

**Cheltenham Borough Council
Cabinet – 15th November 2011**

Formation of Joint Waste Committee in Gloucestershire

Accountable member	Councillor Roger Whyborn Cabinet Member for Sustainability
Accountable officer	Andrew North Chief Executive
Accountable scrutiny committee	Environment
Ward(s) affected	All
Key Decision	Yes
Executive summary	<p>To provide the background and principles underlying the proposal to form a Gloucestershire Joint Waste Committee (herein referred to as GJWC).</p> <p>To explain how this integrates with the recently incorporated, Ubico Limited, a company jointly owned by the Council and Cotswold District Council.</p> <p>To gain agreement to join the proposed GJWC.</p> <p>To gain agreement to delegate to the GJWC certain functions in the area of environmental services, and which decisions CBC would wish to retain and would thus not be so delegated.</p> <p>To seek approval to delegate to the Chief Executive in consultation with the Cabinet Member Sustainability and other officers to complete the work required to bring the GJWC into place by the start of the next financial year.</p>
Recommendations	<p>That Cabinet:</p> <ul style="list-style-type: none"> (a) accept the Financial case set out in (section 5) of the report, subject to explicit costing of the collection costs per household being agreed by the Council Leader in conjunction with the Cabinet Member Sustainability, Chief Executive and s151 Officer; (b) agree to the establishment of the Gloucestershire Joint Waste Committee (GJWC) in accordance with Sections 101 and 102 of the Local Government Act 1972, and the Local Authorities (Arrangement for the Discharge of Functions)(England)(Amendment) Regulations 2001 made under Section 20 of the Local Government Act 2000; (c) delegate to the Chief Executive in conjunction with the Cabinet Member Sustainability, s151 Officer and the Borough Solicitor authority to finalise and complete the Inter Authority Agreement (including the Constitution), including but not limited to the delegation arrangement for enforcement, the year one Business Plan and other documentation and to take all necessary steps to create the GWJC by April 2012;

- (d) agree that the existing Shadow Joint Waste Board and Programme Board arrangements will persist until the end of March 2012 to oversee this process.
- (e) agree that the above recommendations (a) to (d) if agreed by Cabinet will not be effective until equivalent resolutions (a) to (d) have been passed by all the Authorities named in this report, and that the revised Financial case is reviewed by Cabinet if any one authority named in this report fails to agree resolutions (a) to (d).

Upon the establishment of the GJWC:

- (f) authorise the delegation to the GJWC of this Council's functions in relation to the collection, management, disposal treatment, or recycling of waste and street cleansing described in detail in paragraph 4.1 of this report but subject to the retained decisions as set out in paragraph 4.2 of this report;
- (g) agree to appoint Gloucestershire County Council as Administering Authority to undertake the role set out in 3.4 of the report;
- (h) agree to appoint Cllr Roger Whyborn and Cllr Steve Jordan to the GJWC.

<p>Financial implications</p>	<p>The financial implications are as detailed in Section 5 of the report and indicate that during the period of the current MTFP, by joining the GJWC, CBC will meet its current target saving.</p> <p>S151 officers for all the Authorities concerned have worked together on the proposed waste partnership's financial model and are satisfied that no extra costs will arise to the parties involved for a five member partnership.</p> <p>The financial model for a reduced number of partners has yet to be developed and would form the basis of any future decision to continue with the establishment of the GJWC. Contact officer: Mark Sheldon, <u>mark.sheldon@cheltenham.gov.uk</u>, 01242 264123</p>
<p>Legal implications</p>	<p>The relationship between the parties to the GJWC will be set out in an Inter Authority Agreement (IAA), which will detail the responsibilities, the scope, financial and staffing arrangements and the constitution of the GJWC. This agreement is currently being prepared by legal representatives from each participant authority, and has had the benefit of building upon the experience of waste partnerships elsewhere in the country. Key features of the IAA are set out in paragraph 3.8 of this report. Contact officer: Shirin Wotherspoon, <u>shirin.wotherspoon@tewkesbury.gov.uk</u>, 01684 272017</p>
<p>HR implications (including learning and organisational development)</p>	<p>There are no CBC employees transferring to the JWMU. Contact officer: Julie McCarthy, <u>julie.mccarthy@cheltenham.gov.uk</u>, 01242 264355</p>

Corporate and community plan Implications	
Environmental and climate change implications	<p>It is anticipated that the formation of a joint waste committee in Gloucestershire, will facilitate consideration of waste collection and disposal as a 'whole system' and lead to an acceleration of progress toward higher rates of recycling and significant reduction in the amount of domestic waste going to landfill across the county. This is to the benefit of all Borough residents and in line with the Councils declared sustainability aims in terms of protecting the environment and reducing impacts upon it.</p>

1. Background

- 1.1** Cabinet considered a report on the Joint Waste Programme on 21st September 2010. The report presented a business case that demonstrated the benefits of forming a Joint Waste Committee and estimated that the creation of a joint waste service in Gloucestershire had the potential to deliver significant savings for the Council over time. At the same Cabinet meeting the decision was taken to progress the establishment of a local authority company to deliver Environmental Services for Cheltenham and Cotswold Councils. The company, Ubico Limited, was incorporated on 26th October 2011.
- 1.2** Following a review by the Shadow Joint Waste Board in May 2010 which ratified earlier work that treating waste collection and disposal as a single system in Gloucestershire would yield financial and environmental savings, a proposal was made to create a Gloucestershire Joint Waste Committee and supporting infrastructure from the beginning of financial year 2012/13. This proposal was accepted by the County Council, Cheltenham Borough Council, Cotswold District Council, Forest of Dean District Council and Tewkesbury Borough Council, subject to a final go/no-go decision in the Autumn of 2011 to be supported by further clarification on governance and details of the financial case for partnership. Two authorities, Gloucester City and Stroud District Council, previously decided not to participate in this phase of the programme but to keep a watching brief and reconsider joining the waste partnership at a later date.
- 1.3** In its simplest form, this report proposes the formation of that Gloucestershire Joint Waste Committee and requests delegated authority to make this happen by the start of the next financial year (2012/13). Time is needed between now and that point to allow detailed budgets for the proposed structure to be finalised and incorporated into the Authority's MTFP
- 1.4** The proposal is predicated upon a budget agreed by the S151 officers of the participating authorities that demonstrate the financial advantages of partnership. These are expected to be of the order of £2m to be achieved over the next 3~5 years.
- 1.5** The waste partnership will see the formation of a Member led Gloucestershire Joint Waste Committee (GJWC) and an officer led Joint Waste Management Unit (JWMU).
- 1.6** An administration authority will be required both to provide a body that can enter into service contracts on behalf of the partnership, and to act as a 'pay and rations' provider for JWMU staff.
- 1.7** As part of the work to support the proposal to form a waste partnership in Gloucestershire, a number of organisational approaches were considered. These ranged from secondments, delegated arrangements, collaborative arrangements, joint committees etc., to the formation of a Joint Waste Authority. These were in turn reviewed against an agreed set of criteria in terms of their appropriateness at a strategic and policy level, at a management and back office level, and operationally. The criteria used included financial impact, financial decision making, service design decision making, ease and speed of decision making, scope of powers, and ease of exit and new-joiner integration.
- 1.8** This work recommended forming a Joint Waste Committee at the strategic level, serviced by an officer led Joint Waste Management Unit to oversee contracts, and to manage and execute the agreed business plan. See Appendix 3, Draft GJWC Business Plan Table 1-1 for a graphical representation of this arrangement.
- 1.9** These governance and organisational proposals were agreed by the SJWB in March 2011.
- 1.10** The governance and legal nature of this arrangement is described in section 3 below.

2. Reasons for recommendations

- 2.1** To enable the GJWC to be in place by the beginning of the next financial year in order to provide the most efficient and cost effective waste collection and disposal system to Council Tax payers in the Cheltenham Borough and the broader community across the County as a whole.

3. Governance and Legal Agreement

The Gloucestershire Joint Waste Committee

- 3.1** The GJWC would be established under Section 101 and 102 of the Local Government Act 1972, section 20 of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000.

- 3.2** It is proposed that the GJWC will comprise of 2 Members from each partner council. As the GJWC will undertake executive functions the 2 members must be from the council's executive.

- 3.3** The GJWC will have the decision making powers (subject to the retained decisions) as set out in Section 4 below. However, a joint committee is not a separate legal entity and, as such, cannot enter into contracts in its own right or employ staff directly. In order to do these things, one or more constituent authorities must be appointed to act as administering authority, via a delegation under the provisions of Section 101 of the Local Government Act 1972. In discussions regarding the potential identity of an administering authority for a shared waste service, the Programme Board and the SJWB concluded that Gloucestershire County Council would be best placed to undertake this role.

- 3.4** At its simplest level, the Administering Authority will perform three fundamental functions which will enable the GJWC to fulfil its role:

- It will enter into contracts on behalf of the GJWC;
- It will be the employer of all staff employed by the GJWC (i.e., the staff of the JWMU); and
- It will provide management services (e.g. HR, Legal, ICT, Procurement, democratic support and office accommodation) to the JWC and the JWMU. The provider of support services maybe reviewed in the future, which may include the use of GO or One Legal.

In order that the Administering Authority is not exposed to excessive financial or reputational risk, there will need to be clear funding streams and mitigation measures in place before any contracts are entered into. These arrangements will be dealt with in the Inter Authority Agreement.

- 3.5** As a committee, the GJWC will be administered as any other committee of a council. A summary of the proposed Constitution of the GJWC is set out in Appendix 2.

- 3.6** As a body undertaking executive functions, decisions of the GJWC will be subject to scrutiny. The council's existing scrutiny arrangements will apply to decisions of the GJWC. The overview and scrutiny committee will hold the Joint waste committee to account for the delivery of the services within its scope. The Head of Service of the JWMU can be called to the committee should this be felt necessary, as can the Chair and Vice Chair of the GJWC.

The Inter Authority Agreement (including the Constitution)

3.7 This Agreement will set out the terms upon which the parties have agreed to delegate functions to the County Council including financial and staffing arrangements as well as the constitution of the GJWC.

3.8 Key features of the Agreement are:

3.8.1 Term - it is proposed that the Agreement will continue for a fixed period of 5 years, to link with the financial plan, and then to continue on an annual basis (terminable on giving 12 months notice).

3.8.2 Delegated Functions - these are set out in detail together with the decisions that will be retained by each council so that the extent of joint decision making by the GJWC is clear.

3.8.3 Administrative Support - administrative support to the GWJC will be set out in the IAA.

3.8.4 Business Plan.- A business plan will be provided for the first year of operation. This will also detail the financial benefits and contributions of each Authority. A draft copy of the plan is included as Appendix 3.

3.8.5 Joint Waste Management Unit - the IAA will set out the purpose of the Joint Waste Management Unit in its role supporting the GJWC in the discharging of the duties delegated to it by the Partner Authorities. This will be as described in section 1.6 of the draft Business Plan attached at Appendix 3.

3.8.6 Strategic Management and Financial Groups - the IAA will include a definition of the purpose and make up of these groups. This will be as described in sections 1.7 and 1.8 of the draft Business Plan attached at Appendix 3.

3.8.7 Termination Arrangements- these will provide for:

- Cessation of membership of the GJWC;
- Dissolution of the GJWC;
- Exit Planning and Exit Arrangements.

3.8.8 Transfer of Staff- details of all staff transferring to the Administering Authority in accordance with the principles of TUPE will be included.

3.8.9 Asset transfer- at this stage it is unlikely that any major assets will transfer to the Administering Authority.

4. Delegated Functions and Retained Decisions

4.1 Delegated Functions

4.1.1 The functions to be delegated to the GJWC by the Partner Authorities collectively are shown in the following table:

WCA – Waste Collection Authority
WDA – Waste Disposal Authority

Environmental Protection Act 1990 Part II		Applies to	
		WCA	WDA
Section 34	Duty of Care - to prevent the unlawful deposit or treatment of waste in your control	✓	✓
Section 45	Duty to collect waste in your area (WCA) and to make arrangements to collect, to collect commercial waste where requested.	✓	
Section 46	Authority to serve notice on householders to use prescribed receptacles for waste and to put them out for collection	✓	
Section 47	Authority to provide commercial customers with receptacles	✓	
Section 48	Duty to deliver waste collected to specific places (as specified by the WDA)	✓	
Section 51	Duty to arrange for disposal and duty to provide HRCs		✓
Section 52	Duty to pay recycling credits		✓
Section 55	Duty to make arrangements to recycle waste	✓	✓
Waste and Emissions Trading Act 2003			
Section 9	Duty not to exceed allowances		✓
Section 12	Duty to maintain records of biodegradable waste sent for treatment/disposal		✓
Section 31	Power to make directions to WCAs as to separation of waste		✓
Section 32	Duty to have in place a Joint Strategy for waste	✓	✓
Waste Minimisation Act 1998			
Section 1	Power to take steps to minimise waste	✓	✓

		Applies to	
		WCA	WDA
Household Waste and Recycling Act 2003			
Section 1	Duty to collect at least two types of recyclable waste	✓	
Environment Act 1995			
Section 108	Powers to take action to investigate pollution incidents or where harm to human health has been caused by pollution	✓	✓
Section 109	Powers to take action to prevent pollution or harm to human health	✓	✓
Clean Neighbourhoods & Environment Act 2005			
Part 2	Abandoned Vehicles	✓	
Part 3	Litter and Refuse	✓	
Part 4	Graffiti	✓	
Part 5	Waste	✓	✓
Local Government Act 1972			
Section 111	Powers to act as a local authority In so far as its use is calculated to facilitate or is incidental or conducive to the discharge of any of the functions referred to in paragraphs (a) to (h) listed below	✓	✓
	(a) European Community Strategy for Waste Management 1989 (as reviewed in 1996);		

Local Government Act 1972 cont'd ...		Applies to	
		WCA	WDA
	(b) EU Directive 757 4427 EEC as amended by Directive 917 1567 EEC and adapted by Directive 967 3507 EEC on Waste (The Framework Directives on Waste);		
	(c) Environmental Protection Act 1990;		
	(d) Public Health Act 1936;		
	(e) Anti-Social Behaviour Act 2003;		
	(f) Clean Neighbourhoods and Environment Act 2005;		
	(g) Refuse Disposal (Amenity) Act 1978 (insofar as this relates to abandoned vehicles, public safety and amenity);		
	(h) Environmental Protection (Waste Recycling Payments) Regulations 1992 (as amended 1994).		
Local Government Act 2000			
Section 2	Power of wellbeing - In so far as its use relates to the promotion or improvement of the economic, social and/or environmental well-being of the whole of the County or any part thereof in respect of matters directly related to the management or recycling of waste.	✓	✓

This Council is a Waste Collection Authority (WCA) and will, thus, be delegating the Functions in the column headed "WCA" in the table in paragraph 3.1.1 above to the GJWC.

4.2 Retained Decisions

The decisions which are to be retained by the council (and which will not, therefore, be delegated to the GJWC) are:

- (a) Budget setting: retaining the annual decision on budget setting as part of the business planning process for the GJWC;
- (b) Service Charges: changes to service charges where these are proposed outside the budget setting cycle will need to be ratified;
- (c) Collection/Disposal Method [Policy] changes to collection/disposal methods [policy] will be retained, including the operation of the Swindon Road recycling centre;
- (d) Procurement: whilst recognising that the GJWC will be providing advice/recommendations to Partner Authorities on their procurement options and will be carrying out procurement exercises on the partnership's behalf the GJWC will not make decisions in respect of any contracts entered into between the council and Ubico Limited.

4.3 Operational decisions which are public-facing, affecting specific localities: The general principle is that decisions should be taken at the lowest level appropriate, leaving the GJWC to concentrate on strategic decisions and vision, and the JWMU also to set its sights on how best to achieve that. Sufficient flexibility will be built into SLA's, contracts and budgets to enable seamless transition from the present system, and to allow ongoing local non-strategic decision making, as in the following examples:-

4.3.1 Top level Decisions: these are covered elsewhere in the report. Examples of decisions would be a) to acquire a MRF or b) differential charges for the same garden waste service, which would need an appropriate financial settlement.

4.3.2 Operational only decisions: Issues include dealing with missed bins, adding someone to the "assisted lift" list, changing the highway presentation point etc., in situations where this simply reflects a common-sense application of existing policy. It will be sorted out between CBC's customer service team and the public, but sometimes at request of Councillors. It is not expected that the JWMU would be involved, except as part of a reporting system at intervals.

4.3.3 Intermediate decisions: These decisions could involve small changes to collection procedures in a range of streets or a village, disputes over charging for replacement bins, entitlement to a larger bin and some media-facing issues. Typically this is the situation where local members have received complaints from residents, who cannot resolve it with CBC's customer service team. Members would then meet with the service provider, and sometimes with the cabinet member. Most of these decisions in reality follow the rationale of the previous group; the key questions are:

- Can the changes discussed be resolved within existing budgets, boundaries, and policies?

If so, then do so between local waste manager and members, with a later routine report to JWMU. If not, the decision is escalated to a meeting between member(s) and the JWMU head of service or his representative.

4.4 Bad Weather provision: Flexible procedures will be worked out for bad weather, including the briefing of key members and officers within each authority, and local media. The decision to suspend collections can only rest with the service provider, who is held accountable for the safety of employees and the public. If the service provider cannot resolve the issue locally and quickly, it escalates to the JWMU, and if necessary the GJWC can be convened within a few days, e.g. in order to address backlogs etc.

4.5 Enforcement: Policy and operations will remain the responsibility of the Council, but it expected that GJWC will consider the subject and input to it and influence commonality of approach.

5. The Financial Case

5.1 The Financial Case

In May 2011, external consultants providing technical support to the Joint Waste Programme were invited to comment upon the different approaches to forming a budget for a partnership of authorities providing waste collections and disposal. Their report drew on experiences working with a number of waste partnerships in other counties.

Subsequently the finance team supporting Gloucestershire's programme together with other members of the programme team visited two of these partnerships, Somerset and Dorset, to gain an understanding of their respective approaches and, in the case of Somerset who formed in October 2007, what lessons had been learnt in the interim.

In summary the approach adopted by Dorset appeared very simplistic with all costs and benefits shared on a per household, whilst the approach used in Somerset, where cost and benefits were clustered under 14 headings, each with its own algorithm for distribution, was felt to be more robust but unnecessarily complex. In conclusion the Team proposed a model, which was endorsed by S151s and the Programme Board; similar in principle to Somerset's but having only six methods of treating costs as described below. The rationale was that all partners would minimise budget risk and liability, whilst maximising opportunities to benefit from savings through joint working.

Figure 1: Gloucestershire's Joint Waste Financial Model

Proposed Title	Basis of share
Direct charge to LA	e.g. disposal costs charged to county, delivery of wheeled bins charged to districts, operation of HRCs etc., charged to county, each district or where a unique service is offered. Effectively a pass-through cost.
Households (Collection costs)	Based on the number of households in the district as a proportion of the total number of households that are part of the partnership. This is not multiplied by a factor which reflects the intrinsic costs of collection within the district. This factor would include, but not be limited to, the effects of housing density on collection costs.
Charged for Customer Services	e.g. Garden or bulky waste. Where allocation is on a customer basis and each district may have different charge or service.
Service Trials	For transitional arrangements. Where common service is used but maybe not by all. Based on the number of households taking that service, in proportion to the total for that service.
JWMU Client, Support Services Costs & Savings profile for 2012-2016	Used to allocate the joint client costs, overheads e.g. finance and legal etc. and the proposed savings plan. County and Districts percentage based on original % of budget, with the Districts individual share apportioned on a per household basis – see figure 1.2
Performance (Cost/Benefit) new initiatives	Could be an agreed amount or a percentage to be determined by results. This would be allocated based on the relevant activity and shared based on the proportion of those households taking part as a percentage of the total taking part.

The financial model has been based on 2011/12 budgets as agreed with S151 officers. The 2012/13 budgets are currently being prepared, based on the 2011/12 budgets with adjustments for inflation etc. Savings from the creation of the Local Authority Company currently identified in the Cabinet report of 13th October 2011, have been excluded from this financial model.

The team have explored opportunities for delivering additional financial savings through joint waste working initiatives. These savings total £1.917 million over the next 5 years. They include a range of initiatives through joint working across the whole waste stream. The key themes are outlined below with further detail in section 4.2 of the draft GWJC Business Plan provided as Appendix 3.

- Landfill avoidance; In addition to paying recycling credits and organic waste collection incentives, it will also share additional landfill avoidance through addition waste minimisation and recycling in excess of targets, capped at £200k per annum. GCC will retain any liability associated with landfill.
- Operational and joint procurement savings; through additional partner authorities joining the LAC, contract procurement, rationalisation of collection across District boundaries.
- Joint client team savings; reduced duplication of data management, ability to optimise tasks across one team.

A financial model based on a minimum critical mass arrangement consisting of the County Council plus two district councils with common boundaries has not yet been developed. Further work is required if this is indeed the scenario on which the partnership is to proceed. Any decision regarding the detail and viability of the revised financial model will be subject to delegated authority as per recommendation (c).

It is also my belief that the revised financial model should include some form of weighting on the cost of collection per household for each authority based on a housing sparsity / density factor. A revised financial model must be developed to include such a factor, the detail of which will be subject to delegated authority as per recommendation (a).

The savings plan sets out the marginal savings generated from partnership. The savings profile over the next 4 years is outlined in the table below. DETAIL	COUNTY £	CHELTENHAM £	COTSWOLD £	FOREST £	TEWKESBURY £	TOTAL £
Total Budget for Joint Waste Partnership	20,001,809	2,924,316	2,308,578	2,557,981	2,575,507	30,368,191
Budgets as a percentage of total budget	65.86%	9.63%	7.60%	8.42%	8.49%	100.00%
Number of households	n/a	53,110	39,360	36,060	36,580	165,110
ESTIMATED NET SAVINGS FROM NEW INITIATIVES						
DETAIL	COUNTY £	CHELTENHAM £	COTSWOLD £	FOREST £	TEWKESBURY £	TOTAL £
2012/2013	-61,912	-10,321	-7,650	-7,008	-7,109	-94,000
2013/2014	-115,921	-19,325	-14,322	-13,121	-13,311	-176,000
2014/2015	-227,232	-37,882	-28,074	-25,721	-26,091	-345,000
2015/2016	-324,711	-54,133	-40,118	-36,754	-37,284	-493,000
2016/2017	-532,843	-88,830	-65,832	-60,313	-61,182	-809,000
estimated cumulative net savings from new initiatives after first five years - 2012/13 to 2016/17	-1,262,619	-210,491	-155,996	-142,917	-144,977	-1,917,000

6. The Business Planning Process

Each partner authority already has a costed business plan for its waste collection (or disposal in the case of the County) department for the next three to five years. The year one business plan for the GJWC has been constructed by aggregating these plans and adding to them the work needed to release the savings the partnership is predicated upon.

In following years, the GJWC in conjunction with the Strategic Directors group and facilitated by the JWMU will form an annual business plan with supporting financial plan for ratification (as a retained decision) by each partner authority.

These processes are described in Section 1.11.2 of the draft Business Plan attached at Appendix 3.

7. Next Steps

Following agreement to form the GJWC, and subject to critical mass being achieved, the existing shadow Joint Waste Committee will oversee the work needed to bring the GJWC into being as from the start of financial year 2012/13. The existing Programme Board arrangements will continue during that period with access to the funds contributed by the participant authorities.

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Appendices	<ol style="list-style-type: none">1. Risk Assessment2. A Summary of the GJWC Constitution3. FY 2012/13 Draft GJWC Business Plan
Background information	<ol style="list-style-type: none">1. 13th October 2011 – The Creation of a Local Authority Company with Cotswold District Council2. 21st September 2011 – Joint Working in Waste Services

<p>Key risks</p>	<p>The following risks are associated with the recommendations within this report.</p> <ul style="list-style-type: none"> • Failure of a sufficient number of Authorities to sign up to the GJWC such that the arrangement is not viable. It has been determined that for 'critical mass' to be achieved, the County Council plus at least two Districts who have a common boundary need to agree to proceed. • Anticipated savings are not achieved. Although the financial case for waste partnership has been made and validated by S151 officers, it is a complex matter and a risk remains that expected savings are not realisable. One of the primary functions of the GJWC will be to mitigate this risk by closely over seeing the business plan and working with the JWMU in the early years of the partnership to ensure it is on track and suitably focussed. • Unexpected external factors undermine the business case, for example significant changes in waste stream volumes or the economic climate. This risk in not solely associated with formation of the waste partnership; i.e. it is a risk that will exist irrespective of partnership formation.
	<ul style="list-style-type: none"> • Delegation of Authority to the JWC results in a perceived dilution of influence unmatched by commensurate gains. Whereas it is true that the Authority will delegate some decision making to the joint committee, GJWC members will have an extended scope of responsibility being then able to consider waste collection and disposal as a holistic system. The risk of dilution without gain is balanced by this increased range of influence, and mitigated by the fact that some key decisions are being retained. It must be borne in mind that over retention would reduce the capacity of the GJWC to achieve its goals. • Formation of a Joint Management Unit results in a perceived remoteness of access. This is a key success factor for the partnership. It has been mitigated to some extent by the decision to leave customer access with the partner Authorities, but will need continued attention by the GJWC to ensure that the JWMU continues to provide a similar level of service as today, and that Members continue to have access to appropriate staff in the future.

The risk	Original risk score (impact x likelihood)	Managing risk
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Risk ref.	Risk description	Risk Owner	Date raised	Impact 1-4	Likelihood 1-6	Score	Control	Action	Deadline	Responsible officer	Transferred to risk register
	Any risks associated with equality impact										
	Any environmental risks										

Explanatory notes

Impact – an assessment of the impact if the risk occurs on a scale of 1-4 (4 being the greatest impact)

Likelihood – how likely is it that the risk will occur on a scale of 1-6 (6 being most likely)

Impact Description	Impact score	Probability	Likelihood Description	Likelihood Score
Negligible	<u>1</u>	0% - 5%	Almost impossible	<u>1</u>
Marginal	<u>2</u>	5% - 15%	Very low	<u>2</u>
Major	<u>3</u>	15% - 30%	Low	<u>3</u>
Critical	<u>4</u>	30% - 60%	Significant	<u>4</u>
		60% - 90%	High	<u>5</u>
		> 90%	Very high	<u>6</u>

Control - Either: Reduce / Accept / Transfer to 3rd party / Close

Guidance

Types of risks could include the following:

- Potential reputation risks from the decision in terms of bad publicity, impact on the community or on partners;
- Financial risks associated with the decision;
- Political risks that the decision might not have cross-party support;

- Environmental risks associated with the decision;
- Potential adverse equality impacts from the decision;
- Capacity risks in terms of the ability of the organisation to ensure the effective delivery of the decision;
- Legal risks arising from the decision.

Remember to highlight risks which may impact on the strategy and actions which are being followed to deliver the objectives, so that members can identify the need to review objectives, options and decisions on a timely basis should these risks arise.

Risk ref

If the risk is already recorded, note either the corporate risk register or TEN reference.

Risk Description

Please use "If xx happens then xx will be the consequence" (cause and effect). For example "If the council's business continuity planning does not deliver effective responses to the predicted flu pandemic then council services will be significantly impacted."

Risk owner

Please identify the lead officer who has identified the risk and will be responsible for it.

Risk score

Impact on a scale from 1 to 4 multiplied by likelihood on a scale from 1 to 6. Please see risk [scorecard](#) for more information on how to score a risk.

Control

Either: Reduce / Accept / Transfer to 3rd party / Close.

Action

There are usually things the council can do to reduce either the likelihood or impact of the risk. Controls may already be in place, such as budget monitoring or new controls or actions may also be needed.

Responsible officer

Please identify the lead officer who will be responsible for the action to control the risk.

For further guidance, please refer to the [risk management policy](#)

Transferred to risk register

Please ensure that the risk is transferred to a live risk register. This could be a team, divisional or corporate risk register depending on the nature of the risk and what level of objective it is impacting on.

1. Composition of the GJWC

- Each Partner Authority is to appoint two elected members as its representatives on the GJWC(the members appointed must be members of the Executive);
- Each GJWC member has one vote;
- GJWC members remaining office until they are removed or replaced by the Authority which appointed them;
- Substitution is permitted, with substitute members having the same rights to speak and vote at meetings as the GJWC members they are replacing.

2. Role of GJWC Members

- To make a positive contribution to the achievement of the GJWC's aims and objectives by attending GJWC meetings regularly, and voting on items being considered;
- To act as an advocate for the GJWC when seeking approval from the Partner Authority of the draft Business Plan, Annual Action Plan and any GJWC decisions which are to be ratified.

3. Responsibilities of the Chairman and Vice-Chairman

- The Responsibilities of the Chairman and Vice-Chairman are those which are generally required of the Chairman and Vice Chairman of a local authority committee;
- Except as specifically provided, the Chairman and Vice-Chairman have exactly the same authority and powers as any other GJWC member;
- The Chairman and Vice-Chairman may be removed from office by the GJWC by a simple majority.

4. Meetings of the GJWC

- The usual rules relating to meeting of local authority committees apply to meetings of the GJWC (i.e., those contained in Part 1 of Schedule 12 of the Local Government Act 1972). In addition The Administering Authority's Standing Orders and Rules of Procedure apply;
- The GJWC is to meet at least 4 times per year;
- GJWC meetings are to be open to the public and press (but with the usual exemptions for confidential and exempt items);
- The quorum for GJWC meetings is six (6) GJWC members, including at least one from each individual Partner Authority.
- The following business is to be transacted at the first meeting of the GJWC, and at each subsequent AGM:
 - Election of the Chairman and Vice-Chairman;
 - Adoption of the Scheme of Delegation ; and
 - Approval of the schedule of GJWC meetings for the remainder of the year.

5. Delegation to Sub-Committees and officers

- The GJWC may make arrangements for the discharge of its functions by sub-committees or officers in accordance with its approved Scheme of Delegation;
- The GJWC may also appoint working groups to consider specific matters and make recommendations.

6. Scrutiny arrangements

As a body undertaking executive functions, decisions of the GJWC will be subject to scrutiny. Each council's existing scrutiny arrangements will apply to decisions of the GJWC.

7. Business Plan

- The GJWC is to perform the statutory Functions delegated to it in conformity with the Approved Business Plan;
- The Business Plan is to be approved annually by the GJWC (by an agreed date)
- The GJWC may amend the Business Plan at any time to deal with unforeseen circumstances and to assist the GJWC with the achievement of its aims and objectives;

8. Annual Budget

- The GJWC and the Partner authorities are to prepare and agree the Annual Budget in accordance with an agreed timetable;
- If the Partner Authorities and the GJWC are unable to approve the draft Annual Budget by the agreed date, the previous year's budget (with an adjustment for inflation and any increased staff costs) will continue to apply until the new Annual Budget is approved.

9. Conduct and expenses of GJWC Members

- Each GJWC member will be subject to the Code of Conduct for elected members adopted by the Partner authority that nominated them;
- GJWC members are entitled to attendance expenses in accordance with the Local Government Act 1972.

10. Liability of GJWC Members

- The responsibilities and liabilities of GJWC members are the same as those which apply to elected members when they sit on other committees or bodies as the appointed representative of their Council.

11. Dissolution and re-forming of the GJWC on another local authority joining

- If all the Partner Authorities agree that another local authority may join the GJWC, the GJWC is to be dissolved with a view to a new GJWC being established. The Constitution for the new GJWC being on terms which are substantially similar to the previous one.

Draft GJWC Business Plan