

# Public Document Pack

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Lichfield, Staffordshire WS13 6YU**

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Friday, 24 November 2023

Dear Sir/Madam

## **TAMWORTH AND LICHFIELD JOINT WASTE COMMITTEE**

A meeting of the Tamworth and Lichfield Joint Waste Committee has been arranged to take place **MONDAY, 4TH DECEMBER, 2023 at 6.00 PM IN THE COMMITTEE ROOM** District Council House, Lichfield to consider the following business.

Access to the Committee Room is via the Members' Entrance.

The meeting will be live streamed on the Council's [YouTube channel](#)

Yours faithfully

A handwritten signature in cursive script that reads 'Kerry Dove'.

Kerry Dove  
**Chief Operating Officer**

**To: Members of Tamworth and Lichfield Joint Waste Committee**

Councillors Pullen, M Wilcox and Jay



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## AGENDA

1. **Appointment of Chair**

To appoint a committee Chair for the 2023/2024 municipal year.

2. Apologies for Absence

3. Declaration of Interest

4. Minutes of the Previous Meeting

3 - 6

5. **Joint Waste Committee Structure**

7 - 24

*(Appendix B to follow)*



# Public Document Pack Agenda Item 4

## TAMWORTH AND LICHFIELD JOINT WASTE COMMITTEE

21 NOVEMBER 2022

### PRESENT:

Councillors Doyle, Pullen and E Little

### 1 APPOINTMENT OF CHAIR

Councillor Stephen Doyle was elected as chair for the remainder of the municipal year.

### 2 APOLOGIES FOR ABSENCE

Apologies were received from Councillor Jeremy Oates.

### 3 DECLARATIONS OF INTEREST

There were no declarations of interest.

### 4 MINUTES OF THE PREVIOUS MEETING

Minutes of the previous meeting, held on 22 November 2022, were taken as read and approved.

### 5 CHRISTMAS CATCH UP PLAN

The report was presented by Sharna Quirke (Interim Assistant Director Operations, Regulations & Enforcement). Members raised concerns about the potential of Lichfield residents waiting 17-18 days for recycling collection over the Christmas period. Ms Quirke assured the committee that there were contingencies in place with staff were on standby to work the additional Monday, though this comes with related overtime and pay. Additional support was being sought from the tipping sites, which have agreed to extend their opening hours. Members also expressed a desire to see more than one option presented for decision in subsequent reports.

**RESOLVED:** Members approved the Christmas Collections Catch Up Plan for the Joint Waste Service.

### 6 JOINT WASTE SERVICE PROJECTS

Mr Fletcher explained to the committee that the initial rollout of dual stream recycling had encountered some challenges. The Chief Executives of both authorities had subsequently held discussions in order to put forward a proposal, with key priorities for the service and would look for feedback.

These discussions included questions about strategic capacity. Ms Quirke was identified as part of the additional strategic capacity. Steven Forster, who recently undertook the review into dual stream recycling, was also highlighted as helping to identify additional strategic capacity.

Mr Fletcher confirmed that questions around the depot size will be dependent on decisions regarding food waste. Members noted that the issue of food waste was not going to disappear, and all options need to be on the table. When discussing timescales, Mr Fletcher highlighted the importance of the fleet review, noting that a lack of clarity on this by March 2023 would present serious issues.

**RESOLVED:** Members noted the Joint Waste Service Projects Action Plan.

## **7 DUAL STREAM RECYCLING SERVICE UPDATE AND PERFORMANCE DATA**

The report was presented by Ms Quirke. She informed the committee that the target of 8.5 crews per day on average had been tasked as a priority earlier that day. She hoped a robust solution would be in place by January. Ms Quirke also informed members that letters would be written to the specific households that had seen a number of rejected bins.

In response to member questions about service performance, the possibility of a civic campaign to raise awareness of recycling and resident contribution was suggested to the committee. It was noted that there is useful data that the service does not currently utilise that could be incorporated into this campaign. The reduction of total tonnage compared to last year was noted as being in line with national trends, although there was appetite to examine this further.

Members questioned if the budget forecast was now presenting a pessimistic estimate and if so, was there budgetary room for additional recycling officers. Simon Fletcher (Chief Executive, Lichfield District Council) confirmed this was a very conservative estimate and asked Ms Quirke to examine the profiling of the end of year budget.

**RESOLVED:** Members noted the update on the performance of the Dual Stream Recycling Service.

## **8 BUSINESS PLANNING**

Members asked to look at the structure of the Joint Waste Board and how it operates, noting that it was essentially an operational committee. Members suggested that there should be a realignment of member and officer responsibilities, with the focusing on strategic horizon scanning whilst officers focus on operational matters.

Andrew Barratt (Chief Executive, Tamworth Borough Council) explained that the Joint Waste Committee was essential for the function of the joint service when it was first established. However, other practices such as Building Control utilise a 'Management Board' that allows for member oversight of operational matters. Mr Barratt suggested this as a possible alternative, pending an examination of the Joint Waste Board Constitution to accommodate such a change.

**RESOLVED:** Members agreed to consider changes to the operation of the Joint Waste board at the next committee meeting.

(The Meeting closed at 6.30 pm)

CHAIRMAN

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## JOINT WASTE COMMITTEE STRUCTURE

Cabinet Member for: Waste and Recycling (Lichfield), Portfolio Holder for Operations and Finance (Tamworth)

Date:	Monday 20 <sup>th</sup> November 2023
Agenda Item:	5
Contact Officer:	Will Stevenson (Governance)
Tel Number:	01543 308199
Email:	William.Stevenson@lichfielddc.gov.uk
Key Decision?	NO
Local Ward Members	



Lichfield District Council and Tamworth Borough Council

## LICHFIELD & TAMWORTH JOINT WASTE COMMITTEE

### 1. Executive Summary

- 1.1 Examination of the legal and legislative requirements for the establishment of a new 'Management Board' in place of the existing Joint Waste Committee.

### 2. Recommendations

- 2.1 That the Cabinet members consider how they wish to define the desired changes and delegations for a new management board style arrangement.
- 2.2 That if a new arrangement is agreed, the outcome of these discussions be presented to their respective Cabinet for approval. Constitutional amendments are subsequently passed by full council at both authorities.

### 3. Background

- 3.1 The 'Lichfield and Tamworth Waste Collection Services Joint Committee' was established in 2010 for the purposes of Section 101 of the Local Government Act 1972 and the Local Authorities (Arrangement for the Discharge of Functions) (England) (Amendment) Regulations 2001. This allowed the authorities to operate a shared waste collection service with the oversight of elected members from both councils.
- 3.2 At the Monday 21st November 2022 meeting, the Joint Committee requested a realignment of member and officer responsibilities. It was noted that the Joint Committee was focusing a considerable amount of time on operational matters rather than strategic horizon scanning. A structure that delegated operational matters to officers in the Joint Waste service area was deemed preferable. Minutes of the 21/11/2022 meeting were discussed as an earlier agenda item.
- 3.3 The committee highlighted the use of a 'Management Board' by Building Control that allows for member oversight of operational matters. This was suggested as a possible alternative, pending an examination of the Joint Committee constitution to accommodate such a change.
- 3.4 An arrangement that allows for greater efficiencies is desired, with less of a burden on member and officer time. These resources could provide a more responsive and effective service for residents, able to quickly respond to issues outside the confines of the current committee arrangement.
- 3.4 The Joint Committee has a separate specialised constitution (APPENDIX A). A review of the Joint Committee constitution was conducted, with legal advice received from South Staffordshire Legal Services. The Land Charges Partnership Agreement 2015 (APPENDIX B) that originally established what would become the Building Control 'Partnership Advisory Board' was also reviewed alongside this.

- 3.5 The review concluded that both agreements are based on similar legal foundations, arising from Section 101 of the Local Government Act 1972, with similar aims of allowing the authorities involved to collaborate on a shared service. As the Land Charges ‘Partnership Advisory Board’ was later utilised in the Building Control Shared Service Agreement 2019, there should be no obvious legal obstacles to adapting the Joint Committee in a similar way. There is no need to abolish the current Joint Committee in its entirety. Instead, cabinet can be requested to rename the Joint Waste Committee as a ‘Joint Waste Management Board’ and approve any new arrangements.
- 3.6 Cabinet members would now engage with the lead officers of the service area to define the shape of this new arrangement. As this is an executive function both authorities would need to take a report back to their respective Cabinets, setting out the changes that are proposed. It will be for Cabinet to consider and re-designate the functions that it wishes service area officers to undertake. Following this, the Constitutions of both councils will need to be amended at Part 2 and Part 3 to reflect the changes made.
- 3.7 The outcome of the discussions in 3.6 would determine which aspects from the existing Joint Committee constitution need to be reflected in any new arrangement.

Alternative Options	<ol style="list-style-type: none"> <li>The existing Joint Committee arrangements could remain in place.</li> <li>The authorities could dissolve the shared service and seek to procure domestic waste collection separately.</li> </ol> <p>At present these alternatives are not the expressed wish of the committee.</p>
Consultation	<ol style="list-style-type: none"> <li>This review was conducted in consultation with South Staffordshire Legal Service to identify appropriate options. Any changes to the Joint Committee that arise from this should be done in consultation with the service area.</li> </ol>
Financial Implications	<ol style="list-style-type: none"> <li>Assurances were received from the legal service that the proposed changes to the name and delegations of the Joint Waste Committee does not cause any procurement issues or present a renewed risk of challenge; it is still firmly within the s.101/s.20/Functions Regulations legal basis for discharge of functions.</li> <li>As a management board there may be the opportunity to meet remotely, generating savings on the costs of meeting venue/lighting/heating, etc.</li> </ol>
Approved by Section 151 Officer	Yes
Legal Implications	<ol style="list-style-type: none"> <li>Each Partner Council has a duty under section 43 of the Environmental Protection Act to execute the requirements of that Act and to provide domestic waste collection in its administrative area. At present, this is achieved by the existing Joint Committee arrangement, entered into under Section 101 of the Local Government Act 1972 and the Local Authorities (Arrangement for the Discharge of Functions) (England) (Amendment) Regulations 2001 made under Section 20 of the Local Government Act 2000 (the Act)</li> <li>Further action that involves any substantive changes to the structure of the Joint Committee must be approved by Cabinet.</li> </ol>
Approved by Monitoring Officer	Yes
Contribution to the Delivery of the Strategic Plan	<ol style="list-style-type: none"> <li>Shaping Place – ensuring an efficient and responsive governance framework for the Joint Waste service to meet the goal of keeping the district ‘clean, green and safe’.</li> </ol>



	2. A Good Council – designing an arrangement that is responsive and customer focused, able to quickly respond to issues outside the confines of the current committee arrangement.
Equality, Diversity and Human Rights Implications	1. Not applicable.
EIA logged by Equalities Officer	Yes/no* Equalities Officer confirmed not required.
Crime & Safety Issues	1. Not applicable.
Data assessment	1. Not applicable – options for committee restructure will not impact any ward/customer group/demographics, or data.
Environmental Impact (including Climate Change and Biodiversity).	1. Councils are required to provide domestic waste collection under section 43 of the Environmental Protection Act. Restructuring the committee should have no impact whilst this requirement is adhered to. 2. Flexibility in the frequency and ability to convene meetings could reduce the carbon output of transporting committee members and officers to the regular meeting venue.
GDPR / Privacy Impact Assessment	1. Not applicable.

	Risk Description & Risk Owner	Original Score (RYG)	How We Manage It	Current Score (RYG)
A	That the arrangements do not function in an equitable and balanced way or create uncertainty for the provision of waste services.	Likelihood Yellow (material) and Impact Assessment. Yellow (material)	Clearly define the balance of responsibilities and decision-making mechanisms through a clear constitution agreement. Include provisions	Likelihood Green (tolerable) and Impact Assessment. Green (tolerable)
B	Public discontent due to a lack of transparency following the removal of publicly attended committee meetings.	Likelihood Yellow (material) and Impact Assessment. Yellow (material)	Produce clearly defined decision notices for board meetings, confirming the details of what was discussed and agreed upon. Elected members are required at the meetings to guarantee a level of democratic accountability.	Likelihood Green (tolerable) and Impact Assessment. Green (tolerable)
C				
D				
E				

<ul style="list-style-type: none"><li>• (Appendix A) Constitution of the Lichfield and Tamworth Waste Collection Services Joint Committee</li><li>• (Appendix B) Southern Staffordshire Land Charges Collaboration Agreement</li></ul>	<b>Background documents</b> Any previous reports or decisions linked to this item
N/A	<b>Relevant web links</b> Any links for background information which may be useful to understand the context of the report

## ~~Appendix C~~

### **Constitution of the Lichfield and Tamworth Waste Collection Services Joint Committee**

#### **1. TITLE AND LEGAL POWERS TO CONSTITUTE**

1.1 The committee shall be known as the “Lichfield and Tamworth Waste Collection Services” referred to in this Constitution as the “Joint Committee”

1.2 *Each Partner Council has a duty under S 43 of the Environmental Protection Act to execute the requirements of that Act and to provide domestic waste collection in its administrative area*

1.3 The Partners have agreed to form a Joint Committee for the purposes of Section 101 of the Local Government Act 1972 and the Local Authorities (Arrangement for the Discharge of Functions) (England) (Amendment) Regulations 2001 made under Section 20 of the Local Government Act 2000 (the Act) and the Executives of those parties acting under Executive arrangements under the Act wish to enter into this Agreement and Constitution

1.4 Each of the partner councils has delegated responsibility for this Constitution, and any future amendments to it, to its Cabinet/Executive for approval and it has been (will be) adopted by each such Partner Council committing that Council to membership of the Joint Committee and to the terms and conditions of this Constitution

1.5 The membership of the Joint Committee and the delegation of functions to be Joint Committee shall be included in the Constitutions of each individual Partner Council

#### **2. OBJECTIVES AND MEMORANDUM OF AGREEMENT**

2.1. The Members of the Joint Committee wish to operate a shared waste collection service in order to achieve a sustainable and competitive service offering opportunities for enhanced services and economies of scale

2.2. The Partner Councils intend to:-

2.2.1. Work together to provide a single shared service for the delivery of waste collection services in their Joint Areas

2.2.2. Oversee, monitor, manage and develop the joint arrangements to ensure the successful establishment of the shared service

2.2.3. Seek to enhance and improve the services offered

2.2.4. Seek to improve and sustain performance standards and cost effectiveness of services provided by the Partners to the residents across their Joint Areas

2.2.5. Explore all options for the service delivery of the waste collection activities. To determine the option which, for, the activity concerned secures best value to each of the

Partner Councils and to the Council Tax payers of their Joint Areas

- 2.2.6. Ensure that in any option appraisal conducted under paragraph 2.2.5 above full consideration is given to the impact, (financial and non financial), on employees and other services of each of the partner Councils and that these are made known to, and accepted by, each Partner Council (Cabinet or Executive as delegated) before any action is taken to implement any further options
- 2.2.7. Be bound by the principles of Best Value and to maximise the opportunities under the power to promote the environmental, social and economic well being in all matters related to waste collection services implementation and management
- 2.2.8. Consider any other activities in accordance with the general scope of responsibility provided it continues to promote, develop or secure the role of the Joint Committee in waste collection services implementation and management to the benefit of residents and businesses for their Joint Areas
- 2.2.9. Work together in a spirit of mutual trust, support and respect, and to ensure that when difficulties or differences of opinion arise they are addressed quickly, honestly and openly.
- 2.2.10. Share in a fair and equitable manner the costs and work included in achieving the objectives  
And for that purpose have entered into the Memorandum of Agreement by which a partnership for delivery of the shared service has been established and shall establish and maintain a Joint Committee with the membership, powers, duties and responsibilities set out in this Constitution

### **3. DEFINITIONS**

The following definitions apply to this Constitution including Schedules 1 & 2 thereof:-

3.1 “Adopted Business Plan” has the meaning given in paragraph 9.3

3.2 “the agreed proportions” means the method of apportioning costs to partner authorities

3.3 “Chair” and “Vice-Chair” means the Joint Committee Members appointed as Chair and Vice-Chair respectively further to paragraph 6.2

3.4 “waste collection services” means the statutory and discretionary services described in Appendix 1

3.5 “Business Plan”, “Annual Action Plan”, “Draft Rolling Business Plan”, “Draft Annual Action Plan” and “Adopted Business and Action Plan” have the meanings given in paragraph 9.0

3.6 “Functions” means the functions of the Joint Committee set out in paragraph 4 of this Constitution

3.7 “Joint Committee Members” means a person appointed to the Joint Committee under paragraph 5

3.8 “Joint Areas” means all of the administrative areas of the Partner Councils as one whole

3.9 “Lead Member” means the elected portfolioholder of the executive of each of the Partner Councils

3.10 “Lead Officer” means the chief officer for waste collection Services for the Authority

3.11 “Memorandum of Agreement” means the agreement between the Partner Councils a copy of which is attached as Annex 1

3.12 “Objectives” means the objectives of the Joint Committee set out in paragraph 2

3.13 “Partner Council” and “Partner” means the Councils who’s elected Members have voting rights on the Joint Committee as detailed in paragraph 5.1.1. “Partners” means the Partner Councils collectively

3.14 “Role of the Joint Committee Member” is as specified in paragraph 9

3.15 “Secretary” means the officer designated for the purposes of paragraph 7

3.16 “Special Meeting” means a meeting convened under paragraph

3.17 “The Joint Committee” means Lichfield District Council and Tamworth Borough Council shared service for Waste Collection

3.18 “Voting Member” means any Joint Committee Member, or their Substitute Member

#### **4. FUNCTIONS**

The functions of the Joint Committee are:-

- 4.1. Agree the strategies, policies and activities contained in the Approved Business and Annual Action Plans and in so doing oversee the development of the Business and Action Plan and ongoing business case
- 4.2. Make recommendations to the Partner Councils to secure resources as required to meet the Objectives
- 4.3. Keep under review the waste collection services offered by the shared service
- 4.4. Ensure that it keeps abreast of legislative change or likely or impending legislative change and/or direction of statutory and non-statutory guidance from Central Government.
- 4.5. To approve, for consideration of the Partner Councils, the Draft Rolling Business Plan and Annual Action Plan, and to ensure the implement the Approved Business and Actions Plans
- 4.6. Ensure that there is in place an appropriate exit strategy and that appropriate post implementation reviews are conducted
- 4.7. To commission research and public opinion surveys into matters relevant to the Objectives
- 4.8. To develop proposals for the future development of waste collection services (to be included for consideration in the Draft Rolling Business Plan)
- 4.9. To develop proposals on how the Partner Councils can discharge their waste collection liability, to promote and/or improve the economic, social and environmental well-being in their Joint Areas and contribute to the achievement of sustainable development.

## 5. COMPOSITION

The composition of the Joint Committee are as follows:-

### Membership

5.1 The membership of the Joint Committee shall be as follows:-

5.1.1 Partner Councils (each with voting rights for each elected Member) -

Tamworth Borough Council	<ul style="list-style-type: none"> <li>• Council Leader or nominated deputy</li> <li>• The Portfolio Holder with responsibility for Waste Management or nominated deputy</li> <li>• The Chief Executive or nominated deputy (Advisory Capacity)</li> <li>• The Chief Officer with responsibility for Waste Management or nominated deputy (Advisory Capacity)</li> </ul>
Lichfield District Council	<ul style="list-style-type: none"> <li>• Council Leader or nominated deputy</li> </ul>

	<ul style="list-style-type: none"> <li>• The Portfolio Holder with responsibility for Waste Management or nominated deputy</li> <li>• The Chief Executive or nominated deputy (Advisory Capacity)</li> <li>• The Chief Officer with responsibility for Waste Management or nominated deputy (Advisory Capacity)</li> </ul>
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5.2 The terms of office of a Joint Committee Member and any substitute shall be normally reflect the political election cycle of each partner Council, provided that for the duration of that period they remain member of the appointing Authority/Body and have been appointed by that Authority/Body to be or remain a Member of the Joint Committee. Each Partner Council shall nominate the name and contact details of their appointed Member (and Substitute Member, if appointed), of the Joint Committee. Authorities or bodies in membership of the Joint Committee may change their appointed Joint Committee member or Substitute at any time provided that written notice is given, taking effect upon receipt

5.3 The Partner Council shall, as far as possible, ensure that the person appointed has the skills and qualities required to fulfil the role of a Joint Committee Member

5.4 Each of the Partner Councils may send appropriate Officer(s) to meetings of the Joint Committee to support their Joint Committee Member

5.5 Substitute members shall be allowed

### **Voting Rights and Voting Procedures**

5.6 Each of the Joint Committee Members (or Substitute Members as appropriate) of the Partner Councils shall have one vote on any issue before the Joint Committee for determination.

Decision shall be made through simple majority voting

5.7 All voting shall be by a show of hands, unless the provisions of paragraph 5.8 below apply

5.8 Recorded votes shall be taken if requested by any Voting Member. Similarly any such voting member shall have the right to have the way he/she voted (or abstained) recorded in the minutes

## **6. MEETINGS AND CHAIRING OF MEETINGS**

6.1. The Joint Committee shall meet at least four times a year.

Other meetings may be called as necessary with the agreement of the Chair. The meeting venue will alternate between each of the partner Councils, and shall be agreed annually.

6.2. The Chair may summon a Special Meeting of the Joint Committee at any time. A Special Meeting shall also be summoned on the requisition in writing of not less than two Voting Members, and shall specify the business to be considered at the Special Meeting. Within five (5) working days of receipt of

such a request, arrangements for the Special Meeting should be made to be held in accordance with the timetable in paragraph 6.6 below

- 6.3. The Chair and Vice-Chair of the Joint Committee shall rotate automatically annually between the Partner Councils. The Member appointed to the office of Chair or Vice-Chair shall be a Voting Member of the Joint Committee
- 6.4. The quorum for the Joint Committee shall be two Voting Members (one from each partner Council)
- 6.5. A printed copy of the agenda for each meeting and (except for the initial meeting) the minutes of the previous meeting, shall be despatched by the Secretary (unless it is an adjourned meeting), at least seven working days before such meeting to each Joint Committee Member and Substitute Member and Officer Group representative. The summons shall contain notice of all business, except urgent business, which is in the ordinary course, or by direction of the Chair, required to be brought before the Joint Committee. In the case of a matter requiring urgent attention the Chair at his/her absolute discretion may agree to a meeting of the Joint Committee being convened with less than seven working days notice (but not less than three working days)
- 6.6. Meeting of the Joint Committee will be open to the public and press, except during consideration of items containing confidential or exempt information within the meaning of the Local Government Act 1972 (as amended)
- 6.7. Minutes of the Joint Committee shall be available to the public and press as though they were minutes of a meeting of a Partner Council
- 6.8. The Chair will invite any person to attend a meeting of the Joint Committee for the purpose of making a presentation, or participating in discussion, on any item relevant to the Joint Committee's functions, where that person is able to provide a professional or commercial viewpoint, which the Chair considers would be of assistance to the Joint Committee

## **7. SECRETARY**

- 7.1. The joint committee shall provide an Officer who will act as Secretary to the Joint Committee and, either through that Officer or another Officer, legal advisor the Joint Committee. This is to be shared equally between each of the partner Councils, and each of the partner Council's Chief Executive will nominate an Officer to act as secretary.
- 7.2. The responsibilities of the Secretary in respect of the business of the Joint Committee shall be as follows:-
  - 7.2.1. To make all necessary arrangements for the convening of meetings;
  - 7.2.2. To ensure the provision of any necessary advice on the technical, legal and, subject to the provision of paragraph 9.4 below, financial implications, of matters under consideration;
  - 7.2.3. To bring attention to relevant matters which merit consideration;
  - 7.2.4. To take and maintain minutes of meetings, and to advise the Chair so as to ensure that business at meetings is conducted in accordance with legal requirements;
  - 7.2.5. To manage and co-ordinate the day to day affairs of the Joint Committee and its administrative support



## **8. ROLE OF A JOINT COMMITTEE MEMBER**

The responsibilities of a Joint Committee Member are as follows:-

8.1 To be committed to, and act as a champion for the achievement, of the Objectives

8.2 To be a good ambassador for the Joint Committee

8.3 To attend Joint Committee meetings, vote on items of business and make a positive contribution to the achievement of the Objectives

8.4 To remain acquainted with emerging technologies and processes in the area of waste collection services

8.5 To act as an advocate for the Joint Committee in seeking any necessary approval of their Authority to the Draft Business Plan and Annual Action Plan

## **9. ROLLING BUSINESS PLAN AND ANNUAL ACTION PLAN**

9.1. The Joint Committee shall consider and agree a rolling Business Plan to suit each Councils financial budget, with a business plan. This will include SMART (specific, measurable, achievable, realistic and timed) targets.

9.2. The Draft rolling Business Plan shall be prepared each year and shall set out in the Draft Annual Action Plan (the strategy for the achievement of the Objectives over the following full twelve month period commencing on the 1 April). It will specify the activities to be undertaken, and arrangements to be entered into, in support of that strategy, together with a full assessment of the short and long term financial, resource, service, legal and (where appropriate) contractual implications for the Joint Committee and each Partner Council.

9.3. The Draft rolling Business Plan and the Draft Annual Action Plan shall be considered by each of the Partner Councils with a view to giving it its approval. On being approved by all of the Partner Councils the Draft rolling Business Plan and the Draft Annual Action Plan shall become the Adopted Business and Annual Action Plan. A Partner Council may approve the Draft Business Plan and/or Annual Action Plans subject to a reservation in respect of any particular matter that it has concerns with. Where approval is given subject to such reservation, the issue concerned will be considered again by the Joint Committee before deciding whether or not to include that matter, with or without amendment, in the Adopted Business and Action Plan. The position of the Partner Council(s) which continue to have an unresolved reservation about an issue will be as set out in clause 11.6 below.

9.4. The Joint Committee may consider and propose to the Partner Councils amendment(s) for approval to the Adopted Business and/or Annual Action Plan, where necessary to accommodate unforeseen circumstances, which

have arisen which would assist the Joint Committee in achieving the Objectives

## **10. BUDGETARY ARRANGEMENTS/DELEGATED FUNDS**

- 10.1. The Partner Councils shall share the assets and liabilities of the Joint Committee in the agreed proportions, which will be based upon the number of households contained within each partner council represented as a proportion.
- 10.2. On cessation of the joint arrangements, the assets and liabilities will be distributed between the Partner Councils on the basis of the exit arrangements contained in the memorandum of agreement
- 10.3. By adopting the rolling Business Plan and Annual Action Plan each Partner Council individually will (subject to the provisions of paragraph 11.5 below) be deemed to have accepted the financial implications for it of the actions, activities and projects as set out within those Plans and shall be deemed to have delegated to the Joint Committee authority to implement those actions, activities and projects to the financial limit set out in those Plans. Other than through these processes and subject to the provisions of 10.6 below neither the Joint Committee nor a Lead Authority is able to commit any of the Partner Councils to any actions, financial provision or acceptance of any liability (one-off or ongoing, financial or otherwise)
- 10.4. If a Partner Council only adopts the Draft rolling Business Plan and Annual Action Plan subject to a reservation in respect of any particular matter(s) (as provided for in paragraph 10.3) then, unless and until it specifies to the contrary, that Partner Council will be deemed not to be committed in any way to accepting any responsibility (financial or otherwise) for that specific matter(s). If the action, activity or project is nevertheless agreed by the Joint Committee to proceed it shall not be allowed to proceed until each of the other Partner Councils has accepted any increased responsibility (financial or otherwise) that is implied by the matter proceeding other than by the acceptance of all of the Partner Councils
- 10.5. No authority is delegated to the Joint Committee to approve actions, activities or projects which have financial implications (capital or revenue, one-off or ongoing) in excess of previously approved partner budgetary contributions. Any spending in excess of these approvals would require an explicit resolution of each of the Partner Councils responsible for meeting such costs
- 10.6. Nothing in paragraph 10.5 above shall prevent the Partner Councils, or any or some of them, from delegating the responsibility for other matters relating to waste collection services to the Joint Committee on the terms (financial and non-financial), agreed at the time of the resolution to delegate the said matter(s)
- 10.7. The Joint Committee is not a body corporate and accordingly it cannot either employ people or let a contract(s) directly in its own name
- 10.8. Subject to agreement by the joint Committee, whenever a contract is to be entered into that contract will be let by one of the Partner Councils (to be determined at the time of deciding to let a contract) as Lead Authority. That Partner Council's Procurement Strategy, Financial and Contract Procedure

Rules will be followed in the procurement processes. The other Partner Councils which have agreed to the contract being let will be jointly and severally liable with the Council letting the contract for the costs and other matters relevant to that contract.

## **11.. SCRUTINY ARRANGEMENT**

11.1 The functions of the Joint Committee shall be subject to the Scrutiny arrangements of each Partner Council

11.2 The Joint Committee, its Member and its Officer advisors, shall fully co-operate with the relevant Scrutiny Committee of any of the Partner Councils

11.3 The Overview and Scrutiny Procedural Rules adopted by each Partner Council's Constitution respectively shall apply

## **12. URGENT MATTERS**

12.1. Subject to paragraph 12.2 this paragraph applies where the best interests of the Joint Committee require that action should be taken, or a decision made, on a matter which would normally fall to be considered by the Joint Committee in the exercise of its functions, but where such best interests would be compromised by the action, or decision, being deferred until the next meeting of the Joint Committee. In such cases the two portfolio holders (one for each authority) are authorised to take such action or decision, following consultation with the Chair of the Joint Committee. Any such action taken shall be reported to the next meeting of the Joint Committee, subject to each Councils own process for dealing with urgent business.

12.2. Paragraph 12.1 does not apply to decisions which create a contractual commitment which, if need to be determined on an urgent basis, shall be determined by a meeting of the Joint Committee convened with not less than five (5) working days notice rather than in accordance with paragraph 6.6 above.

## **13. CONDUCT AND EXPENSES OF MEMBERS**

13.1 All Joint Committee Members shall observe at all times the provisions of the Code of Conduct adopted by their Authority

13.2 Each Partner Council shall be responsible for meeting any expenses to which any Joint Committee Member (or their Substitute Member) or Officer appointed by them, as their representative, is entitled as a result of their attendance at duly authorised meetings

## **14. LIABILITIES OF JOINT COMMITTEE MEMBERS**

14.1 Joint Committee Members have the same responsibilities and liabilities as those which apply when sitting on other committees and bodies as appointed representative on behalf of their Authority. Where contractual arrangements are authorised by the Joint Committee any liabilities arising under those arrangements will rest with the Partner councils. Indemnification for any liabilities which do arise is a matter between the Joint Committee Member and their Partner Council. It is noted that under Section 101 of the Local Government Act 2000, the Secretary of State may by order make provision conferring power to local authorities to provide indemnities to some or all of their Members and Officers

## **15. PRESS AND PUBLIC RELATIONS**

15.1 The Joint Committee shall have power to issue such press releases and carry out such further publicity as it deems necessary for the furtherance of the objectives, including the dissemination of information relating to the objectives, functions and workings of the Joint Committee, and any action taken or proposed to be taken for the benefit of the residents and/or businesses of the Joint Areas and other stakeholders. Such releases are to be agreed by all parties subject to their usual processes for agreeing press and communications.

## **16. DISPUTE RESOLUTION**

16.1 In the event of a dispute which cannot be resolved by the Joint Committee the matter(s) concerned shall, before any other remedy is sought, be referred to a Joint Meeting of the Joint Committee with the Cabinet/Executive Members of the Partner Councils

## **17. ADDITIONAL PARTNERS**

17.1 The Partner Councils may agree to the inclusion of one or more additional Councils joining the joint arrangements.

## **18. CESSATION OF MEMBERSHIP**

18.1 Any of the Partner Councils may withdraw from membership of the Joint Committee by giving eighteen months notice in writing to the Secretary

18.2 In the event of a Partner Council(s) withdrawing from membership of the Joint Committee as provided for in paragraph 21.1 above, then the provisions for withdrawal in the memorandum of agreement shall apply to the withdrawal and in respect of any contractual obligations or other financial commitments entered into on behalf of the Joint Committee whilst that Partner Council was

a member of the Joint Committee and to which they were a party, the Partner Council concerned shall:-

18.2.1 Continue to meet its share of the financial commitment or otherwise meet its part of the contractual obligations until the conclusion of the commitment or obligation as provided for in the contract or other documentation setting out the commitment or obligation

18.2.2 Continue to be responsible for its part of any other liabilities relating to those contractual obligations or financial commitments

18.2.3 Be entitled to receive its fair share of any assets held by or on behalf of the Joint Committee as at the date of their withdrawal from membership but (unless the remaining Partner Council at their sole discretion to “buy-out” and financial compensate the withdrawing Partner in respect of the said assets) only when those assets are realised by the remaining members of the Joint Committee

18.2.4 Meet any employment related costs incurred on behalf of the Joint Committee which emanate solely from that/those Partner Council(s) decision to withdraw from membership of the Joint Committee

## 9. ACCESS TO INFORMATION

19.1 The freedom of information regulations shall apply to the Joint Committee's business.

Appendix E

Tamworth and Lichfield Joint Waste Service  
Risk Register Version 12  
28<sup>th</sup> October 2009

Category	Risk	Likelihood	Impact	Resultant score	Countermeasure	Mitigated likelihood	Mitigated Impact	Resultant Score	Responsibility
Operational & Service Delivery	That the operational Planning is not sound for the single stream or the green waste flexed service. This would reduce savings that could be made.	2	4	8	Lichfield and Tamworth managers with experience of several service changes for waste in both authorities have together prepared the operational plans. Data from the Lichfield Trial has validated this planning.	1	4	4	Project Team NH/TH
	Key Staff absence/leaving	2	3	6	Careful planning of resources, accessible records, clear and open communication within the project team	2	2	4	AB/RP
	Staff Morale damaged leading to poor service delivery for the new entity. Challenge from unions.	2	3	6	Close liaison with Unions and Union reps at appropriate times. Monthly meetings with Unison have been arranged and project paperwork shared with them. Clear communication about the project as the changes are approved by Members.	1	3	3	Project Team AB/RP
	Changes to support services not managed well enough to ensure a smooth transition of service.	2	3	6	The project plan has more than adequate time built in to plan for a smooth transition and some dual running of services if necessary.	2	2	4	Project Team AB/RP

	Current dry recycle disposal contract in dispute, resulting in a contractual issue that interrupts use of the Greenstar site	2	4	8	Open and honest discussion with Greenstar to avoid any action	1	3	3	RP/AB
	Disposal infrastructure not suitable at TBC Bulking Store	2	2	4	Work stream to identify if any issues will arise and required actions to minimize	1	2	2	NH/TH
	SCC do not provide suitable infrastructure for the medium term – green/IV/AD all need to be reviewed	2	3	6	Ensure both TBC/LDC are involved in discussion with SCC to ensure all needs are captured	2	2	4	AB/RP
	Public do not like the fortnightly single stream service.	1	4	4	LDC Trial over 2000 properties has established popularity. .	1	2	2	Project Team NH/TH
	Modifications to vehicles and two new vehicles are required. Risk that vehicles are not ready on time.	2	2	4	There is adequate time built into the implementation timetable. Modifications will be ordered (9th September 2009). If vehicles are not ready then additional capacity can be spot hired in.	1	1	1	Project Team GB
	Overall round calculation is under estimated, leading to too many collections per collection round	2	4	8	Use current management data to refine data used in the proof of concept to ensure accuracy	1	2	2	NH/TH
	TBC's contracted service performance falls below expectations/obligations/or the current contractor withdraws	2	3	6	Extension agreed and Veolia has confirmed continuing service to the summer of 2010.. Have contingency plan available should the service be withdrawn	1	2	2	NH/VW
Legal HR & Contractual	That there is a legal challenge to the shared service from the	2	3	6	Advice from WMREIP has been obtained and	1	3	3	Shadow Board AB/RP

	private sector				further legal advice has been sourced and paid for using the WMREIP funding.				
	TUPE not handled correctly	2	3	6	Personnel managers from both councils are members of the project team and both have handled TUPE issues before. Legal advice has been obtained and further advice and support will be bought in when necessary.	2	1	2	Project Team – HR Sub CP/LS
	Updating of the Operators license not handled properly	1	1	1	Experience of updating operator's license exists as this has previously occurred at LDC.	1	1	1	Project Team GB
	Project runs late. Tamworth needs to be sure that there will be a service after current contractor finishes in June 2010. If a tender is needed then 12 months preparation is needed.	3	3	9	Project plan in place with a generous implementation time of 12 months. Currently project is running to time.	2	2	4	Shadow Board
	Management Structure of new arrangement does not allow for anticipated project outputs	3	3	9	Ensure all staff have a role in the initial structure with a view to this being re-engineered during the first 12 months of go live.	2	2	4	AB/RP
	Low transferring staff morale due to the transfer process not being accomplished sympathetically or within Council policy	2	3	6	Have a detailed organizational development plan in place to train and resolve such matters	1	2	2	AB/RP
	Not all trade unions are recognized by LDC which may cause difficulty in negotiations	2	2	4	Well planned HR plan has identified potential issues which will be	2	1	2	HR Sub

	Difficulty in harmonizing terms and conditions of all staff within the joint service	2	3	6	adequately resourced Have a detailed organizational development plan in place to train and resolve such matters. Early indication from HR team is that there are not substantial issues but this will be more certain once TUPE data has been received from Veolia	1	2	2	AB/RP
Financial	Savings not as great as they could be because overhead costs are not controlled.	3	3	9	Detailed information on overheads has been prepared by finance team. Service level protocols being produced.	2	3	6	Project Team AB/RP
Reputation	Service does not function as planned.	2	4	8	Project team in place with robust project plan. Shadow Board in place to review progress and quality of planning. Quality control procedure also in place	2	2	4	Shadow Board
Communications	A consistent and factual message needs to be presented to the public and all Members on the rationale of this project and its intended outcomes	3	3	9	Press releases and other communication has taken place and has been well received. A communication plan in place to advise the Public of future aspirations that will be implemented once the project is at public stage	3	1	3	Shadow Board ET/PG

Key AB Andrew Barratt, RP Ruth Plant, TH Tony Harris, NH Nigel Harris, GB Gary Brownridge, CP Cathy Pepper, LS Lesley Shore, ET Lizzie Thatcher, PG Phillip Gillingham.

**Appendices F & G to follow**

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