

## **SOUTH YORKSHIRE WASTE PARTNERSHIP BOARD**

**Venue: Council Chamber,  
Rotherham Town Hall**

**Date: Monday 23 September 2024**

**Time: 2.00 p.m.**

### **A G E N D A**

- 1. Introductions and Apologies**
- 2. Declarations of Interest**
- 3. Minutes from the SY Joint Waste Board held on 14 March 2024 (Pages 3 - 5)**
- 4. South Yorkshire Waste Partnership Board (Pages 7 - 34)**
  - Appointment of new Chairman
  - Appointment of new Vice-Chairman
  - Authorised Representatives
  - Rotation of Chair Changes
- 5. Meeting Attendance / Frequency (Pages 35 - 53)**
  - Attendance / Meeting Frequency – Discussion
- 6. SY Joint Working**
  - Waste and Resource Strategy
  - Legislation Changes affecting services
  - Policy Update – timeline?
  - Working together for the future (SYMWS)
- 7. Portfolio Updates**
  - BMBC
  - DCC
  - RMBC
  - SCC
- 8. Letter to Secretary of State**
  - Who to issue
  - Approval to issue
- 9. Any Other Business**
- 10. Date and Time of Next Meeting**

Tuesday 17 December 2024 at 9.00am at Rotherham Town Hall.

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**South Yorkshire Waste Partnership Board****Thursday 14 March 2024**

Present: Councillor James Higginbotton (Chair), Councillor David Sheppard, Councillor Mark Houlbrook. Also in attendance were Paul Castle, Lisbeth Baxter, Paul Hutchinson, Rhonda Fleetwood. And Neil Townrow

Apologies for absence had been received from Paul Woodcock, Dan Swaine, Matt O'Neill, Sam Barstow, Kellie Hopkins and Huw Russell.

Apologies for Cllr Otten were obtained during the meeting via email from his PA.

**102. DECLARATIONS OF INTEREST**

There were no Declarations of Interest made at this meeting.

**103. MINUTES OF THE PREVIOUS MEETING HELD ON 26 JUNE 2023 AND MATTERS ARISING**

There were no matters arising to consider.

Resolved - That the minutes of the previous meeting held on 26 June 2023 be approved as a true and correct record of proceedings.

**104. SOUTH YORKSHIRE MUNICIPAL WASTE STRATEGY****SYWP Strategy Review**

**Resolved** - That the report be noted.

**Timeline of Legislation Changes**

**Resolved** - That the report be noted.

**Level or position of Strategy**

Cllr Houlbrook wanted it acknowledged that due to Covid the SYWPS was not able to be progressed during this time.

BB gave a brief overview of the current SYWPS, and work related to the KSP's:

- Impacts on the ability to deliver various KSP's due to the pandemic but acknowledged that a lot of work has been done on education campaigns for food waste minimisation,
- School visits could not be carried out during the pandemic.
- The South Yorkshire customer charter commenced but was then put on hold due to new legislation.
- Councils looked collaboratively at HWRC and the possibility of "super sites", as well as the potential of an MRF across BDRS. Due to factors including a lack of staff resources and funding availability,

coupled with no direction from central government, this was put on hold.

- Looked at a knowledge bank and we have a SharePoint system where information can be accessed by the councils
- BDRS JWT meetings every 6 weeks.
- Looked at a joint commercial plan, but due to each council having their own no progress was made.
- Looked at a joint calendar of events but finding more education through webinars since the pandemic.
- Did not support any SMEs due to the pandemic as a lot of businesses closed down and some did not reopen.
- Looked at waste technology to increase recycling and IT services, but contracts have changed over this time.
- Procurement of vehicles was an issue as no direction on collections so put on hold.
- Digital services, RMBC has done a lot of work on this and, hopefully, should be delivering next few months.
- Looked to deliver VFM but some differences were seen around this. Successfully retendered the HWRC contract and investment made as part of this.
- Site tours were conducted at the site for CIWM and EA.

Discussions were held around the agreement needed on the direction of how the SYMWS should be reviewed and updated going forward, considering that legislation has been delayed i.e. Environment Act and the current strategy is out of date due to considerable changes in the waste environment since the original version was created. Many councils are changing the way they deliver waste services, with an emphasis on reducing waste, increasing recycling, and sustainability, but it needs to be acknowledged that each council has differences around its own service needs, so the ability to standardise these has proved to be difficult.

All acknowledged the fact we are waiting for legislation from the government and that elections are coming up, but that we do have common ground around environmental and sustainability plans and have waste embedded in these, but it is not helpful when councils are unable to make decisions as a partnership.

Cllr Houlbrook suggested drafting a letter to Defra lobbying the government on issues with legislation changes delayed.

BB – Will review all the council's climate change actions and what is specific to waste to then present a report to the Steering Committee. Agreed that a letter to Defra is pertinent and timely as having attended a recent network group meeting with Defra there are a lot of challenges for councils and Defra have asked councils to email them any questions they may have, but we can also formalise in a letter to the current secretary of state for environment and again after the election.

All agreed SYWSP should be updated using the council's environmental and climate change plans, and how these plans aspirations can be by the SYMWS. Using principles of these plans rather than specific actions will, for each council allow them to then be able to shape their service to meet

these corporate plans. Will also prevent a specific SYMWP from requiring constant updating as waste legislation changes.

**Action** – The 4 councils are to look at developing a South Yorkshire Waste Strategy with guiding principles based on existing KSP's along with each council's environmental and climate change plans.

**Action** – Letter drafted to Defra lobbying legislation delayed.

**Action** – BB to review all the council's climate change and sustainability action plans and collate what is specific/pertinent to waste to create a new supporting SYMWS and present a report to the Steering Committee for further development.

**105. ANY OTHER BUSINESS**

There was no other business to consider.

**106. DATE, TIME AND VENUE OF THE NEXT MEETING**

The next meeting will take place on 2 July 2024 at 9.30am at Rotherham Town Hall.

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**MEMORANDUM OF UNDERSTANDING****Contents**

1. Background
2. Key objectives for each Project
3. Principles of collaboration
4. Project governance
5. Roles and responsibilities
6. Escalation
7. Intellectual property
8. Term and termination
9. Variation
10. Charges and liabilities
11. Status
12. Governing law and jurisdiction

**Annex A: Projects**

Part 1: South Yorkshire Municipal Waste Strategy

**Annex B: Information Sharing Protocol**

Annex C: Programme Board and Steering Group terms of reference

**Annex D: Contributions**

This agreement is dated [ ] [ ] 2018.

**PARTIES**

- (1) Barnsley Metropolitan Borough Council whose principal office is at The Town Hall, Barnsley S70 2TA (**Barnsley**);
- (2) Doncaster Borough Council whose principal office is at Civic Office, Waterdale, Doncaster DN1 3EQ (**Doncaster**);
- (3) Rotherham Borough Council whose principal office is at Riverside House, Main Street, Rotherham S60 1AE (**Rotherham**); and
- (4) Sheffield City Council whose principal office is at The Town Hall, Pinstone Street, Sheffield S1 2HH (**Sheffield**),

(each a **Party** and together the **Parties**).

**1. BACKGROUND**

- 1.1 The Parties have agreed to work together on each project detailed in Annex A (each and every project to be set out in a separate Part of Annex A being a **Project**).
- 1.2 The Parties wish to record the basis on which they will collaborate with each other on each Project.
- 1.3 This Memorandum of Understanding (the **MoU**) sets out:
  - (a) the key objectives for each Project;
  - (b) the principles of collaboration;
  - (c) the governance structures the Parties will put in place; and
  - (d) the respective roles and responsibilities the Parties will have during each Project.

**2. KEY OBJECTIVES FOR EACH PROJECT**

- 2.1 The Parties shall undertake each Project to achieve the key objectives set out in the relevant Part of Annex A to this MoU (the **Key Objectives**).
- 2.2 The Parties acknowledge that the current position with regard to each Project and the contributions already made (financial and otherwise) are as detailed in Annex D (which provides overarching guidance on any financial allocation between the Parties) and the relevant Part of Annex A (which provides Project-specific financial allocation based on the principles of Annex D) to this MoU.
- 2.3 The outputs from the Project as detailed in Part 1 of Annex A to this MoU will be tendered on the basis of an output based specification. Each Party will need to identify required outputs for that specification.

**3. PRINCIPLES OF COLLABORATION**

- 3.1 The Parties agree to adopt the following principles when carrying out each Project (**Principles**):
  - (a) **collaborate and co-operate**: establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;



- (b) **be accountable:** take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- (c) **be open:** communicate openly about major concerns, issues or opportunities relating to the Project;
- (d) **learn, develop and seek to achieve full potential:** share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) **adopt a positive outlook:** behave in a positive, proactive manner;
- (f) **adhere to statutory requirements and best practice:** comply with applicable laws and standards including EU procurement rules (where relevant), data protection and freedom of information legislation. In particular the Parties agree to comply with the requirements of the Information Sharing Protocol attached to this MoU in Annex B;
- (g) **act in a timely manner:** recognise the time-critical nature of the outputs of the Project and respond accordingly to requests for support;
- (h) **manage stakeholders effectively:** engage with stakeholders (internal stakeholders within the Parties and any external stakeholders) to encourage regular and consistent participation in meetings and briefings, manage timetabling for each Project so that they are realistic and stakeholders are appraised of risks to such timetable and implement a communications system to ensure timely dissemination of Project information and to obtain stakeholder feedback;
- (i) **deploy appropriate resources:** ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU. In particular the Parties agree to make the contributions detailed in Annex D to this MoU; and
- (j) **act in good faith:** to support achievement of the Key Objectives and compliance with these Principles.

3.2 It is recognised that for implementation of a Project there may be a range of procurement routes and potential contract structures which will need to be evaluated jointly, together with an appreciation by all other Parties of a Party's current contracting arrangements, obligations, potential liabilities and opportunities concerning waste management services which are proposed to be procured by a Project. The Parties will work together to determine the appropriate procurement routes and contract structures for each Project. The Parties will work together closely irrespective of the resulting contract structure decided upon.

3.3 The Parties shall meet their own costs of preparing for and supporting the discussion of prospective Projects at Programme Board, Steering Group and Programme Team meetings (and where any feasibility studies are commissioned for any Project to be investigated for any of the Parties which will not have its financial apportionment based on tonnage then the costs of such feasibility studies shall be borne equally by the participating Parties unless otherwise agreed).

## 4. PROJECT GOVERNANCE

### 4.1 Overview

The governance structure defined below provides a structure for the development and delivery of each Project.

### 4.2 Guiding principles

The following guiding principles are agreed. Each Project's governance will:

- (a) provide strategic oversight and direction;

(b) be based on clearly defined roles and responsibilities at Party, directorate, group and, where necessary, individual level within each Party and in addition, where relevant, be based on existing joint working arrangements between some or all of the Parties;

(c) align decision-making authority with the criticality of the decisions required;

(d) be aligned with the Project scope (and each Project stage) (and may therefore require changes over time);

(e) leverage existing organisational, group and user relationships;

(f) provide coherent, timely and efficient decision-making; and

(g) correspond with the key features of the governance arrangements applicable to each Project as set out in this MoU.

#### **4.3 Programme Board: members – programme level for all Projects**

(a) The **Programme Board** provides overall strategic oversight and direction to all of the Projects. It has an overarching role to provide a programmed multi-Project governance regime which applies to each of the Projects.

At the date of this MoU this group will consist of one (1) member from each Party being each Party's portfolio holder for waste management (or equivalent role description):

**Barnsley:** Cabinet Spokesperson - Place

**Doncaster:** Portfolio Holder for Communities, Voluntary Sector and the Environment

**Rotherham:** Cabinet Member for Waste, Roads and Community Safety

**Sheffield:** Cabinet Member for Environment and Streetscene,

and each Party's strategic/executive director with responsibility for waste management service contracts:

**Barnsley:** Executive Director - Place

**Doncaster:** Director of Regeneration and Environment

**Rotherham:** Strategic Director - Regeneration and the Environment

**Sheffield:** Executive Director - Place.

(b) The Programme Board shall meet at least quarterly and be managed in accordance with the terms of reference set out in Annex C to this MoU.

#### **4.4 Steering Group: officers – programme level for all Projects**

The Parties have agreed a steering committee (the **Steering Group**) to provide Party senior officer strategic oversight and direction to oversee each Project. The group will consist of one (1) senior officer at assistant director level or equivalent as each Party's nominated senior responsible owner (the **Senior Responsible Owner**), (where a programme based project management approach is adopted to cater for multiple future Projects) a programme manager appointed by or behalf of one or more of the Parties to project manage the Projects (the **Programme Manager**) who will co-ordinate input from the technical, commercial and procurement leads for each Party who will lead their respective workstreams (the **Workstream Leads**).

At the date of this MoU this group will consist of the following officers from the Parties:

**Barnsley:** Service Director, Environment & Transport, Senior Responsible Owner

**Doncaster:** Assistant Director of Environment, Senior Responsible Owner

**Rotherham:** Assistant Director, Community Safety & Street Scene, Senior Responsible Owner

**Sheffield:** Head of Waste Management, Senior Responsible Owner

(Where applicable) Programme Manager: BDR Manager

Workstream Lead (Technical)

Workstream Lead (Commercial)

Workstream Lead (Procurement).

4.5 The Steering Group will:

- (a) determine each Project's plan with key milestone stages (the **Project Plan**); and
- (b) meet on a regular basis (at least once every six (6) weeks) to discuss each Project and its Project Plan.

The Steering Group shall be managed in accordance with the terms of reference set out in Annex C to this MoU.

**4.6 Programme Team: officers – Programme level for all Projects**

(a) The Programme Team will provide strategic management for each Project at both Project and Workstream Lead level. It will provide assurance to the Programme Board and the Steering Group that the Key Objectives are being met and that each Project is performing within the boundaries set by the Programme Board and the Steering Group.

(b) The Programme Team consists of representatives from each of the Parties. The Programme Team shall have responsibility for the creation and execution of each Project Plan and each Project's deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Programme Team. The core Programme Team members are:

**Barnsley:** Principal Contracts and Commercial Officer

**Doncaster:** Waste & Recycling Manager

**Rotherham:** Waste Officer

**Sheffield:** Waste Strategy Officer.

The Programme Team shall meet on a regular basis (at least once every six (6) weeks).

**4.7 Reporting**

Project reporting shall be undertaken at potentially four (4) levels:

- (a) **Programme Board:** minutes and actions will be recorded for each Programme Board meeting. Any additional reporting requirement shall be at the discretion of the Programme Board;

- (b) **Steering Group:** minutes and actions will be recorded for each Steering Group meeting. Any additional reporting requirement shall be at the discretion of the Steering Group;
- (c) **Programme Team:** reporting shall be regular, based on the minutes from the Programme Team highlighting: progress this period; issues being managed; issues requiring help (that is, escalations to the Steering Group on its cycle of meetings every six (6) weeks, Programme Board on its cycle of meetings every quarter and/or the relevant Party or Parties) and progress planned for next period and/or aligned with the frequency of the Programme Team meetings; and
- (d) **Party:** the Programme Team members shall be responsible for drafting and reviewing reports which are agreed by the Programme Team before being issued as the basis for Party-specific format reports submitted by Programme Team members into their respective sponsoring Party as required.

**4.8 Approvals**

It is acknowledged that each Party will need to obtain appropriate approvals before signature of any agreement and at key milestone stages of each Project Plan. This will include gateway assessments and board approvals for all Parties, Programme Board and Steering Group and any other required approvals. All approvals will be included in the Project Plan.

**4.9 Business cases**

(Unless otherwise agreed by the Parties) the Parties must produce business cases which demonstrate a fair and equitable apportionment of Project costs (and Annex D to this MoU describes the assumptions for calculating Parties' costs contributions at a programme level whilst each Part of Annex A should set out the principles of apportionment as between the Parties for such Project) and it is assumed there will be no cross-subsidisation between the Parties in relation to the costs contribution by the Parties between Projects or as between the Parties for a particular Project awarded under any Project.

**5. ROLES AND RESPONSIBILITIES**

5.1 The Parties shall undertake the following roles and responsibilities to deliver each Project, with the Programme Board allocating the activities between the Parties on a Project by Project basis:

Activity	Lead	Assure
Educate and inspire	To be allocated	To be allocated
Reliable service	To be allocated	To be allocated
Working together	To be allocated	To be allocated
Exploring technology	To be allocated	To be allocated
Influencing decision making	To be allocated	To be allocated

5.2 For the purpose of appointing roles for Parties to complete each activity in the table above:

- (a) **Lead:** means the Party that has principal responsibility for preparing a draft project initiation document and/or business case for the particular task which will be submitted to Steering Group for review and where authorised by Steering Group will determine how to undertake the task. The Lead must act in compliance with the Key Objectives and Principles at all times, and consult with the other Parties in advance if they are identified as having a role to Assure the relevant activity; and

(b) **Assure:** means the Parties that will defer to the Lead on their preparation of a draft project initiation document and/or business case for the particular task, but will have the opportunity to review, challenge and provide input to the Lead before they submit documents to the Steering Group for review. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles.

5.3 Within three (3) months of the date of this MoU the Party with the Lead role for any aspect of each Project (or, where applicable, the Programme Manager) shall develop a delivery plan for that part of the Project which shall identify the following:

- (a) the key milestones for the delivery the Key Objectives;
- (b) what employees (other than employees identified in this MoU) will be required to work on the Project;
- (c) whether any staff will need to be seconded from one Party to another;
- (d) what staff will require access to the premises of another Party; and
- (e) approved allocated budgets for each Party in support of the Project, a Project resource plan, a cost model for the Project and the Parties' reporting and day to day governance arrangements for the Project.

Each delivery plan must be approved by the Programme Team prior to being implemented.

5.4 The Parties will require a number of advisors to support any or all of the Projects. The Parties will agree whether the appointment of such advisors will be carried out jointly or separately having regard to the nature of the scope of the work to be undertaken by the relevant advisors. These advisors will include but not be limited to:

- (a) project management;
- (b) building advice;
- (c) technical (including engineering) advisor support;
- (d) procurement advice; and
- (e) legal and commercial advice.

5.5 The Parties will agree a fair methodology for cost sharing in advance of any commitments made, with the proportion of cost sharing or level of independence agreed for each advisor determined by reference to the scope of work required by the Parties.

5.6 The Parties will appoint advisors using appropriate framework agreements where possible. Advisors will be managed by the Workstream Leads agreed by the Senior Responsible Owners (or, where applicable, the Programme Manager).

## **6. ESCALATION**

6.1 If a Party has any issues, concerns or complaints about any Project, or any matter in this MoU, that Party shall notify the other Parties and the Parties shall then seek to resolve the issue by a process of consultation with the relevant Workstream Lead or the Programme Team (or, where applicable, the Programme Manager). If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Steering Group, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Steering Group within twenty-eight (28) days, the matter may be escalated to the Programme Board for resolution.

6.2 If a Party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 (SI 2004/3391)) in relation to each Project, the matter shall be promptly referred to the Programme Team (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Programme Team (or its nominated representatives).

6.3 In the event that a Party receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 (SI 2004/3391) in relation to any Project, then such Party shall follow its internal processes and comply with the statutory obligations in relation to such requests.

## **7. INTELLECTUAL PROPERTY**

7.1 The Parties intend that (notwithstanding any secondment) any intellectual property rights created in the course of any Project shall vest in the Party whose employee created them (or in the case of any intellectual property rights created jointly by employees of Parties in the Party that is lead Party noted in clause 5 above for the part of the Project that the intellectual property right relates to).

7.2 Where any intellectual property right vests in a Party in accordance with the intention set out in clause 7.1 above, that Party shall grant an irrevocable licence to the other Parties to use that intellectual property for the purposes of the Project.

## **8. TERM AND TERMINATION**

8.1 This MoU shall commence on the date of signature by the last of the Parties, and shall (subject to clause 8.2) expire on completion of the Project with the latest expiry date provided that the Parties shall review this MoU arrangement at two (2) year intervals starting on the second anniversary of the date of this MoU.

8.2 A Party may terminate this MoU by giving at least three (3) months' notice in writing to the other Parties at any time. Termination of this MoU does not terminate any concluded Projects.

8.3 In the event of termination pursuant to clause 8.2 the provisions of clause 10.3 shall continue to apply.

## **9. VARIATION**

This MoU, including the Annexes, may only be varied by written agreement of the Programme Board.

## **10. CHARGES AND LIABILITIES**

10.1 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

10.2 The Parties agree to share the costs and expenses arising in respect of any Project between them in accordance with the guiding principles set out in Annex D to this MoU and the Project-specific arrangements set out in the relevant Part of Annex A.

10.3 The Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and each Party intends that each other Party shall be liable for any loss it suffers as a result of this MoU.

## **11. STATUS**

11.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU. The Parties enter into the MoU intending to honour all their obligations.

11.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute a Party as the agent of another Party, nor authorise any of the Parties to make or enter into any commitments for or on behalf of any other Party.

11.3 This MoU supersedes any and all other memoranda of understanding and any other agreements entered into by the Parties, or their authorised representatives, in relation to any Project.

11.4 The Parties will review this document as required to reflect any changing requirements as each Project develops. Detailed decisions will be recorded in Project documentation.

## **12. GOVERNING LAW AND JURISDICTION**

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6, each Party agrees to submit to the exclusive jurisdiction of the courts of England.

Signed for and on behalf of **Barnsley Metropolitan Borough Council**



Signature: .....

Name:

Matthew Gladstone.....

Position:

Executive Director.....

Date:

8<sup>th</sup> February 2018.....

Signed for and on behalf of **Doncaster Borough Council**



Signature: .....

Name:

GILL GILHES.....

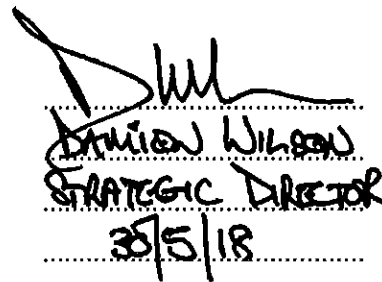
Position:

AD. ENVIRONMENT.....

Date:

15/3/18.....

Signed for and on behalf of **Rotherham Borough Council**



.....  
DAMIEN WILSON  
STRATEGIC DIRECTOR  
35/5/18.....

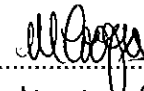
Signature: .....

Name:

Position:

Date:

Signed for and on behalf of **Sheffield City Council**



Signature: .....

Name:

MICK ERUPS.....

Position:

DIRECTOR.....

Date:

10/05/2018.....



CONTACT POINTS

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**ANNEX A**

**Projects**

## **PART 1**

### **The Project: South Yorkshire Municipal Waste Strategy**

#### **SYMWS overview**

Our new South Yorkshire Municipal Waste Strategy (SYMWS) builds on initiatives already being delivered across the region by the Parties. It also supports the region's overall aim to make South Yorkshire a thriving, prosperous and attractive place to live and work. **By working with you we intend to reduce, re-use, recycle and recover energy from ninety-five per cent (95%) of South Yorkshire's waste by 2021.**

#### **The Key Objectives**

- **Educate and inspire:** *The vision is to encourage and inspire children and adults across South Yorkshire to make less waste by reducing, re-using and recycling more*
- **A reliable service:** *Our vision is to work hard to deliver and maintain a dependable and reliable service to all our customers*
- **Work together:** *Our vision is that all four councils will work together more closely to deliver value for money services*
- **Utilising technology:** *Our vision is to continue exploring how waste technology can be used to improve recycling and waste services*
- **Influence decision making:** *Our vision is to be proactive to influence decision-making on waste at an international, national and local level, to drive investment into infrastructure within South Yorkshire and the Sheffield City Region economy.*

**ANNEX B**

**Information Sharing Protocol**

**Service Specific Protocol – South Yorkshire Waste Partnership (SYWP)**

**1 Aim**

To provide clear guidance for partner organisations to help them share information safely, in compliance with the law while respecting confidentiality.

**2 Why do we need to share information?**

- To ensure the historical information can be obtained
- To ensure that all partners can access up to date information about the South Yorkshire Municipal Waste Strategy and associated Projects
- To support SYWP case if it is necessary to bring or defend legal proceedings or if SYWP is under investigation
- To ensure the information is consistent across all partners
- To promote transparency
- Ensure that all partners have all relevant information needed to inform the decision making process in relation to waste service matters.

**3 What information is to be shared?**

The following data flows have been identified:

- Historical waste flow information
- Contract documents
- Financial information regarding joint Projects
- Reports that are included in the decision making process.

**4 How and when will data be shared?**

Documentation will be stored online in compliance with the Rotherham Borough Council Retention Policy. Documents will be subject to version control.

**5 Retention of information**

The data received will be subject to the Rotherham Borough Council Security and Archiving Procedures.

**6 Quality Assurance.**

Barnsley, Doncaster, Rotherham and Sheffield waste management departments will be responsible for the quality of the information they provide to each other.

**7 Renewal of the service specific protocol**

The service specific protocol will be reviewed every twenty-four (24) months.

Please note this list is not exhaustive and is subject to change.

<p>PROTOCOL APPROVED AT STEERING GROUP Minute number –</p>
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## ANNEX C

## Programme Board and Steering Group terms of reference

Programme Board terms of reference

1.0	<b>Membership of the South Yorkshire Waste Programme Board (SYWPB)</b>
1.1	The SYWPB will consist of Portfolio Holders and Directors with responsibility for Waste Services (or their deputies) and will be chaired by a Portfolio Holder on an annually rotating basis.
1.2	Members will be identified at the annual general meeting in June each year.
1.3	The SYWPB Chairperson and Vice-Chairperson will be elected at the start of the first meeting of the SYWPB.
1.4	For the SYWPB to be quorate, a minimum of three (3) Portfolio Holders (or their deputies) must be present at the meeting.
2.0	<b>Objective</b>
2.1	The objective of the SYWPB is to "Work together towards efficiencies and the sharing of best practices and opportunities".
3.0	<b>Scope of the SYWPB</b>
3.1	The scope of the SYWPB is to: <ul style="list-style-type: none"> <li>➤ consider the progress of the South Yorkshire Municipal Waste Strategy and provide direction, challenge, feedback and comments to the South Yorkshire Municipal Waste Strategy lead</li> <li>➤ give due consideration to service reviews and recommend areas where Barnsley, Doncaster, Rotherham and Sheffield can work collaboratively to gain efficiencies in waste services</li> <li>➤ make recommendations on projects where Barnsley, Doncaster, Rotherham and Sheffield should collaborate and agree the resources to be allocated to these from the individual South Yorkshire local authorities</li> <li>➤ give due consideration to formalising joint working arrangements across South Yorkshire through an inter-authority agreement.</li> </ul>
3.2	The members of the SYWPB will be asked to: <ul style="list-style-type: none"> <li>➤ provide strategic direction to any Project</li> <li>➤ monitor the progress of agreed Projects against any Project plans</li> <li>➤ agree allocation of funds for the Projects subject to approval by the South Yorkshire local authorities</li> <li>➤ receive regular reports from the Project team and provide any comments and/feedback on these reports</li> <li>➤ act as "critical friends" throughout the process by providing challenge, feedback and comments</li> <li>➤ agree and assign resources to support any Projects and ensure sufficient priority is given to the Projects to allow them to progress</li> <li>➤ provide a responsive decision making group to the Project leads to ensure the Project timelines are achieved</li> <li>➤ make approvals at key stages, subject to delegation by their local authority</li> <li>➤ ensure that any Project is delivered on time and within budget</li> <li>➤ review and manage the risks associated with projects.</li> </ul>
3.3	Any procurement Project that is proposed as part of the actions for this SYWPB will

	be run in accordance with the lead authority's constitution, contract procedure rules and financial standing orders and will be conducted in accordance with the Public Contracts Regulations 2015 (SI 2015/102).
4.0	<b>Format of Meetings</b>
4.1	The SYWPB will be facilitated by either (a) a nominated Project team or (b) (where there is a programme approach to project management to cater for multiple future Projects) the Programme Manager and supported by the BDR Administrative Officer. The agenda and reports will be sent to Steering Group at least five (5) days in advance of the meeting.
4.2	The meetings will be held every quarter unless otherwise agreed at meetings. The venue for the meetings will be in the administrative area of the Chairperson.
4.3	Other officers and resources will be called upon and invited to attend as appropriate.
4.4	If SYWPB wish for specific issues to be considered these can be raised at the meeting and officers will research these issues and present them to a future meeting of the SYWPB.
5.0	<b>Working Manner</b>
5.1	The overriding principles for working together is that all Parties should: <ul style="list-style-type: none"> <li>➤ act in good faith</li> <li>➤ be open, honest and transparent</li> <li>➤ willing to contribute and commit</li> <li>➤ treat everyone with respect</li> <li>➤ mutually support and co-operate with each other</li> <li>➤ share learning and best practice</li> <li>➤ respect the mutual need for commercial confidentiality.</li> </ul>
6.0	<b>Review of the Terms of Reference</b>
6.1	These terms of reference to be reviewed as the SYWPB group see fit.

**Steering Group terms of reference**

1.0	<b>Membership of the South Yorkshire Waste Steering Group (SYWSG)</b>
1.1	The SYWSG will consist of Assistant Directors from each Party with responsibility for waste management services (or their deputy) and will be chaired by an Assistant Director on an annually rotating basis.
1.2	Members will be identified at the annual meeting in June each year.
1.3	The SYWSG Chairperson and Vice-Chairperson will be elected at the start of the first meeting of the SYWSG.
1.4	For the SYWSG to be quorate, a minimum of three (3) Assistant Directors (or their deputies) must be present at the meeting.
2.0	<b>Objective</b>
2.1	The objective of the SYWSG is to "Work together towards efficiencies and the sharing of best practices and opportunities".
3.0	<b>Scope of the SYWSG</b>
3.1	The scope of the SYWSG is to: <ul style="list-style-type: none"> <li>➤ consider the progress of the South Yorkshire Municipal Waste Strategy and provide direction, challenge, feedback and comments to the South Yorkshire Municipal Waste Strategy lead</li> <li>➤ give due consideration to service reviews and recommend areas where Barnsley, Doncaster, Rotherham and Sheffield can work collaboratively to gain efficiencies in waste services</li> <li>➤ make recommendations on projects where Barnsley, Doncaster, Rotherham and Sheffield should collaborate and agree the resources to be allocated to these from the individual South Yorkshire local authorities</li> <li>➤ give due consideration to formalising joint working arrangements across South Yorkshire through an inter-authority agreement.</li> </ul>
3.2	The members of the SYWSG will be asked to: <ul style="list-style-type: none"> <li>➤ provide strategic direction to any Project</li> <li>➤ monitor the progress of agreed Projects against any Project plans</li> <li>➤ agree allocation of funds for the Projects subject to approval by the South Yorkshire local authorities</li> <li>➤ receive regular reports from the Project team and provide any comments and/feedback on these reports</li> <li>➤ act as "critical friends" throughout the process by providing challenge, feedback and comments</li> <li>➤ agree and assign resources to support any Projects and ensure sufficient priority is given to the Projects to allow them to progress</li> <li>➤ undertake tasks and activities as agreed and directed by the discussions of the SYWSG</li> <li>➤ report back through their local authority's governance structure the activities of the SYWSG</li> <li>➤ provide a responsive decision making group to the Project leads to ensure the Project timelines are achieved</li> <li>➤ make approvals at key stages, subject to delegation by their local authority</li> <li>➤ ensure that any Project is delivered on time and within budget</li> <li>➤ review and manage the risks associated with Projects.</li> </ul>
3.3	Any procurement project that is proposed as part of the actions for this SYWSG will be run in accordance with the lead authority's constitution, contract procedure rules

	and financial standing orders and will be conducted in accordance with the Public Contracts Regulations 2015 (SI 2015/102).
<b>4.0</b>	<b>Format of Meetings</b>
4.1	The SYWSG will be facilitated by either (a) a nominated Project team or (b) where there is a programme approach to project management to cater for multiple future Projects) the BDR Manager and supported by the BDR Administrative Officer. The agenda and reports will be sent to SYWSG at least five (5) days in advance of the meeting.
4.2	The meetings will be held every six (6) weeks unless otherwise agreed at meetings. The venue for the meetings will be in the administrative area of the Chairperson.
4.3	Other officers and resources will be called upon and invited to attend as appropriate.
4.4	If SYWSG wish for specific issues to be considered these can be raised at the meeting and officers will research these issues and present them to a future meeting of the SYWSG.  The SYWSG will report key milestones during any Project, and any decision the SYWSG wishes their individual Parties to take, to their Director and Portfolio Holder. The internal approvals process that is necessary should be provided to the Project lead officer for inclusion in the overall Project plan.
<b>5.0</b>	<b>Working Manner</b>
5.1	The overriding principles for working together is that all Parties should: <ul style="list-style-type: none"> <li>➤ act in good faith</li> <li>➤ be open, honest and transparent</li> <li>➤ willing to contribute and commit</li> <li>➤ treat everyone with respect</li> <li>➤ mutually support and co-operate with each other</li> <li>➤ share learning and best practice</li> <li>➤ respect the mutual need for commercial confidentiality.</li> </ul>
<b>6.0</b>	<b>Review of the Terms of Reference</b>
6.1	These terms of reference to be reviewed as the SYWSG see fit.



**ANNEX D**

**Contributions**

1. This paragraph 1, paragraph 2, paragraph 3, paragraph 4 and the following Table titled "Apportionment" describes guiding principles for how costs incurred in the operation of each Project and associated benefits shall be calculated and shared by the Parties. The Parties' financial allocation for each Project shall be described in the relevant Project documents, informed by these Annex D guiding principles and only by agreement of the Parties.
2. Where a specific issue is not dealt with in the Table titled "Apportionment" below then the Parties will reach agreement regarding that particular cost or benefit having regard to the following principles:
  - 2.1 in this Annex D these defined terms shall apply:
    - 2.1.1 **Administering Authority** means the Party which will administer a Project contract on behalf of itself and the other Parties;
    - 2.1.2 **Customers** means Households and commercial waste customers;
    - 2.1.3 **Households** means the hereditaments from which municipal waste is collected by or on behalf of the Parties;
    - 2.1.4 **Service Fee** means the sum payable by the Parties to a private sector contractor providing services to the Parties under a Project contract; and
    - 2.1.5 **Tonnage** means (for the specific waste stream (or streams) which are the subject of the service delivered under the relevant Project) the tonnage delivered by or on behalf of the Parties;
  - 2.2 where costs or benefits are directly related to the obligations of the Project the principles of sharing shall apply by agreement of the Parties based on:
    - 2.2.1 Tonnage (by each Party's proportion of the overall Tonnage);
    - 2.2.2 where the principles of Tonnage are irrelevant, number of Customers/Households (by each Party's number of Customers/Households as a proportion of the total Customers/Households);
    - 2.2.3 where the principles of Tonnage or Customers/Households are irrelevant the costs or benefits shall be split equally between the Parties; or
    - 2.2.4 where the principles of Tonnage, Customers/Households or equal split are irrelevant the costs or benefits shall be split between the Parties as appropriate having regard to the relevant financial impact;
  - 2.3 where costs or benefits relate to the unilateral decisions made by or actions of a specific Party, that Party shall be responsible for costs and accept benefits provided that if a unilateral action of one (1) Party results in benefits for that Party (and not the Project overall) the following principles apply (unless otherwise agreed between the Parties):
    - 2.3.1 the Party acting in its own right takes one hundred per cent (100%) of the direct benefits; and
    - 2.3.2 the Parties share any benefit in respect of that unilateral action arising under the Project (including but not limited to third party revenue) based on

Tonnage or Customers/Households in accordance with paragraphs 3 and 4 of this Annex D below;

- 2.4 where the costs or benefits relate to decisions made by or actions of two (2) of the four (4) Parties the costs will be split between the two (2) Parties in the applicable proportions as described in paragraph 2.2 and the benefits will be shared between the Parties in the applicable proportions as described in paragraph 2.3; and
- 2.5 where the costs or benefits relate to decisions made by or actions of three (3) of the four (4) Parties the costs will be split between the three (3) Parties in the applicable proportions as described in paragraph 2.2 and the benefits will be shared between the Parties in the applicable proportions as described in paragraph 2.3.
3. Where a cost or benefit is to be shared by the Parties based on the principles of Tonnage or Customers/Households under this Agreement then it shall be apportioned by percentage calculated on the most recent relevant information for the Project as determined by its business case.
4. The order in which the issues appear within the Table titled "Apportionment" below are not meant to be in any particular order of importance. The Parties agree that each of the issues set out within the Table titled "Apportionment" below relating to the apportionment of benefits and/or costs between the Parties are of equal importance unless otherwise stated.

**Table - Apportionment**

	<b>Issue</b>	<b>Apportionment Mechanism</b>
1.	Service Fee - Base Tonnage payment	Apportioned according to each Party's share of the relevant Tonnage price band. Base Tonnage payment will be based on forecast Tonnage and reconciled monthly in arrears to take account of actual Tonnage.
2.	Service Fee - Performance deductions	Apportioned according to the Tonnage or Customers/Households proportions (as the case may be), unless Tonnage or Customers/Households is irrelevant and the impact on each of the Parties can be clearly determined in which case the performance deduction will be apportioned according to the relevant measure for the performance standard. Where performance deductions only affect one (1), two (2) or three (3) of the Parties the Performance Deductions will be awarded to the affected Parties consistent with the above approach.
3.	Service Fee - Third party revenue share	Apportioned according to Tonnage or Customers/Households (as the case may be).
4.	Service Fee - Landfill tax payment	Apportioned according to actual Tonnage.
5.	Service Fee - Non-conforming waste payment and waste in excess of Council maximum forecast tonnages	Charged to the Party from which the non-conforming waste came.
6.	Service Fee - Non-contract waste	Charged to the Party from which the non-contract

	<b>Issue</b>	<b>Apportionment Mechanism</b>
		waste came.
7.	Service Fee – Miscellaneous payments	Apportioned according to the general principles set out above in this Annex D of this Agreement.
8.	Service Fee – TUPE payment	TUPE costs arising in respect of waste management services at the Project facility at Project site will be apportioned by the Parties according to actual Tonnage of the Parties or Customer/Household numbers using the Project facility (as the case may be) using the relevant Project contract to which the TUPE applies.
9.	Base Tonnage payment price bands (Tonnage and other tonnage bands) (where a Project includes a take or pay guaranteed minimum Tonnage and price banded payment regime)	<p>Where the Parties breach their obligation to deliver Tonnage to the contractor under the Project contract then the Parties will still pay the contractor up to the guaranteed Tonnage level.</p> <p>Where any of the Parties breach their obligation to deliver Tonnage to the contractor under the Project contract but overall the waste delivered to the contractor exceeds Tonnage then the Parties will each pay up to Tonnage and any surplus in excess of Tonnage will be split between the Parties in the same proportion as the actual Tonnage for that year.</p> <p>Above the Tonnage, Parties will pay for actual Tonnage calculated at the relevant price band.</p> <p>Each Party is entitled to a proportional share of the other Tonnage bands.</p>
10.	General principle - future benefits arising from the Project facility	Apportioned by the Parties according to Tonnage or Customers/Households (as the case may be).
11.	General principle – Council specific costs or benefits	Where costs or benefits relate to the unilateral decisions made by or actions of a specific Party, that Party shall be responsible.
12.	General principle – Programme Team staff costs	Programme Team staff costs shall be split equally by the Parties for Projects they are working on together unless a specific Programme Team role relates to Tonnage or number of Customers/Households (as the case may be) in which case those costs will be apportioned by the Parties according to actual Tonnage or Customers/Households (as the case may be).
13.	Capital contribution	Apportioned by the Parties according to Tonnage or number of Customers/Households (as the case may be).
14.	Adjustment to the Service Fee for a Qualifying Change in Law affecting a specific waste stream	Apportionment will be based on the Parties' actual Tonnage of a specific waste stream at the point of change. The Parties will act reasonably and agree a basis for compensation if the other Parties benefit

	<b>Issue</b>	<b>Apportionment Mechanism</b>
		at a later date.
15.	Adjustment to the Service Fee for a Councils' change	Apportioned by the Parties according to Tonnage or Customers/Households (as the case may be).
16.	Adjustment to the Service Fee for a Councils' change to the Project contract if only required by one (1) or two (2) or three (3) of the four (4) Parties	<p>If required by one (1) Party then that Party would bear the cost.</p> <p>If required by two (2) Parties then those Parties would bear the cost in the same way as Tonnage and pro-rated between the two (2) Parties requiring the change.</p> <p>If required by three (3) Parties then those Parties would bear the cost in the same way as Tonnage and pro-rated between the three (3) Parties requiring the change.</p>
17.	Adjustment to the Service Fee for a Councils' change to the Project contract relating to a specific waste stream	Apportionment will be based on the Parties' actual Tonnage of a specific waste stream at the point of change. The Parties will act reasonably and agree a basis for compensation if the other Parties benefit at a later date.
18.	Third party revenue/super-profit above the guaranteed element	Apportioned by the Parties according to Tonnage or Customers/Households (as the case may be).
19.	Performance deduction caps	Performance deduction caps will be apportioned between the Parties as per Tonnage. Where a Party reaches its proportion of the cap but the overall cap has not been reached (perhaps due to the Party being specifically affected) performance deductions may continue to reduce their payment but that Party will have to compensate the other Parties if they are subsequently affected to the extent they are within their proportion of the cap.
20.	Apportionment of performance deductions where the impact only affects one (1) Party or where they relate to a service or facility that is only used by one (1) Party	Awarded to the Party affected.
21.	Indemnities under the Project contract	<p>Indemnity would reimburse the actual costs of the Party concerned.</p> <p>Each Party will take a proportional share of any sums up to the caps on indemnities based on the proportions of Tonnage. Where a Party reaches its proportion of the cap but the overall cap has not been reached (perhaps due to the Party being specifically affected) that Party will benefit from the maximum indemnity cap, however, that Party will have to compensate the other Parties if they are subsequently affected to the extent they are within their proportion of the cap.</p>

	<b>Issue</b>	<b>Apportionment Mechanism</b>
22.	Apportionment of losses arising from a breach of Project contract by a Party or Parties	Actual costs demonstrated by the contractor would be shared in the same proportions as Tonnage or Customers/Households (as the case may be) unless specifically caused by a particular Party in which case that Party would bear the cost.
23.	Apportionment of costs arising from a Project contract indemnity in favour of the contractor	Shared in same proportions as Tonnage or Customers/Households (as the case may be) unless specifically caused by a particular Party in which case that Party would bear the cost.
24.	On what basis is compensation on termination (Councils' default) apportioned?	<p>The Parties will act reasonably and agree a basis for apportioning compensation taking into account all the relevant factors including:</p> <ul style="list-style-type: none"> <li>• the cause of the Councils' default;</li> <li>• the consequences of the Councils' default;</li> <li>• the proportions of Tonnage or Customers/Households (as the case may be) for each Party;</li> <li>• the residual value of any Project site and any Project facility on a Project site; and</li> <li>• the need for a continued service.</li> </ul>
25.	Compensation on termination (contractor default)	Apportioned by the Parties according to Tonnage or Customers/Households (as the case may be).
26.	Compensation on termination (force majeure)	Apportioned by the Parties according to Tonnage or Customers/Households (as the case may be).
27.	Compensation on termination (corrupt gifts and fraud)	Apportioned by the Parties according to Tonnage or Customers/Households (as the case may be).
28.	Compensation on termination (voluntary termination by the Councils)	Apportioned by the Parties according to Tonnage or Customers/Households (as the case may be).
29.	Costs for the appointment of any independent expert or consultant during the Project	<p>Apportioned by the Parties in the same proportion of costs/benefits for a particular Party if they can be specifically quantified.</p> <p>Otherwise apportion equally.</p>
30.	Contamination	In respect of contamination costs arising in respect of a Project facility (or any replacement) they will be apportioned by the Parties by Tonnage, Customers/Households (as the case may be) or equally (except where a Party or Parties are responsible for the contamination costs in which case the Party or Parties will be liable in proportion to their degree of responsibility).

	<b>Issue</b>	<b>Apportionment Mechanism</b>
31.	Costs arising from the Parties' exercising their right of step-in	<p>The Parties will act reasonably and agree a basis for revising items in this table that comprise the calculation of the Service Fee taking into account all the relevant factors including:</p> <ul style="list-style-type: none"> <li>• the cause of the step-in;</li> <li>• the consequences of the step-in;</li> <li>• the proportions of Tonnage for each Party;</li> <li>• the residual value of the Project site and any Project facility on the Project site; and</li> <li>• the need for a continued service.</li> </ul>
32.	Payment of sums owed by one (1) Party to another	<p>The Parties will act reasonably and agree a basis for the payment of any sums owed and whether this should be paid in one (1) lump sum or in instalments.</p> <p>Where a payment is delayed or made in instalments then interest on the balance outstanding would be accounted for.</p>
33.	Interest	<p>Interest on balances due to the Administering Authority will be charged at the Administering Authority's average loan rate for the relevant year on a daily basis.</p> <p>Interest on balances held by the Administering Authority will be charged at the Administering Authority's average rate on investments for the relevant year on a daily basis.</p>
34.	VAT invoicing between the Parties	All invoices between the Parties will include VAT.
35.	CHAPS	The Parties will each bear their own costs of making any CHAPS payments in respect of any payments due or benefits accrued under the Project contract.
36.	Receipt of government grants by the Administering Authority	The interest calculation in respect of government grants received will be based on the Administering Authority's average rate on investments in the relevant year.
37.	Insurance costs	Apportioned by the Parties according to Tonnage or Customers/Households (as the case may be).
38.	Insurance proceeds and the impact of any shortfall in insurance proceeds	Apportioned by the Parties according to Tonnage or Customers/Households (as the case may be) unless otherwise agreed by the Parties (acting reasonably) where this disproportionately affects

	<b>Issue</b>	<b>Apportionment Mechanism</b>
		one (1) or more of the Parties.
39.	Land	In respect of costs arising in respect of a Project facility (or any replacement) they will be apportioned by the Parties equally.
40.	Apportionment of government grants	Apportioned by the Parties according to Tonnage or Customers/Households (as the case may be).
41.	Costs of identifying and purchasing a new site as a Project facility	Apportioned by the Parties equally or where not all of the Parties will use the Project facility apportioned by Parties' usage measured by Tonnage or Customers/Households (as the case may be).
42.	Claim arises following the appropriation of a Project site under section 237 of the Town and Country Planning Act 1990	Apportioned by the Parties equally or where not all of the Parties will use the Project facility apportioned by Parties' usage measured by Tonnage or Customers/Households (as the case may be).
43.	Parties' interests in the land and Project facilities on the expiry of the Project contract	The interest in the land will still be apportioned by the Parties equally and the equity interest in the facility will be apportioned by the Parties according to Tonnage or Customers/Households (as the case may be). The Parties will agree between them at such a time if they want to continue with the facilities and compensate a withdrawing Party accordingly.
44.	Land valuation at Project facilities on the expiry of the Project contract	Two (2) valuations will be conducted. One assuming a vacant site and another including the Project facility (with the financial impact of the Project facility (whether this is positive or negative) apportioned by the Parties according to Tonnage or Customers/Households (as the case may be)).
45.	Costs of Councils as landlord	In respect of costs arising in respect of the Project site (location of the Project facility) (or any replacement) they will be apportioned by the Parties equally or where not all of the Parties will use the Project facility apportioned by Parties' usage measured by Tonnage or Customers/Households (as the case may be).
46.	Title compensation event (property title effects on a Project site whose effect equates to Councils' breach)	In respect of costs arising in respect of the Project facility at Project site (or any replacement) they will be apportioned by the Parties equally or where not all of the Parties will use the Project facility apportioned by Parties' usage measured by Tonnage or Customers/Households (as the case may be).
47.	Decommissioning costs	In respect of costs arising in respect of the Project facility at Project site (or any replacement) they will be apportioned by the Parties according to Tonnage or number of Customers/Households (as

	<b>Issue</b>	<b>Apportionment Mechanism</b>
		the case may be) and in respect of the land they will be apportioned equally.
48.	Operational change external advisor and/or internal call off specialist advice	<p>Where specialist advice is required by a Party or Parties to evaluate the impact of an operational change proposed by another Party then costs are to be apportioned by the Parties in the same proportion of costs/benefits for a particular Party if they can be specifically quantified.</p> <p>Otherwise where all Parties propose to implement the same operational change then costs are to be apportioned equally.</p>



1.0	<b>Membership of the South Yorkshire Waste Programme Board (SYWPB)</b>
1.1	The SYWPB will consist of Portfolio Holders and Directors with responsibility for Waste Services (or their deputies) and will be chaired by a Portfolio Holder on an annually rotating basis.
1.2	Members will be identified at the annual general meeting in June each year.
1.3	The SYWPB Chairperson and Vice-Chairperson will be elected at the start of the first meeting of the SYWPB.
1.4	For the SYWPB to be quorate, a minimum of three (3) Portfolio Holders (or their deputies) must be present at the meeting.
2.0	<b>Objective</b>
2.1	The objective of the SYWPB is to “Work together towards efficiencies and the sharing of best practices and opportunities”.
3.0	<b>Scope of the SYWPB</b>
3.1	<p>The scope of the SYWPB is to:</p> <ul style="list-style-type: none"> <li>➤ consider the progress of the South Yorkshire Municipal Waste Strategy and provide direction, challenge, feedback and comments to the South Yorkshire Municipal Waste Strategy lead</li> <li>➤ give due consideration to service reviews and recommend areas where Barnsley, Doncaster, Rotherham and Sheffield can work collaboratively to gain efficiencies in waste services</li> <li>➤ make recommendations on projects where Barnsley, Doncaster, Rotherham and Sheffield should collaborate and agree the resources to be allocated to these from the individual South Yorkshire local authorities</li> <li>➤ give due consideration to formalising joint working arrangements across South Yorkshire through an inter-authority agreement.</li> </ul>
3.2	<p>The members of the SYWPB will be asked to:</p> <ul style="list-style-type: none"> <li>➤ provide strategic direction to any Project</li> <li>➤ monitor the progress of agreed Projects against any Project plans</li> <li>➤ agree allocation of funds for the Projects subject to approval by the South Yorkshire local authorities</li> <li>➤ receive regular reports from the Project team and provide any comments and/feedback on these reports</li> <li>➤ act as “critical friends” throughout the process by providing challenge, feedback and comments</li> <li>➤ agree and assign resources to support any Projects and ensure sufficient priority is given to the Projects to allow them to progress</li> <li>➤ provide a responsive decision-making group to the Project leads to ensure the Project timelines are achieved</li> <li>➤ make approvals at key stages, subject to delegation by their local authority</li> <li>➤ ensure that any Project is delivered on time and within budget</li> <li>➤ review and manage the risks associated with projects.</li> </ul>

3.3	Any procurement Project that is proposed as part of the actions for this SYWPB will be run in accordance with the lead authority's constitution, contract procedure rules and financial standing orders and will be conducted in accordance with the Public Contracts Regulations 2015 (SI 2015/102).
4.0	<b>Format of Meetings</b>
4.1	The SYWPB will be facilitated by either (a) a nominated Project team or (b) (where there is a programme approach to project management to cater for multiple future Projects) the Programme Manager and supported by the BDR Administrative Officer. The agenda and reports will be sent to Steering Group at least five (5) days in advance of the meeting.
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5.1	The overriding principles for working together is that all Parties should: <ul style="list-style-type: none"> <li>➤ act in good faith</li> <li>➤ be open, honest and transparent</li> <li>➤ willing to contribute and commit</li> <li>➤ treat everyone with respect</li> <li>➤ mutually support and co-operate with each other</li> <li>➤ share learning and best practice</li> <li>➤ respect the mutual need for commercial confidentiality.</li> </ul>
6.0	<b>Review of the Terms of Reference</b>
6.1	These terms of reference to be reviewed as the SYWPB group see fit.

<h1 style="margin: 0;">BRIEFING</h1>	<b>TO:</b>	South Yorkshire Waste Partnership Board
	<b>DATE:</b>	23 <sup>rd</sup> September 2024
	<b>LEAD OFFICER:</b>	Paul Hutchinson - Waste Manager BDR PFI Waste Team Regeneration and Environment
	<b>TITLE:</b>	Joint Waste Board Meeting Location Requirement and Meeting frequency.
<b>1. Background</b>		
<b>1.1</b>	Since 2012 The Joint Waste Board has given oversight and governance to the Specification, Procurement, design, build and delivery of a joint BDR, 25 year contract, PFI Waste Treatment facility. The Board has decision making powers for the contract.	
<b>1.2</b>	The Board is governed via it Terms of Reference (2012, revised 2015) and the Inter Authority Agreement 3 (2016).	
<b>1.3</b>	The meetings were extended to include Sheffield CC via a South Yorkshire Waste Partnership Board under a memorandum of understanding.	
<b>1.4</b>	Currently meetings are held four times a year in the Council chamber of Rotherham Townhall, and each meeting comprises of three parts. <ul style="list-style-type: none"> <li>• 30 Min – Cllr only discussion, followed by</li> <li>• 30 Min – SY Waste Partnership Board, followed by</li> <li>• 30 Min – BDR Joint Waste Board</li> </ul>	
<b>1.5</b>	In attendance (from each authority) are Cllr Board members or their deputies as well as Senior Council officers. Also in attendance is The Waste Manager from the BDR PFI Waste Team, the WIDP Transactor and any specialist consultants or contract staff required to aid discussion.	
<b>1.6</b>	The BDR Joint Waste Board section of the meeting is publicly attendable with Agenda and Papers published in advance on-line.	
<b>2. Key Issues</b>		
<b>2.1</b>	Portfolio Holders who comprise the Membership of the formal BDR Joint Waste Board, and associated informal SY Partnership Board, have requested investigation be undertaken to look at the current requirement for the BDR Joint Waste Board meetings to be held in person and to see if meetings can be held virtually.	
<b>2.2</b>	As Members come from across the four SY authorities, it is often difficult and/or time consuming to attend meetings in person as well as co-ordinating time including traveling to all to attend together.	
<b>2.3</b>	As part of this investigation, the BDR PFI Waste manager has also taken the opportunity to review the current PFI contract governance and oversight meetings	

– Joint Waste Board, Steering Committee and Joint waste Board – That also encompass Partnership working across Waste in South Yorkshire to ensure they are fit for purpose and the correct frequency.

### 3. Key Actions and Timelines

#### 3.1 Meeting Location

3.2 I have sought clarification from RMBC's Monitoring Officer, Phil Horsfield, Assistant Director, Legal, Elections and Registration Services, if meetings can be held virtually. He has confirmed :-  
*"My understanding is that the JWB is a Joint Committee of the Executive and so the Local Government Act 1972 prevents the Council from holding these meetings remotely. I understand that the Government is re-examining this rule at the moment, but I am not expecting anything soon".*  
 Therefore, we do not have the option to hold JWB meetings remotely.

3.3 In respect of the venue where meetings are held, The Tor and IAA3 have slightly contradictory, or different interpretations of where the meetings should be held.

- TOR – *"The venue for the meetings will be in the administrative area of the Chairperson"*
- IAA3 – *"The standing orders of the Administering Authority (PH – RMBC) shall apply to the proceedings of the JWB as they do to meetings of that Party, except that in the event of those standing orders conflicting with the provisions of this Agreement this Agreement shall prevail"*

3.4 Having sought a legal perspective between TOR and IAA3. The TOR recognise the rotation of the chair and for the chair to hold meetings in their own administrative area , but the IAA3's wording to use the Administering Authority standing orders give continuity and consistency of governance throughout the PFI project term, as chopping and changing to slightly different rules every year would be counter-productive: ensuring all know that the Rotherham Borough Council orders apply.

3.5 As meetings are always held at Rotherham Townhall, I have assumed that as RMBC is the Administrative Authority for the PFI contract, meetings have been agreed to always be held in Rotherham to ease, and give consistency to admin tasks - Organisation of meetings, Council Governance, Agenda and Paper publishing and minute taking. If the parties wish to agree something different (proposing amendments to the adopted Rotherham Borough Council standing orders that do not work or be replaced by something different by agreement) may require the IAA3 to be amended and that would then have priority over individual Councils standing orders.

#### 3.6 Meeting Frequency

The following table outlines the current frequency of PFI contract governance and oversight meetings – Joint Waste Board, Steering Committee and Joint waste Board. These meetings also encompass partnership working across South Yorkshire.

3.7

Current Meetings per year

MEETING	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
<b>MEETINGS P/M</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>22</b>
BDR Joint Waste Board			AGM.										
SY Joint Waste Board													
Joint Waste Board Cllr Pre-meeting													
BDR Steering Committee													
SY Steering Committee													
BDR(S) Joint Waste Team													
Liaison Committee													

3.8

There are considerable number of meetings covering the same topics, all be it aimed at different levels of audience.

- JWB – Cllrs and Senior managers
- SC – Senior managers and their Heads of Service / Waste manager
- JWT - Heads of Service / Waste manager
- Liaison – Contract Directors and Operation directors from Renewi + Senior managers, Heads of Service and Waste manager

There is an inconsistency of frequencies, imbalance in number each month, duplicate information being presented to some audiences within the same month, diary pressures causing apologies, and lack of gaps between meetings for progress to be actioned.

3.9

Benchmarking against other PFI Councils we are one of the higher if not highest frequency of meetings held (although BDR meetings also incorporate Joint workings across the whole waste partnership) :-

**Project 1:**

Monthly Operational Meetings , Monthly Financial Meetings , Strategic meetings once every quarter / six months which can involve a wider audience. There are Joint Waste Management Board in two tier authorities which are usually held quarterly, Day to day meetings on operational matters, Ad-hoc senior management meetings usually called when there is something significant to discuss.

**Project 2:**

6 monthly project executive meeting with senior officials from constituent councils in the partnership. 6 Monthly liaison meeting with the contractor (they tend to tie this in with the meeting above) .An annual joint committee meeting, Weekly operational meetings.

**Project 3:**

Officer Project Board (OPB), (monthly) that brings together all the operational staff (contract managers and Heads of waste for each Authority). Liaison Meeting (3 monthly) at senior level with the Contractor. There is also a monthly contract operational meeting at contract manager level with the contractor. 6 monthly meeting with politicians.

**Project 4:**

No OPB, but quarterly liaison meeting. Monthly contract operational meeting at contract manager level with the contractor. 6 monthly meeting with politicians.

**Project 5:**

No OPB., The Liaison Meeting with the Contractor is only 6-monthly but the operational level meeting is monthly. Political is ad-hoc.

**Project 6:**

Other than regular operational meetings, nothing formal is scheduled.

**3.10** In respect of the frequency of JWB meetings, again the Tor and IAA3 are slightly contradictory.

- JWB TOR – *“The meetings will be held every 3 months unless otherwise agreed at meetings”.*
- IAA3 – *“The JWB shall hold ordinary meetings no less than once a year (including the annual meeting) except that: the Chairman may in his discretion cancel any ordinary meeting if in his opinion there is insufficient business to be transacted; and a special meeting may be convened at any time on the requisition of the Chairman or at least two (2) members of the JWB or by a member of the BDR Steering Committee”*

**3.11** Again, having sought a legal perspective between TOR and IAA3. The opinion is there is a level of content in each document which has value.

**3.12** I sought the opinion of Emma Hill, RMBC Head of Democratic Services, Assistant Chief Executive's Office. Emma is comfortable with altering the frequency of JWB and other meetings (as long as ensuring frequency is sufficient for purpose). She just requested that any changes be in the next Financial year as this years JWB have been published for 23/24.

**3.13** The change of frequency has also been informally discussed with AD's and Waste Officers from across BDR(S) who view the proposed changes favourably but wish full discussion and understanding of responsibilities before implementation.

**3.14** The following table is a proposed meeting frequency to allow discussion. The aim is to make the frequency more structured and consistent. Not having overkill of meetings and therefore allow better attendance as they become more pertinent with less diary pressure.

New Proposed (indicative) meeting frequency

3.15	MEETING	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
	<b>NUMBER OF MEETINGS</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>14</b>
	BDR Joint Waste Board			AGM.										
	SY Joint Waste Board													
	Joint Waste Board Cllr Pre-meeting													
	BDR Steering Committee													
	SY Steering Committee													
	BDR(S) Joint Waste Team													
	Liaison Committee													

- 3.16** Anticipated advantages of new frequency
- Reducing JWB meeting by 1, allow better synergy with timings if other meetings. Dates to be agreed for months Cllrs are able to attend.
  - Reducing frequency of SC meetings allow better synergy with both JWB and JWT. Also, as AD's attend JWB will prevent duplication of information reported and Diary pressures.
  - Aligning frequency of JWT to be in-between JWB and SC will mean Waste Officers always meeting in a timely manner to be updated of any actions or respond to previous actions asked (from JWB & SC).
  - The whole indicative timetable above will insure one PFI waste meeting is held each month.
  - May encourage better attendance if frequency more attainable / manageable.

**4. Recommendations**

- 4.1 Meeting Location**
- It is recommended that JWB Meetings continue to be held in person at Rotherham townhall. And that consideration, after discussion with all parties could be given to the following:-
- Number of meetings held per year (see Meeting Frequency for further detail)
  - SY Joint waste Board be amalgamated into BDR Joint Waste Board meeting to save repetition and time, with Sheffield CC member attending as guest.
  - Meeting Venue could be rotated with Chairperson. Consideration would need to be given to Governance Administration implications if changed each year.
- 4.2 Meeting Frequency**
- It is recommended that JWB Meeting Frequency be discussed at South Yorkshire Partnership Board, with the aim to improve governance.

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## BDR Joint Waste Board

### Terms of Reference

1.0	<b>Membership of the BDR Joint Waste Board</b>
1.1	The BDR Joint Waste Board will consist of Portfolio Holders with responsibility for Waste Services (or their deputy) and will be chaired by a Portfolio Holder on an annually rotating basis.
1.2	Members will be identified at the June Annual Meeting of the BDR Joint Waste Board.
1.4	For the BDR Joint Waste Board to be quorate, a minimum of three Portfolio Holders (or their deputies) must be present at the meeting.
1.5.	The end date for the Joint Waste Board is the expiry of the BDR PFI Contract or such other date as unanimously agreed in writing.
2.0	Objective is to Work together towards efficiencies and the sharing of best practices and opportunities
3.0	<b>Scope of the BDR Joint Waste Board</b>
3.1	<p>The scope of the BDR Joint Waste Board is to:-</p> <ul style="list-style-type: none"> <li>➤ consider the performance of joint contracts i.e. <ul style="list-style-type: none"> <li>○ BDR PFI and Royalty Deed</li> <li>○ Household Waste Recycling Centres</li> <li>○ Organic</li> <li>○ Treatment and disposal</li> </ul> </li> <li>➤ Consider the effectiveness of management of the above contracts</li> <li>➤ Develop a procurement strategy to gain further opportunities from joint working</li> <li>➤ Agree resources for projects to deliver efficiencies/savings including allocation of budgets</li> <li>➤ Agree the Operational Management Budget for the BDR PFI Contract</li> <li>➤ Agree proposed communication strategies for joint working</li> <li>➤ Recommend items for consideration by Steering Committee and the Joint Waste Team</li> </ul>
3.2	<p>The members of the BDR Joint Waste Board will be asked to:-</p> <ul style="list-style-type: none"> <li>➤ Give due consideration to the management of the BDR Operational Management Budget</li> <li>➤ provide strategic direction to any project</li> <li>➤ monitor the progress of agreed projects against any project plans,</li> <li>➤ agree allocation of funds for the projects subject to approval by the Authorities</li> <li>➤ receive regular reports from the project team and provide any comments and/feedback on these reports,</li> </ul>

	<ul style="list-style-type: none"> <li>➤ act as 'critical friends' throughout the process by providing challenge, feedback and comments,</li> <li>➤ agree and assign resources to support any projects and ensure sufficient priority is given to the projects to allow them to progress,</li> <li>➤ Provide a responsive decision-making group to the Project Leads to ensure the project timelines are achieved</li> <li>➤ Make approvals at key stages, subject to delegation by their Authority</li> <li>➤ Ensure that any project is delivered on time and within budget</li> <li>➤ Review and manage the risks associated with projects.</li> </ul>
3.3	Any procurement project that is proposed as part of the actions for this Joint Waste Board will be run in accordance with the Lead Authorities Procedure Rules and will be in accordance with The Public Contracts Regulations 2015.
4.0	<b>Format of Meetings</b>
4.1	The Joint Waste Board will be facilitated by the BDR Manager and supported by the BDR Senior Contracts Manager and Administrative Officer. The agenda and reports will be set by the Joint Waste Board Chairperson in consultation with the BDR Manager and sent to Joint Waste Board at least 5 days in advance of the meeting.
4.2	The meetings will be held every 3 months unless otherwise agreed at meetings. The venue for the meetings will be in the administrative area of the Chairperson.
4.3	<p>The following may be invited to attend meetings :-</p> <ul style="list-style-type: none"> <li>➤ Waste Service Managers</li> <li>➤ Legal Officers</li> <li>➤ Finance Officers</li> <li>➤ Communication Officers</li> <li>➤ Development Planning Officers</li> <li>➤ Technical Advisors</li> <li>➤ Legal Advisors</li> <li>➤ Financial Advisors</li> <li>➤ Waste Infrastructure and Development Transactor</li> <li>➤ Contractors Representatives</li> </ul> <p>The above list is not exhaustive</p>
4.4	<ul style="list-style-type: none"> <li>➤ If BDR Joint Waste Board wish specific issues to be considered these can be raised at the meeting and officers will research these issues and present them to a future meeting of the Joint Waste Board.</li> <li>➤ The Joint Waste Board will report key milestones during any project, and any decision the Joint Waste Board wishes their Individual Authorities to take, to their individual Councils.</li> <li>➤ The internal approvals process that is necessary for any specific project should be provided to the Project Lead Officer for inclusion in the overall project plan.</li> </ul>
5.0	<b>Working Manner</b>
5.1	<p>The overriding principles for working together is that all parties should :-</p> <ul style="list-style-type: none"> <li>➤ act in good faith,</li> <li>➤ be open, honest and transparent,</li> </ul>

	<ul style="list-style-type: none"> <li>➤ willing to contribute and commit,</li> <li>➤ treat everyone with respect</li> <li>➤ mutually support and co-operate with each other</li> <li>➤ share learning and best practice.</li> <li>➤ Respect the mutual need for commercial confidentiality</li> <li>➤ seek to fully motivate Officers to act with drive, enthusiasm and a determination to succeed</li> </ul>
6.0	Review of the Terms of Reference
6.1	These terms of reference to be reviewed every two years, at the written request of an Authority or if a significant change occurs

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**DATED**

**2016**

**(1) BARNSELY METROPOLITAN BOROUGH COUNCIL**

**(2) DONCASTER BOROUGH COUNCIL**

**(3) ROTHERHAM BOROUGH COUNCIL**

**[IAA3 – DRAFT 16 DECEMBER 2015]**

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**JOINT WORKING AGREEMENT**

relating to the management and administration of certain waste management  
functions of the parties in their capacity as Waste Disposal Authorities and Waste Collection Authorities

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**SCHEDULE 1**

**CONSTITUTION OF THE JOINT WASTE BOARD**

**1. INTRODUCTION**

- 1.1 The Parties have powers and responsibilities under the EPA as WDAs and WCAs and have decided to make arrangements for the carrying out of some of those powers and responsibilities jointly.
- 1.2 The Parties wish to work together to secure the proper exercise of those powers and duties by establishing a joint committee for this purpose.

**2. SCOPE OF JWB AND MATTERS RESERVED TO THE COUNCILS**

- 2.1 At the commencement of this Agreement the JWB is responsible for the management and administration of the BDR Contract and the Royalty Deed. Thereafter should all Parties agree the JWB may become responsible for the Relevant Contracts that may comprise contractual arrangements between the Parties and a number of Contractors concerning the performance of the Parties' functions as WDAs or WCAs.
- 2.2 The Parties will continue to:
  - 2.2.1 agree their own Municipal Waste Management Strategies for their own administrative areas (including achieving their Government targets relating to waste management);
  - 2.2.2 individually approve the annual budget for performing their responsibilities under the EPA as WDAs and WCAs; and
  - 2.2.3 individually procure, as they see fit, all contracts relating to waste management, subject to the terms of this Agreement.
- 2.3 Unless otherwise stated in this Agreement the JWB will have full delegated powers to make decisions on behalf of the Parties with regard to their responsibilities under the EPA as WDAs or WCAs in so far as these relate to the Relevant Contracts.

**3. COMPOSITION**

- 3.1 On the date of the coming into force of the Original Agreement there was constituted in accordance with arrangements made under section 101(5) of the Local Government Act 1972 a joint committee, called the Joint Waste Board ("**JWB**") for the purpose of discharging the functions assigned to it as set out in the Original Agreement. Each of the Parties has taken such action as is necessary to abolish the committee also known as the BDR Waste PFI Project Board as it was constituted immediately before the coming into existence of the JWB.
  - 3.2 The JWB shall consist of three (3) members and each of the Parties shall be entitled to appoint one (1) member to the JWB as well as a deputy member who may attend the JWB and vote on behalf of a Party in the absence of their regular member.
  - 3.3 A member appointed to the JWB shall hold office until he is either removed and replaced by the Party that appointed him or shall cease to be a member of the Party by which he was appointed.
4. If and to the extent that the powers and duties of any of the Parties are or become the responsibility of the Executive of the Party in question (in accordance with section 13 of the Local Government Act 2000) then the reference in paragraph 3.1 to section 101 of the Local Government Act 1972 shall be construed where appropriate as including a reference to the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 (SI 2012/1019). If and to the extent that the powers and duties of any of the Parties are or become the responsibility of commissioners of the Party in question then the reference in paragraph 3.1 to section 101 of the Local Government Act

1972 shall be construed where appropriate as including a reference to sections 15(5) and 15(6) of the Local Government Act 1999.

5. **APPOINTMENT OF CHAIRMAN AND VICE-CHAIRMAN**

5.1 The JWB shall at their annual meeting in each year appoint a chairman (the "**Chairman**") and the Chairman shall unless he resigns his office or ceases to be a member of the JWB continue in office until a successor is appointed at the next available meeting. The Chairman shall be appointed on an annual rotational basis so that each of the Parties represented on the JWB holds the office of Chairman once in every three (3) year period (unless otherwise agreed unanimously by the Parties). In the event of the Chairman ceasing to be Chairman at any time before an annual meeting the JWB may elect a member of the JWB to be a temporary Chairman to hold office until a Chairman shall have been elected at the annual meeting and for the avoidance of doubt any reference in this Agreement to the "**Chairman**" shall be deemed to include a reference to any such temporary Chairman.

5.2 The JWB may at their annual meeting in each year appoint one of their number to be vice-chairman (the "**Vice-Chairman**") and the Vice-Chairman shall unless he resigns his office or ceases to be a member of the JWB continue in office until a successor is appointed at the next available meeting. The Vice-Chairman shall be appointed on an annual rotational basis so that each of the Parties represented on the JWB holds the office of Vice-Chairman once in every three (3) year period (unless otherwise agreed unanimously by the Parties). In the event of the Vice-Chairman ceasing to be Vice-Chairman at any time before an annual meeting the JWB may elect a member of the JWB to be a temporary Vice-Chairman until a Vice-Chairman shall have been elected at the annual meeting and for the avoidance of doubt any reference in this Agreement to the "**Vice-Chairman**" shall be deemed to include a reference to any such temporary Vice-Chairman.

5.3 Any power exercisable by the Chairman in accordance with this Agreement shall in the absence of the Chairman or if the office of Chairman is vacant be exercisable by the Vice-Chairman.

6. **MEETINGS OF THE JWB**

6.1 The first meeting of the JWB shall be the annual meeting for the year then current and thereafter the first meeting held after 1 April in any year shall be the annual meeting.

6.2 At all meetings the Chairman, if present, shall preside. If the Chairman is not present the Vice-Chairman, if present, shall preside. If both the Chairman and the Vice-Chairman are absent the meeting may choose a person to preside at that meeting. Any powers exercisable by the Chairman at a meeting of the JWB shall be exercisable by any other person presiding at the meeting in accordance with this paragraph 6.2.

6.3 The JWB shall hold ordinary meetings no less than once a year (including the annual meeting) except that:

6.3.1 the Chairman may in his discretion cancel any ordinary meeting if in his opinion there is insufficient business to be transacted; and

6.3.2 a special meeting may be convened at any time on the requisition of the Chairman or at least two (2) members of the JWB or by a member of the BDR Steering Committee.

6.4 The standing orders of the Administering Authority shall apply to the proceedings of the JWB as they do to meetings of that Party, except that in the event of those standing orders conflicting with the provisions of this Agreement this Agreement shall prevail.

6.5 The quorum shall be at least one (1) representative from each of the Parties. In the event that a quorum is not present at any meeting of the JWB within half an hour of its notified commencement time the meeting shall stand adjourned to the same day in the next week and at the same time and place unless the Chairman otherwise specifies.

6.6 All decisions of the JWB will be taken on the basis of a majority vote unless otherwise specified under the provisions of:

6.6.1 clause 7 (Decisions Reserved to the Parties);

6.6.2 Annex 1 (Delegation of responsibilities to the JWB and JWT) to Schedule 1 (Constitution of the Joint Waste Board);

6.6.3 Appendix 1 (Manner in which the Parties will reach joint decisions under the BDR Contract) of Schedule 2A (BDR Contract) of this Agreement; or

6.6.4 Appendix 1 (Manner in which the Parties will reach joint decisions under the Royalty Deed) of Schedule 2B (Royalty Deed) of this Agreement.

6.7 A written resolution signed by a member of the JWB (or deputy member in his or her absence) shall be treated as a vote of that member at the next meeting of the JWB. A written resolution signed by the majority of the members of the JWB shall be treated as a decision of the JWB subject to the provisions of clause 7 (Decisions Reserved to the Parties) and Annex 1 (Delegation of responsibilities to the JWB and JWT) to Schedule 1 (Constitution of the Joint Waste Board) of this Agreement.

6.8 Notwithstanding the generality of the foregoing it is expressly agreed that in the event of an equality of votes the Chairman shall not exercise a second or casting vote.

## 7. ESTABLISHMENT OF WORKING PARTIES

7.1 The JWB may appoint working parties as it considers necessary to advise it in the discharge of its functions or to exercise those functions.

## 8. FUNCTIONS OF THE JWB

8.1 The function of the JWB is to administer the operation of the waste services arrangements of the Parties in respect of the Relevant Contracts and in accordance with this Agreement and the Relevant Contracts (once the delegations detailed in this Agreement have been confirmed by the JWB). Without prejudice to the generality of the foregoing the JWB will:

8.1.1 (subject to the said confirmation by the JWB) be responsible for the decisions assigned to it under this Agreement; and

8.1.2 exercise such powers as each or all of the Parties may from time to time delegate to the JWB with the agreement of the JWB.

8.2 For the avoidance of doubt it is agreed that the JWB will not be responsible for making decisions on:

8.2.1 changes to the policies and targets of the Parties;

8.2.2 the determination of the waste disposal budget of the Parties as WDAs; or

8.2.3 the determination of the waste collection budget of the Parties as WCAs.

8.3 The JWB shall not be empowered to acquire land or any interest in land.

8.4 The JWB will manage a budget for its operation and the management and administration of the Relevant Contracts which will be approved by all the Parties when they approve the annual budget for performing their responsibilities under the EPA as WDAs and WCAs.

8.5 If recommended by the JWT the JWB may arrange for work to be carried out directly or on an agency or contract basis on behalf of any of the Parties providing this is within the scope of its responsibilities under this Agreement and the costs do not exceed its annual budget referred to in paragraph 8.4 of this Schedule 1 (Constitution of the Joint Waste Board).



9. **OFFICERS, STAFF AND ACCOMMODATION**

9.1 The Parties may from time to time nominate certain officers (including nominated deputies or alternative officers) to attend meetings of the JWB in an advisory capacity.

9.2 The BDR Manager shall be directly responsible to the BDR Steering Committee.

9.3 The JWB shall secure the provision of (but not employ) such staff, accommodation and other resources as the JWB shall consider necessary for the discharge of its obligations under this Agreement.

10. **COSTS OF THE JWB**

10.1 All costs in connection with the establishment and administration of the JWB shall be agreed and borne by the Parties in equal shares.

**Annex 1**

**Delegation of responsibilities to the JWB and JWT**

For the avoidance of doubt:

"Joint Contracts"	means any contractual arrangements concerning waste management services that the Parties who are party to such a Contract agree pursuant to clause 3.2 (Objectives and Guiding Principles) should be managed and administered by the JWT under this Agreement but which falls outside the scope of delegation for the JWB set out in Schedule 1 (Constitution of the Joint Waste Board), Schedule 2A (BDR Contract) and Schedule 2B (Royalty Deed) of this Agreement
"Managed Contracts"	means any contractual arrangements a Party has individually entered into concerning waste management services that the Party nominates pursuant to clause 3.3 (Objectives and Guiding Principles) should be managed and administered by the JWT under this Agreement but which falls outside the scope of delegation for the JWB set out in Schedule 1 (Constitution of the Joint Waste Board), Schedule 2A (BDR Contract) and Schedule 2B (Royalty Deed) of this Agreement
"Relevant Contracts"	means any contractual arrangements (including the BDR Contract and the Royalty Deed) concerning waste management services that all the Parties agree should be managed and administered by the JWB and JWT under this Agreement pursuant to clause 3.2 (Objectives and Guiding Principles).

Approval, consents and decisions under the Relevant Contracts

1. In accordance with the Relevant Contracts the Parties will be responsible for the reaching of decisions in respect of the following:
  - 1.1 the need for contractual changes;
  - 1.2 the giving or withholding of consents or approvals;
  - 1.3 whether an event described in a Relevant Contract has or has not occurred;
  - 1.4 whether a methodology plan or report is satisfactory;
  - 1.5 whether action should be taken or not taken; and
  - 1.6 other issues and matters requiring consideration and decision pursuant to or arising from the Relevant Contracts.
2. In order to facilitate the decision making process of the Parties, the Parties have put the following arrangements in place:
  - 2.1 the creation of the Joint Waste Board as a joint executive committee with authority to manage and administer the Relevant Contracts;
  - 2.2 the granting of the necessary authority to the BDR Manager and BDR Steering Committee to make those decisions delegated to them under this Agreement;

- 2.3 the Parties each undertake that they have passed the necessary resolutions as required by the constitution of each Party to ensure that the delegated powers detailed in this Annex 1 (Delegation of responsibilities to the JWB and JWT) have been properly given to the BDR Manager, BDR Steering Committee and other appropriate officers and that proper authority has been vested in the Joint Waste Board to enable it to operate and make decisions that bind the Parties in accordance with the provisions of this Agreement; and
- 2.4 that the Administering Authority's scheme of delegation will apply to officers that comprise the JWT.
3. The Parties agree that they will abide by the decisions of the BDR Manager, BDR Steering Committee, the Joint Waste Board and JWT so far as those decisions are properly made in accordance with the provisions of this Agreement.
4. The Parties have agreed that certain matters should be reserved to be decided by themselves. In this event the decision of all Parties shall be unanimous in order for the decision to become effective save in circumstances where the decision will only affect (both financially and in respect of service provision) the Parties or Party making the decision and the provisions of clause 7.3 (Decisions Reserved to the Parties) of this Agreement will apply in this respect.
5. The Parties hereby agree that their decisions will be made in the manner described in this Agreement (as such manner, but not any such decision, is approved by the Joint Waste Board) provided that the operation of the decision making process will not (where the decision is to be made other than by each of the Parties' unanimous agreement) result in a Manifest Injustice to one (1) or more Parties as a result of that Party or those Parties being unable to operate a veto on the decision.
6. In paragraph 5 the term "**Manifest Injustice**" shall mean any situation where:
  - 6.1 the implementation of a decision will have a financial impact on a Party which is disproportionate to the gain or benefit bestowed upon that Party by the decision;
  - 6.2 a decision will have a financial impact as a result of its implementation which will place undue and unreasonable budget pressures on the Party as a result of the decision; and
  - 6.3 the implementation of a decision would conflict with any policy of any Party.
7. Where decisions are to be made by the Joint Waste Board the members of that Joint Waste Board shall have at all times due regard to advice of the officers of all the Parties relevant to the decisions to be made.
8. Where decisions are to be made by the BDR Steering Committee they will seek advice and make those decisions taking into account the advice of the officers of all the Parties relevant to the decisions to be made and shall report the decision to the next meeting of the Joint Waste Board.
9. The Parties agree to use reasonable endeavours to convene the Joint Waste Board in sufficient time to comply with timescales for decisions detailed in any Relevant Contract where such decisions fall to be made by the Joint Waste Board.
10. In the event of an urgent decision being required by the Parties and in the event that it is not possible to call a meeting of the Joint Waste Board to consider such decision (where such decision is delegated to the Joint Waste Board) or use written procedures under paragraph 5.7 of Schedule 1 (Constitution of the Joint Waste Board) then:
  - 10.1 the BDR Steering Committee shall be entitled to make such a decision with the agreement of the Chairman of the Joint Waste Board (or in the absence of the Chairman the Vice-Chairman of the Joint Waste Board);
  - 10.2 in the event that it is not possible to call a meeting of the BDR Steering Committee to consider such decision under paragraph 10.1 or use written procedures under paragraph 4 of Appendix 1 (Manner in which the Parties will reach joint decisions under the BDR Contract) in Schedule 2A (BDR Contract) then the BDR Manager shall be entitled to make such decision with the agreement of the

Chairman of the Joint Waste Board (or in the absence of the Chairman the Vice-Chairman of the Joint Waste Board); and

- 10.3 details of the decision and the reason for its urgency shall be reported to the next meeting of the Joint Waste Board.



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