

**CONSTITUTION OF THE SHROPSHIRE WASTE  
PARTNERSHIP JOINT COMMITTEE**

**THIS AGREEMENT** is made the **3rd day of August 2004** between:-

- (1) BRIDGNORTH DISTRICT COUNCIL whose offices are at Westgate, Bridgnorth, Shropshire, WV16 5AA (subsequently referred to as "Bridgnorth");
  - (2) OSWESTRY BOROUGH COUNCIL whose offices are at Castle View, Oswestry, Shropshire, SY11 1JR (subsequently referred to as "Oswestry") ;
  - (3) NORTH SHROPSHIRE DISTRICT COUNCIL whose offices are at Edinburgh House, New Street, Wem, Shropshire, SY4 5DB (subsequently referred to as "North Shropshire") ;
  - (4) SHROPSHIRE COUNTY COUNCIL whose offices are at Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND (subsequently referred to as "the County Council"); and
  - (5) SOUTH SHROPSHIRE DISTRICT COUNCIL whose offices are at Stone House, Corve Street, Ludlow, Shropshire SY8 1DG (subsequently referred to as "South Shropshire")
- and together referred to as "the Partners"

**1.0 TITLE AND LEGAL POWERS TO CONSTITUTE**

- 1.1 The full title of the Committee shall be known as the "Shropshire Waste Partnership Joint Committee" and referred to in this Constitution as the "Committee".
- 1.2 By virtue of the provisions of Sections 101 and 102 of the Local Government Act 1972 ("the 1972 Act"), the Local Authorities (Arrangement for the Discharge of Functions) (England) (Amendment) Regulations 2001 made under Section 20 of the Local Government Act 2000 ("the 2000 Act"), and any other enabling legislation, the Partners have agreed:-
  - a) to form a Joint Committee with effect from the Commencement Date, and
  - b) for its functions to be discharged by the County Council as Contracting Authority
- 1.3 This Constitution, and any future amendments to it, have been (or will be in the case of future amendments) put before a meeting of the full Council of each of the Principal Partner Councils and has been (or will be) adopted by each such Principal Partner Council committing that Council to membership of the Committee and to the terms and conditions of this Constitution.
- 1.4 The Executives of those parties acting under Executive arrangements under the 2000 Act wish to enter into this Agreement and Constitution.
- 1.5 The membership of the Committee and the delegation of functions to the Committee shall be included in the Constitutions of each individual Principal Partner Council.

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

## **2.0 KEY PRINCIPLES**

- 2.1 The members of the Committee wish to establish a clear and accountable framework for them to work together in order that they are able to respond in a more effective and co-ordinated way in relation to the development and implementation of an integrated strategy for waste management in the Partnership Districts
- 2.2 The Partners recognise in particular the need to address central government and European targets for recycling and recovery of waste and the promotion of sustainable development including the use of waste as a resource
- 2.3 The Principal Partner Councils, in recognition of the need for delivering best value, promoting financial efficiency and effectiveness, and maximising the opportunities for economies of scale purposes, wish to:-
- collaborate on the development of an integrated strategy (or strategies) which affect the Partnership Districts
  - monitor the effectiveness of the strategies and procure services in meeting the declared aims and objectives
  - review the options for the future delivery of services to meet the aims and objectives of the strategy, including the options for engaging with the private sector
  - introduce and promote working arrangements that will be in the best interests of the Council Tax payers of all the Partnership Districts
  - 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, if necessary by holding a Joint Meeting between the Committee and the Shropshire Leading Members and Chief Executives' Group
  - share in a fair and equitable manner the costs and work included in achieving the Key Principles and the Objectives for the wider benefit of the Council Tax payers in the Partnership Districts
  - endeavour to fully engage all Partners and to maximise the contributions which each Partner may be able to make
- 2.4 The partners have agreed to establish and maintain a Committee on waste management with the membership, powers, duties and responsibilities set out in this Constitution.
- 2.5 For the avoidance of doubt, it is agreed and declared by the Partners that nothing in this Constitution shall interfere with or restrict the discharge by the County Council of its functions as waste disposal authority for the Shrewsbury and Atcham Borough Council area.

## **3.0 DEFINITIONS**

The following definitions apply to this Constitution and also to any Schedules:-

- 3.1 "Annual General Meeting" means the annual meeting referred to in paragraph 8.2.
- 3.2 "Adopted Business Plan" has the meaning given in paragraphs 12.3 and 12.4
- 3.3 "Best Value" means the duty imposed on best value authorities by section 3 Local Government Act 1999 to continuously improve the way their functions are exercised

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

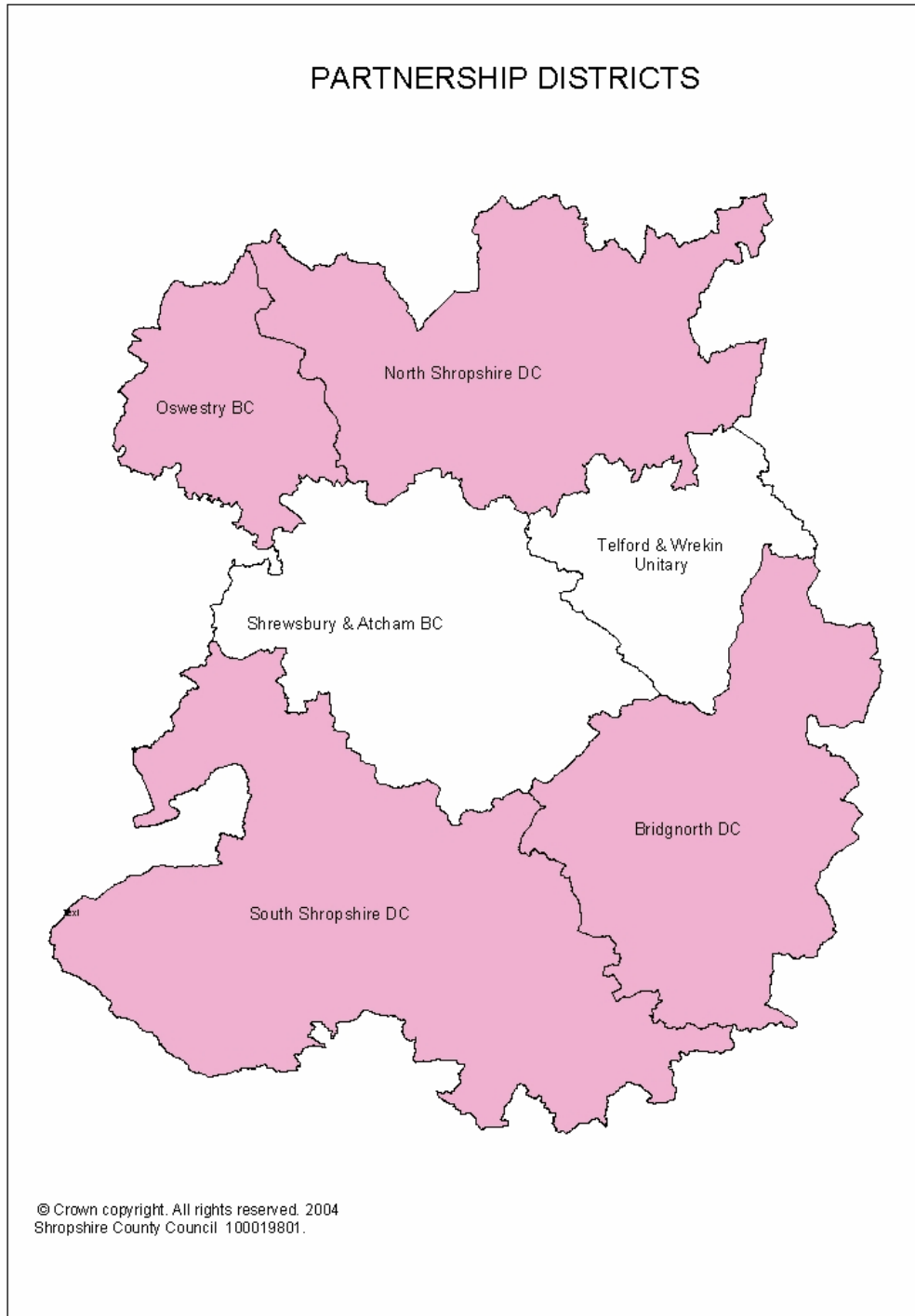
having regard to the need to secure a combination of economy, efficiency and effectiveness and to statutory guidance issued from time to time

- 3.4 “Business Plan”; “Annual Action Plan”; “Draft rolling Business Plan”; “Draft Annual Action Plan” and “Adopted Business and Action Plan” have the meanings given in section 12
- 3.5 “Chair” and “Vice-Chair” means the Committee Members appointed as Chair and Vice-Chair respectively under the provisions of paragraph 8.2.
- 3.6 “Commencement Date” means 1 August 2004.
- 3.7 “Common Level of Service” means an alternate weekly wheelie bin kerbside collection of residual and green waste for not less than 90% of households within the area of each District/ Borough Council and a fortnightly kerbside collection of boxed recyclates (including cans, paper and glass) for not less than 90% of households other than in Bridgnorth where the funding will achieve not less than 80% coverage of households, and recognising at all times the provisions of Clause 13.4.1(ii)(b) and the obligation on all the Partners to meet the costs of discharging their statutory obligations
- 3.8 “Committee” means the Shropshire Waste Partnership Joint Committee
- 3.9 “Committee Member” means an elected member of one of the Principal Partner Councils appointed to the Committee under paragraph 6.3.
- 3.10 “Contracting Authority” means the County Council or such other Principal Partner Council which agrees to be the Council to take the role of the accountable or responsible body for (inter alia) the letting of contracts and the employment of persons on behalf of the Committee. All costs incurred by the Contracting Authority in carrying out that role will be re-imbursed by the Committee.
- 3.11 “Contract Costs” means those costs payable to any third party contractor(s) for the delivery of any new integrated waste management service
- 3.12 “Client Costs” means those costs incurred in the management and administration of any new integrated waste management contract(s)
- 3.13 “Deferral Vote” and “Deferral Period” shall have the meanings given in paragraphs 7.12 - 7.14
- 3.14 “Functions” means the functions of the Committee set out in section 6
- 3.15 “Integrated Waste Management Service” means a service addressing the collection, transfer, reception, recycling, recovery, treatment and ultimate disposal of waste arising from the Partnership Districts
- 3.16 “Objectives” means the objectives of the Committee set out in section 5
- 3.17 “Observers” means organisations (apart from the Partners) who may be invited from time to time to sit on the Committee under the provisions of paragraph 7.3
- 3.18 “Partnership Districts” means the local government areas of Shropshire with District Council functions which at the date of this Agreement come under the jurisdiction of

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

Bridgnorth, Oswestry, North Shropshire and South Shropshire respectively as shown coloured pink on the plan attached



- 3.19 "Policy Review and Scrutiny Committee" has the meaning given in section 16
- 3.20 "Principal Partner Council" and "Partner" means the Councils whose elected Members have voting rights on the Committee as detailed in paragraph 7.1

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- 3.21 "Recycling Plans" means plans prepared under the provisions of section 49 Environmental Protection Act 1990
- 3.22 "Reference Project" means the modelled waste solution meeting the targets set out in the outline business case submitted to DEFRA on 15 March 2004
- 3.23 "Role of the Committee Member" is as specified in section 11
- 3.24 "Secretary" means the officer designated for the purposes of section 9
- 3.25 "Special Meeting" means a meeting convened under paragraph 8.3.
- 3.26 "Treasurer" means the officer designated for the purposes of section 9
- 3.27 "Valorisation" means the concept of optimising or increasing the value of waste as a resource by treating it or regarding it in some other fashion to give it added value
- 3.28 "Voting Member" means any Committee Member or their Substitute Member
- 3.29 "Waste Guidance" means any relevant guidance on waste management matters from time to time whether in the form of Treaties or International Protocols, European or UK Government initiatives.
- 3.30 "Waste Collection Service Enhancements" means any agreed enhanced service provision (above and beyond the Common Level of Service as previously defined in paragraph 3. 7) agreed with the contractor(s) by the Committee prior to the start of the contract(s) but for the avoidance of doubt it is agreed and declared that (subject always to the provisions of clause 13.4.1(ii) (b)) the Committee will not impose any obligations on Bridgnorth to increase the coverage of households for the collection of recyclates above 80%.

#### **4.0 INTERPRETATION**

In this Agreement:-

- 4.1 References to any statute or statutory provision shall include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;
- 4.2 Words importing the singular include the plural; words importing any gender include every gender; words importing persons include bodies corporate and unincorporated; and (in each case) vice versa;
- 4.3 References to sections and paragraphs are references to sections and paragraphs of this Constitution and any reference to a sub provision is, unless otherwise stated, a reference to a sub provision of the provision in which the reference appears; and
- 4.4 The section and paragraph headings and titles appearing in this Constitution are for reference only and shall not affect its construction or interpretation

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

## **5.0 OBJECTIVES**

The Objectives of the Committee are as follows:-

- 5.1 To develop long term strategies for the most economic, efficient and effective collection and disposal of waste with a view to promoting the environmental, social or economic well being of the Council Tax payers and businesses in the Partnership Districts as anticipated by section 2 Local Government Act 2000;
- 5.2 To develop an arena in which the Partners can work together in respect of waste management in the best interest of the Council Tax payers and businesses in the Partnership Districts and of Shropshire as a whole and to develop a long term vision for waste management;
- 5.3 To develop a long term vision for waste as a valuable resource and to interact with other stakeholders to promote waste minimisation and recycling and to promote a viable waste valorisation programme which is economically, environmentally and socially sustainable;
- 5.4 To prepare a Joint Waste Strategy for Shropshire and to co-ordinate the production and publication of a Joint Recycling Plan for Shropshire;
- 5.5 To explore all options for the future procurement and delivery of waste management activities in the Partnership Districts having regard in particular to the desirability of securing Best Value for the Council Tax payers and businesses of the Partnership Districts;
- 5.6 To ensure that in any option appraisals conducted under paragraph 5.5 above, full consideration is given to the impact (both financial and non financial) on employees and other services of each of the Principal Partner Councils before any action is taken to implement a procurement option;
- 5.7 To manage waste from outside Shropshire if commensurate benefits accrue to the Council Tax payers and businesses in the Partnership Districts;
- 5.8 To work with (and support as required) statutory agencies, non governmental organisations, small and medium size enterprises, business, scientific, commercial and voluntary/ not for profit organisations and other bodies who are also pursuing similar objectives to those set out in paragraphs 5.1 – 5. 7 above
- 5.9 To consider any other activities in accordance within the general scope of the objectives set out in paragraphs 5.1 – 5.8 above which have the effect of promoting, developing or securing the role of the Committee in delivering an integrated waste management strategy;

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

## 6.0 **FUNCTIONS**

The functions of the Committee are to:-

- 6.1 Discharge on behalf of the Partners their respective statutory responsibilities for waste matters from time to time, including the key elements of legislation currently in force:-
- The European Community Strategy for Waste Management 1989 (as reviewed in 1996)
  - EU Directive 75/ 442/ EEC as amended by Directive 91/ 156/ EEC and adapted by Directive 96/ 350/ EEC on Waste (The Framework Directives on Waste)
  - Part II Environmental Protection Act 1990
  - Refuse Disposal (Amenity) Act 1978 (insofar as this relates to abandoned vehicles, public safety and amenity)
  - The Environmental Protection (Waste Recycling Payments) Regulations 1992 (as amended 1994)
  - Waste Minimisation Act 1998
  - National Waste Strategy 2000
  - EU Landfill Directive (Council Directive 1993/ 31/ EC)
  - EU IPPC Directive (Council Directive 96/ 61/ EC)
  - The Landfill Tax Regulations and the Finance Act 1996
  - The Controlled Waste Regulations 1992
  - The Environmental Protection (Duty of Care) Regulations 1991
  - The Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations 1991
  - Environment Act 1995
  - Waste Emissions Trading Act 2003
- 6.2 Implement the strategies, policies and activities in respect of which the Partners have secured (or wish to bid for) resources from Central Government and other sources and which are 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;
- 6.3 Let and manage contract(s) for the delivery of an Integrated Waste Management Service across the Partnership Districts with effect from 1<sup>st</sup> April 2007
- 6.4 Prepare and review an Annual Waste Plan concentrating on joint working between the Partners;
- 6.5 Provide the forum and mechanisms for ensuring that there is a coherent programme and organisational structure for waste management and for joint working;
- 6.6 Where appropriate, create sufficient critical mass to ensure that the rolling Business Plan and Annual Action Plan represent a commercially attractive proposition to the private sector;
- 6.7 Make recommendations to the Principal Partner Councils to secure resources as required to meet the Objectives;
- 6.8 Keep under review the way the Committee works with the private sector, whether through a formal partnership with a private sector body(ies), or through a preferred supplier mechanism or by a tendering process for each activity;

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- 6.9 Ensure that it keeps abreast of legislative changes and/ or direction of statutory and non statutory guidance, and to ensure that sufficient flexibility is incorporated into the terms of any contract let on its behalf to ensure compliance with new or changed statutory duties of the Principal Partner Councils
- 6.10 Develop a strategic policy framework within which each of the Principal Partner Councils can discharge their functions in relation to waste management so as to achieve the Objectives;
- 6.11 Produce, for consideration of the Principal Partner Councils, the Draft Rolling Business Plan and Annual Action Plan, and to implement the Approved Business and Action Plans;
- 6.12 Ensure that an appropriate exit strategy is in place for each project or activity for which there are contractual obligations, and that appropriate post implementation reviews are conducted;
- 6.13 Influence, advise and lobby Central Government and other agencies (whether locally, nationally and internationally) where this is felt to be consistent with the Objectives;
- 6.14 Commission research and public opinion surveys into matters relevant to the Objectives;
- 6.15 Develop proposals for the future development of waste management through the Draft Rolling Business Plan, such proposals to include the possible creation of separate entities to undertake particular lines of activity, the delivery and ongoing management of a particular service or activity, the commissioning of research, public awareness campaigns, and the provision of training and consultancy services; and
- 6.16 Develop proposals on how the Principal Partner Councils can discharge their functions in the field of waste management to promote and/ or improve the economic, social and environmental well-being in Shropshire and contribute to the achievement of sustainable development, including in particular:-
- waste minimisation generally
  - the reduction of waste going to landfill on a year by year basis
  - the development of alternative methods of disposal
  - an increase in the proportion of waste being recycled on a year by year basis

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

## **7.0 MEMBERSHIP, VOTING RIGHTS AND MEETING PROCEDURES**

### **Membership**

7.1 The membership of the Committee shall be as follows:-

Bridgnorth	two elected members
Oswestry	two elected members
North Shropshire	two elected members
South Shropshire District Council	two elected members
The County Council	two elected members

- 7.2 Each of the Principal Partner Councils shall (through their elected Members or Substitute Members) have two votes, with the Chairman (subject to the provisions of paragraph 6.11 in the context of a "Deferral Vote) having a (single) second or casting vote.
- 7.3 The Committee may invite other bodies or organisations to become members of the Committee as Observer Authorities (without any voting rights) if it considers this to be beneficial to meeting the Objectives.
- 7.4 The term of office of Committee Members (and any Substitutes) shall be normally four years from their date of appointment (or reappointment), provided that for the duration of that period they remain a Member or duly nominated representative of their appointing Authority/ Body and have been appointed by that Authority/ Body to be or remain a Member of the Committee.
- 7.5 Each Principal Partner Council and Observer Authority shall notify the Secretary of the name and contact details of their appointed Members (and Substitute Members, if appointed) of the Committee.
- 7.6 Authorities or Bodies in membership of the Committee may change their appointed Committee Members (or Substitutes) at any time provided that written notice of any such change is given to the Secretary, taking effect upon receipt.
- 7.7 Each Principal Partner Council operating under Executive Arrangements shall ensure that its appointed Committee Members are members of their Executive
- 7.8 Each Principal Partner Council shall, as far as possible, ensure that the persons appointed as Members and Substitutes have the skills and qualities required to fulfil the role of a Committee Member.
- 7.9 Each of the Principal Partner Councils and Observer Authorities may send appropriate officer(s) to meetings of the Committee (or any Sub-Committee/ Working Groups) to support their Committee Members
- 7.10.1 Subject to paragraph 7.10.2 below, Shrewsbury and Atcham Borough Council ("SABC") and the Borough of Telford and Wrekin Council ("BTW") shall each be able to apply at any time to become a Principal Partner Council with voting rights, subject to SABC and/ or BTW:-
- a) giving at least three month's written notice to the Secretary;
  - b) meeting a fair and reasonable share of appropriate costs incurred in establishing and maintaining the Committee prior it becoming such a Member;

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- c) passing a resolution in terms to be determined by the Committee having the same effect as the resolutions referred to in paragraph 1.3; and
  - d) agreeing to such allocations of future costs between the increased numbers of Partners as the existing Partners may in their absolute discretion determine
- 7.10.2 The decision about whether or not to admit SABC and/ or BTW, the date(s) at which SABC and/ or BTW might be allowed to join, and the precise details of any other terms shall also be in the absolute discretion of the Committee

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

- 7.11 Each of the Committee Members (or Substitute Members) of the Principal Partner Councils shall have one vote on any issue before the Committee for determination and with all decisions being made through simple majority voting save for:-
- a) amendments to the Constitution which shall be regulated by the provisions of section 14, and
  - b) any other circumstances in this Constitution which specifically makes contrary provision
- 7.12 In the event of an equality of votes the Chair of the meeting shall not, at the first meeting of the Committee where the issue concerned is before the Committee for determination, have a second or casting vote if a “Deferral Vote” is cast as provided for in paragraph 7.13 below.
- 7.13 Each of the Voting Members shall, at the meeting of the Committee where an issue is before the Committee for determination for the first time, be able to cast a “Deferral Vote” at the time of voting on a particular issue.
- 7.14 The effect of a “Deferral Vote” being cast is that the determination of the issue will automatically be deferred for a period of seven (7) days (or such longer period as may be determined by the Committee) such period being the “Deferral Period”.
- 7.15 During a Deferral Period all members of the Committee can discuss the issue informally with each other and they can consult with other members of their own Council.
- 7.16.1 At the end of the Deferral Period, a further meeting of the Committee will be held as an adjourned meeting of the meeting at which the Deferral Vote was cast.
- 7.16.2 The issue will be discussed again and any written views of any of the Principal Partner Councils and/ or Observer Authorities will be given due consideration.
- 7.16.3 On this (second) occasion, if there is an equality of votes, then the Chair shall have a second or casting vote to ensure that a decision can be made.
- 7.17 All voting shall be by a show of hands, unless the provisions of clause 7.18 below apply.
- 7.18 Recorded votes shall be taken if requested by any Voting Member, and any such Voting Member shall have the right to have the way he/ she voted (or abstained) recorded in the minutes.

### **Procedures at Meetings**

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

7.19 The Meeting Procedure Rules set out in Schedule 1 to this Constitution shall apply to meetings of the Committee.

## **8.0 MEETINGS AND CHAIRING OF MEETINGS**

8.1.1 The Committee shall normally meet at least four times a year.

8.1.2 Other meetings may be called as necessary by the Chair, and who shall also have the authority to cancel/ rearrange a meeting if there is insufficient business to justify this being held or if other circumstances make it appropriate for this to be held at a different date/ time.

8.2 The first meeting of the Committee on or after 1<sup>st</sup> June in any year shall be the Annual Meeting at which the Chair, Vice-Chair and any Sub-Committees/ Working Parties of the Committee shall be appointed, but nothing in this paragraph prevents the Committee establishing a Sub-Committee or Working Party at any other time

8.3.1 The Chair may summon a Special Meeting of the Committee at any time.

8.3.2 A Special Meeting shall also be summoned on the requisition in writing of not less than three [3] Voting Members, which requisition shall be delivered to the Secretary and shall specify the business to be considered at the Special Meeting.

8.3.3 The Secretary shall, within five [5] working days of receipt of such a request, arrange for the Special Meeting to be held in accordance with the timetable in paragraph 8.6 below.

8.4.1 The posts of Chair and Vice-Chair of the Committee shall rotate automatically every two years between the Principal Partner Councils, with the Partner whose Member has previously acted as Vice Chair having the opportunity to take the Chair at the appropriate time.

8.4.2 The Member appointed to the office of Chair or Vice-Chair shall always be a Voting Member of the Committee.

8.5 The quorum for a valid meeting of the Committee shall be six (6) Voting Members, but for the avoidance of doubt, this shall **not** be regarded as a requirement for the presence of at least one elected Member (or Substitute) from each of the Partners

8.6.1 A printed copy of the summons, the agenda for each meeting and (except for the initial meeting or for an adjourned meeting as provide for in Clause 7.14 above) the minutes of the previous meeting, shall be despatched by the Secretary, at least ten working days before such meeting to each Committee Member and Substitute Member and Officer Group representative.

8.6.2 At the same time, such papers will also be despatched to the Chair of each of the Principal Partner Council's Scrutiny Committee with responsibility for scrutiny in respect of waste management matters and to each Principal Partner Council's Chief Executive.

8.6.3 The summons shall contain notice of all business, except urgent business, which is required to be brought before the Committee either in the ordinary course of business, or which is brought by the Chair, the Secretary or the Treasurer,.

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- 8.6.1 In the case of a matter requiring urgent attention the Chair at his/ her absolute discretion may agree to a meeting of the Committee being convened with less than ten working days notice (but not less than five working days).
- 8.7 Meetings of the 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).
- 8.8 Minutes of the Committee shall (subject to the provisions of paragraph 8.7 above) be available to the public and press as though they were minutes of a meeting of a Principal Council.
- 8.9 The Chair may invite any person to attend a meeting of the Committee for the purpose of making a presentation, or participating in discussion, on any item relevant to the 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 Committee.

## **9.0 SECRETARY AND TREASURER**

- 9.1 The County Council (or other Principal Partner Council for the time being acting as Contracting Authority) shall provide senior Officers who will act as Secretary and Treasurer to the Committee and who will act as the primary legal and financial advisors respectively to the Committee.

## **10.0 SENIOR OFFICER GROUP/ PROJECT OFFICER**

- 10.1 The Committee shall also be supported by a Senior Officer Group ("SOG") consisting of one Lead Officer responsible for waste management at a strategic level in each Partner Council.
- 10.2 Appropriate officers from SABC and/ or BTW may apply for the opportunity to attend and participate as observers at meetings of SOG and any other Officer Working Group established under paragraph 10.7 below, the decision on whether or not to grant rights of attendance being in the absolute discretion of SOG, but such officers shall not be entitled to vote unless SABC and/ or BTW becomes a Principal Partner Council
- 10.3 SOG may also invite other bodies or organisations to attend and participate (but not vote) at its meetings if it considers this to be beneficial to meeting the Objectives.
- 10.4 The primary purpose of SOG is to prepare reports and recommendations for consideration by the Committee, including the setting of the strategic direction for the Committee and the context within which projects are developed and managed.
- 10.5 The Chair and Vice-Chair of SOG shall be from the Partner Councils which holds the Committee Chair and Vice-Chair respectively.
- 10.6 For the avoidance of doubt, membership of SOG may vary at the discretion of each Partner as appropriate to the topic or issue being considered.
- 10.7 SOG may agree to the setting up of other Officer Working Groups on a "Task and Finish" basis (e.g. a Technical Officer Working Group) to discuss and take forward

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

(or make recommendations to SOG to take forward) any particular issues with particular emphasis on Joint Working, such working groups to be accountable to the Committee through SOG.

10.8.1 The Committee may, by applying resources delegated to it, employ staff through the Contracting Authority (eg a Project Officer) or use Consultants to advance the aims and objectives of the Committee.

10.8.2 The work programme for any staff and/or the use of Consultants will be determined by the Committee and monitored by the Committee and SOG.

10.9 SOG shall also have the additional responsibilities of :-

- monitoring and controlling the progress of the Business and Action Plans at a strategic level to ensure the projects continue to fulfil business needs;
- advising the Committee generally on progress in delivering the Business and Action Plans and the Objectives;
- considering and making recommendations on waste management issues to Central Government and other agencies (whether locally, nationally and internationally) where this is felt to be consistent with the Objectives; and
- ensuring that all Principal Partner Councils are making sufficient progress to meet their respective obligations and commitments and identifying remedial actions where that is not the case

## **11.0 ROLE OF A COMMITTEE MEMBER**

The responsibilities of a Committee Member are as follows:-

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

11.2 To be a good ambassador for the Committee;

11.3 To attend Committee meetings regularly, vote on items of business and make a positive contribution to the achievement of the Objectives;

11.4 To remain acquainted with emerging technologies and processes in the area of waste management; and

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

## **12.0 ROLLING BUSINESS PLAN AND ANNUAL ACTION PLAN**

12.1 The Committee shall consider and agree a two or three year (as it may from time to time decide) Rolling Business Plan with an Annual Action Plan. This should be based on SMART (Specific, Measurable, Achievable, Realistic and Timed) targets with the responsibilities of each Principal Partner Council being clearly identified

12.2.1 The draft Rolling Business Plan shall be prepared by 30<sup>th</sup> November each year at the latest and shall set out in the draft Annual Action Plan ( ie the strategy for the achievement of the Objectives over the following full twelve month period commencing on 1<sup>st</sup> April next).

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- 12.2.2 The Plans 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 contractual implications for the Committee, the Contracting Authority and each Principal Partner Council.
- 12.3.1 The Draft rolling Business Plan and the Draft Annual Action Plan ( which themselves shall include the views of any Observer Authorities for information) shall then be considered by each of the Principal Partner Councils with a view to it being formally approved and adopted
- 12.3.2 On being approved by all of the Principal Partner Councils the draft Rolling Business Plan and the draft Annual Action Plan shall become the adopted Business and the adopted Annual Action Plan.
- 12.4 The Committee has the delegated authority of each of the Partner Councils to implement the Annual Action Plan on its adoption and each of the Partners shall, subject to the provisions of sub clauses 12.5, 12.6 and 12.7 below, be deemed to have devolved to the Committee their share of the resources required as set out in the Annual Action Plan
- 12.5.1 A Principal Partner Council may approve the Draft Business Plan and/ or Annual Action Plans subject to a reservation in respect of any particular matter about which it has concerns .
- 12.5.2 Where approval is given subject to such reservation, the issue concerned will be considered again by the Committee before deciding whether or not to include that matter, with or without amendment, in the Adopted Business Plan and Action Plan.
- 12.6.1 If a Principal Partner Council only adopts the draft Rolling Business Plan and Annual Plan subject to a reservation in respect of any particular matter(s) as provided for in sub clause 12.5 above, then unless and until it specifies to the contrary, the Principal Partner Council will be deemed not to be committed in any way to accepting any responsibility (financial or otherwise) for that specific matter(s)
- 12.6.2 If the action, activity or project is nevertheless agreed by the Committee to proceed, it shall not be allowed to proceed until each of the other Partners has accepted any increased responsibility (financial or otherwise) that is implied by the matter proceeding other than by the acceptance of all the Partners
- 12.7 For the avoidance of doubt, it is specifically agreed and declared by all the Partners that sub clause 12.6 above shall not allow a Principal Partner Council to avoid its responsibilities in continuing to provide delegated funding for a continuing contract/ project which the Committee has previously agreed to support, (in particular attaining the Common Level of Service and the agreed Waste Collection Service Enhancements) and that the opportunity to invoke the provisions of sub clause 12.6 above only applies in respect of genuinely “new” projects
- 12.8 SABC and/ or BTW shall be given the opportunity to become Partners for any individual project, programme or activity included with the adopted Annual Business Plan and Annual Action Plan on terms to be agreed at the time, ( and which may be different for different projects) subject to SABC and/ or BTW entering into agreements to meet their share(s) of the capital, revenue, one-off or on-going commitments relating to that/ those project(s) as the Committee may determine in its absolute discretion

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

12.9 The Committee may consider and propose to the Principal Partner Councils amendment(s) for approval to the adopted Business and/ or Annual Action Plan where necessary to accommodate unforeseen circumstances which have arisen and which would assist the Committee in achieving the Objectives.

### **13.0 BUDGETARY ARRANGEMENTS/ DELEGATED FUNDS**

#### **13.1 Joint funding arrangements - General Principles**

13.1.1 The Partners will jointly fund the Committee.

13.1.2 Pending the implementation of any new integrated waste management contract(s) the Partners will have the prerogative of discharging their respective functions as waste authorities, but shall also have the responsibility for funding those services and shall work with each other with a view to achieving the Common Level of Service and a smooth transition into any new contract(s)

13.1.3 The contribution due from each of the Partners to the Committee will be determined by the Cost Sharing Formulae set out below.

13.1.4 The Cost Sharing Formulae assume that the current system of recycling credits will continue, and it is acknowledged by all parties that this section 13 of the Constitution will need to be revisited if there is a significant change to that system

13.1.5 It is further acknowledged and agreed that this section 13 may need to be revised in advance of completing any new contract(s) to address assets and personnel issues including which assets/ staff may be transferring to the new contractor(s)

13.1.6 The precise timetable for making payments to the Committee will be agreed in the light of the payment schedule agreed with the contractor(s)

#### **13.2 Pre-contract levels of contribution**

13.2.1 During the period from the Commencement Date to the start of any new integrated waste contract(s) on 1 April 2007, the Partners will fund the Committee in the following ratios:

Cost	District/ Borough share	The County Council's Share
Technical advisors (currently Enviros)	10% each	60%
Planning costs	Nil	100%
Other advisor costs (eg legal and financial)	2.5% each	90%
Support costs of the office	16.7% each	33.3%

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

of the Shropshire Waste Partnership Executive Officer (includes staff and overhead costs and the cost of conferences such as the Standing Waste Conference)		
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13.2.2 The cost implications of applying the above cost sharing ratios will be approved each year as prescribed in Section 12.0 (Rolling Business Plan and Annual Business Plan) above.

13.2.3 The contributions from each of the District/ Borough Councils prior to the start of the integrated contract(s) will not exceed £25,000 per annum (plus inflation on a year by year basis)

### 13.3 Initial contributions from the District/ Borough Councils

The amounts required to fund first year (2007/ 08) Client and Contract costs will be calculated in accordance with paragraphs 13.3.1 – 13.3.4 below.

13.3.1 The Initial Contribution (IC) due from each District/ Borough Council (ie Bridgnorth, Oswestry, North Shropshire and South Shropshire) will be based on its budget for providing the Common Level of Service by 1 April 2007.

13.3.2 For the avoidance of doubt, it is agreed and declared that the 2007/08 budget which each of the District/ Borough Councils will make available to the Committee to deliver the Common Level of Service and to fund the Client and Contract costs will be the actual budget calculated in accordance with paragraph 13.3.4, or the figures set out below, whichever figures are the higher:

- Bridgnorth District Council - £975,000 (which currently only represents the costs of providing an 80% service of boxed recyclates)
- South Shropshire District Council - £1,487,000
- Oswestry Borough Council - £959,000
- North Shropshire District Council - £1,625,000

13.3.3 There will be an audit of the level of service provision in October 2005. The level of proposed waste budgets and proposed residual costs to be retained by each Council will also be reviewed in October 2005.

13.3.4(a) The actual contribution from each District/ Borough Council for the financial year 2007/ 08 (AC1) will be calculated by reference to its 2006/07 budget (B) adjusted by increases by any non-ongoing income (N) and reductions by any non-ongoing costs (C) and the residual costs retained by each District/ Borough (R) in accordance with the Partner's waste budgets considered at a meeting of the Constitution and Finance Officer Group held on 27<sup>th</sup> May 2004, details of which are attached as Schedule 3

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- (b) The budget will be further adjusted by an amount determined as the cost of providing any shortfall in the delivery of the Common Level of Service (A)
- (c) The revised budget for each District/ Borough Council determined by reference to paragraphs 13.3.4 (a) and (b) above will then be increased by a percentage rate of inflation determined by reference to an agreed common index (such as the RPI or GDP deflator) (G) for 2007/08.
- (d) Subject to the provisions of paragraph 13.4.1 (ii) (c) , the resulting figure will be increased by an amount to fund the costs of agreed Waste Collection Service Enhancements scheduled to take place during the life of the contract(s) (SE). Waste Collection Service Enhancement cost adjustments will be allocated pro rata to each District/ Borough's initial adjusted budgets.
- (e) In calculating the contributions due from each District/ Borough Council for the purposes of paragraphs 13.3.4(d) above or paragraph 13.4.1(ii) (c) below, the County Council agrees that it will accept the financial responsibility for funding 90% of the affordability gap as defined in paragraph 13.8.
- (f) If the new integrated waste management contract(s) is not fully operational by the financial year starting 1 April 2007, a further (final) adjustment will be made to recognise the part year nature of the costs by adjusting the total cost for the number of days remaining in the financial year at the commencement of the contract(s) (P) as a proportion of 365 days as follows:

$$IC = ((B + N - C - R + A) \times (1 + G) + SE \text{ pro rata}) \times P / 365 = AC1$$

13.3.5 The Initial Contributions will be reviewed in August 2007 on the basis of the actual service delivered at 31 March 2007 and actual service costs for 2006/07.

#### 13.4 Subsequent contributions from the District/ Borough Councils

The amounts required from each of the District/ Borough Councils to fund the second and subsequent year Client and Contract costs will be calculated in accordance with paragraphs 13.4.1 – 13.4.4 below.

13.4.1 In the financial year starting 1 April 2008 and each subsequent year, the Annual Contribution (AC) required from each District/ Borough Council will be based on its prior year contribution (ACp) adjusted as necessary by each of the following three factors set out in (i) – (iii) below:

(i) Adjustments based on percentage variations:

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- (a) Contract Inflation determined by reference to the inflation rate provided by the contract(s) (CI) being applied to each District/ Borough's prior year annual contribution (ACp) in the proportion which the prior year total contract price (TCp) bears to the prior year total, combined Client and Contract, cost of the Shropshire Waste Partnership Joint Committee (SWPp).

Worked example:

$$\text{Contract Inflation} = \text{ACp} \times \text{TCp} / \text{SWPp} \times \text{CI}$$

- (b) Client Cost Inflation determined by an agreed rate of indexation (CCI) (such as the RPI or GDP deflator for the forthcoming year) being applied to each District/ Borough Council's prior year contribution (ACp) in the proportion which the prior year total, combined Client and Contract, cost of the Shropshire Waste Partnership Joint Committee (SWPp) less the prior year total contract price (TCp) bears to the prior year total, combined Client and Contract, cost of the Shropshire Waste Partnership Joint Committee (SWPp).

Worked example:

$$\text{Client Cost Inflation} = \text{ACp} \times (\text{SWPp} - \text{TCp}) / \text{SWPp} \times \text{CCI}$$

- (c) If there has been an increase in the average tonnage of waste per household for the Partnership Districts (V), costs will be increased by the proportional increase in waste tonnages over the prior year tonnages (Vp), scaled to reflect the percentage of the risk of increased tonnages borne by the Shropshire Waste Partnership Joint Committee (%RB) rather than the contractor(s).

Reductions in the tonnage of waste per household will not necessarily result in reduced contributions. Funds generated from the reduced tonnages are likely to be used initially for the payment of performance bonuses to the contractor(s) and for investment in enhanced services.

- (d) District/ Borough Council contributions will be inflated to reflect demographic growth based on the increased number of households given in the annual Council Tax base submission to Government ( $D^1/D^2$ ).

(ii) Adjustments based on the proportion that each District/ Borough Council's prior year annual contribution (ACp) bears to the sum of the prior year annual contributions for all Districts/Borough Councils (ACpt):

District/ Borough Council contributions will change to reflect:

- (a) Market alignment changes in the new integrated waste contract(s) - the frequency of these waste collection market alignment changes (M) will be determined once the market alignment breaks have been agreed with the contractor(s) delivering the new integrated service and are likely to take place every 5 - 7 years. Market alignment costs provided within the contract(s) will be adjusted by the proportion which each

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

District/ Borough Council's prior year annual contribution bears to the sum of the prior year annual contributions of all the District/ Borough Councils.

- (b) Additional expenditure (AE) (including but not limited to compliance with any new statutory obligations, payment of taxes and discriminatory charges) that the District/ Borough Councils would have had to bear had the Committee not been in existence.

(iii) Adjustments based on direct cost:

- (a) The amount by which the Committee's costs increase through the action or inaction of any District/ Borough Council (X)
- (b) If a District/ Borough Council wishes to defer payment of the costs of Waste Collection Service Enhancements until those services are being delivered, then the contribution due from the District/ Borough Council wishing to claim deferment will be increased by an amount equivalent to the net present value of those services over the life of the contract(s), determined by reference to the start date of the contract(s), spread equally over the life of the contract(s) from the date on which those services are delivered
- (c) The costs of any new service enhancements above and beyond not only the Common Level of Service but also the agreed Waste Collection Service Enhancements taking place during the life of the contract(s) and specifically approved by each of the District/ Borough Councils during the course of the contract(s) (SC).

13.4.2 The Annual Contribution cost sharing formula set out in paragraph 13.4.1 above can be represented algebraically as follows:

$$\begin{aligned}
 AC = & AC_p \times (SWP_p - TC_p) / SWP_p \times (1 + CCI) \\
 & + AC_p \times TC_p / SWP_p \times (1 + CI) \\
 & \times (\text{if } V - V_p > 0, V/V_p \times \%RB, 1) \times D^{-1}/D^{-2} \\
 & + ((M + AE) \times AC_p / AC_{pt}) + X + \text{any deferred SE} + SC
 \end{aligned}$$

13.4.3 In the first full year,  $AC_p = AC_1 \times 365 / P$

13.4.4 In any subsequent year,  $AC_p$  may be adjusted by X in whole or in part if corrective action has been taken by the District/ Borough Council which reduce the Committee's costs.

### 13.5 Additional Services

Where a District/ Borough Council wishes the contractor(s) to undertake additional services, such as litter collection and street cleansing, it will need to

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

transfer a budget to wholly fund these services to the Committee. The initial contribution and subsequent annual contributions for these services will be calculated separately in accordance with the formulae set out in paragraphs 13.3 and 13.4 above being applied to the budgets available to fund these services.

### **13.6 Initial contribution from the County Council**

13.6.1 For the avoidance of doubt, it is agreed and declared that the 2007/08 budget which the County Council will make available to the Committee to fund the Client and Contract costs will be the actual budget calculated in accordance with paragraphs 13.6.2, or £9,550,000 whichever figure is the higher.

13.6.2 (a) The County Council's Initial Contribution (IC) will be calculated as its 2006/07 budget (B), increased by any non-ongoing income (N) and reduced by any non-ongoing costs (C) and the residual costs it retains (R) by reference to Schedule 3. The total cost so determined will be increased by a percentage rate of inflation determined by reference to an agreed common index (such as the RPI or GDP deflator) (G) for 2007/08.

(b) The resulting figure will be increased to fund additional Waste Disposal Service Enhancements scheduled to take place during the life of the contract(s) (SE).

(c) If the contract(s) is not fully operational by financial year starting 1 April 2007, a further adjustment will be made to recognise the part year nature of the costs by adjusting the total cost for the number of days remaining in the financial year at the commencement of the contract(s) (P) as a proportion of 365 days as follows:

$$IC = ((B + N - C - R) \times (1 + G) + SE) \times P / 365 = AC1$$

13.6.3 The Initial Contribution from the County Council will be reviewed in August 2007 on the basis of the actual service delivered at 31 March 2007 and actual service costs for 2006/07.

### **13.7 Subsequent contributions from the County Council**

13.7.1 In the financial year starting 1<sup>st</sup> April 2007 and each subsequent year, the Annual Contribution from the County Council (AC) will be based on the prior year contribution (ACp) adjusted by the following factors:

(a) Contract Inflation determined by reference to the inflation rate (CI) provided by the contract(s) being applied to the County Council's prior year annual contribution (ACp) in the proportion which the prior year total contract price (TCp) bears to the prior year total, combined Client and Contract, cost of the Shropshire Waste Partnership Joint Committee (SWPp).

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

Worked example:

$$\text{Contract Inflation} = \text{ACp} \times \text{TCp}/\text{SWPp} \times \text{CI}$$

- (b) Client Cost Inflation determined by the an agreed rate of indexation (CCI) (such as the RPI or GDP deflator for the forthcoming year) being applied to the County Council's prior year contribution (ACp) in the proportion which the prior year total, combined Client and Contract, cost of the Shropshire Waste Partnership Joint Committee (SWPp) less the prior year total contract price (TCp) bears to the prior year total, combined Client and Contract, cost of the Shropshire Waste Partnership Joint Committee (SWPp).

Worked example:

$$\text{Client Cost Inflation} = \text{ACp} \times (\text{SWPp} - \text{TCp})/\text{SWPp} \times \text{CCI}$$

- (c) If there has been an increase in the average tonnage of waste per household for the Partnership Districts (V), costs will be increased by the proportional increase in waste tonnages over the prior year tonnages (Vp), scaled to reflect the percentage of the risk of increased tonnages borne by the Shropshire Waste Partnership Joint Committee (%RB) rather than the contractor(s)  
Reductions in the tonnage of waste per household will not necessarily result in reduced contributions. Funds generated from the reduced tonnages are likely to be used initially for the payment of performance bonuses to the contractor(s) and for investment in enhanced services.
- (d) The County Council's contribution will be inflated to reflect demographic growth based on the increased number of households given in the District/ Boroughs' annual Council Tax base submissions to Government ( $D^{-1}/D^{-2}$ ).
- (e) The County Council's contribution will also change in each year to reflect:-
- market alignment changes in the new integrated waste contract(s) - the frequency of any Waste Disposal Market Alignment changes (M) will be determined once the market alignment breaks have been agreed with the Contractor delivering the new integrated service and are likely to take place every 5 - 7 years.
  - additional expenditure (including but not limited to compliance with any new statutory obligations, payment of taxes and discriminatory charges) that the County Council would have had to bear had the Committee not been in existence. In particular, this will include an adjustment to account for any increase in the rate of Landfill Tax if the contract is structured so that this is paid via the Committee or contractor(s)

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- the costs of waste disposal service enhancements taking place during the life of the contract(s) and approved by the County Council during the course of the contract(s) (SC).
- the amount by which the Committee's costs increase through the action or inaction of the County Council (X)

13.7.2 The Annual Contribution cost sharing formula can be represented algebraically as follows:

$$\begin{aligned}
 AC = & AC_p \times (SWP_p - TC_p) / SWP_p \times (1+CCI) \\
 & + AC_p \times TC_p / SWP_p \times (1 + CI) \\
 & \times (\text{if } V-V_p > 0, V/V_p \times \%RB, 1) \times D^{-1}/D^{-2} \\
 & + M + AE + SC + X
 \end{aligned}$$

In the first full year,  $AC_p = AC_1 \times 365 / P$

13.7.3 In any subsequent year,  $AC_p$  may be adjusted by X in whole or in part if corrective action has been taken by the County Council which reduce the Committee's costs.

### 13.8 Funding the initial affordability gap

13.8.1 The Outline Business Case reference project identifies an affordability gap of £2.3m. This represents the amount by which the anticipated client and contract costs exceed the anticipated pooled budgets of the District/ Borough Councils and the County Council and PFI credits.

13.8.2 The County Council's Medium Term Financial Plan identifies a need to increase the waste budget by up to £2.3m over a three year period (2005/06, 2006/07 and 2007/08) to cover that part of the shortfall not met from increases in District/ Borough budgets.

13.8.3 If, when tenders are received, the contract costs more than indicated by the Reference Project, the County Council will need to consider whether it can close the increased affordability gap. If it decides that it can not do this, the Committee will need to revisit the scope of the contract(s) it is seeking to let.

13.8.4 If The County Council agrees to fund a further element of affordability gap (AG), it will be possible to represent its initial contribution algebraically as follows:

$$IC = ((B + N - C - R) \times (1 + G) + SE + AG) \times P / 365 = AC_1$$

### 13.9 Variations to Unitary Payments

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

13.9.1 The Unitary Payment to the contractor(s) will be adjusted each year to reflect differences between anticipated and actual levels of services and as a result of the contractor(s) delivering its incentivised targets. The 4Ps draft payment mechanism includes:

- Volume adjustments
- Recycling bonuses
- Waste minimisation payments

13.9.2 The contract(s) with the contractor(s) will be negotiated with a view to funding any such variable payments from the Annual Contributions calculated in accordance with paragraphs 13.4: 13.5: 13.7 and 13.8

#### **14.0 DELEGATION TO SUB-COMMITTEES AND OFFICERS**

14.1 The Committee may (subject to at least 75% of votes cast at the meeting being in favour) arrange for any of its functions to be discharged by a Sub-Committee or by an Officer of one of the Principal Partner Councils, provided that any such arrangements do not include delegation of any decision which creates a contractual commitment which responsibility shall remain the sole responsibility of the Committee.

14.2 The Committee may appoint working groups of Members and/ or Officers to consider specific matters and report back to the Committee with recommendations.

#### **15.0 AMENDMENTS TO THIS CONSTITUTION**

15.1 The terms of this Constitution shall be kept under periodic review by the Committee and by each of the Principal Partner Councils.

15.2.1 Any amendments to this Constitution to be proposed to the Principal Partners Councils shall be subject to at least 75% of the votes cast at a meeting being cast in favour of the proposed amendment(s).

15.2.2 The amendment shall also be subject to 75% of the Principal Partner Councils adopting it/ them.

#### **16.0 SCRUTINY ARRANGEMENTS**

16.1 The decisions, actions and activities of the Committee shall be subject to the Scrutiny Arrangements of each Principal Partner Council until such time as Joint Scrutiny arrangements can be lawfully pursued.

16.2 Decisions of the Committee shall be notified to all those to whom agenda papers etc are despatched in accordance with paragraph 8.6 above within seven [7] working days of the decision being reached.

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

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- 16.4.1 Any decision of the Committee called in for Scrutiny before it is implemented shall not be implemented until the Scrutiny procedures of the Principal Partner Council whose membership has called in the decision has been completed.
- 16.4.2 A call in of such a decision can only be made if the decision concerned affects the Principal Partner Council whose membership wishes to call in the decision.
- 16.5.1 Where a decision is called in, each of the Scrutiny Committees of each of the Principal Partner Councils will be invited to meet jointly to hear evidence, views, options considered, reasons for decision and to ask questions of appropriate Member(s) of the Committee and its Officer advisors and others invited to participate.
- 16.5.2 After these 'hearings' each Scrutiny Committee will meet separately to decide on what comment, view or recommendations (if any) it wishes to make to the Committee.
- 16.6 The Overview and Scrutiny Procedural Rules set out in Schedule 2 of the Constitution shall apply.

## **17.0 URGENT MATTERS**

- 17.1.1 Subject to paragraph 17.2 this section applies where the best interests of the Committee require that action should be taken, or a decision made, on a matter which would normally fall to be considered by the 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 Committee.
- 17.1.2 In such cases the Secretary is authorised to take such action or decision, following consultation with the Treasurer, any external legal and/ or financial advisors who may be involved with a particular project, the Chair and Vice-Chair, and the Chair of the Scrutiny Committee of the Principal Partner Council whose Committee Member is the Chair of the Committee.
- 17.1.3 Any such action taken shall be reported to the next meeting of the Committee.
- 17.2 Paragraph 17.1 above 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 Committee convened with not less than five [5] working days notice rather than in accordance with paragraph 8.6 above.

## **18.0 CONDUCT AND EXPENSES OF MEMBERS**

- 18.1 All Committee Members shall observe at all times the provisions of the Code of Conduct adopted by their Authority.
- 18.2 Each Principal Partner Council and Observer Authority shall be responsible for meeting any expenses to which any 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 in accordance with each Principal Partner Council's members allowance scheme

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

## **19.0 LIABILITIES OF COMMITTEE MEMBERS**

- 19.1 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.
- 19.2 Where contractual arrangements are authorised by the Committee, any liabilities arising under those arrangements will rest with the Principal Partner Councils.
- 19.3 Indemnification for any liabilities which do arise is a matter between the Committee Member and their Principal Partner Council.

## **20.0 PRESS AND PUBLIC RELATIONS**

- 20.1 The 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 Key Principles, Objectives, Functions and workings of the Committee, and any action taken or proposed to be taken for the benefit of the residents and/ or businesses of Shropshire and other stakeholders.

## **21.0 WASTE STANDING CONFERENCE**

- 21.1 Once a year before the Business Plan is rolled forward the Committee shall arrange for a meeting of persons interested in the development of waste management to be known as the Waste Standing Conference.
- 21.2 The purpose of the Waste Standing Conference is to seek a broad range of views on the future development of policy.
- 21.3 Each Committee Member Authority/ Body shall be invited to be represented at the Waste Standing Conference by such Members and Officers, as it considers appropriate, to speak and discuss issues under review.
- 21.4 The Waste Standing Conference will be held as soon as practicable after the Draft Business Plan and Draft Annual Action Plan have been approved by the Committee for consultation.

## **22.0 DISPUTE RESOLUTION**

- 22.1 In the event of a dispute which cannot be resolved by the Committee, the matter(s) concerned shall, before any other remedy e.g arbitration, legal proceedings etc is sought, be referred to a Joint Meeting of the Committee with the Shropshire Leading Members and Chief Executive's Group.
- 22.2 For the purposes of clause 22.1 above, a "dispute" shall mean a situation where one or more of the Principal Partner Councils wishes to lodge a fundamental objection to a proposal and would have been prepared to exercise a power of veto had this existed.
- 22.3 A Principal Partner Council wishing to invoke the dispute process must

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- indicate to the Secretary either in advance of the meeting or at the time that it has a fundamental objection to the proposal and that it is sufficiently concerned to block that proposal until the Joint Meeting referred to in clause 22.1 above can be convened.
- 22.4 If notice of a dispute is given, then the Committee shall not be entitled to take a decision on that proposal but must instead defer the decision for 21 days during which the Chief Executive of the Principal Partner Council concerned must prepare a further analysis in writing of the reasons why their authority is not prepared to accept the proposals in question.
- 22.5 An urgent Joint Meeting of the Committee with the Shropshire Leading Members and Chief Executive's Group will then be convened to discuss the proposal and try to clarify a way forward, bearing in mind the concepts of joint working and partnership and in particular the Objectives summarised in section 5.
- 22.6 Representation on the Leading Members and Chief Executive's Group shall be restricted to those authorities participating at the time in the Agreement and shall (for the avoidance of doubt) not extend to Shrewsbury and Atcham Borough Council and/ or Borough of Telford and Wrekin unless either/ both of those authorities shall have been admitted to the Committee under the provisions of paragraphs 7.10.1 and 7.10.2.
- 23.0 **CESSATION OF MEMBERSHIP**
- 23.1 Any of the Principal Partner Councils may withdraw from membership of the Committee by giving twelve months notice in writing to the Secretary to expire at 31<sup>st</sup> March.
- 23.2 In the event of a Principal Partner Council withdrawing from membership of the Committee as provided for in clause 23.1 above, then in respect of any contractual obligations or other financial commitments entered into on behalf of the Committee whilst that Principal Partner Council was a member of the Committee and to which they were a party, the Principal Partner Council concerned shall:-
- 23.2.1 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
- 23.2.2 continue to be responsible for its part of any other liabilities relating to those contractual obligations or financial commitments
- 23.2.3 be entitled to receive its fair share of any assets (excluding those funded by Central Government or other third party funding) held by or on behalf of the Committee as at the date of their withdrawal from membership but unless the remaining Principal Partner Council's at their sole discretion decide to "buy-out" and financially compensate the withdrawing Partner in respect of the said assets, only when those assets are realised by the remaining members of the Committee
- 23.2.4 meet any employment related costs incurred on behalf of the Committee which result from that/ those Principal Partner Council(s) decision to withdraw from membership of the Committee

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- 23.3 If more than one Principal Partner Council decides to withdraw from membership of the Committee then the Committee shall consider whether or not the Committee shall continue to operate on behalf of the remaining Principal Partner Councils and make appropriate recommendations to those Councils.

## **24 PERSONNEL ISSUES**

The partners agree that they will fully take into account the implications for their staff and employees of any decisions taken under this Agreement, and in particular that any such decisions will fully respect the Transfer of Undertakings (Protection of Employment) Regulations as amended and any Code(s) of Practice in place from time to time and that any pension arrangements which any new contractor(s) may offer will (so far as practicable) be at least comparable with those available through a Local Government Pension Scheme

## **25 ROLE OF CONTRACTING AUTHORITY**

- 25.1 The partners agree that the County Council shall be the first Contracting Authority on behalf of the Committee

- 25.2 The role of the Contracting Authority shall be exercised subject to the approval of the Committee and shall include:-

- acting on behalf of the Committee in the meaningful and day to day supervision of any contracts for projects concerning waste management matters;
- performing the role of accounting officer for all central funds held on account of the Committee and to make and provide all appropriate banking and accounting arrangements and services required for the due and proper receipt holding and application of such funds;
- holding any capital assets on behalf of the Partners;
- subject to the indemnities set out below, act as the employing authority for any staff engaged in the discharge of the Committee's functions;
- acting as the representative of the Committee in any discussions or negotiations in relation to waste management matters;
- to be the legal point of contract with suppliers for all procurements undertaken by the Committee;
- reporting regularly to the Committee and to the SOG;
- providing such administrative resources and office facilities as shall be reasonably

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

necessary to enable the SOG and the Staff to discharge their respective roles, duties and functions in relation to the Objectives and Functions;

- exercising overall responsibility for the quality assurance of the any project(s) ; and
- playing such other role or roles as would normally and reasonably be expected of a Contracting Authority in relation to projects undertaken by the Committee.

25.3.1 The County Council as Contracting Authority shall have full authority and power to act within the scope of the roles and responsibilities set out in paragraph 24.2 above and/ or to enter into contracts and/ or commitments on behalf of all of the Committee in the course of or for the purpose of doing so without the further consent or approval of any individual Partner if contained in the adopted Annual Action Plan.

25.3.2 The other Principal Partner Councils specifically confirm that while they remain Partners, decisions taken by the Contracting Authority within and in accordance within this Agreement shall be binding on them unless the Principal Partner Council concerned approved the Annual Action Plan subject to a “reservation” as provided for in sub clauses 12. 5 , 12.6 and 12.7 above in respect of the matter which is the subject of the contract and/ or commitment concerned

25.4 Subject to paragraph 25.5 below each of the other Partners shall (and hereby duly undertakes with the Contracting Authority that they will) indemnify the Contracting Authority against and/ or contribute and pay a share in proportion to its investment contribution of the liabilities claims costs and/ or expenses of or reasonably incurred by the Contracting Authority as a result of:-

- performing or discharging its roles and/ or responsibilities under this Agreement as the Contracting Authority, and/ or
- undertaking any contract or commitment on behalf of the Committee for the purposes of its Functions in accordance with or pursuant to this Agreement; and/ or
- appointing and/ or employing or accepting the secondment to it in its capacity as the Contracting Authority of any member of the Staff; and/ or
- providing any service or resource or assistance or in-kind support required on its part or from it in its capacity as the Contracting Authority or in the course of its duties as such, and/ or
- making VAT or any other payments on behalf of the Committee

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

to the intent that the Contracting Authority and the other Committee Members shall be jointly and severally liable and/ or responsible for all such liabilities claims costs and/ or expenses

- 25.5 The indemnity on the part of the other Partners on the Committee set out in paragraph 25.4 above shall not extend to liabilities or claims arising or costs and/ or expenses incurred by reason or in consequence of any of the following on the part of the Contracting Authority that is to say, negligence or misconduct to a material degree, persistent breach of law or duty (that is to say persisted in after the same shall have been brought to the attention of or known to the Contracting Authority), act or omission known to the Contracting Authority to be contrary to proper local government practice or local government law or substantial or persistent failure (after due notice) to redress performance of the duties of the Contracting Authority which shall not comply with the requirements or the standards of or set by this Agreement
- 25.6 The County Council as Contracting Authority shall owe no duty of care to the Committee and have no liability or responsibility to the other Partners in respect of or in relation to the performance or discharge of (or omission to perform or discharge) any role or function, the discharge or exercise of which requires the recommendation of the SOG (save to the extent that such role or function is discharged or exercised by the Contracting Authority negligently or in a manner known to the Contracting Authority to be contrary to proper local government practice or local government law) or which is otherwise carried out or to be carried out in the manner recommended by (or which is omitted to be performed on the recommendation of) the SOG.
- 25.7 The County Council as Contracting Authority shall owe no duty of care to the other Partners or any of them (whether in contract or in tort) in respect of the roles and responsibilities of the SOG and any performance thereof or failure to perform the same on the part of the SOG
- 25.8 The Contracting Authority may resign as such by giving at least six calendar months notice in writing to each of the other Partners expiring at the end of any financial year and shall so resign if so required by notices in writing given to the Contracting Authority by a simple majority of the other Partners and expiring at the end of any financial year and in the event that the Contracting Authority does so resign, the Partners shall appoint another Principal Partner Council to act as and be the Contracting Authority with effect from the date upon which any such resignation as shall itself take effect **PROVIDED THAT** in the event of disagreement as to which of the other Partners should be appointed as the Contracting Authority, this shall be

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

the member agreeing to act as such if enjoying the majority vote of the Committee members

25.9 The appointment of the Contracting Authority may also be terminated by the other Partners by notice in writing given to the Secretary expiring at any time in the event of:-

- any substantial breach of the terms of this Agreement by the Contracting Authority which is persisted in after notice in writing by or on behalf of the SOG, or
- substantial or persistent failure on the part of the Contracting Authority (after due notice in writing by or on behalf of the SOG) to redress performance of the duties of the Contracting Authority which shall not comply with the requirements or the standards of or set by this Agreement; or
- gross misconduct on the part of the Contracting Authority which shall be known by it to be contrary to proper local government practice or local government law

25.10 Any documentation held by the Contracting Authority which remains relevant after it had ceased to act as such shall ( on the request of the new Contracting Authority or the SOG) be handed over or copied to the new Contracting Authority or the Group as the case may be

## **26 CONFIDENTIALITY AND DATA PROTECTION**

26.1 Each of the Partners shall use their best endeavours to keep confidential (and shall also use their best endeavours to require their staff, employees and agents to keep confidential) any personal, commercial, technical or other information which would properly be regarded as “exempt information” for the purposes of Schedule 12 A Local Government Act 1972 which they may acquire by virtue of participation in the Project(s) or in consequence of this Agreement

26.2 None of the Partners shall disclose such information to third parties other than for the purposes of this Agreement save to the extent that this is permitted by para 26.3 below

26.3 The restrictions on disclosure of confidential/ exempt information set out above shall not apply to:-

- a) information which at the time of disclosure is already in the public domain, or
- b) information which after disclosure becomes available to the general public through no fault of any of the partners, or
- c) information which any of the Partners is effectively under an obligation to disclose including (but not limited to) :-
  - compliance with an Order from a Court of competent jurisdiction

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- investigations by the Standards Board for England
- as a result of a complaint to the Local Government Ombudsman
- enquiries by the District Auditor

*23/07/2007*

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

**SHROPSHIRE WASTE PARTNERSHIP JOINT  
COMMITTEE**

**SCHEDULE 1 TO THE CONSTITUTION**

**MEETING PROCEDURE RULES**

*23/07/2007*

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

## CONTENTS

Rule		Page
	Preamble to Meeting Procedure Rules	
1 – 1.2	Annual meeting of the Joint Committee	
2 – 2.2	Ordinary meetings	
3	Extraordinary meetings	
3.1	Call extraordinary meetings	
3.2	Business	
4 – 4.1	Time and place of meetings	
5 – 5.1	Notice of and summons to meetings	
6 – 6.1	Chair of meeting	
7 – 7.1	Quorum	
8	Questions by Members	
8.1 – 8.2	On reports of Sub Committee/Working Parties	
8.3	Questions on notice at Joint Committee Meeting	
8.4	Questions on notice at Sub-Committees/ Working Parties	
8.5	Notice of questions	
8.6	Response	
8.7	Supplementary question	
9 – 9.1	Motions on notice	
9.1	Notice	
9.2	Motion set out in agenda	
9.3	Scope	
10 – 10.1	Motions without notice	
11	Rules of debate	
11.1	No speeches until motion seconded	
11.2	Right to require motion in writing	
11.3	Secunder's speech	
11.4 – 11.5	Content and length of speeches	
11.6 – 11.10	Amendments to motions	
11.11 – 11.13	Alteration of motion	
11.14	Withdrawal of motion	
11.15 – 11.17	Right of reply	
11.18	Motions which may be moved during debate	
11.19 – 11.22	Closure motions	
11.23	Point of order	
11.24	Personal explanation	
12	Previous decisions and motions	
12.1	Motion to rescind a previous decision	
12.2	Motion similar to one previously rejected	
13	Voting	
13.1	Majority	
13.2 – 13.6	Deferral Vote/Chair's Casting Vote	
13.7	Show of hands	
13.8	Recorded vote	
13.9	Right to require individual vote to be recorded	
14	Minutes	
14.1	Signing the minutes	

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

## **CONTENTS**

<b>Rule</b>		<b>Page</b>
14.2	No requirements to sign minutes of previous meeting at an extraordinary meeting	
14.3	Forms of minutes	13
15 – 15.1	Record of attendance	13
16 – 16.2	Exclusion of public/Observer Authority Members	13
17	Members' conduct	13
17.1	Member not to be heard further	13
17.2	Member to leave the meeting	13
17.3	General disturbance	13
18	Disturbance by public	13
18.1	Removal of member of the public	13
18.2	Clearance of part of meeting room	14
19	Suspension and amendment of Joint Committee Procedure Rules	14
19.1	Suspension	14
19.2	Amendment	14
20 – 20.1	Application to Sub-Committees and Working Parties	14
21 – 21.1	Motions Affecting Persons employed on behalf of the Joint Committee Meeting	14
22	Interest of Members in contracts and other matters	14
22.1	Personal Interests	14
22.2 – 22.6	Prejudicial Interests	15
23 – 23.1	Interpretation	15

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

## **PREAMBLE TO MEETING PROCEDURE RULES**

In these Meeting Procedure Rules

- (a) any reference to the 'Secretary' shall mean the Secretary to the Joint Committee or another Officer acting on his/her behalf
- (b) any reference to the male gender shall be read as being equally applicable to the female gender and visa versa.
- (c) any reference to 'clear days' shall mean the period of time after the actual despatch of the summons agenda, report or notice etc., prior to a meeting of the Joint Committee or a Sub Committee/Working Party and shall not include the day on which the meeting is to be held

### **R1 ANNUAL MEETING OF THE JOINT COMMITTEE**

R1.1 The Annual Meeting will be the first meeting of the Joint Committee held on or after 1<sup>st</sup> June in any year.

R1.2 The Annual Meeting will:-

- a] elect a person to preside if neither the Chair or Vice-Chair of the Joint Committee are present;
- b] elect the Chair of the Joint Committee for the period to the next Annual Meeting;
- c] elect the Vice-Chair of the Joint Committee for the period to the next Annual Meeting;
- d] approve the minutes of the last meeting;
- e] consider any business set out in the notice convening the meeting;
- f] decide which Sub Committees/ Working Parties (if any) to establish for the period to the next Annual Meeting;
- g] decide the size and terms of reference for those Committees/ Working Parties;

### **R2 ORDINARY MEETINGS**

R2.1 Ordinary meetings of the Joint Committee will take place in accordance with a programme decided at the Joint Committee's Annual Meeting. The Committee shall meet at least four [4] times a year.

R2.2 Ordinary meetings will:-

- a] elect a person to preside if the Chair and Vice-Chair are not present;
- b] approve the minutes of the last meeting;
- c] receive any declarations of interest from Members ([including Observer Authorities, Members and any other District/ Borough or County/ Unitary Councillors attending the meeting for whatever reason](#))

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- d] deal with any business from the last Committee;
- e] receive reports from the Committees' Sub Committees/Working Parties where decisions of the Committee are required or where information is required to be put before the Committee and receive questions and answers on any of those reports and, where appropriate, determine a decision;
- f] consider motions; and
- g] consider any other business specified in the summons to the meeting including consideration of recommendation and progress reports from the Senior Officers Group and/ or Programme Manager and reports and recommendations of the Scrutiny Committee of any of the Principal Partner Councils for debate.

R3 **EXTRAORDINARY MEETINGS**

**Calling extraordinary meetings**

- R3.1 Those listed below may require the Secretary to call Committee meetings in addition to ordinary meetings:-
- a] the Committee by resolution;
  - b] the Chair of the Committee; and
  - c] any three [3] Members of the Committee if they have signed a requisition presented to the Secretary.

**Business**

- R3.2 If an extraordinary meeting is called the business that can be conducted will be restricted to the item or items required by the person or persons calling the extraordinary meeting, with no consideration of previous minutes or reports from Sub Committees etc. This is in order to preserve the use of extraordinary meetings for debates concerning one-off, major matters.

R4 **TIME, PLACE AND DURATION OF MEETINGS**

- R4.1 The time and place of meetings will be determined by the Committee and notified by the Secretary in the summons.
- R4.2 Unless the majority of Members present vote for the meeting to continue, any meeting that has lasted for three hours will adjourn immediately. Remaining business will be considered at a time and date fixed by the Chairman. If he/ she does not fix a date, the remaining business will be considered at the next ordinary meeting.

R5 **NOTICE OF SUMMONS TO MEETINGS**

- R5.1 The Secretary will give notice to the public of the time and place of any meeting in accordance with the Constitution of the Committee. At least ten [10] clear days before a meeting, [five [5] in the case of urgency as provided for in the Constitution] the Secretary will send a summons signed by him or her by electronic mail or by post (if the Member concerned so wishes) to every Member of the Committee or leave it at their usual place of residence. The summons will

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

give the date, time and place of each meeting and specify the business to be transacted, and will be accompanied by such reports as are available.

R6 **CHAIR OF MEETING**

R6.1 the person presiding at the meeting may exercise any power or duty of the Chair. Where these rules apply to Sub-Committee/ Working Party meetings, references to the Chair also include the Chair of Sub-Committees/ Working Parties.

R7 **QUORUM**

R7.1 The quorum of a meeting will be six [6] Voting Members. During any meeting if the Chair counts the number of Members present and declares there is not a quorum present, then the meeting will adjourn immediately. Remaining business will be considered at a time and date fixed by the Chair. If he/ she does not fix a date, the remaining business will be considered at the next ordinary meeting.

R8 **QUESTIONS BY MEMBERS**

**On reports of Sub Committee/Working Parties**

R8.1 A Member of the Committee may ask the Chair of any Sub Committee/ Working Party any question without notice upon an item of the report of the Sub Committee/ Working Party when the item is being received or under consideration by the Joint Committee.

R8.2 The questioner will have up to two minutes to ask his/ her question and one minute to ask any supplementary question. The respondent will have up to four minutes for the reply to the initial question and up to two minutes in response to any supplementary question.

**Questions on notice at Joint Committee Meeting**

R8.3 Subject to R8.5, a Member of the Committee may ask:-

- the Chair;
- the Chair of any Sub Committee/ Working Party

a question on any matter in relation to which the Committee has powers or duties or which affect the Objectives of the Committee.

**Questions on notice at Sub-Committees/ Working Parties**

R8.4 Subject to R8.5, a Member of a Sub Committee/ Working Party may ask the Chair of it a question on any matter in relation to which the Committee has powers or duties or which affect the Objectives of the Committee and which falls within the terms of reference of that Sub-Committee/ Working Party.

**Notice of questions**

R8.5 A Member may only ask a question under Rule R8.3 or R8.4 if either:-

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- (a) they have given at least two [2] working days notice in writing of the question to the Secretary; or
- (b) the question relates to urgent matters, they have the consent of the Chair to whom the question is to be put and the content of the question is given in writing (including by fax or electronic mail) to the Secretary by no later than 6 hours before the start of the meeting. In calculating the six hours the period from 5.00 pm to 8.30 am Monday to Friday shall be excluded as with all hours on a Saturday or Sunday [or Bank or Public Holiday](#).

### **Response**

R8.6 An answer may take the form of:-

- (a) a direct oral answer;
- (b) where the desired information is in a publication of the Committee or other published work, a reference to that publication; or
- (c) where the reply cannot conveniently be given orally, a written answer circulated later to the questioner and all other Members of the Committee.

### **Supplementary question**

R8.7 A Member asking a question under R8.3 or R8.4 may ask one supplementary question without notice of the Member to whom the first question was asked. The supplemental question must arise directly out of the original question or the reply.

## **MOTIONS ON NOTICE**

### **Notice**

R9.1 Except for motions which can be moved without notice under R10, written notice of every motion, signed by at least the proposer and seconder, must be delivered (including by fax or electronic mail) to the Secretary not later than five [5] clear days before the date of the meeting. These will be entered in a book or other written record open to public inspection.

### **Motion set out in agenda**

R9.2 Motions for which notice has been given will be listed on the agenda [or circulated to all members as an addition to the agenda] in the order in which notice was received, unless the Member giving notice states, in writing, that they propose to move it to a later meeting or withdraw it.

### **Scope**

R9.3 Motions must be about a matter(s) for which the Committee has a responsibility or which Objectives of the Committee.

## **MOTIONS WITHOUT NOTICE**

R10.1 The following motions may be moved without notice:-

- (a) to appoint a Chair of the meeting at which the motion is moved;

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- (b) in relation to the accuracy of the minutes;
- (c) to change the order of business in the agenda;
- (d) to refer something to an appropriate body or individual;
- (e) to appoint a Sub Committee/ Working Party or Member thereto arising from an item on the summons for the meeting;
- (f) to receive reports or adoption of recommendations of any Sub Committee/ Working Party or Officers and any resolutions following from them;
- (g) to withdraw a motion;
- (h) to amend a motion;
- (i) to proceed to the next business;
- (j) that the question be now put;
- (k) to adjourn a debate;
- (l) to adjourn a meeting;
- (m) that the meeting continue beyond three hours in duration;
- (n) to suspend a particular Meeting Procedure Rule for the item under debate; (see R19.1 below)
- (o) to exclude the public and press and/or Observer Authority Members
- (p) to not hear further a Member named under R17.1 or to exclude them from the meeting under R17.2;
- (q) to give the consent of the Joint Committee where its consent is required by its Constitution; and
- (r) request for a recorded vote under R13.8.

R11 **RULES OF DEBATE**

**No speeches until motion seconded**

- R11.1 No speeches may be made after the mover has moved a proposal and explained the purpose of it until the motion has been seconded.

**Right to require motion in writing**

- R11.2 Unless notice of the motion has already been given, the Chair may require it to be written down and handed to him/her before it is discussed.

**Seconder's speech**

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

R11.3 When seconding a motion or amendment, a Member may reserve their speech until later in the debate.

#### **Content and length of speeches**

R11.4 Speeches must be directed to the question under discussion or to a personal explanation or point of order. No speech may exceed three minutes without the consent of the Chairman.

R11.5 A Member who has spoken on a motion may not speak again whilst it is the subject of debate, except:-

- (a) to speak once on an amendment moved by another Member;
- (b) to move a further amendment if the motion has been amended since he/she last spoke;
- (c) if his/ her first speech was on an amendment moved by another Member, to speak on the main issue (whether or not the amendment on which he/ she spoke was carried);
- (d) in exercise of a right of reply;
- (e) on a point of order [as defined at R11.23]; and
- (f) by way of personal explanation (as defined at R11.24)

#### **Amendments to motions**

R11.6 An amendment to a motion must be relevant to the motion and will either be:-

- a] to refer the matter to an appropriate body or individual for consideration or reconsideration;
- b] to leave out words;
- c] to leave out words and insert or add others
- d] to insert or add words

as long as the effect of (ii) to (iv) is not to negate the motion.

R11.7 Unless the Chair rules to the contrary only one amendment may be moved and discussed at any one time. No further amendment may be moved until the amendment under discussion has been disposed of.

R11.8 If an amendment is not carried, other amendments to the original motion may be moved.

R11.9 If an amendment is carried, the motion as amended takes the place of the original motion. This becomes the substantive motion to which any further amendments are moved.

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

R11.10 After an amendment has been carried, the Chair will read out (or require the Secretary to read out) the amended motion before accepting any further amendments, or if there are none, put it to the vote.

#### **Alteration of motion**

R11.11 A Member may alter a motion of which he/ she has given notice with the consent of the meeting. The meeting's consent will be signified without discussion.

R11.12 A Member may alter a motion which he/ she has moved without notice with the consent of both the meeting and the seconder. The meeting's consent will be signified without discussion.

R11.13 Only alterations which could be made as an amendment may be made.

#### **Withdrawal of motion**

R11.14 A Member may withdraw a motion which he/ she has moved with the consent of both the meeting and the seconder. The meeting's consent will be signified without discussion. No Member may speak on the motion after the mover has asked permission to withdraw it unless such permission is refused.

#### **Right of reply**

R11.15 The mover of a motion has a right to reply at the end of the debate on the motion, immediately before it is put to the vote.

R11.16 If an amendment is moved, the mover of the original motion has the right of reply at the close of the debate on the amendment, but may not otherwise speak on it.

R11.17 The mover of the amendment has no right of reply to the debate on his or her amendment.

#### **Motions which may be moved during debate**

R11.18 When a motion is under debate, no other motion may be moved except the following procedural motions:-

- (a) to withdraw a motion;
- (b) to amend a motion;
- (c) to proceed to the next business;
- (d) that the question be now put;
- (e) to adjourn a debate;
- (f) to adjourn a meeting;
- (g) that the meeting continue beyond three hours in duration;
- (h) to exclude the public and press; and

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- (i) to not hear further a Member named under R17.1 or to exclude them from the meeting under R17.2.

### **Closure motions**

R11.19 A Member may move, without comment, the following motions at the end of a speech of another Member:-

- (a) to proceed to the next business;
- (b) that the question be now put;
- (c) to adjourn a debate; or
- (d) to adjourn a meeting.

R11.20 If a motion **to proceed to next business** is seconded and the Chair thinks the item has been sufficiently discussed, he or she will give the mover of the original motion a right of reply and then put the procedural motion to the vote.

R11.21 If a motion **that the question be now put** is seconded and the Chair thinks the item has been sufficiently discussed, he/ she will put the procedural motion to the vote. If it is passed he/ she will give the mover of the original motion a right of reply before putting his/her motion to the vote.

R11.22 If a motion to adjourn the debate or to adjourn the meeting is seconded and the Chair thinks the item has not been sufficiently discussed and cannot reasonably be so discussed on that occasion, he/ she will put the procedural motion to the vote without giving the mover of the original motion the right of reply.

### **Point of order**

R11.23 A Member may raise a point of order at any time. The Chair will hear them immediately. **A point of order may only relate to an alleged breach of these Meeting Procedure Rules or the law.** The Member must indicate the rule or law and the way in which he/she considers it has been broken. The ruling of the Chair on the matter is final.

### **Personal explanation**

R11.24 A Member may make a personal explanation at any time. **A personal explanation may only relate to some material part of an earlier speech by the Member which may appear to have been misunderstood in the present debate.** The ruling of the Chair on the admissibility of a personal explanation will be final.

## R12 **PREVIOUS DECISIONS AND MOTIONS**

### **Motion to rescind a previous decision**

R12.1 A motion or amendment to rescind a decision made at a meeting of the Joint Committee within the past six months cannot be moved unless the notice of motion is signed by at least three [3] Voting Members of the Committee but this Meeting Procedure Rule shall not apply to motions moved in pursuance of a

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

recommendation of a Sub Committee/ Working Party. Once the motion or amendment is dealt with, no-one (irrespective of the number of Members prepared to sign a further motion to the same effect as the one dealt with) can propose a further motion or amendment or similar effect for six months.

**Motion similar to one previously rejected**

R12.2 A motion or amendment in similar terms to one that has been rejected at a meeting of the Committee in the past six [6] months cannot be moved unless the notice of motion or amendment is signed by at three [3] of all Voting Members of the Committee. Once the motion or amendment is dealt with, no-one (irrespective of the number of Members prepared to sign a further motion to the same effect as the one dealt with) can propose a further motion or amendment of similar effect for six months.

R13 **VOTING**

**Majority**

R13.1 Unless the Constitution of the Committee provides otherwise, any matter will be decided by a simple majority of those Members voting and present in the room at the time the question was put.

**Deferral Vote/ Chair's Casting Vote**

R13.2 In the event of an equality of votes there shall not, at the first meeting of the Joint Committee where the issue concerned is before the Committee for determination, be a second or casting vote for the Chair of the meeting if a "Deferral Vote" is cast as provided for in R13.3 below.

R13.3 Each of the Voting Members shall, at a first meeting of the Joint Committee where an issue concerned is first before the Committee for determination be able to cast, at the time of voting on a particular issue, a "Deferral Vote".

R13.4 The effect of a "Deferral Vote" being cast is that the determination of the issue will automatically be deferred for seven (7) days (or such longer period as may be determined by the Committee) - the Deferral Period. During that Deferral Period all members of the Committee can discuss the issue informally with each other and they can consult with other members of their own Council.

R13.5 At the end of the Deferral Period a further meeting of the Committee will be held (as an adjourned meeting of the meeting at which the Deferral Vote(s) was cast). The issue will be discussed again and any written views of any of the Principal Partner Councils and/ or Observer Authorities given due consideration. On this occasion if there is an equality of votes the Chair shall have a second or casting vote to ensure that a decision can be made.

R13.6 There will be no restrictions on whether or not, or how, the Chairman chooses to exercise a casting vote except that if there is an equality of votes for the Election of Chair of the Committee, the person presiding at the meeting shall exercise a casting vote.

**Show of hands**

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- R13.7 Unless a recorded vote is demanded under R13.8 the Chair will take the vote by show of hands, or if there is no dissent, by the affirmation of the meeting.

**Recorded vote**

- R13.8 If four [4] Members present at the meeting demand it prior to a vote being taken, the names for and against the motion or amendment or abstaining from voting will be taken down in writing and entered into the minutes.

**Right to require individual vote to be recorded**

- R13.9 Where any Member requests it immediately after the vote is taken, their vote will be so recorded in the minutes to show whether they voted for or against the motion or abstained from voting.

R14 **MINUTES**

**Signing the minutes**

- R14.1 The Chair will sign the minutes of the proceedings at the next suitable meeting. The Chair will move that the minutes of the previous meeting be signed as a correct record. The only part of the minutes that can be discussed is their accuracy.

**No requirements to sign minutes of previous meeting at an extraordinary meeting**

- R14.2 Where in relation to any meeting, the next meeting for the purpose of signing the minutes is an Extraordinary Meeting, then the next following meeting (being a meeting called otherwise than as an Extraordinary Meeting) will be treated as a suitable meeting for the purposes of signing of minutes.

**Forms of minutes**

- R14.3 Minutes will contain all motions and amendments in the exact form and order the Chair put them.

R15 **RECORD OF ATTENDANCE**

- R15.1 All Members present during the whole or part of a meeting must sign their names on the attendance sheets before the conclusion of every meeting to assist with the record of attendance.

R16 **EXCLUSION OF PUBLIC/OBSERVER AUTHORITY MEMBERS**

- R16.1 Member of the public and press may only be excluded either in accordance with the Access to Information legislation applying to Principal Councils or R18 (Disturbance by Public).
- R16.2 The Voting Members of the Joint Committee may by majority vote resolve to exclude the Observer Authority Members from any part [or the whole] of a meeting for whatever reason.

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

R17 **MEMBERS' CONDUCT**

**Member not to be heard further**

R17.1 If a Member persistently disregards the ruling of the Chair by behaving improperly or offensively or deliberately obstructs business, the Chair may move that the Member be not heard further. If seconded, the motion will be voted on without discussion.

**Member to leave the meeting**

R17.2 If the Member continues to behave improperly after such a motion as referred to in Rule R17.1 is carried, the Chair may move that either the Member leaves the meeting or that the meeting is adjourned for a specified period. If seconded, the motion will be voted on without discussion.

**General disturbance**

R17.3 If there is a general disturbance making orderly business impossible, the Chair may adjourn the meeting for as long as he/she thinks necessary.

R18 **DISTURBANCE BY PUBLIC**

**Removal of member of the public**

R18.1 If a member of the public interrupts proceedings, the Chair will warn the person concerned. If they continue to interrupt, the Chair will order their removal from the meeting room.

**Clearance of part of meeting room**

R18.2 If there is a general disturbance in any part of the meeting room open to the public, the Chair may call for that part to be cleared.

R19 **SUSPENSION AND AMENDMENT OF THE COMMITTEE MEETING PROCEDURE RULES**

**Suspension**

R19.1 All of these Meeting Procedure Rules - except R1.2, R13.2 – R13.5, R13.8, R13.9, R14.2, R16 may be suspended by successful motion without notice if at least three [3] Voting Members of the Committee are present. Suspension can only be in respect of a specific item under debate or for the duration of the meeting, as specified in the successful motion.

**Amendment**

R19.2 Any motion to add to, vary or revoke these Meeting Procedure Rules will, when proposed and seconded, stand adjourned without discussion to the next ordinary meeting of the Committee.

R20 **APPLICATION TO SUB-COMMITTEES AND WORKING PARTIES**

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

R20.1 All of the Meeting Procedure Rules apply to meetings of other Sub Committees/ Working Parties with appropriate interpretation to those bodies

R21 **MOTIONS AFFECTING PERSONS EMPLOYED ON BEHALF OF THE JOINT COMMITTEE MEETING**

21.1 If any question arises at a meeting of the Committee, or of a Sub Committee/ Working Party thereof as to the appointment, promotion, dismissal, salary, superannuation or conditions of service, or as to the conduct of any person employed on behalf of the Committee, such question shall not be the subject of discussion until the Committee or Sub Committee/ Working Party, as the case may be, has decided whether or not the power of exclusion of the public and/ or Observer Authority Members shall be exercised.

R22 **INTEREST OF MEMBERS IN CONTRACTS AND OTHER MATTERS**

**Personal Interests**

R22.1 Any Member of the Committee having a personal interest within the meaning of paragraph 8 of the Local Authorities [Model Code of Conduct][England] Order 2001, issued under Section 51 of the Local Government Act 2000, in any matter being considered by the Council, or one of its Sub-Committees or Working Parties shall declare it at the commencement of the meeting where the matter is discussed, or to be discussed, or immediately it becomes apparent. After declaring a personal interest he/ she may then participate fully in the debate and vote on the matter to which the interest relates.

**Prejudicial Interests**

R22.2 Any Member who has a prejudicial interest within the meaning of Paragraph 10 [1] of the Local Authorities [Model Code of Conduct][England] Order 2000, issued under Section 51 of the Local Government Act 2000, must withdraw from the room or chamber where a meeting is being held whenever it becomes apparent that he/she has such an interest unless he/she has first obtained a dispensation from his/her Council's Standards Committee.

R22.3 In addition to withdrawing from the meeting, a Member with a prejudicial interest must not, prior to or during the meeting at which the matter is being considered, seek improperly to influence the outcome of that matter.

R22.4 Nevertheless, a Member with a prejudicial interest may regard him/ herself as not debarred from participation in debate if that matter relates to any of the following;

- (a) another Authority to which the Members' Code applies;
- (b) another public authority in which he/she holds a position of general control or management;
- (c) a body to which he/ she has been appointed or nominated by the Committee as its representative;

R22.5 Where any of the foregoing applies and the Member regards him/herself as being exempt from the provisions of the Members Code, he/ she may participate fully in the debate and vote on that matter.

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

R22.6 For the avoidance of doubt, a prejudicial interest arises when a Member with a personal interest in a matter has reason to believe that a member of the public with knowledge of the relevant facts would reasonably regard that interest as being so significant that it is likely to prejudice the Member's judgement of the public interest.

R23. **INTERPRETATION**

R23.1 The Chairs ruling as to interpretation of the Constitution, these Meeting Procedure Rules and the Overview and Scrutiny Procedure Rules shall not be challenged at any meeting.

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

**SHROPSHIRE  
WASTE PARTNERSHIP JOINT COMMITTEE**

**SCHEDULE 2 TO THE CONSTITUTION**

**OVERVIEW AND SCRUTINY**

**PROCEDURE RULES**

*23/07/2007*

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

## 1. **PREAMBLE**

In the Partnership's Constitution, Section 16 sets out briefly the Scrutiny Arrangements in respect of the Functions of the Committee, it states:-

- 1.1 "The decisions, actions and activities of the Committee shall be subject to the Scrutiny Arrangements of each Principal Partner Council until such time as Joint Scrutiny arrangements can be lawfully pursued. Decisions of the Committee shall be notified to all those to whom agenda papers etc are despatched in accordance with clause 7.6 [of the Constitution] within seven [7] working days of the decision being reached.
- 1.2 The Committee, its Members and its Officer advisors, shall fully co-operate with the relevant Scrutiny Committee of any of the Principal Partner Councils.
- 1.3 Any decision of the Committee called in for Scrutiny before it is implemented shall not be implemented until the Scrutiny procedures of the Principal Partner Council whose membership has called in the decision has been completed. A call in of such a decision can only be made if the decision concerned affects the Principal Partner Council whose membership wishes to call in the decision.
- 1.4 Where a decision is called in each of the Scrutiny Committees of each of the Principal Partner Councils will be invited to meet jointly to hear evidence, views, options considered, reasons for decision and to ask questions of appropriate Member[s] of the Committee and its Officer advisors [and others invited to participate]. After these 'hearings' each Scrutiny Committee will meet separately to decide on what comment, view or recommendations [if any], it wishes to make to the Committee.
- 1.5 The Overview and Scrutiny Procedural Rules set out in Schedule 2 of the Constitution shall apply."

## 2. **DEFINITIONS**

- 2.1 In the Overview and Scrutiny Procedure Rules:-
  - [a] the phrase "A Scrutiny Committee" is a reference to whichever body or bodies within each Principal Partner Council has responsibility for the Overview and Scrutiny (Policy Review, Policy Development or Call-In Power) role in respect of implementing waste management functions within that Council
  - [b] "Executive Decision" means a decision which the Committee has the authority to both reach and to instruct to be implemented.

## 3. **AVOIDING CONFLICT OF INTERESTS**

- 3.1 A member of the Committee must if he/ she is involved in the consideration of a matter at a meeting of a Scrutiny Committee or a Sub-Committee of such a Committee regard him/herself as having a personal and a prejudicial interest if that consideration relates to a decision made, or action taken, by the Committee or any Sub Committee/ Working Party of the Committee.
- 3.2 Sub-paragraph 2.1 above shall not apply if that Member attends that meeting for the purpose of answering questions or otherwise giving evidence relating to that decision or action.

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

4. **WORK PROGRAMME**

- 4.1 A Scrutiny Committee has to notify the Committee if it includes in its work programme any aspect of policy development or review relating to the work or Functions of the Committee.

5. **REPORTS FROM A SCRUTINY COMMITTEE**

- 5.1 Once it has formed recommendations on proposals for development, a Scrutiny Committee will prepare a formal report and submit it for consideration by the Committee.
- 5.2 The Committee shall consider the report of a Scrutiny Committee within one month of it being submitted to the Secretary of the Committee and shall issue a formal response to such a report.

6. **RIGHTS OF OVERVIEW AND SCRUTINY COMMITTEE MEMBERS TO DOCUMENTS**

- 6.1 The Committee acknowledges that in addition to their rights as Councillors in respect of their own Council, Members of a Scrutiny Committee have the additional right to documents, and to notice of meetings as set out in the Access to Information Procedure Rules of their Council's Constitution as though the Committee was a Committee or Panel of that Council.
- 6.2 Nothing in this paragraph prevents more detailed liaison between the Committee and a Scrutiny Committee as appropriate depending on the particular matter under consideration.

7. **MEMBERS AND OFFICERS GIVING ACCOUNT**

- 7.1 A Scrutiny Committee may scrutinise and review decisions made or actions taken in connection with the discharge of any of the Committee's functions. As well as reviewing documentation, in fulfilling the scrutiny role, it may require the Chair and/ or its own member of the Committee, its Officer representative on the Senior Office Group and/ or the Committee's Programme Manager, to attend before it to explain in relation to matters within their remit:-
- a] any particular decision or series of decisions;
  - b] the extent to which the actions taken implement approved Business/ Action Plan; and/or
  - c] their performance
- and it is the duty of those persons to attend if so required.

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

- 7.2.1 Where any Member or Officer is required to attend a Scrutiny Committee under this provision, the Chair of that Committee will inform the Proper Officer of their own Council.
- 7.2.2 That Proper Officer shall inform the Member or Officer in writing giving at least ten working days notice of the meeting at which he/ she is required to attend, such notice to state the nature of the item on which he/ she is required to attend to give account and whether any papers are required to be produced for the Committee.
- 7.2.3 Where the account to be given to the Committee will require the production of a report, then the Member or Officer concerned will be given sufficient notice to allow for preparation of that documentation.
- 7.3 Where, in exceptional circumstances, the Member or Officer is unable to attend on the required date, then the Scrutiny Committee shall in consultation with the Member or Officer arrange an alternative date for attendance which shall be as soon as practicable in relation to the original date specified.

## 8. **CALL- IN**

- 8.1 When an Executive decision is made by the Committee, the decision shall be published, including where possible by electronic means, and shall be available at the main offices of each of the Principal Partner Councils normally within seven [7] working days of being made. All Members of a Scrutiny Committee will be sent copies of the records of all such decisions within the same timescale, by the Secretary of the Committee.
- 8.2 That notice will bear the date on which it is published and will specify that the decision will come into force, and may then be implemented, on the expiry of seven [7] working days after the publication of the decision, unless a Scrutiny Committee [or other process as provided for in the Constitution of any Principal Partner Council] objects to it and calls it in.
- 8.3.1 The Proper Officer of the Principal Partner Council[s] whose call in procedures have been involved, shall then notify the Secretary of the Committee of the call-in and the Secretary will notify the decision taker.
- 8.3.2 He/ she [The Proper Officer concerned] shall call a meeting of the Scrutiny Committee on such date as he/she may determine, where possible after consultation with the Chairman of the Scrutiny Committee, and in any case within 21 days of receipt of the decision to call-in.
- 8.4 Where a decision is called in each of the Scrutiny Committees of each of the Principal Partner Councils will be invited to meet jointly to hear evidence, views, options considered, reasons for decision and to ask questions of appropriate Member[s] of the Joint Committee and its Officer advisors [and others invited to participate]. After these 'hearings' each Scrutiny Committee will meet separately to decide on what comment, view or recommendations [if any], it wishes to make to the Committee.
- 8.5 If, having considered the Executive decision, a Scrutiny Committee is concerned about it, then it may refer it back to the decision maker (the Committee, or Officer as appropriate) for reconsideration, setting out in writing the nature of its concerns. If referred back to the decision maker for reconsideration they [the decision maker] will have a further seven [7] working days to consider whether to amend the original decision before reaching a final decision.

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

8.6 If following an objection to an Executive decision, a Scrutiny Committee does not meet in the period set out above, or does meet but does not refer the matter back to the decision maker, the decision shall take effect on the date of the Scrutiny meeting, or the expiry of the period in which it should have met whichever is the earlier.

## 9. **CALL-IN AND URGENCY**

9.1.1 The call-in procedure set out above shall not apply where the decision being taken by the Committee is urgent.

9.1.2 A decision will be deemed to be urgent if any delay likely to be caused by the call-in process would seriously prejudice the Committee's or the public's interests.

9.1.3 The record of the decision and notice by which it is made, shall state whether in the opinion of the decision maker, the decision is an urgent one and, therefore, not subject to call-in.

9.1.4 The Chair of the Scrutiny Committee of the Principal Partner Council whose voting member representative is the Chair of the Committee must agree both that the decision proposed is reasonable in all circumstances and to it being treated as a matter of urgency.

9.1.5 In the absence of the Chair the Vice-Chair of that Scrutiny Committee's consent shall be required. In the absence of both, the Head of Paid Service of that Principal Partner Council or his/her nominee's consent shall be required.

9.2 The operation of the provisions relating to call-in and urgency shall be monitored annually by the Secretary of the Committee, and a report submitted to the Committee with proposals for review if necessary.

## 10. **PROCEDURE AT OVERVIEW AND SCRUTINY COMMITTEE**

10.1 Where a Scrutiny Committee conducts investigations (with a view to policy development or review) the Committee may also ask people to attend to give evidence at Committee meetings which are to be conducted in accordance with the following principles:-

a] that the investigation be conducted fairly and all Members of the Committee be given the opportunity to ask questions of attendees, and to contribute and speak;

b] that those assisting the Committee by giving evidence be treated with respect and courtesy; and

c] that the investigation be conducted so as to maximise the efficiency of the investigation or analysis.

10.2 Following any investigation or review, the Committee shall prepare a report, for submission to the Committee and shall make its report and findings public.

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

**SHROPSHIRE WASTE PARTNERSHIP JOINT  
COMMITTEE**

**SCHEDULE 3 TO THE CONSTITUTION**

**BUDGETS AND RESIDUAL COSTS PER PARA  
13.3.4(a)**

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

## Budgets for Integrated Waste Management Contract-Summary

	Bridgnorth	S.Shropshire	Oswestry	N.Shropshire	Shropshire CC	Total
	£	£	£	£	£	£
<b>2004/05 Total Budget</b>	996,640	1,508,403	1,061,982	1,717,530	8,211,600	13,496,155
Staff costs to be transferred into waste budget	59,700					59,700
Adjusted budget	1,056,340	1,508,403	1,061,982	1,717,530	8,211,600	13,555,855
<u>Notionally split between:</u>						
Contract	955,390	1,349,502	856,897	1,415,796	7,032,300	11,609,885
Client			70,794	131,399	884,310	1,086,503
<b>2004/05 Budget available to client/contract</b>	955,390	1,349,502	927,691	1,547,195	7,916,610	12,696,388
<b>Residual (*See breakdown Below)</b>	<b>100,950</b>	<b>158,901</b>	<b>134,291</b>	<b>170,335</b>	<b>294,990</b>	<b>859,467</b>
	1,056,340	1,508,403	1,061,982	1,717,530	8,211,600	13,555,855
<b>Anticipated growth in budget available to client/contract</b>						
<b>2005/2006</b> Bridgnorth predetermined changes	(27,300)					(27,300)
Inflation - 2.5%	23,885	33,738	23,192	38,680	197,915	317,410
South Shropshire additional 2.5% inflation		33,738				33,738
Landfill					495,000	495,000
Other growth					225,000	225,000
<b>Forecast budget available to client/contract</b>	951,975	1,416,977	950,883	1,585,875	8,834,525	13,740,235
<b>2006/07</b> Inflation - 2.5%	23,799	35,424	23,772	39,647	220,863	343,506
South Shropshire additional 2.5% inflation		35,424				35,424
Landfill					495,000	495,000
<b>Forecast budget available to client/contract</b>	975,774	1,487,826	974,655	1,625,522	9,550,388	14,614,166
<b>2007/08</b> Inflation - 2.5%	24,394	37,196	24,366	40,638	238,760	365,354
South Shropshire additional 2.5% inflation		37,196				37,196
Landfill					495,000	495,000
<b>Forecast budget available to client/contract</b>	1,000,168	1,562,217	999,022	1,666,160	10,284,148	15,511,715
<b>Costs to be met from budget available to client contract in 2007/08</b>						
Contract (£14,949,770 estimated pooled budget plus £2.3m affordability gap)						17,249,770
Client costs (£350,000 for managing contract and £100,000 for Waste Education)						450,000
Contingency (based on previous estimate)						167,649
<b>Shortfall Affordability gap identified in OBC</b>						(2,300,000)
<b>Shortfall in anticipated budget available to client/contract</b>						(55,704)
						(2,355,704)

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)

IN WITNESS whereof the Partners have caused their respective Common Seals to be affixed to this document as a Deed on the date first before written

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

The Common Seal of  
Oswestry Borough Council  
was hereunto affixed in the  
presence of:-

The Common Seal of  
North Shropshire District  
Council was hereunto affixed  
in the presence of:-

The Common Seal of  
Shropshire County  
Council was hereunto affixed  
in the presence of:-

The Common Seal of  
South Shropshire County  
Council was hereunto affixed  
in the presence of:-

23/07/2007

Shropshire Waste Partnership Committee (Inaugural AGM – 3 August 2004)