King George V House, King George V Road, Amersham, Buckinghamshire, HP6 5AW **Telephone:** 01494 729000 **DX**: 50711

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Website: www.chiltern.gov.uk **Email:** info@chiltern.gov.uk



TO: ALL MEMBERS OF COUNCIL

Dear Councillor

You are hereby summoned to attend the Meeting of the CHILTERN DISTRICT COUNCIL to be held in the Council Chamber, King George V House, King George V Road, Amersham on Tuesday, 10th January, 2017 at 6.30 pm when the business below is proposed to be transacted.

AGENDA

- 1 Evacuation Procedures
- 2 Minutes (To Follow)

To approve as a correct record and to sign the Minutes of the meeting of Council held on 15 November 2016.

- 3 Apologies for Absence
- 4 Declarations of Interest
- 5 Announcements

To receive any announcements from the Chairman, Cabinet Leader or the Head of Paid Service.

Chairman and Vice Chairman's Diary (To Follow)

6 Presentation from Paradigm Housing

To receive a presentation from Matthew Bailes (Chief Executive of Paradigm Housing)

Support Officer: Mathew Bloxham (01494 732143; email: mbloxham@chiltern.gov.uk)

7 To receive and consider reports and recommendations of Committees of the Council, in date order of the meeting: (Pages 5 - 14)

There are no reports or recommendations of Committees of the Council for this Council meeting

8 Cabinet Recommendations

To receive and consider the recommendations of the Cabinet for the meeting held on 13 December 2016 and to receive questions and answers on any of those recommendations in accordance with Rule 8 of the Procedural Rules.

9.1 Chiltern and Wycombe Joint Waste Collection Committee – Revised Constitution to include South Bucks (Pages 15 - 18)

Appendix: Draft JWCC Constitution (Pages 19 - 38)

10 Cabinet Reports

To receive and consider reports from the Cabinet Leader, Cabinet Members or Chairman of a Committee and receive questions and answers on any of those reports in accordance with Rule 9.1 of the Procedural Rules.

11 Questions

To receive questions and answers of the Cabinet Leader, Cabinet Members or Chairman of a Committee (if any) in accordance with Rule 9.2 of the Council Procedure Rules.

12 Questions Without Notice

To receive questions without notice from any Member of the Council to the Cabinet Leader, Cabinet Members or Chairman of a Committee (if any) in accordance with Rule 9.1 of the Council Procedure Rules.

13 Petitions

To receive petitions and/or deputations from members of the public including provisions allowing members to ask questions of clarification at the discretion of the Chairman and restrictions on deputations covering the same subject or by the same speakers.

Petitions to be presented to Council on 10 January 2017:

- Stop plans to build homes on Green Belt at Lye Green Nr Chesham
- Objections to the use of Green Belt land

14 Joint Arrangements and Outside Organisations

To receive reports about and receive questions and answers relating to any joint arrangements or external organisations.

- 15 Motions (if any)
- 16 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 it involves 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.

Bob Smith Chief Executive

If you would like this document in large print or an alternative format please contact 01494 732145; email democraticservices@chiltern.gov.uk

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

1. Purpose of Report

The Cabinet at the meeting held on 13 December, considered a revised constitution for the Chiltern and Wycombe Joint Waste Collection Committee (JWCC) to include South Bucks now that waste issues are dealt with by one joint team for all three Districts. The Council is therefore asked to agree that the Council's Constitution be updated to reflect the changes to the Constitution and Terms of Reference of the JWCC, subject to agreement from each proposed constituent member authority.

RECOMMENDATION

That, if the Constitution and Terms of Reference are amended, the Council is recommended to update the Council's Constitution to reflect the agreed changes.

2. Reasons for Recommendations

The Cabinet at the meeting held on 13 December agreed to the recommendation to extend the membership of the JWCC to allow for the most efficient management of the current waste contracts and thereby enable consideration to be given to a possible future joint procurement involving all three authorities. The Council is therefore asked to agree that the Council's Constitution is updated to reflect the changes to the JWCC's Terms of Reference and Constitution.

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.

10 January 2017

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	None
Papers:	

DRAFT \	/2
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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:-

- (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-	Appointments shall be for a maximum period
Chairmanship	of two years. The chairmanship and vice
	chairmanship shall rotate between the
	Councils.
Restrictions on Voting	All members of the Joint Committee (or in
3	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	Minimum of three
Year	

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

- 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.
- The Councils will work together to overcome any conflicts between the various other contracts dealing with recyclate.
- 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.
- 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.
- 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.
- 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
	Seal of Chiltern
District Coun in the presence	cil was hereunto affixed se of:
·	
	Chairman
	Chairman
	Chief Executive
	Seal of South Bucks cil was hereunto affixed
in the presenc	re of:
	Chairman
	Chairman
	Director of Resources
	Seal of Wycombe
in the presence	cil was hereunto affixed se of:
	Chairman
	District Solicitor