the in year budget for lease payments of £262,430 or the part year monies that have been held in reserve for this purpose.

2.5. Use of balances

The request for the use of District balances in Appendix B is made on the basis that the recycle more fund remains in the partnership.

In addition there is a request for £50,000 of the County Council disposal underspend to be carried forward within the Partnership. It is requested that this amount is carried forward for the extension of the food waste campaign to county wide coverage.

3. Consultations undertake

- 3.1. The outturn position and use of balances have been discussed with the Senior Management Group.

4. Implications

- 4.1. Should the use of balances be approved, District partners will be paid or will be required to pay back the sums as set out in Appendix B.

5. Background papers

- 5.1. Previous Financial Performance and Annual Budget reports to the Somerset Waste Board (all available on the website or from the report author)

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Appendix A**SOMERSET WASTE PARTNERSHIP**

Profit and Loss Account

(Period 1 April 2018 - 31 March 2019)

2017/18 £		WDA £	WCA £	Total £	2018/19 £	Notes
	INCOME					
27,211,900	Somerset County Council Contribution	27,409,400		27,409,400		1
3,337,570	Mendip District Council		3,463,465	3,463,465		
3,478,809	Sedgemoor District Council		3,609,494	3,609,494		
4,988,964	South Somerset District Council		5,166,003	5,166,003		
3,421,569	Taunton Deane Borough Council		3,612,067	3,612,067		
1,174,402	West Somerset District Council		1,230,831	1,230,831		
2,403,414	Recycling Credit Payments to Districts		2,431,599	2,431,599		
786,624	Other Income	357,301	441,821	799,122		2
24,460	Vehicle Sales and Rental		3,436	3,436		
139,460	Treasury Management	90,000	49,460	139,460		
50,678	Drawdown Recycle More Reserve	200,000	863	200,863		
47,017,850		28,056,701	20,009,039		48,065,740	
	EXPENDITURE					
921,468	Staff	475,338	540,049	1,015,387		3
59,510	Admitted Body Pension Costs		55,959	55,959		
378,624	Admin & Support Costs (Client Group)	165,965	203,686	369,651		4
75,126	Projects	200,000	4,299	204,299		
8,822,832	Waste Collection - Recycled		9,127,075	9,127,075		
5,829,223	Waste Collection - Refuse		6,029,848	6,029,848		
2,459,062	Waste Collection - Garden		2,733,335	2,733,335		
569,408	Waste Collection - Other		332,573	332,573		
9,092,643	HWRC's	8,994,396		8,994,396		5
1,722,912	Composting	1,565,672		1,565,672		
1,384,385	Food Waste	1,407,295		1,407,295		
11,049,004	Landfill	11,219,985		11,219,985		
280,929	Hazardous Waste	314,555		314,555		
2,424,328	Recycling Credits	2,446,804		2,446,804		6
215,437	Depot Costs		224,116	224,116		
398,208	Container Purchases		353,905	353,905		7
181,979	Container Delivery		186,191	186,191		7
	Transfer to Recycle More Reserve		262,430	262,430		
45,865,078		26,790,010	20,053,466		46,843,476	
1,152,772	OPERATING SURPLUS FOR THE YEAR	1,266,691	(44,427)		1,222,264	
370,606	Income held from prior year vehicle sales and rental of old fleet		657,308		657,308	
1,523,378	Total surplus for the year				1,879,572	

Notes to the Income and Expenditure Statement

1. Partner contributions are set as part of the Annual Budget approved by the Board prior to the commencement of the financial year in question.
2. Other income includes depots recharges to Kier, transfers between partners, commercial income for landfill disposal and income received at recycling centres.
3. The Waste Partnership has made a commitment to show Managing Director's remuneration as senior officers' pay is shown as part of the individual accounts of the partner authorities. This is set out in the table below.
4. Under the Inter Authority Agreement, the Waste Partnership buys in a number of support services from the Administering Authority and the South West Audit Partnership where it would not be practical for it to provide the expertise within its staff. This is set out in the table below. Other costs on this line include rent, running costs at Broughton House and officer's travel.
5. The expenditure shown on the Recycling Centres line includes the costs of providing the sites to the residents of Somerset, and also the disposal of the waste passing through these sites, be it to landfill or to recycling.
6. Recycling credits paid out by the County Council include some to third parties, such as furniture reuse groups. Therefore, this amount will always be slightly higher than the figure paid to District partners, because of these payments.
7. Container costs split by District are shown below.

Grant Income

Grant Income	2017/18 £	2018/19 £
Waste and Resources Action Programme (WRAP)	-	-
Department for Communities and Local Government (DCLG)	-	-
Department for Business - WEEE Collection	7,942	2,050
WEEE Fund Grant	-	-
Total	7,942	2,050

Managing Directors' Remuneration

Post Holder Information	Salary (inc fees and allowances) £	Compensation for loss of office £	Benefits in kind £	Total wages and benefits but not including pension contributions 2017/18 £	Employer's pension contributions £	Total wages and benefits including pension contributions 2017/18 £
Managing Director	70,566	-	-	70,566	10,938	81,504

Post Holder Information	Salary (inc fees and allowances) £	Compensation for loss of office £	Benefits in kind £	Total wages and benefits but not including pension contributions 2018/19 £	Employer's pension contributions £	Total wages and benefits including pension contributions 2018/19 £
Managing Director	80,741	-	-	80,741	13,983	94,724

Support Services Costs

2017/18 £	Support Costs Breakdown	2018/19 £
22,230	Legal	54,933
3,613	Insurance	3,137
81,490	Finance	81,490
10,650	Internal Audit	11,500
69,330	Property Services	85,082
8,352	Other Services (including ICT),	7,201
275	Archiving of Records	272
195,940	Total	243,615

SOMERSET WASTE PARTNERSHIP

Balance Sheet as at 31 MARCH 2019
(Period 1 April 2018 - 31 March 2019)

2017/18 £		£	2018/19 £	Notes
	CURRENT ASSETS			
49,695	Inventories		45,032	1
8,022,151	Short Term Debtors & Payments in Advance		167,443	2
(5,464,369)	Cash and Cash Equivalents		3,078,396	
2,607,477			3,290,871	
	CURRENT LIABILITIES			
-	Cash and Cash Equivalents	-		
877,664	Short Term Creditors & Receipts in Advance	1,229,999		2
-	Provisions	-		3
877,664		1,229,999		
1,729,813	NET CURRENT ASSETS		2,060,872	
-	LONG TERM ASSETS		-	
-	LONG TERM LIABILITIES		-	
1,729,813	NET ASSETS		2,060,872	
	Usable Reserves			4
1,117,734	Somerset County Council Reserve	1,266,691		
136,117	Mendip District Council Reserve	162,055		
122,041	Sedgemoor District Council Reserve	189,020		
210,858	South Somerset District Council Reserve	216,540		
94,179	Taunton Deane Borough Council Reserve	165,188		
48,884	West Somerset District Council Reserve	61,378		
1,729,813			2,060,872	
-	Unusable Reserves		-	5

1,729,813	TOTAL RESERVES	2,060,872
------------------	-----------------------	------------------

Notes to the Balance Sheet

1. The only inventory carried by the Waste Partnership is a stock of various bins for the collection service. The balance sheet figure represents the amount of stock not yet distributed to District partners. Partners are not charged for bins until they are ordered and delivered to a household within their area. Stock purchases and issues are set out in the table below.
2. A breakdown of creditors and debtors is shown in the tables below. There are no exceptional items to note, and these represents a typical creditor and debtor list at any point in the year.
3. At the end of the financial year, finance staff consider whether there is any financial risk to the Waste Partnership's figures, and whether a provision is necessary to acknowledge a risk (a typical provision would be a bad debt provision, if payment of monies owing was considered doubtful). Finance officers are content that no provisions are necessary.
4. All reserves held by the Waste Partnership are "usable", which means that they are cash reserves and can be applied as the Board and partners see fit. The Use of Balances Appendix B makes a request of the Board members to utilise these balances.
5. "Unusable" reserves would be for accounting adjustments (such as asset revaluation), and it is unlikely that the Waste Partnership would ever require such reserves.

Stock Account

	Bins & Containers	
	2017/18	2018/19
	£	£
Balance outstanding at start of year	38,069	49,695
Purchases	374,973	329,535
Recognised as an expense in the year	(363,347)	(334,198)
Written off balances	-	-
Reversals of write-offs in previous years	-	-
Balance outstanding at year-end	49,695	45,032

Creditors and Debtors Analysis

Debtor	Debtor Accruals 2017/18 £	Debtor Accruals 2018/19
Central government bodies	-	
Other local authorities		
Mendip District Council	-	-
Sedgemoor District Council	-	19,375
South Somerset District Council	-	-
Taunton Deane Borough Council	-	-
West Somerset District Council	7,650	7,650
OLA	-	-
NHS bodies	-	-
Public corporations and trading funds	-	-
Other entities and individuals		
Kier	1,451,894	128,780
Viridor	6,550,969	-
Other	11,638	11,638
TOTAL	8,022,151	167,443

Creditor	Creditor Accruals 2017/18 £	Creditor Accruals 2018/19
Central government bodies	-	
Other local authorities		
Mendip District Council	-	107,706
Sedgemoor District Council	24,800	69,251
South Somerset District Council	17,000	166,548
Taunton Deane Borough Council	-	33,999
West Somerset District Council	26,136	56,379
Other	-	-
NHS bodies		
Public corporations and trading funds		
Department for Business	13,158	11,108
Other entities and individuals		
Viridor	481,570	377,596
Kier	258,000	243,496
Wessex Water	48,000	48,000
Other	9,000	115,916
TOTAL	877,664	1,229,999

SOMERSET WASTE PARTNERSHIP

Movement in Reserves Statement (MIRS)
(Period 1 April 2018 - 31 March 2019)

	Balance at 31 March 2017 £	Prior year balances repaid £	Current year balances £	Balance at 31 March 2018 £	Prior year balances repaid £	Current year balances £	Balance at 31 March 2019 £
Somerset County Council Reserves	628,855	(628,855)	1,117,734	1,117,734	(1,117,734)	1,266,691	1,266,691
Mendip District Council Reserves	123,134	(2,207)	15,190	136,117	(20,952)	46,890	162,055
Sedgemoor District Council Reserves	107,700	2,824	11,517	122,041	(3,251)	70,230	189,020
South Somerset District Council Reserves	208,261	(27,503)	30,100	210,858	(38,514)	44,196	216,540
Taunton Deane Borough Council Reserves	98,104	11,581	(15,506)	94,179	24,895	46,114	165,188
West Somerset Council Reserves	45,374	9,773	(6,263)	48,884	1,921	10,573	61,378
Total Earmarked Reserves	1,211,428	(634,387)	1,152,772	1,729,813	(1,153,635)	1,484,694	2,060,872

Notes to Movement in Reserves Statement

1. This statement ties up the balances at the end of each financial year on the Balance Sheet, the surplus and deficits in each year from the Income and Expenditure Statement, and the decisions made by the Board to apply such balances (a positive figure denotes where cash is held or when funds have come into the Partnership, such as an in year surplus, a negative number denotes where a balance is in deficit or where money leaves the Partnership, such as an in year deficit).
2. Columns headed "current year balances" show the surplus or deficit for a given financial year attributable to each partner.
3. Columns headed "prior year balances repaid" show where the Board has agreed a recommendation either to repay a partner, or to request it makes good a shortfall, or when it has released funds back to the Partnership to spend on specific projects.
4. West Somerset is not allowed to take balances out of the Partnership under the Board's previous agreement for other partners to support its roll out of Sort It Plus.

(Somerset Waste Board – 28th June 2019)

Appendix B**Partners' recommendations for use of individual surpluses and deficits**

All District partners	To retain within the Somerset Waste Partnership the £657,308 balance of the Recycle More project fund.
Mendip DC	To repay the remaining balance of £11,690 to the Partnership.
Sedgemoor DC	To receive the remaining balance of £22,340 from the Partnership.
South Somerset DC	To repay the remaining balance of £42,964 to the partnership.
Taunton Deane BC	To receive the remaining balance of £184 from the Partnership.
West Somerset DC	To repay the remaining balance of £12,387 to the Partnership.
Somerset County Council	<p>To request of the County Council that the following balances are retained within the Partnership:-</p> <ul style="list-style-type: none"> • £50,000 for extension of food waste campaign to county wide coverage. <p>To return the balance of £1,216,691 to the County Council.</p>

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Internal Audit Plan 2019/2020

1. Role of Internal Audit

- 1.1.** The statutory basis for internal audit in local government is provided in the Accounts and Audit Regulations 2015, which states that:

"A relevant authority must undertake an effective internal audit to evaluate the effectiveness of its risk management, control and governance processes, taking into account public sector internal auditing standards or guidance."

In addition to the above, each Client's Section 151 Officer has a statutory duty under Section 151 of the Local Government Act 1972, to establish a clear framework for the proper administration of the local authority's affairs. To perform that duty the Section 151 Officer relies on, amongst other things the internal audit work for reviewing systems of internal control, financial management and other assurance processes.

Therefore, the primary objective of internal audit is to provide assurance in an independent and objective manner. This means the span of work covers issues of risk management, control and governance and focuses on assessing how manager's arrangements regarding these matters support the achievement of Somerset Waste Partnership's (SWP) objectives.

Somerset County Council, as the Administering Authority, still has the duty to provide the s151 requirements for the Somerset Waste Partnership, which includes the need for an "adequate and effective internal audit".

1.2. Previous decisions

At the December 2016 Somerset Waste Board, members agreed a change in approach for audit days for the Somerset Waste Partnership. Whilst there is still a requirement for some annual checks of key financial systems (payroll, creditors, debtors, SAP HR), the aim has been to move away from traditional audits into more advisory type audits, such as fly-tipping and the new customer IT system.

The Somerset Waste Partnership has a long history of governance, finance and contract based audits that have had either Substantial or Reasonable assurance (the two highest categories). Officers within the Partnership, and the wider Senior Management Group, do not see the need for "more of the

same" audits in 2019/20.

1.3. 2019/20 Audit Plan

The 2019/20 SWP annual plan is a total of 40 days audit, with five days allocated annually to SCC Key Control work (Creditors and Debtors), therefore leaving 35 days, to be split over two key areas as follows:

GDPR Audit

Consider Somerset Waste partnerships implementation of revised arrangements to achieve full GDPR compliance. SWAP will carry out a review of:

- New processes introduced, the degree to which they are compliant and fully embedded
- Where further work is required

Planned days: 20

Data Quality Part One – Follow-Up Audit

Follow-up audit to review implementation of actions agreed from the 2018/19 Data Quality: Part One audit.

This review focussed on household data provided by District partners and also the annual garden waste customer numbers. Recommendations were offered to introduce processes that will improve data quality.

SWAP will review the degree of progress achieved since the previous audit report was agreed.

Planned days: 15

- 1.4.** It is proposed that the Managing Director and the SWP's Resource Co-ordinator will be tasked with developing Terms of Reference for individual pieces of work with the auditor, where relevant agreeing the scope with partners (via the Strategic Management Group) and with contractors.

Somerset Waste Board meeting
28 June 2019
Report for information

Paper
Item No.

Performance Report Quarter 4 - January 2019 to March 2019

Lead Officer: Mickey Green, Managing Director
Author: John Helps, Performance Monitoring Officer
Contact Details: 01823 625705

Forward Plan Reference:	
Summary:	This report summarises the key performance indicators for the period from January 2019 to March 2019 and compares these to the same period last year, and summarises performance for the whole financial year 2018/19 where relevant. The report is presented in the new format previously agreed by the Board, which aims to give a more rounded view of performance.
Recommendations:	That the Somerset Waste Board notes the performance results in the Fourth Quarter Performance Management Report.
Reasons for recommendations:	Report for information only. Whilst this report sets out specific actions being taken to address areas of concern; the business plan sets out how we focus on improving performance.
Links to Priorities and Impact on Annual Business Plan:	Transparency – Publishing Key Performance Indicators
Financial, Legal and HR Implications:	No direct financial, legal or HR implications.
Equalities Implications:	No equalities implications
Risk Assessment:	Areas of poor performance inform our overall risk assessment. A summary of risk is now included within each quarterly performance report, showing our top risks, new risks, changes in risks and mitigating actions. A no deal Brexit risk register has also been developed by SWP and shared with all partners.

1. Background

1.1. As part of SWP’s drive for continuous improvement, and as agreed at the

September 2018 Board, we have now moved to a new format of performance report. This ensures that each quarter, Board Members receive an update on progress in delivering the business plan, key risks, health and safety, recycling metrics (including tonnage, percentage and national indicator suite), end use, missed collections, fly-tipping, financial performance (noting that a separate finance report is still provided) and communications/customers. Subject to the views of the board, we will continue to improve how we report performance in the future to the board.

2. Summary

2.1. Key headlines are:

- **Waste Minimisation:** Overall household arising were down by around 9.5% compared to the previous year. A key driver for this was lower levels of garden waste due to last year's hot, dry summer.
- **Recycling:** Our recycling rate rose only slightly to 52.4% (0.13% higher than the previous year) with an increase in recycling at the kerbside and a decrease at recycling centres, the latter mainly driven by lower levels of garden waste.
- **End use:** SWP continues to see strong demand from UK based reprocessors for the high-quality materials we collect. In Q3 90% of all the recycling we collected stayed in the UK, slightly lower than in previous quarters. The popularity of the plastic pots, tubs and trays (and plastic bottle) banks at recycling centres continues to grow, with almost 60 tonnes sent to be reprocessed in Kent in this quarter (almost 200 tonnes this year).
- **Missed collections:** Whilst there was a small increase in missed collections in Q4 (to 1.164 per 1,000 collections) there has been no repeat of the issues seen last summer. We continue to work closely with Kier on issues of service quality.
- **Business Plan:** Key successes in 2018-19 include the successful conclusion of the collection contract procurement which will enable delivery of Recycle More, the extension of the Viridor Core Services contract (keeping all sites open, aligning opening hours with need and demand and saving over £14m), our national influence on resources and waste policy, visiting over 100 primary schools, keeping our move away from landfill on track, successfully launching plastic pot, tubs and tray recycling at all our recycling centres, maintaining our record at keeping our recycling in the UK, delivering underspends to all partners, and managing the risk of service degradation ahead of the early termination of our current collection contract.

3. Consultations Undertaken

- ### 3.1.
- Consultation on findings in this report have been undertaken with SWP's Senior Management Group (officer representatives from partner authorities) and with SWP's Senior Management Team. SWP (via the Joint Civil Contingencies Unit) is involved in two-way updates about Brexit no-deal planning.

4. Implications

4.1. Key implications of the performance data are:

- Working with SUEZ (and Kier) to mobilise the new collection contract, including ensuring that a new fleet of vehicles is ready on day 1 of the new contract
- Continued focus on developing a new Customer Relationship Management system (incl. website changes and app), reflecting both the significant opportunity for better customer service that these system changes enable, and the complexity of this project
- Developing detailed communications plans to support the roll-out of Recycle More
- Ensuring we remain on track to move away from landfill in Spring 2020 and planning for the closure of the Broadpath Landfill site in August 2019
- Continuously reviewing and updating our 'no deal' Brexit risk register
- Planning to launch the 2018-19 End Use Register in early Autumn 2019, including developing more effective ways of communicating what is an under-recognised success of SWP
- Responding to the expected further national consultations on resources and waste, maintaining SWP's influence at national level, refreshing our own strategy and contributing to the County Climate Emergency Strategy/Plan (working with all partners)
- Ongoing work with Kier to manage service quality during the remainder of the contract, particularly over the summer months, where the service can be placed under particular pressure
- Continue to closely monitor budgets and spend

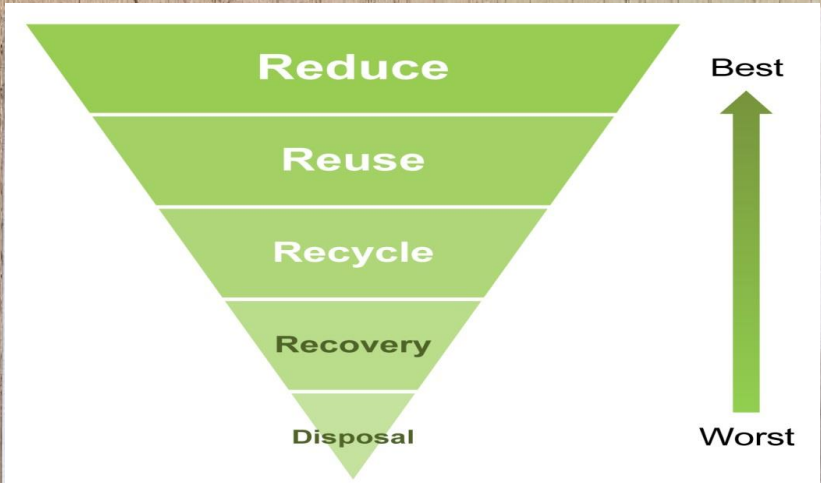
5. Background papers

5.1. Performance Monitoring Report Q4 2018-19 (Appendix 1)

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Somerset Waste Board
Fourth Quarter 2018-19

PERFORMANCE REPORT



Our Vision

Who we are: Somerset's Local Authorities working together as the Somerset Waste Partnership, ensuring that our household waste is reduced, collected, reused, recycled and effectively treated.

What we do:

- Preserve our environment by making every effort to ensure our household waste is not wasted, but reused as a valuable resource.
- Deliver excellent customer service and value for money to create a more sustainable Somerset.

What we are aiming to become:

An exemplar for how we manage waste as a resource, work with others and support our residents to manage their household waste and make our service the best it can be.

Our values

- **Insight:** Working with our partners to understand how and why people behave as they do and use this knowledge to shape our service.
- **Collaboration:** Treating everyone we work with as an equal, knowing we have greater success when we work together.
- **Innovation:** Learning from others and constantly looking at new ways of working to give the best service we can.
- **Quality:** Focusing on excellent customer service and making the best use of the waste we collect.

Business Plan

Our Business Plan explains how we will work towards this Vision over the next five years, with a particular focus on current year actions. The Business Plan contains three areas of focus, beneath which sit a range of activities.

Background

Somerset Waste Partnership (SWP) was established in 2007 to manage waste services on behalf of Mendip, Sedgemoor, South Somerset and West Somerset District Councils, Taunton Deane Borough Council and Somerset County Council. This made it the first county-wide waste partnership in the country. SWP has delegated authority to deliver household waste and recycling services throughout Somerset, including management of kerbside collections, recycling sites and disposal sites. These duties are in turn contracted to Kier (collection services) and Viridor Plc (recycling sites, landfill sites and waste disposal). SWP is accountable to the Somerset Waste Board (SWB), which consists of two elected members from each of the partner authorities. For further information please visit www.somersetwaste.gov.uk

Somerset Waste Partnership Business Plan 2018-2023

Building Capability

- Improving Intelligence
 - Review performance data procedures
 - Improve integrity of service data
- Developing systems
 - Develop ICT strategy
 - New Customer Service systems
 - Website Upgrades
 - Develop and launch Mobile App
 - Round management and performance software
- Understanding behaviour
 - Waste Composition Analysis
- Internal Review
 - Review of SWP staffing structures
 - Manage SWP office move
- Developing influence
 - Embed waste requirements in planning guidance to ensure new developments take full account of waste

Action on Waste Prevention, Reuse, Recycling and Recovery

- Implementing future collection arrangements (Recycle More model)
 - Procure provider for collection services from 28 March 2020
 - Explore early introduction of household battery collections and trialling ways to increase capture of small waste electricals
 - Initiate vehicle procurement
- Reducing cost and impact of waste
 - Targeted waste prevention and minimisation activities
 - Pilot SWP Education Service
 - Continue to explore effective media for communicating messages
 - Refresh SWP Waste Prevention Strategy
- Infrastructure
 - Oversee development of Infrastructure required to deliver new residual waste treatment

Maintaining Services and Operational Effectiveness

- Viridor Core Services Contract Review
- Active management of collection service contract
- Review waste services Fees and Charges structures, admin. costs and implications of varying charges
- Recycling Site Maintenance
- Assess impact of changes to legislative framework, including removal of powers to designate Community Recycling Sites and to charge for non-household waste at Recycling Sites
- Plan for Broadpath Landfill Site closure
- Plan for Dimmer transition
- Plan for a potential new Council for Taunton Deane and West Somerset following the Government's announcement that it is 'minded to' approve it

Purpose of the Report

This report reflects the SWP's ongoing progress towards the priorities laid out in the Business Plan.

This report sets out the key activities and measures used to check our performance for the year against the priorities we are working towards. It doesn't cover everything we do, but does set out the aspects of our work that are most relevant to the Somerset Waste Board.

Further information about how the Somerset Waste Partnership monitors and reports on performance can be found on the SWP website

www.somersetwaste.gov.uk

Key to KPI ratings used

This report includes Key Performance Indicators (KPIs), where progress is assessed against targets and project updates.

Progress is shown in terms of Direction of Performance (DOP) through the use of arrows, Performance is shown using Performance Ratings .

Direction of Performance



Performance is improving



Performance is steady



Performance is declining

Performance Rating



Performance is on or exceeding target
Project is on target




















Performance is off target but within tolerance
Project requires attention



Performance is off target outside tolerance
Project is off target

Executive Summary - Fourth Quarter 2018-19 (Submitted to 28th June 2019 Somerset Waste Board)

Measure	Headlines	Direction of Performance	Performance Rating
Business Plan Progress: Building Capability	A new Customer Services system (inc. integration with partners & app) is ongoing. Our restructure, office move and ICT transition completed. A project to ensure new developments are built with waste in mind has started. Participation / composition analysis has underpinned a funding bid for a food waste campaign.		
Business Plan Progress: Action on waste prevention, reuse, recycling and recovery	Procurement for a new collection contractor was concluded, with SUEZ Recycling & Recovery UK appointed and vehicle procurement started. The Schools Against Waste programme reached over 100 primary schools. Work on SWP's own strategy will progress once Government's intentions are clearer.		
Business Plan Progress: Maintaining services and operational effectiveness	The Viridor Core Services contract extension has been agreed. We continue to actively manage the collection contract ahead of the end of Kier's contract. SWP has been nationally influential in its responses to the Government's 4 major consultations on waste and resources.		
Risks	A 'no deal Brexit' risk register has been developed and shared with partners. Our top 2 other risks are: 1. Inefficiencies due to customer services and partners IT systems not being joined up. 2. Lack of resources and complexity around implementation of new customer service system.		
Health & Safety	At our recycling centres the ratio of accidents decreased very slightly to 1.41 per 100,000 visits, down from 1.46 per 100,000 in the previous quarter. There were no serious incidents. 8 accidents to Kier operational staff and 540 near misses reported (both a reduction on Qtr 3).		
Waste Minimisation	The hot dry summer resulted in reductions in garden waste at the kerbside, at recycling centres (and probably contributed to reductions in residual waste). Total household arising for 2018-19 were 988.2kg/hh, around 9.5%, or 95.1kg/hh down on the previous year.		
All Recycling & Recycling Sites	Our recycling rate rose by 0.3% to 52.4% compared to 2017-18, mainly due to a reduction in garden waste of 3,000 tonnes. Dry recycling rose 870 tonnes, with reductions in paper and cans, but increases in glass, clothes/shoes & scrap metal. Visits to recycling centres rose 1.6% compared to 2017-18.		
End Use of Materials	SWP continues to see strong demand from UK based reprocessors for our high quality materials. In Q4 just under half stayed in Somerset and 90.0% stayed in the UK. The plastic pots, tubs and trays (and plastic bottle) banks at recycling centres are popular - with 59 tonnes being sent to Kent for reprocessing in Q4.		
Missed Collections	Q4 saw a small increase in missed collections compared to Q3, although the number of missed collections in Q4 was 1.164 per 1,000 collections, below the level for Q1-Q3 of 1.371. We continue to work closely with Kier to address this.		
Fly Tipping	An overall decrease of -521 fly tips, from 4,628 in 2017-18 to 4,107 in 2018-19, which bucks the national trend of rising levels of fly-tips. There is no evidence of any negative impact from any of SWP's actions.		
Financial Performance	At the end of Q4 (March 2019) SWP continue to show an overall budget underspend for the year. Total tonnages, particularly garden waste, continued the downward trend seen in the first three quarters of 2018-19.		
Customer Interaction & Communications	Over 270,000 hits on the Somerset Waste Partnership website in Q4, over 5,000 Facebook followers, nearly 6,000 readers of our monthly e-zine ('Sorted') and another 10,000 Pledge against Preventable Plastic Cards printed. Complaints from customers increased very slightly over this period.		



Why do we measure and report this?

This part of the 2018-2023 Business Plan set out what we needed to do in order to ensure that SWP is an organisation that is able to work intelligently to improve delivery of the financial, social and environmental benefits of an effective resource management service.

What are the actions in this part of the 5 year Business Plan

- 1) **Improving Intelligence**
 - Review performance data procedures & improve integrity of service data.
- 2) **Developing systems**
 - Develop ICT strategy, new Customer Service systems, website upgrades, develop and launch Mobile App, implement round management and performance software.
- 3) **Understanding behaviour:** Waste Composition Analysis.
- 4) **Internal Review:**
 - a) Review of SWP staffing structures.
 - b) Manage SWP office move.
- 5) **Developing influence:** Embed waste requirements in planning guidance to ensure new developments take full account of waste.

What will success look like by the end of the 2018-19 financial year?

- 1) **Improving Intelligence:** A deep dive into missed collections has been undertaken and follow up work will have led to improvements in missed collections. Internal audit for 2018-19 (focussed on issues of data quality and information flows) will have identified ways of improving our services. New performance reporting regime will be implemented. Plans for cleansing data ahead of new collection contract will be in place.
- 2) **Developing systems:** The implementation of a new customer service system will be on track to ensure that customers can do more online more easily, and that it aligns with our partners plans to transform their customer service systems and online offerings. Plans for a mobile app will be developed. SWP will have reviewed the need for implementing round management software.
- 3) **Understanding behaviour:** Waste Composition and Participation analysis will have been undertaken for SWP, reported to the board and the findings will be used to inform our future plans.
- 4) **Internal Review:** This aims to ensure that SWP has the capability, skills, capacity and structure appropriate to respond to all our pressures and opportunities. Complete the restructure, transition to office 365 and office move by the end of 2018-19.
- 5) **Developing influence:** Engage with all partners to ensure they are aware of our existing developer guidance, and work with partner authorities (in particular planning teams) to agree an action plan to ensure that all new developments are built with waste in mind.

What have we achieved during the year?

- 1) **Improving Intelligence:** A deep dive into missed collections was undertaken. As more fully shown in the missed collections page of this report, the performance deductions and concerted work with Kier has led to a significant improvement in performance, though work is ongoing (for example to focus on missed assisted collections). Much more challenging standards have been set for our future collection contract (as the in-cab technology and stronger management structure mean that they are more capable of delivering on our expectations of customer service). Internal audit for 2018-19 looked at ensuring homes are planned with waste in mind, notification of the occupation of new properties, and accuracy in garden waste customer details. SMG has reviewed the outputs from the internal audit work and agreed actions necessary to improve processes. Data accuracy to inform the new contractor has been reviewed by SUEZ and is already very good, and a work programme to make further improvements has been agreed.
- 2) **Developing systems:** The implementation of a new customer service system is ongoing. SWP have been working closely with partners to ensure that we are able to offer both Direct Access and system integration (as different partners have different needs) which aligns with the mobilisation timescale for the new contract. A way forward has been agreed with partners via SMG and the technical details have been scoped. Wisper hosting successfully moved from TDBC to SCC. Work to amend the Inter-Authority Agreement to reflect GDPR requirements is underway. SWP have reviewed the need for round management software and concluded that it is not necessary, given the access we will have to SUEZ systems. Plans for a mobile app are under development. A review of garden waste systems will be undertaken over summer 2019 to identify if we can improve the customer experience and reduce the administrative burden.
- 3) **Understanding behaviour:** Waste Composition and Participation analysis was undertaken for SWP by Resource Futures in late Spring and reported to SWP in Summer 2018. This has informed the procurement of our new collection contract, our plans to target our Schools Against Waste programme, and underpinned the business case for a bid SWP is making to undertake a significant food waste campaign in Autumn 2019.
- 4) **Internal Review:** SWP moved offices to Broughton House successfully in December 2018, with no disruption to services. The transition to Office 365 has been completed. The SWP restructure has been completed, with the final member of the new structure taking up their post on 3 June (head of communications and engagement).
- 5) **Developing influence:** Developer guidance has been shared with all partners, working through SMG. A robust action plan has been developed and agreed by SMG, informed by SWAP internal audit and meetings with partner planning teams (in particular Mendip District Council and Sedgemoor District Council). SWP fed into the consultations on Taunton Garden Town and on the new housing strategy - encouraging the latter to more robustly reflect the importance of climate change more broadly and waste and recycling specifically.



Why do we measure and report this?

An important part of the governance of the Somerset Waste Partnership is our annually updated and approved Business Plan, this highlights the major tasks and challenges we face over the coming 5 years and is therefore vital that we keep the Members updated on progress.

What are the main Business Plan items that we are focusing on right now?

What will success look like by the end of the 2018-19 financial year?

- 1) Implementing future collection arrangements (Recycle More model):**
 - a) Procure provider for collection services from 28 March 2020.
 - b) Explore early introduction of household battery collections and trialling ways to increase capture of small waste electricals.
 - c) Initiate vehicle procurement.
- 2) Reducing cost and impact of waste:**
 - a) Targeted waste prevention and minimisation activities.
 - b) Pilot SWP Education Service.
 - c) Continue to explore effective media for communicating messages.
 - d) Refresh SWP Waste Prevention Strategy.
- 3) Infrastructure:** Oversee development of Infrastructure required to deliver new residual waste treatment.

- 1) Implementing future collection arrangements (Recycle More model):**
 - a) The procurement process for a new collection contractor will be completed on schedule.
 - b) SWP will have identified if possible to introduce early collection of some materials.
 - c) Vehicle procurement will be sufficiently progressed to ensure that we have a new fleet on day 1 of the new collection contract.
- 2) Reducing cost and impact of waste:**
 - a) A programme of targeted waste prevention and minimisation activities will have been undertaken, linked to the future Recycle More programme.
 - b) The SWP Education Service will have been successfully piloted and plans will be in place to continue and expand the programme.
 - c) Our social media presence will continue to grow and improve its impact and effectiveness, and our Sorted e-newsletter and Parish Council monthly briefings will continue to be well received.
 - d) Work to refresh SWP's waste prevention strategy will have commenced.
- 3) Infrastructure:** The development of the infrastructure for residual waste treatment will be on track (Avonmouth RRC and the two transfer stations), trials at recycling centres will be underway and SWP will move away from landfill by 2020.

What have we achieved during the year?

- 1) Implementing future collection arrangements (Recycle More model):**

a) The procurement process for a new collection contractor was successfully completed on schedule with the Somerset Waste Board agreeing the appointment of a preferred contractor on 29 March 2019. The preferred bidder (SUEZ Recycling and Recovery UK) was announced on 13 May and was well received by staff, in local press and in national coverage. **b)** SWP have introduced recycling of plastic pots, tubs and trays at all 16 Recycling Centres, and take-up by the public has grown significantly +67.6% by weight. It has however, not been possible to introduce early kerbside collection of household batteries and small electrical equipment, though these will be collected at the kerbside when the Recycle More service is phased in. **c)** The vehicle procurement (undertaken by SUEZ) is on track. SWP signed a letter of intent with Suez (on 23 May 2019) in order to ensure that key orders were placed and hence that build slots for the large fleet required by SWP was firmly secured.
- 2) Reducing cost and impact of waste:**

a) Targeted waste prevention activities undertaken include the distribution of 10,000 'Pledges against Preventable Plastic' which also provides an A5 reminder of what people can recycle. A joint programme has been developed with Somerset Credit Unions to tackle food waste. **b)** The Schools Against Waste service (SWP commission from Carymoor Environment Trust) has been successfully piloted, reaching over 100 primary schools. Feedback has been excellent and the programme has been aligned with our targeted campaigns on plastic and food, with each child going home with a plastic pledge and a free roll of food waste liners (to encourage pester power). **c)** As set out later in this report, our social media presence has grown from 6,681 to 7,421. 1,500 new subscribers to SWPs 'Sorted' e-newsletter through 2 promotions working with libraries (distributing free food waste liners), taking the total number of subscribers to 9,033. **d)** SWP has undertaken the underpinning modelling of future waste growth, and aligned this modelling with SCC's work on waste planning. SWP was nationally influential in the responses to the Government's 4 consultations (on Extended Producer Responsibility, a Deposit Return Scheme, consistency in collections and a plastics tax). Work on SWP's own strategy will commence once the national government's future plans are clearer.
- 3) Infrastructure:** The development of the infrastructure for residual waste treatment is on track (Avonmouth RRC and the two transfer stations). Trials at recycling centres are underway and are giving SWP greater confidence of the proportion of residual waste at Recycling Centres that will be suitable for Energy from Waste, ensuring that we minimise the use of landfill.



Why do we measure and report this?

The actions in this element of the 2018-2023 Business Plan ensures the day to day functions of the SWP are delivered effectively and safely, focussing on maintaining the quality of service, predicting risks and preventing issues arising.

What are the main Business Plan items that we are focusing on right now?

What will success look like by the end of the 2018-19 financial year?

- 1) **Viridor Core Services Contract Review.**
- 2) **Active management of Collection Service Contract.**
- 3) **Review waste services Fees and Charges structures, admin. costs and implications of varying charges.**
- 4) **Recycling Site Maintenance.**
- 5) **Assess impact of changes to legislative framework.**
- 6) **Plan for Broadpath Landfill Site.**
- 7) **Dimmer transition.**
- 8) **Plan for a new Council.**

- 1) **Viridor Core Services Contract Extension:** A contract extension which delivers SWP's ambitions will be agreed and in place.
- 2) **Active management of collection service contract:** There will be no degradation in service quality before the end of the contract, and improvements will be made in key areas to ensure a seamless transition to the new one.
- 3) **Review waste services Fees and Charges:** To be undertaken once we have a new contractor, as this will influence fees, charges and processes.
- 4) **Recycling Site Maintenance:** On track, including repair of staff facilities at Dulverton.
- 5) **Assess impact of changes to legislative framework:** The impact of central government policy is understood and SWP is influential in shaping this policy.
- 6) **Plan for Broadpath Landfill Site:** A robust plan is in place to deal with the expected closure of this landfill site (primarily affecting the Wellington area) is underway.
- 7) **Dimmer transition:** On track for the closure of Dimmer landfill site after April 2020.
- 8) **Plan for a new Council for Taunton Deane and West Somerset:** Partner authorities have agreed the minor revisions necessary to the Inter Authority Agreement (IAA).

What have we achieved during the year?

- 1) **Core Services Contract Extension:** SWB and Viridor/Pennon agreed a contract extension in November 2018 which delivered £14.1m savings to Somerset County Council keeping all 16 recycling centres open and revised their opening hours to better reflect need and demand. It also extended Viridor's Community Sector Integration fund which is currently used to fund SWP's Schools Against Waste programme. The contract extension therefore delivered SWP's environmental, financial and social targets.
- 2) **Active management of collection service contract:** SWP agreed a robust plan of action with Kier to address the issues faced in Summer 2018, including issues with recruitment and retention. In conjunction with performance deductions, these actions had the desired effect and service quality has improved as a result of this action. Whilst this work is ongoing and remains an area of particular focus for SWP, the upward trajectory has been maintained. The appointment of a Customer Experience manager at SWP (as part of the restructure) has improved SWP's capability.
- 3) **Review waste services Fees and Charges:** This will be undertaken over Summer 2019 as it was necessary to wait until SWP had appointed a new collections contractor.
- 4) **Recycling Site Maintenance:** This remains on track, including repair of staff facilities at Dulverton. SWP continue to work with SCC property and SCC highways to explore ways of improving Minehead Recycling Centre, and this work remains ongoing. SWP is keeping the operation of PTT recycling under close review to ensure that it delivers a good customer experience.
- 5) **Assess impact of changes to legislative framework:** SWP has liaised closely with Central Government to understand and influence the direction of travel on policy. The strategy has been published (with SWP the only LA case study) and SWP has been nationally influential in its responses to the consultations - receiving significant trade press coverage over our concerns over free garden waste collection, and being asked by the LGA to act as numerous case studies for LGA's response to the consultations.
- 6) **Plan for Broadpath Landfill Site:** Kier stopped using the site in April ahead of its closure. As Kier did not share robust plans with SWP in time to engage effectively with residents SWP did not give permission to Kier to make any changes to household services. Kier have subsequently developed a more robust plan (which should only lead to day changes to c150 households mostly in the Wellington area) and SWP are working with them to ensure that the costs and customer impact of these changes are effectively managed.
- 7) **Dimmer transition:** On track for Autumn 2019.
- 8) **Plan for a new Council for Taunton Deane and West Somerset:** Principles agreed, reflected in the budget and all partner authorities agreed the minor revisions necessary to the IAA.



Why do we measure and report this?

Whilst our full risk register is brought to the Board annually, SWP keeps these risks under constant review. It is important to investigate, highlight and where possible mitigate against known upcoming risks in order to ensure we remain operationally effective in the services we provide, whilst building capability to deal with future challenges.

What are the risks that we should be focusing on right now?

Our 10 'red' risks are:

- 1) Inefficiencies due to customer services and partners IT systems not being joined up.
- 2) Lack of resources and complexity around implementation of new customer service system.
- 3) Health and Safety of staff and public at kerbside and recycling sites.
- 4) Financial pressures on the partners.
- 5) Ageing fleet of vehicles becoming unreliable.
- 6) Driver and loader shortages on kerbside collections.
- 7) Reduction in contractor's management team, or frontline staff.
- 8) Legislation changes requiring separate food and free garden waste collections for all.
- 9) Legislation changes preventing charging for non-household waste at Recycling Centres.
- 10) Legislation changes requiring minimum standards for collection services.

What has changed since the last time we reported?

	Risk No.	Risk Summary	Current Rating (Previous)
New Risks and opportunities:	Op 9	Climate change emergency	9 (-)
	5	Lack of partner Senior Officer Engagement	6 (-)
	10	Working with partners to address flytipping (District responsibility)	9 (-)
	18	Depot leases not completed in time	6 (-)
	20	One of the partners withdraws agreement to fund RM capital	6 (-)
	47	Risks around Brexit (Shown in the No-Deal Brexit Risk Register)	12 (-)
Increased Risks:	3	SWP Team does not have sufficient capacity	12 (9)
Reduced Risks:	1	Membership of the Partnership changes.	12 (15)
	8	Failure to implement CRM system on time or effectively	16 (20)
	17	Legal challenge to the procurement process	3 (6)
	20	New vehicles delayed	6 (8)
	34	Service degradation as we move towards contract expiry	12 (16)

We also have 8 closed risks this quarter. These risks relate to the procurement and have now ended due to receiving the final tenders and announcing the preferred bidder.

What are we doing to ensure these risks are managed?

- 1-2) Increased SMG oversight, additional SWP resources, including increased ICT and legal support, partner ICT involvement in collection contract procurement process, joint working with partners to identify options on CRM system implementation.
- 3) Regular monitoring, supporting Kier in liaison with police to ensure dangerous driving from the general public is robustly addressed. Review of H&S management.
- 4) Close liaison between SWP MD and partners to understand impact on SWP.
- 5-7) Regular monitoring through operational meetings and senior manager meetings, penalties for poor performance, working closely with Kier on recruitment and retention, increased direct engagement with front-line staff by SWP, considering crew incentives.
- 8-10) Review and respond to future Resources and Waste Strategy Consultations. Continue engagement with national bodies.

What will success look like in terms of managing risks?

- Future success would mean an overall reduction in our risk profile, (e.g. fewer 'reds') and success of the mitigation measures we've put in place.
- 1-2) New customer service systems being introduced, adding flexibility and efficiency which will enable integration with next generation IT, including collection service "in-cab" and tracking systems. All this should improve the customer experience. Agreement with District partners on a way to align this with District CRM systems. Capacity and capability to implement. Development work on track.
 - 3) The issues inherent with the service are well managed, and Avon & Somerset police take our concerns seriously.
 - 4) SWP continues to have the budget available to deliver the Board's vision whilst meeting partners' saving requirements, and this doesn't affect the excellent working arrangements with SWB.
 - 5-7) We can see the improvement in Kier's performance and they are on track to deliver their commitment to SWP (in the early termination agreement) that there will be no service degradation ahead of the end of the contract.
 - 8-10) SWP's concerns are reflected in national policy.



Why do we measure and report this?

The Waste Management sector has an injury and fatality rate significantly higher than the all-industry average. Health and Safety management within the scope of the Somerset Waste Partnership has therefore always had a very high profile. A public report on a quarterly basis helps maintain awareness, gives transparency and keeps members up to date on performance.

Viridor - H&S Performance and Initiatives

The Viridor H&S report shows: No accidents notified under the Reporting of Injuries Diseases & Dangerous Occurrences Regulations (RIDDOR) and no Environmental Incidents reported.

There were 5 recorded injuries to members of the public over this 4th Qtr: 3 for cuts/abrasions and 2 for impact injuries, all classed as minor with no contributing factor from sites found. When the accident number is calculated against site visits (as standard for this report) the accident frequency remained very near constant at 1.41 accidents per 100,000 site visits. Previous figure was 1.46.

Accidents to Viridor employees per 100,000 hours worked increased to 16.6 (as seen in the chart). It should be noted that small changes in accident numbers have a large impact upon this statistic due to the way it is calculated. Accidents increased by 3, up to 5 for the period. In addition, there was a minor injury to a Viridor sub-contractor onsite following a fall. That 3rd party injury is not included in the staff statistics, as not related to waste treatment, or SWP contracted works.

Near Miss reporting used to identify potential hazards and prevent accidents, dropped to 18 from 35, a reduction of near 50%. This decrease is seen as a negative, given its potential to prevent accidents and to ensure all hazards are identified for any further assessment required. Viridor's current training programme recognises this and has a strong emphasis on 'hazard spotting', included to raise awareness further and ensuring staff remain vigilant.

Kier - H&S Performance and Initiatives

The number of reported accidents to Kier operational staff is down by one to 8 for Qtr 4 of the 2018-19 period, compared to 9 for the previous 3 month report (Qtr 3).

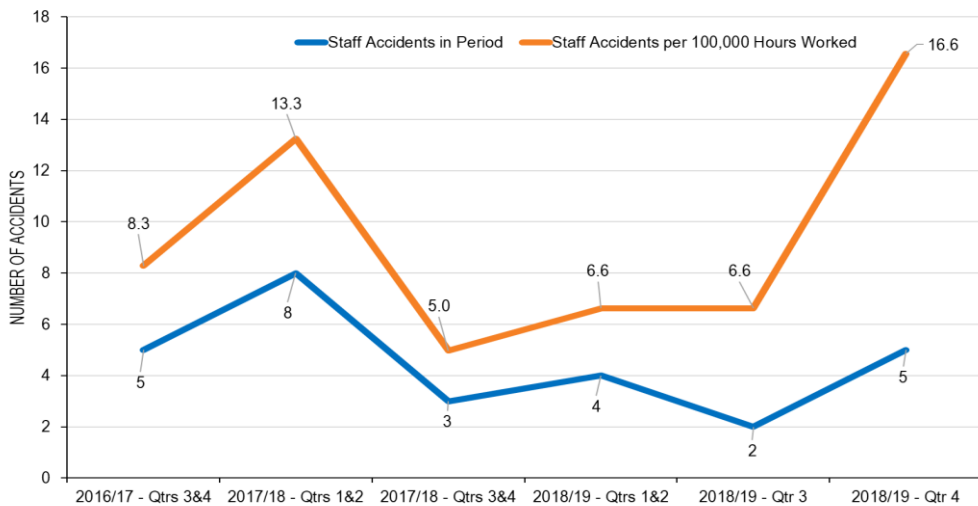
There is a notable reduction in the number of staff accidents, which is reflected in a figure of 3.8 accidents per 100,000 hours worked (for both Q3 and Q4), down from 7.1 at the start of year; the lowest ever on the Somerset contract.

There were no injuries to members of the public, or incidents reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).

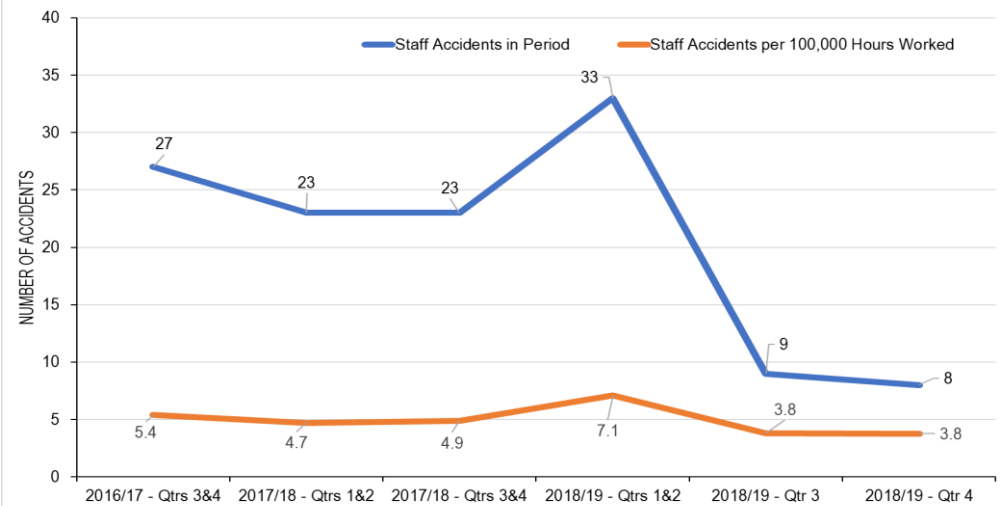
Near Miss reports used to identify potential hazards for further investigation if necessary has decreased again from the previous report and is now 540 (down by 37). Kier continue to monitor these reports constantly to invoke any actions needed, or plan required training through the use of 'toolbox talks' (which are subject specific training modules). As a high number of near misses is always seen as proactive and a positive, this reduction has resulted in further training for 'hazard identification' being instigated and ongoing.

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Viridor - What does H&S performance look like on Somerset Recycling Sites



Kier ES - H&S performance figures for Kier employees



Why do we measure and report this?

In accordance with the waste hierarchy, reducing the amount of waste that is generated in the first place, is the best environmental (and financial) outcome. Reporting on the amount of waste overall (and residual waste in particular) that each household in Somerset generates, ensures we continue to target the minimisation of residual waste, in addition to ensuring that we treat the waste does arise as a valuable resource.

What tonnage have we had to handle this quarter?

The amount of municipal waste generated across Somerset in 2018-19 showed the following changes:

Total arisings for 2018-19 decreased by -1,968 tonnes from 2017-18, to a total of 253,009 tonnes. This equates to 988.24kg/hh, a reduction of -7.72kg/hh of which -13.06kg/hh came from the kerbside service and 5.34kg/hh from the sites.

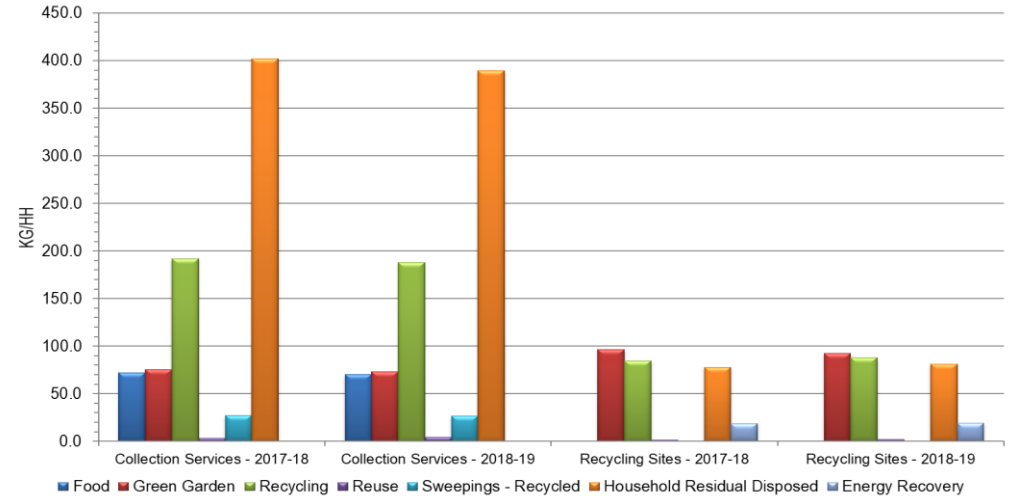
The total amount Reused, Recycled & Composted decreased overall by -2.76kg/hh, with a loss of -4.19kg/hh at the kerbside and a gain of 1.43kg/hh at recycling sites. Of these amounts, green garden waste from the kerbside accounted for -2.10kg/hh, with -2.97kg/hh of green garden waste coming from the sites.

Residual Household Waste per Household for 2018-19 was 470.31kg/hh, a decrease of over 9kg/hh from 479.72kg/hh, when compared to 2017-18. However, there was also a slight increase in the amount of municipal waste landfilled, up 0.3% from 46.10% to 46.40%. This rise was due an increase in the weight of non-household waste sent to landfill for 2018-19 of 263 tonnes.

The relatively high percentage of municipal waste landfilled, will of course start reducing significantly towards the end of the year, when we start sending Somerset's residual waste to the new Avonmouth RRC.

What has changed since the last time we reported?

COMPARISON OF WASTE ARISING BY SOURCE 2017-18 TO 2018-19 - KG/HH



What are we doing to ensure we continue to improve?

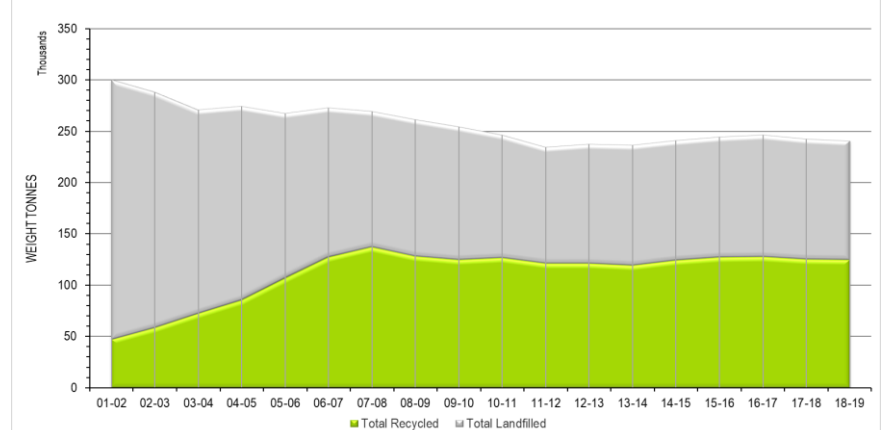
Various initiatives have either commenced, or are planned to do so over the next 12-18 months, some of which include:

- 1) Schools education programme.
- 2) Recycle More, which will include the introduction of PTT, cartons, battery collections and increasing the capture of small electricals.
- 3) Food waste participation campaign. (Subject to ongoing funding bid).
- 4) Increasing targeted social media publicity.
- 5) A new Waste Minimisation Strategy - informed by expected national policy, this will include setting targets and considering how we report waste minimisation.
- 6) Moving away from landfill by 2020.
- 7) Focus on plastics and behaviour change.
- 8) Focus on reuse as set out in Business Plan 2019-2024.
- 9) Ensuring new developments are planned with waste in mind.
- 10) Working with partners on a Climate Emergency Strategy and plan.

What will future success look like?

A reduction in the amount of household waste we handle, with more used as a resource - tackling the stagnation that has been seen in Somerset (and nationally) in driving down waste.

TOTAL WEIGHT LANDFILLED & RECYCLED - 2001-02 to 2018-19

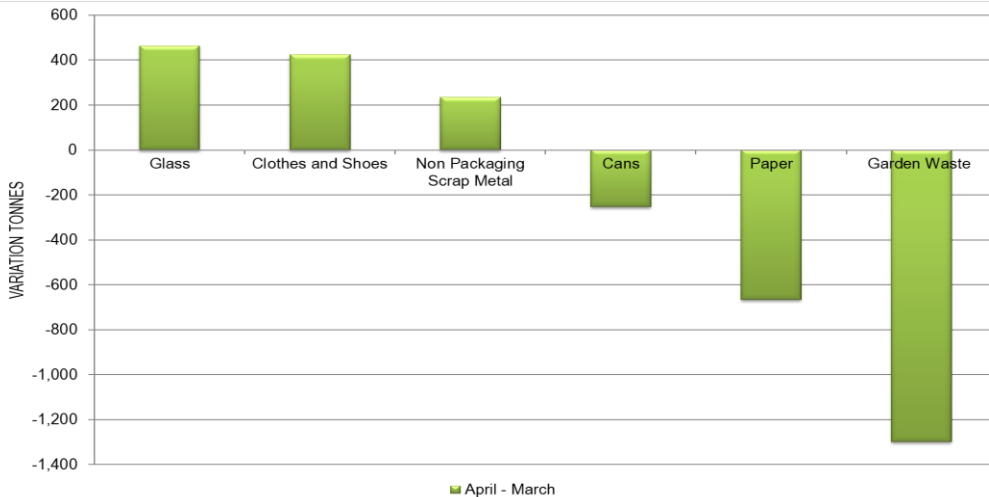




Why do we measure and report this?

Where waste does arise, the best thing that can be done with it is that it is reused, or recycled. The recycling rate at kerbside and at our recycling centres helps keep track of how we are managing our household waste, ensuring we are pushing as much of it as we can up the waste hierarchy to derive the most benefit from it, whilst keeping our costs down. Recycling rates are weight based however, and so on their own do not give a full picture of our environmental impact (hence our focus on end use and carbon reporting).

What has happened in this quarter?



What has driven the changes in this quarter?

SWP's overall recycling rate for 2018-19 increased slightly compared to the same period last year. This was driven by an increase in the recycling rate from the kerbside 46.29%, and by a decrease at the recycling sites 69.23%. The main drivers continued to be decreases in garden waste across both the kerbside and recycling sites, as well as dry recycling at the kerbside, although there was an increase in dry recycling from the sites.

The significant reduction in garden waste was seen across both the kerbside collections, down -538 tonnes and the recycling sites, down -761 tonnes and was a result of the exceptionally hot and dry summer.

Materials that saw significant changes in the weight collected compared to the same period last year were: Garden waste down -1,299 tonnes, paper down -667 tonnes and cans down -253 tonnes.

These were all offset slightly by an increase in the amount of glass recycled, up 463 tonnes, clothes and shoes up 425 tonnes and scrap metal up 234 tonnes.

Recycling and reuse rate for 2018-19: 52.41% (A decrease of -0.13% over the previous year)

What are we doing to ensure we continue to improve?

- 1) Work has now been completed on contract procurement for the new Recycle More service, with the successful bidder, Suez Recycling & Recovery UK, being made public on 13th May 2019. There is a considerable amount of work to do between now and the start of the new contract in April 2020, followed by the phased rollout of Recycle More between June 2020 and June 2022.
- 2) SWP has submitted a funding bid for a major food waste campaign. Using Bristol's award-winning 'Slim my waste, Feed my Face' campaign, this county-wide campaign will target parts of the population which currently have lower than average participation in food waste recycling. This is mainly acorn groups 4 & 5 (modest means, striving families, poorer pensioners, young hardship) – c42% of Somerset households, Focus on specific geographic areas with low participation, link with our Schools Against Waste programme, local supermarkets and community groups.
- 3) Following a trial between Viridor Ltd and Vegware Ltd to test the composting of cups from Vegware, we are considering how to provide a recycling route for commercial users in Somerset. With the agreement of both, we aim to provide a recycling site as a pilot. Frome has been chosen as it feeds the Dimmer Site, which is the only one permitted to accept the material, is already able to accept commercial waste, has a business market and a number of local interest groups that could be used in the trial messaging. The Severn Estuary Partnership (operating along the Sedgemoor coast) are also keen to be involved.

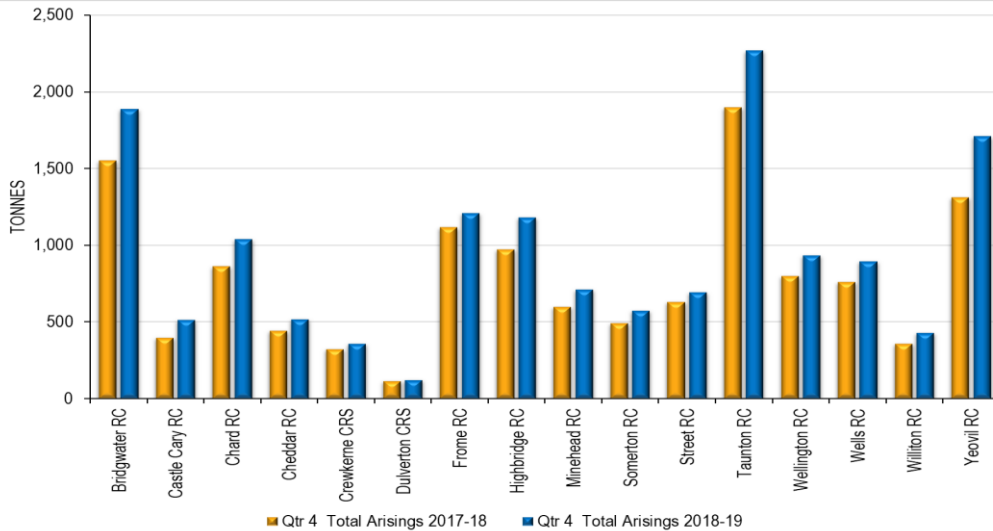
What will future success look like and what are we doing about it?

- 1) Recycle More: Successfully implementing Recycle More and delivering the anticipated benefits in terms of increased recycling – increasing food waste by 20% and dry recycling by 30%.
- 2) Behavioural Change: In addition to supporting the behaviour change necessary to support Recycle More, focussing our behavioural change activity on the most carbon intensive materials.
- 3) Reuse: Developing an effective county-wide approach which leads to substantially increased levels of reuse. This will include working with both SUEZ and Viridor to explore how we can improve reuse across Somerset.

Recycling Sites

Somerset's 16 recycling centres are vital resources for the local community. Whilst garden waste and bulky waste (e.g. fridge/freezers) are a big driver for people using their local recycling centre, they also enable people to recycle a wide range of other materials - including water-based paint, wood, batteries, gas bottles, oil and light bulbs. There is a reuse shop at the Priorswood site and arrangements at nearly all other sites to ensure materials capable of being reused are captured.

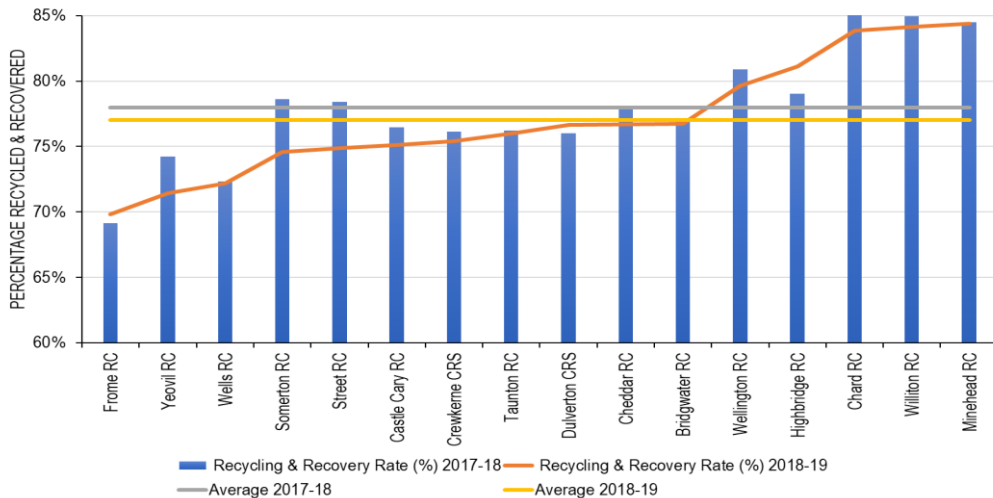
What has happened and what has changed in this quarter?



Recycling Site	Qtr 4 Visitor Numbers		
	2017-18	2018-19	% Change
Bridgwater RC	35,777	41,963	17.29%
Castle Cary RC	6,431	8,570	33.26%
Chard RC	20,489	25,080	22.41%
Cheddar RC	10,842	12,247	12.96%
Crewkerne CRS	5,023	5,443	8.36%
Dulverton CRS	1,440	1,871	29.93%
Frome RC	20,799	25,758	23.84%
Highbridge RC	24,968	31,025	24.26%
Minehead RC	18,281	21,434	17.25%
Somerton RC	10,728	13,423	25.12%
Street RC	15,385	18,310	19.01%
Taunton RC	49,939	61,808	23.77%
Wellington RC	18,119	22,565	24.54%
Wells RC	16,910	18,860	11.53%
Williton RC	10,675	10,715	0.37%
Yeovil RC	30,606	36,479	19.19%
All Sites	296,412	355,551	19.95%

Note : Table shows Q4 only, rather than cumulative data for Q1-Q4.

Q1 - Q4 RECYCLING SITE RECYCLING RATE % - 2018-19 COMPARED TO 2017-18



Total arisings are up by 1,622 tonnes. This total comprises of 1,156 tonnes of dry recycling and reuse, 92 tonnes of wood for recovery, 904 tonnes of residual waste and 231 of hardcore & soil, all offset by a decrease in garden waste of -761 tonnes.

Without this decrease in garden waste of -761 tonnes and increase in residual waste of 904 tonnes, the total recycling rate (incl. recovery 76.53%) would have surpassed that for 2017-18 (77.40%).

The best performing sites in 2018-19 are, Minehead RC (84.37%) and Williton RC (84.12%), with the worst performing being Frome RC (69.82%) and Yeovil RC (71.45%). These, as two of the busier and more congested sites, find it more difficult to sort recyclable materials from 'black bag' waste, therefore reducing the potential recycling rate.

However, from 1st April 2019 changes to site opening hours should help improve this situation, with sites such as Frome and Yeovil gaining an additional 1 hour per day (Summer) and Wells gaining an additional day per week. With the site being open should allow more time for site staff to sort recyclable materials from 'black bag' waste.

The number of visits increased from 1,615,173 in 2017-18 to 1,640,948 in 2018-19, a rise of 35,775 (1.60%).

An increase of 44,571 visits in March 2019 compared to 2018, was the result of a low base for 2018 due to snowfall affecting sites opening and reasonably dry and mild weather in 2019.

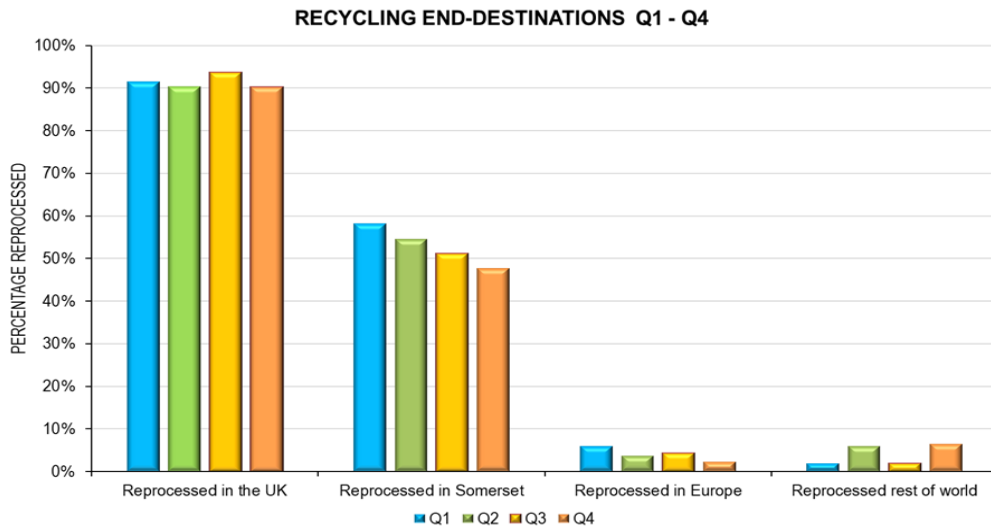


Why do we measure and report this?

As the first Authority in the UK to publish the detail of what we do with our household waste, it remains important that we are transparent to our Members and residents in terms of how and where we treat and recycle the materials we handle - in particular how much stays in Somerset and the UK, and how much remains in closed loop recycling. In the run-up to Recycle More, it is particularly important that we emphasise to Somerset residents that the way they separate their recycling and the way we collect it means that it is nearly all recycled in the UK and in the 'best' way possible - building trust in our services.

What are the headline numbers for 2018/19?

Have there been any significant changes since the last report?



In Q4 we recycled 90% of our waste in the UK. A slight decrease on the previous quarters and reflecting both market demands and constraints in UK reprocessor capacity. Exports went further afield (including Turkey), with less to Europe. Viridor and Kier both sell on the spot market and send them to where there is most demand, though our quality materials mean that they are normally wanted by UK reprocessors. We recycled slightly less in Somerset this quarter, and this is due to lower garden waste tonnages. We still reprocessed 48% of our waste in Somerset (down from 51% in Q3, 54% in Q2 and 58% in Q1).

Cardboard and paper are the main materials exported this quarter, along with some plastic bottles. Whilst the high quality paper from the kerbside is recycled into newsprint in the UK, mixed paper from schools and recycling centres are sent to other markets. The paper and cardboard has been exported to Indonesia, India, Taiwan, Thailand, Germany and the Netherlands. Plastic bottles are mostly recycled in the UK with some exported to Turkey. Textiles continue to be exported to developing countries for reuse.

The banks for plastic bottles and pots, tubs and trays at recycling centres continue to prove increasingly popular with residents, with 58.52 tonnes collected in Q4 compared to 50.16 tonnes in Q3, 49.5 tonnes in Q2 and 34.6 tonnes in Q1. The mixed plastics are sent to Viridor's plastic reprocessing plant in Kent where they are sorted into different plastic types and sent to reprocessors to be made into new plastic packaging and other products.

What changes are likely to have happened the next time we report?

What will future success look like?

Overseas markets are continuing to restrict imports of waste. This may impact on materials exported, however SWP is largely insulated from this due to the high quality of our kerbside sort material. The exception to this is when the balers break down at the kerbside depots and materials are sent to a MRF which use their own reprocessors.

The appointment of a new collections contractor and transition to Recycle More will increase the amount of recyclables captured (both existing and new materials). Our collection contract will have ever more stringent requirements on end use. We will continue to produce high quality, in-demand recyclables. We will continue to reprocess in the UK where possible, and into closed loop applications.

The next time we report, the 2018-19 full End Use Register will be published. We are researching information about carbon savings to add to the benefits of the End Use Register and looking at new ways of presenting the information to give Somerset residents confidence that their efforts to separate their recyclables make a difference.

Somerset residents will be aware of the existence of the end use register, and will have trust and confidence that what they put out for recycling is recycled. They will be aware of the environmental benefits of recycling and can track their success year-on-year.

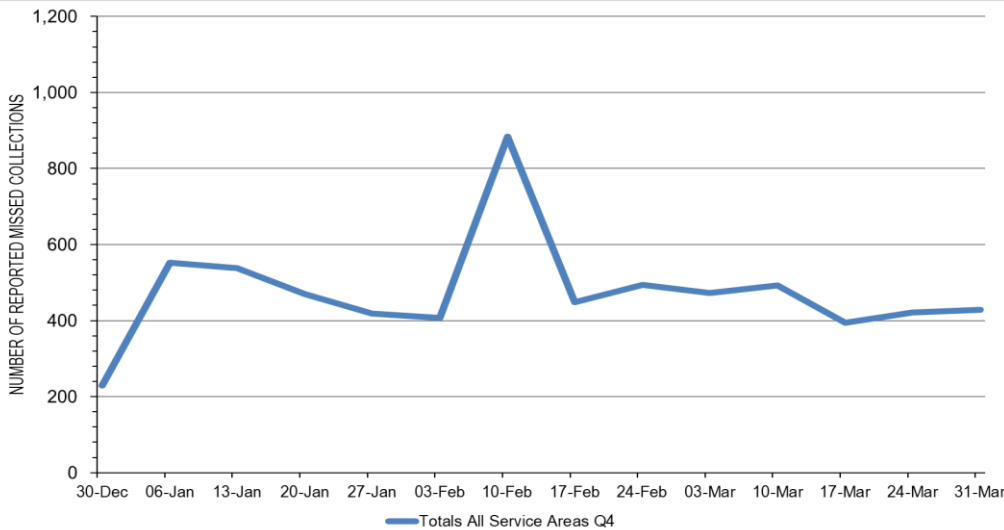
SWP are working with 'Digital Studio', a group of young people in West Somerset, to develop social media friendly content (eg. Infographics and video) to more effectively tell the story of what happens to Somerset's recycling.



Why do we measure and report this?

Missed collections remain the cause of the majority of customer contacts to the Waste Partnership and remains an area of concern whilst we are in the process of moving from our incumbent collection contractor, to the new Recycle More contract.

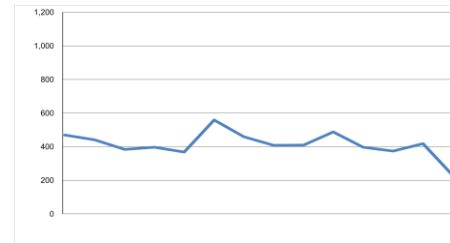
What are the headline numbers?



What are the issues underlying current performance?

The thing that immediately catches the eye from the current performance graph is the huge spike in missed collections reported in February. This followed an incident of severe weather where nearly 40,000 residents didn't receive a collection on Friday 1st of February. The weather continued to cause problems over the weekend and catch up wasn't possible so we decided to suspend the garden waste service and transferred these resources to catch up on the missed mainline services.

Comparing last quarter's performance graph below left, to this quarter below right, we can see we are still vulnerable to outside factors causing a certain amount of fluctuating performance. It also shows the expected rise in contact following the Christmas period.



Q3



Q4

What are we doing about it?

- 1) This is an important measure of overall contract performance. We will continue to monitor the level of missed collections weekly and analyse this data in our regular operation meetings with our contractor Kier. The main aim will be to identify issues early and take any action necessary to mitigate against escalation in the numbers of reported missed collections.
- 2) Where possible we will continue to identify and support measures to recruit and retain suitably qualified drivers and other staff, and are in discussions with Kier to identify any opportunities to utilise vehicles which could benefit the Somerset contract as their portfolio of waste related contracts reduces and these become available.
- 3) We continue to meet regularly with the senior management at Kier, to review performance. We also continue to monitor the effectiveness of the improvement plan to ensure this live document is capable of meeting the current pressures on the service. We are focussed on planning for the Summer to ensure we do not see a repeat of last year's issues.

What will future success look like?

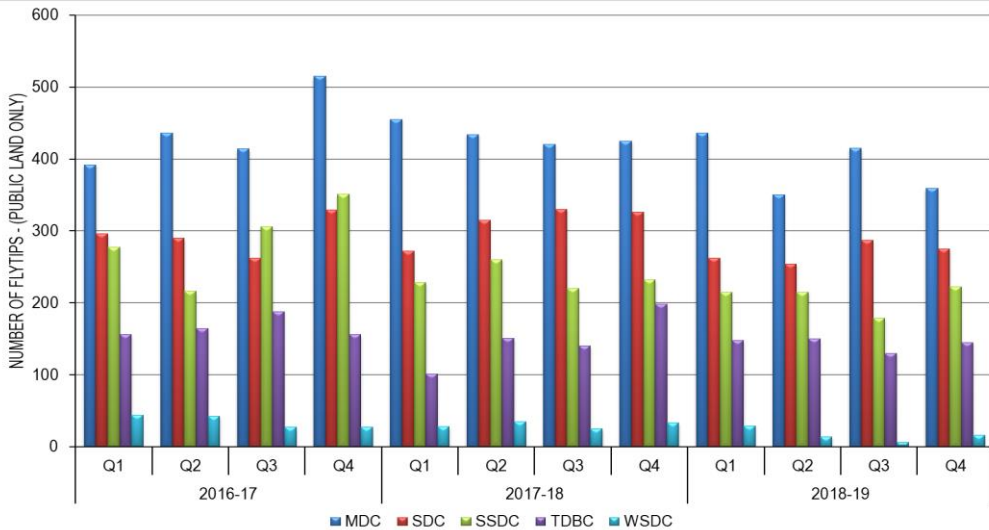
- 1) A smooth transition from Kier to SUEZ, with no service degradation before the end of the Kier contract and no repeat of the issues seen last Summer.
- 2) SUEZ meeting the much more robust standards on missed collections (0.045%) that we are setting through the new collection contract, and delivering our expectations on improving the quality of the service through engineering out missed assisted collections and repeated missed collections.
- 3) Effectively utilising in-cab technology on the new fleet of vehicles so that we give our crews the right tools to do the job, drive up service standards, and have the data to effectively target behaviour change.



Why do we measure and report this?

Fly tipping continues to be a blight on the Somerset landscape and it is vitally important that we monitor whether any of the service changes we make impacts the level of this criminal activity. Whilst we report fly tipping numbers as part of this Board report, the Waste Partnership has little control or influence over the number of fly tips being shown, as the statutory function to manage fly tipping events still rests with the partner District authorities.

What are the headline numbers?



Have there been any significant changes in what's being fly-tipped?

The number of incidents for 2018-19 have dropped by a total of -521 incidents, from 4,628 in 17-18 to 4,107 in 18-19. The number of fly-tipping incidents in all Districts continues to improve this year by between -174 and -17 incidents, with the smallest reduction in Taunton Deane and the greatest in Mendip. This is further evidence that no SWP activities have contributed to any increases in fly-tipping during 2018-19.

Overall across the Partnership the main increases were 'Tyres' (+85), 'Asbestos' (+1), with the decreases being 'Other household waste' (-376) and 'Black bags - household' (-75).

What are we doing about it?

Whilst we report fly-tipping numbers as part of this Board report, the Waste Partnership has little control or influence over the number of fly-tips being shown, as the statutory function to manage fly-tipping events still rests with the partner District authorities.

What will future success look like?

- 1) A continuing reduction in the total number of fly-tips across the Somerset, as has been demonstrated over the last couple of years. No negative impacts from any SWP actions.
- 2) Refresh our approach to joint working with Districts around enforcement (and crucially, publicising any successful prosecutions).
- 3) We are also exploring best practice around the country regarding dealing with the prevention of fly-tipping, enforcement and joint working.

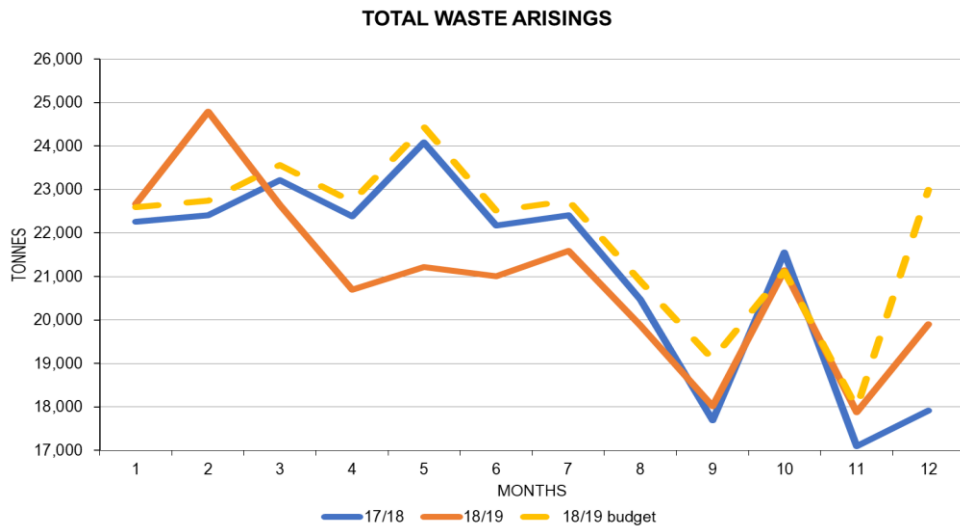


Why do we measure and report this?

It is important to keep track of how we are managing our finances, ensuring we are remaining within budget. A separate finance report continues to be presented to the SWB, but a summary is included here to ensure that this report presents a rounded picture of our performance.

What is our forecast outturn position?

What has changed since the last time we reported?



This is the final quarterly finance report for 2018-19. It compares the budget (set in Dec 2017) to the actual spend for the full year of 2018-19 and the outturn budgetary position.

Collection budget: There has been an improvement from our Q3 forecast (when we predicted a £134k overspend) due to a small reduction in collection costs and increased dry recycling yields (resulting in increased recycling credit payments from the County Council).

Disposal budget: there has been a further improvement in our forecast underspend on disposal - increasing from a forecast underspend of £1,075k in Q3 to a final outturn figure of £1,267k. This is driven by month 12 (March) waste tonnages being lower than forecast. This discrepancy was due to the 2018-19 budget being set in December 2017 and didn't account for the two snowfall events in February and March 2017, which gave an artificially low predicted budgetary starting point for Month 11 (February) and high finishing point for month 12 (March). Tonnages for the year are 0.9% lower than in 2017-18, even though household growth has been 0.87%.

What have we achieved during the year?

- 1) Head Office Cost underspend of £73k: Which due to tight budgetary management across the year.
- 2) Disposal cost underspend of £1,162k: Q4 is showing a significant £1,267k underspend from the budget, which is driven by 2 key factors. Firstly, due to snow the March 2018 disposal costs were far lower than were accrued for at the end of the 2017-18 financial year. When this accrual was reversed in Q1 of the 2018-19 financial year it resulted in a £305k benefit to the current year budget. Secondly, actual total tonnages for the year have been lower than were predicted when the budget was set in December 2017. Tonnages were 0.9% less than the same period last year.
- 3) Collection costs: The final outturn for all District partners is showing a £45k overspend - negligible in the context of a £17.1m collection budget. The significant variances to budget were an underspend on containers and delivery of (£97k) due to fewer new recycling and refuse containers being requested, an increase in dry recycling yields leading to higher recycling credit payments from the County Council, and an overspend on garden waste (noting that this increased cost is offset by increased income - shown in each district council partner's own accounts).
- 4) Funding requests: SWP are requesting that £444k of vehicle lease monies, not required for lease payments, are transferred into the Recycle More fund. This is in line with previous board decisions to build up funds, to offset the costs of implementing Recycle More. In addition, SWP are requesting from SCC that £50k of the County disposal budget is carried forward within the partnership, to provide match funding to a bid for a county-wide food waste campaign.

5) Recycle More project funding: During the year, £201k was spent on the project (primarily on external consultants to support the procurement process and depot related costs). The year end balance stood at £657k, and subject to board decisions in June on utilising vehicle lease budgets not required, it will stand at £1,076k. It is expected that this will cover the implementation costs to be incurred in 19/20 (for example for external advice, lease costs required in advance of the new contract, and to manage Kier termination (e.g. purchasing a number of assets which we want to transfer to SUEZ). The anticipated roll-out costs of Recycle More are still predicted to be c£2.2m - of which it is expected that some will be capitalised and some will be revenue costs:

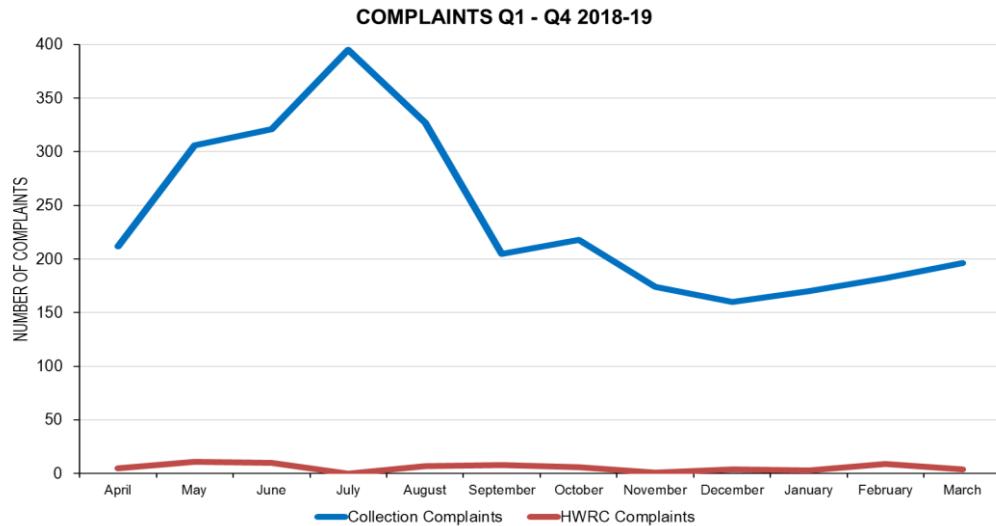
Recycle More: Roll Out Costs		
Container Supply ¹	£775k	1. Proposed capital items
Container Delivery ¹	£545k	2. Includes notification packs (c£140k), services leaflets/stickers (c£160k), newsletters (c£100k)
Marketing ²	£480k	
Customer Support	£340k	
Total	£2,140k	Revenue Total £820k



Why do we measure and report this?

SWP's revised vision highlights the importance of delivering excellent customer service, and the importance of driving behavioural change. It is vital that SWP are accountable to the board on these crucial aspects of our service.

What are the headline numbers?



Key highlights in performance

Overall call volumes have reduced mainly due to the work completed by the operations team in managing the contract more closely, especially around service issues.
 Recycling Site complaints increased slightly as a consequence of the change in opening hours with a maximum of 9 in February.
 There was a forecast peak in call volumes related to Garden Waste Renewals, this was similar to previous years and was within expected parameters.
 Container demand through the period was slightly below average and Customer SLA was uniformly met.
 There was a snow event during February that led to the suspension of the Garden Waste Service. The outstanding missed collections from the snow event were collected and the backlog of collections were resolved within a week.

What changes are likely to have happened the next time we report?

- 1) Expectations in Customer Contact - We expect the complaint loading for Recycling Centres to decline once our customers get used to the change in opening times.
- 2) Behavioural change work is being undertaken with Kier Supervisors and management to improve accountability of crew actions, we would hope that this would lead to a decline in crew behaviour type complaints.
- 3) Over the quarter Kier have improved their control of staff absence and managing sickness, work is continuing with Kier to ensure that their staff supply chain is in place to avoid under resourcing during peak annual leave times, mitigating some risk of staff under employment throughout the summer period.
- 4) **My Waste Services** – Development work on our new customer service system will continue during this period and be near completion which is anticipated to be during Autumn 2019.

What will future success look like?

- 1) **My Waste Services** - Successful conclusion of this project, enabling customers to undertake all their transactions online at SWP, whilst still ensuring that those customers who use phone access, via District Councils, have a seamless customer experience. This will also allow us to encourage channel shift. The new system should also enable us to much more effectively monitor trends in customer interactions, so that we can identify issues.
 We expect to have My Waste Services ready to go-live during the 2019-20 financial year, when SWP will launch online reporting via its website and app.
- 2) Greater focus on the customer experience from Kier crews that will decrease the frequency of complaints.
- 3) Through our enhanced technology offering through our new contractors, we are hoping to reduce the administrative burden of Garden Waste Renewals and improve the customer experience.

Communications

The only way SWP can ensure our household waste is not wasted but reused as a valuable resource is through working in partnership with the public and supporting people to change their behaviours. This requires us to excel at communications – supporting our residents, learning from others, and using our understanding of how and why people behave as they do to target our interventions.

What are the headline numbers?

Social Media

Facebook followers:	4,466	Start of	5,106	End of
Twitter followers:	2,215	January	2,315	March

Website Hits

Jan	96,484	Page Views	79,528	Unique
Feb	85,827		69,738	PViews
Mar	88,688		72,555	

Sorted Ezine

Jan	7,109	Deliveries	5,548	Unique open
Feb	8,933		5,901	with images
Mar	9,033		6,347	




- 1) Monthly Briefing sent to 326 parishes, and County and District councillors.
- 2) 10,000 Pledge cards sent to SAW team for distribution in schools.
- 3) Food saving flyers distributed to Somerset credit unions.
- 4) New service guides on collections, recycling sites.
- 5) New SWP cloth nappy leaflet produced.

What are we focussing on in the next quarter?




- 1) Developing our communications plan to support the implementation of Recycle More and our move away from landfill.
- 2) Planning to launch a major food waste campaign (Slim my waste, feed my face) subject to securing funding.
- 3) Refreshing our successful schools programme so that we more effectively target it, more effectively support schools to improve their own recycling levels, and find ways to support schools to embed tackling waste throughout the school year.
- 4) Refreshing how we work with community groups so that we more effectively partner with them.
- 5) Creating more effective ways to communicate to the public what happens to their recycling.
- 6) Restructuring our website (for example to prepare for Recycle More and embed our new customer service system), developing an app, and continuing to improve our approach to social media.
- 7) Reviewing signage at all Household Waste Recycling Centres, including to ensure it aligns with our key messages and approach to Recycle More.

Key highlights in performance

Facebook Topics

-  02/01/2019 How to recycle your Christmas tree.
-  09/02/2019 Repair cafes - can you fix it?
-  18/03/2019 Later Sundays and weekdays at all recycle sites.

Twitter Topics

-  31/01/2019 Most of Somerset has Met Office amber warning for snow.
-  26/02/2019 Not yet renewed your garden waste collection?
-  14/03/2019 Windy-wet today-tomorrow.

What will future success look like?

- 1) The transition to Recycle More happens effectively and delivers the behaviour change we expect it to.
- 2) The food waste campaign diverts food waste away from landfill, increases participation in food waste (particularly in low participation areas and socio-demographic groups).
- 3) We work with partners more effectively – learning from best practice elsewhere.
- 4) We refresh our communications approach so that it is more engaging and effective – for example through greater use of film/video/infographics on social-media and more of a real-life approach (continuing our journey away from a more traditional and formal way of communicating).



Contact us

If you have any specific questions or comments on this publication, please contact the Somerset Waste Partnership on 01823 625700, or email enquiries@somersetwaste.gov.uk

This document is also available in Braille, large print, tape and on disc and we can translate it into different languages.
We can provide a member of staff to discuss the details.
Please phone 01823 625700.



Joint Waste Scrutiny Panel
 27 June 2019
 Report for decision

Joint Waste Scrutiny membership, terms of reference and meeting dates 2018/19

Lead Officer: Mickey Green Managing Director
 Author: Julia Jones, Democratic Services Team Leader
 Contact Details: 01823 357628

Forward Plan Reference:	
Summary:	<p>The report sets out proposed revisions to the Joint Waste Scrutiny Panel’s terms of reference and membership of 10 elected members (2 from each partner authority) for 2019/20, as a result of the amalgamation of the former Taunton Deane Borough Council and West Somerset Council to create the new Somerset West and Taunton local authority as of 1 April 2019.</p> <p>In addition, changes to joint waste scrutiny panel and board membership have occurred following the recent district council elections in May 2019. The revised membership from May 2019 until June 2020 from the four district councils and county council is set out in this report. The report also sets out the Joint Waste Scrutiny Panel’s meeting dates for 2019/20.</p>
Recommendations:	<p>That the Joint Waste Scrutiny Panel:</p> <ol style="list-style-type: none"> 1. Agrees the amended Terms of Reference for the Joint Waste Scrutiny Panel (set out in Appendix A) 2. Notes that the Somerset Waste Board’s constitution and Inter-Authority Agreement will be amended to reflect the revised partner membership of the Somerset Waste Partnership. 3. Notes the revised Board’s membership for 2019/20 and Joint Scrutiny Panel of Somerset Waste Board set out in Section 3 and the need for induction training. 4. Agrees the Joint Waste Scrutiny Panel meeting dates for 2019 and 2020 set out in section 3. 5. Notes the proposed visits and workshops set out in section 4.

1. Background

- 1.1. Since 1992 the Somerset Waste Partnership has improved working arrangements in waste management across the County. In 2007, the partner authorities (comprising Somerset County Council, Mendip district council, Sedgemoor district council, South Somerset district council, Taunton Deane borough council and West Somerset council) agreed to establish the Somerset Waste Board as a Joint Committee with an Administering Authority. The Partner Authorities delegated responsibilities for waste collection, waste recycling, and waste disposal to the Waste Board.
- 1.2. The legal powers to constitute a Joint Committee and discharge the Partner Authorities' statutory waste functions and responsibilities to it are in Sections 101 and 102 of the Local Government Act 1972, and the Local Authorities (Arrangement for the Discharge of Functions) (England) (Amendment) Regulations 2001 made under Section 20 of the Local Government Act 2000. A Joint Committee does not have a separate legal personality and as such is not able to hold contracts or employ staff. In this instance a well-established solution is that one of the authorities becomes the 'administering authority' for the purpose of holding contracts and employing staff.
- 1.3. The Board has a Constitution and there is also an Inter-Authority Agreement which sets out how the partners work together and how costs are shared amongst partners.
- 1.4. The Constitution sets out the membership of the Waste Board, its functions and voting arrangements. Following the amalgamation of the two former councils of West Somerset Council and Taunton Deane Borough Council to the new authority of Somerset West and Taunton Council the number of partner organisations has reduced from 6 to 5 and therefore the number of members has reduced from 12 members to 10. Each of the five Partner Authorities is represented on the Board by two Elected Members, one of whom is the Portfolio Holder for Waste and/or Environment functions. The 10 elected members on the Waste Board are supported by officers from Somerset Waste Partnership, the Administering Authority (Somerset County Council) and from partners.

Following the district council elections in May 2019, there have been significant changes to the membership of the Board with 80% of the Waste Board now comprising new members. There will be a requirement for officers to ensure these members benefit from an early induction and training regarding the Waste Partnership and Waste Board Business Plan priorities, services, meeting procedures and standing orders.

- 1.5. The Joint Waste Scrutiny Panel (the Panel) was re-established in Autumn 2017. The Panel aims to allow effective multi-authority scrutiny of the Somerset Waste Board and support the strategic development of the Somerset Waste Partnership. The Panel does not replace or duplicate the role of individual partner scrutiny committees but aims to add value to the joint working of the board. In conducting this role it may:
 - Scrutinise decisions of the Somerset Waste Board
 - Explore specific issues that benefit from member involvement in detailed

- review
- Support the board in developing its strategic development

It is the responsibility of each authority's representative member to report the recommendations of the panel back to their individual scrutiny committees. The Chair of the panel will report the recommendations of the panel to the Somerset Waste Board (or if they are unavailable, they will be reported to an officer), and the minutes of the panel will be circulated to the board.

2. Revised Constitution for the Board

1.6. A revised Constitution for the Somerset Waste Board is necessary to reflect the new partner authority membership of the Somerset Waste Partnership. The key revisions are:

- Revised the membership of the Board to replace references to Taunton Deane and West Somerset councils with the new authority. The new authority is only entitled to two representatives.
- The Board membership reduces from 12 members to 10 members (still reflecting two members per partner authority)
- Revised quorum requirements from six members to five members, with the requirement for at least one member from each of three (currently four) different Partner Authorities
- The need to review the scrutiny arrangements and in particular the membership of the Joint Scrutiny Panel

2. Joint Waste Scrutiny/Somerset Waste Board Membership 2019-20

2.1. The Board membership for 2019/20 is as follows:

Mendip District Council

Adam Boyden

Tom Ronan

Sedgemoor District Council

Gill Slocombe

Janet Keen

Somerset County Council

David Hall

Clare Paul

South Somerset District Council

Tim Kerley

Sarah Dyke

Somerset West and Taunton Council

Alan Wedderkopp

David Mansell

2.2. The joint waste scrutiny panel membership for 2019/20 is as follows:

Mendip District Council

Garfield Kennedy

Michael Dunk

Sedgemoor District Council

Li Gibson

Ian Dyer

Somerset County Council

Liz Leyshon

Tbc by Place Scrutiny Committee on 19 June 2019

South Somerset District Council

Brian Hamilton

Charlie Hull

Somerset West and Taunton Council

John Hassall

Anthony Trollope-Bellew

3. Joint Waste Scrutiny Panel meeting dates

3.1. The panel is requested to approve the following meeting dates::

3.2.	2019	2020
	TBC	TBC

3.3. All meetings to be held at 10am and will be held at SWP's Office in Broughton House. Agendas and papers will be published five clear working days before the meeting. Where the panel is considering matters ahead of Board consideration, the panel will receive identical papers to the Board.

4. Proposed visits and workshops

4.1. The panel is asked to note the proposed visits and workshops scheduled for 2019:

Friday 19 July – Recycle More/further induction workshop, Broughton House
Monday 22 July – Visit to Walpole Anaerobic Digester
Monday 9 September – Visit to Avonmouth Resource Recovery Centre
Thursday 3 October – Waste and the Climate Emergency (inc. what happens to our recycling), Broughton House
TBC – Visit to Carymoor Environmental Trust, Dimmer landfill and Transfer Station

5. Background papers

5.1 Joint Waste Scrutiny Panel Terms of Reference (Appendix A)

Appendix A: Somerset Joint Waste Scrutiny Panel Terms of Reference

1. Purpose and powers

The Somerset Joint Waste Scrutiny Panel (the Panel) will allow effective multi-authority Scrutiny of the Somerset Waste Board and support the strategic development of the Somerset Waste Partnership. The Panel will not be constituted as a formal joint committee. It does not replace or duplicate the role of individual partner scrutiny committees but aims to add value to the joint working of the board.

2. Membership

The Panel will comprise of two members from each participating authority. They will be appointed annually by the Scrutiny Committee (or equivalent) of each partner authority as determined locally, except that they should not be Executive members of any authority. The following members have been appointed to the Panel as of June 2019:

- **Mendip District Council**
 - Garfield Kennedy
 - Michael Dunk
- **Sedgemoor District Council**
 - Li Gibson
 - Ian Dyer
- **Somerset County Council**
 - Liz Leyshon
 - Tessa Munt
- **South Somerset District Council**
 - Brian Hamilton
 - Charlie Hull
- **Somerset West and Taunton Council**
 - John Hassall
 - Anthony Trollope-Bellew

3. Role

The Panel will act as a “scrutiny commission” or “task group” on behalf of every authority. In conducting this role it may:

- Scrutinise decisions of the Somerset Waste Board
- Explore specific issues that benefit from member involvement in detailed review
- Support the board in developing its strategic development

4. Recommendations

The recommendations of the Panel will be reported to:

- each authority’s Scrutiny Committee via the authority’s representative member
- Somerset Waste Board via the chair of the panel (or via an officer if the chair is unable to be present) with the minutes shared with the board once drafted

If necessary, each Scrutiny Committee can make recommendations to its own Executive and receive a response.

5. Meeting and Support Arrangements

The Panel will meet quarterly. Somerset County Council, as administering authority for the Somerset Waste Partnership, will provide administrative support for the Panel. It is expected the senior officers will attend each Panel meeting. The Panel will be responsible for electing a chair.

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**SOMERSET
WASTE BOARD**

DRAFT CONSTITUTION

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CONSTITUTION

THE SOMERSET WASTE BOARD is a Joint Committee of local authorities in the County of Somerset established pursuant to sections 101(5) and 102 of the Local Government Act 1972 and all other relevant enabling legislation by the following Partner Authorities:

- (1) SOMERSET COUNTY COUNCIL of County Hall, Taunton, Somerset TA1 4DY (the "**County Council**"); and
- (2) MENDIP DISTRICT COUNCIL of Cannards Grave Road, Shepton Mallet, Somerset BA4 5BT ("**Mendip**"); and
- (3) SEDGEMOOR DISTRICT COUNCIL of Bridgwater House, King Square, Bridgwater, Somerset TA6 3AR ("**Sedgemoor**"); and
- (4) SOUTH SOMERSET DISTRICT COUNCIL of PO Box 25, The Council Offices, Brympton Way, Yeovil, Somerset BA20 2DS ("South Somerset"); and
- (5) SOMERSET WEST AND TAUNTON COUNCIL of The Deane House, Belvedere Road, Taunton, Somerset, TA1 1HE ("Somerset West and Taunton").

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Constitution, unless the context otherwise requires:

"2000 Act"

means the Local Government Act 2000;

"2000 Regulations"

means the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 (S.I 2000 No. 2851) as amended by the Local Authorities (Avoided Arrangements for the Discharge of Functions) (England) (Amendment) Regulations 2001 (S.I. 2001 No. 3961);

"Administering Authority"

means the authority appointed pursuant to clause 5 of the Inter Authority Agreement;

"Aims and Objectives"

means the aims and objectives set out in **Appendix 2**;

"Annual Business Plan"

means the Business Plan approved by the Board in accordance with paragraph 10. The Business Plan shall include an action plan and a risk register;

"Annual Budget"

means the annual budget for a Financial Year referred to in **paragraph 11**;

"Annual General Meeting"

means the first meeting of the Board after 1 May in each year in accordance with paragraph 3 of Appendix 3;

"Board"

means the Joint Committee established pursuant to clause 3.1 of the Inter Authority Agreement and known as 'The Somerset Waste Board';

"Business Day"

means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;

"Chairman"

means the chairman from time to time of the Board elected in accordance with **paragraph 1.1 or 3 of Appendix 3**;

"Chief Executive"

means the Chief Executive or the head of paid service of the relevant Partner Authority (ies);

"Clerk of the Board" or "Clerk"

means the clerk of the Board appointed pursuant to clause 4.1.1 of the Inter Authority Agreement;

"Collection Contract"

means the contract for the collection and recycling of household waste for the County of Somerset entered into by the Administering Authority on behalf of the Board on 12th October 2007 and subsequently extended by Deed of Variation dated 19th October 2012 until 1st October 2021;

"Commencement Date"

means 30 September 2007;

"Constitution"

means this constitution and its appendices;

"Disposal Contracts"

means together the following contracts:

- (a) the core services contract;
- (b) the NWTF contract;
- (c) the tonnage agreement; and
- (d) the strategic partnering agreement,

entered into by the County Council and Viridor Waste Management Limited and dated 13 May 2006;

"Executive or Cabinet"

means the executive body of a Partner Authority appointed pursuant to the 2000 Regulations;

"Financial Year"

means a calendar year commencing on 1 April in any year;

"Inter Authority Agreement"

means an agreement of even date entered into by the County Council, Mendip, Sedgemoor, South Somerset and Somerset West and Taunton in relation to the formation and operation of the Somerset Waste Board as may be amended from time to time;

“Joint Scrutiny Panel”

Means an informal advisory scrutiny panel as defined in paragraph 13.2 and Appendix 5 paragraph 1.17

"LGA 1972"

means the Local Government Act 1972;

"Managing Director"

means the head of the Single Client Group appointed in accordance with **paragraph 17.2**;

"Material Change"

means a change proposed to the approved Business Plan (including the Annual Action Plan) or to this Constitution in accordance with **paragraphs 10 and 12** which a Partner Authority (acting reasonably) considers to be a material change to the nature or operation of the Board (including a change which has a material impact on service design or the cost of the services provided under the Principal Contracts) and which it considers must be subject to approval by elected members of the Partner Authority;

"Monitoring Officer"

means the monitoring officer for the Board appointed pursuant to clause 4.1.3 of the Inter Authority Agreement;

"Partner Authority"

means any one of the County Council, Mendip, Sedgemoor, South Somerset and Somerset West and Taunton whilst ever they remain as Partner Authorities and such other local authorities which from time to time become Partner Authorities in accordance with **paragraph 16.8** of this Constitution and clause 14.5 of the Inter Authority Agreement;

"Principal Contracts"

means the Collection Contract and the Disposal Contracts and any contracts replacing such contracts and such other contracts as the Board may administer from time to time on behalf of the Partner Authorities;

"Scheme of Delegation"

means the scheme of delegation adopted by the Board from time to time by which the Board will authorise its sub-committees and officers of the Administrative Authority to exercise certain of its powers and duties;

"Scrutiny Arrangements"

means the arrangements made by each Partner Authority for the scrutiny of its decisions in accordance with Section 21 of the 2000 Act;

"Scrutiny Committee"

means the committee of each Partner Authority responsible for Scrutiny Arrangements;

"Single Client Group"

means the group of officers employed by the Administering Authority on behalf of all the Partner Authorities to carry out the roles and functions set out in clause 8 of the Inter Authority Agreement;

"Standing Orders and Rules of Procedure"

means the standing orders and rules of procedure for meetings of the Board and its sub-committees together with the financial regulations and contract procedure rules for the Board (which shall be those of the Administering Authority), subject to such amendments or additions as the Board sees fit except amendments to the financial regulations and contract standing orders which shall be those of the Administering Authority;

"Strategic Management Group" or "SMG"

means the board comprising the Director or Senior Manager from the Partner Authorities with responsibility for Environmental Services and/or Commissioning and having the role and responsibilities set out in clause 10 of the Inter Authority Agreement;

"Substitute Member"

means a person nominated by a SWB Member to attend a meeting of the Board in his place in accordance with **paragraph 4.8**;

"SWB Member(s)"

means a member of the Board appointed by a Partner Authority in accordance with **paragraph 4.1**;

"SWB Scrutiny Arrangements"

means the arrangements set out in **Appendix 5**;

"Treasurer"

means the appropriately qualified financial officer appointed pursuant to clause 4.1.2 of the Inter Authority Agreement;

"Vice-Chairman"

means the vice-chairman for the time being of the Board elected in accordance with **paragraph 1.1 or 3 of Appendix 3**.

1.2 Interpretation

- 1.2.1 In this Constitution (unless the context requires otherwise):
- 1.2.2 references to paragraphs and appendices are to the paragraphs and appendices of this Constitution. Any reference to a sub-paragraph is to the relevant sub-paragraph of the paragraph in which it appears;
- 1.2.3 the table of contents and headings are not part of this Constitution and are not to be taken into account in the interpretation of this Constitution;
- 1.2.4 the use of the masculine gender alone includes the feminine and neuter genders and the singular includes the plural and vice versa;
- 1.2.5 references to legislation (including subsidiary legislation), regulations, determinations, and directions include all amendments, replacements, or re-enactments thereof and all regulations, determinations, directions and statutory guidance made or given under them save that the treatment under this Constitution of any such amendment or modification that imposes any new or extended obligation or liability adversely affecting the parties or any of them shall be determined by the Board after consultation with the Partner Authorities, provided that where any Partner Authority (acting reasonably) considers such amendment or modification would result in a Material Change, the amendment or modification shall require the approval of the Partner Authority;
- 1.2.6 the terms "including" and "in particular" are illustrative only and are not intended and shall not limit the meaning of the relevant words that precede them;
- 1.2.7 the term "persons" means individuals, companies, industrial and provident societies, limited liability partnerships, statutory bodies, or other bodies with a legal personality and includes H.M. Government, government departments, and the European Union and its constituent parts.
- 1.3 The appendices to this Constitution are to have effect as if set out in full in the body of this Constitution and references to this Constitution include the appendices.

2. FUNCTIONS AND ACTIVITIES TO BE UNDERTAKEN BY THE BOARD ON BEHALF OF THE PARTNER AUTHORITIES

- 2.1 The Partner Authorities have each agreed and resolved to form the Board with effect from the Commencement Date.
- 2.2 The Partner Authorities have each agreed and resolved that the Board should discharge their respective statutory functions with respect to waste disposal, waste collection and recycling of waste which statutory functions are set out in **part I of Appendix 1**.
- 2.3 The Partner Authorities acknowledge that the Disposal Contracts have been entered into in furtherance of the Aims and Objectives and they further acknowledge that the Board shall endorse and adopt the Principal Contracts.
- 2.4 In the performance of the statutory functions delegated to the Board, the Partner

Authorities hereby agree that the Board shall undertake on behalf of the Partner Authorities the activities set out in **part II of Appendix 1**.

- 2.5 The Board shall not make any decisions the effect of which would be to put any Partner Authority in breach of any contract (including the Principal Contracts).
- 2.6 The Partner Authorities acknowledge that any decision taken by the Administering Authority that puts a Partner Authority in breach of any contract (including the Principal Contracts) shall not be implemented and any costs or losses incurred by a Partner Authority arising from any such decision shall be apportioned equally between the Partner Authorities in accordance with the cost sharing principles in schedule 5 of the Inter Authority Agreement.

3. COMMENCEMENT AND DURATION OF THE BOARD

The Board has been established in accordance with the resolutions of the Partner Authorities referred to in **paragraph 2.1** with effect from the Commencement Date and shall continue in existence unless and until dissolved by resolution of a majority of the Partner Authorities in accordance with **paragraph 16.6**.

4. COMPOSITION OF THE BOARD

- 4.1 Each Partner Authority shall appoint two of its elected members to be its representatives on the Board.
- 4.2 The SWB Members shall be appointed by each Partner Authority in accordance with the Partner Authority's constitution.
- 4.3 For each Partner Authority, one SWB Member shall be the portfolio holder for waste and/or the environment.
- 4.4 All such appointments of SWB Members shall be made in accordance with the relevant statutory provisions of sections 101 and 102 of the LGA 1972 and of the 2000 Regulations, as they may from time to time be applicable to each of the Partner Authorities.
- 4.5 Each SWB Member shall have one vote at meetings of the Board.
- 4.6 Each SWB Member shall remain in office until removed or replaced by his appointing Partner Authority, or in the case of a SWB Member who is a member of an Executive until he ceases to be a member of the Executive of his appointing Partner Authority. Notice of the removal or replacement of a SWB Member shall be given to the Clerk.
- 4.7 The proceedings of the Board shall not be invalidated by any vacancy or any defect or purported defect in the appointment of any SWB Member.
- 4.8 Any SWB Member may, by giving written notice thereof to the Clerk, nominate a Substitute Member to attend a meeting of the Board in his place.
- 4.9 Except where permitted under 4.9A below, where a Substitute Member takes the

place of a SWB Member who is a member of his appointing Partner Authority's Executive then such Substitute Member must also be a member of his appointing Partner Authority's Executive.

- 4.9A If both SWB Members representing one authority are Members of that Partner Authority's Executive and wish to nominate a Substitute Member in accordance with paragraph 4.8 above, then either one (but not both) of the two SWB Members may nominate a Substitute who is not a member of the Executive.
- 4.10 A Substitute Member shall have the same rights of speaking and voting at meetings of the Board as the SWB Member for whom he is substituting.
- 4.11 Members of the SMG and the Single Client Group, together with the Treasurer, Monitoring Officer and the Clerk, shall be entitled to attend meetings of the Board to advise the Board on matters relevant to the functions and activities of the Board but shall have no voting rights.
- 4.12 Each Partner Authority may send any of its officers (as it considers to be appropriate) to meetings of the Board, or any sub-committee thereof, to support its SWB Members.

5. ROLE OF SWB MEMBERS

- 5.1 The responsibilities of a SWB Member shall be as follows:
- 5.1.1 to act in the interests of the Board as a whole except where this would result in a breach of statutory or other duty to their Partner Authority or would be in breach of their Partner Authority's adopted code of conduct for elected members;
- 5.1.2 to be committed to, and act as a champion for, the achievement of the Aims and Objectives;
- 5.1.3 to be a good ambassador for the Board;
- 5.1.4 to attend Board meetings regularly, vote on items of business and make a positive contribution to the achievement of the Aims and Objectives;
- 5.1.5 to remain acquainted with emerging technologies and processes in the area of waste management; and
- 5.1.6 to act as an advocate for the Board in seeking any necessary approval from their Partner Authority to the draft Business Plan, the Annual Action Plan and decisions of the Board requiring ratification from their Partner Authority (provided always that the SWB Member approves the relevant document or decision subject to ratification).

6. MEETINGS OF THE BOARD

The provisions of **Appendix 3** shall apply to the conduct of meetings of the

Board and its sub- committees. In addition part I of Schedule 12 of the LGA 1972 (in so far as not contrary to the provisions of **Appendix 3**) shall apply to meetings of the Board.

7. RESPONSIBILITIES OF THE CHAIRMAN AND VICE-CHAIRMAN

7.1 The responsibilities of the Chairman are as follows:

7.1.1 to act as an ambassador for the Board and to represent the views of the Board to the general public and other organisations;

7.1.2 to ensure that the meetings of the Board are conducted efficiently and in accordance with the Standing Orders and Rules of Procedure;

7.1.3 to encourage the Board to delegate sufficient authority to the Managing Director and to other officers of the Single Client Group or the Administering Authority to enable the Board's functions and activities to be carried out efficiently between meetings of the Board;

7.1.4 together with the SMG to monitor and appraise the performance of the Managing Director;

7.1.5 to establish a constructive working relationship with, and to provide support for any sub- committees and to the Single Client Group or to the Administering Authority or any other officers to whom the Board have delegated any of its powers and functions;

7.1.6 to ensure that the Board monitors and controls the use of delegated powers; and

7.1.7 to liaise with the Administering Authority regarding the Board's meetings and the conduct of its business.

7.2 The role of the Vice-Chairman is to deputise for the Chairman during any period of the Chairman's absence or at other times as appropriate and his responsibilities shall be the same as those of the Chairman.

7.3 Except as provided by this Constitution, neither the Chairman nor the Vice-Chairman has any authority or powers beyond those of any other SWB Member.

8. DELEGATION TO SUB-COMMITTEES AND OFFICERS

8.1 The Board may arrange for any of its functions to be discharged in accordance with the provisions of the Scheme of Delegation.

8.2 The Board may appoint working groups consisting of SWB Members, officers from the Administering Authority (including of the Single Client Group) and officers of any of the Partner Authorities to consider specific matters and report back to the Board or any sub-committee with recommendations.

9. STRATEGIC MANAGEMENT GROUP

The roles and responsibilities of the SMG are set out in clause 10 of the Inter

10. BUSINESS PLAN

- 10.1 No later than 30 September in each year the Managing Director shall, having consulted with SMG, submit an outline draft Annual Business Plan to the Board in respect of the next ensuing five Financial Years (covering the next Financial Year and the following four Financial Years). The outline draft will indicate key changes and actions that might be undertaken in the period and included in the Annual Business Plan, so far as can be reasonably proposed at the time, and seek the views of the Board on these and any other potential areas of focus as may be proposed by members of the Board or Partner Authorities.
- 10.2 Subject to having considered any comments or suggested amendments from the Board, SMG and the Joint Scrutiny Panel and, having regard to the timetable in paragraph 10.3 below, the Managing Director shall submit to the Board the draft Business Plan in respect of the next ensuing five Financial Years (covering that Financial Year and the following four Financial Years) .
- 10.3 No later than 24 December in each year the Board shall consider the suitability of the draft Business Plan for the performance during the next five Financial Years of the functions and activities delegated to it by the Partner Authorities (together with the contractual commitments of the Partner Authorities under any relevant contracts including the Principal Contracts) in accordance with the Aims and Objectives and shall use its reasonable endeavours to approve the draft Business Plan (subject to such amendments as the Board may require) for consultation with the Partner Authorities.
- 10.4 No later than the first Friday in the February of each Financial Year each Partner Authority will submit a report to its elected members to obtain approval for the draft Annual Business Plan. In addition, each Partner Authority will provide any comments or proposed amendments to the draft Annual Business Plan to the Board.
- 10.5 No later than 28 February in each financial year the Board, having taken into consideration any comments or proposed amendments by the Partner Authorities, and subject to such further amendments as the Board may require, shall use its best endeavours to adopt the draft Business Plan as its approved Annual Business plan.
- 10.6 The Board shall perform the statutory functions delegated to it by the Partner Authorities and the activities referred to in **paragraph 2** in conformity with the approved Business Plan.
- 10.7 At any time within a Financial Year the Board may agree by a majority vote of the SWB Members a proposal to amend the Business Plan for that Financial Year to accommodate any unforeseen circumstances and to assist the Board in achieving the Aims and Objectives.

- 10.8 Where the Board is to consider amendments to the Business Plan in accordance with **paragraph** 10.5 above, the Managing Director shall forthwith notify the Chief Executive of each of the Partner Authorities of the proposed amendments. Each Partner Authority shall have a period of 20 Business Days from receipt of the proposed amendments in which to consider them and where a Partner Authority (acting reasonably) considers the proposed amendments to be a Material Change that Partner Authority shall forthwith (and in any event within five Business Days of expiry of the 20 Business Day notice period) notify the Managing Director that such amendments constitute a Material Change that requires the approval of the Partner Authority.
- 10.9 Where no Partner Authorities serve notice (in accordance with **paragraph** 10.6) on the Managing Director, the Board may implement such proposed amendments.
- 10.10 Where one or more of the Partner Authorities has notified the Managing Director that it considers the proposed amendments to be a Material Change, the Board shall not implement such proposed amendment unless and until the notifying Partner Authority has approved the proposed amendments and informed the Managing Director that it has approved such proposed amendments. Until such time as the proposed amendments have been approved, the current approved Business Plan (as may have been amended from time to time in accordance with this Constitution) shall apply. Partner authorities may make comments to the proposed amendments which do not constitute a material change and in these circumstances these comments will be considered by the Board.

11. ANNUAL BUDGET

- 11.1 The Board and the Partner Authorities will prepare the Annual Budget for each Financial Year in accordance with the following deadlines:
- 11.1.1 No later than 31 July in each Financial Year each Partner Authority will provide estimates of the additional number of residential properties included in the Council Tax base in its administrative area to the Treasurer, the Single Client Group and the Administering Authority;
- 11.1.2 No later than 30 September in each Financial Year the Treasurer will circulate to the Board and to the SMG member and s151 officer of each Partner Authority a draft Annual Budget in respect of the following Financial Year;
- 11.1.3 Subject to having considered any comments or suggested amendments from the Board, SMG, s151 officers and the Joint Scrutiny Panel, and any new information, the Treasurer shall, having regard to the timetable below, submit to the Board the draft Budget in respect of the following Financial Year.
- 11.1.4 No later than 24 December in each year the Board shall consider the suitability of the draft Budget and shall use its reasonable endeavours to approve the draft Budget (subject to such amendments as the Board may require) for consultation with the partner authorities.

- 11.1.5 No later than 1 December in each Financial Year each Partner Authority will provide confirmation of the actual number of additional residential properties included in the Council Tax base in its administrative area as at 1 December in that Financial Year to the Treasurer and the Single Client Group;
- 11.1.6 No later than the first Friday in the February of each Financial Year each Partner Authority will submit a report to its elected members to obtain approval for the draft Annual Budget and consider whether the draft Annual Budget should be included in its medium term financial plan. In addition, each Partner Authority will provide any comments or proposed amendments to the draft Annual Budget to the Board;
- 11.1.7 The Board shall use its best endeavours to approve the Annual Budget by no later than 28 February in each Financial Year.
- 11.2 If the Partner Authorities or the Board are unable to approve the draft Annual Budget for a Financial Year before 28 February in any year, the Board shall perform its delegated functions and activities set out in **paragraph 2** in conformity with the approved Annual Budget for the previous Financial Year subject to such adjustment for inflation, tax and prevalent demographic growth as required under the terms of the Principal Contracts and to meet any increased costs of employment of the existing Single Client Group, until such time as the Partner Authorities and Board can approve an Annual Budget.
- 11.3 At any time within a Financial Year the Board may agree by a majority vote amendments to the Annual Budget for that Financial Year to accommodate any unforeseen change in circumstances and/or to assist the Board in achieving the performance of its statutory functions and/or other activities in accordance with the Aims and Objectives.
- 11.4 Where the Board is to consider amendments in accordance with **paragraph 11.4** above, the Managing Director shall forthwith notify the Chief Executive of each of the Partner Authorities of the proposed amendments to the Annual Budget. Each Partner Authority shall have a period of 20 Business Days from receipt of the proposed amendments in which to consider them and to notify the Managing Director that such amendments require the approval of the Partner Authority.
- 11.5 Where no Partner Authorities serve notice (in accordance with **paragraph 11.5**) on the Managing Director the Board may implement such proposed amendment.
- 11.6 Where one or more of the Partner Authorities has notified the Managing Director that it needs to approve the proposed amendments, the Board shall not implement such proposed amendments unless and until the notifying Partner

Authority has approved the proposed amendments and informed the Managing Director that it has approved such proposed amendments.

- 11.7 The Partner Authorities shall each pay their contribution of the Annual Budget to the Administering Authority in accordance with clause 13 and schedule 5 of the Inter Authority Agreement.

12. AMENDMENTS TO THE CONSTITUTION

- 12.1 The Board may at any time by a unanimous vote propose to amend the Constitution.
- 12.2 Any of the Partner Authorities may, if it considers it appropriate to do so, propose amendments to the Constitution and submit any such proposals to the Board.
- 12.3 Where the Board proposes amendments in accordance with **paragraph 12.1** above or has been notified of a proposed amendment by a Partner Authority in accordance with **paragraph 12.2**, the Managing Director shall forthwith notify the Chief Executive of each of the Partner Authorities of the proposed amendments.
- 12.4 Each Partner Authority shall have a period of 20 Business Days from receipt of the proposed amendments in which to consider them and where a Partner Authority (acting reasonably) considers that the proposed amendments constitute a Material Change that Partner Authority shall forthwith (and in any event within 5 Business Days of expiry of the 20 Business Day notice period) notify the Managing Director that such amendments constitute a Material Change that requires the approval of the Partner Authority. Partner authorities may make comments to the proposed amendments which do not constitute a material change and in these circumstances these comments will be considered by the Board.
- 12.5 Where no Partner Authorities serve notice (in accordance with **paragraph 12.4**) on the Managing Director the Board may implement such proposed amendments.
- 12.6 Where one or more of the Partner Authorities has notified the Managing Director that it considers the proposed amendments constitute a Material Change, the Board shall not implement such proposed amendment unless and until the notifying Partner Authority has approved the proposed amendments and informed the Managing Director that it has approved such proposed amendments.
- 12.7 Where an amendment of the Constitution is implemented in accordance with **paragraph 12.5** or **paragraph 12.6** the Clerk shall forthwith circulate to each of the SWB Members each Partner Authority and to the Treasurer, Monitoring Officer and Managing Director an amended Constitution incorporating such amendments.

13. SCRUTINY ARRANGEMENTS

- 13.1 The decisions, actions and activities of the Board shall be subject to the formal

Scrutiny Arrangements of each Partner Authority.

- 13.2 Subject to paragraph 13.1 the Joint Scrutiny Panel may make recommendations to the Board or to individual partner authorities so far as they concern matters associated with the function or activities delegated to the Board.

14. CONDUCT AND EXPENSES OF SWB MEMBERS

- 14.1 SWB Members shall be subject to the code of conduct for elected members adopted by the Partner Authority that nominated them to be a SWB Member.
- 14.2 SWB Members shall be entitled to receive payment of their attendance expenses as a SWB Member in accordance with the LGA 1972 and their Partner Authority shall be responsible for such payments.

15. LIABILITY OF BOARD MEMBERS

A SWB Member shall have the same responsibilities and liabilities as those that apply when sitting on other committees and bodies as an appointed representative of his nominating Partner Authority.

16. CESSATION OF MEMBERSHIP OR DISSOLUTION OF THE BOARD

- 16.1 Any of the Partner Authorities may, on giving 12 months' written notice to the Managing Director, withdraw from membership of the Board.
- 16.2 Where any of the Partner Authorities does serve notice to withdraw from membership of the Board, the Partner Authorities shall cooperate and seek to agree the arrangements regarding the relevant Partner Authority's exit from the Board.
- 16.3 In the event of withdrawal from the membership of the Board by a Partner Authority the provisions of clause 14 of the Inter Authority Agreement shall apply.
- 16.4 If two or more Partner Authorities give notice of withdrawal from membership of the Board in accordance with **paragraph** 16.1 in the same Financial Year, the Board shall consider whether or not it is economic or practicable for the Board to continue to operate on behalf of the remaining Partner Authorities and shall make appropriate recommendations to the remaining Partner Authorities whether or not the Board should continue in operation and if so make recommendations as to any appropriate amendments required to the Constitution and the arrangements for the performance of the functions and activities of the Board.
- 16.5 In the event that the County Council ceases to be a member of the Board, the remaining Partner Authorities shall amend the Constitution or reconstitute the Board as necessary to give effect to the withdrawal of the County Council as a waste disposal authority.
- 16.6 A majority of the Partner Authorities may at any time (whether as a result of the

Board's recommendations under **paragraph** 16.4 or otherwise) agree (by formal resolutions by each of them) that the Board should be dissolved on a date not less than six months from the date of the decision to dissolve the Board.

16.7 In the event of a decision by the Partner Authorities to dissolve the Board the provisions of clause 15 of the Inter Authority Agreement shall apply.

16.8 If it is agreed by all of the Partner Authorities that another local authority should be permitted to join the Board, then pursuant to Regulation 11(2)(c) of the 2000 Regulations, the Board shall be dissolved with a view to a new board being established and a replacement constitution on similar terms to this Constitution (as varied by agreement of the proposed Partner Authorities) being completed.

17. THE SUPERVISION AND MONITORING OF THE ADMINISTERING AUTHORITY AND THE SINGLE CLIENT GROUP

17.1 The duties of the Administering Authority and the Single Client Group pursuant to clauses 5 and 8 of the Inter Authority Agreement are set out in **Appendix 4**.

17.2 The Board shall appoint the Managing Director through an appointment panel made up of SWB Members as agreed by the Board.

17.3 The Board shall receive regular reports from the Managing Director on the activities and performance of the Administering Authority (including the Single Client Group) in relation to their duties set out in clauses 5 and 8 of the Inter Authority Agreement. In addition, the SMG shall receive regular reports from the Managing Director on the activities and performance of the Single Client Group.

17.4 The Board shall also receive regular reports from the Treasurer and the Managing Director on the financial performance of the Board.

17.5 Copies of such reports and the decisions of the Board thereon shall be circulated to each of the Partner Authorities.

APPENDIX 1

Statutory functions and activities delegated to the Board Part I

The Board's functions shall comprise the statutory functions of each of the Partner Authorities under each of the following enactments (which for the avoidance of doubt shall include all subordinate legislation made under the relevant enactment):

1. Environmental Protection Act 1990 Part II s. 34, s34A, s.45, s45A, s.46A, s46B, s46C, s46D, s.47, s47ZA, s47ZB, s.48, s.51, s. 52, s.55, s59, s63A, s71, s73A;
2. Waste and Emissions Trading Act 2003 s.9, s.12,s.31; s.32;
3. Environment Act 1995 s.108, 108A, 109;
4. Refuse Disposal (Amenity) Act 1978 section 2(1)(b)
5. Local Government Act 1972 s.111, in so far as its use is calculated to facilitate or is incidental or conducive to the discharge of any of the functions referred to in paragraphs (a) to (h) of this Appendix;
6. Local Government Act 2000 s.2, in so far as its use relates to the promotion or improvement of the economic, social and/or environmental well-being of the whole of the County of Somerset or any part thereof in respect of matters directly related to the management or recycling of waste; and
7. Localism Act 2011 s.1, in so far as the use of the general power set out therein is calculated to facilitate the discharge of any of the functions referred to in Part II of this Appendix

Part II

In performance of the statutory functions referred to in Part I the Board shall also undertake the following activities on behalf of the Partner Authorities:

1. manage the Principal Contracts for the delivery of an integrated waste management service across the County of Somerset in so far as such service relates to all or any of the areas of the Partner Authorities through the Single Client Group;
2. supervise and monitor the Managing Director and the Administering Authority (including the Single Client Group) in the performance of their duties and functions under this Constitution;
3. approve and implement the Business Plan;
4. approve and implement the Annual Budget;
5. seek to influence and advise central government on waste and recycling policies;

6. commission research and associated public opinion surveys etc. on waste and recycling;
7. ensure that the legal and statutory functions delegated to it by the Partner Authorities are being discharged effectively;
8. liaise with the Managing Director to ensure that a strategic policy for waste and recycling across the County of Somerset is formulated and approved; and
9. assist the Partner Authorities in meeting their respective responsibilities (including but not limited to) under the:
 - (a) European Community Strategy for Waste Management 1989 (as reviewed in 1996);
 - (b) EU Directive 757 4427 EEC as amended by Directive 917 1567 EEC and adapted by Directive 967 3507 EEC on Waste (The Framework Directives on Waste);
 - (c) Environmental Protection Act 1990;
 - (d) Anti-Social Behaviour Act 2003;
 - (e) Clean Neighbourhoods and Environment Act 2005;
 - (f) Refuse Disposal (Amenity) Act 1978 (insofar as this relates to abandoned vehicles, public safety and amenity);
 - (g) Environmental Protection (Waste Recycling Payments) Regulations 1992 (as amended 1994);
 - (h) EU Landfill Directive (Council Directive 1993/317 EC);
 - (i) EU IPPC Directive (Council Directive 967 617 EC);
 - (j) Landfill Tax Regulations and the Finance Act 1996;
 - (k) Controlled Waste (England and Wales) Regulations 2012;
 - (l) Environmental Protection (Duty of Care) Regulations 1991;
 - (m) Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991;
 - (n) Environment Act 1995;
 - (o) Waste Emissions Trading Act 2003;
 - (p) Household Waste and Recycling Act 2003;
 - (q) EU Waste Electronic and Electrical Equipment Directive;
 - (r) Local Government Act 1999 (best value duty);
 - (s) Local Government Act 2003 (duties under the Code of Practice for Workforce Matters);
 - (t) Controlled Waste (Registration of Carriers and Seizure of Vehicles) (Amendment) Regulations 1998, SI 605;
 - (u) End-of-Life Vehicles Regulations 2003, SI 2635;

- (v) End-of-Life Vehicles (Producer Responsibility) Regulations 2005, SI 263;
- (w) Environmental Protection (Duty of Care) (England) (Amendment) Regulations 2003, SI 63;
- (x) The Waste (England and Wales Regulations) 2011 as amended

- (aa) EU Regulation on the Supervision and Control of Shipments of Waste 259/1993;
- (bb) EU Regulation laying down Health Rules concerning Animal By-Products not intended for Human Consumption 1774/2002;
- (cc) Waste Electrical and Electronic Equipment Regulations 2006, SI 3289;
- (dd) Waste Electrical and Electronic Equipment (Waste Management Licensing) (England and Wales) Regulations 2006, SI 3315;
- (ee) Waste Incineration (England and Wales) Regulations 2002, SI 2980;
- (ff) Waste Management (England and Wales) Regulations 2006, SI 937;
- (gg) Waste Management Regulations 1996, SI 634; and
- (hh) Pollution Prevention and Control Act 1999.
- (ii) The Waste (England and Wales) Regulations 2011 (as amended)
- (jj) The Hazardous Waste (England and Wales) Regulations 2005 (as amended)
- (kk) The Waste Electrical and Electronic Regulations 2013 (as amended)

APPENDIX 2

Aims and Objectives of the Somerset Waste Board

1. Each of the Partner Authorities recognise in particular the need to address central government and EU targets for recycling and recovery of waste and the promotion of sustainable development including the use of waste as a resource and waste minimisation.
2. Each of the Partner Authorities, in recognition of the need for delivering best value, promoting financial efficiency and effectiveness, and securing continuous improvement in the provision of waste management services, wish to:
 - 2.1 develop and deliver long term strategies in respect of the collection and disposal of waste;
 - 2.2 consider managing waste from outside Somerset if commensurate benefits accrue and such action has been approved by all of the Partner Authorities;
 - 2.3 be recognised as a leading provider of sustainable waste management services in the United Kingdom;
 - 2.4 procure services, facilities, assets and solutions to meet the current and future central government and European targets for recycling and recovery of waste;
 - 2.5 work together in a spirit of mutual trust, support and respect, and to ensure that when difficulties or differences of opinion arise they are addressed quickly, honestly and openly;
 - 2.6 share in a fair and equitable manner the costs and work included in achieving these Aims and Objectives;
 - 2.7 endeavour to fully engage all stakeholders and to maximise the benefits arising from the co- operation of the Partner Authorities through the Board and the contributions that each Partner Authority may be able to make through its participation in the Board; and
 - 2.8 provide a forum and mechanisms for ensuring that there is a coherent programme and organisational structure for waste management and for joint working.

APPENDIX 3

Provisions governing the conduct of meetings of the Board

1. At its AGM meeting the Board shall:
 - 1.1 elect from among the SWB Members the Chairman and Vice-Chairman for the next year by a simple majority of votes provided that if a deadlock occurs between two or more SWB Members a second secret ballot shall immediately be conducted for the election of the Chairman and Vice-Chairman;
 - 1.2 Review, as required, the Constitution, its Standing Orders, Rules of Procedure and Scheme of Delegation
 - 1.3 approve the schedule of meetings for the remainder of the year.
2. Subject to **paragraph** 5 of this Appendix 3 and paragraph 1.14 of Appendix 5 , and the need exceptionally to call additional meetings, the Board shall meet at least four times each year. The Chairman shall decide the venue, date and time of all meetings of the Board. Wherever practicable, at least 10 Business Days notice of such meetings shall be given to each SWB Member, the Managing Director, the Treasurer, the Monitoring Officer and to each of the Partner Authorities by the Clerk.
3. Meetings of the Board shall be open to the public and press except during consideration of items containing confidential or exempt information in accordance with the provisions of sections 100 to 100K of the LGA 1972; and reports to and the minutes of the Board shall (subject to the provisions of sections 100 to 100K of the LGA 1972) be available to the public and press as though they were the reports or minutes of a meeting of a Partner Authority.
4. Any SWB Member may requisition a meeting of the Board by giving notice of such requisition to the Chairman and to the Clerk. Immediately upon receipt of such requisition, the Chairman shall call a meeting of the Board in accordance with **paragraph** 2 of this Appendix 3 which shall be no later than 10 Business Days after the receipt by the Clerk of the notice of requisition.
5. The Standing Orders and Rules of Procedure shall be applicable to meetings of the Board. The Standing Orders and Rules of Procedure may only be amended or replaced if the amendment or replacement is agreed by not less than three-quarters of the SWB Members.
6. The quorum for a meeting of the Board shall be five SWB Members, which shall include at least one SWB Member appointed by each of three different Partner Authorities; no business may be transacted at a meeting of the Board unless a quorum is present.

7. If a quorum is not present within 30 minutes of the time set for the commencement of a meeting of the Board (or a quorum ceases to be present during a meeting) the meeting shall be adjourned to the same time and venue five Business Days later or to such other date, time and venue as the Chairman (or other person who is chairing the meeting) shall determine.
8. The Chairman or Vice-Chairman may be removed by a majority vote of all of the SWB Members present at a meeting of the Board subject to the Chairman or the Vice-Chairman being given the opportunity to address the meeting before the vote is taken to put his case as to why he should not be removed.
9. If the Chairman or the Vice-Chairman is removed by a majority vote of the Board or resigns or is otherwise unable to continue as Chairman or Vice-Chairman he may be replaced by the election of an SWB Member as Chairman or Vice-Chairman as the case may be by a majority vote of the Board (in accordance with the provisions of **paragraph 3** of this Appendix 3).
10. The Chairman shall normally preside at all meetings of the Board. If the Chairman is not present within 15 minutes of the time for the commencement of a meeting, or being present does not wish to preside or is unable to do so, then the Vice-Chairman shall preside at that meeting. If (in the event of the absence or non-availability of the Chairman) the Vice-Chairman is not present within 15 minutes of the time for the commencement of the meeting or does not wish to preside or is unable to do so, the meeting shall appoint another SWB Member to chair the meeting.
11. In the event of an equality of votes in relation to an agenda item at the first Board Meeting at which that agenda item is discussed, the person chairing that meeting shall not have a second or casting vote, if a vote to defer that agenda item ("**Deferral Vote**") is passed by a majority of the SWB Members present. In the event of a Deferral Vote the agenda item shall be deferred for a period of not less than five Business Days ("**Deferral Period**") and the Board Meeting shall be adjourned to a date beyond the expiry of the Deferral Period as determined by the person chairing the meeting. During the Deferral Period the SWB Members shall be able to consult their Partner Authorities and discuss the agenda item with other SWB Members. At the adjourned Board meeting the agenda item shall be discussed again and any written views received from Partner Authorities shall be reported to the Board for consideration by the meeting. If at the adjourned meeting there is an equality of votes in relation to that agenda item the person chairing that meeting shall have a second or casting vote.

APPENDIX 4

Roles and duties of the Administering Authority, the Single Client Group and the Strategic Management Group

1. THE ADMINISTERING AUTHORITY

- 1.1 The roles and duties of the Administering Authority as set out in clause 5 of the Inter Authority Agreement are to:
 - 1.1.1 arrange for the Single Client Group to discharge its roles and functions as set out in clause 8 of the Inter Authority Agreement;
 - 1.1.2 receive each Partner Authority's share of the Annual Budget calculated in accordance with the principles set out in Schedule 5 of the Inter Authority Agreement;
 - 1.1.3 make the payments due under the Principal Contracts;
 - 1.1.4 ensure that the Board operates in accordance with the Constitution and Standing Orders and Rules of Procedure including notifications for meetings of the Board;
 - 1.1.5 arrange for the Treasurer to promptly and diligently perform the role of accounting officer for all funds held on account of the Board and to make and provide all appropriate banking and accounting arrangements and services required for the due and proper receipt holding and application of such funds and to assist the Board in the discharge of its functions;
 - 1.1.6 arrange for the Monitoring Officer to promptly and diligently perform the role of monitoring officer in relation to the Board and to notify the monitoring officers of the other Partner Authorities should it appear to him at any time that any proposal decision or omission of the Board constitutes or may give rise to a contravention of any enactment or rule of law or maladministration under Part III of the Local Government Act 1974;
 - 1.1.7 subject to clause 4.4 of the Inter-Authority Agreement provide promptly and diligently such legal advice as requested by the Board from time to time;
 - 1.1.8 provide promptly and diligently such human resources advice and services as requested by the Board from time to time;
 - 1.1.9 provide promptly and diligently such additional administrative resources and office facilities that may be reasonably necessary to discharge the Board's functions;
 - 1.1.10 where agreed by the Board hold any capital assets in respect of the Principal Contracts and the Single Client Group on behalf of the Board and/or the Partner Authorities;
 - 1.1.11 be the contracting authority on behalf of the Board;
 - 1.1.12 to carry out any functions delegated to it by the Board; and
 - 1.1.13 instigate and defend legal proceedings on behalf of the Board, the other Partner Authorities (subject to obtaining the prior written consent of the relevant Partner

Authority(ies)) and itself as appropriate.

- 1.2 The Administering Authority shall be responsible for the appointment, employment and management of the staff of the Single Client Group (other than the Managing Director who shall be appointed by the Board in accordance with clause 5.5 of the Inter Authority Agreement) and for the payment of the salaries, wages, income tax, national insurance contributions, and all other payments and emoluments of such staff provided that such payments shall not, without the approval of the Board exceed the amount specified within the Annual Budget for such expenditure.
- 1.3 The Administering Authority shall provide such administrative resources and office facilities that may be reasonably necessary to enable the Single Client Group to carry out its functions and activities.
- 1.4 The Administering Authority shall be responsible for the employment of the Managing Director on such terms and conditions as agreed by the Board and the Administering Authority shall be responsible for the payment of the salary, wages, income tax, national insurance contributions, and all other payments and emoluments of the Managing Director provided that such payments shall not, without the approval of the Board exceed the amount specified within the Annual Budget for such expenditure.
- 1.5 The Administering Authority shall ensure that all contracts entered into by it on behalf of the Board shall contain provisions enabling them to be novated to all or any of the Partner Authorities, at no cost to the Partner Authorities other than reasonable legal costs incurred in completing such novations.

2. THE SINGLE CLIENT GROUP

- 2.1 The roles and duties of the Single Client Group as set out in clause 8 of the Inter Authority Agreement are to:
 - 2.1.1 monitor and manage the performance of the Principal Contracts;
 - 2.1.2 in conjunction with support provided by the Administering Authority to prepare monitor and control the progress of the Business Plan, Annual Action Plans and the Annual Budget to ensure they continue to fulfil business needs;
 - 2.1.3 advise the Board generally on waste management initiatives (both local and national) and the progress in delivering the Aims and Objectives;
 - 2.1.4 prepare reports and recommendations for consideration by the Board, support the setting of the strategic direction of the Board and the context within which services are developed, managed and operated;
 - 2.1.5 ensure that where any information is received from or requested by a supplier or contractor, the dissemination, collation and provision of information is effected within a timescale which is compatible with any time provisions detailed in the Principal Contracts and in any event as soon as is reasonably practicable;
 - 2.1.6 refer any requests from the contractors for a consent or approval to appropriate officers, the Board or the Managing Director as appropriate and then

communicate any decision back to the contractors. Such communications shall be within a timescale which is compatible with any time provisions detailed in the Principal Contracts and in any event as soon as reasonably practicable;

- 2.1.7 prepare and make recommendations to the Board on waste management issues involving central government and other external agencies;
- 2.1.8 provide a full assessment of the short, medium and long term financial, resource, service, legal and contractual implications of the waste management service for the Board, the Administering Authority and each Partner Authority;
- 2.1.9 prepare and submit for approval by the Board an annual internal audit plan. Regularly report on the findings of any audits undertaken to the Board and to the section 151 officers of all of the Partner Authorities; and
- 2.1.10 prepare a strategic risk register relating to the functions of the Board and regularly submit this, together with details of any mitigation actions implemented, to the Board.

3. THE STRATEGIC MANAGEMENT GROUP

- 3.1 The Partner Authorities agree that the SMG shall have the following role and responsibilities:
 - 3.1.1 to ensure that the legal duties and statutory functions of the Partner Authorities delegated to the Board in accordance with the Constitution are being discharged effectively in accordance with relevant legislation and with due economy, efficiency and effectiveness;
 - 3.1.2 to ensure that the duties of the Partner Authorities with respect to best value are complied with;
 - 3.1.3 to review each Business Plan and Annual Action Plan prepared by the Single Client Group and make recommendations for any changes it deems necessary (acting reasonably) in accordance with **paragraph 10** prior to submission to the Board for approval;
 - 3.1.4 to review the Annual Budget prepared by the Treasurer and where relevant make recommendations for any changes it deems necessary (acting reasonably) in accordance with **paragraph 11** before submission to the Board and each Partner Authority for approval;
 - 3.1.5 to consider the reports submitted by the Managing Director regarding the performance of the Board; and
 - 3.1.6 to review the effectiveness of the Board in:
 - (a) helping each Partner Authority to meet its statutory and local

targets; and

- (b) achieving efficiency savings on behalf of all of the Partner Authorities,

following which it shall report and, where appropriate, make recommendations to the Partner Authorities on the effectiveness of the Board and any changes or amendments necessary to improve the effectiveness of the Board.

4. ROLES OF THE OFFICERS TO THE BOARD

Clerk

The Partner Authorities agree that the role of the Clerk shall be to provide clerical and administrative support to the Board including, but not limited to, calling meetings of the Board, taking minutes at meetings and circulating agendas and minutes and other papers.

Treasurer

The Partner Authorities agree that the role of the Treasurer shall be to perform the role and functions as set out in the Inter Authority Agreement and in particular those duties set out in clauses 5.2.5, 16.1 to 16.4 of the Inter Authority Agreement.

APPENDIX 5

SWB Scrutiny Arrangements

- 1.1 The decisions made by the Board shall for the time being be subject to the Scrutiny Arrangements of each Partner Authority and each Partner Authority acknowledges the requirements in **paragraph** 1.8 below for cooperation between the respective Scrutiny Committees of each Partner Authority.
The potential for the establishment of formal joint scrutiny arrangements once permissible under legislation will be investigated by the Clerk for consideration by the Board and adoption following consultation with the Partner Authorities.
- 1.2 Any decision of the Board, except those agreed as urgent in accordance with **paragraph** 1.3 of this Appendix, shall not be implemented until the Scrutiny Arrangements of the Partner Authority whose membership has called in the decision or action has been completed.
- 1.3 Where the Board decides that a decision must be implemented without delay and as a matter of urgency any subsequent 'call in' of that decision should normally relate only to the process leading to the decision and not to the decision itself.
- 1.4 A summary record of decisions made by the Board will be made available to the public via the website of the Administering Authority within two Business Days of the decision being made. At the same time the Administering Authority will notify the summary record of decisions to all Partner Authorities for them to make available to their members as they see fit. The summary record will indicate which of the decisions are subject to the urgency provision and therefore are not available to be 'called in' prior to implementation.
- 1.5 All decisions of the Board (unless urgency is specified in accordance with **paragraph** 1.3 of this Appendix) to be subject to call-in within five Business Days of publication. If not called in during that period any decision shall then be available for implementation.
- 1.6 A call in of a decision should only be permitted if the decision directly affects the Partner Authority whose membership wishes to call it in.
- 1.7 The SWB Members and the relevant officers from each Partner Authority (including the officers of the Single Client Group employed by the Administering Authority) shall fully co-operate with the relevant Scrutiny Committee of any of the Partner Authorities. The Managing Director may identify the appropriate officer(s) to attend a scrutiny meeting. The SWB Chairman may nominate the SWB Member(s).
- 1.8 Where a decision is called in by more than one Partner Authority, each of the Scrutiny Committees of each of the Partner Authorities calling in the decision will be invited to meet jointly to hear evidence, views, options considered, reasons for decision and to ask questions of appropriate SWB Member(s) and officers of the Administering Authority (including of the Single Client Group) and others invited to participate.

- 1.9 After these “hearings”, each relevant Scrutiny Committee will meet separately to decide on what comment, view or recommendations (if any) it wishes to make to the Board.
- 1.10 Where the account to be given to the Scrutiny Committee requires the production of a report, then the SWB Member or officer concerned will be given sufficient notice to prepare the documentation.
- 1.11 A SWB member who is also a member of a Scrutiny Committee or a sub-committee of such a committee should regard himself as having a personal and a prejudicial interest if a Scrutiny Committee consideration relates to a decision made, or action taken, by the Board or any sub committee of the Board.
- 1.12 Any other SWB Member attending a scrutiny meeting for the purpose of answering questions or otherwise giving evidence relating to that decision or action should declare a personal interest.
- 1.13 Once it has formed recommendations on a call-in (or proposals for development in accordance with **paragraph** 1.16 of this Appendix) a Scrutiny Committee shall prepare a formal report and submit it for consideration by the Board.
- 1.14 The Board shall consider the report of a Scrutiny Committee at its next suitable meeting and shall issue a formal response to such a report.
- 1.15 The Clerk shall monitor the operation of the provisions relating to call-in and urgency annually, and submit a report to the Board with proposals for review if necessary.
- 1.16 A Scrutiny Committee should notify one of the SWB Members for his Partner Authority if it includes in its work programme any aspect of policy development or review relating to the work or functions of the Board.
- 1.17 Subject to the above paragraphs the partners may, without compulsion, appoint up to two members to an informal Joint Waste Scrutiny Panel, for the purpose of reviewing the draft annual business plan and any topic requested by the partners. The Joint Scrutiny Panel is not a formal scrutiny body as defined in paragraph 13.1 or within this Appendix but it may make recommendations to the Board or to individual partner authorities so far as they concern matters associated with the function or activities delegated to the Board.

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DATED

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SOMERSET COUNTY COUNCIL

and

MENDIP DISTRICT COUNCIL

and

SEDGEMOOR DISTRICT COUNCIL

and

SOUTH SOMERSET DISTRICT COUNCIL

and

SOMERSET WEST AND TAUNTON COUNCIL

INTER AUTHORITY AGREEMENT
relating to the Somerset Waste Board

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INTER-AUTHORITY AGREEMENT

DATE 30TH SEPTEMBER

2007

PARTIES

- (1) SOMERSET COUNTY COUNCIL of County Hall, Taunton, Somerset TA1 4DY (the "**County Council**"); and
- (2) MENDIP DISTRICT COUNCIL of Cannards Grave Road, Shepton Mallet, Somerset BA4 5BT ("**Mendip**"); and
- (3) SEDGEMOOR DISTRICT COUNCIL of Bridgwater House, King Square, Bridgwater, Somerset TA6 3AR ("**Sedgemoor**"); and
- (4) SOUTH SOMERSET DISTRICT COUNCIL of PO Box 25, The Council Offices, Brympton Way, Yeovil, Somerset BA20 2DS ("**South Somerset**"); and
- (5) SOMERSET WEST AND TAUNTON COUNCIL of The Deane House, Belvedere Road, Taunton, Somerset, TA1 1HE ("Somerset West and Taunton").

IT IS AGREED AS FOLLOWS:

RECITALS:

- (A) The County Council is the waste disposal authority for the County of Somerset under section 30(2) of the Environmental Protection Act 1990 and the other Partner Authorities are the waste collection authorities for their respective districts under section 30(3) of the Environmental Protection Act 1990.
- (B) The Partner Authorities wish to create a statutory joint committee to be known as the Somerset Waste Board to manage all waste collection and waste disposal services on behalf of the Partner Authorities and to improve the quality and efficiency of their waste collection, recycling, waste disposal and allied services.
- (C) The Partner Authorities have each agreed to form a joint committee under sections 101(5) and 102 of the Local Government Act 1972 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 (S.I. 2000 No. 2851) as amended by the Local Authorities (Arrangements for the Discharge of Functions) (England) (Amendment) Regulations 2001 (S.I. 2001 No. 3961) made under section 20 of the Local Government Act 2000 and any other enabling legislation.
- (D) The Partner Authorities wish to establish a clear and accountable framework under which they can work together in delivering their waste disposal and waste collection responsibilities and to promote the economic, environmental and social well-being of their respective areas. They wish to be able to respond in a more effective and co-ordinated way in relation to the development and implementation of the Joint Waste Management Strategy and to introduce and promote joint working arrangements that will be in the best interests of the Council Tax payers of the Partner Authorities.

- (E) Each of the Partner Authorities recognises in particular the need to address central government and European targets for waste minimisation, recycling and recovery of waste and the promotion of sustainable development including the use of waste as a resource.
- (F) The Partner Authorities have an aspiration to move towards the creation of a joint waste authority when legislation permits.
- (G) The Partner Authorities have each resolved to:
1. form the Board with effect from the date of this Agreement;
 2. delegate to the Board their statutory functions in relation to waste disposal or waste collection and the recycling of waste as set out in appendix 1 of the Constitution; and
 3. to agree the Constitution.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires:

"2000 Act"

means the Local Government Act 2000;

"2000 Regulations"

means the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 (S.I. 2000 No. 2851) as amended by the Local Authorities (Arrangements for the Discharge of Functions) (England) (Amendment) Regulations 2001 (S.I. 2001 No. 3961) made under Section 20 of the 2000 Act;

"Administering Authority"

means the authority referred to in **clause 5.1**;

"Agreement"

means this agreement (including its schedules);

"Aims and Objectives"

means the aims and objectives set out in appendix 2 to the Constitution;

"Annual Action Plan"

means a plan for the performance by the Board of its functions and activities in any Financial Year pursuant to paragraph 10 of the Constitution to be contained in the Business Plan prepared for that Financial Year and including an audit plan and risk register;

"Annual Budget"

means the annual budget of the Board for a Financial Year approved or amended by the Partner Authorities in accordance with **clause 12** and paragraph 11 of the Constitution;

"Authority"

means any Partner Authority;

"Best Value"

means the duty of best value authorities under section 3(1) of the Local Government Act 1999 to make arrangements to secure continual improvement in the way in which its functions are exercised having regard to economy, efficiency and effectiveness;

"Board"

means the joint committee established pursuant to **clause** 3.1 known as 'The Somerset Waste Board';

"Business Day"

means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;

"Business Plan"

means the rolling five year business plan approved by the Board from time to time in accordance with paragraph 10 of the Constitution together with the First Business Plan as set out in appendix 4 of the Constitution;

"CEDR"

means the Centre for Effective Dispute Resolution;

"Chief Executive"

means the Chief Executive or the head of paid service of the Partner Authority(ies);

"Clerk of the Board" or "Clerk"

means the clerk of the Board appointed pursuant to **clause** 4.1.1;

"Collection Contract"

means the contract for the collection and recycling of household waste for the County of Somerset to be entered into by the Administering Authority on behalf of the Board, and the Collection Contractor;

"Collection Contractor"

means ECT Recycling CIC (or such other contractor as may be appointed under the terms of the Collection Contract from time to time);

"Commencement Date"

means the date of this Agreement;

"Confidential Information"

means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1988;

"Constitution"

means the constitution of the Board as set out in **Schedule** 1 (The Constitution);

"Disposal Contracts"

means together the following contracts:

- (a) the core services contract;
- (b) the NWTF contract;
- (c) the tonnage agreement; and
- (d) the strategic partnering agreement,

entered into by the County Council and Viridor Waste Management Limited and dated 13 May 2006;

"DPA"

means the Data Protection Act 1998;

"EIR"

means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations;

"EPA 1990"

means the Environmental Protection Act 1990;

"Financial Year"

means a calendar year commencing on 1st April in any year;

"First Business Plan"

means the outline business plan for the first Financial Year of the operation of the Board contained in appendix 4 of the Constitution;

"FOI Act"

means the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such Act;

"Joint Waste Management Strategy"

means the joint municipal waste management strategy adopted by the Board from time to time as required under section 32 of the Waste and Emissions Trading Act 2003;

"Landfill Allowances Trading Scheme" or "LATS"

means the landfill allowances trading scheme established pursuant to the Waste and Emissions Trading Act 2003 and the Landfill Allowances and Trading Scheme (England) Regulations 2004;

"LGA 1972"

means the Local Government Act 1972;

"Managing Director"

means the head of the Single Client Group appointed by the Board pursuant to **clause 9** and paragraph 17.2 of the Constitution;

"Material Change"

means a change proposed to this Agreement or to the operation of the Board which a Partner Authority (acting reasonably) considers to be a material change to the nature or operation of the Board (including a change which has a material impact on service design or the cost of the services provided under the Principal Contracts) and which it considers must be subject to approval by elected members of the Partner Authority;

"Monitoring Officer"

means the officer appointed pursuant to **clause 4.1.3**;

"Partner Authority"

means any one of the County Council, Mendip, Sedgemoor, South Somerset and Somerset West and Taunton whilst ever they remain as Partner Authorities and such other local authorities which from time to time become Partner Authorities in accordance with **clause 14.5** and paragraph 16.8 of the Constitution;

"Personal Data"

means personal data as defined in the DPA which is supplied to a contractor by the Board, the Administrating Authority or a Partner Authority or obtained by a contractor in the course of performing services to the Board;

"Precept Dates"

means the dates set each year for payment of the Council Tax precept to the County Council;

"Principal Contracts"

means the Collection Contract and the Disposal Contracts and any contracts replacing such contracts and such other contracts as the Board may administer from time to time on behalf of the Partner Authorities;

"Prohibited Act"

means:

- (a) offering, giving or agreeing to give to any servant of a Partner Authority any gift or consideration of any kind as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement, the Principal Contracts or in relation to the operation and administration of the Board; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to this Agreement, the Principal Contracts or in relation to the operation and administration of the Board;
- (b) entering into this Agreement or any other contract with a Partner Authority or other public body relating to this Agreement or the Board in connection with which commission has been paid or has been agreed to be paid by a Partner Authority or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any

such contract for the payment thereof have been disclosed in writing to the other Partner Authorities;

- (c) committing any offence relating to this Agreement, the Principal Contracts or in relation to the operation and administration of the Board:
 - (i) under the Prevention of Corruption Acts 1889 -1916;
 - (ii) under the LGA 1972;
 - (iii) under legislation creating offences in respect of fraudulent acts; or
 - (iv) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with a Partner Authority; or
- (d) defrauding or attempting to defraud or conspiring to defraud a Partner Authority in relation to this Agreement, the Principal Contracts or in relation to the operation and administration of the Board;

"Review Notice"

means a notice served by any Partner Authority in accordance with **clause 20.1**;

"Review Report"

means a report of a review referred to in **clause 20.3**;

"Single Client Group" or "SCG"

means the group of officers employed by the Administering Authority appointed from time to time pursuant to **clause 8**;

"Standing Orders and Rules of Procedure"

means the standing orders and rules of procedure for meetings of the Board and its sub-committees together with the financial regulations and contract procedure rules for the Board (which shall be those of the Administering Authority), subject to such amendments or additions as the Board sees fit except amendments to the financial regulations and contract procedure rules which shall be those of the Administering Authority;

"Strategic Management Group" or "SMG"

means the group comprising the Directors of Environment (or equivalent) from the Partner Authorities formed in accordance with, and having the role and responsibilities set out in **clause 10**;

"SWB Member"

means a member of the Board nominated by a Partner Authority in accordance with paragraph 4 of the Constitution;

"Treasurer"

means the treasurer of the Board appointed pursuant to **clause 4.1.2**;

"TUPE"

means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time;

"VAT"

means value added tax;

"Workforce Code"

means the Annex D, the "Code of Practice on Workforce Matters in Local Authority Service Contracts", in "Best Value and Performance Improvement" (ODPM Circular 03/2003) (as the same may be amended, supplemented, replaced and/or reissued from time to time).

1.2 Interpretation

1.2.1 In this Agreement (unless the context requires otherwise):

- (a) references to clauses and schedules are to the clauses and schedules of this Agreement. Any reference to a sub-clause is to the relevant sub-clause of the clause in which it appears;
- (b) references to paragraphs and appendices are to the paragraphs and appendices of the Constitution;
- (c) the table of contents and headings are not part of this Agreement and are not to be taken into account in the interpretation of this Agreement;
- (d) the use of the masculine gender alone includes the feminine and neuter genders and the singular includes the plural and vice versa;
- (e) references to legislation (including subsidiary legislation), determinations, and directions include all amendments, replacements, or re-enactments thereof and all regulations, determinations, directions and statutory guidance made or given under them save that the treatment under this Agreement of any such amendment or modification that imposes any new or extended obligation or liability adversely affecting the parties or any of them shall be determined by the Board after consultation with the Partner Authorities, provided that where any Partner Authority (acting reasonably) considers such amendment or modification would result in a Material Change, the amendment or modification shall require the approval of the Partner Authority;
- (f) any reference to a requirement for "consent" or "approval" shall be taken to be the prior written consent or approval of the relevant person or body;
- (g) the terms "including" and "in particular" are illustrative only and are not intended and shall not limit the meaning of the relevant words that precede them;
- (h) the term "persons" means individuals, companies, industrial and provident societies, limited liability partnerships, statutory bodies, or other bodies with a legal personality and includes H.M. Government, government departments, and the European Union and its constituent parts; and
- (i) the Schedules to this Agreement are to have effect as if set out in full in the body of this Agreement and references to this Agreement include the Schedules.

1.2.2 The principles set out in this **clause** 1.2 shall be borne in mind and applied so far as appropriate in the interpretation of this Agreement and in the resolution of any disputes under this Agreement.

2. COMMENCEMENT AND DURATION

This Agreement and the rights and obligations of the Partner Authorities under this Agreement shall take effect on the Commencement Date and shall continue until terminated or they expire in accordance with **clause** 15.

3. FORMATION OF THE SOMERSET WASTE BOARD

3.1 The Partner Authorities have each agreed and resolved to form the Board with effect from the Commencement Date.

3.2 The Partner Authorities have each agreed and resolved that the Board should discharge their respective statutory functions with respect to waste disposal, waste collection and the recycling of waste which statutory functions are set out in appendix 1 part I of the Constitution.

- 3.3 In the performance of the statutory functions delegated to the Board the Partner Authorities hereby agree that the Board shall undertake on behalf of the Partner Authorities the activities set out in appendix 1 part II of the Constitution.
- 3.4 The Partner Authorities have agreed that the Board may perform all, or some of, its functions through contracts with third party contractors (including the Principal Contracts) and that the Administering Authority shall be a party to these contracts on behalf of the Board.
- 3.5 The Partner Authorities acknowledge that the powers, duties and functions of the waste disposal authority in respect of sections 6 to 8 of the Waste And Emissions Trading Act 2003 remain with the County Council, and that sections 9, 12, 31 and 32 have been delegated to the Board. In accordance with paragraph 2.7 of the Constitution and **clause** 13.8 and **Schedule** 5 (Budget and Cost Sharing Agreement) the Partner Authorities agree that the Single Client Group and the Board will work in close consultation with and support and advise the County Council with regard to trading under LATS. The County Council shall remain responsible for trading, liable for the purchase of allowances or payment of any penalties arising as a result of exceeding allowances and shall retain the benefit of any income received from trading under LATS, and will work in close consultation with and support and advise the Single Client Group and the Board with regard to the waste strategy implications of its trading activities and plans.
- 3.6 The Board shall operate and be governed in accordance with the Constitution as may be amended from time to time in accordance with paragraph 12 of the Constitution.
- 3.7 The Administering Authority shall procure that the Managing Director shall notify the Chief Executives of the Partner Authorities of any proposed amendments to the Constitution in accordance with paragraph 12.3 of the Constitution. Each Partner Authority shall consider any such proposed amendments in good faith and act reasonably in deciding whether or not any proposed amendments amount to a material change (as defined in the Constitution).
- 3.8 The Board shall continue in existence unless and until dissolved in accordance with **clauses** 7.3, or 15 or paragraph 16.6 of the Constitution.

4. ADMINISTRATIVE SUPPORT TO THE BOARD AND THE APPOINTMENT OF THE OFFICERS OF THE BOARD

Appointment

- 4.1 The Partner Authorities hereby agree with effect from the Commencement Date that:
 - 4.1.1 the Clerk of the Board shall be the 'Group Manager Democratic Services' of the Administering Authority for the time being, or such other officer as the Administering Authority shall determine having regard to the nature and responsibilities of the role;
 - 4.1.2 the Treasurer of the Board shall be the section 151 officer of the Administering Authority; and
 - 4.1.3 the Monitoring Officer of the Board shall be the Monitoring Officer of the Administering Authority.

Roles of the officers

- 4.2 The role of the Clerk shall be as set out in paragraph 4 of appendix 6 of the Constitution.
- 4.3 The role of the Treasurer shall be as set out in paragraph 4 of appendix 6 of the Constitution.

Administrative support to the Board

- 4.4 Legal advice and services shall be provided to the Board by the Administering Authority. In the event of conflict of interest or potential conflict of interest between the interests of the Board and the interests of the Administering Authority, the Board shall appoint the Head of Legal Services of one of the other Partner Authorities to advise and act on behalf of the Board.
- 4.5 Human resources advice and services shall be provided to the Board by the Administering Authority.
- 4.6 The Administering Authority shall provide or arrange such additional administrative services, resources and office facilities that may be reasonably necessary to enable the Single Client Group and the Board to discharge their roles and functions.
- 4.7 The costs of providing the above advice and services shall form part of the Annual Budget of the Board and shall be funded by the Partner Authorities in accordance with the principles set out in **Schedule 5** (Budget and Cost Sharing Agreement).

5. ROLE AND RESPONSIBILITIES OF THE ADMINISTERING AUTHORITY

- 5.1 The Partner Authorities agree that the County Council shall be the Administering Authority for the purposes of this Agreement until removed or replaced in accordance with **clause 7**.
- 5.2 The Administering Authority shall:
 - 5.2.1 arrange for the Single Client Group to discharge its roles and functions as set out in **clause 8**;
 - 5.2.2 receive each Partner Authority's share of the Annual Budget calculated in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement);
 - 5.2.3 make the payments due under the Principal Contracts;
 - 5.2.4 ensure that the Board operates in accordance with the Constitution and Standing Orders and Rules of Procedure including notifications for meetings of the Board;
 - 5.2.5 arrange for the Treasurer to promptly and diligently perform the role of accounting officer for all funds held on account of the Board and to make and provide all appropriate banking and accounting arrangements and services required for the due and proper receipt holding and application of such funds and to assist the Board in the discharge of its functions;

- 5.2.6 arrange for the Monitoring Officer to promptly and diligently perform the role of monitoring officer in relation to the Board and to notify the monitoring officers of the other Partner Authorities should it appear to him at any time that any proposal decision or omission of the Board constitutes or may give rise to a contravention of any enactment or rule of law or maladministration under Part III of the Local Government Act 1974;
 - 5.2.7 subject to **clause** 4.4, provide or arrange promptly and diligently such legal advice as requested by the Board from time to time;
 - 5.2.8 provide or arrange promptly and diligently such human resources advice and services as requested by the Board from time to time;
 - 5.2.9 provide or arrange promptly and diligently such additional administrative services, resources and office facilities that may be reasonably necessary to discharge the Board's functions;
 - 5.2.10 where agreed by the Board hold any capital assets in respect of the Principal Contracts and the Single Client Group on behalf of the Board and/or the Partner Authorities;
 - 5.2.11 be the contracting authority on behalf of the Board;
 - 5.2.12 to carry out any functions delegated to it by the Board; and
 - 5.2.13 instigate and defend legal proceedings on behalf of the Board, the other Partner Authorities (subject to obtaining the prior written consent of the relevant Partner Authority(ies)) and itself as appropriate.
- 5.3 The Administering Authority shall be responsible for the appointment, employment and management of the staff of the Single Client Group (save that the Managing Director shall be appointed by the Board in accordance with paragraph 17.2 of the Constitution) and for the payment of the salaries, wages, income tax, national insurance contributions, and all other payments and emoluments of such staff provided that such payments shall not, without the approval of the Board exceed the amount specified within the Annual Budget for such expenditure.
- 5.4 The Administering Authority shall provide such administrative services, resources and arrange or provide such office facilities that may be reasonably necessary to enable the Single Client Group to carry out its functions and activities.
- 5.5 The Administering Authority shall ensure that all contracts entered into by it on behalf of the Board shall contain provisions enabling them to be novated to all or any of the Partner Authorities, at no cost to the Partner Authorities other than reasonable legal costs incurred in completing such novations.

6. ROLE AND RESPONSIBILITIES OF THE PARTNER AUTHORITIES

- 6.1 Each Partner Authority acknowledges the role and responsibilities of the Administering Authority and each Partner Authority's obligations to share in good faith the costs of the Board in accordance with this Agreement and the Constitution.
- 6.2 The Partner Authorities acknowledge and agree that they shall promptly pay any money properly due in accordance with this Agreement and the Constitution (including but not limited to their contributions to the Annual Budget) to the Administering Authority.
- 6.3 Where any Partner Authority (acting in good faith) disputes all or any part of any sum due the undisputed amount of such sum shall be paid to the Administering Authority in accordance with

clause 13 and the principles set out in **Schedule 5** (Budget and cost sharing agreement) and the provisions of **clause 32** shall apply in respect of the disputed amount.

- 6.4 Following resolution of the dispute in question any amount agreed or determined to have been payable shall be paid forthwith to the Administering Authority together with any additional amount calculated in accordance with **clause 13.6**.
- 6.5 The Partner Authorities shall use all reasonable endeavours to make any decisions or ratify any decisions of the Board as required by this Agreement or the Constitution as soon as reasonably practicable.
- 6.6 Each Partner Authority shall consider any proposed amendments to the Business Plan (including the Annual Action Plan) under paragraph 10.7 of the Constitution in good faith and act reasonably in considering whether or not the proposed amendments amount to a material change (as defined in the Constitution) requiring the approval of the Partner Authority.
- 6.7 Each Partner Authority shall consider any such proposed amendments to the Annual Budget under paragraph 11.5 of the Constitution in good faith and act reasonably in considering whether or not to approve any proposed amendments.
- 6.8 Each Partner Authority shall grant to the Administering Authority leases and give consent to the grant of underleases to the Collection Contractor (in forms to be agreed by the relevant Partner Authority and the Administering Authority) of its respective depot(s) or part thereof as may be reasonably required by the Collection Contractor for the provision of the services under the Collection Contract and as agreed by the relevant Partner Authority acting reasonably and taking into account any other operational requirements for which the depot is or may be required.
- 6.9 The Partner Authorities shall comply with their obligations as set out in **Schedule 2** (Transition arrangements).

7. REPLACEMENT OR REMOVAL OF THE ADMINISTERING AUTHORITY

7.1 Resignation of the Administering Authority

- 7.1.1 The Administering Authority may upon giving at least one year's written notice to the Managing Director and to the Chief Executives of the other Partner Authorities resign from the position of Administering Authority.
- 7.1.2 The Partner Authorities shall upon receipt of such notice as soon as possible agree (in consultation with the Board) that one of the other Partner Authorities shall replace the resigning Administering Authority with effect from the expiry of such notice.
- 7.1.3 The provisions of **Schedule 3** (Change of Administering Authority) shall apply as to the novation of the Principal Contracts (but excluding the Disposal Contracts which shall remain with the County Council) and the arrangements for the transfer of the staff of the Single Client Group and all assets, property, rights and liabilities of the outgoing Administering Authority held by it or undertaken on behalf of the Board to the incoming Administering Authority.

7.2 Removal of the Administering Authority

- 7.2.1 If the Administering Authority:
- (a) commits a substantial or persistent breach of the terms of this Agreement or of the provisions of the Constitution; or
 - (b) fails to redress substantial or persistent under-performance of its duties under this Agreement or fails to meet the reasonable requirements of the Board; or

- (c) commits gross misconduct contrary to the provisions of local government legislation or contrary to proper practices and conduct,

a majority of the other Partner Authorities may terminate the appointment of the Administering Authority under this Agreement by not less than six months' written notice to the Administering Authority whereupon following the service of such notice, the other Partner Authorities shall as soon as possible agree (in consultation with the Board) that one of the other Partner Authorities shall take over the duties of the Administering Authority with effect from the date of expiry of such notice and the provisions of **Schedule 3** shall apply.

7.3 In the event that the Administering Authority has resigned or its appointment has been terminated (in accordance with this **clause 7**) and no other Partner Authority wishes to assume the role of the Administering Authority, the Partner Authorities shall be deemed to have agreed to the dissolution of the Board on the effective date of the resignation or termination and the provisions of **clause 15** and **Schedule 6** (Exit arrangements) shall apply.

8. THE SINGLE CLIENT GROUP

- 8.1 The Administering Authority shall establish the Single Client Group headed by the Managing Director to carry out on behalf of the Board the following activities:
 - 8.1.1 to monitor and manage the performance of the Principal Contracts;
 - 8.1.2 in conjunction with support provided by the Administering Authority to prepare monitor and control the progress of the Business Plan, Annual Action Plans and the Annual Budget to ensure they continue to fulfil business needs;
 - 8.1.3 to advise the Board generally on waste management initiatives (both local and national) and the progress in delivering the Aims and Objectives;
 - 8.1.4 prepare reports and recommendations for consideration by the Board, support the setting of the strategic direction of the Board and the context within which waste services are developed, managed and operated;
 - 8.1.5 ensure that where any information is received from or requested by a supplier or contractor under the Principal Contracts, the dissemination, collation and provision of information is effected within a timescale which is compatible with any time provisions detailed in the Principal Contracts and in any event as soon as is reasonably practicable;
 - 8.1.6 refer any requests from contractors for a consent or approval to appropriate officers, the Board or the Managing Director as appropriate and then communicate any decision back to the contractors under the Principal Contracts. Such communications shall be within a timescale which is compatible with any time provisions detailed in the Principal Contracts and in any event as soon as reasonably practicable;
 - 8.1.7 to prepare and make recommendations to the Board on waste management issues involving central government and other external agencies;
 - 8.1.8 to provide a full assessment of the short, medium and long term financial, resource, service, legal and contractual implications of waste management services for the Board, the Administering Authority and each Partner Authority; and
 - 8.1.9 prepare and submit for approval by the Board an annual internal audit plan. Regularly report on the findings of any audits undertaken to the Board and to the section 151 officers of all of the Partner Authorities; and

8.1.10 prepare a strategic risk register relating to the functions of the Board and regularly submit this, together with details of any mitigation actions implemented, to the Board.

8.2 The provisions of **Schedule 2** (Transition agreement) shall apply in relation to the transfer of staff, assets and equipment from the other Partner Authorities to the Administering Authority in respect of the establishment of the Single Client Group with effect from the Commencement Date.

9. THE MANAGING DIRECTOR

9.1 The Partner Authorities agree that the Managing Director shall be appointed by the Board in accordance with paragraph 17.2 of the Constitution and shall report to the Board.

9.2 The duties and functions delegated to the Managing Director shall be agreed by the Board in accordance with the scheme of delegation adopted by the Board in accordance with paragraph 8.1 of the Constitution.

10. STRATEGIC MANAGEMENT GROUP

10.1 The Partner Authorities shall with effect from the Commencement Date form the SMG.

10.2 The SMG shall meet as and when required and the Partner Authorities shall share (in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement) the administrative costs and arrangements required for the SMG.

10.3 The Partner Authorities agree that the SMG shall have the following roles and responsibilities:

10.3.1 to ensure that the legal duties and statutory functions of the Partner Authorities delegated to the Board in accordance with the Constitution are being discharged effectively in accordance with relevant legislation and with due economy, efficiency and effectiveness;

10.3.2 to ensure that the duties of the Partner Authorities with respect to Best Value are complied with including any duties under the Workforce Code;

10.3.3 to review each Business Plan and Annual Action Plan prepared by the Single Client Group and make recommendations for any changes it deems necessary (acting reasonably) in accordance with paragraph 10 of the Constitution prior to submission to the Board for approval;

10.3.4 to review the Annual Budget prepared by the Treasurer and where relevant make recommendations for any changes it deems necessary (acting reasonably) in accordance with paragraph 11 of the Constitution before submission to the Board and each Partner Authority for approval;

10.3.5 to consider the reports submitted by the Managing Director regarding the performance of the Board; and

10.3.6 to review the effectiveness of the Board in:

(a) helping each Partner Authority to meet its statutory and local targets; and

(b) achieving efficiency savings on behalf of all of the Partner Authorities,

following which it shall report and, where appropriate, make recommendations to the Partner Authorities on the effectiveness of the Board and any changes or amendments necessary to improve the effectiveness of the Board.

11. BUSINESS PLAN

- 11.1 The Partner Authorities acknowledge the requirements of paragraph 10 of the Constitution in respect of the preparation and agreement of the Business Plan and the Annual Action Plan.
- 11.2 The Partner Authorities shall comply with the requirements of paragraph 10 of the Constitution and provide such reasonable assistance as is necessary to each other, the Board and the Administering Authority to assist in delivering the Business Plan and the Annual Action Plan.

12. ANNUAL BUDGET

- 12.1 The Partner Authorities acknowledge the requirements of paragraph 11 of the Constitution in respect of the preparation and agreement of the Annual Budget.
- 12.2 The Partner Authorities shall comply with the requirements of paragraph 11 of the Constitution and provide such reasonable assistance as is necessary to each other, to the Board and to the Administering Authority to assist in preparing the Annual Budget.

13. CONTRIBUTIONS TO THE ANNUAL BUDGET AND TO THE BOARD'S COSTS BY THE PARTNER AUTHORITIES

- 13.1 The Partner Authorities shall contribute to the Annual Budget in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).
- 13.2 The amount of each Partner Authority's annual contribution towards the costs of the Board in any Financial Year shall be such amounts as shall be specified for that Partner Authority in the schedule of payments attached to the Annual Budget for that Financial Year.
- 13.3 Each Partner Authority shall pay to the Administering Authority on behalf of the Board monthly instalments each equal to one twelfth of the annual sum payable by it to the Board in accordance with this **clause 13** and **Schedule 5** (Budget and cost sharing agreement) on the Precept Dates.
- 13.4 Where any Partner Authority (acting in good faith) disputes all or any part of any sum due the undisputed amount of such sum shall be paid to the Administering Authority forthwith and the provisions of **clause 32** shall apply in respect of the disputed amount.
- 13.5 Following resolution of the dispute in question any amount agreed or determined to have been payable shall be paid forthwith to the Administering Authority together with the reasonable costs and compensation for any losses incurred by the Administering Authority calculated in accordance with **clause 13.6**.
- 13.6 In the event of any Partner Authority failing to make a payment under **clause 13.3** on the relevant Precept Date, it shall pay to the Administering Authority reasonable costs and compensation for any losses incurred by the Administering Authority in respect of the outstanding instalments such amount to be calculated on a daily basis (commencing from the first Business Day after the relevant Precept Date) for each day a Partner Authority is late in making such payment.
- 13.7 Before the start of each Financial Year, the Administering Authority shall issue to each Partner Authority an annual payment and invoicing schedule for the forthcoming Financial Year, identifying the twelve monthly payments due on the Precept Dates.
- 13.8 The County Council shall report the number of allowances bought and sold and financial details of all LATS trades to the Single Client Group and the Board.

- 13.9 The Partner Authorities agree to keep under review the structure of the payment of contributions under this Agreement to minimise any adverse VAT implications for any of the Partner Authorities.

14. CESSATION OF MEMBERSHIP

- 14.1 Any of the Partner Authorities can withdraw from membership of the Board in the manner set out in paragraph 16 of the Constitution.
- 14.2 In the event that a Partner Authority withdraws from the Board that Partner Authority shall continue to meet in full:
- 14.2.1 its contributions in respect of any period during which that Partner Authority was a member of the Board in accordance with **clause** 13 including any arrears of such contributions;
- 14.2.2 any additional contractual or other financial commitments and liabilities incurred by the Board on its behalf not covered within its contributions under **clause** 13; and
- 14.2.3 its ongoing contributions and liabilities in respect of the Principal Contracts as notified from time to time by the Administering Authority and shall remain subject to this Agreement in respect of such ongoing contributions and liabilities calculated in accordance with the principles set out in **Schedule** 5 (Budget and cost sharing agreement).
- 14.3 A Partner Authority withdrawing from the Board shall be entitled to receive its fair share of any assets held by or on behalf of the Board at the date of their withdrawal when those assets are realised or sold by or on behalf of the Board unless the remaining Partner Authorities decide to retain such assets in which event they shall compensate the withdrawing Authority for its share of the market value of such assets.
- 14.4 If more than one Partner Authority gives notice of withdrawal from membership of the Board in any Financial Year the provisions of paragraph 16.4 of the Constitution shall apply.
- 14.5 If it is agreed by all Partner Authorities that another local authority should be permitted to join the Board then pursuant to Regulation 11(2)(c) of the 2000 Regulations the Board shall be dissolved and this Agreement terminated with a view to a new Board being established and a replacement agreement on similar terms to this Agreement (as varied by agreement of the proposed Partner Authorities) being completed with effect from the date of termination of this Agreement.

15. DISSOLUTION OF THE BOARD

- 15.1 A majority of the Partner Authorities may at any time (whether as a result of the Board's recommendations or otherwise) agree (by formal resolutions by each of them) that the Board should be dissolved with effect six months from the date of the decision or the date on which the agreement referred to in **clause** 15.2 below is completed if later.
- 15.2 In the event of agreement that the Board should be dissolved or in the event of the termination of this Agreement in accordance with **clause** 31 the Partner Authorities shall (acting reasonably) negotiate and seek to agree and execute a legally binding agreement dealing with the novation or termination of the Principal Contracts (excluding the Disposal Contracts) and the allocation amongst the Partner Authorities of the property, assets, rights, staff and liabilities held or employed by the Administering Authority on behalf of the Board. Such agreement shall include, as a minimum, provisions to deal with the matters listed in **Schedule** 6 (Exit arrangements).

- 15.3 This Agreement shall terminate upon the relevant date the agreement entered into by the Partner Authorities in accordance with **clause** 15.2 above becomes legally binding or upon such date as the Partner Authorities agree unanimously that no further liabilities, assets or ongoing obligations, including those under the terms of the Principal Contracts, shall exist in relation to the Board.

16. ACCOUNTS, AUDIT AND REPORTING

- 16.1 The Administering Authority shall procure that the Treasurer shall maintain the accounts of the Board in accordance with the requirements of the Local Authorities (Accounts and Audit) Regulations 2003 and the Audit Commission Act 1998 and with the requirements of relevant central government departments, H.M. Revenue and Customs and all other applicable requirements.
- 16.2 The Administering Authority shall procure that the accounts of the Board shall be audited annually in accordance with the requirements of the Audit Commission Act 1998 and the Local Authorities (Accounts and Audit) Regulations 2003 by the external auditor appointed by the Audit Commission.
- 16.3 The Administering Authority shall procure that the Treasurer shall ensure that all financial statements including information relating to group accounts and audit reports (where applicable) shall be submitted to the Board for approval and copies shall be provided to the section 151 officer of each Partner Authority by no later than 15 May in each Financial Year in respect of the un-audited accounts and by no later than 31 August in each Financial Year in respect of the audited accounts.
- 16.4 The Administering Authority shall procure that the Treasurer shall provide sufficient financial information to the section 151 officer of each Partner Authority to enable each Partner Authority to report on the financial status of the Board against the relevant Annual Budget.

17. ARRANGEMENTS INSURANCE, INDEMNITIES AND CONDUCT OF CLAIMS

Indemnities

- 17.1 Excluding any liabilities in respect of the Collection Contract (which shall be subject to **clause** 19.5) insofar as the Administering Authority shall perform its obligations and functions as Administering Authority in accordance with the provisions of this Agreement, the Partner Authorities hereby agree to be bound by and comply with any or all outcomes of the exercise of such obligations and functions and each Partner Authority hereby undertakes to pay to the Administering Authority its appropriate share of any additional costs, contributions to claims or liabilities which may arise as a result of the performance by the Administering Authority of its obligations under this Agreement in accordance with the principles set out in **Schedule** 5 (Budget and cost sharing agreement).
- 17.2 Each of the Partner Authorities shall indemnify the others of them from and against any damages or awards (including legal expenses on an indemnity basis) paid by them to their employees or their personal representatives or to third parties in settlement of any claims arising from a breach by that Partner Authority of this Agreement, negligence of that Partner Authority or its employees or agents acting in the course of their employment, damage to real and personal property or injury to persons including injury resulting in death.
- 17.3 Neither the Administering Authority nor any other Partner Authority shall be responsible or obliged to indemnify any other Partner Authority for:

- 17.3.1 any liability which arises as a direct result of a Partner Authority acting on the instructions of the Partner Authority claiming under any indemnity in this Agreement (to the extent that the other Partner Authority is entitled to give such instructions); or
- 17.3.2 any injury, loss, damage, cost and expense caused by the negligence, wilful misconduct or a breach of this Agreement by the Partner Authority claiming under any indemnity in this Agreement or an agent, contractor or employee of that Partner Authority.
- 17.4 None of the Partner Authorities shall be liable in tort to any other or others of the Partner Authorities for any negligent act or omission of that other Partner Authority or those other Partner Authorities relating to this Agreement and the only remedy of such other Partner Authority or Authorities is under this Agreement. Each Partner Authority shall use reasonable endeavours to procure that no agent, contractor or employee of it brings a claim in tort or otherwise against any of the other Partner Authorities.
- 17.5 Any indemnity under this **clause** 17 shall be without prejudice to any indemnity by the same Partner Authority under any other provision of this Agreement.
- 17.6 None of the indemnities under this Agreement shall apply, and there shall be no right to claim damages for breach of this Agreement whatsoever to the extent that any loss claimed is for loss of profits, loss of use, loss of production, loss of business or loss of business opportunity or is a claim for consequential or for indirect loss of any nature allegedly suffered by any Partner Authority.

Insurance

- 17.7 The Administering Authority shall take out and maintain the following insurances (or make suitable provision to self-insure) in respect of the employees, premises and equipment allocated to the Single Client Group:
- 17.7.1 public liability insurance;
- 17.7.2 employees liability insurance;
- 17.7.3 buildings and/or contents insurance; and
- 17.7.4 any other insurances required by law or agreed by the Board to be appropriate.
- 17.8 In relation to the insurances referred to in **clause** 17.7:
- 17.8.1 the interests of the other Partner Authorities shall be noted on the policies;
- 17.8.2 none of the Partner Authorities shall take any action or fail to take any action nor allow anything to occur which would entitle an insurer to refuse a claim under any of the insurance policies or which may render such a claim wholly or partially repayable; and
- 17.8.3 the Administering Authority shall provide on request to the other Partner Authorities copies of insurance policies referred to in this **clause** 17.7 and evidence of the payment of the premiums and that the insurances are in full force and effect.
- 17.9 The Administering Authority may (subject to the prior agreement of the Board and the other Partner Authorities) decide to self insure in respect of any risks or interest as defined and agreed by the Board and the other Partner Authorities on the basis that the Partner Authorities through their funding of the Board under this Agreement shall meet that liability as if the Board were an insurer of such risks or interest.
- 17.10 Each Partner Authority shall assist each of the other Partner Authorities in respect of the insurance requirements and obligations in this Agreement.

Conduct of claims

- 17.11 This **clause** 17.11 shall apply to the conduct, by a Partner Authority from whom an indemnity is sought under this Agreement, of claims made by a third person against a Partner Authority having (or claiming to have) the benefit of the indemnity. The Partner Authority having, or claiming to have, the benefit of the indemnity is referred to as the "**Beneficiary**" and the Partner Authority giving the indemnity is referred to as the "**Indemnifier**". Accordingly:
- 17.11.1 if the Beneficiary receives any notice, demand, letter or other document concerning any claim for which it appears that the Beneficiary is, or may become entitled to, indemnification under this Agreement, the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable having regard to any timescale imposed by a notice, demand, letter or any other form of document received by the Beneficiary;
- 17.11.2 subject to **clauses** 17.11.3, 17.11.4 and 17.11.5 below, on the giving of a notice by the Beneficiary pursuant to **clause** 17.11.1 above, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of at least half of the liability arising out of the claim, the Indemnifier shall (subject to providing the Beneficiary with an indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action (over and above those which the Beneficiary would otherwise have borne if the Indemnifier had no entitlement to conduct the relevant claim) be entitled to dispute the claim in the name of the Beneficiary at the Indemnifier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations. The Beneficiary shall give the Indemnifier all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- 17.11.3 with respect to any claim conducted by the Indemnifier pursuant to **clause** 17.11.2 above:
- (a) the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the claim;
 - (b) the Indemnifier shall not bring the name of the Beneficiary into disrepute; and
 - (c) the Indemnifier shall not pay or settle such claims without the prior consent of the Beneficiary, such consent not to be unreasonably withheld or delayed;
- 17.11.4 the Beneficiary shall be free to pay or settle any claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Agreement if:
- (a) the Indemnifier is not entitled to take conduct of the claim in accordance with **clause** 17.11.2 above; or
 - (b) the Indemnifier fails to notify the Beneficiary of its intention to take conduct of the relevant claim within 20 Business Days of the notice from the Beneficiary under **clause** 17.11.2 above or notifies the Beneficiary that it does not intend to take conduct of the claim; or
 - (c) the Indemnifier fails to comply in any material respect with the provisions of **clause** 17.11.3 above;
- 17.11.5 the Beneficiary shall be free at any time to give notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which **clause** 17.11.2 above applies. On receipt of such notice the Indemnifier shall promptly take all steps necessary to transfer the conduct of such claim to the Beneficiary, and shall provide to the Beneficiary all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim. If the Beneficiary gives any notice pursuant to this **clause** 17.11.5 then the Indemnifier shall be released from any liability under its indemnity under **clause** 17 (as the case may be) and,

without prejudice to any accrued liabilities, any liability under its indemnity given pursuant to **clause** 17.11.2 in respect of such claim;

- 17.11.6 if the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the Beneficiary shall forthwith repay to the Indemnifier whichever is the lesser of:
- (a) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out of pocket costs and expenses properly incurred by the Beneficiary in recovering the same; and
 - (b) the amount paid to the Beneficiary by the Indemnifier in respect of the claim under the relevant indemnity; and
- 17.11.7 any body taking any of the steps contemplated by **clauses** 17.11.2 to 17.11.5 shall comply with the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement.

18. THE DISPOSAL CONTRACTS

- 18.1 The Administering Authority shall be responsible for the management, monitoring and administration of the Disposal Contracts.
- 18.2 The Partner Authorities acknowledge the provisions of paragraph 2.5 of the Constitution that the Board shall not make any decisions the effect of which would be to put the Administering Authority in breach of the Principal Contracts.
- 18.3 The Partner Authorities acknowledge that any decision by the Board which puts the Administering Authority in breach of the Disposal Contracts shall not be effective and that any costs or losses incurred by the Administering Authority arising from any decision of the Board which puts the Administering Authority in breach of the Disposal Contracts shall be apportioned between the Partner Authorities in accordance with the principles set out in **Schedule** 5 (Budget and cost sharing agreement).
- 18.4 In the event of the replacement or removal of the County Council as Administering Authority in accordance with **clause** 7, the Disposal Contracts shall not be novated or assigned and the County Council shall retain all its obligations, benefits and liabilities under the Disposal Contracts.

19. COLLECTION CONTRACT

- 19.1 The Administering Authority shall enter into the Collection Contract on behalf of the Board and each of the other Partner Authorities.
- 19.2 Each Partner Authority acknowledges that it accepts the terms of and agrees to be bound by the Collection Contract.
- 19.3 The Partner Authorities agree that the provisions of this **clause** 19 and **Schedule** 7 (Collection Contract) shall apply in respect of the administration of the Collection Contract.
- 19.4 The Administering Authority shall (acting as a reasonable local authority) administer the Collection Contract in accordance with its terms.

- 19.5 The Administering Authority shall indemnify the other Partner Authorities in respect of any claims, losses or liabilities incurred by a Partner Authority as a result of the Administering Authority:
- 19.5.1 wilfully breaching the terms of the Collection Contract;
 - 19.5.2 negligently administering the Collection Contract;
 - 19.5.3 failing to act as a reasonable local authority in administering the Collection Contract; and/or
 - 19.5.4 wilfully failing to ensure that the information compliance and enforcement requirements necessary for the Partner Authorities to meet their obligations under the Workforce Code are met.
- 19.6 Each of the other Partner Authorities hereby undertakes to pay to the Administering Authority its appropriate share of any additional costs, contributions to claims or liabilities which may arise as a result of the performance by the Administering Authority of its obligations under the Collection Contract in accordance with **clause 13** and the principles set out in **Schedule 5** (Budget and cost sharing agreement).
- 19.7 The Partner Authorities agree that any decision taken by the Board which puts the Administering Authority in breach of the Collection Contract shall not be implemented and that in the event that any costs or losses are incurred by the Administering Authority (arising from any decision of the Board which puts the Administering Authority in breach of the Collection Contract) they shall be apportioned between the Partner Authorities in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).

20. REVIEW OF AGREEMENT

- 20.1 At any time any one or more of the Partner Authorities may seek a review of this Agreement and the operation of the Board and its performance of its functions and activities by giving notice thereof to the other Partner Authorities and to the Managing Director.
- 20.2 A meeting of the SMG shall be convened within 20 Business Days from the date of service of the Review Notice and the SMG in consultation with the Partner Authorities shall determine the terms of reference of the review and the person or persons (which may include members of the SMG or one or more of the Chief Executives) by whom it is to be conducted and the timescale for its completion.
- 20.3 On production of the Review Report copies thereof shall be supplied to the Board and each of the Partner Authorities for them to comment thereon in accordance with such reasonable timescale as the SMG shall decide.
- 20.4 On receipt of comments from each of the Partner Authorities within the timescale referred to in **clause 20.3** (or any extension thereof agreed by or on behalf of the SMG), the Board shall meet to consider the content and recommendations of the Review Report in the light of the comments received from the Partner Authorities and determine the amendments (if any) it recommends should be made to this Agreement or to the operation of or the services managed by the Board and report to the Partner Authorities with its recommendations.
- 20.5 Where the Board proposes any amendments in accordance with **clause 20.4** above, the Managing Director shall forthwith notify the Chief Executive of each of the Partner Authorities of such proposal. Each Partner Authority shall have a period of 25 Business Days from receipt of the proposal in which to consider it and where a Partner Authority (acting reasonably) considers the proposed amendment is a Material Change it shall forthwith notify the Managing Director.

- 20.6 Where no Partner Authorities serve notice (in accordance with **clause 20.5**) on the Managing Director, the Board may implement such proposed amendment, acting on behalf of and with the authority of the Partner Authorities. Provided that where the proposed amendment involves a variation to this Agreement it shall require the written approval of all of the Partner Authorities in accordance with **clause 30**.
- 20.7 Where one or more of the Partner Authorities has notified the Managing Director that it considers the proposed amendment is a Material Change under **clause 20.5**, the Board shall not implement such amendment unless and until each notifying Partner Authority has approved the proposed amendment and informed the Managing Director that it has approved such proposed amendment or not.

21. CONFIDENTIALITY

Confidentiality

- 21.1 Without prejudice to **clause 21.2** and subject to **clauses 21.4 to 21.8**, each Partner Authority shall during the currency of this Agreement and at all times following termination keep private and confidential and shall not use or disclose (whether for its own benefit or that of any third party) save as provided by this Agreement any confidential information about the business of or belonging to any other Partner Authority or any party to the Principal Contracts or other contract entered into on behalf of the Board which has come to its attention as a result of or in connection with this Agreement or the functions or operation of the Board provided always that this obligation shall not relate to any such information which:
- 21.1.1 comes into the public domain or is subsequently disclosed to the public (other than through default on the part of the relevant Partner Authority or any other person to whom the Partner Authority is permitted to disclose such information under this Agreement); or
- 21.1.2 is required to be disclosed by law (including, but not limited to, any request of or inquiry by the Information Commissioner); or
- 21.1.3 was already in the possession of the Partner Authority (without restrictions as to its use) on the date of receipt.
- 21.2 Each Partner Authority shall be entitled to use or disclose any confidential information about the content or operation of this Agreement insofar as this is reasonably necessary for the discharge of that Partner Authority's functions.
- 21.3 Each Partner Authority acknowledges that any other of the Partner Authorities may be obliged to disclose information relating to this Agreement pursuant to a request for such information made by a third party under the FOI Act or the EIR as the case may be (a "**Request**").
- 21.4 Where a Partner Authority (the "**Requesting Party**") receives a Request in relation to information in another Partner Authority's possession, the Requesting Authority shall notify the relevant Partner Authority (the "**Receiving Party**") in writing of the Request and the Receiving Party shall provide that Requesting Party at no charge with any information which is in the Receiving Party's possession and such other assistance as the Requesting Party may reasonably require which is needed from the Receiving Party to enable it to respond to the Request.
- 21.5 Where a Requesting Party requires information from a Receiving Party as envisaged by **clause 21.4**, the Requesting Party shall notify the Receiving Party in writing as soon as possible, after receiving the Request, of the information and/or assistance required, the form in which it should be provided and the date by which it is needed. The Receiving Party shall provide the information to the Requesting Party in accordance with the Requesting Party's notice. The

Receiving Party shall notify the Requesting Party forthwith if it does not hold the requested information.

- 21.6 The Partner Authorities shall not disclose any information relating to this Agreement or the Principal Contracts that it considers in its unfettered discretion, is exempt as described in Part II of the FOI Act or Part II of the EIR (as the case may be).
- 21.7 A Receiving Party shall not respond directly to any Request notified to it pursuant to **clause** 21.4 unless expressly authorised to do so by the Requesting Partner.
- 21.8 A Requesting Party shall notify the Receiving Authority as soon as practicable but in any event within five Business Days of receiving the Request.
- 21.9 A Partner Authority shall inform the other Partner Authorities in writing as soon as reasonably practicable (and in any event within five Business Days) whenever it receives a Request relating to this Agreement setting out:
- 21.9.1 the nature of the Request;
 - 21.9.2 where possible, the identity of the person making the Request;
 - 21.9.3 what information relating to this Agreement is covered by the Request;
 - 21.9.4 whether and to what extent the relevant Partner Authority intends to disclose the information requested (including the intention to disclose any information relating to this Agreement); and
 - 21.9.5 a reasonable timescale in which the other Partner Authorities may make any representations to the Partner Authority receiving the Request.
- 21.10 Subject to **clauses** 18.3 and 19.7, a Partner Authority shall not be responsible to the other Partner Authorities for any loss, damage, harm or detriment howsoever caused, arising from or in connection with the disclosure of any information in respect of any Request.

Announcements

- 21.11 Subject to the terms of this Agreement, a Partner Authority shall not make any public statement or issue any press release or publish any other public document relating to, connected with or arising out of this Agreement or the matters contained therein without obtaining the other Partner Authorities' prior approval as to the contents thereof and the manner of its presentation and publication.
- 21.12 The provisions of this **clause** 21 shall survive termination or expiry of this Agreement.

22. EQUAL OPPORTUNITIES

- 22.1 The Board shall adopt a policy to comply with its statutory obligations under the Race Relations Act 1976 (as amended), the Sex Discrimination Act 1975 (as amended), the Disability Discrimination Act 1995 (as amended), the Equality Act 2006, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Sex Discrimination) Regulations 2005, the Employment Equality (Age) Regulations 2006, or any other relevant legislation relating to discrimination in the employment of employees and accordingly will not unlawfully treat one group of people less favourably than others because of their colour, race, disability, sex, sexual orientation, nationality, ethnic origin or age in relation to decisions to recruit, train, promote, discipline or dismiss its personnel.

- 22.2 In the event of any finding of unlawful discrimination being made against the Board, the Administering Authority or a contractor of the Administering Authority in respect of any matter relating to this Agreement by any court or industrial tribunal, or of any adverse finding in any formal investigation by the Commission for Equality and Human Rights the Administering Authority shall inform the other Partner Authorities of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- 22.3 The Board or as the case may be the Administering Authority shall, on request, provide the other Partner Authorities with details of any steps taken under **clause** 22.2.
- 22.4 The Board or, as the case may be, the Administering Authority shall set out its policy on the prevention of unlawful discrimination:
- 22.4.1 in instructions to those concerned with recruitment, training and promotion;
- 22.4.2 in documents available to its personnel, recognised trade unions or other representative groups of its personnel; and
- 22.4.3 in recruitment advertisements and other literature.
- 22.5 The Board or as the case may be the Administering Authority shall observe as far as possible, and at least in accordance with the Administering Authority's published criteria, the Code of Practice relevant to employment matters issued by the Commission for Equality and Human Rights (or its predecessor organisations).
- 22.6 The Board or as the case may be the Administering Authority shall provide such information as the other Partner Authorities may reasonably request for the purpose of assessing the compliance of the Board or as the case may be the Administering Authority with this **clause** 22.
- 22.7 The Board or as the case may be the Administering Authority shall procure that any contractors or sub-contractors (including the contractors and sub-contractors under the Principal Contracts) providing services to the Partner Authorities comply with the obligations set out in **clauses** 22.1 and 22.3 to 25.5 (inclusive).

23. LOCAL COMMISSIONER

- 23.1 Where any investigation by the Commission for Local Administration in England takes place the Partner Authorities shall:
- 23.1.1 provide any information requested in the timescale allotted;
- 23.1.2 attend any meetings as required and permit their personnel so to attend;
- 23.1.3 promptly allow access to and investigation of any documents deemed to be relevant;
- 23.1.4 allow themselves and any employee deemed to be relevant to be interviewed;
- 23.1.5 allow themselves and any employee to appear as witnesses in any ensuing proceedings; and
- 23.1.6 co-operate fully and promptly in every way required by the Commission during the course of that investigation.

24. DATA PROTECTION

- 24.1.1 In relation to all Personal Data, the Board, the Administering Authority and the other Partner Authorities shall at all times comply with the DPA as a data controller if necessary, including

maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with this Agreement.

24.1.2 The Board or as the case may be the Administering Authority and the other Partner Authorities shall only undertake processing of Personal Data reasonably required in connection with this Agreement and shall not transfer any Personal Data to any country or territory outside the EEA.

24.1.3 The Board, the Administering Authority and the other Partner Authorities shall not disclose Personal Data to any third parties other than:

(a) to the other Partner Authorities to whom such disclosure is reasonably necessary in order for the other Partner Authorities to carry out their obligations under this Agreement; or

(b) to the extent required under a court order,

provided that disclosure under **clause** 24.1.3(a) is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this **clause** 24 and that the Board, the Administering Authority and the other Partner Authorities shall give notice in writing to the other Partner Authorities of any disclosure of Personal Data which any Partner Authority is required to make under **clause** 24.1.3(b) immediately upon becoming aware of such a requirement.

24.1.4 The Board, the Administering Authority and the other Partner Authorities shall bring into effect and maintain all technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including taking reasonable steps to ensure that staff who have access to the Personal Data are adequately trained and competent.

24.2 Indemnity

Each of the Partner Authorities shall indemnify and keep indemnified the other Partner Authorities against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by them in respect of any breach of this **clause** 24 by any act or omission of that Partner Authority.

25. WAIVER AND SEVERABILITY

25.1 Waiver

25.1.1 No term or provision of this Agreement shall be considered as waived by any Partner Authority unless a written waiver is given by that Partner Authority.

25.1.2 No waiver under **clause** 25.1.1 shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Agreement unless (and then only to the extent) expressly stated in that waiver.

25.2 Severability

If any term, condition or provision of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this Agreement.

26. NO PARTNERSHIP

- 26.1 Nothing in this Agreement is to constitute or be deemed a partnership within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other legislation concerning partnerships or limited liability partnerships.
- 26.2 None of the Partner Authorities shall hold itself out as the agent of any one or more of the other Partner Authorities or to have any authority to bind any one or more of the other Partner Authorities except to the extent that this Agreement expressly provides otherwise.

27. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

28. ENTIRE AGREEMENT

Except where expressly provided in this Agreement, this Agreement constitutes the entire agreement between the Partner Authorities in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement.

29. EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE

- 29.1 Nothing in this Agreement is to require any of the Partner Authorities to act in any way that is inconsistent with its obligations or duties as a local authority.
- 29.2 Each of the Partner Authorities undertakes (subject to **clause** 29.1) to do all things and execute all further documents that may reasonably be required by one or more of the other Partner Authorities to give effect to this Agreement.

30. VARIATIONS

Subject to the express provisions of this Agreement, no variation of this Agreement will be valid or effective unless agreed unanimously by the Partner Authorities and recorded in writing.

31. PREVENTION OF CORRUPTION

31.1 Corrupt gifts and fraud

Each Partner Authority warrants that in entering into this Agreement it has not committed any Prohibited Act.

31.2 Termination for corrupt gifts and fraud

- 31.2.1 If a Partner Authority or a SWB Member (or anyone employed by or acting on behalf of any of them) or any of its or their agents commits any Prohibited Act, then any Partner Authority shall be entitled to act in accordance with the provisions of this **clause** 31.
- 31.2.2 Upon discovering that a Prohibited Act has occurred any Partner Authority may serve notice on the Managing Director of the Prohibited Act that has occurred and the Partner Authority affected. Upon receiving such notice of a Prohibited Act the Managing Director shall serve a

notice on the Chief Executive of the Partner Authority subject to the Prohibited Act copied to the Chief Executives of all of the other Partner Authorities (a **"Notice of a Prohibited Act"**).

- 31.2.3 Upon receipt of a Notice of a Prohibited Act the Partner Authority subject to the Prohibited Act shall have 3 months to take such steps and actions as are reasonable and are agreed by the Board taking account of the nature of the Prohibited Act which may include suspending the relevant employee and taking action under the Partner Authority's disciplinary procedure or where the Prohibited Act relates to an SWB Member removing its SWB Member from the Board.
- 31.2.4 Where a Partner Authority fails to take action in accordance with clause 31.2.2 the other Partner Authorities shall meet to decide what further action to take against the Partner Authority and may by unanimous vote agree to:
- (a) where the Partner Authority subject to a Notice of a Prohibited Act is the Administering Authority the Administering Authority shall be removed and the provisions of **clause 7.2** (Removal of the Administering Authority) and **schedule 3** (Change of Administering Authority) shall apply unless within 3 months of the vote the Administering Authority takes such steps and actions as are reasonable and are agreed by the Board in accordance with **clause 31.2.3**;
 - (b) where the Partner Authority subject to a Notice of a Prohibited Act is not the Administering Authority then the IAA shall terminate and the provisions of **clause 15** (Dissolution of the Board) shall apply unless within 3 months of the vote the Partner Authority subject to a Notice of a Prohibited Act takes such steps and actions as are reasonable and are agreed by the Board in accordance with **clause 31.2.3**; or
 - (c) take such other action or steps as are reasonable taking into account the nature of the Prohibited Act and its effect on the Board.

32. DISPUTE RESOLUTION

- 32.1 Any dispute arising from the interpretation and operation of this Agreement shall in the first instance be referred to the SMG, which shall, acting in good faith, attempt to resolve such dispute.
- 32.2 Where either the SMG is unable to resolve such dispute, or where in the opinion of the SMG such dispute might be more effectively resolved in another forum, the SMG may refer such dispute to the following bodies/forums (listed in order of referral) until such dispute is resolved:
- 32.2.1 a meeting of the Chief Executives and/or leaders of each of the Partner Authorities; then
 - 32.2.2 a mediator appointed by the Partner Authorities in accordance with **clause 32.3**; then
 - 32.2.3 an arbitrator appointed by the Partner Authorities in accordance with **clause 32.4**.
- 32.3 **Mediation**
- 32.3.1 A referral of a dispute to mediation shall be in accordance with the CEDR Model Mediation Procedure.
 - 32.3.2 If the Partner Authorities cannot agree on a mediator, the Partner Authorities shall appoint a mediator nominated by CEDR.
 - 32.3.3 The Partner Authorities shall use their reasonable endeavours to conclude the mediation within 40 Business Days of referral of the dispute to mediation.
 - 32.3.4 The Partner Authorities shall each bear their own costs incurred in relation to any mediation and any costs incurred by the Administering Authority acting on behalf of the Board shall be

shared in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).

32.4 Arbitration

- 32.4.1 If the dispute is not resolved in accordance with **clause 32.3** within 40 Business Days of referral of the dispute to mediation, any Partner Authority may (by service of a written notice on the other Partner Authorities within 10 Business Days of expiry of the period for mediation) refer the dispute to an arbitrator who shall be of not less than 10 years standing or qualification.
- 32.4.2 If the Partner Authorities cannot agree on an arbitrator within 15 Business Days of service of the written notice referred to in **clause 32.4.1** above, the Partner Authorities shall appoint an arbitrator nominated by the President for the time being of the Chartered Institute of Arbitrators.
- 32.4.3 Any reference to arbitration in accordance with this **clause 32.4** shall be conducted in accordance with the Rules of the London Court of International Arbitration and the arbitration shall be held at a venue agreed by the arbitrator.
- 32.4.4 The arbitrator's decision shall be final and binding on the parties.
- 32.4.5 The costs of the arbitration shall be paid as directed by the arbitrator.

33. GOVERNING LAW AND ENFORCEMENT

This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to **clause 32**, the English courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agreement.

34. NOTICES

34.1 Form and service of notices

All notices under this Agreement shall be in writing and all certificates, notices or written instructions to be given under the terms of this Agreement shall be served by sending the same by first class post, facsimile or by hand, or leaving the same at:

The Board

County Hall, Taunton, Somerset TA1 4DY

01823 356113

Partner Authority

Somerset County Council

County Hall, Taunton, Somerset TA1 4DY

01823 356113

Partner Authority

Mendip District Council

Cannards Grave Road, Shepton Mallet,
Somerset BA4 5BT

01749 344050

Sedgemoor District Council

Bridgwater House, Kings Square,
Bridgwater, Somerset TA6 3AR
01278 446412

South Somerset District Council

PO BOX 25, The Council Offices,
Brympton Way, Somerset BA20 2DS
01935 462188

Somerset West and Taunton Council

The Deane House, Bevedere Road,
Taunton, Somerset. TA1 1HE
01823 356329

34.2 Provision of information to representatives

Where any information or documentation is to be provided or submitted to the Clerk of the Board, a SWB Member or a Partner Authority's representative, it shall be provided or submitted by sending the same by first class post, facsimile or by hand, or leaving the same at the addresses set out in **clause** 34.1 marked for the attention of the Clerk of the Board, the relevant SWB Member, or the relevant Partner Authority's representative.

34.3 Change of details

A Partner Authority shall notify any change of its nominated address or facsimile number by prior notice to the other Partner Authorities.

34.4 Notices by post

Notices given by post shall be effective upon the earlier of actual receipt and five Business Days after mailing. Notices delivered by hand shall be effective upon delivery. Notices given by facsimile shall be deemed to have been received where there is confirmation of uninterrupted transmission by a transmission report and there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile has not been received in legible form:

- 34.4.1 within two hours after sending, if sent on a Business Day between the hours of 9 a.m. and 4 p.m.; or
- 34.4.2 by 11 a.m. on the next following Business Day, if sent after 4 p.m. on a Business Day but before 9 a.m. on that next following Business Day.

35. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

IN WITNESS whereof this Agreement has been duly executed as a deed and has been delivered on the date that appears at the front of this Agreement.

The Common Seal of)
SOMERSET COUNTY COUNCIL)
was hereunto affixed in the presence of: Page)149

The Common Seal of)
MENDIP DISTRICT COUNCIL)
was hereunto affixed in the presence of:)

Authorised Officer

The Common Seal of)
SEDGEMOOR DISTRICT COUNCIL)
was hereunto affixed in the presence of:)

Authorised Signatory

The Common Seal of)
SOUTH SOMERSET DISTRICT COUNCIL)
was hereunto affixed in the presence of:)

Authorised Signatory

The Common Seal of)
SOMERSET WEST AND TAUNTON COUNCIL)
was hereunto affixed in the presence of:)

Chief Solicitor

SCHEDULE 1

The Constitution

SCHEDULE 2

Transition arrangement

1. DEFINITIONS

Definitions used in this **Schedule 2** shall be the same as those set out in the Agreement, with the following additional definitions:

"Relevant Employees"

means employees who are assigned (for the purposes of TUPE) to the provision of the management of waste disposal, treatment, collection and recycling services or any services which are substantially the same as the management of waste disposal, treatment, collection and recycling services or any part thereof (including for the avoidance of doubt the Transferring Employees);

"Relevant Transfer"

means a relevant transfer for the purposes of TUPE;

"Transfer Date"

means the Commencement Date;

"Transferring Employees"

means those employees employed by the Partner Authorities immediately prior to the Transfer Date in the provision of the management of waste disposal, treatment, collection and recycling services, whose names are listed in **Part 2 of Appendix 2** (Transferring Employees);

2. TRANSFER OF ASSETS

- 2.1 The assets required by the Collection Contractor are identified in the list attached as **Appendix 1** to this **Schedule 2** and shall be transferred at nil cost from the relevant Partner Authorities into the possession and ownership of the Administering Authority on the service commencement date of the Collection Contract in order that they can be made available by the Administering Authority to the Collection Contractor in accordance with the Collection Contract.
- 2.2 Where any additional assets are required to be transferred to the Administering Authority, the relevant Partner Authority(ies) shall promptly cooperate with the Board in the transfer of such assets to the Administering Authority.

3. TRANSFER OF EMPLOYEES

3.1 **Application of TUPE**

The Partner Authorities agree that TUPE applies to this Agreement, whether or not it shall be determined by an employment tribunal or a court of any instance or jurisdiction that TUPE does not apply as a matter of law.

3.2 **Administering Authority's responsibilities**

The Administering Authority shall:

- 3.2.1 subject to the right of any Transferring Employee to object to being employed by the Administering Authority, accept into employment the Transferring Employees on 0:01am on the Transfer Date upon the same terms and conditions of employment and length of service as they enjoyed immediately prior to the Transfer Date;
- 3.2.2 become responsible for the payment of all salaries and provision of other contractual benefits (including those implied through custom and practice) and making any deductions from the salaries of any Relevant Employees with effect from the Transfer Date.
- 3.2.3 If any contract of employment of a person other than a Transferring Employee has effect as if originally made between the Administering Authority and such person as a result of TUPE, then the Administering Authority will consult with the Board to establish whether the person shall be deployed within the Single Client Group or be given notice to terminate such contract of employment where such action is permitted by law.

3.3 **Partner Authorities' responsibilities**

The Partner Authority who employed the relevant Transferring Employees immediately prior to the Transfer Date shall be responsible for all emoluments and outgoings in respect of the relevant Transferring Employees, including without limitation all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the Transfer Date (whether or not due for payment at the Transfer Date).

4. **EXISTING CONTRACTS FOR WASTE COLLECTION AND RECYCLING**

- 4.1 The Partner Authorities acknowledge that apart from the County Council each Partner Authority has in place existing arrangements for the provision of waste collection and recycling services, which will come to an end upon the service commencement date of the Collection Contract.
- 4.2 Each Partner Authority shall remain responsible for its current waste collection and recycling arrangements until the service commencement date under the Collection Contract or such other date as agreed by the Partner Authorities in consultation with the Board.
- 4.3 Each Partner Authority shall have due regard to any comments made by the Board in respect of the operation of its current waste collection and recycling services and shall not make any significant change to its current arrangements without consulting the Board.

5. **DEPOTS**

- 5.1 The Partner Authorities each acknowledge that the Administering Authority needs to secure access from the relevant Partner Authorities to the depots required by the Collection Contractor under the Collection Contract.
- 5.2 Each relevant Partner Authority shall promptly grant, in accordance with **clause 6.8**, to the Administering Authority or to the Collection Contractor as directed by the Managing Director such tenancy at will or lease (in a form to be agreed by the relevant Partner Authority and the Administering Authority) of the relevant depot or part thereof and take such steps as are required to secure access for the Collection Contractor to perform the Collection Contract from the service commencement date for the Collection Contract.

- 5.3 Where a Partner Authority grants only temporary access to the relevant depot or part thereof under **paragraph 5.2** above it shall subsequently grant a lease to the Administering Authority and give consent to the grant of an underlease to the Collection Contractor (in forms to be agreed by the relevant Partner Authority and the Administering Authority) of the relevant depot or part thereof in accordance with **clause 6.8**.

SCHEDULE 3

Change of Administering Authority

PART 1

1. INTRODUCTION

- 1.1 This **Schedule 3** describes the duties and responsibilities of the Partner Authorities in respect of the transfer of the rights and obligations from the Outgoing Administering Authority to the Replacement Administering Authority (as defined below).
- 1.2 Definitions used in this **Schedule 3** shall be the same as those set out in the Agreement, with the following additional definitions:

"Administering Authority Obligations"

means the obligations of the Administering Authority under this Agreement which for the avoidance of doubt shall include the Collection Contract Obligations;

"Board Assets"

means any assets purchased by the Outgoing Administering Authority using the funds of the Board (including any assets transferred at the Commencement Date);

"Collection Contract Obligations"

means the obligations of the Administering Authority as party to the Principal Contracts (excluding the Disposal Contracts);

"Exit Assistance"

means the provision of advice, training, assistance, information, data (and format thereof) and actions as are reasonably requested by the Replacement Administering Authority to effect a smooth transfer (and continued operation) of any of the Administering Authority Obligations from the control and provision of the Outgoing Administering Authority to the Replacement Administering Authority;

"Exit Plan"

means the agreed plan for the transfer and transition arrangements, setting out the timetable and scope of required activities as set out in this **Schedule 3**, for transferring all or part of the Administering Authority Obligations from the control and provision by the Outgoing Administering Authority to the control and provision of the Replacement Administering Authority;

"Exiting Employee"

means an Outgoing Administering Authority Employee who is listed in the Exiting Employees List and who is intended to transfer to a Replacement Administering Authority on a Handover Date;

"Exiting Employees List"

means the list of Outgoing Administering Authority Employees agreed between the Outgoing Administering Authority and the Replacement Administering Authority in accordance with this **Schedule 3** (as such list is updated before the relevant Handover Date by agreement between the Parties);

"Exiting Personnel"

means a member of the Outgoing Administering Authority Personnel who is listed in the Exiting Personnel List;

"Exiting Personnel List"

means the list of Exiting Personnel agreed between the Outgoing Administering Authority and the Replacement Administering Authority in accordance with this **Schedule 3** (as such list is updated before the relevant Handover Date by agreement between the Parties);

"Handover Date"

means the date of transfer from the Outgoing Administering Authority to the Replacement Administering Authority in accordance with this **Schedule 3**;

"Key Personnel"

means the positions and/or individuals of the Outgoing Administering Authority Personnel identified by the Replacement Administering Authority from time to time, and agreed with the Outgoing Administering Authority, as important to the provision of the Administering Authority Obligations;

"Novation Date"

means the date of novation of the Collection Contract to the Replacement Administering Authority in accordance with this **Schedule 3** and the Collection Contract;

"Novation Notice"

means the notice served on the Collection Contractor in accordance with this **Schedule 3** and the Collection Contract;

"Ordinary Course of Business"

means either:

- (a) acts, omissions or conduct which are consistent in all respects with the prevailing pattern, or course of conduct, or management used by the Outgoing Administering Authority in the delivery of the Administering Authority Obligations or which are undertaken in order to comply with the applicable obligations under this Agreement; or
- (b) acts, omissions or local conduct which a well-managed local authority would undertake (assuming that such local authority is acting in a prudent and reasonable manner) in relation to the delivery of the Administering Authority Obligations, or which are undertaken in order to comply with all applicable obligations under this Agreement;

"Outgoing Administering Authority Assets"

means together:

- (a) those assets owned by the Outgoing Administering Authority prior to the commencement of this Agreement and used for the purposes of performing its functions as a local authority and which have not been subject to a payment or compensation from the other Partner Authorities; and
- (b) any assets purchased by the Outgoing Administering Authority whilst performing its functions as Administering Authority using its own funds;

"Outgoing Administering Authority Employees"

means any employee of the Outgoing Administering Authority assigned from time to time to deliver or assist in delivering all or part of the Administering Authority Obligations. For the avoidance of doubt, in this definition the term **"assigned"** shall have the meaning conferred upon it under TUPE;

"Outgoing Administering Authority"

means the Administering Authority that has resigned or that the Partner Authorities have agreed to replace in accordance with **clause 7**;

"Outgoing Administering Authority Personnel"

means the Outgoing Administering Authority Employees and any officers, consultants, contractors, workers and agents of the Outgoing Administering Authority assigned from time to time to deliver or assist in delivering all or part of the Administering Authority Obligations, or to fulfil its obligations under this Agreement. For the avoidance of doubt, in this definition the term **"assigned"** shall have the meaning conferred upon it under TUPE;

"Outgoing Administering Authority Personnel Information"

means such information concerning the Outgoing Administering Authority Personnel as the Replacement Administering Authority shall reasonably request from time to time including:

- (a) regarding each member of the Outgoing Administering Authority Personnel, identified by a unique reference number or code which shall remain the same each time the Outgoing Administering Authority Personnel Information is provided by the Outgoing Administering Authority to the Replacement Administering Authority: type of worker (self-employed contractor, contractor employed by a third party, agency staff or other); current employer; start date and (if different) date of commencement of continuous employment; job title and post held; the delivery of the Administering Authority Obligations in which the Outgoing Administering Authority Employee is engaged; current salary or hourly rate, all overtime, shift and other allowances, and any bonus or commission earned in the last twelve months; date of next salary review and percentage increase in last review; length of service; notice period for termination of employment (stating any difference between the notice given by the employer or employee); date of birth; location; hours of work; contract type (permanent or temporary); percentage of working time spent on the Administering Authority Obligations; holiday entitlement; benefits (including without limitation health insurance, life insurance, sickness benefits, car, bonus, commission) and total benefit cost; pension membership and pension cost (including employer contribution to pension scheme); entitlement to any enhanced redundancy benefits or payments. This Outgoing Administering Authority Personnel Information shall be presented in excel spreadsheet format or some other easily intelligible form acceptable to the Replacement Administering Authority; and

- (b) regarding all the Outgoing Administering Authority Personnel: total costs of the (i) salaries; (ii) benefits; (iii) social security and national insurance costs; and (iv) miscellaneous costs (such as staff loans and training grants) in respect of all the Outgoing Administering Authority Personnel; copies of any staff handbooks and policies applicable to them; terms and conditions of employment or engagement; copies of any agreement between the Outgoing Administering Authority and a trade union or labour organisation or employee representatives or details of any other arrangements for informing and consulting with Outgoing Administering Authority Personnel or representatives; positions vacant; death benefits; disability benefits; details of any applicable bonus schemes, commission arrangements; pay scales and structures; current or anticipated claims or other litigation or other disputes and details of any accidents, injuries or health and safety issues; details of any Outgoing Administering Authority Personnel on leave (including without limitation maternity leave, adoption leave and sick leave) including whether the individual is receiving contractual sick pay and, if so, when this entitlement expires;

"Parties"

means together the Outgoing Administering Authority and the Replacement Administering Authority;

"Replacement Administering Authority"

means the Partner Authority agreed by the Partner Authorities in accordance with **clause 7**.

PART 2

2. EXIT PLANNING

2.1 Date for provision of Exit Plan

2.1.1 The Outgoing Administering Authority shall provide the Replacement Administering Authority with a draft Exit Plan within:

- (a) 20 Business Days from the date of the written notification provided in accordance with **clause 7.1.1** where the Outgoing Administering Authority has decided to resign; or
- (b) 20 Business Days of the date of receipt of written notification provided in accordance with **clause 7.2.1** where the Partner Authorities have agreed to replace the Administering Authority.

2.1.2 The draft Exit Plan shall specify in detail how and when (having regard to the timescales set out in this **Schedule 3**) the Outgoing Administering Authority will fulfil all the obligations of this **Schedule 3** and any other obligations relating to exit in the Collection Contract.

2.1.3 The Replacement Administering Authority shall provide to the Outgoing Administering Authority the Replacement Administering Authority's reasonable comments on the draft Exit Plan within 20 Business Days of the Replacement Administering Authority's receipt of the draft Exit Plan. The Outgoing Administering Authority shall incorporate the Replacement Administering Authority's comments and suggestions and shall issue a revised version of the Exit Plan within 10 Business Days of receipt of the Replacement Administering Authority's reasonable comments and suggestions.

- 2.1.4 The Exit Plan shall not be effective until approved by the Replacement Administering Authority and the Board.
- 2.1.5 The Parties shall review and update the Exit Plan in consultation with the Board and the SMG as appropriate up to and including the Handover Date.
- 2.2 **Exit Management Roles**
- 2.2.1 Each Party shall appoint a suitable individual to manage the exit process (an "**Exit Manager**").

PART 3

3. EXIT ARRANGEMENTS

3.1 Date for provision of Exit Assistance

- 3.1.1 The Outgoing Administering Authority shall provide the Exit Assistance and fulfil all the obligations set out in this **Schedule 3** within 40 Business Days of:
- (a) where the Outgoing Administering Authority has decided to resign, the date of the written notification provided in accordance with **clause 7.1.1**; or
 - (b) where the Partner Authorities have agreed to replace the Administering Authority, the date of receipt of written notification provided in accordance with **clause 7.2.1**.
- 3.1.2 The obligation to provide the Exit Assistance and fulfil all the obligations of this **Schedule 3** from the relevant date is independent of and not contingent upon the Parties having an agreed form of Exit Plan in place. Where there is an agreed Exit Plan in place, the Outgoing Administering Authority shall provide to the Replacement Administering Authority and to the Board weekly reports of progress against the Exit Plan and of any problems, anticipated problems and delays and of any appropriate actions to be taken by the Outgoing Administering Authority in response.
- 3.1.3 At the Board or the Replacement Administering Authority's request, the Outgoing Administering Authority shall continue to provide the Exit Assistance and continue with the implementation of the Exit Plan for a period of up to six months (or such longer period as the Replacement Administering Authority may request) from the Handover Date.

3.2 Option to purchase or use Outgoing Administering Authority Assets

- 3.2.1 The Outgoing Administering Authority shall prepare a list of the Outgoing Administrating Authority Assets and the Board Assets as part of the Exit Plan.
- 3.2.2 Upon the Handover Date, at the direction and discretion of the Replacement Administering Authority in consultation with the Board:
- (a) the Replacement Administering Authority shall have the option to acquire through purchase all or any of the Outgoing Administering Authority Assets excluding land and buildings and software in consideration of the payment by the Replacement Administering Authority of the net book value of these assets; or
 - (b) the Replacement Administering Authority shall have the option where possible to continue to use such assets.
- 3.2.3 The Outgoing Administering Authority shall immediately transfer any Board Assets to the Replacement Administering Authority and the provisions of **paragraph 3.2.6** shall apply to such assets as if they were transferring Outgoing Administering Authority Assets.

3.2.4 Either option set out in **paragraph** 3.2.2 above shall be exercisable by the Replacement Administering Authority by service of notice upon the Outgoing Administering Authority as soon as possible and no later than 20 Business Days prior to the Handover Date, and the option shall take effect on the Handover Date.

3.2.5 Within five Business Days of receipt of notice from the Replacement Administering Authority that it shall exercise an option set out in **paragraph** 3.2.2 above, the Outgoing Administering Authority shall appoint an independent expert agreed by the Replacement Administering Authority to review and report on the condition and proposed value of the Outgoing Administering Authority Assets. The Outgoing Administering Authority shall provide a copy of the report to the Replacement Administering Authority and the Board and the costs of the expert will be borne by the Outgoing Administering Authority.

3.2.6 Whenever, pursuant to this **paragraph** 3.2, the Outgoing Administering Authority transfers Outgoing Administering Authority Assets to the Replacement Administering Authority, the Outgoing Administering Authority shall ensure that:

- (a) the Replacement Administering Authority is provided with all relevant and available documentation, user manuals and other such information; and
- (b) the Replacement Administering Authority is provided with full and unencumbered title (with full title guarantee) to the Outgoing Administering Authority Assets.

3.3 **Assignment or novation of third Party Contracts and Outgoing Administering Authority Subcontracts**

3.3.1 In relation to any third party contracts (other than the Collection Contract or the Disposal Contracts), where no third party consents are required to assign or novate such contracts, the Outgoing Administering Authority shall prepare and execute assignments or novations of such contracts to the Replacement Administering Authority.

3.3.2 Where a third party consent is required to assign or novate a contract, the Outgoing Administering Authority shall use all reasonable endeavours to procure such assignment or novation to the Replacement Administering Authority and do all other things reasonably necessary to obtain such third party consents.

3.3.3 Where a third party consents to the assignment or novation of a contract, the Partner Authorities will pay any fees charged by the third party in association with such assignment or novation in accordance with the principles set out in **Schedule** 5 (Budget and cost sharing agreement).

3.4 **Novation of the Collection Contract**

3.4.1 The Replacement Administering Authority shall serve a Novation Notice on the Collection Contractor stating that it wishes to enjoy the rights and assume the obligations, liabilities and duties of the Administering Authority under the Collection Contract and specifying the Novation Date not to be less than 30 Business Days from the date of service of the Novation Notice.

3.4.2 The Outgoing Administering Authority shall provide the Replacement Administering Authority with an up-to-date list of existing and/or threatened disputes relating to the obligations under the Collection Contract, and use its best endeavours to resolve such disputes. Where the dispute affects the interests of the Replacement Administering Authority and/or the Partner Authorities, the Outgoing Administering Authority shall not settle the dispute or accept any liability without consulting the Board and without the prior consent of the Replacement Administering Authority, such consent not to be unreasonably withheld or delayed.

3.5 **Software**

The Outgoing Administering Authority shall transfer (or shall use all reasonable endeavours to procure the transfer of) the ownership of or a licence to use any software required to perform the function of Administering Authority or to perform the obligations in this Agreement to the Replacement Administering Authority at no cost.

3.6 Accommodation

3.6.1 Upon the Handover Date, at the discretion of the Replacement Administering Authority, the Replacement Administering Authority shall have the option to use all or part of the Outgoing Administering Authority's accommodation for a period of up to 18 months from the Handover Date where termination has occurred as a result of **clause 7.1** or up to 12 months following the Handover Date where termination has occurred as a result of **clause 7.2**.

3.6.2 The option set out in **paragraph 3.6.1** above, shall be exercisable by the Replacement Administering Authority by serving notice upon the Outgoing Administering Authority as soon as possible following its appointment as the Replacement Administering Authority and no later than:

(a) three months prior to the Handover Date where notice has been served under **clause 7.1.1**; or

(b) two months prior to the Handover Date where notice has been served under **clause 7.2.1**

and shall take effect on the Handover Date.

3.6.3 The Outgoing Administering Authority shall make all or part of the Outgoing Administering Authority's accommodation available pursuant to the option, in consideration of the payment of a reasonable charge reflecting the market rate for the proportion of the Outgoing Administering Authority's accommodation used and the period of use. The Parties agree that (subject to this **paragraph 3.6.3**) such use shall be subject to such reasonable terms and conditions as are agreed between the Parties from time to time.

3.7 Intellectual property rights

3.7.1 The Outgoing Administering Authority shall at the reasonable request of the Board promptly execute such documents and take or desist from such action as the Board may reasonably require in order to assure to the Replacement Administering Authority the full benefit of any intellectual property created by the Outgoing Administering Authority in respect of the Administering Authority's Obligations and to confirm the Replacement Administering Authority's title thereto.

3.7.2 To the extent that it is permitted to do so, the Outgoing Administering Authority shall grant to the Replacement Administering Authority a licence to use any third party intellectual property rights used in the performance of the services and necessary for the provision of the services by the Replacement Administering Authority. To the extent that the Outgoing Administering Authority is not permitted to grant licences to the Replacement Administering Authority of any third party intellectual property rights, it shall use its reasonable endeavours to assist the Replacement Administering Authority to procure the necessary rights direct from the relevant third party(ies).

3.8 Exiting Employees

3.8.1 No later than:

(a) six months prior to the Handover Date where the Outgoing Administering Authority is resigning in accordance with **clause 7.1**; or

- (b) three months prior to the Handover Date where the Outgoing Administering Authority is being replaced in accordance with **clause 7.2**,

the Outgoing Administering Authority shall provide the Replacement Administering Authority with a list of the names of all members of the Outgoing Administering Authority Personnel.

- 3.8.2 Within 30 Business Days of provision of the list described in **paragraph 3.8.1** above, the Outgoing Administering Authority and the Replacement Administering Authority shall agree:
 - (a) the identity of the employees who would transfer under TUPE on the Handover Date and so should be included on the Exiting Employees List; and
 - (b) the identity of any individuals who are not employees but are Key Personnel or who, if they had been employees, would have been members of the Exiting Employees List and so should be included on the Exiting Employees List. The Exiting Employees List may be updated from time to time by agreement and shall be finalised by the Parties immediately before the Handover Date.

- 3.8.3 The Parties agree the appointment of a Replacement Administering Authority is likely to result in a transfer on the Handover Date of the Exiting Employees' employment to the Replacement Administering Authority in accordance with TUPE.

- 3.8.4 In the event that TUPE does not for any reason operate to transfer to the Replacement Administering Authority the contracts of employment of any of the members of the Exiting Employees, the Replacement Administering Authority shall treat the Exiting Employees no less favourably than had TUPE applied and the Replacement Administering Authority will offer employment to the Exiting Employees from the Handover Date.

3.9 **Outgoing Administering Authority Information and Outgoing Administering Authority Personnel Exit Information**

- 3.9.1 During the period of:

- (a) six months prior to the Handover Date where the Outgoing Administering Authority has resigned; and
- (b) three months prior to the Handover Date where it has been agreed to replace the Outgoing Administering Authority;

the Outgoing Administering Authority shall provide the Replacement Administering Authority with the Outgoing Administering Authority Personnel Information.

- 3.9.2 The Outgoing Administering Authority shall notify the Replacement Administering Authority of any change to the Outgoing Administering Authority Personnel Information. The Outgoing Administering Authority shall clarify any matters in respect of the Outgoing Administering Authority Personnel Information and generally co-operate in respect of any reasonable requests by the Replacement Administering Authority concerning the Outgoing Administering Authority Personnel Information. In all such matters the Outgoing Administering Authority shall act as soon as reasonably practicable and in any event within 10 Business Days of any such change or request.

- 3.9.3 On the Business Day immediately before the Handover Date the Outgoing Administering Authority shall again provide to the Replacement Administering Authority the Outgoing Administering Authority Personnel Information complete and accurate as at the date of provision.

3.10 **Information and Consultation**

- 3.10.1 The Outgoing Administering Authority shall consult and keep informed the Replacement Administering Authority regarding any information it intends to provide or consultation it proposes to have with Outgoing Administering Authority Personnel and their representatives under TUPE or regarding its exit as Outgoing Administering Authority.

- 3.10.2 The Outgoing Administering Authority shall offer the Replacement Administering Authority the opportunity to attend and participate in any meetings prior to the Handover Date where information is given to or there is consultation with Outgoing Administering Authority Personnel and their representatives under TUPE or regarding it ceasing to be the Administering Authority. The Replacement Administering Authority shall co-operate with the Outgoing Administering Authority and shall discuss with the Outgoing Administering Authority in advance of any meeting any information which the Replacement Administering Authority is to impart to the Outgoing Administering Authority Personnel.
- 3.10.3 The Replacement Administering Authority and the Outgoing Administering Authority shall jointly report to the Board and the SMG (in a form to be agreed) before the Handover Date.
- 3.10.4 The Outgoing Administering Authority and the Replacement Administering Authority shall jointly communicate to the Exiting Employees in a form to be agreed by the Board before the Handover Date (in order to meet their respective obligations under TUPE).

3.11 **Outgoing Administering Authority Shadowing**

- 3.11.1 Either:
- (a) at least six months prior to the Handover Date where the Outgoing Administering Authority is resigning in accordance **clause 7.1**; or
 - (b) no later than three months from receipt of written notice from the other Partner Authorities that they intend to replace the Administering Authority in accordance with **clause 7.2**,
- the Outgoing Administering Authority shall provide reasonable assistance to the Replacement Administering Authority to familiarise itself with the delivery of the Administering Authority Obligations and this may include reasonable information on and access to:
- (c) relevant facilities including assets and accommodation;
 - (d) the Outgoing Administering Authority Personnel;
 - (e) the Key Personnel; and
 - (f) the following information (subject to any overriding confidentiality obligations and licence restrictions):
 - (i) detailed system documentation; and
 - (ii) the key provisions of more significant decisions made about the Principal Contracts that would assist the Replacement Administering Authority in undertaking its duties; and
 - (iii) contact details for the Key Personnel and/or Outgoing Administering Authority Personnel; and
 - (iv) information regarding any unresolved disputes and those which are likely to remain unresolved at the Handover Date,

all of such information to be updated and finalised by the Outgoing Administering Authority at the Handover Date.

3.12 **General obligations**

- 3.12.1 No later than 20 Business Days following the Handover Date, and after the final payroll, the Outgoing Administering Authority shall provide the Replacement Administering Authority with updated payroll information and tax and statutory details for the Exiting Employees.
- 3.12.2 During the six months after the Handover Date, the Outgoing Administering Authority shall not, without the Replacement Administering Authority's prior consent, solicit from the

Replacement Administering Authority any Exiting Personnel or Exiting Employee. This restriction shall not apply to situations where such Exiting Personnel or Exiting Employee or person makes an unsolicited response to a general recruitment advertisement by the Outgoing Administering Authority.

3.12.3 The Outgoing Administering Authority shall fully co-operate with the Replacement Administering Authority's reasonable requests to procure the smooth transfer of the Exiting Employees and engagement of Exiting Personnel.

3.12.4 The Outgoing Administering Authority shall not prevent, restrict or hinder (or seek to do so) any Exiting Personnel member from working for the Replacement Administering Authority after the Handover Date if they so choose. The Outgoing Administering Authority shall waive any restrictions or financial penalties whether direct or indirect (including those in any staff benefits documentation) relating to the employment or engagement of Exiting Personnel by the Replacement Administering Authority.

3.13 **Employment warranties and indemnities**

3.13.1 The Outgoing Administering Authority warrants that as at the Handover Date:

- (a) full particulars of the Exiting Employees will have been disclosed together with all the current terms and conditions of their employment whether or not recorded in writing or implied by custom or practice or otherwise (including all information required by law to be included in particulars of terms of employment) including but without limitation: date of birth; date of commencement of employment; job title; remuneration; bonuses; commission; enhanced redundancy entitlement; pension schemes or pension rights and benefits; and all other arrangements and employment related claims, and the Outgoing Administering Authority shall warrant that all of such particulars are true and accurate and complete in all respects; and
- (b) it will have satisfied all ongoing and accrued liabilities of any nature for which it is liable as employer of the Exiting Employees.

3.13.2 In respect of any claims and/or losses arising directly or indirectly out of or in connection with:

- (a) a failure by the Outgoing Administering Authority to comply with its obligations under TUPE including without limitation any order to pay compensation or any award made pursuant to TUPE in connection with this Agreement or the termination of it including without limitation any claim for its or their failure to inform and/or consult pursuant to TUPE and any claim pursuant to sections 188 to 193 of the Trade Union and Labour Relations (Consolidation) Act 1992, provided the Outgoing Administering Authority's breach was not due to the failure of the Replacement Administering Authority to comply with its TUPE obligations;
- (b) any claim by or on behalf of Outgoing Administering Authority Employees arising from their employment with or its termination by the Outgoing Administering Authority except as provided in this **Schedule 3**;
- (c) any act or omission of the Outgoing Administering Authority in relation to the Outgoing Administering Authority Employees or the Outgoing Administering Authority Personnel;
- (d) any failure to provide or any inaccuracy in the Outgoing Administering Authority Personnel Information; and/or
- (e) any claim against the Replacement Administering Authority by or on behalf of any person other than the Exiting Employees whether on the basis that they are or may be an employee of the Replacement Administering Authority as a result of the termination

of this Agreement or otherwise and whether on the basis that TUPE applies or otherwise,

and such claims and/or losses arise as a result of a negligent act or omission of the Outgoing Administering Authority, the Outgoing Administering Authority shall indemnify and keep indemnified the Replacement Administering Authority in respect of such claims and/or losses. Where any such claims and/or losses arise which are not a result of a negligent act or omission of the Outgoing Administering Authority, the Partner Authorities shall share the amount of such claims and/or losses in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).

- 3.13.3 If any contract of employment of a person other than an Exiting Employee has effect as if originally made between the Replacement Administering Authority and such person as a result of TUPE, then the Replacement Administering Authority will consult with the Board to establish whether the person shall be deployed within the Single Client Group or to give notice to such person to terminate such contract of employment where such action is permitted by law.

3.14 **Apportionments, information and general**

- 3.14.1 The Outgoing Administering Authority shall provide, as soon as practicable following the Handover Date, copies of all tax, PAYE, social security and national insurance records and, if requested by the Replacement Administering Authority, copies of any other documents or records (agreed by the Replacement Administering Authority and the Outgoing Administering Authority) which the Replacement Administering Authority thinks are relevant to the Exiting Employees provided that:

- (a) the Outgoing Administering Authority shall preserve the originals of such records or documents for a period of at least three years (or such longer period required by law) after the Handover Date and shall allow the Replacement Administering Authority access to the same at all reasonable times as necessary to enable the Replacement Administering Authority to deal with any matters relating to the Exiting Employees and any employees who transfer by TUPE and, if requested by the Replacement Administering Authority, shall produce them for the appropriate authorities; and
- (b) if the Outgoing Administering Authority wishes to dispose of or destroy such records or documents earlier, it shall inform the Replacement Administering Authority in advance and the Replacement Administering Authority may require any such records and documents to be delivered up to it.

3.15 **Bonuses and commission payments**

- 3.15.1 The Outgoing Administering Authority shall be responsible for the payment of any bonuses and commission to eligible Outgoing Administering Authority Personnel (including Exiting Employees and Exiting Personnel) payable in respect of the Administering Authority Obligations arising in respect of the final 12 months prior to the Handover Date where those bonuses or commissions are either deferred after the Handover Date or where an Exiting Employee or a member of the Exiting Personnel ceases to be eligible for such bonus or commission by reason of his transfer from the Outgoing Administering Authority. The Replacement Administering Authority will assume the outstanding obligation of the Outgoing Administering Authority in respect of the Exiting Employees' accrued holiday entitlements and accrued holiday remuneration at the Handover Date and in consideration the Outgoing Administering Authority will pay the full amount necessary to enable the Replacement Administering Authority to meet the cost of providing such holiday entitlements and remuneration as at the Handover Date.

3.16 **Ordinary Course of business**

- 3.16.1 From:
- (a) the date of the written notice provided in accordance with **clause 7.1.1**; or
 - (b) the date of receipt of written notice provided in accordance with **clause 7.2.1**,
- up to and including the Handover Date, the Outgoing Administering Authority shall:
- 3.16.2 not, without the Replacement Administering Authority's prior consent, act outside the Ordinary Course of Business;
- 3.16.3 devote time and resources to the continued delivery of the Administering Authority Obligations to ensure that there are no disruptions and no reductions in the level of service provided; and
- 3.16.4 notify the Replacement Administering Authority of matters of which it is aware which adversely affect the Outgoing Administering Authority Assets or the Outgoing Administering Authority Personnel.

SCHEDULE 4

Form of Annual Budget

SWB FORM OF ANNUAL BUDGET

Expenditure

Single Client Group

- Salaries & on-costs
- Travel & Subsistence
- Admin, training, meetings & IT
- Advertising & campaigns
- Office rent & accommodation
- SWAP Team

Support Services

- Legal
- Insurance
- Finance
- Audit
- Human Resources
- ICT
- Customer Services
- Other support services

Direct Services

Waste Disposal

- Disposal – Landfill
- Disposal – HWRCs
- Disposal - IVC (food waste)
- Disposal - Hazardous waste
- Composting

Kerbside Recycling

- Weekly (TDBC;MDC;SSDC)

Fortnightly (WSDC;SDC)

Cardboard Collection (WSDC)

Garden Waste Collections

Household Refuse

Fortnightly (TDBC;MDC;SSDC)

Weekly (WSDC;SDC)

Weekly (TDBC;MDC)

Household Refuse – Communal

Food Waste Transfer

Bring Banks

Strategic sites

Neighbourhood sites

Schools & SS Recycling

Clinical Waste

Household Collections

Other Collections

Clinical Waste Disposal

Bulky Waste Collections

Communal Recycling

Schools & SS Refuse

Commercial Waste

Commercial waste collection

Commercial waste disposal

SWB Directed Collections

Container Maintenance & Delivery

Internally and externally clean

'Basic Maintenance/repairs'

'Major Maintenance/repairs'

2 Wheeled Bin Repair

Delivery of Sort-it! New Household Kit

Delivery of Sort-it! New Household Kit

Delivery of 4 wheeled bins

Delivery of 2 wheeled bins

Delivery of Kerbside Box

Delivery of Food Waste Containers

Day Works

Admitted Body Pension Costs

Base pension cost

Incremental pension cost

Transitional Costs

Depot Costs

Bring Site Bin Financing

Schools Bin Financing

ECT Discount

Inter Authority Transfers

Transfer Station Avoided Cost

Payment in Lieu of Recycling Credits

Vehicle Financing Net Saving

Total Direct Expenditure

Income

Garden waste charges
Bulky waste charges
Hazardous waste grant
Commercial waste charges
DEFRA Waste Performance & Efficiency Grant
Schools & Social Services
Avoided Waste Transfer
Payment in Lieu of Recycling Credits

Total Income

Total Net Expenditure

SCHEDULE 5

Budget & Cost Sharing Agreement

Definitions

Definitions used in this **Schedule 5** shall be the same as those set out in the Agreement, with the following additional definitions:

"Communal Refuse Collection Capacity"

means the annual potential volume of communal waste collection in any Waste Collection Authority Area, calculated for the relevant Waste Collection Authority as the sum of:

T x F

Where:

T - total volume of communal refuse collection containers made available to residents at each collection site in a Waste Collection Authority Area; and

F - the annual number of collections made at each site;

"Communal Recycling Sites"

means micro recycling bring sites provided to households not suitable for kerbside collections;

"County"

means the area within the administrative boundaries of Somerset County Council;

"Earmarked Reserve Accounts"

means the account established by the Board in the name of each Partner Authority into which surpluses and deficits shall be allocated in accordance with the relevant cost sharing formula (for example, where a surplus is generated in the depot costs budget, it shall be allocated to the Earmarked Reserve Account of the Waste Collection

Authorities using the Waste Collection Authorities un-weighted formula as set out in **paragraph 3** of this **Schedule**);

"Neighbourhood Bring Sites"

means smaller recycling bring sites located in residential areas and catering for local communities;

"Payment in Lieu of Recycling Credits"

means the prevailing rate of contribution to the Annual Budget paid by the Waste Disposal Authority for each tonne of dry recyclable waste collected and recycled as a result of the functions of the Waste Collection Authorities which have been delegated to the Board and set at £33.08 per tonne in 2007/08 and increased by 3% in each Financial Year thereafter;

"Residential Properties"

means residential properties registered for Council Tax as defined by the District Valuer and included in his valuation list as at 20th December each year;

"Sparsity Weighting Factor"

means the coefficient used to reflect the variation in unit waste collection cost that results from variation in population density as agreed from time to time by the Board in accordance with **clause 20**. The Sparsity Weighting Factors for each Waste Collection Authority at the Commencement Date are:

Mendip	99.22%
Sedgemoor	93.34%
South Somerset	99.22%
Taunton Deane	93.59%
West Somerset	108.78%;

"Strategic Bring Sites"

means large recycling bring sites located in areas such as supermarket car parks and catering for large catchment areas;

"Waste Collection Authority (ies)"

means any one of Mendip, Sedgemoor, South Somerse, Somerset West and Taunton;

"Waste Collection Authority Area"

means the area within the administrative boundary of the relevant Waste Collection Authority;

"Waste Disposal Authority"

means the County Council.

1. COST SHARING PRINCIPLES

- 1.1 These cost sharing principles are intended to ensure that the costs of the Board and the relevant services administered by the Board on behalf of the Partner Authorities are shared on a fair and equitable basis between the Partner Authorities.
- 1.2 The general approach adopted is to identify each cost element and to apportion it in the most logical and transparent way possible, being mindful of the need to avoid any one Partner Authority subsidising another.
- 1.3 Each cost element is apportioned according to one of the formulae or bases set out in **paragraphs 2 to 14** below.
- 1.4 Each Partner Authority shall set a budget for the waste management service within their own Authority's budget to reflect their respective share of the Annual Budget calculated in accordance with this **Schedule**. The Administering Authority shall invoice the other Partner Authorities (including VAT where appropriate) in accordance with **clause 13**. A six monthly budget versus actual reconciliation will take place for Actual Usage Basis and Payment in Lieu of Recycling Credits items as calculated in accordance with this **Schedule**.
- 1.5 All surpluses and deficits at the end of each Financial Year shall be identified by the Board and the Board shall establish the Earmarked Reserve Accounts to allocate any surpluses and deficits. Where the Board recommends the distribution of surpluses or additional contributions to fund deficits to the Partner Authorities (subject to the approval of the Partner Authorities) the Earmarked Reserve Accounts shall be used to ensure fair distribution of surpluses or deficits. Where a surplus or deficit is generated outside of the Board's budgeted activities, allocation to Earmarked Reserve Accounts should be on the basis of the client cost formula as set out in **paragraph 2** of this **Schedule** unless otherwise agreed by the Board. Where a deficit is created in any budget item funded by the Waste Disposal Authority in accordance with the formulae set out in **paragraph 2** of this **Schedule** such a deficit cannot be funded by reserves residing in the Earmarked Reserve Accounts of the Waste Collection Authorities without the prior agreement of all of the Waste Collection Authorities. Where a deficit is created in any budget item funded Waste Collection Authorities in accordance with the formulae set out in **paragraph 2** of this **Schedule** such a deficit cannot be funded by reserves residing in the Earmarked Reserve Accounts of the Waste Disposal Authority without the prior agreement of the Waste Disposal Authority.
- 1.6 In each Financial Year the Board shall set the Annual Budget in accordance with the provisions of this Agreement and the Constitution. The Annual Budget shall be a forecast of the costs and income of the Board for the forthcoming Financial Year, reflecting the actual costs and income of the previous Financial Year but also taking account of the price review mechanisms in the Principal Contracts and forecast changes in the costs of the Single Client Group and the Administering Authority. The Board shall follow normal local government conventions in setting the Annual Budget and shall ensure that the Annual Budget setting process is transparent and open to scrutiny by all of the Partner Authorities.
- 1.7 The Annual Budget setting process shall take account of savings targets set by the Board in consultation with the Partner Authorities. In each Financial Year the Board shall be required to assess budgets and performance to drive out inefficiencies. The section 151 officers from each Partner Authority shall meet with the Strategic Management Group annually to consider any proposals for savings targets and to share relevant financial information.
- 1.8 Amendments to the cost sharing formulae shall be made in accordance with the provisions of **clause 20** of this Agreement. There may be circumstances in which the Board may agree to dampen the immediate financial effect of such amendments in order to ensure ongoing affordability of waste management services to all Partner Authorities.

- 1.9 The Board shall support and advise the County Council in respect of trading under LATS. The County Council shall own the proceeds of the sale of any landfill allowances. Any costs associated with purchasing any landfill allowances, or fines levied by central government under LATS shall be the direct responsibility of the County Council. The County Council shall work in close consultation with and update, support and advise the Single Client Group and Board with regard to the waste strategy implications of its trading activities and plans.
- 1.10 Net surpluses generated (after taking into account treasury management costs and any changes in financial rates and capital financing costs) by the Administering Authority as a result of its management of positive cash flows on behalf of the other Partner Authorities shall be allocated to their respective Earmarked Reserve Accounts. Whilst the County Council remains the Administering Authority these allocations shall be made in accordance with the Waste Collection Authorities un-weighted formula as set out in **paragraph 3** of this **Schedule**.
- 1.11 The cost sharing formulae shall apply to the Board in respect of its budget for the 2007/08 – part Financial Year and all future Financial Years unless amended in accordance with this Agreement.

2. CLIENT COSTS FORMULA

- 2.1 The initial division of costs is between the Waste Disposal Authority and the Waste Collection Authorities with the Waste Disposal Authority responsible for 45.76 per cent of costs and the Waste Collection Authorities 54.24 per cent.
- 2.2 Following this initial division, the actual share payable by each Partner Authority shall be calculated as follows:

Waste Collection Authority share

The Waste Collection Authorities shall each be responsible for costs in equal proportion to the percentage of Residential Properties registered for Council Tax in the County located within their area.

Waste Collection Authority share = $(\text{Cost} \times 54.24\%) \times (\text{NR} \div \text{TRC})$

Where:

NR – number of Residential Properties in the relevant Waste Collection Authority Area; and

TRC – total number of Residential Properties in the County

Waste Disposal Authority share

Waste Disposal Authority share = $\text{Cost} \times 45.76\%$.

3. WASTE COLLECTION AUTHORITIES UN-WEIGHTED FORMULA

The division of costs is between the Waste Collection Authorities, with each responsible for costs in equal proportion to the percentage of Residential Properties in the County located within their area.

The formula is:

Waste Collection Authority share = $\text{Cost} \times (\text{NR} \div \text{TRC})$

Where:

NR – number of Residential Properties in the relevant Waste Collection Authority Area; and

TRC – total number of Residential Properties in the County.

4. WASTE COLLECTION AUTHORITIES ALL COUNCILS WEIGHTED FORMULA

The division of costs is between the Waste Collection Authorities, with each responsible for costs in equal proportion to the percentage of Residential Properties in the County located within their area adjusted using the Sparsity Weighting Factor.

The formula is:

Waste Collection Authority share = Cost x (NR x Sparsity Weighting Factor) ÷ CNR

Where:

NR – number of Residential Properties in the relevant Waste Collection Authority Area; and

CNR – the sum of NR x Sparsity Weighting Factor for each Waste Collection Authority.

5. WASTE COLLECTION AUTHORITIES SERVICE LEVEL BASED WEIGHTED FORMULA

5.1 The division of costs is between the Waste Collection Authorities, with each responsible in equal proportions relative to the level of service for the cost item concerned (for example all Waste Collection Authorities offering the 'Sort It! Service' shall pay the same proportion of the service cost).

5.2 Each Waste Collection Authority shall be responsible for costs in equal proportion to the percentage of Residential Properties registered within their area, as a proportion of Residential Properties in all Waste Collection Authority Areas covered by the level of service in question, adjusted using the Sparsity Weighting Factor.

The formula is:

Waste Collection Authority share = Cost x (NR x Sparsity Weighting Factor) ÷ TNR

Where:

NR – number of Residential Properties in the relevant Waste Collection Authority Area;

TNR – the sum of Residential Properties in the Waste Collection Authority Area x Sparsity Weighting Factor for the Waste Collection Authorities offering the level of service in question.

6. WASTE COLLECTION AUTHORITIES SERVICE LEVEL BASED UN-WEIGHTED FORMULA

6.1 The division of costs is between the Waste Collection Authorities, with each responsible in equal proportions relative to the level of service for the cost item concerned and the number of Residential Properties registered within their area (for example all Waste Collection Authorities offering the 'Sort It! Service' shall pay the same proportion of the cost of internally and externally cleaning wheeled bins).

6.2 Each Waste Collection Authority shall be responsible for costs in equal proportion to the percentage of Residential Properties registered within their area, as a proportion of Residential Properties in all Waste Collection Authority Areas covered by the level of service in question.

The formula is:

Waste Collection Authority share = Cost x (NR ÷ UNR)

Where:

NR – number of Residential Properties in the relevant Waste Collection Authority Area;

UNR – the sum of Residential Properties in the Waste Collection Authority Area for the Waste Collection Authorities offering the level of service in question.

7. STRATEGIC BRING SITES FORMULA

The division of costs is between the Waste Collection Authorities, with each responsible for costs in equal proportion to the percentage of Strategic Bring Sites in the County located within their area.

The formula is:

Waste Collection Authority share = Cost x (SA ÷ SC)

Where:

SA – number of Strategic Bring Sites in the relevant Waste Collection Authority Area; and

SC – number of Strategic Bring Sites in the County.

8. NEIGHBOURHOOD BRING SITES FORMULA

The cost will be shared between the Waste Collection Authorities, with each responsible for costs in equal proportion to the percentage of Neighbourhood Bring Sites in the County located within their area.

The formula is:

Waste Collection Authority share = Cost x (NA ÷ NC)

Where:

NA – number of Neighbourhood Bring Sites in the relevant Waste Collection Authority Area; and

NC – number of Neighbourhood Bring Sites in the County.

9. COMMUNAL REFUSE FORMULA

The cost will be shared between the Waste Collection Authorities, with each responsible for costs in equal proportion to the percentage of Communal Refuse Collection Capacity in the County located within their area.

The formula is:

Waste Collection Authority share = Cost x (CA ÷ CC)

Where:

CA – Communal Refuse Collection Capacity in the relevant Waste Collection Authority Area; and

CC – Communal Refuse Collection Capacity in the County.

10. COMMUNAL RECYCLING FORMULA

The cost will be shared between the Waste Collection Authorities, with each responsible for costs in equal proportion to the percentage of Communal Recycling Sites in the County located within their relevant area.

The formula is:

Waste Collection Authority share = Cost x (CRA ÷ CRC)

Where:

CRA – number of Communal Recycling Sites in the relevant Waste Collection Authority Area; and

CRC – number of Communal Recycling Sites in the County.

11. PAYMENT IN LIEU OF RECYCLING CREDITS FORMULA

The Waste Disposal Authority shall be responsible for making payments to the Board in lieu of recycling credits.

The formulae are:

Waste Disposal Authority contribution = WC x CADR

Where:

WC - tonnes of dry recyclable waste collected and recycled as a result of Waste Collection Authority functions in the County; and

CADR - current rate of Payment in Lieu of Recycling Credits

Waste Collection Authority offset = DRWA x CADR

Where:

DRWA – tonnes of dry recyclable waste collected and recycled as a result of Waste Collection Authority functions within the relevant Waste Collection Authority Area; and

CADR – current rate of Payment in Lieu of Recycling Credits

12. SWAP TEAM FORMULA

12.1 The initial division of costs is between the Waste Disposal Authority and the Waste Collection Authorities, with the Waste Disposal Authority responsible for 82.35 per cent of costs and the Waste Collection Authorities 17.65 per cent.

12.2 Following this initial division, the Waste Collection Authorities will each be responsible for costs in equal proportion to the percentage of Residential Properties located within their area.

The formulae are:

Waste Disposal Authority share = Cost x 82.35%

Waste Collection Authority share = (Cost x 17.65%) x (NR ÷ TRC)

Where:

NR – number of Residential Properties in the relevant Waste Collection Authority Area; and

TRC – total number of Residential Properties in the County.

13. CUSTOMER SERVICES

The division of costs is between the Waste Disposal Authority and the Waste Collection Authorities. The mechanism to divide costs shall be agreed subsequently by the Partner Authorities based on a recommendation prepared by the Single Client Group and agreed by the Board.

14. ACTUAL USAGE BASIS

The division of costs or income between the Waste Collection Authorities based on actual usage of the service in question by residents in each Waste Collection Authority Area.

15. DIRECTLY ASSOCIATED COSTS BASIS

The allocation of a cost to a particular Partner Authority because that cost arises as a direct result of a policy or other factor unique to that Partner Authority. Specifically, all costs associated with the functions of the Waste Disposal Authority shall be allocated on this basis to the Waste Disposal Authority.

16. COST SHARING FORMULAE APPLYING TO THE BOARD BUDGET 2007/08

Expenditure

Single Client Group

Salaries & on-costs	Client Costs Formula
Travel & Subsistence	Client Costs Formula Admin, training, meetings & IT
& campaigns	Client Costs Formula Advertising
accommodation	Client Costs Formula Office rent & Client Costs Formula

SWAP Team	SWAP Team Formula
Support Services	
Legal	Client Costs Formula
Insurance	Client Costs Formula
Finance	Client Costs Formula
Audit	Client Costs Formula
Human Resources	Client Costs Formula
ICT	Client Costs Formula
Customer Services	Customer Services Formula
Other support services	Client Costs Formula
Direct Services	
Waste Disposal	
Disposal – Landfill	Directly Associated Costs Basis (allocated to County Council) Disposal
– HWRCs	Directly Associated Costs Basis (allocated to County Council) Disposal – IVC
(food waste)	Directly Associated Costs Basis (allocated to County Council) Disposal –
Hazardous waste	Directly Associated Costs Basis (allocated to County Council) Composting
Composting	Directly Associated Costs Basis (allocated to County Council)
Kerbside Recycling	
Weekly (TDBC;MDC;SSDC)	WCA Service Level Based Weighted Formula
Fortnightly (WSDC;SDC)	WCA Service Level Based Weighted Formula
Cardboard Collection (WSDC)	Directly Associated Costs Basis (allocated to West Somerset)
Garden Waste Collections	Actual Usage Basis
Household Refuse	
Fortnightly	WCA Service Level Based Weighted Formula
(TDBC;MDC;SSDC)	
Weekly (WSDC;SDC)	WCA Service Level Based Weighted Formula Weekly
(TDBC;MDC)	WCA Service Level Based Weighted Formula Household
Refuse -	
Communal	Communal Refuse Formula
Food Waste Transfer	Directly Associated Costs Basis (allocated to County Council)
Bring Banks	
Strategic sites	Strategic Bring Sites Formula
Neighbourhood sites	Neighbourhood Bring Sites Formula
Schools & SS Recycling	Directly Associated Costs Basis (allocated to County Council)
Clinical Waste	
Household Collections	WCA un-weighted Formula
Other Collections	WCA un-weighted Formula
Clinical Waste Disposal	Directly Associated Costs Basis (allocated to County Council)
Bulky Waste Collections	Actual Usage Basis
Communal Recycling	Communal Recycling Formula
Schools & SS Refuse	Directly Associated Costs Basis (allocated to County Council)
Commercial Waste	
Commercial waste collection	Actual Usage Basis
Commercial waste disposal	Actual Usage Basis
SWB Directed Collections	WCA un-weighted Formula
Container Maint & Delivery	
Internally and externally clean	WCA Service Level Based Un-weighted Formula
'Basic Maintenance/repairs'	WCA un-weighted Formula

'Major Maintenance/repairs'	WCA un-weighted Formula
2 Wheeled Bin Repair	WCA Service Level Based Un-weighted Formula Delivery of Sort-it! New HH Kit
WCA Service Level Based Un-weighted Formula Delivery of Sort-it! New HH Kit	WCA Service Level Based Un-weighted Formula Delivery of 4 wheeled bins
WCA un-weighted Formula	
Delivery of 2 wheeled bins	WCA Service Level Based Un-weighted Formula
Delivery of Kerbside Box	WCA un-weighted Formula
Delivery of Food Containers	WCA Service Level Based Un-weighted Formula
Day Works	WCA un-weighted Formula
Admitted Body Pension Costs	
Base pension cost	Directly Associated Costs Basis (allocated to South Somerset)
Incremental pension cost	WCA un-weighted Formula
Transitional Costs	WCA un-weighted Formula
Depot Costs	WCA un-weighted Formula
Bring Site Bin Financing	Actual Usage Basis
Schools Bin Financing	Directly Associated Costs Basis (allocated to County Council)
ECT Discount	WCA un-weighted Formula
Inter Authority Transfers	
Transfer Station Avoided Cost	Directly Associated Costs Basis (allocated to County Council)
Payment in Lieu of Recycling Credits	Payment in Lieu of Recycling Credits Formula
Vehicle Financing Net Saving	Client Costs Formula
Income	
Garden waste charges	Actual Usage Basis
Bulky waste charges	Actual Usage Basis
Hazardous waste grant	Directly Associated Costs Basis (allocated to County Council)
Commercial waste charges	Actual Usage Basis
DEFRA WPE Grant	As per existing 2007/08 budgets
Schools & Social Services	Directly Associated Costs Basis (allocated to County Council)
Avoided Waste Transfer	WCA un-weighted Formula
Payment in Lieu of Recycling Credits	Payment in Lieu of Recycling Credits Formula

SCHEDULE 6

Exit arrangements

1. DEFINITION

Definitions used in this **Schedule 6** shall be the same as those set out in the Agreement, with the following additional definitions:

"District Authorities"

means all of the Partner Authorities excluding the County Council;

"Dissolution Agreement"

means the agreement entered into by the Partnering Authorities in accordance with **clause 15.2** and this **Schedule 6**.

2. INTRODUCTION

In the event of agreement that the Board should be dissolved or in the event of the termination of this Agreement in accordance with **clause 31** the Partner Authorities shall (acting reasonably) negotiate and seek to agree and execute a legally binding agreement dealing with the novation or termination of the Principal Contracts (excluding the Disposal Contracts) and the allocation amongst the Partner Authorities of the property, assets, rights, staff and liabilities held or employed by the Administering Authority on behalf of the Board. Such agreement shall include, as a minimum, provisions to deal with the matters listed in this **Schedule 6**.

3. TRANSFER OF ASSETS

- 3.1 The Administering Authority shall prepare and maintain a list of the assets owned by it on behalf of the Board and include the list in the Dissolution Agreement.
- 3.2 The Partner Authorities shall meet and (acting reasonably) apportion the ownership of the assets equally amongst the Partner Authorities and the Administering Authority shall transfer the assets to the relevant Partner Authorities.
- 3.3 Where assets cannot equally be apportioned to the Partner Authorities, one Partner Authority shall agree to accept the assets and provide compensation to the remaining Partner Authorities on a mutually agreed basis.
- 3.4 Any assets used in connection with the Board that were owned by the Administering Authority prior to the commencement of this Agreement shall, unless the Partner Authorities agree otherwise remain the property of the Administering Authority.

4. NOVATION OF THE COLLECTION CONTRACT AND ANY THIRD PARTY CONTRACTS

- 4.1 The Collection Contract shall need to be either novated to one or all of the District Authorities, or else will need to be determined in accordance with the provisions of the Collection Contract.
- 4.2 The Administering Authority shall be required to take all reasonable steps to novate the Collection Contract in accordance with the agreement reached by the District Authorities.
- 4.3 In the event that the District Authorities agree to continue the Collection Contract it may be necessary to continue other third party contracts held by the Administering Authority, in which case these will also need to be assigned or novated to the nominated District Authority or to all of the District Authorities.
- 4.4 Where a third party consent is required to any assignment or novation the Administering Authority shall use all reasonable endeavours to procure such assignment or novation to the relevant District Authority(ies) and do all other things reasonably necessary to obtain such third party consents.
- 4.5 Where a third party consents to the assignment or novation of a third party contract, the Partner Authorities shall each pay an equal share of any fees charged by the third party in association with such assignment or novation.

- 4.6 The Dissolution Agreement shall deal with any residual liabilities or ongoing responsibilities of the Partner Authorities in respect of the Collection Contract.

5. TRANSFER OF THE SINGLE CLIENT GROUP

- 5.1 In the event that it is agreed by the Partner Authorities that one of the Partner Authorities will host the Single Client Group following dissolution of the Board the Dissolution Agreement shall deal with the process for the transfer of the staff and assets of the Single Client Group to the nominated Partner Authority. In respect of such transfer the Partner Authorities shall have regard to the principles set out in **Schedule 3** (Change of Administering Authority) in respect of the transfer of the staff and assets of the Single Client Group.
- 5.2 If the Partner Authorities fail to agree a nominated Partner Authority to host the Single Client Group or if no Partner Authority is willing to host the Single Client Group then the Dissolution Agreement shall deal with the process for the transfer of the staff and assets of the Single Client Group to all of the Partner Authorities.

SCHEDULE 7

Collection Contract

1. ADMINISTRATION OF THE COLLECTION CONTRACT

Unless otherwise defined in this Agreement, terms used in this **Schedule** shall be as defined in the Collection Contract.

2. PARTNER NOTICE OF CHANGE

- 2.1 Each Partner Authority (except the County Council) may order a change to the Services (including the provision of new services) by serving a notice of change (a "**Partner Notice of Change**") on the Administering Authority, the Board and all other Partner Authorities setting out the required change in the Services in sufficient detail to enable the Collection Contractor to provide an Estimate.
- 2.2 A Partner Authority shall not issue a Partner Notice of Change which:
- 2.2.1 requires the Services to be performed in a way that infringes legislation;
 - 2.2.2 would cause any Planning Permission or Necessary Consent to be breached and/or revoked;
 - 2.2.3 would materially and adversely affect the health and safety of any person; and/or
 - 2.2.4 would substantially alter the scope of the Services.
- 2.3 Within 20 Business Days of receipt of the Partner Notice of Change, the Administering Authority shall invite a meeting of the Board to consider the implications of the Partner Notice of Change and to recommend any changes to the Partner Notice of Change.
- 2.4 On receipt of any comments from the Board and/or the Partner Authorities the Partner Authority issuing the Partner Notice of Change shall consider at its absolute discretion whether any amendment to the Partner Notice of Change is required.

- 2.5 The Administering Authority shall serve a Notice of Change setting out the change in Services requested by the Partner Authority in the Partner Notice of Change on the Collection Contractor in accordance with clause 43.2 of the Collection Contract.
- 2.6 The Administering Authority shall within 10 Business Days of receipt of the Estimate given by the Collection Contractor pursuant to clause 43.4 of the Collection Contract, forward such Estimate to the Board and to the Partner Authority that requested the change.
- 2.7 Within 25 Business Days of receipt of the Estimate the Partner Authority which requested the change may in consultation with the Board require the Administering Authority to:
- 2.7.1 confirm in writing the Estimate;
 - 2.7.2 suggest reasonable amendments to the Estimate; or
 - 2.7.3 request the withdrawal of the Notice of Change.
- 2.8 If a Partner Authority does not confirm its decision in writing to the Administering Authority in relation to the Estimate within 20 Business Days of the provision of the Estimate, its approval shall be deemed not to have been given and the Notice of Change will be withdrawn in accordance with clause 43.6 of the Collection Contract.
- 2.9 If the Partner Authority confirms in writing to the Board and the Administering Authority the Estimate, the Administering Authority shall confirm such change to the Collection Contractor and the change in the Services shall be effected as an agreed variation to the Collection Contract.
- 2.10 The Partner Authority requesting the change in the Services shall meet all additional costs of the Estimate through an adjustment to its contribution to the Annual Budget and in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).
- 2.11 Where any such change in the Services results in any consequential additional costs or liabilities for the Administering Authority and/or other Partner Authorities the Partner Authority requesting the change in the Services shall meet all such additional costs or liabilities of the other Partner Authorities through an adjustment to its contribution to the Annual Budget and in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).
- 2.12 Where any change in the Services results in a reduction in the Services Payment the Partner Authority requesting the change in the Services shall receive a reduction in its contributions to the Annual Budget in accordance with the principles set out in **Schedule 5** (Budget and Cost Sharing Agreement), provided always that such change has not increased the costs or liabilities of the other Partner Authorities in which case these costs or liabilities shall be taken into account in calculating the reduction in the Partner Authority's contributions.
- 2.13 Where the Collection Contractor requests that the Administering Authority issues a Notice of Change pursuant to clause 43.8 of the Collection Contract, the Administering Authority shall request that the Board decides whether or not to issue such a Notice of Change. A Notice of Change may only be issued if agreed by the Board.

3. WITHDRAWAL FROM THE COLLECTION CONTRACT

- 3.1 Any of the Partner Authorities (other than the County Council) may on giving 12 months' written notice to the Clerk of the Board withdraw from the joint collection and recycling arrangements.
- 3.2 In the event of a Partner Authority serving notice under **paragraph 3.1** of this **Schedule** the Administering Authority shall obtain from the Collection Contractor an Estimate of the costs of

removing the relevant Partner Authority from the Collection Contract for the remainder of the original contract term or the period of such extension as may have been agreed at the point of service of the notice under **paragraph 3.1** of this **Schedule**.

- 3.3 If the relevant Partner Authority confirms in writing to the Administering Authority its acceptance of the Estimate, the Administering Authority shall confirm such change to the Collection Contractor and the removal of the Partner Authority shall be effected as an agreed variation to the Collection Contract.
- 3.4 The relevant Partner Authority shall meet all additional costs of the Estimate including the reasonable costs incurred by the Administering Authority through an adjustment to its contribution to the Annual Budget and in accordance with the principles set out in **Schedule 5** (Budget and cost sharing agreement).
- 3.5 Where the removal of a Partner Authority results in any consequential additional costs or liabilities for the other Partner Authorities the relevant Partner Authority shall meet all additional costs or liabilities of the other Partner Authorities through a lump sum payment to the other Partner Authorities or in such other manner as the other Partner Authorities in consultation with the Board may each at their absolute discretion agree.
- 3.6 The Partner Authorities agree that where a Partner Authority withdraws from the Collection Contract in accordance with this **Schedule** the Partner Authorities agree that the principles outlined in **Schedule 3** and those contained in the Workforce Code where applicable should apply to the transfer of staff, assets and equipment from the Collection Contractor to the relevant Partner Authority or a contractor of the relevant Partner Authority.

4. EXTENSION OF THE COLLECTION CONTRACT

- 4.1 No later than 12 months prior to the expiry of the Collection Contract the Board shall meet and consider whether or not to extend the term of the Collection Contract (in accordance with clause 2.2 of the Collection Contract). Where the Board proposes to extend the term of the Collection Contract the Managing Director shall, as soon as reasonably practicable, notify the Chief Executive of each of the Partner Authorities of its decision.
- 4.2 Each Partner Authority shall have a period of 30 Business Days from receipt of the notice from the Managing Director (in accordance with **paragraph 4.1** above) in which to consider it. Where a Partner Authority (other than the County Council), acting reasonably, does not wish the Collection Contract to be extended, it shall notify the Managing Director of its decision forthwith (and in any event within five Business Days of expiry of the 30 Business Day notice period). For the avoidance of doubt, where a Partner Authority does not wish the Collection Contract to be extended it shall not be treated as withdrawing from the Collection Contract for the purposes of paragraph 3 of this **Schedule 7**.
- 4.3 Provided that at least two Partner Authorities (other than the County Council) serve notice on the Managing Director ratifying the Board's proposal to extend the Collection Contract, the Board shall procure that the Administering Authority takes all reasonable steps necessary to extend the Collection Contract (in accordance with the terms of that contract) and, where necessary, to vary the Collection Contract to reflect the reduced number of Partner Authorities who are subject to it.
- 4.4 Where only one Partner Authority serves notice on the Managing Director ratifying the Board's proposal to extend the Collection Contract, the Board shall not extend the Collection Contract and it shall come to an end in accordance with the terms of that contract.

5. DISPUTES

- 5.1 If a dispute arises in relation to any aspect of the Collection Contract, which cannot be resolved between the Contract Manager and the Contractor's Representative in accordance with clause 36.1.1 of the Collection Contract, the Administering Authority shall promptly notify the Board of the dispute.
- 5.2 In the event that any dispute is referred to mediation or arbitration in accordance with clauses 36.2 and 36.3 of the Collection Contract the Administering Authority shall promptly notify the Board and shall keep the Board regularly informed of the progress of the dispute referred to mediation or arbitration.

Somerset Waste Board meeting
 28 June 2019
 Report for decision

Paper
 Item No

Recycling Centres – Van & Trailer Access Permits

Lead Officer: David Oaten, Contracts Manager – Treatment & Infrastructure

Author: David Oaten, Contracts Manager – Treatment & Infrastructure

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Forward Plan Reference:	
Summary:	This report recommends that Somerset keeps the formal acceptance protocol (permitting) in line with the present scheme terms and conditions at all Recycling Sites, to continue to reduce congestion at peak usage times, maintain control on the deposit of waste from out of county sources and limit the use of commercial type vehicles.
Recommendations:	That the Somerset Waste Board approves the continuation of a formal acceptance protocol (permitting) at Recycling Sites in line with the approach set out in paragraph 1.4 of this report.
Reasons for recommendations:	<p>To continue to mitigate large scale cross-border use of Somerset Recycling Sites and respond to restrictions in our neighbouring authorities.</p> <p>To continue to provide free access to Somerset residents transporting household waste material in standard non-commercial type vehicles.</p> <p>To control, via a permit system, the admittance of commercial type vehicles and trailers used by Somerset residents, to reduce congestion at peak site usage periods and to reduce commercial waste abuse.</p>
Links to Priorities and Impact on Annual Business Plan:	Business Plan 2019-24, Item 1.4.2 – Reviewing the services we provide at the recycling sites.
Financial, Legal and HR Implications:	<p>Financial;</p> <ul style="list-style-type: none"> • Prior to the commencement of the van & trailer access permits from October 2016, it was indicated to the Board in June 2016, a 3-year scheme administration cost of £37,000.

	<ul style="list-style-type: none"> • The actual scheme costs have amounted to; <ul style="list-style-type: none"> • £38,076 in 2016/17 – inclusive of pre-start site surveys, advertising, site signage, website development, contribution to the Library Service for their support to applicants without IT capability and the issue of 22,048 permits • £12,116 in 2017/18 – additional website costs plus the issue of 11,589 permits • £8,114 in 2018/19 – the issue of 8,782 permits • Budget of £8,800 for 2019/20 – for the months of April & May 2019, 1,617 permits were issued • Total scheme costs amount to £58,306, 57% more than the indicative costings at the commencement of the scheme • As outlined in the June 2016 report there was a risk that an underestimate of the number of permits requested could occur, the initial estimate was 17,000 per annum (a total of 51,000) whilst the actual to date (October 2016 to 31st May 2019) has been 44,036, therefore well within the number previously reported • Whilst not all of the recent tonnage reduction that we have seen through the recycling sites – an aggregate reduction of 9,272 tonnes when compared to the 2015/16 ‘all sites’ tonnage of 73,719, since the restricted access permit introduction in 2016, can be directly attributed to the scheme, there has nether the less been a tonnage cost saving of circa £226,000 over that period, giving a net (including permit costs) saving of £167,000. • Over the initial three years of the permit system, it was expected that the costs and savings would at least break even. This in addition to the benefit of reduction in site congestion. • Despite highlighting a potential risk of increased fly tipping resulting from the introduction of the restricted access permits in 2016 and the resultant increased costs to partner authorities in having to deal with such incidents, we have seen an aggregate reduction of 2,195 incidents when compared to the 2015/16 total of 5,261 incidents.
<p>Equalities Implications:</p>	<p>An Equalities Impact Assessment was completed for the proposed permit scheme in 2016 and is still relevant, so an updated version is attached as Appendix 1 to this report. A key</p>

	<p>issue that emerged from the Equalities Impact Assessment was to have appropriate 'assisted digital' and alternatives to online applications to ensure that the digitally excluded were not adversely affected. This has worked very well with the assistance provided by the Library Service.</p>
<p>Risk Assessment:</p>	<p>There is a risk of;</p> <ul style="list-style-type: none"> • our neighbouring authorities (those who have not already imposed access restrictions) implementing similar policies, diverting current export tonnages (Somerset residents using other authority sites) back in to Somerset sites • failing to promote an effective PR campaign prior to the scheme renewal date, mitigated by the SWP's previous good record in communicating Recycling Site changes to Somerset residents • based on previous experience, any form of access restriction may increase fly-tipping. This will be mitigated by effective promotion campaigns and message reinforcement on the permits, while reduced congestion at sites should also continue to reduce fly-tipping. The existing fly-tipping subsidy will continue to recompense any additional collection costs, by the County Council to the partner District Councils.

1. Current conditions of use at Somerset Recycling Sites

- 1.1. Currently all residents of Somerset can use any of the 14 recycling centres to dispose of their recyclables and household waste for free. There are also two Community Recycling Sites located at Crewkerne & Dulverton that charge a £2.00 entry fee. Charges currently also exist for the deposit of non-household items such as hardcore, tyres, gas bottles, plasterboard & asbestos. Ten of the sites in Somerset also provide access to 'paid for' commercial waste.

Somerset currently provides access permits to certain vans and trailers, in line with the Van & Trailer Access Permits terms and conditions.

Due to the location of many of our sites, bordering county neighbours such as Dorset in the South and Bath & North East Somerset (B&NES) to the North, it is believed that a significant number of non-Somerset residents use Somerset sites. In addition to this natural influx of non-residents, a number of the bordering councils have some form of usage restrictions in place that further encourages additional residents to travel across the county border to use the Somerset sites in preference to their own. The restrictions a number of our neighbouring authorities have in place ensure that Somerset residents are unable to access their sites in the same manner.

1.2. Summary of Somerset's Van & Trailer Access Permit

1. A 3-year 'free on request' permit scheme for all vans up to a 3.5 tonne Gross Vehicle Weight (GVW) and single axle trailers up to 3 metres in length, effective since 3rd October 2016.



2. The type of trailer that a permit is issued for is a single axle, with one wheel on each side, and to a maximum of 3 metres in length.
3. The limit of commercial type vans is 3.5 tonne GVW.
4. A permit for a van and/or trailer is available to each Somerset residential address, but that a van and trailer permit cannot be used in conjunction.
5. Hire vans and trailers are allowed access upon proof of a hire period agreement of 3 days or less being required and produced upon entry to site before off-loading.
6. The existing ANPR system is used for monitoring purposes and for contractor site staff to monitor usage and compliance, further use of this technology is used to identify potential abuse of the permit scheme.
7. Businesses wanting to use the commercial waste facilities do not require a permit as they are paying for the disposal of their waste. Businesses are however required to abide by the van & trailer size restrictions imposed by the permit scheme.
8. Out of County access for commercial type vehicles (including trailers) are not included or allowed as part of the permit scheme.
9. Where a dispute arises regarding vehicle classification, reference to the vehicles DVLA V5 document determines whether a permit is required or not.
10. In situations where a Somerset resident is not able to access the on-line method of applying for a permit, the Library Service continues to provide digital assistance as required.
11. The permit schemes existing terms and conditions can be found in full here <https://www.somersetwaste.gov.uk/apply-for-a-permit/>

1.3. Review Process for the Van & Trailer Access permit

In order to review the van and trailer access permit terms and conditions we;

- Investigated the level of customer complaint and contact
- Reviewed the off-site impact of the access restrictions (fly tipping)
- Examined what other authorities are now doing
- Held site manager meetings to review their feedback to the scheme
- Undertook a targeted survey of 9,500 permit holders
- Reviewed the possible impacts of new legislation
- Consulted with the SWB Senior Management Group

Since the inception of the scheme from October 2016, only 39 formal complaints have been recorded, ranging from concerns about the policy itself (19), that double axle trailers are excluded from the scheme (8), those needing clarification on the type of Landrover impacted (4), the restriction on van size (4), issues with camper van classification (3) and concern that pick-ups required a permit (1). Whilst there was significant 'non-formal' customer contact at the commencement of the permit scheme, this has reduced to circa 5 contacts per week, predominantly seeking advice or clarification rather than complaint. From a customer engagement & contact perspective, it is believed the current permit scheme terms and conditions do not need amending.

Fly tipping impacts have been reviewed since the commencement of the permit scheme, with the countywide year on year totals shown below. From this it is clear that the introduction of the permit scheme in 2016 has not had a detrimental impact on the number of fly tipping incidents in the county, in fact it could be considered that the existence of a permit scheme and the transparency that this brings has had a positive impact on fly tipping. It is believed that the on-site management of those residents that turn up without knowledge of the permit scheme has also mitigated the impact on fly tipping numbers.

- 2015/16 – 5,261 incidents
- 2016/17 – 4,852 incidents
- 2017/18 – 4,629 incidents
- 2018/19 – 4,107 incidents

It is still clear from the review of other local authority access restriction schemes that we remain toward the median. Many similar schemes exist but most are more restrictive with regards trailer length and van size. For this reason, it is believed our current terms and conditions are fair in comparison to other like schemes.

Whilst the site manager meetings provided the opportunity for robust debate around the scheme administration and detail, the unanimous result was that there should be a recommendation for no change from the current scheme terms and conditions. The site managers reported that there had been clear improvements in site congestion since the introduction of the permit scheme and that their ability to challenge potential commercial waste abuse had also improved.

Through a targeted survey of 9,500 existing permit holders, we received 2,033

returns, a 21.4% response rate. Given that we had over 2,000 replies, it is believed that this gives a 95% confidence rate that the overall view expressed is fair and representative of all permit holders. The detailed results are shown in Section 3 of this report, the findings again point toward maintaining the permit schemes current terms and conditions.

It is still unclear whether new legislation will be introduced, resulting from the Resources & Waste Strategy, that may impact the operation of the permit scheme. Should, following the planned national consultations, there be legislation focused on local authorities providing a consistent level of service that impacts the permit scheme, a further report on the consequences will be brought to the Board.

The Senior Management Group, based on the findings of the review, endorsed the approach outlined within this report at their April 2019 meeting.

1.4. Proposal for the Permit Renewal Process from October 2019

As the result of the full and robust review of the van and trailer permit scheme points toward a clear endorsement of the existing terms and conditions, it is proposed that no alterations be made and that rather than issuing the new tranche of permits that are due from October 2019, the life of the existing permits be extended and allow the natural churn (change of address, vehicle, etc) to gradually renew permits.

This approach will avoid the cost of the wholesale permit renewal scheduled for October 2019 – believed to be circa £26,000 plus the administrative burden that such a renewal would incur. It is expected that financial saving provided by continued reduced tonnages through the recycling sites will continue to outweigh the cost of administering the permit scheme.

Whilst the existing permits have an expiry date, contact and publicity will be targeted toward current permit holders to ensure that they are aware that they can continue to make use of their existing permit, ignoring the expiry date.

The design of the permits, provided the Board approve the recommendations within this report, will be amended to remove the expiry date and will be colour coded by year of issue, so that further reviews of the scheme will not be tied to set dates but will enable continued data & site management of applications.

2. Options considered and reasons for rejecting them

2.1. There were a few of the existing permit conditions that were considered for modification;

- Amending the application process
- The use of e-permits
- Reduction of the single axle trailer length tied to the acceptance of small multiple axle trailers

- 2.2.** Although we experienced a spike in customer contact at the commencement of the permit scheme in 2016, this has significantly reduced to a manageable level of circa 5 per week. Despite this it was appropriate to question existing permit holders whether the application process and subsequent contact with either the SWP or Partner authorities was adequate.

Of the 2,033 consultation respondents, 99.5% found the application process either easy or fairly easy, with only 11 suggesting any problems.

Therefore, it is not proposed to amend the permit application process at this time.

- 2.3.** The concept of using e-permits rather than the current printed format was considered to reduce administration and processing costs. Should the recommendation within this report have been to significantly alter the existing terms and conditions of the permit scheme and therefore require a refresh of the existing permits, this option may have been more attractive.

However, if approved, as the recommendation is to extend the life of the existing permits, allied to concerns raised by site managers with regards handling mobile devices on site and the result of the consultation question where 18.5% of current permit holders would not be able to produce their own permit or proof of holding a permit, this option was not considered appropriate at this time.

- 2.4.** As multiple axle trailer issues were the second most popular reason for residents to make formal contact with the SWP following implementation of the permit scheme, it was necessary to consider relaxing the current terms and conditions with this regard.

At the commencement of the permit scheme it was found that the terms and conditions changed the behaviour of trailer users in Somerset and a number confirmed that they had changed from owning a multiple axle to a single axle trailer as a result.

The reason for limiting access to single axle trailers remains, in that we control carry capacity, reduce residency time on site and thereby limit congestion. This combined with not wishing to further impact those residents that have altered their choice of trailer because of the existing permit scheme terms and conditions, leads to the conclusion that shortening the length acceptance criteria for single axle trailers or the inclusion of multiple axle trailers is not appropriate at this time.

3. Consultations undertaken

- 3.1.** As part of the review process a targeted consultation was issued to 9,500 registered permit holders on 27th March 2019 with a reply date of Midnight on 25th April 2019. Of the 9,500 supplied with the questionnaire, 2,033 (21.4%) replied, giving a 95% confidence level that the responses are representative of all permit holders.

Summary of the questions and the responses received;

- How easy did you find it to apply for your permit?
 - Easy – 1,679 (82.6%)
 - Fairly easy – 343 (16.9%)
 - Not easy – 11 (0.5%)

- We are considering potential options for when van and trailer permits are to be renewed. If an electronic copy of a permit was emailed to you, would you be able and willing to print your permit?
 - In colour – 1,196 (58.8%)
 - In black ink only – 461 (22.7%)
 - No – 376 (18.5%)

- What type(s) of permit do you have for Somerset recycling sites?
 - Van only – 1,000 (49.2%)
 - Trailer only – 905 (44.5%)
 - Both van and trailer – 128 (6.3%)

- What size is the trailer you use when going to the recycling site?
 - Less than 2 metres – 677 (65.5%)
 - 2 to 3 metres – 357 (34.5%)

- Thinking about your visits to Somerset recycling sites over the last year, which of the following statements most closely matches your use
 - I use a recycling site most weeks – 232 (11.4%)
 - I use a recycling site most months – 986 (48.5%)
 - I use a recycling site 3 or 4 times a year – 674 (33.2%)
 - I use a recycling site once or twice a year – 106 (5.2%)
 - I have not used a recycling site in the last year – 35 (1.7%)

- How often has your permit been checked by Somerset's recycling site staff?
 - Never – 559 (28.0%)
 - Sometimes – 1,071 (53.6%)
 - Often – 369 (18.4%)

- Do you tend to use the same recycling site?
 - Yes – 1,853 (92.7%)
 - No – 146 – (7.3%)

Other questions included which recycling site was generally used, a free text question asking for any other permit related comments and a number of standard equality questions (age, disability or long-term health condition, sex and minority ethnic grouping).

4. Background papers

- 4.1. SWB Recycling Centres Restricted Access Permit Report – 17th June 2016
SWB Recycling Centres Restricted Access Permits Scheme Review Report – 30th June 2017



Somerset Equality Impact Assessment			
Before completing this EIA please ensure you have read the EIA guidance notes – available from your Equality Officer			
Organisation prepared for	Somerset Waste Partnership		
Version	SWP001	Date Completed	7th May 2019
Description of what is being impact assessed			
Review of the Van & Trailer Restricted Access Permit at the Recycling Sites in Somerset. First implemented in October 2016. Following review, recommendation to the Somerset Waste Board in June is that no change to the current operation of the scheme be made.			
Evidence			
What data/information have you used to assess how this policy/service might impact on protected groups? Sources such as the Office of National Statistics , Somerset Intelligence Partnership , Somerset's Joint Strategic Needs Analysis (JSNA) , Staff and/ or area profiles ,, should be detailed here			
Van & Trailer Permit Application Records Recycling Site ANPR Records Van & Trailer Related Contacts to Somerset Waste Partnership			



Review of other local authority policies with regard restricting access to recycling sites of large & commercial type vehicles

Who have you consulted with to assess possible impact on protected groups? If you have not consulted other people, please explain why?

Permit Holder survey – 9,500 respondents invited to take part in the survey with 2,033 completed questionnaires received.
 Site Manager (16 x sites) and Contract Supervisor consultation
 Review

Analysis of impact on protected groups

The Public Sector Equality Duty requires us to eliminate discrimination, advance equality of opportunity and foster good relations with protected groups. Consider how this policy/service will achieve these aims. In the table below, using the evidence outlined above and your own understanding, detail what considerations and potential impacts against each of the three aims of the Public Sector Equality Duty. Based on this information, make an assessment of the likely outcome, before you have implemented any mitigation.

Protected group	Summary of impact	Negative outcome	Neutral outcome	Positive outcome
Age	<ul style="list-style-type: none"> • People over retirement age may be more likely to have limited or no access to the internet. • Arrangements remain in place for local libraries to provide IT access points and support for on-line permit applications. • In addition to the on line application process, a postal option, supported by telephone advice, is provided for those without computer skills or access • Where the resident has not requested a permit and attends site their first visit will be allowed, with advice from site staff about 	□	⊗	□



	how to apply for a permit prior to next visit.			
Disability	<ul style="list-style-type: none"> Mitigations as per "Age" would apply, in particular alternative means of subscribing and coaching by site staff on first trip to site 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment	<ul style="list-style-type: none"> No impact identified 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marriage and civil partnership	<ul style="list-style-type: none"> No impact identified 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pregnancy and maternity	<ul style="list-style-type: none"> No impact identified 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Race and ethnicity	<ul style="list-style-type: none"> No impact identified 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Religion or belief	<ul style="list-style-type: none"> No impact identified 	□	⊗	□
Sex	<ul style="list-style-type: none"> No impact identified 	□	⊗	□
Sexual orientation	<ul style="list-style-type: none"> No impact identified 	□	⊗	□
Other, e.g. carers, veterans, homeless, low income, rurality/isolation, etc.	<ul style="list-style-type: none"> With the recent rationalisation of opening hours at the 16 recycling sites within Somerset, whilst some restricted hours now operate in rural locations (eg Dulverton), all 16 sites remain open and are now considered viable and fit for purpose for the number of residents wishing to make use of them. 	□	⊗	□

Negative outcomes action plan

Where you have ascertained that there will potentially be negative outcomes, you are required to mitigate the impact of these. Please detail below the actions that you intend to take.

Action taken/to be taken	Date	Person responsible	How will it be monitored?	Action complete
No negative outcomes identified	Select date			□
	Select date			□
	Select date			□



	Select date			<input type="checkbox"/>
	Select date			<input type="checkbox"/>
	Select date			<input type="checkbox"/>
	Select date			<input type="checkbox"/>
	Select date			<input type="checkbox"/>
If negative impacts remain, please provide an explanation below.				
Not applicable				
Completed by:	David Oaten			
Date	7th May 2019			
Signed off by:	Mickey Green			
Date	7th May 2019			
Equality Lead/Manager sign off date:	Tom Rutland 19th June 2019			
To be reviewed by: (officer name)	David Oaten			
Review date:	October 2020			

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