



Chiltern & Wycombe Joint Waste Collection Committee

Thursday, 8th December, 2016 at 10.30 am

Cabinet Room, King George V House, King George V Road, Amersham

AGENDA

- 1 Evacuation Procedures
- 2 Minutes (*Pages 3 - 8*)
To agree the Minutes of the meeting held on 29 September 2016.
- 3 Apologies for Absence
- 4 Declarations of Interest
- 5 Waste Service Highlight Report (*Pages 9 - 12*)
Appendix 1 (Pages 13 - 14)
Appendix 2 (Pages 15 - 16)
Appendix 3 (Pages 17 - 18)
- 6 Joint Waste Budget Report (*Pages 19 - 22*)
- 7 Headline Project Plan for Joint Waste Team - Harmonisation (*Verbal Report*)
- 8 Chiltern and Wycombe Joint Waste Collection Committee - Revised Constitution to include South Bucks (*Pages 23 - 26*)

9 Date of Next Meeting

10 Exclusion of the Public (if required)

To resolve that under Section 100(A)(4) of the Local Government Act 1972 the public be excluded from the meeting for the following item(s) of business on the grounds that they involve the likely disclosure of exempt information as defined in Part I of Schedule 12A of the Act.

Note: All Reports will be updated orally at the meeting if appropriate and may be supplemented by additional reports at the Chairman's discretion.

Membership: Chiltern & Wycombe Joint Waste Collection Committee

Councillor Mrs Jean Teesdale (Chairman)	Wycombe District Council
Councillor Mrs Wendy Mallen	Wycombe District Council
Councillor Michael Smith (Vice-Chairman)	Chiltern District Council
Councillor Caroline Jones	Chiltern District Council

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This Agenda should be considered as a Notice – under Regulation 5 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 – of an intention to meet in private to consider any items listed on the Agenda under Private Reports. The reason for the item being considered in private, that being the relevant paragraph number and description from Schedule 12A of the Local Government Act 1972 is detailed on this Agenda. Representations received (if any) regarding the items being considered in private (together with any response) are also detailed on this Agenda.



MINUTES of the Meeting of the
CHILTERN & WYCOMBE JOINT WASTE COLLECTION COMMITTEE
held on **29 SEPTEMBER 2016**
at **WYCOMBE DISTRICT COUNCIL**

PRESENT:

Councillor J Teesdale (Wycombe District Council) - Chairman
" M R Smith (Chiltern District Council) - Vice Chairman

Councillors: W Mallen (Wycombe District Council) and C M Jones (Chiltern District Council)

Officers: A Cacchioli, S Gordon (CDC), C Hughes (WDC) and C Marchant (CDC & SBDC)

43 MINUTES

The Minutes of the meeting held on 9 June 2016 were agreed as a correct record.

44 DECLARATIONS OF INTEREST

There were no declarations of interest.

45 WASTE SERVICE HIGHLIGHT REPORT

The Committee received a report providing an update on the joint waste service for May to July 2016. This provided information on the activities that had been completed and were due to be carried out, the budget, key targets, complaints, accidents and key risks. During the discussion the following key points were made:

Whilst reviewing the tasks that had been completed Members were particularly pleased to note that following a review around 200 properties no longer required the collect and return service.

The volume of missed container collections was highlighted. It was noted that the contractor had made significant improvements in reducing this, but were continuing to focus on reducing this further. Members welcomed this work, but emphasised the importance of reducing missed collections for vulnerable people and those experiencing recurring problems in particular. It was also felt important to ensure that positive feedback was relayed to staff for their hard work in relation to events.

The issue of littering from vehicles was raised as a problem. This was considered a priority. Members were also pleased to note that prosecutions relating to fly-tipping enforcement were being carried out by the BWP. It was suggested that the littering policy could be reviewed. It was noted that the Bucks Waste Partnership (BWP) is starting to plan the work that will be carried out, using funding received from the Department for Communities and Local Government, to increase food waste participation, to reduce residual waste and to increase recycling and the quality of materials collected.

The risk register was reviewed, and during which it was agreed that:

1. Risk 6 (High Heavens transfer station) be removed.
2. The risk rating for Risk 14 (contract performance) be changed to D3.
3. Risk 17 (Phase 3 Flats) be removed as the only flats outstanding were those that were awaiting a response from the managing agent. Members were also asked to advise officers of any sites that still required changes.

RESOLVED:

That the report be noted.

46 INTERNAL AUDIT ACTION PLAN

The Committee received a report providing feedback on an internal audit of the waste contract with Serco and the key areas for improvement that had been identified. It was noted that an action plan had been implemented, and a follow up meeting with the auditors would take place.

RESOLVED:

That the report be noted.

47 REVIEW OF RECYCLING TARGETS

The Committee considered a report that provided information regarding the performance of the joint waste service against recycling targets. The Audit Committees of both Chiltern and Wycombe District Councils had raised concern regarding recycling performance. Members reviewed the bid back targets, which had been provided by the contractor during the procurement process, the current district recycling targets, and national recycling rates. It was noted that the 2015/16 district recycling rates had reduced in comparison to previous years; however, this was in line with the national trend, and the district recycling levels remained above the national average. There was a discussion on the factors responsible for this, but in summary this related to: lighter weight packaging, demographics, and changes to the MRF code of practice.

There was a discussion on the current arrangements and future options for collecting garden waste in each district and the potential impact on recycling rates. It was suggested therefore that recycling rates could be reviewed when options were reviewed.

There was also a discussion on the separate collection of cardboard and glass. It was noted that collecting these separately improved the quality of recycling. Some Council's had also recently introduced the use of plastic, rather than biodegradable, bags for storing food waste, and Members suggested that this be explored. Further work would be required in order to assess the impact on the disposal authority due to capacity issues.

RESOLVED:

- 1. That the report be noted.**
- 2. That the Committee agrees to monitor the progress of the recycling rate against the contract target of 50%.**

48 EXCLUSION OF THE PUBLIC:**RESOLVED –**

That under section 100 (A) (4) of the Local Government Act 1972 (as amended) the public be excluded from the meeting for the following item(s) of business on the grounds that they involved the likely disclosure of exempt information as defined in Part 1 of Schedule 12A of the Act.

Note: the relevant paragraph number and description is indicated under the Minute heading.

49 UPDATE ON KOT DISCUSSIONS

Paragraph 3 – Information relating to the financial or business affairs of any particular person (including the authority holding that information)

The Committee received a report providing an update on the outcome of discussions with Serco on the framework of Key Outcome Targets (KOT) by which the performance of the joint waste contract is monitored. After noting the proposed changes to the KOT arrangements and that officers had delegated authority to implement the proposed changes, the Committee requested that the new KOT arrangements be signed off and implemented by the end of October 2016.

RESOLVED:

- 1. That the progress of discussions with Serco regarding Key Outcome Targets be noted.**
- 2. That the Key Outcome Targets and arrangements be endorsed.**

Note: Councillor M Smith left the meeting at 11.34 am

50 SHARED SERVICE REVIEW

The Committee received a verbal update from the Head of Environment (CDC & SBDC). It was noted that although the new joint waste team structure, which brought the CDC, WDC and SBDC waste teams together, would be implemented on 1 October 2016, the alignment and harmonisation of the three services would continue beyond the implementation date. It was requested that the new joint waste structure and contact details for senior team officers would be circulated to the Committee and Council Members, as appropriate.

In response to questions regarding the branding of the now joint waste team it was advised that there were no immediate plans to change the branding, and that the focus would be to ensure communications were clear to residents.

Further work would be carried out on the Service Level Agreement between the Councils, which it was acknowledged that this would be a large project.

RESOLVED:

That the verbal report be noted.

51 AMENDMENTS TO THE CDC & WDC JOINT WASTE COLLECTION COMMITTEE CONSTITUTION

The Committee received a verbal update on the proposal to amend the Constitution of the CDC & WDC Joint Waste Collection Committee to include representation from SBDC in the governance arrangements.

It was acknowledged that a review of the Constitution was timely as additional amendments were required in order to bring it up-to-date to reflect changes since it was agreed. Any changes to the Constitution would need to be agreed at each of the Council's respective Cabinet meetings, but a copy of the proposed changes would also be circulated the Committee.

RESOLVED:

That the verbal report be noted.

52 DATE OF NEXT MEETING:

Thursday 8 December, 10.30am (Chiltern District Council)

The meeting ended at 11.58 am

Meeting	Joint Waste Collection Committee	Location	Wycombe District Council
Date/Time	8th December 2016	Period Covered	Aug to Oct 2016

Overall Programme Status	Amber	Quality	Amber	Some service elements off target – but improving
		Time	Amber	90% of programme on time
		Scope	Green	Scope of programme has not changed
		Finance	Green	Contract savings achieved (see below for current budget)

1. Tasks, Milestones, Outcomes Delivered in this period

Task, Milestone, Outcomes		Comment	Planned	Actual
Deed of variation completed – KOT review	OUTCOME	Deed of variation provided to Serco for signing to document changes to the KOT system	Sept/Oct 2016	Oct/Nov 2016
IT projects to be identified and work to commence (Contender projects etc)	TASK	Project to migrate SBDC property data to Contender has commenced	October 2016	Complete by Jan 2017
Printing and delivery of 2016 collection calendars	TASK	Delivery of collection calendars to CDC/WDC households was completed to timescale	October 2016	October 2016
Waste team shared service review	TASK	Team building activities took place as scheduled	September 2016	September 2016
Second phase review of customer lists	TASK	Further review of Collect/Return customer list	September /October 2016	On-going to December

2. Tasks, Milestones, Outcomes Delivered in Next period – November – January 2017

Task, Milestone, Outcomes		Comment	Planned
SBDC first tier calls migrated to Customer Services	MILESTONE	Working to achieve migration of SBDC calls to Customer Services	Mid Jan 2017
SBDC property data on Contender	MILESTONE	SBDC property data to be uploaded to Contender, relevant codes developed, system tested and ready to go live	Jan 2017
Waste team commence work to harmonise policies, processes	TASK	Headline project plan to commence to harmonise where applicable	Sept 2017
Customer Contact team to be based at CDC	MILESTONE	As SBDC first tier calls are migrated to Customer Services, the full Customer Contact team will be based together at CDC.	Jan 2017

3. Budget – Current Year (not including authority recharges)							
	Joint Budget	Final Outturn (Draft)	CDC Budget	Final Outturn (Draft)	WDC Budget	Final Outturn (Draft)	Comment
Contracted Costs	£8,160,344	£7,900,344	£2,883,005	£2,792,005	£5,277,339	£5,108,339	Contract costs are lower due to financial penalty deductions from Serco. Expenditure is lower than budgeted due to staffing changes and cessation of contributions to Joint Waste Committee. Income is higher than budgeted due to expectation of IAA receipt which was not previously budgeted for.
Joint Client Expenditure	£846,490	£776,306	£403,489	£363,265	£443,001	£413,041	
Joint Client Income	(£1,883,700)	(£2,145,000)	(£938,602)	(£1,030,650)	(£945,098)	(£1,114,350)	
Balance	£7,123,134	£6,531,650	£2,347,892	£2,124,620	£4,775,242	£4,407,030	

4. Key Targets – Appendix 1 graphs – customer contacts						
	2015/16	Monthly target	July	Aug	Sept	Comment
Recycling Rate	52.56%	55.95%	Waiting for data from Viridor			Qtr 1 recycling rate = 54.79% Recycling targets have been profiled on a monthly basis to take account of seasonal variations. National recycling rate has dropped slightly to 44.8% (2014/15).
Missed Containers	26,721	1271 Target includes: Missed collections, missed C/R, missed bulk bins, missed clinical	2326 377 outside of 24 hours rectification period	2026 192 outside of 24 hour rectification period	1992 289 outside of 24 hour rectification period	While performance has improved on previous years, Serco are working to develop an action plan to meet the targets that have been set, with an emphasis on improving missed collect/return figures.
Missed C&R (included in above figure)	3,379	35	299 54	219 24	231 40	

% Calls answered	87%	90%	82.2% 17.8% abandoned	Appendix 1 graph
Number answered			11852	
% Calls answered in 20 Seconds	46%	60%	38.4%	
% Calls answered in 30 seconds	-	-	46.9%	

5. Formal Complaints						
	Q1	Q2	Q3	Q4	Total to Qtr 2	Comment
CDC complaints	6	0			6	Qtr 2 figures are an improvement on Qtr 1. For complaints regarding service issues, properties go on to Hot Spot list. See Appendix 2 for further detail
WDC complaints	7	3			10	
Total number of complaints	13	3			16	

6 Variances – Element outside of Tolerance	
A	Missed collect & returns – work is underway to improve this performance
B	

7 Accident Reports (From Serco)					
	Q1	Q2	Q3	Q4	Comment
HSE reportable Incidents	1	0			H&S figures received regularly at monthly contract meetings and is first item on the agenda.
Reported Accidents	13	14			
Reported Near Misses	27	15			
Days lost due to Accidents	4	0			

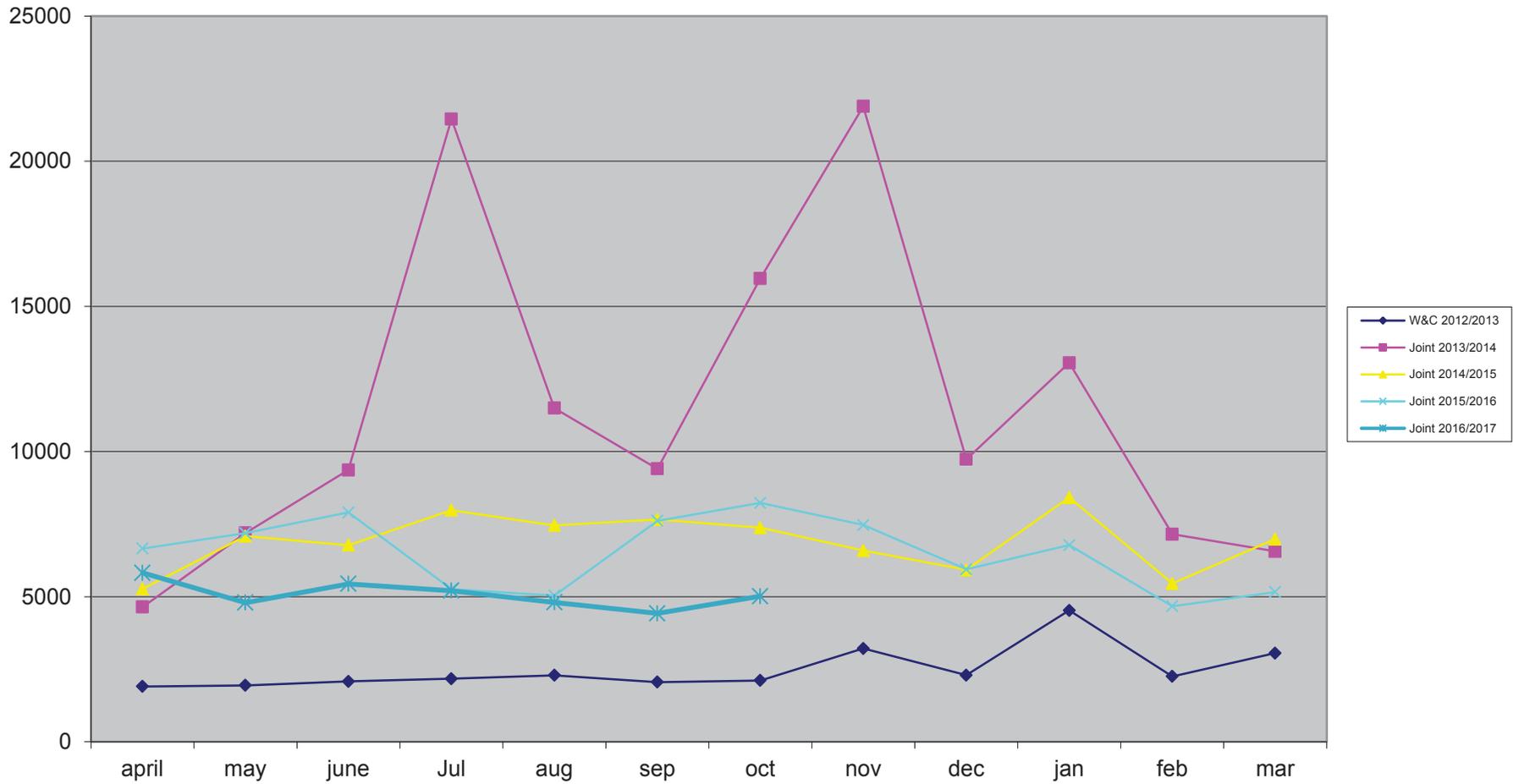
7 Key Risk (See full risks matrix for further details) Appendix 3			
Risk		Owner	Change
Contract Change Notice	Problems with CCN resulting in issues with service, or procurement challenges	Anita Cacchioli/Chris Marchant	Suggest remove once deed of variation signed
KOT changes	Delay in changes to the new KOT system resulting in additional work and resources	Sally Gordon	Suggest remove

8 Addition Comments and Notes	
A	Deed of Variation has been provided to Serco for signing to document changes to KOT system

Appendix 1

Joint Waste Call Data handled by Chiltern from 4 March 2013

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Appendix 2 - Highlight report- December 2016

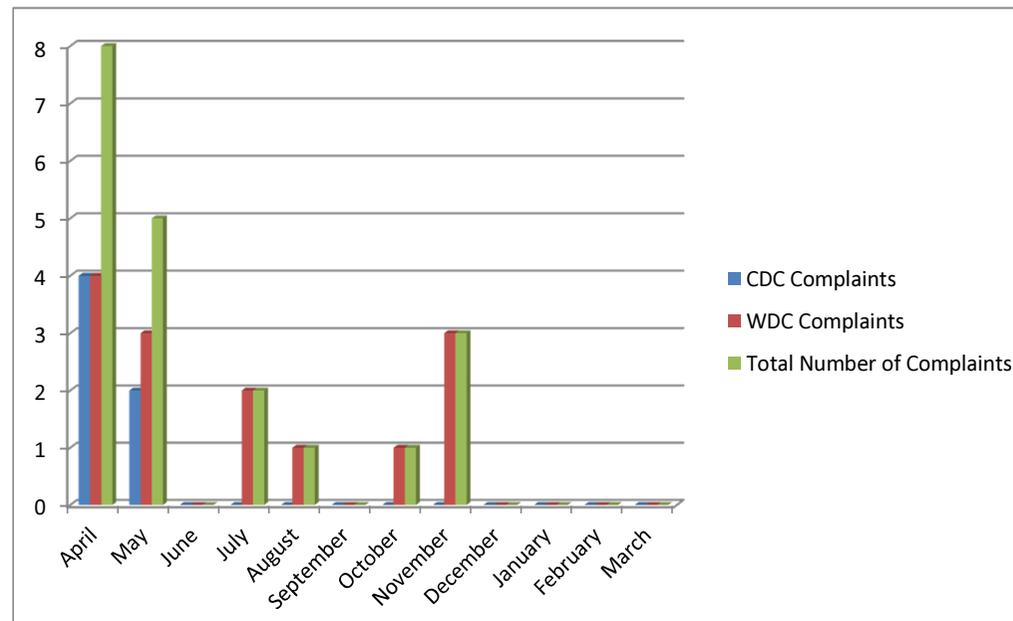
Formal Complaints by Month by Area - 2016/17
Total complaints at 14/11/2016

	April	May	June	July	August	September	October	November	December	January	February	March	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
CDC Complaints	4	2	0	0	0	0	0	0	0	0	0	0	6	0	0	0	6
WDC Complaints	4	3	0	2	1	0	1	3	0	0	0	0	7	3	4	0	14
Total Number of Complaints	8	5	0	2	1	0	1	3	0	0	0	0	13	3	4	0	20

Formal complaints by type

	No.	%
Missed Collections	10	47.6
Missed collections - C&R property	4	19
Containers not replaced	3	14.3
Containers not replaced - C&R proper	1	4.76
Waste left on road by crews	1	4.76
Litter	1	4.76
Recycling site	1	4.76
Total*	21	100
Total justified		100%
Total unjustified		0%

* some complaints cover more than one category





Appendix 3 Reviewed risks
Chiltern and Wycombe Joint Waste Collection Board

#	Category	Risk Title	Risk Description	Suggested Risk Owner	Suggested Risk Rating	Suggested Target Risk rating
1	Communication	Channel Shift	Unstructured phone calls and contact from emails can result in unnecessary cost or a delay in responses and resolving issues. Some residents can be reluctant to embrace self serve, or are unaware how to self serve	Sally Gordon	C 3	B 2
2	Finance	Income fluctuation	The JWS relies on income for some service i.e. bulky collections and recycling credits . In current economic climate these can be affected by many factors and fluctuate may affect financial outturn	Sally Gordon	D 3	B 2
3	Finance	Paper Sort facility	Cost of decommissioning PSF at the end of the first term of the Serco contract on 2020	Chris Marchant	C 3	B 2
4	Finance	Further Savings	If additional savings are required from either council	Sally Gordon	B 2	B 2
5	Infrastructure	Bio-waste infrastructure	Impact of the potential change in bio waste facilities following on from BCC procurement	Sally Gordon	C 3	B 2
7	Legal & Contract	Contract Novation	Serco corporate decision to cease novation. Loss of opportunity for councils to resolve outstanding issues through this process.	Anita Cacchioli/Chris Marchant	C 3	B 2
Page 17	Legal & Contract	Contract Change Notice	Problems with CCN resulting in issues with service, or procurement challenges	Anita Cacchioli/Chris Marchant	C 3	B 2
	Legal & Contract	KOT changes	Delay in changes to the new KOT system resulting in additional work and resources	Sally Gordon	D 3	B 2
	Legal & Contract	Contract Failure	Contractor fails to complete contract term	Anita Cacchioli/Paul Shackley	C 4	B 4
11	People	Expectation Management	Managing Cllr, Officer and publics expectations of the service and what we should deliver, the policies we have in place and how we communicate	Sally Gordon	C 3	B 2
12	People	Demand Management	Looking at how demand is affecting performance detrimentally - and how demand management can be used to improve performance and reduce costs	Sally Gordon	C 3	B 2
13	People	Staff Retention	Key staff and knowledge being lost	Sally Gordon	C 3	B 2
14	Quality	Contract Performance	Poor contract performance resulting in reduced satisfaction or increased costs	Sally Gordon	D 3	B 2
15	Quality	Health and safety	Poor health and safety resulting in danger or injury, liability or increased costs	Sally Gordon	C 3	B 2
16	Quality	Customer Services Performance	Poor customer service performance resulting in reduced satisfaction or increased costs	Sally Gordon	C 3	B 2
18	Time	Phase 4 - Recycling centres	Delay in reducing the number of bring sites	Richard Williams	C 3	B 2

Chiltern and Wycombe Joint Waste Collection Board

Risk Register Key

Likelihood	F					
	E					
	D					
	C					
	B					
	A					
		1	2	3	4	5
		Impact				

Likelihood:		Impact:	
A	Almost impossible	1	Negligible
B	Very low	2	Marginal
C	Low	3	Some
D	Significant	4	Critical
E	High	5	Catastrophic
F	Very high		

CHILTERN & WYCOMBE JOINT WASTE COLLECTION COMMITTEE (JWCC) 8th December

Joint Waste Service 2017-18 Proposed Budget

Contact Officer: Sally Gordon (sgordon@chiltern.gov.uk) 01494 586868

RECOMMENDATION

That the Joint Waste Collection Committee note the information in this report, and endorse the 2017-18 Budget, and the 2017-18 fees and charges

1. This report outlines the proposed 2017/18 budget for the Joint Waste Service, and the split between Chiltern and Wycombe. It highlights three main areas a) Contracted Costs b) Joint Client Expenditure c) Joint Client Income. It also outlines the proposed fees and charges for 2017/18 highlighting significant changes.
2. 2017/18 Waste Budgets (including internal corporate recharges)

The table below outlines the headline figures for the Joint Waste Service budget.

Table 1	Joint Budget	CDC Budget	WDC Budget	SBDC Budget
Contracted Costs	£8,004,299	£3,003,513	£5,000,783	-
Joint Client Expenditure*	£2,028,400	£1,361,245	£424,558	£242,597
Joint Client Income	(£2,443,700)	(£1,459,842)	(£983,858)	-
Balance	£7,588,999	£2,904,916	£4,441,483	£242,597

*Please note CDC internal recharges are £563,330 and **WDC internal recharges are £293,400**

The waste service budget for 2017/18 has been adjusted to take into account risks relating to recycling credit income, an estimate of 1% indexation on contract costs and increasing property numbers. Officers have used their best endeavours to realistically predict what expenditure and income can be expected. In terms of income, there will always be a risk associated with recycling credit income due to external factors affecting the amount of recyclable material present in the waste stream, the participation levels of residents and the quality of material collected.

The growth in households will result in additional costs but also additional income from the sale of bins and boxes. Officers are currently liaising with planning departments to assess the likely property growth going forward. These levels can be difficult to predict and to profile.

3. Contracted Costs

Table 2	Joint Budget	CDC Budget	WDC Budget	Comment
Fixed Fee	£7,442,149	£2,639,730	£4,802,419	Budget including anticipated indexation of 1%
Variable Works	£269,567	£65,265	£204,302	
Increase in HH	£50,000	£17,735	£32,265	Increase in HH and estimate based on previous trends
Increase in Green Customers (CDC ONLY)	£40,000	£40,000	£0	Additional charge for above expect green waste uptake based on current trends
Bin Cost (CDC ONLY)	£12,000	£12,000	£0	
Tipping Away Payment	£190,583	£228,786	(£38,203)	
Balance	£8,004,299	£3,003,516	£5,000,783	

The waste contract budget for 2017/18 has an estimated 1% indexation applied. Indexation is calculated each November based on:

- 55% NJC
- 35% CPI
- 10% DERV (fuel indices)

2017/18 budget will be based on the November 2017 calculation between April 2017 and October 2017, and the November 2018 calculation between November 2018 and March 2018.

4. Joint Client Expenditure and Income Budget

Table 3 shows the budget for the joint waste client and the respective CDC and WDC budgets for 2017/18

Table 3	Joint Budget	CDC Budget	WDC Budget	SBDC Budget	Comment
Expenditure					
Employee Expenses	£794,100	£ 265,961	£295,102	£233,037	CDC -33.04% WDC - 36.66% SBDC – 30.30%
Premises Related Expenses	£4,530	£2,147	£2,383	-	CDC -47.40% WDC - 52.60%
Transport Related Expenses	£29,210	£9,651	£10,708	£8,851	CDC -33.04% WDC - 36.66% SBDC – 30.30%
Supplies and Services	£58,030	£27,170	£30,151	£709	CDC -47.40% WDC - 52.60%
Advertising / Communications	£69,200	£22,836	£46,364	-	CDC -33% WDC - 67%

Green Waste Admin	£10,000	£10,000	-	-	CDC Only
Customer Service Recharge	£75,650	£35,800	£39,850	-	Customer Services recharges proposed split
Third Party Payments	£500,000	£500,000	-	-	CDC only – offset by income
CDC Support Services recharge (General)	£443,320	£443,320	-	-	CDC Only
CDC Support Services recharge (Office)	£44,360	£44,360	-	-	CDC Only
WDC Support recharges	£293,400	-	£293,400	-	WDC Only
TOTAL	£2,321,800	£1,361,245	£717,958	£242,597	
Income					
Recycling Credit	(£1,200,000)	(£424,800)	(£775,200)	(-)	CDC - 35.40% WDC - 64.60%
Town & Parishes recharges	(£700)	(£700)	(-)	(-)	CDC Only
Garden Waste	(£420,000)	(£420,000)	(-)	(-)	CDC Only
Sale of Boxes/ Bins etc	(£95,000)	(£33,630)	(£61,370)	(-)	CDC - 35.40% WDC - 64.60%
Bulky Waste Collection	(£100,000)	(£35,400)	(£64,600)	(-)	CDC - 35.40% WDC - 64.60%
Sale of Paper	(£500,000)	(£500,000)	(-)	(-)	CDC Only – offset by third party expenditure
Schools Charges	(£128,000)	(£45,312)	(£82,688)	(-)	CDC - 35.40% WDC - 64.60%
TOTAL	(£2,443,700)	(£1,459,842)	(£983,858)	(-)	

5. Fees and Charges

The proposed 2017/18 fees and charges for the joint service can be seen below:

Table 4 – Fees and Charges		2016/17 Charge(s) per unit	2017/18
1. Wheeled Bin and delivery – 140 Litre	£	40.00	£ 40.00
2. Wheeled Bin and delivery – 180 Litre			
3. Wheeled Bin and delivery – 240 Litre			
4. Wheeled Bin and delivery – 360 Litre			
5. Wheeled Bin and delivery - 660L	£	225.00	£ 225.00
6. Wheeled Bin and delivery - 1100L	£	250.00	£ 250.00
7. Recycling box and lid and delivery	£	6.00	£ 6.00
8. Recycling box and lid- Pick up only (CDC reception)	£	4.50	£ 4.50
9. Recycling box lid only - Pick up only (CDC reception)	£	1.75	£ 1.50
10. Reuseable bag and delivery	£	5.50	£ 5.50
11. Reuseable bag - Pick up Only (CDC reception)	£	4.50	£ 4.50
12. Outdoor food caddy and delivery	£	5.50	£ 5.50
13. Outdoor food caddy - Pick up only (CDC reception)	£	4.50	£ 4.50
14. Indoor small 5L food caddy (if stock available) - (CDC reception)	£	3.50	£ 3.50
15. Corn Starch liners (various sizes and numbers) - (CDC reception)		£2.00 to £10.00	£2.50 to £10.00

16. Bulky waste collection (3 items)	£	36.00	£	36.00
17. Discounted bulky waste collection - income related benefits	£	14.00	£	15.00
18. Special empty of contaminated bins – 2 wheeled	£	30.00	£	40.00
19. Special empty of contaminated bins – 4 wheeled	£	75.00	£	75.00
20. Litter pickers	£	8.00	£	10.74
21. CDC Green Waste annual charge 1st subscription (Self service)				
22. CDC Green Waste annual charge 1st subscription (phone or walk up)	£	35.00	£	38.00
23. CDC Green Waste annual charge 2nd subscription	£	70.00	£	70.00
24. WDC Green Waste annual charge 2nd collection subscription	£	70.00	£	70.00
25. Schools and other Schedule 2 - Bin Rental - 140L to 240L	£	52.00	£	52.00
26. Schools and other Schedule 2 - Bin Rental - 360L	£	67.00	£	67.00
27. Schools and other Schedule 2 - Bin Rental - 660L	£	67.00	£	67.00
28. Schools and other Schedule 2 - Bin Rental1100L	£	120.00	£	120.00
29. Schools and other Schedule 2 - Lift - 140L to 240L	£	3.25	£	3.50
30. Schools and other Schedule 2 - Lift 360L	£	3.75	£	4.00
31. Schools and other Schedule 2 - Lift 660L	£	4.25	£	4.50
32. Schools and other Schedule 2 - Lift 1100L	£	4.50	£	4.75
33. Removal of abandoned vehicles from private property	£	0.00	£	75.00

The proposed fees and charges have not changed significantly from last years. Bin charges were increased last year quite significantly and it is not deemed advisable to increase them again so soon. However, the charges proposed for 2017/18 do cover the costs of the service, including charges from Serco, administration time and customer service time.

Some charges have been aligned with SBDC charges in order to achieve a small level of harmonisation, for example:

Bulky waste charges at SBDC have been increased from £35 to £36 and the discounted charge at CDC/WDC has been increased from £14 to £15, so that all bulky waste charges are the same.

Charges for corn starch liners have also been aligned.

We are proposing the introduction of a charge to remove abandoned vehicles from private property, in line with SBDC's policy.

Opportunities for further alignment will take place over the year, although some charges will be aligned to contract costs, so it may not be possible to harmonise all of them.

SUBJECT:	<i>Chiltern and Wycombe Joint Waste Collection Committee – Revised Constitution to include South Bucks</i>
REPORT OF:	<i>Environment Portfolio Holders – Cllr Mike Smith (CDC) and Cllr Luisa Sullivan (SBDC)</i>
RESPONSIBLE OFFICER	<i>Head of Environment – Chris Marchant</i>
REPORT AUTHOR	<i>Sue Markham – Principal Solicitor – 01895 837326 - sue.markham@southbucks.gov.uk</i>
WARD/S AFFECTED	<i>All</i>

1. Purpose of Report

To consider a revised constitution for the Chiltern and Wycombe Joint Waste Collection Committee to include South Bucks now that waste issues are dealt with by one joint team for all three Districts.

RECOMMENDATIONS

- 1. That Members consider and approve the principle of extending the membership of the Chiltern and Wycombe Joint Waste Collection Committee (JWCC) to include South Bucks District Council;**
- 2. That members consider the draft amended Constitution and Terms of Reference appended to the report and delegate the final wording to the Head of Legal and Democratic Services in consultation with the relevant Portfolio Holders and the Head of Environment;**
- 3. That, provided each proposed constituent member authority of the extended JWCC agrees the principle under recommendation (a) above, the Constitution and Terms of Reference as amended shall come into effect on a date to be advised by the Head of Legal and Democratic Services and be incorporated into the relevant section of each Council's Constitution.**

2. Reasons for Recommendations

The recommendation to extend the membership of the JWCC will allow for the most efficient management of the current waste contracts and will enable consideration to be given to a possible future joint procurement involving all three authorities.

3. Content of Report

- a. The Chiltern and Wycombe Joint Waste Collection Committee (JWCC) was established following the award of the jointly procured contract for waste, recycling and street cleansing services.
- b. The JWCC has monitored and managed the strategic aspects of the joint contract.
- c. The officer team has, until recently, comprised a joint team of officers from Chiltern together with officers from Wycombe, transferred to Chiltern under TUPE following the decision in 2012 that Chiltern would be the host authority for the joint waste team.
- d. As part of the joint working arrangements between Chiltern and South Bucks, a review of the waste service has been carried out and a joint team to manage the overall service has been established under a new structure from October 2016.
- e. Chiltern and Wycombe's joint contract with Serco comes to the end of its first seven year period in March 2020 and South Bucks' contract with Biffa comes to an end in 2021. There may be opportunities for considering a future joint procurement or working together by all three authorities, in which case, it will be necessary for strategic decisions to be discussed and made jointly. This would be greatly assisted by extending the current JWCC to include South Bucks.
- f. For as long as there are two contracts in place there will be procedural requirements to keep separate any consideration of confidential matters relating to each current contract and decision making on each. The voting rights expressed in the draft constitution restrict the ability for Members of one Council to vote on issues relating to the existing contractual arrangements of the other Council/s.
- g. There are many other waste related issues that are common to all three authorities and the JWCC could have delegated to it other functions related to municipal waste if desired.
- h. The current JWCC has indicated its support for the membership to be extended to include South Bucks so the agreement of each constituent authority is required to progress the matter.
- i. The draft constitution as amended is attached as **Appendix 1**.
- j. Although the terms of reference/powers of the JWCC refer to operational management of the waste contracts, the day to day management of the contract and associated budgets are already delegated to the officers so that the role of the Members of the JWCC is in relation to overall strategic issues relating to waste.

4. Options

The membership of the JWCC could be left as it is currently but that could make it less efficient when it comes to consider future procurement possibilities involving South Bucks.

5. Corporate Implications

- a. Financial – none currently but the potential for future savings in the cost of the contracted out service will be explored.
- b. Legal – the legal basis for the joint committee is set out in the draft amended constitution.

6. Links to Council Policy Objectives

This proposal would support the delivery of cost effective and customer focussed services.

7. Next Step

This report and the amended draft constitution will be presented to the Cabinets of each constituent authority for approval before coming into effect if so approved.

Background Papers:	None
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DRAFT V2

Dated..... 2017

CONSTITUTION OF THE CHILTERN, SOUTH BUCKS AND

WYCOMBE COUNCILS JOINT WASTE

Comment [SM1]: Listed alphabetically

COLLECTION COMMITTEE

Chiltern District Council
Council Offices
King George V Road
Amersham
Bucks HP6 5AW

THIS SUPPLEMENTAL AGREEMENT is made the _____ day of
2017~~2~~

BETWEEN

CHILTERN DISTRICT COUNCIL of King George V House King George V Road Amersham
Bucks HP6 5AW of the first part

And

SOUTH BUCKS DISTRICT COUNCIL Capswood Oxford Road Denham Bucks UB9 4LH of the
second part

And

WYCOMBE DISTRICT COUNCIL of Council Offices Queen Victoria Road High Wycombe
Bucks HP11 1BB of the second-third part

DEFINITIONS AND EXPRESSIONS

Definition/Expression	Meaning
"the Inter District Authority Agreement"	The Inter District Authority Agreement entered into by <u>the Chiltern and Wycombe</u> Councils on 17 December 2010 which sets out the principles and aims and objectives for the management and procurement of waste collection, recycling collection and street cleansing services in <u>theirthe Councils'</u> administrative areas
"Chiltern"	Chiltern District Council
"the <u>Approved Serco Contract</u>"	The contract <u>being</u> jointly procured by <u>Chiltern and Wycombe</u> the Councils for waste collection, recycling collection and street cleansing services and related services in <u>theirthe Councils'</u> administrative areas

<u>“the Biffa Contract”</u>	The contract procured by South Bucks for waste collection, recycling collection and street cleansing services in the Council’s administrative area
“the Joint Committee”	The Chiltern, South Bucks and Wycombe Councils Joint Waste Collection Committee
“Lead Authority”	Any of the participating Councils appointed by the Joint Committee in accordance with Article 13 hereof to take lead responsibility for any of the functions or activities more particularly described therein
“Joint Working Principles and Objectives”	The Joint Working Principles and Objectives incorporated in the Inter District Authority Agreement agreed by the Councils and reproduced included at Schedule Two hereof which sets out the governing principles and key strategic aims of the Joint Committee
“municipal waste management functions”	Any or all of the duties and powers of the participating Councils in relation to the collection recycling and disposal of waste or street cleansing
“the Councils”	Chiltern, South Bucks and Wycombe District Councils
<u>“South Bucks”</u>	South Bucks District Council
“Wycombe”	Wycombe District Council

WHEREAS

- (1) The Councils are the statutory waste collection authorities for household waste for their administrative areas and also have a range of duties and powers in relation to recycling and environmental cleansing and maintenance within their respective administrative areas.
- (2) Being mindful of their duties and responsibilities to secure best value within the meaning of Section 3(1) of the Local Government Act 1999, and acknowledging that joint arrangements have significant potential to reduce both administrative and service costs, the Councils have decided to work together ~~make joint arrangements for the implementation and management of waste collection, recycling collection and street-cleansing services.~~
- ~~(3) The Councils have established a Joint Waste Collection Board to consider reports from the officers and advise the respective Cabinets of the Councils during the procurement of the Approved Contract.~~
- ~~(3) The Cabinets of the Chiltern and Wycombe Councils desire to~~ established a Joint Committee under an Agreement dated 19 December 2012 to replace the Joint Waste Collection Board monitor and manage the services provided under the Serco Contract, which was jointly procured.
- ~~(4) A joint officer team to manage the Serco contract was established by transferring officers from Wycombe to Chiltern.~~
- ~~(5) Chiltern and South Bucks have now completed a review of the staffing arrangements for the management of their waste collection and related services and have established a joint officer team with responsibility for the management of both the Serco and the Biffa contracts.~~
- ~~(6) The Councils acknowledge that their duty to secure best value can be advanced by extending the membership of the current Joint Waste Collection Committee to include South Bucks.~~

Comment [SM2]: i.e. the joint committee

(4)(7) ~~And~~ The Councils have therefore resolved to enter into this Supplemental Agreement ~~in acknowledgement of the establishment of~~ to extend the membership of the Joint Committee and to expressly declare the extent of the functions and responsibilities delegated to it.

NOW THIS DEED WITNESSETH as follows:-

1. IN CONSIDERATION of Section 101(5) of the Local Government Act 1972 and The Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 (as amended) and Regulation 9 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and all the statutory duties and powers vested in the Councils in this behalf it is hereby **AGREED AND DECLARED** as follows:-

- (1) That the ~~new~~ Joint Committee as extended will come into existence on the ~~twentieth~~ ***** day of ~~December~~ ***** 2017 and shall continue until dissolved in accordance with Article 15 hereof.
- (2) That as from the date of this Agreement the Constitution and Terms of Reference of the ~~new~~ Joint Committee shall operate and be regulated by the Articles and Schedules hereof.
- (3) That during the continuance of this Agreement all actions initiatives projects and transactions entered into by the participating Councils at the direction of the Joint Committee shall be guided by the principles and aims ~~of the Inter District Authority Agreement as set out in Schedule Two hereof~~ and shall be conducted in good faith in observance of the terms and spirit of this Agreement;
- (4) That nothing contained or incorporated in this Agreement shall be construed as creating a partnership in law.

THE ARTICLES**1 Membership and Terms of Reference**

The Membership and Terms of Reference of the Joint Committee shall be in accordance with the provisions set out in the Schedule One hereof.

2 Term of Office

- (i) The term of office of the Cabinet/Executive members of the Joint Committee shall commence on the date of their appointment to the Joint Committee until the date that they cease to hold office as a member of the Cabinet/Executive that appointed them or cease to have portfolio responsibility for municipal waste management functions (whichever is earlier).
- (ii) The term of office of the non-Cabinet/Executive members of the Joint Committee shall commence on the date of their appointment to the Joint Committee and continue for the term notified in writing to the Secretary to the Joint Committee (being a period of not less than twenty four (24) months).

3 Casual Vacancies

As soon as is practicable after a casual vacancy arises the Cabinet/Executive of the relevant participating Council shall appoint a replacement of the same rank as the member replaced who shall hold office for the remainder of the term of office of such replaced member.

4 Voting Rights

~~Only Cabinet/Executive~~All members of the Joint Committee (or in their absence their duly appointed deputies, provided the deputy is also a Cabinet/Executive member)

shall have the right to speak and vote, PROVIDED THAT members of Chiltern and Wycombe shall not have a right to vote in respect of the Biffa contract and members of South Bucks shall not have a right to vote in respect of the Serco contract. ~~All other members shall have the right to speak but not vote.~~

5 Substitutes

~~Executive~~ Members of the Joint Committee shall be entitled to appoint a deputy to act on their behalf in the event that they are unable to attend a meeting of the Joint Committee provided notification of appointment is given to the Secretary to the Joint Committee in writing (including by electronic means) by not later than four o'clock on the working day preceding the meeting that the deputy will substitute for the member and thereon the deputy shall be entitled to attend that meeting only and (subject to the requirements relating to the declaration of interests contained in the Code of Conduct of the Council of which he is a member) shall be entitled to speak and (where eligible) vote on all items of business.

6 Minutes, Annual Report and Final Accounts

The Joint Committee shall meet on not fewer than three occasions in any municipal year and as soon as is practicable thereafter a copy of the minutes of the meeting shall be given to the members of the Committee and submitted to the Executive or Cabinet of each of the Councils. The Joint Committee shall also prepare and send an Annual Report on the discharge of its functions and powers to the Executive or Cabinet of each of the participating Councils as soon as practicable after the end of each financial year such report to include a copy of the final accounts for that year.

7 Procedural Rules

Meetings of the Joint Committee shall be conducted according to the rules of debate applicable for the time being to meetings of ordinary committees of Chiltern District Council as the same are from time to time set out in its Council Procedure Rules but

subject to such minor modifications or amendments as are desirable or appropriate to facilitate the proper and efficient conduct of the business of the Joint Committee.

8 Venue for Meetings

Meetings shall be held at the principal offices of each of the Councils alternately on the date and at the time stated on the Agenda for the meeting.

9 Members' Codes of Conduct

In the conduct of the business of the Joint Committee Members shall comply with the Code of Conduct for Elected and Co-opted Members adopted by the participating Council of which they are a Member.

10 Access to Information

Notwithstanding the provisions of the Local Authorities (Executive Arrangements) ([Meetings and Access to Information](#)) (England) Regulations 2012~~00~~, or any statutory modification or re-enactment thereof, the rights of the public to agendas, reports, background papers, meetings and the minutes of meetings of the Joint Committee shall be not less than that prescribed for meetings of Principal Councils by Sections 100A to E of the Local Government Act 1972 (as amended).

11 Powers of the Joint Committee

- ~~(i) The Joint Committee may continue to advise the Councils as appropriate on the following matters during the procurement of the Approved Contract:~~
- ~~(a) the direction and scope of the procurement;~~
 - ~~(b) the direction and scope of a joint management/client team for refuse/recycling collection and street cleansing and any other agreed allied services;~~
 - ~~(c) the work required to progress the procurement of the Approved Contract;~~

- ~~(d) the resourcing requirements of the procurement of the Approved Contract, including technical/specialist support and costs;~~
 - ~~(e) the opportunities for working with other authorities;~~
 - ~~(f) proposals for a joint management/client team;~~
 - ~~(g) evaluation of tenders from bidders in accordance with the published evaluation criteria and consultation and communication on the procurement of the Approved Contract;~~
 - ~~(h) the apportionment of costs in the Approved Contract; and~~
 - ~~(i) the governance and risk/cost sharing in the procurement of the Approved Contract.~~
- (i) The Joint Committee may exercise the following powers and duties of the participating Councils:
- (a) overall responsibility for the ~~control of the procurement and~~ management of the Approved Serco and Biffa Contracts;
 - (b) agreeing any changes to the ~~scope of the procurement and~~ management of the Approved said Contracts;
 - (c) ~~overseeing the administration of the procurement and management of the Approved Contract and~~ making decisions on day to day operational issues, including approval of relevant expenditure;
 - ~~(d) overseeing the implementation of the procurement and management of the Approved Contract;~~
 - ~~(e) selecting the Senior Waste Officer;~~
 - ~~(f)~~(d) recommending the Senior Waste Officer's Waste Services Manager's service plan and budget to the Councils
 - ~~(g)~~(e) ensuring that the collective objectives of the Councils, as ~~contained in the Inter District Authority Agreements~~ set out in Schedule Two, are realised and implemented as agreed between them from time to time; and
 - ~~(f)~~ providing a forum for the resolution of any disputes between the Councils in connection with the procurement and management of the Approved said Contracts

~~(h)(g)~~ overseeing the procurement, implementation and management of any replacement contracts in the future.

(ii) for the avoidance of doubt it is agreed that the following decisions will be reserved to the Councils and will not be delegated to the Joint Committee:

~~(a)~~ making the final decision to award the Approved Contract;

~~(b)(a)~~ decisions to authorise expenditure over budgeted amounts;

~~(c)(b)~~ changes to recycling policy;

~~(d)(c)~~ a decision to extend or terminate the Approved Serco or Biffa Contracts;

~~(e)(d)~~ variations to the Approved said Contracts which would lead to the Service Budget being exceeded;

~~(f)(e)~~ changes to the constitution of this Joint Committee;

~~(g)(f)~~ significant ~~reductions in quality levels or communication standards~~ changes in service levels;

~~(h)(g)~~ overall resource allocation;

~~(i)(h)~~ significant restructure of the staff responsible for managing the Approved said Contracts; and

~~(j)(i)~~ significant changes to the service package

~~(k)(j)~~ Variations of the apportionment of costs between the Councils

12 Scheme of Delegation to Officers

(i) Depending upon the extent of the powers and duties delegated to the Joint Committee it may from time to time resolve pursuant to Section 101(5) of the Local Government Act 1972 to make and publish a Scheme of Delegation to Officers to facilitate the effective operational management and delivery of any of the municipal waste management functions.

(ii) Notwithstanding the provisions of Article 12(i) hereof for the avoidance of doubt and subject only to any express limitation to the contrary in any

Scheme of Delegation to Officers for the time being in force, Office Holders shall be deemed to have delegated authority to carry out such duties and responsibilities as are set out in the terms of their appointment or contracts of employment or are consistent with the duties and obligations imposed on them by any other of the terms of this Constitution.

13 Lead Authority

- (i) Chiltern District Council has lead authority responsibility in that it shall carry out any or all of the following functions and activities in addition to those set out in the Inter District Authority Agreement:-
- (a) to acquire and hold land buildings plant and equipment at the direction and for the use of the Joint Committee [in respect of the Serco Contract](#);
 - (b) to insure and keep insured any [such](#) land and buildings (including any additions or extension thereto) and any plant and equipment held at the direction and for the use of the Joint Committee [in respect of the Serco Contract](#) in full re-instatement value with an insurer of good repute;
 - (c) to put and keep on foot such other insurances including public and employers liability insurance covering such insured risks, levels of cover and excesses as the Joint Committee acting reasonably consider prudent;
 - (d) Subject to being fully and effectually indemnified by Wycombe [and South Bucks in proportions to be agreed](#), to appoint existing staff or where agreed, to employ and remunerate additional staff at the direction and for the use of the Joint Committee, including the appointment or employment of the following Office Holders to provide administrative and financial support to the Joint Committee :-
 - The Secretary; and

- The Treasurer;
- (e) without prejudice to the generality of the foregoing, to provide or secure the provision of banking accountancy and audit facilities for the Joint Committee in accordance with best practice for the public sector and to provide or secure the provision of legal advice;
- (f) at the direction and for the use of the Joint Committee (subject to the approval of the constituent Councils where necessary) to enter into contracts and agreements for works supplies and services; and
- (g) to compile and publish any statistics or local or national performance indicators as the Lead Authority may be required by law to compile or publish in connection with any functions discharged for and on behalf of the Joint Committee.
- (ii) For the avoidance of doubt the insurance employment and other necessary and incidental cost and expenses directly or indirectly incurred by Chiltern in the performance of the lead authority responsibilities shall be apportioned between the Councils in ~~accordance with the terms of the Inter-District Authority Agreement~~proportions to be agreed.
- (iii) Where Chiltern enters into agreements or contracts for works supplies and services at the direction and for the use of the Joint Committee it shall utilise and comply with its own procurement and audit procedures, including its adopted Contract and Financial Procedure Rules subject only to any reference therein requiring officers to report to or obtain the approval or consent of the Council or the Cabinet/Executive being construed as if it were a reference to the Joint Committee.

- (i) In order to provide strategic level advice to the Joint Committee a Board shall be formed known as the Senior Officer Management Board which will consist of the Officers of the Councils with overall responsibility for municipal waste management functions ~~and the Chief Executive of Chiltern.~~
- (ii) Members of the Senior Officer Management Board shall be entitled to appoint a standing deputy to act on their behalf in the event that they are unable to attend a meeting of the Board and thereon the standing deputy shall be entitled to attend that meeting only.
- (iii) The Chief Executives of Chiltern and South Bucks and Wycombe and the Section 151 Officers and Monitoring Officers of ~~both the~~ Councils shall be entitled to attend meetings of the Senior Officer Management Board.
- (iv) The Secretary and Treasurer to the Joint Committee and the ~~Senior Waste Officer Services Manager~~ shall report to and be subject to the direction and control of the Senior Officer Management Board.

15 Withdrawal or Dissolution

- (i) ~~Either of the Councils~~ South Bucks may withdraw from the Joint Committee on giving to the other Councils not less than 6 months prior notice in writing, such notice to expire on 31 March in any year PROVIDED THAT this Clause shall expire if a contract is awarded jointly by all three Councils PROVIDED THAT the Approved Contract has not been awarded;
- (ii) ~~After the award of the Approved Contract, neither Council~~ Chiltern nor Wycombe may withdraw from the Joint Committee until the Approved Serco Contract is terminated or expires, from which time until any award of a contract jointly by all three Councils, either Chiltern or Wycombe may withdraw from the Joint Committee on giving to the other Councils not less

than 6 months prior notice in writing, such notice to expire on 31 March in any year.

16 Liabilities on Withdrawal

Should the Joint Committee be dissolved the Councils shall remain liable to pay or contribute their share of any previously agreed and committed expenditure ~~as provided for in the Inter-District Authority Agreement.~~

17 Arbitration

All disputes or differences between the Councils concerning the interpretation or application of these Articles that cannot be resolved by mutual agreement shall be referred to an independent Arbitrator appointed by the parties or in default of agreement by the President for the time being of the Law Society. The Arbitration will be conducted in accordance with the Arbitration Act 1996 and the arbitrator will act as an expert whose award shall be binding on the parties.

18 Variations

Any variations to these Articles or the Terms of Reference set out in Schedule One shall be agreed by the Executive or Cabinet of each of the Councils and be recorded in writing.

IN WITNESS whereof the participating Councils have caused this Agreement to be executed as a Deed the day and year first before written

Schedule One

Terms of Reference

THE CHILTERN, SOUTH BUCKS AND WYCOMBE JOINT WASTE COLLECTION COMMITTEE

General

A joint committee established by Chiltern District Council, South Bucks District Council and Wycombe District Council ("the Councils") to consider reports from the officers and advise the respective Cabinets of the Councils ~~during the procurement and concerning the management of a jointly procured contract for~~ waste collection, recycling collection and street cleansing services and related services in the Councils' administrative areas

Membership, Chairmanship and Quorum

Number of Members	Four Six – an executive member from each Council with responsibility for waste management and one further member from each Council
Substitute Members Permitted	Executive Members have the right to appoint deputies by giving notice to that effect to the Secretary to the Joint Committee
Political Balance Rules apply	No
Appointments/Removals from Office	By a resolution of the Cabinet/Executive of the participating Councils
Term of Appointment	In respect of a member who is a Cabinet/Executive member, from the date of appointment to the date that they cease to hold office as a Cabinet/Executive member or cease to have portfolio responsibilities for waste related functions. For all other members their term shall begin on the date of appointment and continue for the term notified to the Secretary to the Joint Committee by the appointing participating Council (being not less than twenty four months in duration).
Restrictions on Membership	One appointee from each participating Council must be the Cabinet/Executive member with portfolio responsibility for

	waste related functions and the second appointee should be a non-Cabinet/Executive member. Non-Cabinet/Executive members should not be a member of an Overview and Scrutiny Committee whose terms of reference include the review and scrutiny of municipal waste management functions.
Restrictions on Chairmanship/Vice-Chairmanship	Appointments shall be for a maximum period of two years, and the first Chairman shall be a member of the Non-Host Authority and the first Vice Chairman shall be a member of the Host Authority. Thereafter, t The chairmanship and vice chairmanship shall alternate-rotate between the Councils.
Restrictions on Voting	All members of the Joint Committee (or in their absence their duly appointed deputies, provided the deputy is also a Cabinet/Executive member) shall have the right to speak and vote, PROVIDED THAT members of Chiltern and Wycombe shall not have a right to vote in respect of the Biffa contract and members of South Bucks shall not have a right to vote in respect of the Serco contract Only the Cabinet/Executive members with portfolio responsibility for waste related functions (or their duly appointed deputies, provided the deputy is also a Cabinet/Executive member) shall be entitled to vote. The Chairman has a casting vote.
Quorum	Two-Three – provided that an executive member from each Council is present
Number of ordinary meetings per Council Year	Minimum of three

Terms of Reference

To exercise the following duties and powers in relation to management and procurement of waste collection, recycling collection and street cleansing services and related services (but only to the extent unanimously delegated to it by the participating Councils in accordance with the terms of the Constitution of the Joint Committee):-

- (a) overall responsibility for the ~~control of the procurement,~~ management and monitoring of ~~a jointly procured contract/s~~ for waste collection, recycling collection and street cleansing services and related services;
- (b) agreeing any changes to the scope of the ~~procurement and~~ management of ~~the joint such~~ contracts;
- (c) ~~overseeing the administration of the procurement and management of the joint contract and~~ making decisions on day to day operational issues, including approval of relevant expenditure;
- (d) ~~overseeing the implementation of the procurement and management of the joint contract;~~
- (e) ~~selecting the Senior Waste Officer to be appointed to the Client Team;~~
- (f)(d) recommending the ~~Senior Waste Officer's~~ Waste Services Manager's service plan and budget to the Councils
- (g)(e) ensuring that the collective objectives of the Councils, ~~as contained in the Inter District Authority Agreement, in relation to waste services~~ are realised and implemented as agreed between them from time to time; and
- (f) providing a forum for the resolution of any disputes between the Councils in connection with the ~~procurement and~~ management of the ~~Approved Serco and Biffa~~ Contracts;
- (f)(g) ~~overseeing the procurement, implementation and management of any replacement contracts in the future;~~
- (f)(h) exercising any other functions in relation to municipal waste management from time to time delegated to it.

Delegations

Provided the participating Councils unanimously agree to the exercise by the Joint Committee of any function or activity falling within these Terms of Reference such function or activity is fully delegated.

Notes

Schedule Two

(Definitions are as set out in the Inter District Authority Agreement)

Joint Working Principles

- 1 Each Council will co-operate with and give reasonable assistance to each other to provide information and inputs efficiently and economically ~~into the scheme~~ as is required to successfully develop and operate ~~the scheme~~ their municipal waste management functions.
- 2 Each Council will ensure that its Council Representative complies with the principles of the Project in order to achieve the Project Objectives set out below.
- 3 Each Council will provide to the Joint Waste Collection Committee or any auditor appointed by the Joint Waste Collection Committee any information that is required in respect of any audit or inspection carried out in relation to the Project Services.
- ~~4 Each Council will provide information and documentation relevant to its operation of the scheme for the purposes of monitoring the progress and operation of the Project against agreed objectives.~~
- ~~54~~ The Councils will work together to overcome any conflicts between the various other contracts dealing with recycle.
- ~~65~~ The Councils are committed to making the strategic planning and development of the Services as transparent as possible to each other and to the public as a whole.
- ~~76~~ The Councils recognise the importance of consultation and liaison on issues concerning the Services and commit themselves to the principle of consultation in the widest sense, both with themselves and the community, on any significant issue which will impact upon those receiving waste related services within the Councils' administrative areas.
- ~~87~~ In the event of any retendering, each Council agrees to disclose such information relating to the Services as may be reasonably required for the purpose of conducting a due diligence exercise to any proposed new contractor its advisers and lenders.
- ~~98~~ The Councils agree that communications and media output will be in line with the Joint Communications Strategy as reviewed and agreed from time to time.

Procurement Objectives

~~The procurement objectives are to implement and deliver the Project within the administrative areas of the Councils and to:~~

- ~~1 develop and implement a strategy for the procurement, award and management of a contract for the provision of the Services, including but not limited to approving~~

applicable specifications, terms to be included in tender documentation, approving evaluation criteria and giving final approval.

- 2— carry out such procurement in timescales which fully reflect and take account of all relevant government policy and targets and any other legislative and practical imperatives.
- 3— carry out such procurement in a way which maximises value for money and efficiency and generates credible competitive bids capable of delivering the Project Objectives.
- 4— seek to adopt arrangements, structures and procedures in respect of the procurement process and procurement decisions which:
 - (a) — minimise the cost of the Services to each Council;
 - (b) — shares risk and reward between the Councils in an equitable and fair way;
 - (c) — are transparent, auditable and based on recognised accountability;
 - (d) — are efficient and capable of being understood and recognised by contractors and third parties;
 - (e) — recognise and respect limits on availability of resources and the legal, managerial, financial and political constraints affecting each Council.
- 5— seek a solution through the procurement process which best delivers the Project Objectives and so far as is practicable is in the best interests of each of the Councils.
- 6— ensure that at all times each Council has appropriate information and advice to make fully informed decisions.

Project Objectives

- 1— Wycombe District Council "WDC" has a Refuse Collection Contract and a Street Cleaning Contract both of which have a primary term which expires on the 31st October 2011. These contracts have been extended to expire at the earliest on the 31st October 2012.
- 2— Chiltern District Council "CDC" has a joint Refuse Collection Contract and Street Cleaning contract which also expires on 31st October 2011; and this has been extended to expire at the earliest on the 31st October 2012.
- 39— The District Councils are members of the Waste Partnership for Buckinghamshire supported by a formal [Joint Waste Committee](#) which includes Buckinghamshire County Council. The overarching 'vision' of the [committee Partnership](#) is to facilitate the effective planning and delivery of municipal waste management functions and services in Buckinghamshire.

410 The District Councils ~~are working on the implementation of a joint contract, which it is envisaged~~ will use innovative solutions to:

- (a) meet or exceed local and national waste recycling targets (specified below)
- (b) offer the highest standards of customer satisfaction
- (c) meet or exceed environmental/ sustainability standards
- (d) keep costs to the local authorities to a minimum
- (e) deliver appropriate customer contact arrangements to support the ~~new~~ contracts/services
- (f) ~~establish an IT project to deliver an interim capability in waste data flow, the delivery of instructions to the contractor and also customer requests and complaints~~
- (g) ~~establish a joint client side between the partners, with appropriate support in e.g. financial transactions.~~

• **Quantum of work**

5 ~~Wycombe District Council and Chiltern District Council intend to award a joint contract for refuse collection, recycling and street sweeping and possibly other associated services in spring 2012, to commence following a suitable mobilisation period.~~

• **The timeline for the Procurement and Mobilisation**

- 6 It is currently envisaged that the procurement will be carried out under the competitive dialogue (CD) procedure. The District Councils intend to reduce bidding costs by restricting the number of lots.
- 7 The need to renew the contracts of Chiltern and Wycombe means that robust project management measures will be in place to ensure that the OJEU notice is published promptly in order to ensure that the contract award is made at the scheduled time.
- 8 The District Councils are committed, through dialogue, to agreeing a reasonable mobilisation period and are open to the ideas of the industry in terms of the most effective mobilisation approach. This will include service profiles and timescales for the introduction of new and joint recycling services. There has already been considerable work to plan and implement the harmonisation of the current collection services.
- 9 The future service aspiration of the District Councils can be summarised as:-

10 Dry Recycling	11 Green waste	12 Food waste	13 Residual
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<p>14— Fortnightly collection with enhanced materials to include cans and plastic and glass</p>	<p>15— Fortnightly 240 litre wheeled bin; charged at £35 per annum</p> <div data-bbox="424 607 630 680" style="border: 1px solid black; background-color: #ffffcc; padding: 2px; margin: 5px auto; width: fit-content;"> <p>Free for Wycombe residents</p> </div>	<p>16— Weekly with caddy, bucket supplied</p>	<p>17— Fortnightly collection from 240 litre wheeled bins; no side waste</p>
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~~18— **Figure 1— source collections options appraisal document**~~

~~19— The councils are open to discussions on alternative service strategies to achieve high diversion.~~

~~20— The councils are motivated to award the new contract expeditiously to ensure continuity of services and take advantage of the better value for money it will offer.~~

~~• **Level playing field**~~

~~The Authorities are keen to ensure that there is a level playing field in the competition for this work.~~

~~**DSO:** There will be no direct service organisation (DSO) bid. The Authorities are happy to confirm that only bids from external suppliers will be considered.~~

~~**Depots/ land:** The Councils are keen to discuss what depot provision bidders would require to deliver the joint service~~

~~• **Project Management**~~

~~211 The procurement is being run on a scaled PRINCE 2 basis and the District Councils have engaged a dedicated Programme Manager to ensure the programme remains deliverable. There is a Programme Board in place to exercise robust governance and to ensure that communication channels between Councils are robust.~~

The Common Seal of Chiltern

District Council was hereunto affixed
in the presence of:

Chairman

Chief Executive

The Common Seal of South Bucks
District Council was hereunto affixed
in the presence of:

Chairman

Director of Resources

The Common Seal of Wycombe
District Council was hereunto affixed
in the presence of:

Chairman

District Solicitor

DRAFT V2

Dated..... 2017

**CONSTITUTION OF THE CHILTERN, SOUTH BUCKS AND
WYCOMBE COUNCILS JOINT WASTE
COLLECTION COMMITTEE**

Chiltern District Council
Council Offices
King George V Road
Amersham
Bucks HP6 5AW

THIS SUPPLEMENTAL AGREEMENT is made the _____ day of
2017

BETWEEN

CHILTERN DISTRICT COUNCIL of King George V House King George V Road Amersham
Bucks HP6 5AW of the first part

And

SOUTH BUCKS DISTRICT COUNCIL Capswood Oxford Road Denham Bucks UB9 4LH of the
second part

And

WYCOMBE DISTRICT COUNCIL of Council Offices Queen Victoria Road High Wycombe
Bucks HP11 1BB of the third part

DEFINITIONS AND EXPRESSIONS

Definition/Expression	Meaning
“the Inter District Authority Agreement”	The Inter District Authority Agreement entered into by Chiltern and Wycombe Councils on 17 December 2010 which sets out the principles and aims and objectives for the management and procurement of waste collection, recycling collection and street cleansing services in their administrative areas
“Chiltern”	Chiltern District Council
“the Serco Contract”	The contract jointly procured by Chiltern and Wycombe for waste collection, recycling collection and street cleansing services and related services in their administrative areas

“the Biffa Contract”	The contract procured by South Bucks for waste collection, recycling collection and street cleansing services in the Council’s administrative area
“the Joint Committee”	The Chiltern, South Bucks and Wycombe Councils Joint Waste Collection Committee
“Lead Authority”	Any of the participating Councils appointed by the Joint Committee in accordance with Article 13 hereof to take lead responsibility for any of the functions or activities more particularly described therein
“Joint Working Principles and Objectives”	The Joint Working Principles and Objectives included at Schedule Two hereof which sets out the governing principles and key strategic aims of the Joint Committee
“municipal waste management functions”	Any or all of the duties and powers of the participating Councils in relation to the collection recycling and disposal of waste or street cleansing
“the Councils”	Chiltern, South Bucks and Wycombe District Councils
“South Bucks”	South Bucks District Council
“Wycombe”	Wycombe District Council

WHEREAS

- (1) The Councils are the statutory waste collection authorities for household waste for their administrative areas and also have a range of duties and powers in relation to recycling and environmental cleansing and maintenance within their respective administrative areas.
- (2) Being mindful of their duties and responsibilities to secure best value within the meaning of Section 3(1) of the Local Government Act 1999, and acknowledging that joint arrangements have significant potential to reduce both administrative and service costs, the Councils have decided to work together.
- (3) The Cabinets of Chiltern and Wycombe established a Joint Committee under an Agreement dated 19 December 2012 to monitor and manage the services provided under the Serco Contract, which was jointly procured.
- (4) A joint officer team to manage the Serco contract was established by transferring officers from Wycombe to Chiltern.
- (5) Chiltern and South Bucks have now completed a review of the staffing arrangements for the management of their waste collection and related services and have established a joint officer team with responsibility for the management of both the Serco and the Biffa contracts.
- (6) The Councils acknowledge that their duty to secure best value can be advanced by extending the membership of the current Joint Waste Collection Committee to include South Bucks.
- (7) The Councils have therefore resolved to enter into this Supplemental Agreement to extend the membership of the Joint Committee and to expressly declare the extent of the functions and responsibilities delegated to it.

NOW THIS DEED WITNESSETH as follows:-

- 1. IN CONSIDERATION** of Section 101(5) of the Local Government Act 1972 and The

Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 (as amended) and Regulation 9 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and all the statutory duties and powers vested in the Councils in this behalf it is hereby **AGREED AND DECLARED** as follows:-

- (1) That the Joint Committee as extended will come into existence on the ***** day of ***** 2017 and shall continue until dissolved in accordance with Article 15 hereof.
- (2) That as from the date of this Agreement the Constitution and Terms of Reference of the Joint Committee shall operate and be regulated by the Articles and Schedules hereof.
- (3) That during the continuance of this Agreement all actions initiatives projects and transactions entered into by the participating Councils at the direction of the Joint Committee shall be guided by the principles and aims as set out in Schedule Two hereof and shall be conducted in good faith in observance of the terms and spirit of this Agreement;
- (4) That nothing contained or incorporated in this Agreement shall be construed as creating a partnership in law.

THE ARTICLES

1 Membership and Terms of Reference

The Membership and Terms of Reference of the Joint Committee shall be in accordance with the provisions set out in the Schedule One hereof.

2 Term of Office

- (i) The term of office of the Cabinet/Executive members of the Joint Committee shall commence on the date of their appointment to the Joint Committee until the date that they cease to hold office as a member of the Cabinet/Executive that appointed them or cease to have portfolio responsibility for municipal waste management functions (whichever is earlier).
- (ii) The term of office of the non-Cabinet/Executive members of the Joint Committee shall commence on the date of their appointment to the Joint Committee and continue for the term notified in writing to the Secretary to the Joint Committee (being a period of not less than twenty four (24) months).

3 Casual Vacancies

As soon as is practicable after a casual vacancy arises the Cabinet/Executive of the relevant participating Council shall appoint a replacement of the same rank as the member replaced who shall hold office for the remainder of the term of office of such replaced member.

4 Voting Rights

All members of the Joint Committee (or in their absence their duly appointed deputies, provided the deputy is also a Cabinet/Executive member) shall have the right to speak and vote, PROVIDED THAT members of Chiltern and Wycombe shall not have a right to vote in respect of the Biffa contract and members of South Bucks shall not have a right to vote in respect of the Serco contract.

5 Substitutes

Members of the Joint Committee shall be entitled to appoint a deputy to act on their behalf in the event that they are unable to attend a meeting of the Joint Committee provided notification of appointment is given to the Secretary to the Joint Committee

in writing (including by electronic means) by not later than four o'clock on the working day preceding the meeting that the deputy will substitute for the member and thereon the deputy shall be entitled to attend that meeting only and (subject to the requirements relating to the declaration of interests contained in the Code of Conduct of the Council of which he is a member) shall be entitled to speak and (where eligible) vote on all items of business.

6 Minutes, Annual Report and Final Accounts

The Joint Committee shall meet on not fewer than three occasions in any municipal year and as soon as is practicable thereafter a copy of the minutes of the meeting shall be given to the members of the Committee and submitted to the Executive or Cabinet of each of the Councils. The Joint Committee shall also prepare and send an Annual Report on the discharge of its functions and powers to the Executive or Cabinet of each of the participating Councils as soon as practicable after the end of each financial year such report to include a copy of the final accounts for that year.

7 Procedural Rules

Meetings of the Joint Committee shall be conducted according to the rules of debate applicable for the time being to meetings of ordinary committees of Chiltern District Council as the same are from time to time set out in its Council Procedure Rules but subject to such minor modifications or amendments as are desirable or appropriate to facilitate the proper and efficient conduct of the business of the Joint Committee.

8 Venue for Meetings

Meetings shall be held at the principal offices of each of the Councils alternately on the date and at the time stated on the Agenda for the meeting.

9 Members' Codes of Conduct

In the conduct of the business of the Joint Committee Members shall comply with the Code of Conduct for Elected and Co-opted Members adopted by the participating Council of which they are a Member.

10 Access to Information

Notwithstanding the provisions of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, or any statutory modification or re-enactment thereof, the rights of the public to agendas, reports, background papers, meetings and the minutes of meetings of the Joint Committee shall be not less than that prescribed for meetings of Principal Councils by Sections 100A to E of the Local Government Act 1972 (as amended).

11 Powers of the Joint Committee

- (i) The Joint Committee may exercise the following powers and duties of the participating Councils:
 - (a) overall responsibility for the management of the Serco and Biffa Contracts;
 - (b) agreeing any changes to the management of the said Contracts;
 - (c) making decisions on day to day operational issues, including approval of relevant expenditure;
 - (d) recommending the Waste Services Manager's service plan and budget to the Councils
 - (e) ensuring that the collective objectives of the Councils, as set out in Schedule Two, are realised and implemented as agreed between them from time to time; and
 - (f) providing a forum for the resolution of any disputes between the Councils in connection with the procurement and management of the said Contracts
 - (g) overseeing the procurement, implementation and management of any replacement contracts in the future.

- (ii) for the avoidance of doubt it is agreed that the following decisions will be reserved to the Councils and will not be delegated to the Joint Committee:
 - (a) decisions to authorise expenditure over budgeted amounts;
 - (b) changes to recycling policy;
 - (c) a decision to extend or terminate the Serco or Biffa Contracts;
 - (d) variations to the said Contracts which would lead to the Service Budget being exceeded;
 - (e) changes to the constitution of this Joint Committee;
 - (f) significant changes in service levels;
 - (g) overall resource allocation;
 - (h) significant restructure of the staff responsible for managing the said Contracts; and
 - (i) significant changes to the service package
 - (j) Variations of the apportionment of costs between the Councils

12 Scheme of Delegation to Officers

- (i) Depending upon the extent of the powers and duties delegated to the Joint Committee it may from time to time resolve pursuant to Section 101(5) of the Local Government Act 1972 to make and publish a Scheme of Delegation to Officers to facilitate the effective operational management and delivery of any of the municipal waste management functions.
- (ii) Notwithstanding the provisions of Article 12(i) hereof for the avoidance of doubt and subject only to any express limitation to the contrary in any Scheme of Delegation to Officers for the time being in force, Office Holders shall be deemed to have delegated authority to carry out such duties and responsibilities as are set out in the terms of their appointment or contracts of employment or are consistent with the duties and obligations imposed on them by any other of the terms of this Constitution.

13 Lead Authority

- (i) Chiltern District Council has lead authority responsibility in that it shall carry out any or all of the following functions and activities in addition to those set out in the Inter District Authority Agreement:-
- (a) to acquire and hold land buildings plant and equipment at the direction and for the use of the Joint Committee in respect of the Serco Contract;
- (b) to insure and keep insured any such land and buildings (including any additions or extension thereto) and any plant and equipment held at the direction and for the use of the Joint Committee in respect of the Serco Contract in full re-instatement value with an insurer of good repute;
- (c) to put and keep on foot such other insurances including public and employers liability insurance covering such insured risks, levels of cover and excesses as the Joint Committee acting reasonably consider prudent;
- (d) Subject to being fully and effectually indemnified by Wycombe and South Bucks in proportions to be agreed, to appoint existing staff or where agreed, to employ and remunerate additional staff at the direction and for the use of the Joint Committee, including the appointment or employment of the following Office Holders to provide administrative and financial support to the Joint Committee :-
- The Secretary; and
 - The Treasurer;
- (e) without prejudice to the generality of the foregoing, to provide or secure the provision of banking accountancy and audit facilities for the Joint

Committee in accordance with best practice for the public sector and to provide or secure the provision of legal advice;

- (f) at the direction and for the use of the Joint Committee (subject to the approval of the constituent Councils where necessary) to enter into contracts and agreements for works supplies and services; and
 - (g) to compile and publish any statistics or local or national performance indicators as the Lead Authority may be required by law to compile or publish in connection with any functions discharged for and on behalf of the Joint Committee.
- (ii) For the avoidance of doubt the insurance employment and other necessary and incidental cost and expenses directly or indirectly incurred by Chiltern in the performance of the lead authority responsibilities shall be apportioned between the Councils in proportions to be agreed.
 - (iii) Where Chiltern enters into agreements or contracts for works supplies and services at the direction and for the use of the Joint Committee it shall utilise and comply with its own procurement and audit procedures, including its adopted Contract and Financial Procedure Rules subject only to any reference therein requiring officers to report to or obtain the approval or consent of the Council or the Cabinet/Executive being construed as if it were a reference to the Joint Committee.

14 Senior Officer Management Board

- (i) In order to provide strategic level advice to the Joint Committee a Board shall be formed known as the Senior Officer Management Board which will consist of the Officers of the Councils with overall responsibility for municipal waste management functions.

- (ii) Members of the Senior Officer Management Board shall be entitled to appoint a standing deputy to act on their behalf in the event that they are unable to attend a meeting of the Board and thereon the standing deputy shall be entitled to attend that meeting only.
- (iii) The Chief Executives of Chiltern and South Bucks and Wycombe and the Section 151 Officers and Monitoring Officers of the Councils shall be entitled to attend meetings of the Senior Officer Management Board.
- (iv) The Secretary and Treasurer to the Joint Committee and the Waste Services Manager shall report to and be subject to the direction and control of the Senior Officer Management Board.

15 Withdrawal or Dissolution

- (i) South Bucks may withdraw from the Joint Committee on giving to the other Councils not less than 6 months prior notice in writing, such notice to expire on 31 March in any year PROVIDED THAT this Clause shall expire if a contract is awarded jointly by all three Councils;
- (ii) Neither Chiltern nor Wycombe may withdraw from the Joint Committee until the Serco Contract is terminated or expires, from which time until any award of a contract jointly by all three Councils, either Chiltern or Wycombe may withdraw from the Joint Committee on giving to the other Councils not less than 6 months prior notice in writing, such notice to expire on 31 March in any year.

16 Liabilities on Withdrawal

Should the Joint Committee be dissolved the Councils shall remain liable to pay or contribute their share of any previously agreed and committed expenditure.

17 Arbitration

All disputes or differences between the Councils concerning the interpretation or application of these Articles that cannot be resolved by mutual agreement shall be referred to an independent Arbitrator appointed by the parties or in default of agreement by the President for the time being of the Law Society. The Arbitration will be conducted in accordance with the Arbitration Act 1996 and the arbitrator will act as an expert whose award shall be binding on the parties.

18 Variations

Any variations to these Articles or the Terms of Reference set out in Schedule One shall be agreed by the Executive or Cabinet of each of the Councils and be recorded in writing.

IN WITNESS whereof the participating Councils have caused this Agreement to be executed as a Deed the day and year first before written

Schedule One

Terms of Reference

**THE CHILTERN, SOUTH BUCKS AND WYCOMBE JOINT
WASTE COLLECTION COMMITTEE****General**

A joint committee established by Chiltern District Council, South Bucks District Council and Wycombe District Council ("the Councils") to consider reports from the officers and advise the respective Cabinets of the Councils concerning the management of waste collection, recycling collection and street cleansing services and related services in the Councils' administrative areas

Membership, Chairmanship and Quorum

Number of Members	Six – an executive member from each Council with responsibility for waste management and one further member from each Council
Substitute Members Permitted	Executive Members have the right to appoint deputies by giving notice to that effect to the Secretary to the Joint Committee
Political Balance Rules apply	No
Appointments/Removals from Office	By a resolution of the Cabinet/Executive of the participating Councils
Term of Appointment	In respect of a member who is a Cabinet/Executive member, from the date of appointment to the date that they cease to hold office as a Cabinet/Executive member or cease to have portfolio responsibilities for waste related functions. For all other members their term shall begin on the date of appointment and continue for the term notified to the Secretary to the Joint Committee by the appointing participating Council (being not less than twenty four months in duration).
Restrictions on Membership	One appointee from each participating Council must be the Cabinet/Executive member with portfolio responsibility for waste related functions and the second

	appointee should be a non-Cabinet/Executive member. Non-Cabinet/Executive members should not be a member of an Overview and Scrutiny Committee whose terms of reference include the review and scrutiny of municipal waste management functions.
Restrictions on Chairmanship/Vice-Chairmanship	Appointments shall be for a maximum period of two years. The chairmanship and vice chairmanship shall rotate between the Councils.
Restrictions on Voting	All members of the Joint Committee (or in their absence their duly appointed deputies, provided the deputy is also a Cabinet/Executive member) shall have the right to speak and vote, PROVIDED THAT members of Chiltern and Wycombe shall not have a right to vote in respect of the Biffa contract and members of South Bucks shall not have a right to vote in respect of the Serco contract. The Chairman has a casting vote.
Quorum	Three – provided that an executive member from each Council is present
Number of ordinary meetings per Council Year	Minimum of three

Terms of Reference

To exercise the following duties and powers in relation to management and procurement of waste collection, recycling collection and street cleansing services and related services (but only to the extent unanimously delegated to it by the participating Councils in accordance with the terms of the Constitution of the Joint Committee):-

- (a) overall responsibility for the management and monitoring of contract/s for waste collection, recycling collection and street cleansing services and related services;
- (b) agreeing any changes to the scope of the management of such contracts;
- (c) making decisions on day to day operational issues, including approval of relevant expenditure;

- (d) recommending the Waste Services Manager's service plan and budget to the Councils
- (e) ensuring that the collective objectives of the Councils in relation to waste services are realised and implemented as agreed between them from time to time; and
- (f) providing a forum for the resolution of any disputes between the Councils in connection with the management of the Serco and Biffa Contracts;
- (g) overseeing the procurement, implementation and management of any replacement contracts in the future;
- (h) exercising any other functions in relation to municipal waste management from time to time delegated to it.

Delegations

Provided the participating Councils unanimously agree to the exercise by the Joint Committee of any function or activity falling within these Terms of Reference such function or activity is fully delegated.

Notes

Schedule Two

Joint Working Principles

- 1 Each Council will co-operate with and give reasonable assistance to each other to provide information and inputs efficiently and economically as is required to successfully develop and operate their municipal waste management functions.
- 2 Each Council will ensure that its Council Representative complies with the principles of the Project in order to achieve the Objectives set out below.
- 3 Each Council will provide to the Joint Waste Collection Committee or any auditor appointed by the Joint Waste Collection Committee any information that is required in respect of any audit or inspection carried out in relation to the Services.
- 4 The Councils will work together to overcome any conflicts between the various other contracts dealing with recycle.
- 5 The Councils are committed to making the strategic planning and development of the Services as transparent as possible to each other and to the public as a whole.
- 6 The Councils recognise the importance of consultation and liaison on issues concerning the Services and commit themselves to the principle of consultation in the widest sense, both with themselves and the community, on any significant issue which will impact upon those receiving waste related services within the Councils' administrative areas.
- 7 In the event of any retendering, each Council agrees to disclose such information relating to the Services as may be reasonably required for the purpose of conducting a due diligence exercise to any proposed new contractor its advisers and lenders.
- 8 The Councils agree that communications and media output will be in line with the Joint Communications Strategy as reviewed and agreed from time to time.

Objectives

- 9 The District Councils are members of the Waste Partnership for Buckinghamshire which includes Buckinghamshire County Council. The overarching 'vision' of the Partnership is to facilitate the effective planning and delivery of municipal waste management functions and services in Buckinghamshire.
- 10 The Councils will use innovative solutions to:
 - (a) meet or exceed local and national waste recycling targets (specified below)

- (b) offer the highest standards of customer satisfaction
- (c) meet or exceed environmental/ sustainability standards
- (d) keep costs to the local authorities to a minimum
- (e) deliver appropriate customer contact arrangements to support the services

The Common Seal of Chiltern

District Council was hereunto affixed
in the presence of:

Chairman

Chief Executive

The Common Seal of South Bucks

District Council was hereunto affixed
in the presence of:

Chairman

Director of Resources

The Common Seal of Wycombe

District Council was hereunto affixed
in the presence of:

Chairman

District Solicitor

