

# Joint Scrutiny Panel of Somerset Waste Board

Monday 16 December 2019

10.00 am Broughton House, Blackbrook  
Park Avenue, Taunton



## SUPPLEMENT TO THE AGENDA

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

We are now able to enclose the following information which was unavailable when the agenda was published:

|         |   |
|---------|---|
| Item 5  | Slim my Waste Feed my Face (Pages 3 - 8)<br>To consider this report   |
| Item 6  | New Collection Contract Mobilisation Update (Pages 9 - 18)<br>To consider the report, noting that there is a confidential appendix  |
| Item 7  | Performance monitoring report Q2 2019/20 (Pages 19 - 42)<br>To consider the report  |
| Item 8  | Draft Business Plan 2020-2025 (Pages 43 - 64)<br>To consider the report   |
| Item 9  | Draft Annual Budget 2020-21 (Pages 65 - 72)<br>To consider the report   |
| Item 10 | Proposed revisions to the Inter-Authority Agreement (Pages 73 - 136)<br>To consider the report  |
| Item 11 | Somerset Waste Board Forward Plan (Pages 137 - 140)<br>To review the Waste Board's Forward Plan of Business and identify any items for consideration at the next Scrutiny Panel meeting |

Item Joint Scrutiny Panel of Somerset Waste Board - 10.00 am Monday 16 December 2019

Published on 13 December 2019

Democratic Services, B3E, County Hall

## Somerset Waste Board meeting

20 December 2019

Report for information

### **Slim my Waste, Feed my Face – a campaign to tackle food waste**

Lead Officer: Mickey Green, Managing Director

Author: Mickey Green, Managing Director

Contact Details: 01823 625707

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| <b>Forward Plan Reference:</b>                                 | SWB/19/07/03  |
| <b>Summary:</b>  | This report summarises the promotional campaign planned to increase participation in food waste recycling and capture more food waste – delivering significant environmental and financial benefits.  |
| <b>Recommendations:</b>  | <b>It is recommended that the Board endorses the proposed approach to driving higher levels of food waste recycling through the ‘Slim my Waste, Feed my Face’ behavioural change campaign being implemented across Somerset in early 2020.</b>  |
| <b>Reasons for recommendations:</b>                            | Too much of Somerset’s food waste is put in the rubbish (26% of residual waste). The food waste in our rubbish is a bigger cause of climate change than the plastic in our rubbish, and costs Somerset taxpayers £950k every year. By using a campaign successfully developed and implemented by Bristol Waste company we aim to increase the tonnage of food waste collected by 16%, saving £213k in total, and increase levels of food waste recycling participation. |
| <b>Links to Priorities and Impact on Annual Business Plan:</b> | Task 2.2.1 within the SWB Approved Business Plan 2019-24 set out our ambition to tackle food waste through a stickering and behaviour change campaign.  |
| <b>Financial, Legal and HR Implications:</b>                   | <b>Financial savings:</b> Turning food waste into energy and soil conditioner at our in-county anaerobic Digester is much lower cost than disposing of food waste in landfill or through Energy   |

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|  | <p>from Waste. Through capturing more food waste, SWP expect that the Slim my Waste campaign will deliver financial savings of £105k in disposal costs in 2020/21 and a total saving of £213k up to 2022/23.</p> <p><b>Costs:</b> The campaign will cost £283,000 of which £118,000 covers the design and production of the materials (potentially lower subject of finalisation of procurements) and £126,000 will be paid for labour and fleet movements. SWP has secured £173,000 in match funding (including from Viridor, our disposal partner) and £110,000 from Somerset County Council’s Improving Lives to Prevent Demand Fund. The anticipated increased cost of food waste caddies/bins (£39k) expected as more people start recycling their food waste will be funded from the Recycle More fund (as agreed with the Strategic management Group).</p> <p><b>Legal:</b> There are no legal implications associated with this campaign.</p> <p><b>HR:</b> Temporary agency staff will be required to undertake the campaign (delivering leaflets and affixing stickers to bins).</p> |
| <p><b>Equalities Implications:</b></p> | <p>An Equalities Impact Assessment was undertaken in July 2019 when funding from SCC’s prevention fund was secured. No adverse impacts were identified.</p>  |
| <p><b>Risk Assessment:</b></p>         | <p>The risks related to the behavioural change campaign are recorded in SWP’s overarching risk register. There are no red risks. The key risk we are managing at the moment is the risk that the complexity of the administering authority’s procurement processes places the implementation timetable at risk.</p>  |

## 1. Background

**1.1.** As part of its kerbside collection of recycling and refuse, Somerset Waste Partnership (SWP) collects food waste weekly. Properties are provided with a 5-litre kitchen caddy a 25 litre outside food bin. Householders are encouraged to line their caddies with newspaper or purchase compostable liners to help keep them clean.

SWP is currently going through a process to transition its refuse collection services from fortnightly to a three weekly service and these changes are scheduled to occur from June 2020 to September 2022. This will align with a move away from landfill and accepting even more recycling each week (plastic pots, tubs and trays,

cartons/Tetrapaks, batteries, small electrical items). The constraint on what people can put in their residual bin is a crucial element in driving higher uptake of recycling and food waste collections. With refuse moving to a three-weekly collection, residents will be encouraged to recycle their food waste using the weekly service, rather than use their black refuse bin.

- 1.2.** SWP collected 18,990 tonnes of food waste last year through its weekly kerbside service and, at an anaerobic digestion plant at Walpole (near Bridgwater), turns it into renewable energy to power homes and a nutrient rich fertiliser. This saved 380 tonnes of carbon.

SWP's analysis has shown that Somerset's householder rubbish bins contain over a quarter (26%) of food waste which could be recycled. Reducing the amount of food waste being sent to landfill would, not only lead to a significant environmental benefit but also generate cost savings of up to £950,000 per annum if all the food waste in the refuse bins was recycled. From analysing the food waste in Somerset's bins we know that on average, around one third (36%) of food waste is thrown away in its packaging, including unopened and out of date food, with a further 36% being avoidable e.g. it was edible prior to disposal.

Whilst we know that significantly more people recycle their food in Somerset (62% participation) than the national average, we also know that there is significant room for improvement – with only 26% of householders recycling food waste every week. Zero waste Scotland have shown that food waste is a greater contributor to climate change than plastic – with the food waste not being recycled in Somerset leading to 882 tonnes CO2 equivalent (carbon) per annum.

- 1.3.** In 2017, the Bristol Waste Company launched the 'Slim My Waste, feed my face' (SMW) campaign which focused on encouraging householders to use their food waste bins and kitchen caddy by decorating them with face stickers to reflect their householder personality. The campaign achieved significant results in raising awareness, increasing recycling (by 16%) and reducing the amount of food waste being sent to landfill. As a result, the Somerset Waste Partnership (SWP) has agreed to deliver a variation of the campaign to residents in Somerset. It will adopt the same format as the Bristol campaign, but the artwork will be amended to reflect SWP branding and messaging and support the existing food waste collection service.

## **2. Approach to the campaign**

- 2.1.** The purpose of the campaign is to raise awareness of food waste recycling, encourage participation and increase capture. Specific objectives are to:

- Increase the tonnage of food waste collected by 16% in 2020/21 through targeted communications
- Prevent 5,000 tonnes of food waste from going to waste

- Save £105,000 in disposal costs in 2020/21 (£213k in total)
- Increase participation in the food waste service from 62% to 72% in 2020/21
- Engage with a minimum of 20 primary schools to raise awareness of the SMW campaign and encourage participation
- Involve 12 Co-op stores around the County as pick-up points for food waste bins/caddies

**2.2.** Key elements of the campaign are as follows:

- All kerbside service residents receive an information leaflet and 2 sheets of A5 'face' stickers to decorate their food waste caddy. The 6-page A5 leaflet promotes food waste recycling, explaining why we need to recycle food waste, the benefits, how to use the face stickers and step by step guide on how to use the food waste collection service. Content on what can currently be recycled at the kerbside and HWRCs and the upcoming 'Recycle More' service changes will also be included.
- Black bins have a 'I'm on a no food waste diet' sticker attached to their lid and are adorned with a bright yellow 'no food waste' measuring tape around the middle (their 'waist'). The stickers provide an ongoing visual reminder not to use their black wheelie bin for food waste.
- Targeted engagement is carried out in schools and communities in low food waste participation areas.
- We partner with Co-op county-wide as a collection point for food waste caddies.
- Residents are encouraged to share photos of their stickered bins on social media and can win a prize each month – using hashtags (e.g #Slimmywaste) to help create viral enthusiasm for the campaign
- The campaign will be supported by a dedicated page on the SWP website, a social media campaign, press releases, Sorted e-Zine, monthly parish council briefing, Your Somerset, briefings to key partner staff (e.g. customer services teams), schools engagement, roadshows and events.
- A comprehensive communications briefing pack will be issued to all stakeholders (including FAQs, key messages, social media posts etc) to ensure consistency in the campaign).

Examples of some of the communication materials will be presented to the Board at the meeting. The proposed roll-out programme is as follows:

| <b>Area</b>               | <b>Households</b> | <b>Dates</b>        |
|---------------------------|-------------------|---------------------|
| Mendip & South Somerset   | 128,331           | Late Jan – Feb 2020 |
| Taunton Deane & Sedgemoor | 109,243           | March 2020          |
| West Somerset             | 18,276            | April 2020          |

**2.3.** As part of developing this campaign and the Recycle More campaign, SWP have developed a style guide to develop and maintain consistency in all our campaigns and communications, and to ensure that we align our branding with

national Recycle Now branding. National Recycle Now research has informed our approach, as this shows that the right tone of voice is critical to the success of recycling communication, which should:

- Provide consistent messaging to avoid confusion;
- Include positive message which encourage people to recycle more;
- Engage with people in a light-hearted and fun way rather than lecturing;
- Be factual and friendly;
- Use clear and simple language;
- Be action orientated; and
- Make recycling normal and mainstream.

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Somerset County Council

**Notice of private meeting**



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**The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 – Regulation 5**

Following prior publication in the Forward Plan on 3 April 2019, in accordance with the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 – Regulation 5, notice is hereby given that the Somerset Waste Board is requested to consider agreeing a resolution at its Meeting on 20 December 2019 to exclude the press and public from any part of the meeting where exempt information relating to the item below is to be disclosed.

**New Collection Contract Mobilisation Update**

Contact Officer: Mickey Green  
Contact Details: 01823 625707

Reasons for the item to be considered in private session at the meeting  
Local Government Act 1972 – Schedule 12A

The item is likely to contain information relating to the financial or business affairs of any particular person (including the authority holding that information).

Representations received to hold the item in open session  
None.

Council's response to representations received  
Not applicable.

Circulation:

Leader of the Council and Cabinet Members  
Scrutiny Committee Chair's  
All County Council members  
Public notice board at County Hall, Taunton  
Council's website  
All members of the Somerset Waste Board

12 December 2019

Scott Woodridge – Monitoring Officer

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| For questions about this notice please contact Scott Wooldridge, Strategic Manager, Community Governance, County Hall, Taunton, TA1 4DY.<br>Tel: 01823 357628 Email:SWooldridge@somerset.gov.uk |
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## Somerset Waste Board meeting

20 December 2019

Report for information

New Collection Contract Mobilisation Update  
 Lead Officer: Mickey Green, Managing Director  
 Author: Mickey Green, Managing Director  
 Contact Details: 01823 625707

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|--------------------------------|--|
| <b>Forward Plan Reference:</b> | SWB/19/10/01   |
| <b>Summary:</b>                | <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 last Board meeting in September 2019, and what will be happening next. It includes a commercially confidential appendix which summarises progress on the finalisation of the contract.</p>   |
| <b>Recommendations:</b>        | <p><b>It is recommended that the Board:</b></p> <ol style="list-style-type: none"> <li><b>1. Notes the progress made in mobilising a new collection contract.</b></li> <li><b>2. Agrees the case for applying the exempt information provision as set out in the Local Government Act 1972, Schedule 12A and therefore to treat the attached 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.</b></li> <li><b>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.</b></li> <li><b>4. Notes the progress set out in the confidential report.</b></li> </ol> |
| <b>Reasons for</b>             |  |

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| <p><b>recommendations:</b></p>  | <p>To ensure that progress with the procurement and mobilisation of our new collection contractor (SUEZ) is transparent, whilst ensuring that value for money is maintained by allowing the Somerset Waste Board (SWB) to consider commercial issues in relation to the collection contract in confidential session.</p> <p>The accompanying confidential report contains commercially sensitive information relating to the contract and the Council's financial and business affairs. Officers recommend that this is treated as exempt information. "Exempt information" is defined by Section 100 of the Local Government Act 1972, by Schedule 12A to that Act.</p>  |
| <p><b>Links to Priorities and Impact on Annual Business Plan:</b></p> | <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><b>Financial, Legal and HR Implications:</b></p>                   | <p><b>Revenue:</b> In addition to delivering the significant environmental benefits of Recycle More, a new collection contract will deliver significant savings to all partners - total forecast savings are over £2m per annum once Recycle More is rolled out. 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 savings are not realised until Recycle More is fully rolled out in 2022.</p> <p><b>Capital:</b> As set out in the commercially confidential appendix there has been a small (just over 1%) increase in expected total capital costs, with an expected increase in depot costs of c.£0.3m to £24.9m. Vehicle related capital expenditure remains as forecast at £17.8m. The additional capital borrowing will be undertaken by SCC on the same terms as other borrowing (PWL +1%). Over the 20 year write down of this additional capital, this only impacts on annual revenue costs by around £15k. Additionally, SCC have taken a key decision to approve bilateral funding arrangements with District Council partners – which simply formalises the arrangements between partners to undertake the borrowing that all partners have planned.</p> <p><b>Legal:</b> SWP and SUEZ have extended their Letter of Intent to the end of December 2019 to ensure that mobilisation progresses ahead of contract signature – this has allowed orders for key parts of the new fleet of vehicles to be placed, and for costs related to depot improvement to be undertaken. At the time of writing this report there are still some outstanding legal issues to be finalised before contract signature can take place, but both SWP and SUEZ aim to have a signed contract ahead of the December Board meeting. An update on some of these issues is</p> |

|                                 |  |
|---------------------------------|--|
|                                 | <p>set out in the confidential appendix.</p> <p><b>HR:</b> Collection Contractor staff will TUPE transfer to the new contractor on 28 March 2020. Drop-in sessions have been undertaken at all depots, as have meetings with unions. Formal engagement with unions and staff about measures (i.e. changes when SUEZ take over) commenced at the beginning of December. Training sessions for all staff, including familiarisation with new vehicles/technology, will take place in the new year.</p> |
| <b>Equalities Implications:</b> | 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.  |
| <b>Risk Assessment:</b>         | The risks related to the mobilisation of a new collection contractor and Recycle More are maintained in SWP's risk register and a specific project risk register. Key risks we are focussed on at the moment relate to ensuring that the construction programme at our 5 depots progresses in a way which enables us to roll-out Recycle More as planned.  |

## 1. Background

- 1.1.** 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 public announcement of SUEZ as the preferred bidder was made on 13 May 2019, with existing collection staff being the first to be told.

SUEZ will roll out our new collection service model (Recycle More) in phases. This will enable the public to recycle even more through the kerbside sort system, 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. A 60litre weighted reusable sack will ensure residents have space for all their extra recycling. 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 nudge those that aren't recycling fully at the moment, to support our aim to see waste treated as a resource.

For communal properties (e.g. flats) additional materials that residents will be able

to recycle each week will be cardboard and plastic bottles, pots, tubs and trays. This is in addition to the paper, glass, cans and aerosols they can already recycle. Over time 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.

We expect this to take our recycling rate to around 60%, and reduce the amount of residual waste from around 480 kg/household to 418kg per household – with this residual waste being used to create Energy from Waste rather than going into landfill.

- 1.2.** In the September Board progress report the Board heard from Steve Holgate, Director of Municipal Services for SUEZ Recycling and Recovery UK, discussed the positive environmental impact of the new fleet we have ordered (and our plans to further improve when reliable technology exists), the plan to first roll-out Recycle More in Mendip in June 2020. The main focus of discussion in September was the substantial communications and engagement plan SWP are developing, with the Board endorsing the approach set out, our plans to expand the Schools Against Waste Programme, and the approach we intend to take to support those households that utilise nappies or adult hygiene products.

## **2. Progress to date**

### **2.1. Update on mobilisation**

The mobilisation programme is currently on schedule with no major areas of concern other than delays to the construction programme at Evercreech. Planning permission has been secured for the construction of a new area at Evercreech, but a number of issues (in particular related to water mains, electrical connections, drainage and ground conditions) mean that it is not now expected that the construction programme will be completed until September 2019. SWP have worked closely with SUEZ and are confident that this construction delay will not impact upon the day to day service or the roll-out of Recycle More

The first new recycling vehicles are expected in Somerset in early December, and will have their livery applied in a temporary building constructed on an additional temporary vehicle parking area within Somerset. The trial of electric supervisor's vans that SUEZ were undertaking is not giving confidence that the vehicles will have adequate operational range to be viable on the Somerset contract – SWP are working with SUEZ to explore options to ensure that we can still benefit from electric supervisor's vans as soon as possible (e.g. not purchasing diesel equivalents but potentially leasing them so we have more flexibility).

The launch of My Waste Services has been delayed until after Christmas (at partner request and to avoid a clash with the date of the general election). As has previously been highlighted to the board, this is probably the most challenging element of the mobilisation, particularly given the complicated interface with different partner

systems, differing partner priorities and pressures, and the challenges inherent in upgrading antiquated ICT systems. Testing of the system is progressing well so far, and a verbal update will be provided to the board on further progress with testing since the writing of this report. This change in launch date is not anticipated to have any knock-on implications on the mobilisation of the SUEZ contract (as we build integration with their in-cab technology). Enabling people to do it online will require modifications to the SWP website, and SWP will be refreshing its website in stages. The launch of this new system is a key component in transforming the customer experience.

**2.2. Roll-out phasing**

Every time SWP has rolled out a major service change it has phased the changes as it is not practical or desirable to make a change to 250,000 households recycling and waste collection services at one time. As the board are aware and has been reflected in our communications, it has always been planned to roll Recycle More out in phases in order to:

- Allow 3 months from the start of the contract on 28 March for SUEZ to fully embed themselves in the new contract and ensure that the crews are used to the new vehicles and new technology.
- Allow us to phase the significant programme of work at all 5 of SWP’s depots (not least because whilst we overhaul our depot network we still need to continue with the ‘day job’).
- Reflecting the complexity involved in changing every waste round in the County (and distributing 250,000 new bags and tens of thousands of recycling boxes) whilst ensuring that service quality is maintained.
- Avoiding certain times of the year, such as the depths of winter (when bad weather can cause service disruption).
- Most importantly to ensure that we can provide the focussed communications, engagement and customer support necessary to make each rollout phase a success – it is behaviour change that increases recycling and reduces waste, not service change.

The proposed phasing of the roll-out of Recycle More programme has been informed by the need to ensure roll-out phases are a manageable size (balanced with our desire to deliver recycle More as quickly as is realistically possible), to align as much as possible with District Council boundaries, to reflect the different parts of the County served by each of our five depots (which do not reflect District Council boundaries in order to maximise efficiencies), and crucially to align with the significant programme of work planned to improve our depots whilst ensuring there is no disruption to services during this construction programme. The proposed phasing of roll-out is set out below in figure 1.

| <i><b>Phase</b></i> | <i><b>Date</b></i> | <i><b>Total properties</b></i> | <i><b>Properties by District/area</b></i> | <i><b>Depot</b></i> |
|---------------------|--------------------|--------------------------------|---|---------------------|
|---------------------|--------------------|--------------------------------|---|---------------------|

|   |               |        |                      |        |   |
|---|---------------|--------|----------------------|--------|---|
| 1 | 29 June 2020  | 50,392 | Mendip               | 50,392 | Evercreech                                    |
| 2 | 28 Sept 2020  | 60,434 | SSDC (east)          | 60,434 | Evercreech & Lufton                           |
| 3 | June 2021     | 71,336 | SSDC (west)          | 16,129 | Bridgwater (vehicles)/<br>Taunton (recycling) |
|   |               |        | SWAT (central/east)  | 55,207 |   |
| 4 | Sept 2021     | 56,351 | Sedgemoor            | 54,246 |   |
|   |               |        | Mendip               | 1,376  |   |
|   |               |        | SWAT                 | 729    |   |
| 5 | February 2022 | 17,337 | SWAT (West Somerset) | 17,337 | Williton                                      |

*Figure 1: Proposed phasing for Recycle More roll-out*

As set out to the Board in September, each phase is preceded by a significant communications and engagement programme, with support ongoing during the months after roll-out. Each phase of the roll-out is followed by a lessons-learned exercise to ensure continuous improvement.

### **2.3. Garden Waste**

Garden waste is the only aspect of services that has a significant change on the first day of collections of the new contract (30 March 2020). Services will change in that:

- Garden waste collections will remain every other week but will no longer necessarily be on the same day as refuse/recycling collections. 21% of households subscribe to the garden waste service, and removing the constraint to be on the same day as refuse/recycling collections makes it possible to route the service much more efficiently (reducing the number of trucks on the road, reducing costs – and hence prices, and reducing emissions).
- Garden waste sack collections will need to be pre-booked, rather than our vehicles having to drive every road on the off-chance a garden waste sack is left out. The garden waste sack collections services is signed up to by less than a quarter of one percent of households (based on 2018/19 subscriptions).

Communicating with subscribers about this change will be vital. Key elements of the communication plan are:

- Making changes to the service very clear in the renewal letters that are issued to all current subscribers in early February.
- Confirming the day of garden waste collection clearly (and providing a calendar) when sending garden waste stickers to new subscribers.
- Writing to all customers of the garden waste sack collection service and those customers in SSDC on the second year of a two-year subscription.
- Promoting the changes through social media, website, press releases, member information sheets, briefings and other channels.
- Providing all partners and key stakeholders with a briefing pack so that we



provide consistent messages to customers no matter how they contact us.

- Implementing My Waste Services ahead of renewal letters being sent out so that customers can sign up and pay online much more easily than many of them can do now.
- Encouraging garden waste service subscribers to sign up to My Waste Services so that they can have collection day reminders sent to their mobile phone.

In some previous years temporary 'amnesties' of a few weeks have been put in place to provide a continuation of the garden waste service for those customers that have not renewed ahead of 1 April. With collection days changing it is not going to be practical for such an amnesty to be provided this year, and from 1 April 2020 the service will only be provided to those customers who have subscribed for financial year 2020/21. These changes make it particularly important this year that District Council partner follow SWP template letters when writing to customers.

## **2.4. Schools Service**

SWP provide recycling and rubbish collection services to 273 of Somerset schools – 213 primary schools, 36 secondary schools and 24 specialist education centres. Schools overall recycling rates languish at 20% despite being able to recycle food, paper, cardboard, plastic bottles and cans. Support Services for Education (SSE – a trading arm of SCC) currently manage the schools service with minimal role for SWP.

SSE, SWP, SUEZ and schools are all committed to improving this recycling rate, and this has driven a major rethink about how this service is provided and how we support schools to Recycle More. Key aims are to:

- Incentivise recycling and discourage rubbish.
- Support schools to make best use of the recycling services on offer.
- Address the barriers to better recycling that schools have identified.
- Provide value for money to schools but without subsidy.

Changes proposed to the service are:

- To reduce service prices reflecting the better value secured through SWP's new contract with SUEZ
- Include funding for bins and boxes, inside and outside of the school, within the charges schools pay, as schools tell us that not having the right infrastructure can be a barrier to recycling
- Providing additional support to schools from SWP's operational team, whilst maintaining SSE's crucial role in marketing and invoicing. As we know from the kerbside, behaviour change requires resources to support it.
- Undertaking a one-year pilot to incentivise schools to recycle more, but providing funding to cover eco-schools assessments.
- Giving a clear message to schools that if recycling rates don't improve then we

will make more radical changes to the pricing structure to make refuse relatively much more expensive than recycling.

It should be noted that none of these changes result in any subsidy to schools from District Council partners, and they should result in reduced disposal costs for the County Council.

### **3. Background papers**

- 3.1.** All previous board papers on Recycle More are available on the SWP website.
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## Somerset Waste Board meeting

20 December 2019

Report for information

Performance Report Quarter 2 – July 2019 to September 2019

Lead Officer: Mickey Green, Managing Director

Author: John Helps, Performance Monitoring Officer

Contact Details: 01823 625705

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| <b>Forward Plan Reference:</b>                                 | SWB/19/04/06   |
| <b>Summary:</b>  | This report summarises the key performance indicators for the period from July 2019 to September 2019 and compares these to the same period last year. The report aims to give a more rounded view of performance than the previous separate reports the board received and provide greater transparency and accountability. |
| <b>Recommendations:</b>  | <b>That the Somerset Waste Board notes the performance results in the Second Quarter Performance Management Report.</b>  |
| <b>Reasons for recommendations:</b>                            | 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.   |
| <b>Links to Priorities and Impact on Annual Business Plan:</b> | Transparency – Publishing Key Performance Indicators   |
| <b>Financial, Legal and HR Implications:</b>                   | No direct financial, legal or HR implications.   |
| <b>Equalities Implications:</b>                                | No equalities implications   |
| <b>Risk Assessment:</b>  | 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:

- **Business Plan:** Both our two major projects (moving away from landfill and Recycle More/mobilising a new collection contractor) are progressing well, though until hot commissioning of the new Energy from Waste plan is successfully completed we cannot be certain of the exact date at which we will move away from landfill, though we remain confident this will be in Spring 2020. We have secured funding for a major food waste campaign. Whilst challenging, we are making good progress in implementing a new online Customer Relationship Management system (My Waste Services), though this remains a key risk area for the partnership.
- **Waste Minimisation:** Overall household arising were up by around 0.5% compared to the same quarter the previous year. A key driver for this was an increase in the level of garden waste collected, due to better weather leading to an improved growing season.
- **Recycling:** Our recycling rate rose slightly to 54.96% (0.81% higher than the same quarter the previous year) with increases in garden waste, recycled street sweepings and non-packaging scrap metal.
- **End use:** SWP continues to see strong demand from UK based reprocessors for the high-quality materials we collect. In Q2 55% stayed in Somerset and 90% in the UK. The popularity of the plastic pots, tubs and trays (and plastic bottle) banks at recycling centres continues to grow, with August being our highest month to date, with 25.64 tonnes collected. Market conditions for paper, card and textiles are challenging in the UK at the moment.
- **Missed collections:** Whilst there was an increase in missed collections in Q2, compared to Q1 (1.718 per 1,000 collections against 1.117 in Q1), Kier have taken a major strategic and operational decision and engaged a new maintenance provider in an attempt to address this problem. We continue to work closely with Kier on addressing issues that should help mitigate some of these issues.
- **Risk:** In addition to our corporate risk register we maintain a no deal Brexit risk register and a detailed risk register for Recycle More.

### **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.

### **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, and that depot development plans progress well
  - Continued focus on developing a new Customer Relationship Management system, My Waste Services, (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
  - Continuously reviewing and updating our risk register
  - Planning to launch the 2018-19 End Use Register in mid December 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 winter months, where the service can be placed under particular pressure due to the likelihood of poor weather and the increase in tonnages post Christmas
  - Continue to closely monitor budgets and spend

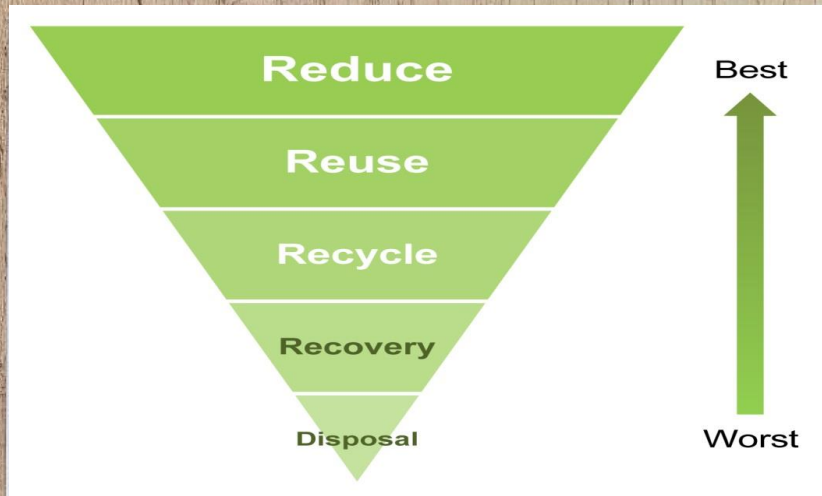
### **5. Background papers**

- 5.1.** Performance Monitoring Report Q2 2019-20 (Appendix 1)

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# Somerset Waste Board Second Quarter 2019-20

## 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 waste 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 and manages waste services on behalf of Mendip, Sedgemoor, South Somerset and Somerset West and Taunton Councils 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](http://www.somersetwaste.gov.uk)



## Delivering Excellent Services

The services we deliver ensure our household waste is effectively collected, reused, recycled and treated

### 1.1 Transition to a new collection contractor & new service model

- 1.1.1 Mobilisation of new contractor
- 1.1.2 Active management of current collection contract
- 1.1.3 Deeper engagement from SWP with collection staff
- 1.1.4 Procuring a new fleet of vehicles
- 1.1.5 Developing depot infrastructure
- 1.1.6 Rolling out Recycle More
- 1.1.7 Manage distribution of new recycling containers
- 1.1.8 Recycling credits review informed by Recycle More

### 1.2 Moving away from landfill

- 1.2.1 Oversee development of Walpole & Dimmer transfer stations
- 1.2.2 Oversee development of Avonmouth Resource Recovery Centre (RRC)
- 1.2.3 Testing & commissioning of Avonmouth RRC
- 1.2.4 Implementing changes at recycling centres to align with acceptance criteria

### 1.3 Improving services

- 1.3.1 Revising opening hours at recycling centres
- 1.3.2 Potential improvements at recycling centres
- 1.3.3 Working with Support Services for Education to optimise future schools waste & recycling service
- 1.3.4 H&S and contract management

### 1.4 Reviewing services

- 1.4.1 Review of opening hours and charging at Crewkerne & Dulverton Community Recycling Sites
- 1.4.2 Further review of van/trailer permits at recycling centres
- 1.4.3 Review of waste service fees and charges
- 1.4.4 Review of signage at recycling centres
- 1.4.5 Anaerobic Digester contract review
- 1.4.6 Collection contract review

## Changing Behaviours

People recognise that waste is a resource, and fully play their part in reducing, reusing and recycling waste

### 2.1 Focus on plastics

- 2.1.1 Coordinating refill campaign in Somerset
- 2.1.2 Encouraging take-up of PTT at recycling centres
- 2.1.3 PTT at kerbside and other additional materials
- 2.1.4 Promote the Pledge Against Preventable Plastic
- 2.1.5 Work with partners to phase out single use plastic

### 2.2 Campaigns

- 2.2.1 Food waste: Stickers and behaviour change campaign
- 2.2.2 Build trust in how we recycle & what happens to the material
- 2.2.3 Increasing our reach on social media & through our website
- 2.2.4 Enforcement of service rules and householder support
- 2.2.5 Schools against Waste

### 2.3 Changing behaviours through Recycling More

- 2.3.1 Developing a robust & costed communications and marketing plan for Recycle More rollout
- 2.3.2 Prepare Somerset for Recycle More
- 2.3.3 Phased support as Recycle More is rolled out
- 2.3.4 Learning from each phase of rollout

### 2.4 Community engagement

- 2.4.1 Developing partnerships
- 2.4.2 Review food waste & compost champions
- 2.4.3 Promote & refresh newsletters
- 2.4.4 Attending face to face events
- 2.4.5 Refresh our approach to reuse

## Building Our Capability

SWP has the capability and resources to even more effectively deliver the Board's vision

### 3.1 Transforming ICT systems

- 3.1.1 Implementing a new customer service system
- 3.1.2 Enabling web self-service
- 3.1.3 Launching a mobile app
- 3.1.4 Integrating in-cab technology
- 3.1.5 Making best use of new technology
- 3.1.6 Improve technology for making payments

### 3.2 Strategy and influence

- 3.2.1 Develop SWP long term strategy
- 3.2.2 Seeking to influence policy decisions at Central Government and working with partners within the South West to further SWPs vision
- 3.2.3 Review how SWP supports local businesses

### 3.3 Ensure homes are built with waste in mind

- 3.3.1 Work with planning authorities to ensure residential planning proposals have adequate provision of waste & recycling facilities
- 3.3.2 Ensure waste & recycling services are implemented effectively when new developments are built and occupied

### 3.4 Improving performance monitoring

- 3.4.1 Improving carbon monitoring
- 3.4.2 Improving end use monitoring
- 3.4.3 Customer service
- 3.4.4 Regular participation and composition analysis
- 3.4.5 Ensure complete & accurate data in respect of container types & services is held by SWP
- 3.4.6 Developing insights

## 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](http://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, with Performance shown using Performance Ratings.

| Direction of Performance  |  |
|---|--|
|    | Performance is improving   |
|    | Performance is steady  |
|    | Performance is declining   |
| Performance Rating  |  |
|   | Performance is on or exceeding target<br>Project is on target                |
|  | Performance is off target but within tolerance<br>Project requires attention |
|  | Performance is off target outside tolerance<br>Project is off target         |

## Executive Summary - Second Quarter 2019-20 (Submitted to 20th December 2019 Somerset Waste Board)

| Measure                                      | Headlines  | Performance Rating  | Performance Indicator   |
|--|--|---|---|
| Business Plan: Delivering excellent services | We are on track mobilising a new collection contractor, although there is a slight delay with the construction schedule at Evercreech Depot . New vehicle maintenance supplier has been engaged by Kier to help reduce vehicle downtime. We are also slightly behind on the hot commissioning at Avonmouth RRC.      |    |    |
| Business Plan: Changing behaviours           | We continue to focus on plastics (with more plastic being taken at recycling centres than ever before) and to promote the Refill campaign via social media. We are also planning to refresh our approach to end use to be launched post election, and are developing detailed communications plans for Recycle More. |    |    |
| Business Plan: Building our capability       | We are on track with our new online customer relationship management system (My Waste Services), although launch was delayed until post election at the request of partner authorities. This is one of the most challenging tasks SWP has on its agenda.   |    |    |
| Risks  | Our 'no deal Brexit' risk register and Recycle More risk register are up to date. Our top 2 other risks are:<br>1) Operational issues leading to delay of Recycle More.<br>2) Delay in implementing new CRM system.  |    |    |
| Health & Safety                              | At our recycling centres the ratio of accidents almost halved to 0.67 per 100,000 visits, down from 1.85 per 100,000 in the previous quarter. There were no serious incidents.<br>13 accidents to Kier operational staff, up 6, from 7 in the previous quarter.  |    |    |
| Waste Minimisation                           | Although there was an increase in total household arisings of over 640 tonnes, most of this was accounted for with garden waste 1,267 tonnes and a reduction in residual waste of over -739 tonnes. Total household arisings for Q1 & Q2 were 521kg/hh, around -0.36% down on the previous year.                     |    |    |
| All Recycling & Recycling Sites              | Our recycling rate (NI192) increased by 0.81% to 54.96% compared to 2018-19, although dry recycling fell slightly by 16 tonnes, with reductions in paper and glass and electrical goods, but with increases in garden waste, street sweepings and scrap metal. Visitors to recycling centres also fell 5.8%.         |    |    |
| End Use of Materials                         | SWP continues to see strong demand from UK based reprocessors for our high quality materials. In Q2 74% stayed in Somerset and 95% stayed in the UK. The plastic pots, tubs and trays (and plastic bottle) banks at recycling centres are popular - with almost 75 tonnes being sent to Kent for reprocessing in Q2. |   |   |
| Missed Collections                           | Q2 saw a significant increase in the level of missed collections over Q1. The number of missed collections in Q2 were 1.718 per 1,000 collections - a worsening trend, much higher than the level for Q1 of 1.117 per 1,000. We continue to work closely with Kier to address this.                                  |  |  |
| Fly Tipping                                  | An overall decrease of -460 fly tips, from 2,073 in 2018-19 to 1,613 in 2019-20, 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 September 2019 SWP continue to show a forecast budget underspend for the year. Emerging trends suggest an underspend for the year of 99k for the collection budget and 1,088k for the disposal. It should be remembered that tonnages can be very volatile and dependent on outside factors.           |  |  |
| Customer Interaction & Communications        | Nearly 293,000 hits on our website in Q2, almost 5,900 Facebook followers & over 9,400 readers of our 'Sorted' e-zine. A Facebook post on 'Mendip start for Recycle More expanded collections' also reached over 36,000 people. Complaints from customers increased over this period, up to a high of 252 in July.   |  |  |



Why do we measure and report this?

This part of the 2019-2024 Business Plan sets out what we need to do, so that the services we deliver ensure our household waste is effectively collected, reused, recycled and treated. Delivering excellent services will include activities and actions such as the transition to a new service model, moving away from landfill and improving and reviewing services.

| What did we commit to do?  | RAG    | Progress in previous quarter  | Planned activity for next quarter  |
|--|--------|---|--|
| <b>1.1) Transition to a new collection contractor &amp; new service model</b>  |        |   |  |
| i) Mobilisation of new contractor, procuring a new fleet of vehicles, new recycling containers - (1.1.1, 1.1.4 & 1.1.7)              | Green  | All main fleet build on track (Romaquip livery designed), planning permission for Evercreech depot received, procurement of bags and boxes underway. Legal work on key third party leases is nearing completion.                    | Continue with mobilisation plan. Conclude electric supervisor van trial. Sign contract & finalise leases. Conclude designs for refuse vehicle livery. Continue with detailed communications and engagement planning. |
| ii) Developing depot infrastructure  | Orange | Numerous issues arose at Evercreech depot which have resulted in delays to the construction schedule. These proved time intensive to manage, but will not impact services on day 1, or the planned roll-out of recycle More.        | Commence construction on area 5 at Evercreech Depot.   |
| ii) Active management of current collection service contract & deeper engagement with staff (1.1.2 & 1.1.3)                          | Orange | New vehicle maintenance supplier & new approach to secure temporary labour. Drop-in sessions completed & plans for training well advanced. Arrangements in place for measures letters and staff/union engagement.                   | Close working with Kier for winter plan & service monitoring. Undertake measures letters consultation, assign staff to training weekend. SWP MD visits to all depots.  |
| <b>1.2) Moving away from landfill</b>  |        |   |  |
| i) Oversee development of Walpole & Dimmer transfer stations & Avonmouth RRC (Inc. testing & commissioning) - (1.2.1, 1.2.2 & 1.2.3) | Orange | Both Dimmer and Walpole transfer stations are complete. Work on Avonmouth progresses, but cold commissioning has taken longer than planned. The impact on the overall timetable is uncertain.                                       | Closely monitor the 'hot commissioning' phase at Avonmouth to ensure that our move away from landfill proceeds as quickly as possible. SWP's financial savings are not affected.                                     |
| ii) Implementing changes at HWRCs to align with acceptance criteria - (1.2.4)  | Green  | All sites now have 2 residual waste bins (one for landfill and one for energy generation) and we are near the end of finalising how to best ensure that everything that possibly can be is sent to Energy from Waste, not landfill. | Communication materials (leaflets and signage) will be produced to help educate the public in the use of the skips and the benefit of not sending waste to landfill.   |
| <b>1.3) Improving services</b>   |        |   |  |
| i) Revising opening hours at HWRCs - (1.3.1)   | Green  | Sites changed to winter hours on 1 October (closing at 5pm on weekdays instead of 6pm) and planned publicity raised awareness of that.  | Continue to monitor the impact of changed opening hours, and use this to inform the signage review at HWRCs.   |
| ii) Potential improvements at HWRCs - (1.3.2)  | Green  | SWP met with SCC Highways and Skanska to explore opportunities at Minehead and Frome recycling centres.   | Continue work to explore viable solutions to improve Minehead HWRC and seek opportunities at other priority sites (esp. Frome and Yeovil).   |
| iii) Optimise future schools waste and recycling service (1.3.3)   | Green  | A revised model for the schools service has been developed, which should support schools to significantly increase their recycling level.   | Work with SSE to explain changes to schools, and put in place new components of schools service (Inc. additional operational support)  |
| <b>1.4) Reviewing services</b>   |        |   |  |
| i) Review of opening hours and charging at Crewkerne & Dulverton CRS - (1.4.1)   | Green  | Entrance charges will be removed for these two sites from 1 April 2020.   | Continue to monitor usage and publicise removal of charges.  |
| ii) Review van / trailer permit scheme - (1.4.2)   | Green  | The Board agreed to extend the current scheme on 29 March 2019.   | Continue to monitor permit scheme usage across recycling sites.  |
| iii) Review fees and charges - (1.4.3)   | Green  | Board agreed changes on 27 September 2019.  | Changes as agreed by Board on 27 September to be implemented.  |
| iv) Review HWRC signage - (1.4.4)  | Orange | Consistent signage model agreed (to align HWRC and kerbside)  | Develop signage plans for HWRCs to drive behavioural change.   |
| v) Anaerobic Digester contract review - (1.4.5)  | Green  | The contractually scheduled gate fee review is ongoing and will identify if any pricing adjustments are required.   | Viridor Strategic Partnership Board scheduled in early March which should be conclusion of contract review.  |



Why do we measure and report this?

The actions in this element of the 2019-2024 Business Plan ensures that people recognise that waste is a resource and fully play their part in reducing, reusing and recycling waste. Changing behaviours will include activities and actions such as focussing on plastics, specific campaigns, changing behaviours through Recycle More and community engagement.

| What did we commit to do?   | RAG    | Progress in previous quarter  | Planned activity for next quarter   |
|---|--------|---|---|
| <b>2.1) Focus on plastics</b>   |        |   |   |
| i) Coordinate the Refill campaign in Somerset and promote SWP's Pledge Against Preventable Plastic - (2.1.1 & 2.1.4)    | Green  | We continue to promote the Refill campaign via social media and distribute the Pledge Against Preventable Plastic in print and via the Schools Against Waste programme with primary schools.                            | We propose to integrate this with our wider climate emergency response on Waste & Resources.  |
| ii) Encourage take-up of plastic pot, tub and tray recycling at HWRCs - (2.1.2)   | Green  | Public response to this continues to be good. In our recent round of parish council engagement we have been considering whether to develop guidance for those communities that want to organise a PTT collection point. | We will continue with our signage review so that we improve signs at all HWRCs and in particular ensure that they complement and align with the kerbside, driving behaviour change.                           |
| iii) Work with partners to phase out use of single use plastic - (2.1.5)  | Green  | This remains a standing agenda item with our monthly partner senior officer meeting and we have worked particularly closely with SDC and SCC to help them shape their own strategy.                                     | We propose to integrate this with our wider climate emergency response on Waste & Resources.  |
| <b>2.2) Campaigns</b>   |        |   |   |
| i) Tackle food waste through a stickering and behavioural change campaign - (2.2.1)                                     | Green  | Implementation plans are well underway - see separate board paper.  | Implementation of award winning 'Slim My Waste, Feed My Face' campaign in Somerset.   |
| ii) Build trust in how we recycle and what happens to SWP recycling - (2.2.2)   | Green  | Infographic will be released post election/purdah (centre spread in Your Somerset).   | Media campaign with visuals about the new end use register - rebranded 'Recycling to resources - what happens to your recycling'.   |
| iii) Increase our reach, esp. on social media/website - (2.2.3)   | Green  | Facebook reach increased again. Significant social media campaign planned for Slim my waste, Feed my Face (hashtagged photos enter a competition).  | Changes to website linked to launch of My Waste Services. Use 'Slim My Waste, Feed My Face' campaign to increase ongoing engagement.  |
| iv) Enforce service rules & support householders  | Orange | Ongoing work, made challenging by service issues.   | Revise processes to reflect in-cab technology.  |
| v) Schools against Waste - (2.2.5)  | Green  | Reached over 25,000 children and 130 schools. Agreed targeted approach to support food waste campaign and Recycle More.   | Implement food waste targeted SAW visits (Inc. enabling parents to pick up bins at school gates when we visit for a food waste focussed SAW event).   |
| <b>2.3) Changing behaviours - Recycle More</b>  |        |   |   |
| i) Develop a robust communications, marketing & engagement plan and prepare Somerset for Recycle More - (2.3.1 & 2.3.2) | Green  | Developed robust workstream with SUEZ, scoping out approach and strategy for communications and engagement for Recycle More. Researching possible community partners to maximise engagement reach.                      | Finalise communications plan for individual phases and engagement pre and post roll-out. Consolidate cross-team working with district councils (customer service and communications teams) to align messages. |
| <b>2.4) Community engagement</b>  |        |   |   |
| i) Develop partnerships - (2.4.1)   | Green  | Continuing to develop approach to Recycle More engagement, including working with Resource Futures to develop plans for SWEEP fund.   | Finalise engagement plans for RM Phase1. Ensure new partnership with Coop (for food waste bins during Slim My Waste campaign) works well.   |
| ii) Review food waste & compost champions - (2.4.2)   | Orange | Initial review commenced. Engaging with parish councils about whether we can support localised activity through sharing our resources.  | Targeted engagement approach will inform which areas of low-participation we focus on, including composting activity and available resources.   |
| iii) Promote & refresh newsletters - (2.4.3)  | Green  | Increased sign up to newsletters.   | Beyond the kerb and slim my waste newsletters.  |
| iv) Attend face to face events - (2.4.4)  | Green  | Numerous parish cluster/similar meetings attended in this quarter.  | Continue with regular attendance at key events.   |
| v) Refresh our approach to reuse - (2.4.5)  | Green  | Scope for a commissioned piece of work being developed.   | Finalise scope and commence procurement for external support.   |



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, with this section ensuring that the SWP has the capability and resources to even more effectively deliver the Board's vision.

Building our capability will include activities and actions such as transforming our ICT systems, strategy and influence, ensuring homes are built with waste in mind and improving performance monitoring.

| What did we commit to do?  | RAG    | Progress in previous quarter  | Planned activity for next quarter  |
|--|--------|---|--|
| <b>3.1) Transforming our ICT systems</b>   |        |   |  |
| i) Implement a new customer service system, enable web self-service and launch a mobile app - (3.1.1, 3.1.2 & 3.1.3) | Red    | Substantial testing undertaken to ensure robustness of system, development of app, finalisation of most forms. Go live was pushed back at partner request to avoid election period.                     | Finalise system testing, user testing, end to end testing and go live in January 2020 (soft launch). This timetable is reliant on successful testing and District Council elements of the build proceeding successfully. |
| ii) Integrate in-cab technology - (3.1.4)  | Green  | Current/future process mapping has taken place with Suez to ensure that the technology can capture all foreseeable customer and crew interaction.   | Continue to work with Suez make sure that the current state data is robust, and develop plans to train staff in new in-cab technology.   |
| iii) Make best use of new technology - (3.1.5)   | Green  | Agreed support for SWP. Change Management team to help us through changes to officer processes, and how we can explore future innovation.   | Session with SUEZ, SWP staff and officers from other councils to work through new/changed processes resulting from in-cab technology.  |
| iv) Improve technology for making payments - (3.1.6)   | Orange | For January 2020 SWP will take over payment processing for MDC, but will not change arrangements for other partner authorities (given the scale of other changes underway and hence the risks).         | Ensure processes that link SWP system to SCC payments system (Adelante) are robust and go live in January 2020.  |
| <b>3.2) Strategy and influence</b>   |        |   |  |
| i) Develop SWP long term strategy - (3.2.1)  | Orange | A project initiation document has been developed and agreed with SMG. SWB endorsed approach in September 2019.  | Delay is likely as the next phase of national consultations appear to be delayed (to Spring 2020).   |
| ii) Seek to influence national policy and work with regional partners - (3.2.2)                                      | Green  | Engagement with national government around key elements of national strategy/policy. SWP helping coordinate some regional events.   | Continue engagement and raise SWP profile. National consultations delayed.   |
| iii) Review how SWP supports local businesses - (3.2.3)  | Green  | Approach reviewed with SWB at informal workshop and engagement with businesses and commercial waste service providers commenced.  | Agreed with trading Standards service to jointly develop a business case for business support, commission work on public sector waste.   |
| <b>3.3) Ensure homes are built with waste in mind</b>  |        |   |  |
| i) Work with planning authorities to ensure new developments have adequate facilities - (3.3.1)                      | Green  | Started to rewrite SWP Developer Guidance ahead of Recycle More and agreed joint working with 'Built Environment' Climate Emergency workstream, so that we ensure we maximise impact and effectiveness. | Work with Minerals and Waste Planning team at SCC to align with their plan. Continue to rewrite developer guidance to reflect Recycle More. Seek to strengthen commitment through SWP Business Plan.                     |
| ii) Ensure services are implemented effectively when new developments are built and occupied - (3.3.2)               | Green  | Process Mapping surrounding new developments has taken place to identify weaknesses in our current approach, building on internal audit work we requested in this area.                                 | Discuss with SMG and agree action plan to implement SWAP findings.   |
| <b>3.4) Improving performance monitoring</b>   |        |   |  |
| i) Improve carbon and end use monitoring - (3.4.1 & 3.4.2)   | Green  | End Use Register has been rebranded as 'Beyond the kerb - recycling to resources', it includes carbon measurement & infographic.  | Launch of 2018/19 report 'Beyond the kerb - recycling to resources' - member briefing, social media, press release + infographics.   |
| ii) Focus on customer service - (3.4.3)  | Orange | Working with Kier to ensure that vehicle maintenance improvements follow through to service improvement & to ensure a robust winter plan in place.  | Weekly emails to senior Kier management to be resumed to highlight missed collection performance concerns.   |
| iii) Regular participation & composition analysis  | Green  | Undertaken in 2018 and reflected in new contract.   | Undertaken in 2018 and reflected in new contract.  |
| iv) Ensure accurate data held by SWP - (3.4.5)   | Green  | Communal refuse data being updated.   | Review schools data to ensure up to date.  |
| v) Develop insights - (3.4.6)  | Green  | Focus on food waste to support bid for campaign funds.  | Focus on low participation areas to target engagement.   |





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 top 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 impact on financial viability of service: requiring separate food at all communal properties, free garden waste collections for all, and preventing charging for non-household waste at Recycling
- 9) Legislation changes requiring minimum standards for collection services.
- 10) Waste profile changes due to introduction of Deposit Return Scheme.

**Recycle More:** Key risks are around the impact of Brexit on procurement of vehicles and containers, operational delays to the launch date, and risk of incorrect round data affecting day 1 operations.

**Avonmouth RCC:** Minor risks with delays in hot commissioning leading to late move away from landfill by Spring 2020.

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.
  - 8-11) Review and respond to future Resources and Waste Strategy Consultations. Continue engagement with national bodies.
- Recycle More:** Vehicles have been ordered, suppliers for containers being sourced. Discussions between Suez, Kier & SWP to increase round accuracy. Ongoing negotiations with Suez regarding additional works.

**Avonmouth RRC:** Minimal ability at this stage for us to manage any potential risks, as these are solely in the hands of Viridor, however we are being kept informed of progress via weekly updates.

What has changed since the last time we reported?

|                                     | Risk No. | Risk Summary   | Current Rating (Previous) |
|-------------------------------------|----------|--|---------------------------|
| <b>New Risks and opportunities:</b> | 27       | Lack of stakeholder buy-in for Recycle More communications       | 4 (-)                     |
|                                     | 28       | Suez designed communications do not meet SWP guidelines          | 9 (-)                     |
|                                     | 29       | Communications materials not being delivered on time             | 12 (-)                    |
|                                     | 30       | Lack of communications support from the contractor               | 9 (-)                     |
|                                     | 31       | Negative feedback from press and Social Media about Recycle More | 9 (-)                     |
|                                     | 32       | Operational issues leading to delay of Recycle More              | 16 (-)                    |
| <b>Increased Risks:</b>             | 9        | Delay in implementing new CRM system                             | 20 (16)                   |
|                                     | 20       | Cost of mobilisation and external support exceeds budget         | 9 (6)                     |
|                                     | 23       | Depot leases not completed on time                               | 9 (6)                     |
|                                     | 46       | Aging fleet becoming unreliable as contract ends                 | 12 (9)                    |

**No Deal Brexit:** Register up to date but on hold due to Brexit delay. Key risk is around vehicles and potential tariffs. Most vehicles due to be delivered before Brexit.

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.
  - 8-11) 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

Accidents involving members of the public reduced from 8, down to 3. All accidents were classed as minor and resulted in cuts and abrasions from contact with a sharp or blunt object. All were in August when visitor numbers are at their highest. No accidents to visitors in July or September.

Accidents for site users calculated against visit numbers of near 450,000 for the quarter, giving an accident ratio of 0.67 accidents per 100,000 visits (previously 1.82) - a good reduction.

Accidents involving Viridor staff also showed a good reduction (as seen in the graph below). The number reduced to 2 from the previous 4, giving an average of 6.6 accidents per 100,000 hours worked. The lowest on this contract since we started reporting H&S statistics to the SWB.

Near Miss' (NM) reporting, that is used to identify hazards having the potential for harm, reduced from 37 to just 15. Reporting of NM's is seen as a positive and Viridor continue to stress the importance to all staff of remaining vigilant and reporting any risks/hazards they observe.

No incidents under the 'Reporting of Injuries, Diseases & Dangerous Occurrences Regulations'.

There was one 'Environmental Incident' caused by a fire in a metal skip that happened whilst it was being compacted. This incident prompted a safety review of the compaction process itself, resulting in the implementation of further safety measures, to reduce risk of re-occurrence on all Somerset recycling sites.

Kier ES - H&S Performance and Initiatives

The number of reported accidents to Kier operational staff have almost doubled this quarter to 13 up from 7 for Q1. As a result, Kier have investigated the potential causes and have taken steps to mitigate against these increased risks.

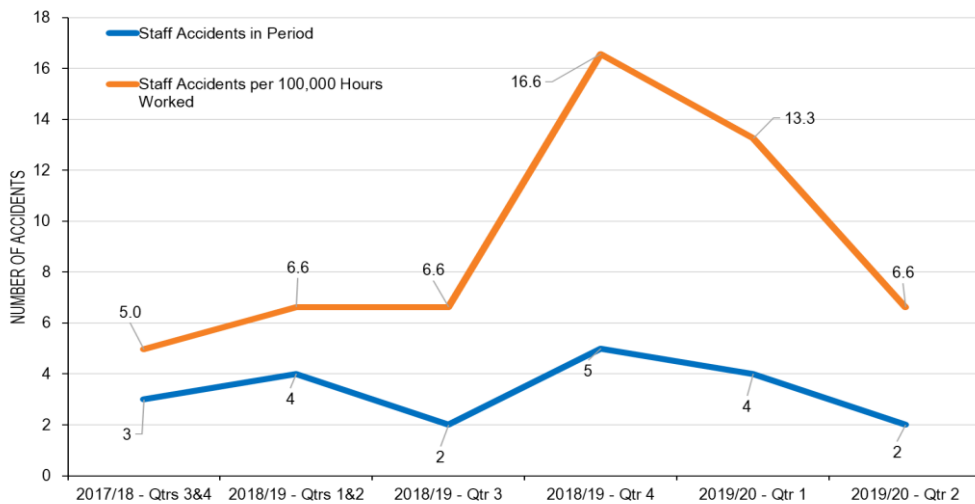
A sustained period of above average temperatures and a higher reliance on agency staff during this quarter have been identified as potential causes.

In mitigation toolbox talks have been reviewed and a greater emphasis has been placed on working in extreme weather conditions and the talks have been reviewed to assist supervisors in giving greater attention and assistance to first-time agency staff. Kier continue to develop tool box talks with a particular emphasis on maintaining the Health and Safety of their staff.

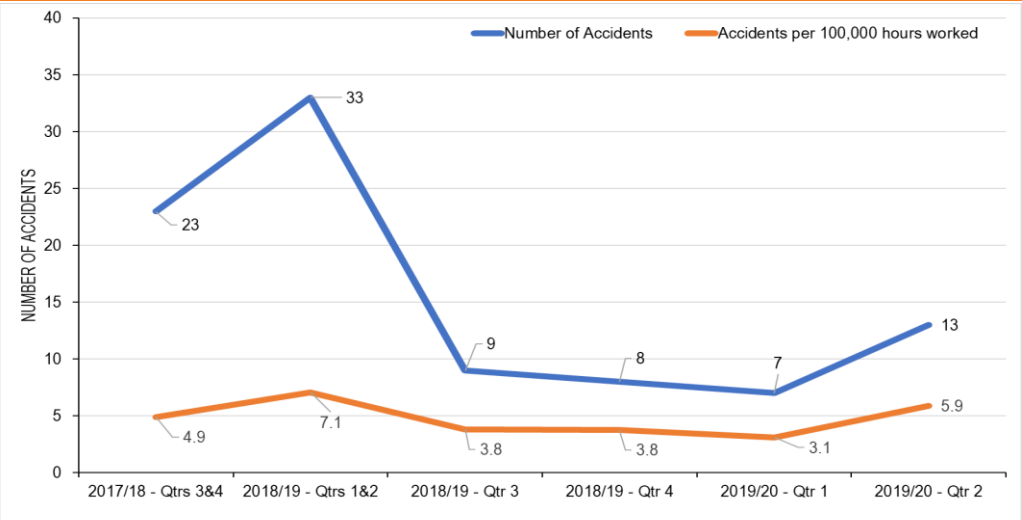
There were no injuries to members of the public, or incidents reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR). Of the incidents reported to Kier staff only one resulted in time off work (7days).

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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 waste generated across Somerset in Q2 2019-20 showed the following changes:  
 Total household arisings for Q1 & Q2 2019-20 increased by 640 tonnes from 2018-19, to a total of 134,500 tonnes. This equates to 521.00kg/hh, a reduction of -1.86kg/hh of which -1.41kg/hh came from the kerbside and -0.45kg/hh from the sites. (Although we have a +ve tonnage, the -ve kg/hh figure is due to an increase in the number of Somerset households)

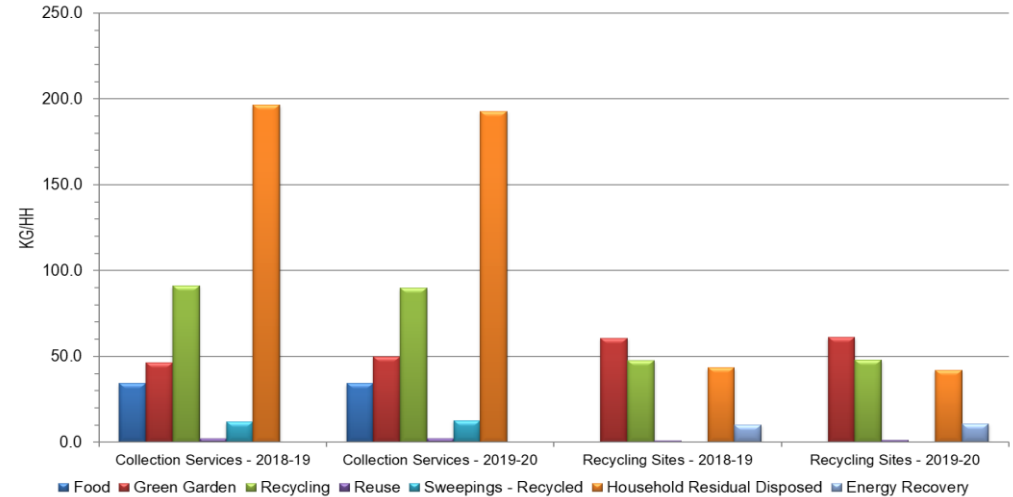
The total amount Reused, Recycled & Composted increased overall by 3.20kg/hh, with an increase of 2.25kg/hh at the kerbside and 0.95kg/hh at recycling sites. Of these amounts, dry recycling from the kerbside accounted for -1.31kg/hh, with 3.44kg/hh of green garden waste also coming from the kerbside.

Residual Household Waste per Household for Q1 & Q2 2019-20 was 234.68kg/hh, a decrease of over 5kg/hh from 239.74kg/hh, when compared to 2018-19. There was also a slight decrease in the amount of local authority collected waste landfilled, down 0.82% from 44.71% to 43.89%.

Our relatively high percentage of municipal waste landfilled, will reduce significantly when we start sending Somerset's residual waste to the new Avonmouth RRC, in Spring 2020.

What has happened and what has changed since last year?

Q2 COMPARISON OF WASTE ARISING BY SOURCE 2018-19 TO 2019-20 - KG/HH



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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:

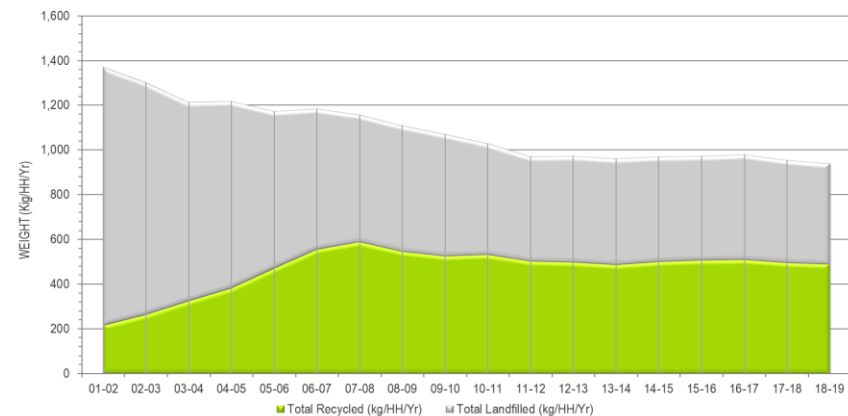
- 1) Schools education programme; School Against Waste
- 2) Recycle More, which will include the introduction of PTT, cartons, battery collections and increasing the capture of small electricals.
- 3) Food waste participation campaign; Slim my waste, feed my face
- 4) Increasing targeted social media publicity.
- 5) A new draft 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.
- 8) Focus on reuse.
- 9) Ensuring new developments are planned with waste in mind.

For more detail on the above initiatives, see the SWP 2019-2024 Business 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 (kg/HH/Year) - 2001-02 to 2018-19

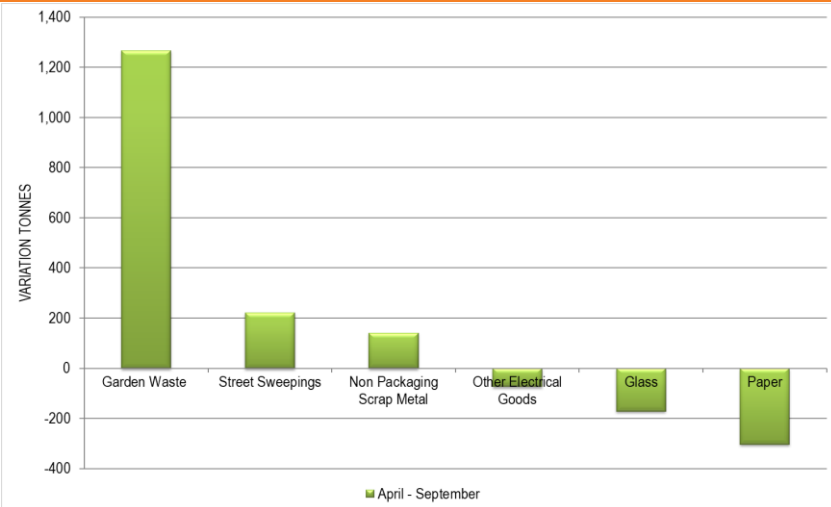




Why do we measure and report this?

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.

What has happened in this quarter?



**Recycling and reuse rate (NI192) for Apr-Sep 2019: 54.96%** (increase of 0.81% over 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. Work on contract mobilisation by both SWP and Suez staff has begun ready for 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 secured funding for a major food waste campaign. Using Bristol's award-winning 'Slim my waste, Feed my Face' campaign, this 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. it is planned to launch this campaign in New Year 2020.
- 3) A trial between Viridor Ltd and Vegware Ltd to test the composting of cups from Vegware was successful completed, however, Vegware have subsequently pulled out of the project. Although it was found that this product could be composted, there were issues with keeping the material separate from other material, especially food waste.

What has driven the changes in this quarter?

SWP's overall recycling rate for April - September 2019 of 54.96% was a slight increase when compared to the same period last year. This consisted of an increase of 0.79% in the recycling rate at the kerbside to 47.76% and an increase of 0.83% for recycling sites to 72.41%. The main drivers were, increases in garden waste across both kerbside collections and recycling sites and a reduction in the amount of kerbside dry recycling waste generated.

The large increase in garden waste this year was seen across both the kerbside collections, up 998 tonnes and the recycling sites, up 279 tonnes and was a result of a much better growing season this year compared to last.

Materials that saw significant changes in the weight collected compared to the same period last year were: Garden waste up 1,267 tonnes, recycled street sweepings up 221 tonnes and scrap metal up 140 tonnes.

These were all offset slightly by an decrease in the amount of paper recycled, down 304 tonnes, glass down 172 tonnes and other electrical items down 74 tonnes.

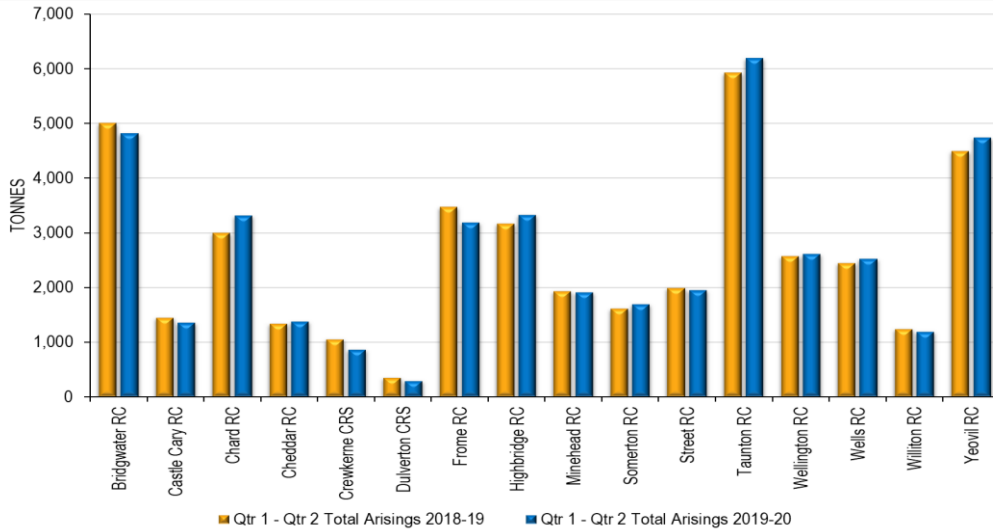
What will future success look like and what are we doing about it?

- 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.
- 4) 'Slim My Waste, Feed My Face': Due to start early in the new year, aims to significantly increase the amount of food waste collected, with the potential to capture an additional 5,000 tonnes per year from 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) 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.

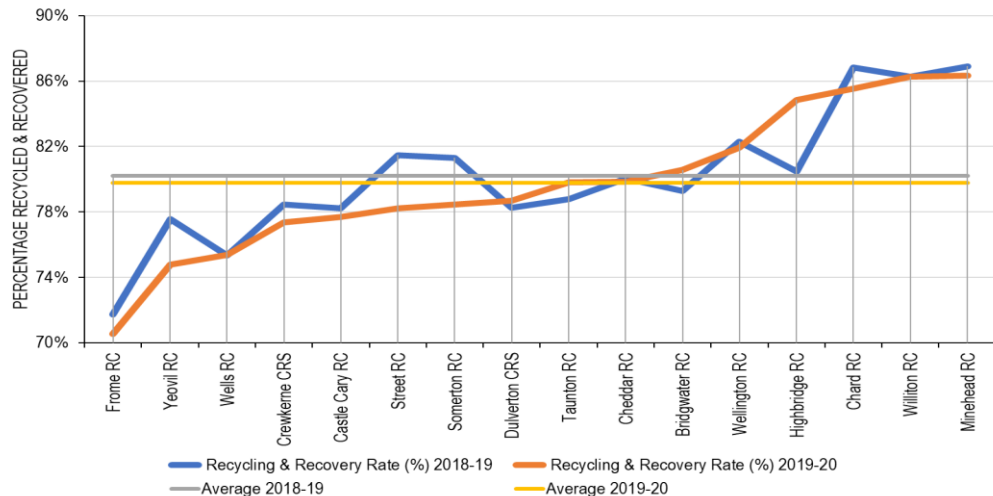
What has happened and what has changed in this quarter?



| Recycling Site   | Qtr 2 Visitor Numbers |                |               |
|------------------|-----------------------|----------------|---------------|
|                  | 2018-19               | 2019-20        | % Change      |
| Bridgwater RC    | 54,985                | 50,936         | -7.36%        |
| Castle Cary RC   | 12,828                | 11,567         | -9.83%        |
| Chard RC         | 34,481                | 34,671         | 0.55%         |
| Cheddar RC       | 15,351                | 16,904         | 10.12%        |
| Crewkerne CRS    | 8,207                 | 6,394          | -22.09%       |
| Dulverton CRS    | 2,339                 | 2,098          | -10.30%       |
| Frome RC         | 31,741                | 33,668         | 6.07%         |
| Higbridge RC     | 39,691                | 36,277         | -8.60%        |
| Minehead RC      | 29,968                | 28,903         | -3.55%        |
| Somerton RC      | 15,970                | 14,580         | -8.70%        |
| Street RC        | 24,705                | 25,266         | 2.27%         |
| Taunton RC       | 72,155                | 73,227         | 1.49%         |
| Wellington RC    | 29,208                | 27,827         | -4.73%        |
| Wells RC         | 25,717                | 28,249         | 9.85%         |
| Williton RC      | 13,279                | 12,508         | -5.81%        |
| Yeovil RC        | 46,667                | 46,483         | -0.39%        |
| <b>All Sites</b> | <b>457,292</b>        | <b>449,558</b> | <b>-1.69%</b> |

**Note :** Table shows Q2 only and is not cumulative.

Q1 - Q2 RECYCLING SITE RECYCLING RATE % - 2019-20 COMPARED TO 2018-19



Total arisings are up by 297 tonnes. This total comprises of 600 tonnes of dry recycling and reuse, 279 tonnes of garden waste and 85 tonnes of hardcore & soil, all offset by decreases in residual waste of -439 tonnes and -228 tonnes of wood for recovery.

The best performing sites in 2019-20 are, Minehead RC (86.33%) and Williton RC (86.27%), with the worst performing being Frome RC (70.55%) and Yeovil RC (74.79%). 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.

The number of visits decreased from 937,070 in 2018-19 to 882,932 in 2019-20, a fall of 54,138, (-5.78%). This reduction may be due to the opening hours and day changes implemented at the beginning of April, however it should be noted that the Automatic Number Plate Recognition system, used to count vehicles visiting sites, was inoperable for the second half of Q1 and the first half of Q2. Therefore, the data for Q1-Q2 was extrapolated to produce full period visitor numbers and may be flawed. Additional quarters may provide more accurate data over time and indicate any influence changes to opening patterns may have had.

Why do we measure and report this?

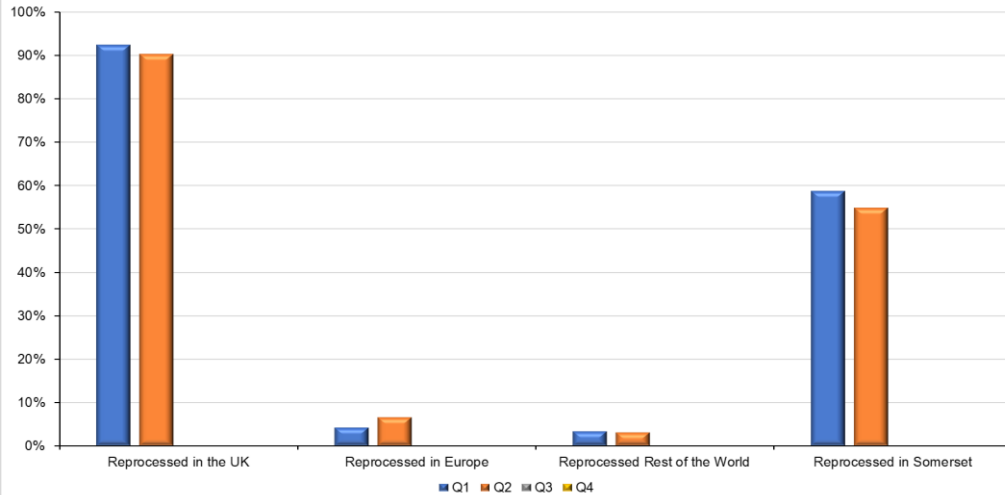
As the first Authority in the UK to publish the detail of what we do with our household waste, it remains important that we are transparent to our Members and residents in terms of how and where we treat and recycle the materials we handle - in particular how much stays in Somerset and the UK, and how 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?

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RECYCLING END-DESTINATIONS 2019-20



In Q2 we recycled 90% of our waste in the UK with 55% reprocessed in Somerset. Roughly 7% of exports to Europe and 3% further afield, and around 56% of the exports went to Germany. 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.

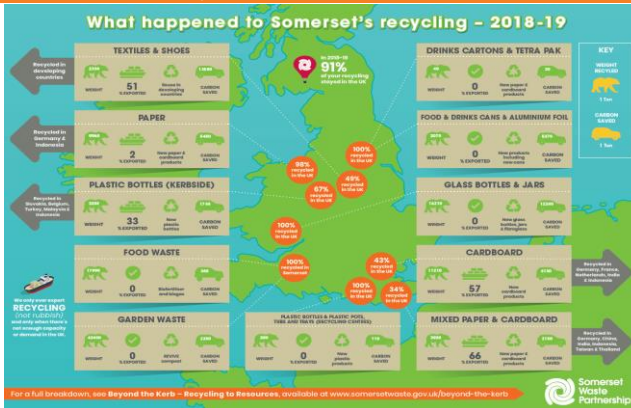
Cardboard and paper are the main materials exported this quarter, along with some plastic bottles and a small quantity of cans. Whilst the high quality paper from the kerbside is recycled into newsprint in the UK, mixed paper from schools and recycling centres are sent to other markets. The paper and cardboard has been exported to Germany, India, Thailand, Pakistan and Vietnam. Plastic bottles are mostly recycled in the UK with some exported to Spain and Germany. A small quantity of aluminium cans were exported to Germany. 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 74.76 tonnes collected in Q2 - an increase of 3.42 tonnes. 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?

We have renamed the End Use Register - 'Beyond the Kerb - Recycling to Resources'. We have produced a new infographic for this year, helping people to see 'at a glance' what happens to the materials we collect. We will be publishing the annual Beyond the Kerb recycling register from 16 December (post general election) and will be highlighting this and the infographic in the Your Somerset publication, press, website and social media.



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.

Somerset residents will be aware of the existence of the Beyond the Kerb recycling 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.

In future, we plan further work on developing our carbon reporting so that as well as weight based reporting, we can look at materials by their carbon impact. Some materials have a high weight and high carbon impact (food waste), whilst others may have low weights, but high carbon impact (textiles).

Due to volatility, in the fibre market (textiles), it may become more difficult for both Kier and Viridor to source a reprocessor willing to take this material. So our continued ability to collect this material and that of our contractors' to find an outlet, although challenging, will be seen as a successful outcome.

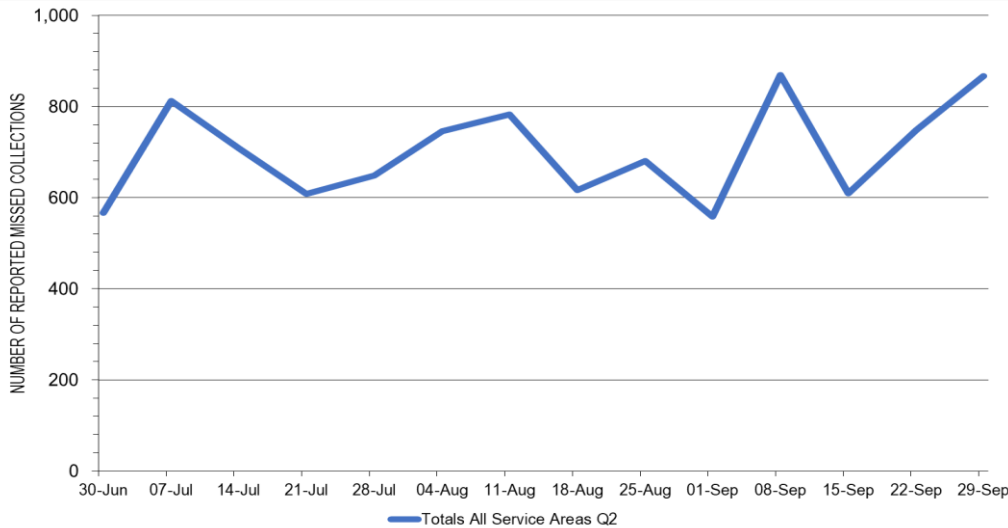
The kerbside textiles market is still problematic and Kier and Suez continue to look for alternative suppliers. Textiles banks at recycling centres, third party collection banks, and charity shops are not affected by this issue.



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?

Performance in Q2 has seen a continuing upward trend in problems, with the main factor affecting this performance being the reliability of the vehicles. Despite a number of initiatives being undertaken, this level of failure has become untenable and therefore Kier have taken a major strategic and operational decision and engaged a new maintenance provider, in an attempt to address this problem.

Comparing last quarter's performance graph below left (Q1), to this quarter below right (Q2), we can see a clear need for a major intervention. However, like most major interventions this wasn't a quick fix and required time to instigate and performance continued to cause concern whilst these steps were being introduced.



Q1

Q2

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) Kier have engaged a new maintenance provider and although this has taken time to introduce we are confident this will improve the reliability and availability of the fleet. The new service provider is a proven expert in the field of maintaining waste vehicles and corporately is in a more secure and stable position than the previous provider.
- 3) We continue to meet regularly with the senior management at Kier, to review performance. As part of this process, we consistently analyse performance and these outcomes are discussed in detail where plans to improve and mitigate against identified negative trends are developed. We also engage regularly in tri-partied meetings with the incoming and outgoing contractor to discuss areas where co-operative planning and work streams can be developed, to assist in the smooth transition to the new contract with SUEZ.

Where do we expect to be by the end of the year?

- 1) Continue to seek a smooth transition from Kier to SUEZ, whilst ensuring Kier continue to meet the requirements of the current demands as we head toward the new service.
- 2) SUEZ meeting the much more robust standards on missed collections that we have set in the new collection contract. This consists of a target set at the level currently achieved by our existing contractor, Kier, and reducing to the new level of (0.045%) over the first 3 months of the new contract. This should help in 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.

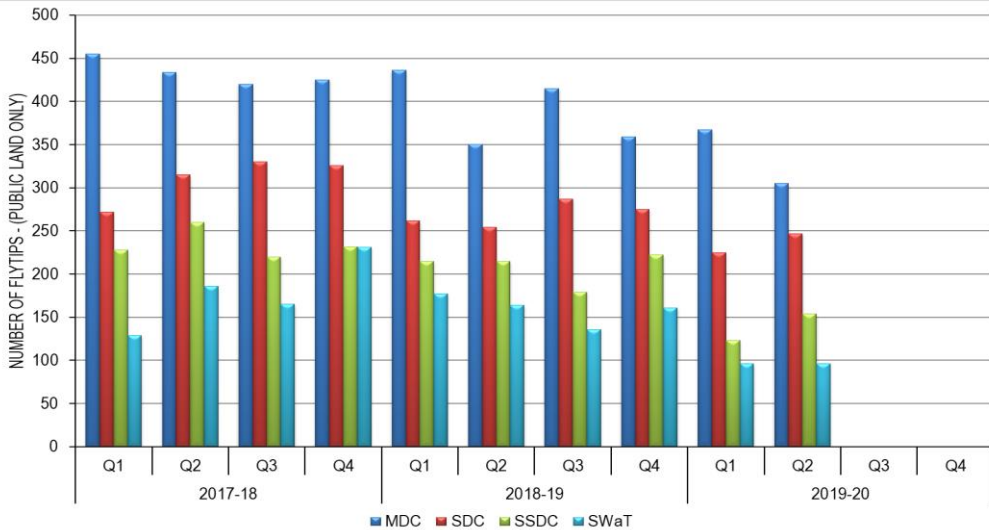




Why do we measure and report this?

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 fly tipping incidents continues to fall compared to both the same period last year and to the previous quarter.

The number of incidents for Q2 2019-20 has dropped by a total of -181 incidents, from 983 in 2018-19 to 802 in 2019-20, with a combined fall over Q1-Q2 of -460 incidents from 2,073 down to 1,613. The number of fly-tipping incidents in all Districts continues to improve this year by between -44 and -153 incidents, with the smallest reduction in Sedgemoor (-44) and the greatest in South Somerset (-153). There is no evidence that any of SWP's activities have contributed to any increases in fly-tipping.

Overall across the Partnership the main increases were 'Other commercial waste' (+37), 'Other (unidentified)' (+12) and 'Clinical' (+4), with the decreases being 'Other household waste' (-150), 'Construction / demolition / excavation' (-92) and 'Tyres' (-92).

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.

Fly-tipping (criminal dumping of waste) on public and private land creates environmental damage, so SWP in conjunction with Partners aims to develop a business case/pilot by exploring best practice in tackling fly-tipping on all land, whether publicly or privately owned (noting that fly-tipping on public land has been falling in Somerset). This will include working with the Police, NFU and other interested partners and may include adoption of the model developed by Hertfordshire Flytipping Group. Their 'Let's S.C.R.A.P Fly tipping' campaign (Suspect, Check, Refuse, Ask, Paperwork) brought together 11 LAs, Police and other organisations and provided a one-stop portal where residents and businesses could obtain information about disposing of waste correctly, report fly tipping and check waste carrier details. The campaign led to a 17.9% reduction in fly tipping in 2017-18.

What will future success look like?

Continued effective joint working with Districts around enforcement (and crucially, publicising any successful prosecutions).

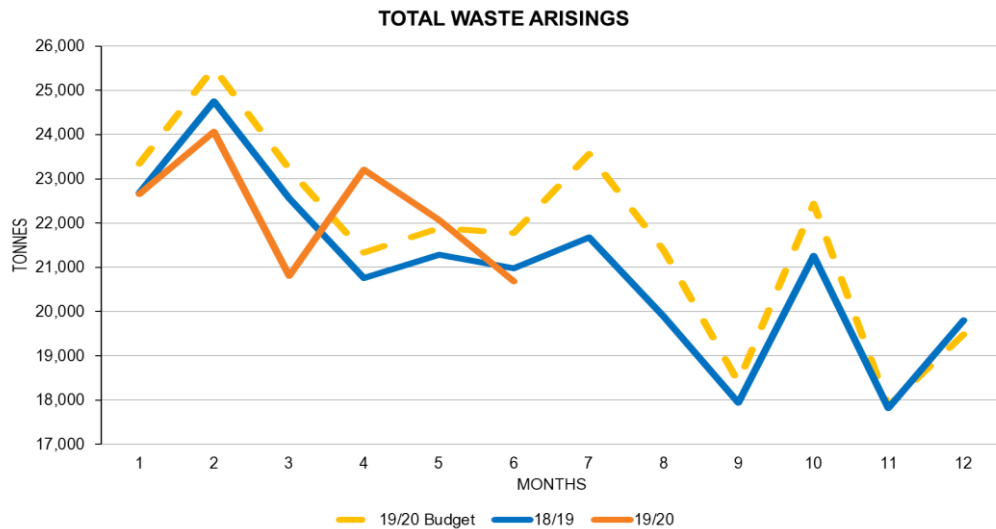
Implementation of a scheme similar to that of Hertfordshire Fly tipping Group's, 'Let's S.C.R.A.P Fly tipping' campaign, leading to a continued reduction in the number of reported fly tips across the Somerset, as well as closer working relationships with groups such as the Police, NFU and other interested partners. All leading to reductions in fly tipping similar to the levels seen in Hertfordshire of around 18%.

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 finance report September 2019. It compares the budget (set in Dec 2018) to the actual spend for the first 6 months of 2019-20 and an expectation of what the full year budgetary position will look like.

**Collection budget:** The budget for all collection partners has moved from a forecast underspend of £13k to an underspend of £99k. The number of garden waste customers at the end of September form the basis of the charge from Kier for the full year; these are much lower than budgeted to the value of £85k. There will also be a corresponding drop in income collected at the individual districts. Other budget lines have not moved significantly since the Q1 report, as the most significant contractor costs are based on annual sums.

**Disposal budget:** The current forecast for the year has moved from an underspend of £791k to an underspend of £1,088k. This budget is predominantly tonnage based and the underspend is a result of reduced volumes compared to budget. There has been an increase in green waste in Q2, but residual waste volumes continue to be lower and so this dominates the underspend. There are also additional underspends with both haulage and management fees at the recycling sites. However, it should be remembered that tonnages can be very volatile and dependent on outside factors such as the weather.

**Note:** The finance information in this section covers to the end of Q2 only, whereas the main Board Finance report is for a 7 month period, to give a more up to date picture to members.

What have we achieved during the year?

- 1) Head Office Cost underspend of £40k: Which due to staff savings from the recent restructure.
- 2) Disposal contract cost underspend of £740k: this is driven by 3 key factors. Firstly, the budget was set early last year and tonnages at the end of the year were lower than estimated, effectively setting the budget too high. Secondly disposal costs were lower than the estimates accrued for at the end of the 2018-19 financial year. When this accrual was reversed in Q1 of the 2019-20 financial year it resulted in a c£140k benefit to the current year budget. Thirdly, actual total tonnages for the year to date have been lower than were predicted when the budget was set in December 2018. Tonnages are currently 0.6% less than the same period last year.
- 3) Collection costs: The current forecast outturn for all District partners is very close to budget at just a £13k underspend on a £17.7m collection budget. This will need to be monitored carefully to try and manage the variable elements of the contract such as container replacements. Dry recycling yields lead to recycling credit payments from the County Council, these are currently lower than we would wish so this area will be tracked and reported on as the year progresses. Garden customer participation is updated and reflected in contractor payments as at the end of September, so this budget line will change (noting that this will also be reflected and offset by the income received at each district - shown in each district council partner's own accounts).

5) Recycle More project funding: The fund at the start of the year for this project stands at £920k. This will all be spent in the current year on the mobilisation and implementation costs prior to the new contract start on the 28th March 2020. Costs to be covered include Kier termination costs (such as pensions, plant and equipment), technical advice, cost relating to new depot requirements and financing costs for vehicles which need to be built ready for contract start date. The project roll-out costs for moving to the new service model will be incurred during the two years 2020/21 and 2021/22. 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 <sup>1</sup>   | £775k          | 1. Proposed capital items                         |
| Container Delivery <sup>1</sup> | £545k          | 2. Includes notification packs (c£140k), services |
| Marketing <sup>2</sup>          | £480k          | leaflets/stickers (c£160k), newsletters (c£100k)  |
| Customer Support                | £340k          |   |
| <b>Total</b>                    | <b>£2,140k</b> | <b>Revenue Total</b> <b>£820k</b>                 |

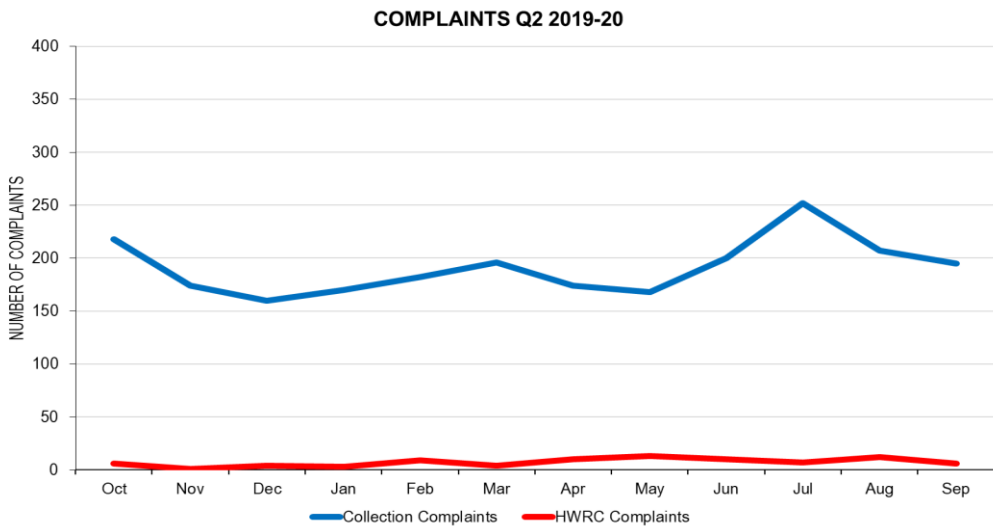


Why do we measure and report this?

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



Strain on Kier's service delivery through vehicle and staffing issues has led to a reduction in the quality of the service that has been provided. SWP has been working with Kier to ensure that known areas of failure such as repeated missed collections and assisted collections have not escalated to by a similar proportion as missed collections as a total.

Complaints at Recycling Sites reduced through the quarter and remained fairly static at or around average levels. Nine compliments were received from members of the public through the review period. No further complaints around opening hours have been received.

Container demand through the period has reduced significantly and customer SLA compliance has been uniformly met.

Behavioural change work with Kier Supervisory staff is underway, however changes in our contractors personnel have reduced the effective of this initiative.

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



















What will future success look like?

- 1) Annual leave at Kier's depots will have stabilised, providing a more consistent level of staff on the service, it is expected that performance of the collection contract should get to near normal levels through the autumn.
- 2) Behavioural change work is being undertaken with Kier Supervisors and Management to improve the accountability of crew actions, we would hope that this will lead to a decline in crew behaviour type complaints.
- 3) Director level commitment has been achieved at Kier to ensure that the temp to perm activity is maintained to contract end. Kier are directly contacting labour agencies outside of those contracted to ensure that their staff supply chain is in place.
- 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 January 2020.

- 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.



| What are the headline numbers?  | Key highlights in performance   |                     |        |                         |       |         |                    |       |  |       |  |     |        |            |        |                   |     |         |  |        |  |     |        |  |        |  |     |       |            |       |                         |     |       |  |       |  |     |       |  |       |  |
|---|---|---------------------|--------|-------------------------|-------|---------|--------------------|-------|--|-------|--|-----|--------|------------|--------|-------------------|-----|---------|--|--------|--|-----|--------|--|--------|--|-----|-------|------------|-------|-------------------------|-----|-------|--|-------|--|-----|-------|--|-------|--|
| <p>1) Developing with SUEZ the strategy, timeline and messaging for effective, robust Recycle More communications.</p> <p>2) Continuing work with SCC colleagues to rebrand and restructure our website to be more user-friendly for Recycle More.</p> <p>3) Maintaining effective social media to ensure a unified approach by customer services and communications.</p> <p>4) Developing and targeting the successful Schools Against Waste programme with Carymoor Environmental Trust to align it with the 'Slim My Waste' food recycling campaign and Recycle More for education where needed most (especially in low-participation areas).</p> <p>5) Responding to the public focus on the destination of recycled materials with clear infographics for use online and in print to further build trust.</p> <p>6) Offering support and education to new and existing community groups about what we do and how and why we do it.</p> | <p><b>Social Media</b></p> <table border="1"> <tr> <td>Facebook followers:</td> <td>5,460</td> <td>Start Jul</td> <td>5,892</td> <td>End Sep</td> </tr> <tr> <td>Twitter followers:</td> <td>2,360</td> <td></td> <td>2,397</td> <td></td> </tr> </table> <p><b>Website Hits</b></p> <table border="1"> <tr> <td>Jul</td> <td>99,730</td> <td>Page Views</td> <td>82,311</td> <td>Unique Page Views</td> </tr> <tr> <td>Aug</td> <td>105,261</td> <td></td> <td>87,522</td> <td></td> </tr> <tr> <td>Sep</td> <td>87,769</td> <td></td> <td>72,193</td> <td></td> </tr> </table> <p><b>Sorted Ezine</b></p> <table border="1"> <tr> <td>Jul</td> <td>9,308</td> <td>Deliveries</td> <td>6,419</td> <td>Unique open with images</td> </tr> <tr> <td>Aug</td> <td>9,344</td> <td></td> <td>4,559</td> <td></td> </tr> <tr> <td>Sep</td> <td>9,412</td> <td></td> <td>6,279</td> <td></td> </tr> </table> <p>Monthly Briefing sent to 326 parishes, and County and District councillors.</p> | Facebook followers: | 5,460  | Start Jul               | 5,892 | End Sep | Twitter followers: | 2,360 |  | 2,397 |  | Jul | 99,730 | Page Views | 82,311 | Unique Page Views | Aug | 105,261 |  | 87,522 |  | Sep | 87,769 |  | 72,193 |  | Jul | 9,308 | Deliveries | 6,419 | Unique open with images | Aug | 9,344 |  | 4,559 |  | Sep | 9,412 |  | 6,279 |  |
| Facebook followers:   | 5,460   | Start Jul           | 5,892  | End Sep                 |       |         |                    |       |  |       |  |     |        |            |        |                   |     |         |  |        |  |     |        |  |        |  |     |       |            |       |                         |     |       |  |       |  |     |       |  |       |  |
| Twitter followers:  | 2,360   |                     | 2,397  |                         |       |         |                    |       |  |       |  |     |        |            |        |                   |     |         |  |        |  |     |        |  |        |  |     |       |            |       |                         |     |       |  |       |  |     |       |  |       |  |
| Jul   | 99,730  | Page Views          | 82,311 | Unique Page Views       |       |         |                    |       |  |       |  |     |        |            |        |                   |     |         |  |        |  |     |        |  |        |  |     |       |            |       |                         |     |       |  |       |  |     |       |  |       |  |
| Aug   | 105,261   |                     | 87,522 |                         |       |         |                    |       |  |       |  |     |        |            |        |                   |     |         |  |        |  |     |        |  |        |  |     |       |            |       |                         |     |       |  |       |  |     |       |  |       |  |
| Sep   | 87,769  |                     | 72,193 |                         |       |         |                    |       |  |       |  |     |        |            |        |                   |     |         |  |        |  |     |        |  |        |  |     |       |            |       |                         |     |       |  |       |  |     |       |  |       |  |
| Jul   | 9,308   | Deliveries          | 6,419  | Unique open with images |       |         |                    |       |  |       |  |     |        |            |        |                   |     |         |  |        |  |     |        |  |        |  |     |       |            |       |                         |     |       |  |       |  |     |       |  |       |  |
| Aug   | 9,344   |                     | 4,559  |                         |       |         |                    |       |  |       |  |     |        |            |        |                   |     |         |  |        |  |     |        |  |        |  |     |       |            |       |                         |     |       |  |       |  |     |       |  |       |  |
| Sep   | 9,412   |                     | 6,279  |                         |       |         |                    |       |  |       |  |     |        |            |        |                   |     |         |  |        |  |     |        |  |        |  |     |       |            |       |                         |     |       |  |       |  |     |       |  |       |  |

| What are our current priorities?   | What do we want to achieve?  |   |   |               |   |            |   |              |   |            |  |               |   |            |  |              |   |            |  |            |   |            |                                       |              |   |
|--|--|---|---|---------------|---|------------|---|--------------|---|------------|--|---------------|---|------------|--|--------------|---|------------|--|------------|---|------------|---------------------------------------|--------------|---|
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|    | 23/07/2019   | Park smart to save a life (and get recycling collected) | <u>17,407</u>   |               |   |            |   |              |   |            |  |               |   |            |  |              |   |            |  |            |   |            |                                       |              |   |
|   | 28/08/2019   | Frome Recycling Centre reopens after bomb scare         | <u>9,050</u>  |               |   |            |   |              |   |            |  |               |   |            |  |              |   |            |  |            |   |            |                                       |              |   |
|   | 27/09/2019   | Mendip start for Recycle More expanded collections      | <u>36,172</u>   |               |   |            |   |              |   |            |  |               |   |            |  |              |   |            |  |            |   |            |                                       |              |   |
|   | 12/07/2019   | Missed collection? Apologies. Trucks clearing pick-ups  | <u>1,410</u>  |               |   |            |   |              |   |            |  |               |   |            |  |              |   |            |  |            |   |            |                                       |              |   |
|   | 28/08/2019   | Bomb disposal team makes safe possible grenade          | <u>900</u>  |               |   |            |   |              |   |            |  |               |   |            |  |              |   |            |  |            |   |            |                                       |              |   |
|   | 01/09/2019   | It's in our hands - Recycle Week 2019                   | <u>3,924</u>  |               |   |            |   |              |   |            |  |               |   |            |  |              |   |            |  |            |   |            |                                       |              |   |



## 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](mailto: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.



## Somerset Waste Board meeting

20 December 2019

Report for decision

Draft SWP Business Plan 2020 - 2025

Lead Officer: Mickey Green, Managing Director

Author: Mickey Green, Managing Director

Contact Details: [mickey.green@somersetwaste.gov.uk](mailto:mickey.green@somersetwaste.gov.uk) (01823) 625707

|  |   |
|--|---|
| <b>Forward Plan Reference:</b>                                 | SWB/19/04/07  |
| <b>Summary:</b>  | <p>The Somerset Waste Board is required to annually approve a rolling five-year business plan. Our Business Plan explains how we will work towards our 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. The three areas of focus are:</p> <ul style="list-style-type: none"> <li>• Delivering excellent services</li> <li>• Changing behaviours</li> <li>• Building our capability</li> </ul> <p>Somerset Waste Partnership are undergoing the most significant transformation of services since it was formed – recycling more, moving away from landfill, transforming our technology to deliver better customer service, responding to the climate emergency and the changing national policy agenda.</p> |
| <b>Recommendations:</b>  | That the Somerset Waste Board approves the Draft Business Plan for partner authority consultation.  |
| <b>Reasons for recommendations:</b>                            | <ul style="list-style-type: none"> <li>• Approval is required to set a clear mandate for SWP delivery of business activities for the period.</li> <li>• An approved Business Plan is a constitutional requirement.</li> <li>• The partner consultation timetable aligns with the collection contract procurement timetable</li> </ul>   |
| <b>Links to Priorities and Impact on Annual Business Plan:</b> | As a rolling five-year business plan, the draft Business Plan for 2020-2025 represents an evolution from the current Business Plan, but also reflects all partner authority's declaration of a climate emergency.   |

|   |   |
|---|---|
| <p><b>Financial, Legal and HR Implications:</b></p> | <p>Many actions within the business plan will require significant specialist input, including financial, legal, HR and procurement specialist advice.</p>   |
| <p><b>Equalities Implications:</b></p>              | <p>Equalities Impact Assessments will be carried out as appropriate with the development of each Business Plan activity prior to proceeding with that activity. In most cases the decision to proceed based on the outcome of the impact assessment will be delegated to the Managing Director and Senior Management Team of SWP. Where significant issues are identified through the assessment process that would have implications for major projects or programmes the decision to proceed will return to the Board prior to commencing development.</p>  |
| <p><b>Risk Assessment:</b></p>                      | <p>Failure to approve a Draft Business Plan for consultation with the partners will result in difficulties meeting the constitutional timescale for the process and in setting a viable budget. Risk assessments will be undertaken for any service changes or new programmes as they are developed and the SWP risk register will be updated accordingly and reported to the board through the performance management reporting process.</p> <p>There is a risk that the Business Plan may be affected by:</p> <ul style="list-style-type: none"> <li>a) resource pressures on SWP, in particular due to the intense workload associated with mobilising a new collection contract.</li> <li>b) Central Government policy changes that result from the next phase of consultations on waste policy</li> <li>c) Brexit and the uncertainty around this</li> <li>d) Somerset's Climate Emergency Strategy</li> </ul> |

## 1. Background

- 1.1.** The Board is required to approve a draft business plan annually. The plan is rolling five-year plan and therefore the 2020-25 plan will include some items already highlighted within the current plan, updated as necessary. This draft is presented to the Board for them to approve and approve as the basis for partner consultation. Following the period of consultation, a final draft of the Business Plan is brought to the February board meeting for approval.
- 1.2.** The process of review is continuous, but the Business Plan contains a snapshot of where we are now, those things that have a major impact on us, resources available, summary of the budget and priority work areas. Progress against our current business plan is reported to the board at each quarterly meeting through

the Performance Report. The board also receive a report at each meeting updating them on progress with mobilising the new collection contract and implementing Recycle More. The work involved in preparing for the new contractor and successful implementation of Recycle More remains the highest priority area within the Business Plan, as it has been in previous years.

- 1.3.** The Board is almost exclusively funded from contributions from partners and, apart from one-off funding bids, has no automatic block grant from Central Government or any general reserves. It is therefore dependent on agreement between partners on the level of funding provided by each of them in line with the cost sharing formula. Business planning and budget setting are part of the same process and timetable.
- 1.4.** The Board has delegated authority for decision making across all services and therefore must make proposals to the partners on how savings can be made, taking into account any requirements to make savings and proposals on how this can be achieved.
- 1.5.** Under the terms of the Inter Authority Agreement, the Board cannot make a decision that has an adverse financial implication on any partner without that partner's agreement. Recognising the need for partners to make difficult savings decisions, the Board does have discretion to determine how any savings targets handed down can be delivered, provided all partners sign up through approval of this draft plan.
- 1.6.** As agreed by the Board in September 2019, SWP is also developing a Waste Management Strategy to set out a long-term framework for resource efficiency and waste management for domestic waste in Somerset for the next 31 years (to 2050). The next stage of consultations from national government on major policy changes (such as Extended Producer Responsibility, Deposit Return Schemes, Consistency in collections) is now not expected until Spring 2019, and this will delay SWP's timetable for developing its long term strategy, as it is necessary for Somerset's strategy to be informed by national strategy (as well as other key local issues, such as the climate emergency strategy).

## **2. Options Considered and reasons for rejecting them**

- 2.1.** The SWP Business Plan is a constitutional requirement and no other option is available.

## **3. Consultations undertaken**

- 3.1.** Initial consultation was held with partners (via the senior officer group – SMG) on 13 August and 10 September. Further consultation took place over the Autumn. The Somerset Waste Board and Joint Waste Scrutiny Panel, at their meetings in September, considered an outline of the Business Plan in order to shape the

approach at an early stage in its development. Formal partner consultation will take place in the new year, once a draft business plan has been agreed by the Board at its December meeting.

#### **4. Implications**

- 4.1.** The SWP Business Plan is a constitutional requirement. Failure to approve the plan will result in difficulties as outlined above.

#### **5. Background papers**

- 5.1.** Draft SWP Business Plan 2019 - 2024
- 5.2.** Waste Board Constitution\_  
<http://democracy.somerset.gov.uk/mgCommitteeDetails.aspx?ID=196>



# **SWP Business Plan 2020 – 2025**

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| Page 3                   | About Somerset Waste Partnership |
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| Page 5                   | Approach to Business Plan        |
| Page 6                   | Action Table                     |
| Page 15                  | Draft Budget Table 2020/21       |

| <b>Change History</b> |                                       |
|-----------------------|---------------------------------------|
| 20/11/19              | First draft                           |
| 26/11/19              | Second draft following officer review |



## About Somerset Waste Partnership

### Our vision and values

|                                |  |
|--------------------------------|--|
| <b>Who we are:</b>             | Somerset's Local Authorities working together as the Somerset Waste Partnership, ensuring that our household waste is reduced, collected, reused, recycled and effectively treated.  |
| <b>What we do:</b>             | <ul style="list-style-type: none"> <li>• Preserve our environment by making every effort to ensure our household waste is not waste but reused as a valuable resource.</li> <li>• Deliver excellent customer service and value for money to create a more sustainable Somerset.</li> </ul>   |
| <b>What we want to become:</b> | 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.   |
| <b>Our values:</b>             | <ul style="list-style-type: none"> <li>• <b>Insight:</b> Working with our partners to understand how and why people behave as they do and use this knowledge to shape our service.</li> <li>• <b>Collaboration:</b> Treating everyone we work with as an equal, knowing we have greater success when we work together.</li> <li>• <b>Innovation:</b> Learning from others and constantly looking at new ways of working to give the best service we can.</li> <li>• <b>Quality:</b> Focusing on excellent customer service and making the best use of the waste we collect.</li> </ul> |

### Background to SWP

Somerset Waste Partnership (SWP) was established in 2007 and manages waste services on behalf of Mendip, Sedgemoor, Somerset Waste and Taunton, South Somerset District Councils, and Somerset County Council. This made it the first county-wide waste partnership in the country. It has a history of innovation – the first to roll out food waste at scale, the first to publish an annual report showing exactly what happens to all its recycling, and is known for its commitment to collecting quality source separated recycling materials which are used as resources by UK industry.

SWP is accountable to the Somerset Waste Board (SWB), which consists of two members from each of the partner authorities. For further information about Somerset Waste Partnership and the Somerset Waste Board visit [www.somersetwaste.gov.uk](http://www.somersetwaste.gov.uk).

SWP has delegated authority to deliver household waste and recycling services throughout Somerset, including management of kerbside collections, recycling sites and disposal sites. From 2020 these duties are in turn contracted to SUEZ (collection services) and Viridor (recycling sites, landfill sites and treating food, garden and residual waste). 2020 is a year of significant change for SWP – a new collection contractor (SUEZ Recycling and Recovery UK), a move away from landfill to generating energy from waste, and the start of the Recycle More collection service model.

## Key Challenges and Opportunities

|             |  |
|-------------|--|
| Political   | <b>The impact of withdrawal from the EU:</b> Whilst SWP recycles over 90% in the UK, waste is a global business and this may have impacts in the short term (e.g. on fuel availability/import controls affecting vehicle purchases) and longer term (e.g. on UK recycle prices, legislation, the labour market). |
|             | <b>Local Government reorganisation:</b> Any development of proposals for local government reorganisation may have a significant impact upon SWP.   |
|             | <b>National living wage:</b> Whilst all staff working for SWP or on our contracts are already paid above this level, this may make recruitment more challenging  |
| Economic    | <b>Financial pressure on partner authorities:</b> The financial environment in which we operate remains very tightly constrained.  |
|             | <b>Recyclate value:</b> SWP will share risk with its collection contractor on recycling value and changes in global prices will impact directly on us. SWP is contractually protected against price fluctuations with its treatment contractor   |
| Social      | <b>Demographic changes:</b> Somerset's ageing population needs to inform our planning for the future. Somerset benefits from near full employment, which can make recruitment more challenging.  |
|             | <b>Social media:</b> Increasing use of social media presents an opportunity to reach more people but raises expectations about speed of response.  |
| Technical   | <b>Big data:</b> The ability to manipulate large data sets (be it around people's behaviour or the life-cycle of resources and waste) can be powerful.   |
|             | <b>New materials:</b> New materials may emerge onto the market quicker than our ability to manage them at the end of their life, and they may be difficult to handle using our current processes. New materials often make claims for how they can be processed which do not reflect reality on the ground.      |
| Environment | <b>Somerset's Climate Emergency:</b> SWP have been asked to lead the 'Waste & Resources' workstream and this provides an opportunity for us to work more closely with partners to progress our vision. However, our ability to implement further change will be constrained by resources.                        |
|             | <b>Public Awareness:</b> Many people are much more aware of climate change and keen to do more, and frustrated if they feel they cannot do more.   |
| Legal       | <b>National legislative change (Consistency):</b> Whilst SWP is a leader in consistency and supports most of this agenda there are certain aspects of potential changes which SWP do not believe have the evidence to support them (e.g. free garden waste and restrictions on residual waste frequency).        |
|             | <b>National legislative change (Extended Producer Responsibility):</b> Should these changes be introduced in 2023 it should result in significant funding for SWP, though nothing is yet certain.  |
|             | <b>National legislative change (Deposit Return Scheme):</b> Should this be introduced it will have major negative impacts on SWP – with many high value recycling streams being taken away from us and public confusion.   |
|             | <b>National legislative change (Business waste):</b> The tightening of requirements on businesses (around separate dry recycling and food waste collection) as an opportunity for us to work with others to make Somerset more sustainable.  |

## Approach to Business Plan

Our Business Plan explains how we will work towards our 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. The three areas of focus are:

| <b>Focus</b>    | <b>Delivering excellent services</b>  | <b>Changing behaviours</b>  | <b>Building our capability</b>  |
|-----------------|---|---|---|
| <b>Outcome</b>  | <i>Household waste is effectively collected, reused, recycled and treated</i> | <i>People trust SWP and see waste as a resource - managing their waste properly</i> | <i>SWP has the capacity, capability and influence to deliver our vision</i> |
| <b>Activity</b> | Changes to collections  | Campaigns   | Transforming systems and processes  |
|                 | Changes to disposal   | Looking beyond domestic waste   | Strategy & Influence  |
|                 | Improving services  | Community Engagement  | Building partnerships   |

The actions currently underway remain the most significant set of changes to Somerset's waste services since SWP's inception in 2007, covering all aspects of our services. We are also expecting the most significant set of changes to national resources and waste policy for a generation, and the environmental impact of waste has a public profile higher than ever before. The scale of policy change expected will have significant impacts upon our future business plans. The three areas of focus set out the actions which reflect this but need to work together for maximum impact. For example, our transition to the Recycle More service model is set out under 'delivering excellent services', but this will not be a success unless we support this by 'changing behaviours', and 'building our capability' is vital to enabling us to achieve this.

In addition to the actions set out in the Business Plan, SWP propose to continue with the two charities we adopted in 2019 to support through staff fundraising and volunteering. In 2019 we undertook a volunteering day with RAFT, have raised over £100 and have promoted both on social media.

| <b>Local Charity</b>   | <b>National Charity</b>  |
|--|--|
| <b>RAFT</b> (Refugee Aid from Taunton)   | <b>WasteAid</b>  |
| RAFT provide aid through donations to help refugees and displaced people wherever and whenever they are able, regardless of colour, culture and religion. It demonstrates an innovative approach to reuse and hence aligns well with SWP's vision and the waste hierarchy. | 70% of the plastic in the oceans comes from places with no waste management. WasteAid helps people turn their waste into useful products, sharing recycling skills to create green jobs, improve public health and protect the environment. It works with community-based organisations to help develop waste collection and recycling businesses. |

| <b>1. Delivering excellent services</b> |   |                         |  |
|---|---|-------------------------|--|
| <i>What</i>                             | <i>When</i>   | <i>Why</i>              |  |
| <b>1.1</b>                              | <b>Changes to collections</b>   |                         |  |
| <b>1.1.1</b>                            | <b>Transition to SUEZ as collection contractor</b>  |                         |  |
| 1.1.1a                                  | Fully utilise in-cab technology   | April 2020              | This technology will be operational from day 1 of the contract and integrated with SWP's new customer relationship management system. It will be vital to support crews in getting used to using the technology, so that we make the most out of it.   |
| 1.1.1b                                  | Improve quality of service  | April – June 2020       | A much more stringent set of standards for service quality (e.g. missed collections) has been set with SUEZ. The first three months enable SUEZ to transition from the level of service delivered by Kier to this more robust standard.  |
| 1.1.1c                                  | Day changes to garden waste service   | April 2020              | From day 1 of the contract garden waste collection days will be separated from the rubbish/recycling collection day. This is necessary as it enables us to deliver this service more efficiently with fewer vehicles.  |
| 1.1.1d                                  | Health and safety & contract management   | Ongoing                 | Effective management of our contracts and the significant health and safety risks inherent in this industry is a key building block of our success.  |
| 1.1.1e                                  | Staff engagement  | Ongoing                 | It is vital that SWP works closely with front-line crews and keeps them engaged in SWP's activities.   |
| <b>1.1.2</b>                            | <b>Depot improvements to enable Recycle More</b>  |                         |  |
| 1.1.2a                                  | Evercreech Depot  | May 2019 – June 2020    | A significant programme of works managed by SUEZ to cope with additional recycling material, improve staff welfare facilities and enable us to deliver a higher quality service. This will include new buildings, new sorting and baling equipment, new bays and improved workshops. Bridgwater and Taunton depots will work more closely together than they currently do. A temporary site for vehicle parking will be required for part of the phased programme. |
| 1.1.2b                                  | Bridgwater and Taunton Depots   | April 2020 – April 2021 |  |
| 1.1.2c                                  | Williton Depot  | June 2020 – Nov 2021    |  |
| <b>1.1.3</b>                            | <b>Transition to Recycle More</b> <i>(note that each roll-out phase is preceded by an engagement and communications campaign, and followed by a lessons learned exercise)</i> |                         |  |
| 1.1.3a                                  | Roll-out phase 1 of Recycle More  | June – July 2020        | Mendip (c50,000 properties) – services provided from Evercreech depot.   |
| 1.1.3b                                  | Roll out Phase 2 of Recycle More  | Sept – Oct 2020         | Eastern part of South Somerset (c60,000 properties) – where recycling is provided from Evercreech depot.   |

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|              |   |                    |   |
|--------------|---|--------------------|---|
| 1.1.3c       | Roll out Phase 3 of Recycle More                                  | June – July 2021   | Remainder of South Somerset and eastern parts of Somerset West and Taunton (c70,000 properties) - where recycling is currently provided from Taunton depot.   |
| 1.1.3d       | Roll- out Phase 4 of Recycle More                                 | Sept – Oct 2021    | All of Sedgemoor and very small proportion of properties in neighbouring Districts (c55,000 properties) - where recycling is currently provided from Bridgwater depot.  |
| 1.1.3e       | Roll-out Phase 5 of Recycle More                                  | Feb – March 2022   | Western parts of Somerset West and Taunton (c 17,000 properties) – those served from Williton depot.  |
| <b>1.2</b>   | <b>Changes to disposal</b>  |                    |   |
| <b>1.2.1</b> | <b>Managing the transition away from landfill</b>                 | April 2020 onwards | Close management will be required in the early days of the Energy from Waste plant and the move away from the use of landfill.  |
| <b>1.2.2</b> | <b>Embedding the agreed changes to the Core Services Contract</b> | April 2020 onwards | Ensuring that the Core Services Contract Deed of Variation is fully implemented   |
| <b>1.2.3</b> | <b>Signage review at recycling centres</b>                        | April – Oct 2020   | Completion of the signage review commenced in 2019/20 to improve signage at all recycling centres and align it with the kerbside service.   |
| <b>1.2.4</b> | <b>Heat offtake from Avonmouth Energy from Waste</b>              | Ongoing            | Whilst some heat will be used to power the UK’s largest plastic processing facility, SWP will continue to work with Viridor to ensure that the heat is fully utilised and the environmental efficiency optimised.   |
| <b>1.2.5</b> | <b>Improvements to Recycling Centres</b>                          | Ongoing            | To seek opportunities to improve our recycling centres, subject to development of viable solutions and robust business cases. Minehead, Frome & Yeovil Recycling Centres are top priorities.  |
| <b>1.2.6</b> | <b>Closely manage site maintenance</b>                            | Ongoing            | With an ageing network of sites it is vital that high standards of site maintenance are maintained.   |
| <b>1.3</b>   | <b>Improving services</b>   |                    |   |
| <b>1.3.1</b> | <b>Reuse</b>  |                    |   |
| 1.3.1        | Develop a clear strategy for driving increased levels of reuse    | 2020/21            | Working with both our contractors (Viridor and SUEZ) and potentially commissioning external support to improve reuse across Somerset, utilising the recycling centres and bulky waste collection service, and through more effective partnership working with the many reuse organisations/VCSE groups across Somerset (including furniture reuse groups, men’s sheds, repair cafes etc). |
| 1.3.1b       | Implementing reuse strategy                                       | 2020               | Implementing the approach developed un 1.3.1a subject to securing funding   |

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|              |   |                           |  |
|--------------|---|---------------------------|--|
|              |   | onwards                   | and a viable business case.  |
| <b>1.3.2</b> | <b>Greening our fleet</b>                                     |                           |  |
| 1.3.2a       | Seek to pilot alternative fuels in the SWP fleet              | Ongoing                   | SWP will seek opportunities to pilot potentially viable technologies within its fleet.   |
| 1.3.2b       | Develop plans for alternative fuels ahead of partial re-fleet | Now - 2024                | SWP will seek to be in a position to take advantage of alternative fuels when it procures a number of new refuse vehicles in 2024, though this will be dependent upon viable technologies emerging.  |
| <b>1.3.3</b> | <b>Schools service</b>  |                           |  |
| 1.3.3a       | Revise service model to drive recycling and waste reduction   | April 2019 – March 2020   | SWP will revise the service model to address the barriers we have identified, including through providing more operational support to schools  |
| 1.3.3b       | Roll out Recycle More to Schools                              | Autumn 2020 – autumn 2021 | Additional recycling (adding plastic pots, tubs and trays to the food, paper, card, plastic bottles and cans they can already recycle) and greater separation of recycling (to maximise environmental benefit) rolled out in two phases – the east of the County first as vehicles will utilise Evercreech depot.                                  |
| <b>1.3.4</b> | <b>Service reviews</b>  |                           |  |
| 1.3.4a       | Collection contract & recycling credits review                | 2022/2023 - tbc           | To review the contract and recycling credits mechanism following the roll-out of Recycle More & legislative change.  |
| 1.3.4b       | Assisted collection review                                    | 2020/21                   | Regular review of our assisted collection database to ensure it is up to date.   |
| 1.3.4c       | Communal collection point review                              | Ongoing                   | Review of all communal collection points to identify if it is possible to transfer households onto the kerbside service.   |
| 1.3.4d       | Exploring prevention/improving lives opportunities            | Ongoing                   | With a new collection partner and a new fleet of vehicles/in-cab technology there is potential to explore how we can support wider public services, for example exploring utilising our vehicles to provide road condition surveys, how we can use in-cab technology and our crews on the ground to support adult social care's prevention agenda. |
| <b>1.3.5</b> | <b>Health and safety and contract management</b>              |                           |  |
|              |   | Ongoing                   | Effective management of our contracts and the significant health and safety risks inherent in this industry is a key building block of our success.  |



| <b>2. Changing behaviours</b> |   |                            |   |
|-------------------------------|---|----------------------------|---|
| <b>What</b>                   |   | <b>When</b>                | <b>Why</b>  |
| <b>2.1</b>                    | <b>Campaigns</b>  |                            |   |
| <b>2.1.1</b>                  | <b>Recycle More Comms &amp; Engagement</b>              | Ahead of each phase        | To ensure that residents are aware of the new service, feel excited about the benefits, know what is changing for them and can access support if needed.  |
| 2.1.1a                        | Engagement  | 3 months prior to roll-out | Online information through the SWP website, attendance at community events, roadshows, social media (including video content), local media/council publications, provision of communication toolkits for partners, briefings to elected members, and targeting the Schools Against Waste programme.   |
| 2.1.1b                        | Introductory leaflet                                    | 8 weeks prior to roll-out  | This visually appealing leaflet will be distributed to each household through the Royal Mail to raise awareness of the planned changes and delivery timescales. It will encourage those who are nervous about the change to seek support and encourage sign-up to My Waste Services app for collection day reminders and further information. |
| 2.1.1c                        | Service change information pack                         | 4 weeks prior to roll-out  | This pack will be sent to each household (letter, instructional information and collection day calendar) telling them exactly when their service will be changing (including any collection day changes), why and what they need to do. It will encourage those who are nervous about the change to seek support.                             |
| 2.1.1d                        | Last refuse collection tag & new recycling box stickers | 1 - 2 weeks before rollout | The tag will be issued as a final reminder about the service change and will be distributed with a new 60 litre weighted reusable sack. New stickers will also be applied to householders existing recycling containers to reinforce what can be collected in each container  |
| 2.1.1e                        | Ongoing support   | 2 - 3 months post roll-out | Additional staff will support residents (e.g. those who are struggling, and those whom have not responded to the change). This will include thanking residents for their efforts. This is in addition to the usual resident support SWP provides.   |
| 2.1.1f                        | New livery for SWP fleet                                | April 2020                 | All SWP vehicles (including the new recycling and other vehicles) will be rebranded to reflect the change in service, the focus on social norming in our branding, and our environmental agenda. The main panel on the recycling vehicles will be refreshed every 2 years to align with our wider communications strategy.                    |
| <b>2.1.2</b>                  | <b>Moving away from landfill</b>                        | Spring 2020                | Raising awareness that SWP has moved away from landfill and is instead generating electricity from what cannot be recycled (some of which is used to power the UK's largest plastics processing facility).  |

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|            |   |                   |   |
|------------|---|-------------------|---|
| 2.1.3      | <b>Slim my waste &amp; feed my face</b>         | 2020/21 – 2021/22 | Monitor impact of ‘Slim my waste, feed my face’ campaign and learn lessons to inform future behavioural change campaigns.   |
| 2.1.4      | <b>Beyond the kerb</b>                          | Annual            | Using SWP’s annual publication of its ‘Beyond the kerb’ report showing exactly what happens to all our recycling to further build trust and explain the environmental benefit of kerbside sort. We will continue to improve the transparency of this report.  |
| 2.1.5      | <b>Action on plastics</b>                       | Ongoing           | Ongoing work (including promoting our pledge against preventable plastic, publicising phased roll-out of kerbside collections, HWRC recycling of plastics, promotion of the Refill scheme in Somerset), and working to support partners as they seek to minimise the use of single-use plastic.   |
| 2.1.6      | <b>Targeted seasonal campaigns</b>              | Ongoing           | Campaigns targeted at key peaks in waste (e.g. Christmas – packaging and plastics, Halloween – pumpkins, Easter – plastic packaging, Summer – garden waste and BBQs).   |
| 2.1.7      | <b>Target material campaigns</b>                |                   | The carbon impact of materials not being recycled varies (with food and textiles being the most carbon intensive) and the composition of what is in our bins changes of time. Focussing on carbon-intensive materials in waste (as opposed to waste) is an important part of delivering our vision.   |
| 2.1.7a     | Textiles  | Funding dependent | Explore funding opportunities and alternative delivery models to increase uptake of textile recycling (the most carbon intensive material in our waste).  |
| 2.1.7b     | Small electrical items and batteries            | Funding dependent | Comms and marketing to drive increased take-up of recycling of small electrical items at the kerbside, and to ensure that reuse opportunities are maximised at recycling centres (subject to securing additional funding, potentially from WEEE compliance schemes).  |
| 2.1.7c     | SW:EEP funded activities                        | 2022/23           | The SW:EEP fund aims to undertake 2 campaigns per year focussed on increasing the capture of target materials which provide a return on investment within 6 months.   |
| <b>2.2</b> | <b>Looking beyond domestic waste</b>            |                   |   |
| 2.2.1      | <b>Public sector waste – leading by example</b> |                   | Currently, waste collection contracts are disparately managed across the estate of the five Somerset local authorities – there is no single, co-ordinated system. SWP hopes to demonstrate that, if demand across its public estate is aggregated it becomes commercially viable for a contractor to offer a high-quality (source-segregated) recycling service at a lower price. This market does not exist yet, but using public sector purchasing power could create a market in Somerset. |
| 2.2.1a     | Pre-procurement phase                           | Spring 2020       | Commission support from Eunomia to develop a procurement strategy, including  |



|              |  |                           |   |
|--------------|--|---------------------------|---|
|              |  |                           | modelling the benefits. This will also explore whether other parts of the public sector/VCSE could be part of this approach, and how any contract should be managed. £10k funding from the joint Somerset climate strategy fund has been indicatively allocated towards this. Support from all partner FM teams will be required. |
| 2.2.1b       | Procurement and mobilisation                                     | Summer 2020 – Spring 2021 | Undertake a procurement, subject to the pre-procurement phase demonstrating a viable business case and subject to funding necessary to manage this procurement. Given the scale of change needed in the market to deliver this service, an April 2021 contract start date is considered ambitious.                                |
| <b>2.2.2</b> | <b>Pilot a collaborative procurement for commercial waste</b>    | 2020/21                   | Seek to pilot collaborative procurement for recycling and waste in one or more of Somerset’s market towns – reducing costs for businesses, improving environmental outcomes and aligning with local needs (working jointly with the industry and supply chain workstream).  |
| 2.2.3        | Supporting businesses to make more sustainable choices           | 2020/21                   | Work with business/ partners to identify what support and guidance can be provided to Somerset’s businesses (e.g. food & drink producers, retailers/food outlets), and how best to provide that support (e.g. exploring growth hub/trading standards).  |
| 2.2.4        | Support schools to tackle climate change (with a focus on waste) | April 2020 onwards        | Whilst many schools in Somerset sign up to the Eco-Schools programme, the cost of assessment can be a barrier to schools progressing this. SWP will deliver a one-year pilot project to provide funding to schools to cover assessment costs, with the aim of increasing uptake of Eco-Schools (with a focus on waste).           |
| <b>2.3</b>   | <b>Community engagement</b>                                      |                           |   |
| <b>2.3.1</b> | <b>Attending community events</b>                                | Ongoing                   | Attending parish cluster meetings and meetings of environmentally motivated/interested groups is a key part of ensuring we remain close to our communities, particularly in the run-up to Recycle More.   |
| <b>2.3.2</b> | <b>Social media</b>  | Ongoing                   | Social media (especially Facebook) provides a cost-effective means to communicate with people, and to enable them to communicate with us (especially when we enable on-line missed collection reporting). Developing high quality digital content will become increasingly important.   |
| <b>2.3.3</b> | <b>e-Newsletters</b>   | Ongoing                   | SWP publish a monthly newsletter which is circulated to all parish council clerks and the Sorted e-newsletter for all residents. With the roll-out of My Waste Services and Recycle More we will review and refresh our approach.   |
| <b>2.3.4</b> | <b>Enforcement of service rules and householder support</b>      | Ongoing                   | SWP work closely with contractors and partners to resolve complex issues, investigate complaints, find solutions to problems and clamp down on abuse (including trade waste abuse & side/excess waste). Enforcement remains the last option, but in some  |

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|              |  |             | cases is the only way to resolve issues.  |
| <b>2.3.5</b> | <b>Schools against Waste</b>             | Ongoing     | Utilising SW:EEP funding seek to build on our successful Schools against Waste programme to reach more schools and drive more behaviour change (both within schools and in domestic waste).   |
| <b>2.3.6</b> | <b>Community action groups</b>           | 2022/23     | Working with SUEZ to explore SW:EEP funded arrangements whereby we develop community capacity to reduce waste, increase reuse and recycling.  |
| <b>2.3.7</b> | <b>Food waste at communal properties</b> | 2020 - 2023 | A programme of engagement to encourage increased participation in dry recycling and in taking up food waste recycling (i.e. enabling communal properties to utilise the kerbside food waste service where we can make this viable). |

| <b>3. Building our capability</b> |  |             |  |
|-----------------------------------|--|-------------|--|
| <b>What</b>                       |  | <b>When</b> | <b>Why</b>   |
| <b>3.1</b>                        | <b>Transforming systems and processes</b>    |             |  |
| <b>3.1.1</b>                      | <b>My Waste Services: do it online</b>       | Spring 2020 | Raising awareness of the ability to undertake key transactions online on the SWP and partner websites. Encouraging people to sign up to the My Waste Services app to receive collection day reminders/push notifications.  |
| 3.1.1a                            | Raising awareness of app                     | Ongoing     | As well as undertaking transactions/reporting issues this will remind people of their collection day. This will be a crucial part of making the move to 3 weekly refuse easier for Somerset residents.   |
| 3.1.1b                            | Encouraging web self-service                 | Ongoing     | Getting more residents to sign-up to My Waste Services will improve the customer experience, divert demand away from call centres, and open up a new communication channel with residents. This will include reconfiguring our website to better align with our vision, business plan and online transactions.   |
| 3.1.1c                            | Making best use of in-cab technology         | Ongoing     | In-cab technology (and 360 cameras on all vehicles) will be critical to improving our service reliability and to protecting and supporting our hardworking crews. Whilst this system will be live from day 1 of the new collection contract, we will need to support crews and our staff to make best use of it. |
| 3.1.1d                            | Centralising payments through SWP            | April 2021  | Whilst some payments (bulky waste, HWRC charged services) are undertaken by SWP, most garden waste payments are taken by Districts. By SWP taking payments this will improve the customer experience and enable residents to sign up for a year at any time, and remove the need for garden waste stickers.      |
| 3.1.1e                            | Review CRM platform                          | 2021/22     | The contract with our current system (My Waste Services) expires in 2022 and ahead of that SWP will review our approach and procure a new system.  |
| 3.1.1f                            | Exploring innovative opportunities           | Ongoing     | Once in-cab technology is effectively implemented we will explore innovative opportunities – from Alexa apps through how we can better support the most vulnerable in our communities, to whether we can undertake road condition surveys.   |
| <b>3.1.2</b>                      | <b>Building homes with recycling in mind</b> | Ongoing     | If new homes are not built in a way that makes it easy for people to recycle (and in particular to access our kerbside service) then we lock in sub-optimal environmental performance and cost for future generations.   |
| 3.1.2a                            | Updating developer guidance                  | 2020/21     | In addition to updating our developer guidance, this includes providing District partners with standard content for pre-application guidance/'local lists' and permitted development.  |

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| 3.1.2b       | Embedding revised planning consultation arrangements     | 2020/21         | A standardised approach to SWP being consulted on developments above a certain threshold, and a consistent process for doing so will help ensure that SWP comment on key applications.   |
| 3.1.2c       | Making planning for waste a local statutory requirement  | Ongoing         | Seek District council agreement to including SWP developer guidance as part of their local development plans, and raise awareness of the importance of ensuring homes are built with waste in mind, including through the County Waste and Minerals plan.  |
| 3.1.2d       | Embedding planning for waste in climate emergency agenda | 2020/21         | Work with the 'Built Environment' joint councils climate emergency team to ensure waste is considered alongside other climate change factors in how Somerset tackles the built environment.  |
| <b>3.1.3</b> | <b>Providing operational support to schools</b>          | 2020/21 onwards | Our review of the school's service has identified that schools would benefit from additional operational support to ensure that they recycle effectively, and SWP have agreed with Support Services for Education that this support will be provided by SWP. The costs of this will be covered through charges to schools. The pricing structure enables us to cover the costs of staff and provide schools with 'binrastructure' inside and outside of schools. |
| <b>3.1.4</b> | <b>Embedding behavioural insights into our work</b>      | Ongoing         | Understanding behaviour will be crucial to target interventions, and regular participation and composition analysis is crucial to this. In addition to capturing intelligence through our in-cab technology, SUEZ are required to conduct participation analysis every 2 years and composition analysis will be undertaken alongside this.   |
| <b>3.1.5</b> | <b>Improve data on containers in use</b>                 | Ongoing         | Ensuring we have robust, detailed and up to date data on containers in use (for additional kerbside refuse capacity, communal properties and schools), will enable us to target improvements more effectively.   |
| <b>3.1.6</b> | <b>Improve processes around occupation of new homes</b>  | 2020/21         | Implement process improvements identified in SWAP audit to ensure that notification of new property occupation/home ownership is seamless and that we take advantage of this opportunity to change behaviours  |
| <b>3.2</b>   | <b>Strategy and influence</b>                            |                 |  |
| <b>3.2.1</b> | <b>Develop SWP long term strategy</b>                    | 2020/21         | A long-term framework to 2050 is needed to align with Central Government's Resources and Waste Strategy to set out our ambition, the outcomes we want to achieve, our high-level targets and our over-arching approach. The timing of this will depend upon the timing of further consultations from central government, as these will have a key impact on our own strategy.  |
| <b>3.2.2</b> | <b>Seek to influence national policy</b>                 | Ongoing         | With a number of major government consultations expected from central government, it will be crucial that SWP uses its reputation as a sector leader. Working with partners  |

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|              | <b>decisions</b>  |         | across the region may enable SWP to achieve things that are not possible through working solely at the County level.   |
| <b>3.2.3</b> | <b>Ensure that waste is seen as a resource</b>                  | Ongoing | Viewing waste as a resource and moving to a more circular economy reflect SWP's vision of a more sustainable Somerset. The joint climate emergency strategy provides an opportunity to embed this agenda across the public sector in Somerset.   |
| <b>3.3</b>   | <b>Building partnerships</b>                                    |         |  |
| <b>3.3.1</b> | <b>Working with communities</b>                                 | Ongoing | With limited resources, we need to develop strong partnerships with others in order to ensure that we cost-effectively drive people to change behaviours. Developing strategic partnerships with others, especially third sector organisations working in areas with low recycling performance, is a crucial means to do this. SW:EEP funding will potentially help support behavioural change in communities. |
| <b>3.3.2</b> | <b>Support for alternatives to disposable nappies and wipes</b> | Ongoing | Support for local cloth nappy library groups to encourage more people to take up reusable nappies, and to explore how we can work more effectively with health visitors and other stakeholders (e.g. Wessex Water in relation to disposable wipes).  |
| <b>3.3.3</b> | <b>Support for parish and town councils</b>                     | Ongoing | Explore how we can share our toolkits and guidance (e.g. on composting, food waste, and setting up a plastic pot, tub and tray collection point) for those town and parish councils who want to take more local action on climate change.  |
| <b>3.3.4</b> | <b>Review food and compost champions</b>                        | 2020/21 | With our scarce resources we need to ensure that the activities we undertake are delivering value for money  |
| <b>3.3.5</b> | <b>Exploring prevention opportunities</b>                       | Ongoing | In addition to training all collection staff to be dementia aware, SWP will seek to identify other ways in which we can support the wider agendas of our partner authorities – for example how we can more effectively use the eyes and ears of our staff on the ground to better support vulnerable residents, whether we can undertake road condition surveys using our vehicles.                            |

## SWP Budget 2020 - 21

The following table shows the projected year budget for Somerset Waste Partnership. A draft Annual Budget for the forthcoming year will be brought to the December meeting of the Somerset Waste Board, with the final budget due in February 2020. Income from residents for waste related services is currently mostly retained by the collection authorities and is therefore not shown in this paper (whilst the costs of delivering these services are shown). The most significant portion of this is Garden Waste subscriptions, which will generate income for district councils of £55.50 for each wheeled bin subscription in 2020/21 – a reduction in the charge on the previous year made possible by our new contract, whilst still ensuring that the service is subsidy free.

### Recycle More Implementation

As set out in section 1.1.3 of this Business Plan, the roll-out of the new Recycle More collection service is scheduled to be completed in February 2022. No savings as a result of the new contract will be taken from the Somerset Waste Partnership by any partner until all roll out costs have been fully funded – ensuring that all partners benefit equitably. Savings are expected to be seen from Recycle More in 2022/23 once roll-out costs have been fully funded. The overall savings are anticipated to be over £2m per annum.

All partners have agreed capital borrowing to purchase the vehicles (c£18m), fund depot works and equipment (c£7m), and purchase additional containers. Each district partner is borrowing £5.0m on behalf of the Somerset Waste Partnership at a return of the Public Works Loan Board (PWLB) rate plus 1%. In addition to this direct return to each borrowing partner (paid for through the contract), SUEZ are providing an additional £1.8m per annum collection contract discount reflecting the value to them of not having to borrow capital themselves.

The revenue costs associated with roll-out will be funded from a Recycle More Project Fund. This will cover the costs of recycling advisors (supporting people with the transition), communications and marketing and in-year transition costs (the additional costs of the current service model as opposed to Recycle More, based on forecast tonnage and material values. This also includes an allowance for risk (such as the risk that capital borrowing rates change before funds are actually drawn down). An equalisation reserve will be established after the roll-out period in order to smooth out potential fluctuations in recycle revenue, built up from 20% of forecast annual recycle revenue.

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### 6.2 Full Draft Budget Summary 2020/21

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| Business Plan 2020- 2025   |              |              |              |             |             |             | Business Plan 2020- 2025   |              |              |              |              |              |
|--|--------------|--------------|--------------|-------------|-------------|-------------|--|--------------|--------------|--------------|--------------|--------------|
| Summary Annual Budgets 2020/2021   |              |              |              |             |             |             | Summary Draft Annual Budgets   |              |              |              |              |              |
| Rounded £000s  | Total        | SCC          | MDC          | SDC         | SSDC        | SWaT        | Rounded £000s  | 2020/21      | 2021/22      | 2022/23      | 2023/24      | 2024/25      |
| <b>Expenditure</b>   |              |              |              |             |             |             | <b>Expenditure</b>   |              |              |              |              |              |
| Salaries & On-Costs  | 1086         | 494          | 125          | 125         | 176         | 165         | Salaries & On-Costs  | 1086         | 1097         | 1108         | 1119         | 1130         |
| Other Head Office Costs  | 255          | 116          | 28           | 30          | 42          | 39          | Other Head Office Costs  | 255          | 255          | 255          | 255          | 255          |
| Support Services   | 126          | 55           | 14           | 15          | 22          | 20          | Support Services   | 126          | 126          | 126          | 126          | 126          |
| Disposal - Landfill  | 12448        | 12448        |              |             |             |             | Disposal - Landfill  | 12448        | 12696        | 13280        | 13890        | 14528        |
| Disposal - HWRCs   | 10158        | 10158        |              |             |             |             | Disposal - HWRCs   | 10158        | 10240        | 10639        | 11054        | 11485        |
| Disposal - Food waste  | 1656         | 1656         |              |             |             |             | Disposal - Food waste  | 1656         | 1613         | 1698         | 1786         | 1880         |
| Disposal - Hazardous waste   | 214          | 214          |              |             |             |             | Disposal - Hazardous waste   | 214          | 253          | 268          | 285          | 302          |
| Composting   | 1863         | 1863         |              |             |             |             | Composting   | 1863         | 2151         | 2321         | 2504         | 2702         |
| Kerbside Recycling   | 9829         |              | 2022         | 2023        | 3007        | 2777        | Kerbside Recycling   | 9829         | 10207        | 10599        | 11007        | 11430        |
| Green Waste Collections  | 2905         |              | 556          | 651         | 871         | 827         | Green Waste Collections  | 2905         | 3016         | 3127         | 3247         | 3371         |
| Household Refuse   | 6618         |              | 1363         | 1360        | 2015        | 1881        | Household Refuse   | 6618         | 6872         | 7136         | 7410         | 7694         |
| Clinical Waste   | 129          |              | 26           | 28          | 39          | 36          | Clinical Waste   | 129          | 134          | 139          | 144          | 150          |
| Bulky Waste Collection   | 91           |              | 20           | 15          | 28          | 28          | Bulky Waste Collection   | 91           | 94           | 98           | 101          | 105          |
| Container Maintenance & Delivery   | 246          |              | 49           | 53          | 78          | 65          | Container Maintenance & Delivery   | 246          | 255          | 265          | 275          | 286          |
| Container Supply   | 483          |              | 93           | 123         | 154         | 114         | Container Supply   | 483          | 502          | 521          | 541          | 562          |
| Pension Costs  | 69           |              | 2            | 2           | 63          | 2           | Pension Costs  | 69           | 69           | 69           | 69           | 69           |
| Depot Costs  | 209          |              | 42           | 45          | 63          | 59          | Depot Costs  | 209          | 209          | 209          | 209          | 209          |
| Village Halls  | 5            |              | 5            |             |             |             | Village Halls  | 5            | 5            | 5            | 5            | 5            |
| Transfer Station Avoided Costs   | 341          | 341          |              |             |             |             | Transfer Station Avoided Costs   | 341          | 351          | 361          | 372          | 383          |
| Recycling Credits  | 2645         | 2645         |              |             |             |             | Recycling Credits  | 2645         | 2724         | 2806         | 2890         | 2977         |
| Capital Financing Costs  | 231          |              | 52           | 41          | 78          | 60          | Capital Financing Costs  | 231          | 231          | 231          | 231          | 231          |
| <b>Total Direct Expenditure</b>  | <b>51606</b> | <b>29989</b> | <b>4393</b>  | <b>4516</b> | <b>6633</b> | <b>6075</b> | <b>Total Direct Expenditure</b>  | <b>51606</b> | <b>53100</b> | <b>55261</b> | <b>57521</b> | <b>59880</b> |
| <b>Income</b>  |              |              |              |             |             |             | <b>Income</b>  |              |              |              |              |              |
| Sort It Plus Discounts   | -80          |              | -16          | -17         | -24         | -23         | Sort It Plus Discounts   | -80          | -80          | -80          | -80          | -80          |
| Transfer Station Avoided Costs   | -341         |              | -69          | -73         | -102        | -96         | Transfer Station Avoided Costs   | -341         | -351         | -361         | -372         | -383         |
| Garden & Bulky Income  | -674         |              | -603         | -15         | -28         | -28         | Garden & Bulky Income  | -674         | -677         | -681         | -685         | -688         |
| Recycling Credits  | -2615        |              | -552         | -523        | -806        | -734        | Recycling Credits  | -2615        | -2693        | -2774        | -2857        | -2943        |
| <b>Total Income</b>  | <b>-3709</b> | <b>0</b>     | <b>-1240</b> | <b>-628</b> | <b>-960</b> | <b>-881</b> | <b>Total Income</b>  | <b>-3709</b> | <b>-3801</b> | <b>-3896</b> | <b>-3994</b> | <b>-4095</b> |
| <b>Total Net Expenditure</b>   | <b>47897</b> | <b>29989</b> | <b>3153</b>  | <b>3888</b> | <b>5673</b> | <b>5194</b> | <b>Total Net Expenditure</b>   | <b>47897</b> | <b>49299</b> | <b>51365</b> | <b>53527</b> | <b>55786</b> |
| <b>Assumptions</b>   |              |              |              |             |             |             | <b>Assumptions</b>   |              |              |              |              |              |
| This is a continuation budget and does not include the impact of recycle more or a new contractor      |              |              |              |             |             |             | This is a continuation budget and does not include the impact of recycle more or a new contractor      |              |              |              |              |              |
| 1% annual pay award for all years  |              |              |              |             |             |             | 1% annual pay award for all years  |              |              |              |              |              |
| 1% housing growth for all years  |              |              |              |             |             |             | 1% housing growth for all years  |              |              |              |              |              |
| Collection contract inflation 3% in all years  |              |              |              |             |             |             | Collection contract inflation 3% in all years  |              |              |              |              |              |
| Disposal contract inflation between 2.5% & 4.25% (for different contract areas), annually in all years |              |              |              |             |             |             | Disposal contract inflation between 2.5% & 4.25% (for different contract areas), annually in all years |              |              |              |              |              |
| Tonnage growth 1.5% annually for all years   |              |              |              |             |             |             | Tonnage growth 1.5% annually for all years   |              |              |              |              |              |

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## Somerset Waste Board meeting

20 December 2019

Report for decision

### Financial Performance Update 2019/2020 and Draft Budget 2020/2021

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

Author: Sarah Rose, Finance Officer

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|  |  |
|--|--|
| <p><b>Forward Plan Reference:</b></p>      | <p>SWB/19/04/05</p>  |
| <p><b>Summary:</b></p>                     | <p>The report sets out the financial performance against the approved Annual Budget for the first 7 months of the current financial year from April to the end of October.</p> <p>The report is also an update of the Draft Budget from September's meeting that will ultimately lead to the Annual Budget for 2020/2021.</p>  |
| <p><b>Recommendations:</b></p>             | <p><b>That the Somerset Waste Board notes the summary financial performance for 2019/2020 to date as contained in this report, and how this will impact on the budgetary requirements for 2020/2021.</b></p> <p><b>That the Somerset Waste Board approves a Draft Budget of £47,895,200 for 2020/2021 for partner consultation, as set out in section 3.0 below, taking into account the potential savings requests from the County Council as set out in paragraph 3.2.</b></p>   |
| <p><b>Reasons for recommendations:</b></p> | <p>Any in-year underspends attributable to partners against the Annual Budget are traditionally made available for return or for reinvestment. Conversely, failure to stay within the Annual Budget for the Somerset Waste Partnership will directly impact on the partner authorities, who would be required to make good any shortfall at year end. However, during Recycle More roll out any variations to budget relating to the project will remain within the partnership until the project has been completed.</p> <p>When considering the draft Annual Budget for 2020/2021, current trends in demographic growth, service uptake and waste tonnages</p> |

|   |  |
|---|--|
|   | <p>arising in 2019/2020 will be a key contributory factor in shaping the forward budget.</p>   |
| <p><b>Links to Priorities and Impact on Annual Business Plan:</b></p> | <p>The Annual Budget is 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 will show how the Partnership is managing its resources as it delivers the Annual Business Plan.</p>  |
| <p><b>Financial, Legal and HR Implications:</b></p>                   | <p>Any in-year underspends attributable to partners against the Annual Budget are traditionally made available for return or for reinvestment. Conversely, failure to stay within the Annual Budget for the Somerset Waste Partnership will directly impact on the partner authorities, who would be required to make good any shortfall at year end.</p> <p>When considering the draft Annual Budget for 2020/2021, current trends in demographic growth, service uptake and waste tonnages arising in 2019/2020 are a key contributory factor in shaping the forward budget.</p> <p>The Annual Budget, once finally approved, will become the new measure for our financial performance for 2020/2021. We will continue to share the costs amongst partners in the same way as previously as set out in our Cost Sharing Agreement. As previously agreed, during the roll out period, no Recycle More savings will be taken by partners until the project roll out has been fully funded.</p> <p>There are no specific legal or HR implications.</p> |
| <p><b>Equalities Implications:</b></p>                                | <p>None.</p>   |
| <p><b>Risk Assessment:</b></p>  | <p>Members will be aware from previous reports that the waste budget and actual costs, particularly disposal volumes, remain highly volatile.</p>  |

## 1. Background

- 1.1** The Annual Budget for 2019/2020 was originally set at the Board meeting of 15 February 2019 at £46,243,485. The budget now stands at £46,031,055. This is as a result of the agreed movement of the vehicle lease monies at the Board meeting on 28 June 2019 of £262,430 to the Recycle More project fund and the additional SCC carry forward of £50,000 for Slim my Waste Feed my Face. Partners contribute to the overall costs in accordance with our Cost Sharing Agreement. Individual contributions are based on key cost drivers such as household numbers, sparsity and garden waste customer numbers. As the waste disposal authority, all such costs fall to the County Council.
- 1.2** The Annual Budget is predominantly spent on making payments to our main contractors.

## 2. Current Financial Position

### 2.1 Summary of budget variances

|                               | SCC<br>£'000   | MDC<br>£'000 | SDC<br>£'000 | SSDC<br>£'000 | SWaT<br>£'000 |
|-------------------------------|----------------|--------------|--------------|---------------|---------------|
| Head Office                   | (32)           | (8)          | (8)          | (11)          | (11)          |
| Disposal Costs                | (1,111)        | 0            | 0            | 0             | 0             |
| Collection - Recycling        | 0              | (0)          | (0)          | (0)           | (0)           |
| Collection - Refuse           | 0              | (0)          | 0            | (0)           | (0)           |
| Collection - Garden           | 0              | (23)         | (36)         | 33            | (59)          |
| Collection Costs              | 0              | (2)          | (2)          | (3)           | (2)           |
| Recycling Credits             | (89)           | 18           | 19           | 26            | 26            |
| Container Purchase & Delivery | 0              | (3)          | 17           | (0)           | (15)          |
| Other                         | (11)           | (1)          | (1)          | (11)          | (1)           |
|                               | <b>(1,244)</b> | <b>(19)</b>  | <b>(10)</b>  | <b>33</b>     | <b>(62)</b>   |

The table above shows the variations from budget on all our major expenditure areas. **For the avoidance of doubt in the table above, negative figures shown in brackets are underspent budgets. 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).

Overall, the end of October position shows that the Somerset Waste Partnership budget is forecast to be **underspent by £1,302,000** (2.8% of the current budget). This is an improvement on to the previous position reported to the September Board, which were July figures and showed an underspend of £804,000. This does not include the Recycle More project work, which is funded from a separate project fund.

## **2.2 Waste Collection**

The collection position is £58,000 underspent, which is an improvement of £83,000 from the £25,000 overspend reported at the September Board.

The main reason for this movement has been a reduction in the number of customers subscribing to the garden waste service (measured annually as at the end of September for contract payments). This amounts to an £85,000 saving on the budgeted costs of this service.

Members are reminded that this means there will be a reciprocal reduction in the income collected by district partners for this service.

Garden waste figures have a significant impact on individual partners over and underspends. Other main factors are recycling credits and containers.

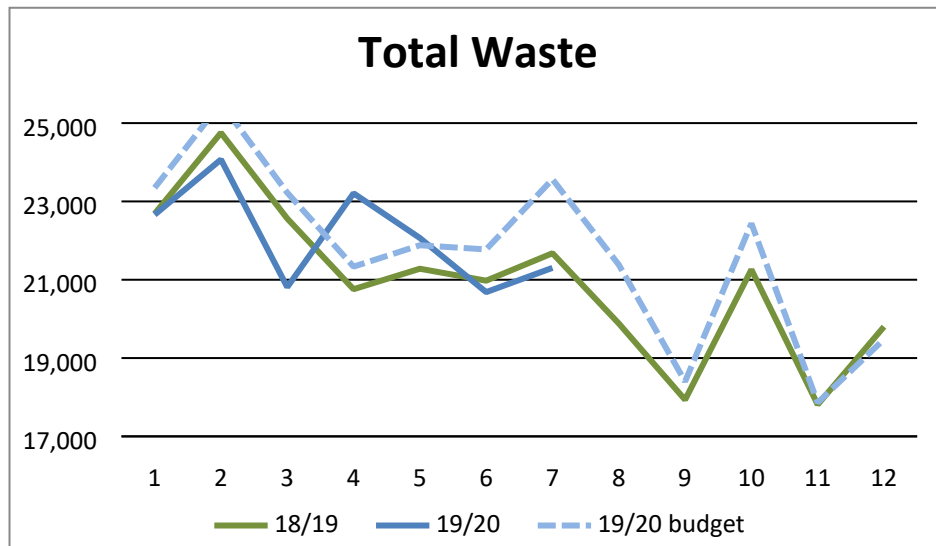
- 2.3** The Recycle More project fund stands at £1,101,040 following the transfers approved at the June board. To date a total of £72,071 of this has been spent. It is expected that this will be fully spent this financial year.

## **2.4 Waste Disposal**

The waste disposal figure as at the end of October showed an underspend of £1,244,000 which is an improvement on the figures reported at the September Board of an underspend of £791,000.

Total tonnages to date are 3.5% less than budgeted. Forecasts have now been reprofiled to assume these trends continue for the remainder of the financial year. There have been significant waste reductions for residual waste at both the kerbside and recycling sites. This is the most expensive waste stream so any reduction or diversion results in the largest savings.

It should be noted that tonnages can be volatile and generate significant cost movements.



## 2.5 2019/20 SCC savings update

The following SCC savings are built in to the 2019/20 budget;

- £200k Waste HWRC contract extension.
- £225k Non customer facing savings including volumes and a number of other small savings.

These savings have either been made or are on target to be achieved by the end of the financial year.

## 3.0 Draft Budget 2020/2021

### 3.1 Draft Budget 2020/2021 – Collection

The table below shows the indicative budget requirements for 2020/2021. The inflation and growth assumptions are as listed. During 2020/21 there will be roll out costs for Recycle More which will be funded through the Recycle More project fund, these will be managed outside of the 'core' Somerset Waste Partnership budget.

No tonnage growth has been assumed on recycling credits, this remains based on current performance. The increased income for collection partners relates to the agreed 3% annual payment uplift on recycling credits from the County Council.

Household growth is based on the latest estimates provided by the district partners. These will be amended for final budget to be taken to the February board when actual figures are known. Members are reminded that each

collection partner will be charged according to their individual district housing growth. The current estimates are:-

|                           |       |
|---------------------------|-------|
| Mendip                    | 0.80% |
| Sedgemoor                 | 1.20% |
| South Somerset            | 1.00% |
| Somerset West and Taunton | 0.50% |

The estimates in the table below also reflect the latest information regarding garden waste customers, bulky collections, containers and other contract cost changes.

There is a new budget line for income collected on behalf of Sedgemoor for their garden and bulky waste charges. This new income line amounts to £697,240.

The only figures that are subject to change for the final budget are housing growth (upon receipt of final numbers) and bulky waste and containers (as more up to date information becomes available)

|                              |               | <b>MDC</b>     | <b>SDC</b>       | <b>SSDC</b>    | <b>SWaT</b>    |
|------------------------------|---------------|----------------|------------------|----------------|----------------|
| 19/20 Final Budget           |               | 3,647,950      | 3,766,020        | 5,459,003      | 5,119,011      |
| Inflation - Collection       | <b>2.82%</b>  | 113,178        | 115,751          | 167,179        | 158,152        |
| Household Growth             | <b>0.85%</b>  | 27,479         | 42,420           | 47,889         | 25,152         |
| Garden Waste                 | <b>-0.45%</b> | (16,577)       | (27,905)         | 44,687         | (49,675)       |
| Recycling Credits            |               | (17,337)       | (13,432)         | (24,979)       | (20,332)       |
| Salaries                     | <b>2.75%</b>  | 5,432          | 5,736            | 8,059          | 7,594          |
| Pension Deficit              |               | 0              | 0                | 0              | 0              |
| Transfer Station Offset      |               | (2,008)        | (2,130)          | (2,983)        | (2,800)        |
| Bulkies / Containers         |               | (2,919)        | 16,258           | 1,515          | (14,854)       |
| Depot Rent Reviews           |               | 4,737          | 5,023            | 7,036          | 6,604          |
| Garden & Bulky Income        |               | 0              | (697,240)        | 0              | 0              |
| Proposed Savings             |               | 0              | 0                | 0              | 0              |
| 20/21 Budget                 |               | 3,759,937      | 3,210,501        | 5,707,407      | 5,228,852      |
| <b>Increase / (Decrease)</b> |               | <b>111,987</b> | <b>(555,519)</b> | <b>248,403</b> | <b>109,841</b> |
| <b>Percentage</b>            |               | <b>3.1%</b>    | <b>-14.8%</b>    | <b>4.6%</b>    | <b>2.1%</b>    |

### 3.2 Draft Budget 2020/ 2021 - Disposal

As with every Draft Budget reported in December, the disposal budget is less fixed.

Inflation indices are not finalised until February's figures are published, and will be estimated to provide a final Annual Budget as usual. The latest tonnage trends available have been used to set this budget.

However, most recent forecasts are:-

- Landfill Tax rates from 1 April 2020 have been confirmed by the Treasury as **£94.15 per tonne**. This is an increase from £91.35 of 3.07% on the 2019/2020 rate. This has less of an impact as we are moving away from landfill.
- Contract inflation for disposal is based on a number of indices within the various disposal contracts. These are highly volatile, particularly the civil engineering ("Baxter") index, which is an industry standard and includes a significant fuel element. Indices for disposal run from February 2019 to February 2020 and are not published until March.
- Volume growth is based on projected household growth. The current assessment is 1.0% growth.
- The total additional budget required for the above pressures is £351,400 (landfill, inflation and volumes).
- There is an additional pressure for Avonmouth of £1,746,700. This is the reversal of the savings (pre-contract payments) which were taken early by SCC (reflecting the particularly acute budget pressures on SCC in recent years). Energy for Waste remains cheaper and more environmentally friendly than landfill.
- In addition, the County Council is requesting savings from the Somerset Waste Board of £361,100
  - £200,000 – Year 2 of the core services contract extension (previously agreed by the board in November 2018)
  - £20,000 - Fly-tipping compensatory scheme removal (ceasation of scheme agreed by the board in September)
  - £36,000 - Minimisation Cap (linked to core contract extension)
  - £105,100 – Slim my Waste, Feed my Face food campaign
- The standstill cost for the disposal budget is therefore £1,737,000, an increase of 6.17% on the original 2019/2020 budget.

### 3.3 Recycle More

The above budget is for the roll out period of Recycle More during 2020/21. The roll out will be funded from the Recycle More Project Fund and where appropriate capital monies.

No savings as a result of the new contract will be taken from the Somerset Waste Partnership until all roll out costs have been fully funded. Roll out is due to complete in February 2022. Savings will start to be seen in 2022/23 once roll out has been fully funded. The overall savings are anticipated to be over £2 million.

#### **4. Consultations undertaken**

The Senior Management Group receives a summary financial management report on a regular basis, and regularly covers financial topics on their agenda.

#### **5. Implications**

- 5.1** Potential over and underspends as in section 2 above, if trends continue, would result in these figures at outturn for the individual partners.
- 5.2** Financial figures as set out in the draft budget in section 3 above will be incorporated in the setting of the Annual Budget for 2020/2021. Any movement at this stage, particular for collection partners, would be relatively marginal.

#### **6. Background papers**

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



## Somerset Waste Board

20 December 2019

Report for decision

### Inter-Authority Agreement Revisions

Lead Officer: Mickey Green, Managing Director

Author: Mickey Green, Managing Director

Contact Details: 01823 625707

|  |   |
|--|---|
| <b>Forward Plan Reference:</b>                                 | SWB/19/07/04  |
| <b>Summary:</b>  | This report sets out proposed revisions to the Waste Partnership's Inter-Authority Agreement necessary to align it with the new collection contract and the approach to the roll-out of Recycle More, as agreed in principle by the Board in September 2019.  |
| <b>Recommendations:</b>  | <b>It is recommended that the Board agree the draft amended Inter-Authority Agreement (IAA) for partner consultation</b>  |
| <b>Reasons for recommendations:</b>                            | There are a number of changes resulting from the new collection contract that require minor amendment to the IAA. Rolling out Recycle More requires considerable up-front costs, and the Somerset Waste Board (SWB) agreed the principles of how this should be managed in September – this paper reflects these principles in a revised draft inter-authority agreement. Only those changes that are necessary to reflect the new collection contract and roll-out of Recycle More have been made. |
| <b>Links to Priorities and Impact on Annual Business Plan:</b> | These changes are necessary to deliver action 1.1. in the Business Plan 2019-24 (transition to a new collection contractor and service model).  |
| <b>Financial, Legal and HR Implications:</b>                   | <b>Financial implications:</b> The proposed changes to the IAA ensure that partners are not penalised or rewarded for when Recycle More rolls out in there area, and that no savings are taken out until the roll-out has been fully funded.  |

|                                 |   |
|---------------------------------|---|
|                                 | <p><b>Legal:</b> SWP commissioned legal advice from the administering authority's legal services team to ensure that changes to the IAA are commissioned by SWP (and hence in the interests of all partners).</p> <p><b>HR:</b> The IAA reflects changes in the way costs are managed in relation to the small number of contractor staff who are members of the Local Government Pensions scheme – in line with the approach endorsed by SWB in September 2019.</p>  |
| <b>Equalities Implications:</b> | No equalities impacts have been identified.   |
| <b>Risk Assessment:</b>         | Failure to have an IAA in place ahead of the 2020/21 financial year will mean that costs are not shared fairly and equitably or in line with the principles agreed by the Board. There is a technical risk that through the consultation process partners could seek additional changes to the IAA that are not in the interests of the partnership overall, but this is considered unlikely as it would be contrary to the core principle that the Board cannot make a decision that has an adverse financial implication on any partner without that partner's agreement. |

## 1. Background

- 1.1.** The overall savings from Recycle More are anticipated to be over £2 million per annum once it is fully rolled out. The Board have previously agreed that the roll out will be funded from the Recycle More Project Fund (and where appropriate from capital), and that no savings as a result of the new collection contract will be taken until all roll out costs have been fully funded. Roll out is due to complete in February 2022. Savings will start to be seen in 2022/23 once roll out has been fully funded.
- 1.2.** The following principles were agreed by SWB in September 2019, following agreement to these principles by the Strategic Management Group (SMG) and all partner Section 151 Officers All revenue costs will be funded from the Recycle More Project Fund. These principles have informed the revisions required to the IAA (Appendix 1):
- District collection partners should not be penalised or rewarded for when they roll out within the programme. No savings will be taken from the Somerset Waste Partnership until roll out has been fully funded.
  - As a significant proportion of Recycle More savings will be from disposal costs, the disposal partner Somerset County Council (SCC) will also contribute its savings from Recycle More until the break-even point has

been reached (2022/23). Should there be extraordinary circumstances beyond what we have forecast that have a significant impact on disposal costs or savings, then we would need to take a view at the time on how any additional savings or costs should be fairly apportioned.

- Somerset Waste Partnership hold the Recycle More Project Fund and any deficits will be funded through contract savings before they then become attributable to partners.
- Once breakeven point is reached, contract savings will be shared on the basis currently stated in the IAA.

The IAA has also been changed to reflect the fact that under our new collection contract, SUEZ will not be liable for the costs of secondary contributions for the small number of employees who are eligible for the Local Government Pension Scheme. As has been agreed by SMG and all partner s151 officers, passing this liability on would simply result in risk pricing from SUEZ, meaning that we would in effect pay more to achieve the same aim. These costs will be shared by District Council partners in accordance with household numbers. It should be noted that there will be no deficit on day 1 of the contract and future payments will be made in accordance with future actuarial assessments.

**1.3.** As the Board are aware, SWP and SUEZ will share recycling revenue risk. Recyclate revenue can fluctuate according to the tonnages of each materials collected and due to market prices. Once roll-out of Recycle More has been completed all partner section 151 Officers (endorsed by SMG) agreed that an equalisation reserve should be put in place in order to smooth out the risk of fluctuations in the level of recyclate income received by District Council partners. The following principles were agreed by the Board in September:

- The equalisation reserve should only be commenced after roll-out is complete but similar prudent forecasts should be used during the roll-out period (without building up a reserve)
- The fund should be built up from 20% of SWP's recyclate revenue as this value was considered prudent.
- The level of the reserve will be reviewed annually as part of the budget setting process.
- District Partners will pay Somerset Waste Partnership the gross monthly costs and will then receive a quarterly payment in arrears for their share of recyclate income.

**1.4.** All partners have agreed capital borrowing to purchase the vehicles, fund depot works and equipment, and purchase the new containers. Each district partner is borrowing £5.0m on behalf of the Somerset Waste Partnership at a return of PWLB plus 1%. and Section 151 officers have agreed the borrowing principles and schedule and to capitalise the new container costs within this. Loan agreements have been set up between SCC and the District Partners for this, and a number of minor amendments to the IAA are necessary to ensure consistency between the IAA and these loan agreements.

## **2. Changes to the IAA**

**2.1.** A draft amended IAA is appended to this paper (Appendix 1). To aid board members in identifying the changes to the IAA, the following bullet points highlight what has changed in relation to the new contract and why:

- Definitions in schedule 3 paragraph 1.2 have been changed to make reference to the funding agreements being put in place between the administering authority and other partner authorities in relation to borrowing to fund new assets required by the new collection contractor (also updated in paragraph 20 of schedule 5).
- Paragraph 3.3.1 of section 3 has been amended to ensure that should there ever be a change in administering authority that everything transfers correctly.
- Paragraph 1.2 of schedule 5 has had additional content added in to embed the key principles related to recycle more roll-out funding into the IAA, namely that:
  - No partner authority should be penalised or rewarded for when they roll out
  - No partner authority can take savings until all the roll-out costs have been covered
  - Once we get to breakeven then normal IAA cost sharing rules apply
- Paragraph 1.5A of schedule 5 reflects the approach agreed to managing the risk of fluctuation in recycle revenue.
- Clarifies how LGPS pension costs will be shared going forward (paragraph 4 of schedule 5).
- Clause 13.3 reflects the fact that SWP receives income on behalf of partners (e.g. bulky waste) and therefore arrangements for transferring that income back to partners need to be clearer.
- Section 16 reflects changes to the requirements for how SWP is audited, as previously agreed by the board.
- Removing reference, such as in paragraph 13.8 to the Landfill Allowances Trading Scheme (LATS) which is long defunct.
- Updating Schedule 4 (form of annual budget) to align it with our new collection and disposal contracts e.g. inserting references to energy from waste reflecting this new disposal route for SWP's waste.

**2.2.** It is proposed that partner authorities will be consulted upon changes to the IAA as part of the usual budget/business plan consultation process. A further report will then be brought to the Board in February 2020 reflecting the outcome of that consultation process and seeking the Board's final approval to the revised IAA. It is proposed to consult with monitoring officers collectively as part of this process, as has been the case when previous changes to the IAA have been made.

**2.3.** The Business Plan reflects our intention to undertake a wider review of the IAA in 2020/21, as this may be necessary following national legislative change and how

this informs SWP's long term strategy. This will also enable us to reflect the findings of the GDPR Internal Audit review that SWP requested and is currently being undertaken.

**Attachments: Draft revised IAA (Appendix 1)**

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DATED \_\_\_\_\_

SOMERSET COUNTY COUNCIL  
and  
MENDIP DISTRICT COUNCIL  
and  
SEDGEMOOR DISTRICT COUNCIL  
and  
SOUTH SOMERSET DISTRICT COUNCIL  
and  
SOMERSET WEST AND TAUNTON COUNCIL

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INTER AUTHORITY AGREEMENT  
relating to the Somerset Waste Board

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## INTER-AUTHORITY AGREEMENT

DATE 30<sup>TH</sup> 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 or disposal 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 or any contracts subsequently entered into by the Administering Authority replacing such contracts;

**"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;

**"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 or a suitably qualified Deputy; 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 Value for Money 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 Subject to clause 13.3A 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.
- 13.3A Where income is payable from the Administering Authority to a Partner Authority in accordance with **Schedule 5** the Administering Authority will pay such income in the proportion and at the frequencies set out in **Schedule 5**.
- 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 NOT USED
- 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 best accounting practice and with the CIPFA Code of Practice and with the requirements of relevant central government departments, H.M. Revenue and Customs and all other applicable requirements.
- 16.2 NOT USED
- 16.3 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, willful 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.
- 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 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**

27.1 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**

28.1 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**

30.1 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 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**

33.1 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

##### **Sedgemoor District Council**

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

01278 446412

##### **Somerset West and Taunton Council**

The Deane House, Belvedere Road,  
Taunton, Somerset TA1 1HE

01823 356329

#### **Partner Authority**

##### **Mendip District Council**

Cannards Grave Road, Shepton Mallet,  
Somerset BA4 5BT

01749 344050

##### **South Somerset District Council**

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

01935 462188

#### **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: )

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 and any other contracts or agreements (including, but not limited to, loan agreements) entered into by the Administering Authority exclusively ;

##### **"Board Assets"**

means any assets purchased by the Outgoing Administering Authority using (a) the funds of the Board (including any assets transferred at the Commencement Date); or (b) any funds loaned to the Outgoing Administering Authority for the purpose of the fulfilment of its functions under this Agreement;

##### **"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 Administering 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 and the Replacement Administering Authority hereby agrees to take all steps necessary to enter into or accept such assignments or novations.

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**

3.5.1 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 **Existing 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:

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 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,
- (e) 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 2018/2019 onwards (headings as applicable)

#### Expenditure

|                                     |
|-------------------------------------|
| <b>Single Client Group</b>          |
| Salaries & on-costs                 |
| Salaries pension deficit            |
| MDC customer services impact        |
| WSC Business Case                   |
| Travel & Subsistence                |
| Admin, training, meetings & IT      |
| Advertising & campaigns             |
| Office rent & accommodation         |
| <b>Support Services</b>             |
| Legal                               |
| Insurance                           |
| Finance                             |
| Internal Audit                      |
| Human Resources                     |
| ICT                                 |
| Democratic Services                 |
| <b>Direct Services</b>              |
| <b>Waste Treatment and Disposal</b> |
| Treatment – Energy from Waste       |
| Treatment – Food                    |
| Treatment – Composting              |
| Disposal – Landfill                 |
| Disposal – HWRC Bulky               |
| <b>Kerbside Recycling</b>           |
| Sort it+ Recycle More all districts |
| <b>Communal Recycling</b>           |
| <b>Garden</b>                       |
| Garden sticker admin                |
| <b>Household Refuse</b>             |
| Sort It + and Recycle More          |
| <b>Refuse - Communal</b>            |
| <b>Assisted Collections</b>         |
| <b>Assisted Collection Review</b>   |
| <b>Clinical Waste</b>               |
| <b>Bulky Waste Collections</b>      |

|   |
|---|
| <b>SWB Directed Collections</b>                                 |
| <b>Day Works</b>  |
| <b>Container Maintenance</b>                                    |
| <b>Container Delivery</b>                                       |
| <b>Container Supply</b>   |
| <b>Depot Costs</b>  |
|   |
| <b>Admitted Body Pension Costs</b>                              |
| LGPS-related costs incurred under the Waste Collection Contract |
|   |
| <b>Subsidised Services</b>                                      |
| Additional Subsidised Services                                  |

|   |
|---|
| <b>Inter Authority Transfers</b>                |
| <b>Transfer Station Avoided Cost</b>            |
| <b>Payment in lieu of Recycling Credits</b>     |
| <b>Third party Recycling Credits</b>            |
| <b>Advance Payment Saving</b>                   |
| <b>Lease Repayments - Sort It Plus Vehicles</b> |
| <b>Lease old Refuse Fleet - Discount</b>        |

**Total direct expenditure**

**Income**

|                               |
|-------------------------------|
|                               |
|                               |
| Garden and Bulky Waste Income |
| Avoided Wiliton Transfer      |
| District 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 agreed at £59.29 per tonne in 2018/19 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 20<sup>th</sup> 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 for 2019/2020, as agreed at the Somerset Waste Board September 2018 are:

|                                 |        |
|---------------------------------|--------|
| Mendip                          | 99.22% |
| Sedgemoor                       | 93.34% |
| South Somerset                  | 99.22% |
| Somerset West and Taunton Deane | 97.42% |

**“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 Somerset, 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 subsidizing another.
- 1.2A Where the Administering Authority undertakes any programme of improvement (**Programme**) to waste management services on behalf of the Board:
  - 1.2A.1 no Partner Authority should be financially advantaged or disadvantaged in relation to the other Partner Authorities by the manner of implementation of the improvements;
  - 1.2A.2 no savings delivered by the Programme should be apportioned to any Partner Authority until the full investment costs of the Programme (across the whole of the County) have been offset by the savings delivered by it;
  - 1.2A.3 once the costs of the Programme have been paid in full any savings made through the Programme will be apportioned on the basis of the principles set out in this schedule;
- 1.2B Where savings result from factors other than the Programme of Improvement then such savings will be shared in accordance with the principles set out in this Schedule.
- 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.
- 1.5 Subject to paragraph 1.2A above all surpluses and deficits at the end of each Financial Year

**Comment [TW1]:** this principle would cover additional subsidised services offered by individual authorities – see table below

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.

- 1.5A Subject to paragraph 1.2A, where the Board receives income from the onward sale of recyclate under the Waste Collection Contract 20% of such income will be retained by the Administering Authority as a reserve ("**Recycling Equalisation Reserve**") to be used as required to balance out fluctuations in recyclate revenue. The adequacy of the funds in the Recycling Equalisation Reserve will be reviewed annually as part of the budget setting process.
- 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 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 in relation to any landfill allowance schemes 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 Subject to paragraph 1.2A above 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, such as making payments to the collection contractor in advance of the due dates in exchange for price discounts, are to be included within the Annual Budget. 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** in accordance with the Somerset Waste Board decision on the Advanced Payment Mechanism January 2008.
- 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 Waste Collection Authority shall be as follows, as agreed by the Somerset Waste Board in September 2018:

|                                 |        |
|---------------------------------|--------|
| Mendip District Council         | 10.95% |
| Sedgemoor District Council      | 11.63% |
| South Somerset District Council | 16.33% |
| Somerset West and Taunton Deane | 15.33% |

## 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 = Cost 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.

## 4. WASTE COLLECTION AUTHORITIES WEIGHTED FORMULA

The division of costs is between the Waste Collection Authorities (including all LGPS pensions costs incurred by the Collection Contractor and reimbursed to the Collection Contractor by the Administering Authority under the Recycle More Collection Contract), 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 (NO LONGER USED – FINANCIAL PRINCIPLES FOR RECYCLE MORE ROLL-OUT WERE AGREED BY THE SOMERSET WASTE BOARD IN DECEMBER 2015).**
6. **WASTE COLLECTION AUTHORITIES SERVICE LEVEL BASED UN-WEIGHTED FORMULA (NO LONGER USED – FINANCIAL PRINCIPLES FOR RECYCLE MORE ROLL-OUT WERE AGREED BY THE SOMERSET WASTE BOARD IN DECEMBER 2015).**
7. **STRATEGIC BRING SITES FORMULA (NO LONGER USED – THE BRING BANKS SERVICE WAS REMOVED FROM THE SOMERSET WASTE PARTNERSHIP BUDGET AS AGREED BY THE SOMERSET WASTE BOARD IN OCTOBER 2008)**
8. **NEIGHBOURHOOD BRING SITES FORMULA (NO LONGER USED – THE BRING BANKS**

**SERVICE WAS REMOVED FROM THE SOMERSET WASTE PARTNERSHIP BUDGET AS AGREED BY THE SOMERSET WASTE BOARD IN OCTOBER 2008)**

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:

$$\text{Waste Collection Authority share} = \text{Cost} \times (\text{CA} \div \text{CC})$$

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:

$$\text{Waste Collection Authority share} = \text{Cost} \times (\text{CRA} \div \text{CRC})$$

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 Waste Collection Authorities in lieu of recycling credits.

The formulae are:

$$\text{Waste Disposal Authority contribution} = \text{WC} \times \text{CADC}$$

Where:

WC - tonnes of dry recyclable waste collected and recycled as a result of Waste Collection Authority functions in the County (excluding any third party generated tonnage); and

CADC - current rate of Payment in Lieu of Recycling Credits

$$\text{Individual Waste Collection Authority income} = \text{DRWA} \times \text{CADC}$$

Where:

DRWA – tonnes of dry recyclable waste collected and recycled as a result of Waste Collection Authority functions (excluding any third party generated tonnage) allocated according to the previous 3 full years' individual Waste Collection Authority performances as agreed by the Somerset Waste Board in December 2016; and

CADC – current rate of Payment in Lieu of Recycling Credits

12. **SWAP TEAM FORMULA (NO LONGER PART OF THE SOMERSET WASTE PARTNERSHIP BUDGET).**



13. **CUSTOMER SERVICES (NOT CURRENTLY IN USE. THIS FORMULA WAS TO BE DEVELOPED SHOULD SIGNIFICANT CHANGES TAKE PLACE WITH REGARDS TO CUSTOMER SERVICE CENTRES STILL MAINTAINED BY THE WASTE COLLECTION PARTNERS IN PARTICULAR. THE CURRENT STAFF WITHIN THE SOMERSET WASTE PARTNERSHIP BUDGET ARE SHARED IN ACCORDANCE WITH THE CLIENT COSTS FORMULA).**

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. **OTHER ONE-OFF COLLECTION COSTS BASIS**

The Somerset Waste Board has been required to approve a cost sharing formula to one-off collection costs in relation to additional "catch up" costs for the Royal Wedding (Board decision February 2011) and the Diamond Jubilee Bank Holiday (Board decision February 2012). In both cases, it has been agreed that these costs should be shared by the Waste Collection Authorities based on the formula for Unweighted Properties be used (i.e. each collection authority pays a proportion based solely on the number of properties within its boundaries).

17. **REMOVED BUDGET LINES**

Over time the Somerset Waste Board budget has removed lines from the Annual Budget as these became redundant (such as time limited grants and contributions).

It has also made decisions to remove Income Collection lines (such as Garden Waste) and Bring Bank service costs at its October 2008 meeting as it was decided that these could best be managed locally.

18. **AVOIDED TRANSFER STATION COSTS AT WILTON BASIS**

In lieu of providing a transfer station for waste at Williton, the Waste Disposal Authority agreed to make an annual compensation pay payment to the Waste Collection Authorities for the additional collection costs that they would have to meet as a result of the facility not be available. This is £321,050 per annum in the 2018/2019 budget and rises at 3% per annum. The Somerset Waste Board agreed in January 2008 that this should be shared by the Waste Collection Authorities based on the formula for Unweighted Properties be used (i.e. each collection authority pays a proportion based solely on the number of properties within its boundaries).

19. **LEASE REPAYMENTS – SORT IT PLUS VEHICLES BASIS**

A number of vehicles were leased as part of the Sort It Plus roll-out. It was agreed that the costs of meeting these capital payments was to be shared between the Waste Collection Authorities in the best approximation of the Actual Usage Basis for these vehicles. This equates to:-

|                                 |         |
|---------------------------------|---------|
| Mendip District Council         | 22.322% |
| Sedgemoor District Council      | 18.214% |
| South Somerset District Council | 33.213% |
| Somerset Waste and Taunton      | 26.251% |

20. **FUNDING OF CAPITAL EXPENDITURE FOR RECYCLE MORE**

Each district will enter into a loan agreement with the Administering Authority which will provide the Administering authority with the necessary capital funds to fund the purchase of vehicles and the carrying out of depot works as specified in the Recycle More contract. Such loans shall be made at the prevailing PWLB EIP rate with certainty discount plus 1% and shall be repaid on an annuity basis over either 10 or 20 years depending on the nature of the investment.

21. **COST SHARING FORMULAE APPLYING TO THE BOARD BUDGET 2018/19 onwards**

| <b>Annual Somerset Waste Board Budget 2018/19</b> |   |
|---|---|
|   |   |
| Expenditure                                       |   |
| <b>Single Client Group</b>                        |   |
| Salaries & on-costs                               | Client Costs Formula  |
| Salaries pension deficit                          | Client Costs Formula  |
| MDC customer services impact                      | Directly Associated Costs Basis (allocated to Mendip)         |
| Travel & Subsistence                              | Client Costs Formula  |
| Admin, training, meetings & IT                    | Client Costs Formula  |
| Advertising & campaigns                           | Client Costs Formula  |
| Office rent & accommodation                       | Client Costs Formula  |
| <b>Support Services</b>                           |   |
| Legal   | Client Costs Formula  |
| Insurance   | Client Costs Formula  |
| Finance   | Client Costs Formula  |
| Internal Audit                                    | Client Costs Formula  |
| Human Resources                                   | Client Costs Formula  |
| ICT   | Client Costs Formula  |
| Democratic Services                               | Client Costs Formula (SCC does not charge itself)             |
| <b>Direct Services</b>                            |   |
| <b>Waste Treatment and Disposal</b>               |   |
| Treatment – Energy from Waste                     | Directly Associated Costs Basis (allocated to County Council) |
| Treatment – Food                                  | Directly Associated Costs Basis (allocated to County Council) |
| Treatment – Composting                            | Directly Associated Costs Basis (allocated to County Council) |
| Disposal – Landfill                               | Directly Associated Costs Basis (allocated to County Council) |
| Disposal – HWRC Bulky                             | Directly Associated Costs Basis (allocated to County Council) |
| <b>Kerbside Recycling</b>                         |   |
| Sort it+ Recycle More all districts               | Waste Collection Authorities Weighted Formula                 |

|   |   |
|---|---|
| Communal Recycling  | Communal Recycling Formula  |
| Garden  | Actual Usage Basis  |
| Garden sticker admin  | Actual Usage Basis (excludes South Somerset)                                  |
| <b>Household Refuse</b>   |   |
| Sort It + and Recycle More  | Waste Collection Authorities Weighted Formula                                 |
| Refuse - Communal   | Communal Refuse Formula   |
| Assisted Collections  | Waste Collection Authorities Weighted Formula                                 |
| Assisted Collection Review  | Waste Collection Authorities Weighted Formula                                 |
| Clinical Waste  | Waste Collection Authorities Un-Weighted Formula                              |
| Bulky Waste Collections   | Actual Usage Basis  |
| SWB Directed Collections  | Waste Collection Authorities Un-Weighted Formula                              |
| Day Works   | Waste Collection Authorities Un-Weighted Formula                              |
| Container Maintenance   | Waste Collection Authorities Un-Weighted Formula                              |
| Container Delivery  | Actual Usage Basis (Board September 2010)                                     |
| Container Supply  | Actual Usage Basis  |
| Depot Costs   | Waste Collection Authorities Un-Weighted Formula                              |
|   |   |
| <b>Admitted Body Pension Costs</b>  |   |
| LGPS-related costs incurred under the Waste Collection Contract   | Waste Collection Authorities Un-Weighted Formula                              |
|   |   |
| <b>Subsidised Services</b>  |   |
| Additional Subsidised Services  | Directly Associated Costs Basis (allocated to the relevant Partner Authority) |
|   |   |
| <b>Inter Authority Transfers</b>  |   |
| Transfer Station Avoided Cost   | Directly Associated Costs Basis (allocated to County Council)                 |
| Payment in lieu of Recycling Credits  | Directly Associated Costs Basis (allocated to County Council)                 |
| Third party Recycling Credits   | Directly Associated Costs Basis (allocated to County Council)                 |
| Advance Payment Saving  | Waste Collection Authorities Un-Weighted Formula                              |
| Lease Repayments - Sort It Plus Vehicles  | Lease Repayments - Sort It Plus Vehicles Basis                                |
| Lease old Refuse Fleet - Discount   | Financial Principles for Recycle More Basis                                   |
|   |   |
| <b>Income</b>   |   |
| Recyclate revenue (subject to retention of 20% for reserve) (paid quarterly in arrears to Partner Authorities by the Administering Authority) | WCA Weighted Formula  |
|   |   |
| Garden and Bulky Waste income   | Directly Associated Costs Basis (allocated to the relevant Partner Authority) |
| Avoided Wiliton Transfer  | Waste Collection Authorities Un-Weighted Formula                              |
| District Recycling Credits  | Payment in Lieu of Recycling Credits Formula                                  |

**Comment [TW2]:** Is this the best place for this line?

**Comment [TW3]:** Please confirm which formula should be used here

## 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. NOVIATION 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 County Council Forward Plan of proposed Key Decisions

The County Council is required to set out details of planned key decisions at least 28 calendar days before they are due to be taken. This forward plan sets out key decisions to be taken at Cabinet meetings as well as individual key decisions to be taken by either the Leader, a Cabinet Member or an Officer. The very latest details can always be found on our website at <http://somerset.moderngov.co.uk/mgListPlans.aspx?RPId=134&RD=0&bcr=1>

Regulation 8 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 defines a key decision as an executive decision which is likely:

(a) to result in the relevant local authority incurring expenditure which is, or the making of savings which are, significant having regard to the relevant local authority's budget for the service or function to which the decision relates; or

(b) to be significant in terms of its effects on communities living or working in an area comprising two or more wards or electoral divisions in the area of the relevant local authority.

The Council has decided that the relevant threshold at or above which the decision is significant will be £500,000 for capital / revenue expenditure or savings. Money delegated to schools as part of the Scheme of Financial Management of Schools exercise is exempt from these thresholds once it is delegated to the school.

Cabinet meetings are held in public at County Hall unless Cabinet resolve for all or part of the meeting to be held in private in order to consider exempt information/confidential business. The Forward Plan will show where this is intended. Agendas and reports for Cabinet meetings are also published on the Council's website at least five clear working days before the meeting date.

Individual key decisions are shown in the plan as being proposed to be taken within a ten day period, with the requirement that a report setting out the proposed decision will be published on the Council's website at least five working days before the date of decision. Any representations received will be considered by the decision maker at the decision meeting.

In addition to key decisions, the forward plan shown below lists other business that is scheduled to be considered at a Cabinet meeting during the period of the Plan, which will also include reports for information. The monthly printed plan is updated on an ad hoc basis during each month. *Where possible the County Council will attempt to keep to the dates shown in the Plan. It is quite likely, however, that some items will need to be rescheduled and new items added as new circumstances come to light.* Please ensure therefore that you refer to the most up to date plan.

For general enquiries about the Forward Plan:

- You can view it on the County Council web site at <http://www.somerset.gov.uk/CabinetForwardPlan>
- You can arrange to inspect it at County Hall (in Taunton).
- Alternatively, copies can be obtained from Scott Wooldridge or Julia Jones in the Community Governance Team by telephoning (01823) 359027 or 357628.

To view the Forward Plan on the website you will need a copy of Adobe Acrobat Reader available free from [www.adobe.com](http://www.adobe.com)  
Please note that it could take up to 2 minutes to download this PDF document depending on your Internet connection speed.

To make representations about proposed decisions:

Please contact the officer identified against the relevant decision in the Forward Plan to find out more information or about how your representations can be made and considered by the decision maker.

The Agenda and Papers for Cabinet meetings and details of planned key decisions to be taken by Cabinet Members or Officers can be found on the County Council's website at:

<http://www1.somerset.gov.uk/council/boards.asp?boardnum=3>

Weekly version of plan published on 1 December 2019

| FP Refs / Date proposed decision published in Forward Plan | When decisions due to be taken and by whom (**)           | Details of the proposed decision   | Documents and background papers to be available to decision maker | Does the decision contain any exempt information requiring a resolution for it to be considered in private and what are the reasons for this? | Contact Officer for any representations to be made ahead of the proposed decision |
|--|---|--|---|---|---|
| 3 April 2019   | Somerset Waste Board<br>6 Dec 2019 To consider the report | Issue: Updated draft budget for 2020/21 and Finance Update Report for Q2 2019/20 |   |   | Sarah Rose, Finance Manager<br>Tel: 01823359643                                   |
| 29 July 2019   | Somerset Waste Board<br>6 Dec 2019 To consider the report | Issue: Revisions to the Inter-Authority Agreement                                |   |   | Mickey Green, Managing Director - Somerset Waste Partnership<br>Tel: 01823 625707 |
| 29 July 2019   | Somerset Waste Board<br>6 Dec 2019 To consider the report | Issue: Slim my waste, feed my face food waste campaign                           |   |   | Mickey Green, Managing Director - Somerset Waste Partnership<br>Tel: 01823 625707 |
| 3 April 2019   | Somerset Waste Board<br>6 Dec 2019 To consider the report | Issue: Performance Monitoring Report Q2 2019/20                                  |   |   | Mickey Green, Managing Director - Somerset Waste Partnership<br>Tel: 01823 625707 |
| 3 April 2019   | Somerset Waste Board<br>6 Dec 2019 To be considered       | Issue: Somerset Waste Partnership Draft Business Plan 2020-2025                  |   |   | Mickey Green, Managing Director - Somerset Waste Partnership<br>Tel: 01823 625707 |
| 3 April 2019   | Somerset Waste Board<br>6 Dec 2019 To be considered       | Issue: New collection contract mobilisation update                               |   |   | Mickey Green, Managing Director - Somerset Waste Partnership<br>Tel: 01823 625707 |

Weekly version of plan published on 1 December 2019

| FP Ref / Date proposed decision published in Forward Plan | Date / period when decision due to be taken and by whom (**) | Details of the proposed decision                   | Documents and background papers to be available to decision maker | Does the decision contain any exempt information requiring a resolution for it to be considered in private and what are the reasons for this? | Contact Officer for any representations to be made ahead of the proposed decision |
|---|--|--|---|---|---|
| 13 December 2019  | Somerset Waste Board<br>14 Feb 2020 To consider the report   | Issue: Revisions to the Inter Authority Agreement  |   |   | Mickey Green, Managing Director - Somerset Waste Partnership<br>Tel: 01823 625707 |
| 13 December 2019  | Somerset Waste Board<br>14 Feb 2020 To consider the report   | Issue: Business Plan 2020-25                       |   |   | Mickey Green, Managing Director - Somerset Waste Partnership<br>Tel: 01823 625707 |
| 13 December 2019  | Somerset Waste Board<br>14 Feb 2020 To consider the report   | Issue: Finance Update Q3 2019/20                   |   |   | Sarah Rose, Finance Manager<br>Tel: 01823359643                                   |
| 13 December 2019  | Somerset Waste Board<br>14 Feb 2020 To consider the report   | Issue: Performance Monitoring Report Q3 2019/20    |   |   | Mickey Green, Managing Director - Somerset Waste Partnership<br>Tel: 01823 625707 |
| 14 October 2019   | Somerset Waste Board<br>14 Feb 2020 To be considered         | Issue: New Collection Contract Mobilisation Update |   |   | Mickey Green, Managing Director - Somerset Waste Partnership<br>Tel: 01823 625707 |
| 14 October 2019   | Somerset Waste Board<br>14 Feb 2020 To be considered         | Issue: Annual Budget 2020/21                       |   |   |   |