



## **EXECUTIVE**

YOU ARE REQUESTED TO ATTEND A MEETING OF THE EXECUTIVE TO BE HELD IN THE PRINCIPAL COMMITTEE ROOM, THE DEANE HOUSE, BELVEDERE ROAD, TAUNTON ON MONDAY 26TH FEBRUARY 2007 AT 18:15.

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### **AGENDA**

1. Apologies
2. Minutes of the meetings of the Executive held on 22 January 2007 and 7 February 2007 (attached)
3. Public Question Time
4. Declaration of Interests
5. The Somerset Waste Board Administering Authority  
Report of Strategic Director - Joy Wishlade (attached)
6. The Somerset Waste Board Draft Heads of Term for the Constitution and Inter Authority Agreement  
Report of the Strategic Director - Joy Wishlade (attached)

G P DYKE  
Member Services Manager  
16 February 2007





Members of the public are welcome to attend the meeting and listen to the discussion. Lift access to the main committee room on the first floor of the building is available from the main ground floor entrance. Toilet facilities, with wheelchair access, are also available. There is a time set aside at the beginning of the meeting to allow the public to ask questions



An induction loop operates to enhance sound for anyone wearing a hearing aid or using a transmitter. If you require any further information, please contact Greg Dyke on:



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Website: [www.tauntondeane.gov.uk](http://www.tauntondeane.gov.uk) (Council, Executive, Review Board & Review Panel Agenda, Reports and Minutes are available on the Website)

## **Executive – 22 January 2007**

Present: Councillor Williams (Chairman)  
Councillors Bishop, Mrs Bradley, Cavill, Leighton and Mrs Lewin-Harris

Officers: Mrs P James (Chief Executive), Mr J J Thornberry (Strategic Director),  
Ms J Wishlade (Strategic Director), Mrs D Durham (Democratic  
Services Officer) and Mrs W Sharland (Administrative Officer)

Also Present: County Councillor P Buchanan (Deputy Leader, Somerset County  
Council), Mr A Jones (Chief Executive, Somerset County Council),  
Mr K Rickards (Chief Executive, Sedgemoor District Council) and  
Mr D Bamsey (Sedgemoor District Council).

Also Present: Councillors Beaven, Mrs Biscoe, Bowrah, Miss Cavill, Coles, Croad,  
Davies, Denington, Durdan, Floyd, Govier, Guerrier, Hayward, Henley,  
C Hill, Mrs Marie Hill, Mrs M J Hill, The Mayor (Councillor Hindley),  
House, Lees, Lisgo, Meikle, Morrell, Mullins, Murphy, Paul, Phillips,  
Prior-Sankey, Slattery, Mrs Smith, P Smith, Stone, Stuart-Thorn, Vail,  
Watson and Wedderkopp.

(The meeting commenced at 6 pm.)

### **5. Apologies**

Councillors Clark, Garner and Hall.

### **6. Minutes**

The minutes of the meeting held on 19 December 2006 were taken as read  
and were signed.

### **7. Public Question Time**

Councillor Henley, as a member of the public, stated that in the light of the  
result of the ballot in relation to the Housing Stock Transfer the position of the  
Executive Councillor with responsibility for Housing was crucial. Could it  
therefore be confirmed that Councillor Garner, the appropriate Executive  
Councillor, had recently moved abroad.

Councillor Williams reported that the vote of the tenants had been accepted  
and every effort would be made to minimise its impact on them. Councillor  
Garner had worked overseas before and he would continue his duties as the  
relevant portfolio holder.

## 8. **Declarations of Interest**

Councillors Prior-Sankey and Paul declared personal but not prejudicial interests as members of Somerset County Council. Councillors Govier and Henley declared personal but not prejudicial interest as members of Somerset County Council and Wellington Town Council, and Councillors Mrs Biscoe and Hindley declared personal but not prejudicial interest as members of Wellington Town Council.

## 9. **Response to the White Paper “Strong and Prosperous Communities” on the Proposed Alternatives for Local Government Structure in Somerset**

Reported that the White Paper challenged Local Government on its future delivery and how this could best be achieved. Council, at its meeting on 12 December 2006, had already taken the decision that they opposed the unitary bid for the whole of the County which had been proposed by Somerset County Council. All other Districts had been unanimous in their rejection of the single unitary proposal. There were now two further propositions to meet the White Paper objectives. A two unitary bid, East and West for Somerset and an enhanced partnership approach.

The Chairman reported that the County Council, at its meeting earlier that day, had agreed to submit a bid for unitary status for the whole of the county. County Councillor Paul Buchanan, Deputy Leader of the Council, and Alan Jones, Chief Executive, were present to speak in support of the County Council's bid and to answer any questions in relation to it.

Also present were Kerry Rickards, Chief Executive of Sedgemoor District Council and Doug Bamsey, Sedgemoor District Council, who submitted details of the two unitary bids.

With regard to the enhanced partnership approach option, all the Somerset districts had co-operated on producing a prospectus on how the aims of the White Paper could be achieved by developing a partnership approach. This would build on the excellent partnership working that everyone had been engaged in over the past years. All district Chief Executives and Leaders had been involved in this and had signed up to it as a valid and innovative way forward. It was taking partnership to the next level and whilst it built on what was currently carried out, it was also about a very different approach. The business case for savings made through this approach indicated a similar level of efficiency gains as those produced by the unitary bids. The key advantage was that it could deliver the outcomes required within the White Paper without the disruption of structural change and the reduction in democratic representation.

South Somerset District Council had been leading the work on an East Somerset Unitary Council. This would cover the area currently covered by themselves and Mendip District Council. Whilst they had to declare in their bid what would happen to the rest of the County, they could not put in a bid on behalf of another area. It was understood that, in the East Somerset bid a unitary authority for West Somerset (the areas currently covered by

Sedgemoor District Council, Taunton Deane Borough Council and West Somerset District Council) had been proposed.

Sedgemoor District Council were leading work on developing a view on what a West Somerset unitary authority would look like. This work was still emerging. Taunton Deane had been co-operating with this work to ensure that there was good representation of the issues within Taunton Deane.

The main advantage of this option was that there was less of a democratic deficit than in a single unitary. However, there would also be some partnership projects that this Council were currently in line to deliver that would need to be rethought if this approach was taken and there was therefore some concern about this option.

The final draft of the prospectus for the enhanced partnership was submitted together with the latest draft Executive summary in relation to two unitary councils' bid.

A full detailed discussion ensued on the merits of the various options that were being proposed.

RESOLVED that Council be recommended that the enhanced partnership approach be supported.

(The meeting ended at 7.50 pm.)

## **Executive – 7 February 2007**

Present: Councillor Williams (Chairman)  
Councillors Bishop, Mrs Bradley, Cavill, Clark, Hall, and  
Mrs Lewin-Harris

Officers: Ms S Adam (Strategic Director), Ms J Wishlade (Strategic Director),  
Mr P Carter (Financial Services Manager), Mrs E Collacott (Principal  
Accountant), Mr S Haskell (Housing Accountant), Mr N T Noall (Head  
of Development), Mr H Connery and Ms V Dale (Equalities Co-  
ordinators), Mrs L Wyatt-Jones (Strategic Human Resources  
Consultant), Mr M Western (Head of Housing) Mr A Higton (Overview  
and Scrutiny Officer) and Mr G P Dyke (Democratic Services Manager)

Also Present: Councillors Hayward, House, Henley, Lisgo, Prior-Sankey, Mrs F  
Smith, P Smith and Wedderkopp

(The meeting commenced at 6:15 pm.)

### **10. Apologies**

Councillor Garner.

### **11. Minutes**

The minutes of the meeting held on 10 January 2007 were taken as read and  
were signed.

### **12. Declarations of Interest**

Councillor Mrs Lewin-Harris declared a personal interest in agenda item 5  
“Facilitating the Norton Fitzwarren Dam” as an adjoining landowner and  
because of occasional business dealings with the landowner.

Councillor Hayward declared a personal interest in agenda item 5 as the  
owner of property on land situated on the border of properties affected by  
flooding.

Councillor Prior-Sankey declared an interest in agenda item 5 as a member of  
the Environment Agency Flood Defence Committee and a member of  
Somerset County Council. She also declared a personal interest in agenda  
item 10 “Housing Revenue Account” as the owner of a local authority garage  
and in agenda item 15 “Land at Roughmoor” as a members of Somerset  
County Council and the Environment Agency Flood Defence Committee.

Malcolm Western, Head of Housing declared a prejudicial interest in agenda  
item 13 “Proposals to Refresh the Corporate Management Team”

### **13. Facilitating the Norton Fitzwarren Dam**

Reported that the Taunton Deane Local Plan required that a comprehensive offsite flood alleviation scheme would be provided in order to facilitate the re-development of the former Cider Factory at Norton Fitzwarren.

Submitted reported previously circulated which explained the basis of an agreement between the Environment Agency, the Council and a consortium of developers whereby the consortium would provide and fund an off-site dam to the north of the village together with various works downstream of the dam which would enable the re-development of the Cider Factory site whilst also affording protection to existing properties at risk of flooding.

All costs would be born by the consortium. Subject to the signing of the Agreement it was hoped that the construction of the dam would begin by 1 April 2007. Consideration was given to the detailed terms of the agreement. It was felt to be in everyone's interest that the flood alleviation scheme was provided as soon as possible. The development would mean that the Council would be faced with a reduced affordable housing provision on the Cider Factory development owing to the increased costs associated with the flood alleviation scheme. However it was considered that the benefits of this scheme outweighed the reduction in a number of affordable housing units. Without the scheme no development would be able to take place and therefore there would be no benefit to the local community.

RESOLVED that:

1. the Council enter into an agreement based on the following terms.
  - The consortium commissions and builds the dam and pays for all the design and construction costs.
  - The consortium pays a commuted sum (up to a maximum of £1m) to the Environment Agency for the maintenance of the dam. Any residue to be used for community benefit.
  - The Environment Agency adopts the dam at the end of a three year monitoring period and upgrades the Halse water to a main river (which then falls under their control).
  - The Environment Agency maintains and operates the dam on behalf of the consortium over the three year monitoring period.
  - Taunton Deane Borough Council has the power to intervene under its Land Drainage Act responsibilities to make safe the unfinished dam in the unlikely event of the consortium or contractor not finishing the works (e.g. as a result of insolvency or leaving the site).
  - A bond or other financial mechanism was secured to indemnify the Council against any risk or cost.
  - The Environment Agency agrees to implement the residual works for the protection of existing properties at risk from the 1 in 100 year event (plus 20% allowance or climate change) funded by the consortium. The Environment Agency accepts responsibility for future maintenance.



2. the Head of Development and/or Chief Solicitor be authorised to approve any slight amendments to these terms in consultation with the Executive Members for Environmental Services and Planning Policy and Transportation.

#### 14. **Corporate Equality Scheme**

Reported that the Council were required by legislation to produce a Race Equality Scheme, a Disability Equality Scheme and from April 2007 a Gender Equality Scheme. Rather than produce three separate schemes the Corporate Equality Scheme brought these requirements together in one comprehensive report.

Consultation on the proposed scheme had previously taken place and the Community Leadership Panel had scrutinised the proposed document at its meeting on 6 February 2007. Details of the Panel's views were submitted.

The Corporate Equality Scheme set out how the Council would meet its statutory public duties to promote equality and to eliminate all forms of direct or indirect discrimination.

RESOLVED that the Corporate Equality Scheme and Corporate Equality Action Plan 2007-2010 as submitted be adopted.

#### 15. **Pension Changes and the Implications for Taunton Deane**

As a result of the recently introduced Age Discrimination Legislation the way in which the Council were able to pay redundancy compensation and retirement in the interest of efficiency packages had changed. Details of the implications of this legislation were submitted. Consideration was therefore given to the various options that were now available to the Council and which were detailed in the report.

The Staff side representatives and Unison had been consulted on the changes to the pension scheme and details of their views were taken into consideration. It was noted that UNISON had stated that the draft legislation made provision for the award of added years to continue. Advice had been taken from the Pension Fund Manager on this matter and his view was that this was not the case and that this provision would be discontinued.

RESOLVED that:

1. the option to enhance the redundancy and the retirement in the interest of efficiency packages by applying a multiplier of three to the redundancy lump sum and give staff the choice to augment the additional payment into augmented pensional years be agreed. Following discussions with the Council's Section 151 Officer, it had been confirmed that the proposed multiplier was within the Council's current budgets.

2. the proposed redundancy multiplier for all redundancies and retirements in the Interest of Efficiency which take effect from 1 April 2007 in line with Somerset County Council be implemented.
3. The compensation policy as submitted be agreed and work continue on the preparation of a new retirement policy.

**16. Taunton Unparished Area Precept as Scrutiny Investigation**

At its meeting on 3 August 2006 the Review Board had agreed to set up a Task and Finish Group to look at the current situation regarding to the Special Precept Working Balance and to consider how best this fund could be accessed resulting in equitable distribution across the Taunton unparished area (Minute No 43/2006).

The Task and Finish Review had now been completed and its final report was submitted for consideration. The report had also been considered by the Review Board and it had recommended that the recommendations of the Task and Finish Group be agreed .

RESOLVED that the following structure as proposed by the Task and Finish Group for allocating funds in the future be agreed:-

1. a short bidding process be put in place to deal with requests for money from the precept.
2. a bid pro-forma be developed to enable Councillors in the unparished area or the Executive to formally request funding for community based projects/needs in the unparished area. The information to be included on the pro-forma should require an estimated capital cost and details of any consequential revenue cost as a commuted sum.
3. bids should be considered by an advisory panel comprising five Councillors from the unparished area reflecting the political balance in the unparished area.
4. the Advisory Panel should meet in the first quarter of each financial year and as necessary over the remainder of the year. In order to begin allocating the large balance of the precept a one off bid round should take place in February or March 2007.
5. the final decision on whether to support the recommendations of the Advisory Group be with the Executive Member for Community Leadership and decisions be published in the Weekly Bulletin.
6. the precept should not be used as a first call for schemes that could be funded from other sources.
7. all scheme proposals to include an estimate of the revenue funding needed for the lifetime of the scheme not normally to be more than 20% of the capital cost. This amount will be transferred to the appropriate Taunton Deane Borough Council budget line as a commuted sum.
8. a collection of the precept continue at a level to be determined on a yearly basis by the Council as part of the normal budget setting process and this be used to fund appropriate schemes which fell under the broad headings listed in the report. Any unspent monies be rolled forward to following years.

## 17. **General Fund Revenue Estimates 2007/2008**

Considered report previously circulated regarding the Executives final 2007/2008 budget proposals prior to submission to Council on 20 February 2007 for consideration. The report contained details on:-

- (i) The General Fund Revenue Budget proposals for 2007/2008 including the proposed Council Tax increase and the Prudential Indicators and
- (ii) draft figures on the predicted financial position of the Council for the following four years.

The report had been considered in detail by the Review Board and details of its views were submitted. Consultation on the budget had taken place with the Taunton Chamber of Commerce, Wellington Chamber and Taunton Town Centre Company and an update of their comments was submitted. In addition, detailed consultation on the priorities of the Council had been carried out with the public with the public. All members had been presented with the initial budget pack and the feedback received had been considered as part of the budget setting process.

Details were submitted at the General Fund budget proposals for 2007/2008. The proposals would result in a total Council Tax increase of 2%.

The Council Tax calculation and formal tax setting resolution was to be considered separately. The proposed budget for Taunton Deane would result in a Band D Council Tax of £128.05 an increase of £2.51 (2%) on 2006/2007. This represented an increase of 4.8p per week. The Band D tax payer would therefore receive all the services provided by the Council in 2007/2008 at a cost of £2.46 per week.

It was a requirement for the Council to prepare not only budgets for the following financial year but also to provide indicative figures for the two years after that. The Medium Term Financial Plan provided an indication of the expected budget gap going forward into 2008/2009 and a summary of this position was submitted.

It was noted that these figures had been prepared on the assumption of a 4.5% increase in Council Tax each year including 2008/2009. In addition annual growth of 1% in government support had also been assumed. The figures took into account the ongoing impact of all the Executive budget proposals and the 2007/2008 proposed Council Tax level.

It was expected that despite the work done in recent years to close the budget gap and produce a sustainable revenue budget the increasing cost of staff (pay, pensions etc) and other demands on the Council would mean that there would continue to be a budget gap in future years. A report would be submitted early in the new financial year which would review the Medium Term Financial Plan position. The objective would be to draw up a plan to resolve the ongoing budget gap for the medium term.

The estimated expenses chargeable to the non-parished area of Taunton in 2007/2008 amounted to £27,870 an increase of 2% and this formed part of the total net expenditure of the Council. The precept in 2006/2007 was £27,320.

As part of the Prudential Code for Capital Finance there was a requirement for Council to approve the indicators set out in the report. These included the borrowing limits and details of the various indicators where submitted.

The Council's Section 151 Officer had a duty to comment as part of the budget setting process upon the robustness of the budget and the adequacy of reserves. Shirlene Adam (Strategic Director), the Council's 151 Officer had thoroughly reviewed the procedures outputs and outcomes of the budget setting process and felt that the Council's reserves were adequate and that the budget estimates used in preparing the 2007/2008 budget were sufficiently robust.

RESOLVED that the Council be recommended that the budget for General Fund services for 2007/2008 as outlined in the report be agreed and that

- (a) the transfer of any potential underspend in 2006/2007 back to General Fund reserves be agreed.
- (b) the proposed 2007/2008 budget be an Authority expenditure of £13,245,730 and Special Expenses of £27,870 be agreed in accordance with the Local Government Act 1992.
- (c) the predicted General Fund Reserve balance at 31 March 2007 of £1,442,400 be agreed.
- (d) the Prudential Indicators for 2007/2008 as set out in the report be agreed.
- (e) the revised forecast budget position for 2008/2009 onwards as outlined in the report be noted.

**18. Housing Revenue Account, Revenue Estimates and Rent Levels, Deane Helpline and Deane Building DLO Account 2007/2008**

Submitted report previously circulated which outlined the proposed Housing Revenue Account for 2007/2008. It also included details relating to the new rent level, service charges and other Housing related charges such as garage rents. Finally it provided information on the Deane Helpline Trading Account and the Deane Building DLO Trading Account.

It was explained that following the recent ballot on the future of the Housing stock there was a gap between the funding needed to deliver the Decent Homes Standard to the Council's Housing stock and the funding available of £1.85m per year. Details were submitted of how the service would deliver Decent Homes.

Both the Housing Review Panel and the Review Board had considered the 2007/2008 budget report and details of their views were submitted. The Housing Review Panel had proposed no formal amendments to the report but had asked that Officers sought to mitigate the removal of the grant to Neighbourhood Care of £11,000 by finding further equivalent savings elsewhere in the Housing Revenue Account.

The Review Board had supported this suggestion that the Neighbourhood Care grant be re-instated and had recommended that Officers sought to identify funding within the HRA to support this. Members of the Review Board had also commented on the increased staffing costs within the Deane Helpline and the effect that this had had on the Helpline's working balance.

RESOLVED that Council be recommended that the Housing Revenue Account budget for 2007/2008 be agreed.

#### **19. Capital Programme 2007/2008 Onwards**

Submitted report which detailed the proposed General Fund (GF) and Housing Revenue Account (HRA) capital programmes for the period 2007/2008 to 2010/2011.

For the General Fund, the estimated unallocated resources available were £17,000. The proposed new schemes amounted to £145,000 but were self funding leaving the same £17,000 of unallocated capital resources available for future schemes.

For all Housing schemes, both GF and HRA, the estimated resources available for 2007/2008 amounted to £6593k. The proposed capital programme for 2007/2008 amounted to £6402k. It was noted that it was proposed that the remaining £191,000 be carried forward to support the HRA Decent Homes capital programme into the future.

Details were submitted of the schemes that were currently in the capital programme and those which the Executive proposed to make a priority for the new programme.

Both the Housing Review Panel and the Review Board had considered the draft Housing Capital Programme and had made no formal recommendations.

RESOLVED that Council be recommended that both the General Fund and Housing Revenue Account Capital Programmes be agreed.

#### **20. Council Tax Setting 2007/2008**

Submitted report which made recommendations to the Council on the proposed level of Council Tax for 2007/2008. The Council was required to make an annual determination which set its gross expenditure (including the Housing Revenue Account and balances brought forward) and gross income (also including the Housing Revenue Account and balances brought forward) with the difference as its budget requirement. This determination is set out in the resolution.

The estimated expenses chargeable to the non parished area of Taunton in 2007/2008 amounted to £27,870 and this formed part of the total net expenditure of the Council. Details were also submitted of the parish precepts levied and the appropriate Council Tax at Band D.

The estimated balance on the Council Tax Collection Fund was a deficit of £45,136. Taunton Deane's share of this amounted to £4,830 and this was reflected in the Revenue Estimates.

The Council's budget requirement including parish precepts and non parished special expenses was £13,630,000. This amount was then reduced by the amount notified in respect of the Borough's Revenue Support Grant amounting to £1,172,035 and the Non Domestic Rates Distribution from the pool amounting to £6,983,855.

The net amount having taken the collection fund position into account of £5,478,940 was used to calculate the Council Tax at Band D reflecting the parish precepts by dividing it by the total of the Council Tax base as approved by the Executive in December 2006.

The Council Tax for the Borough (excluding parish precepts and special expenses for the non parished area) was £128.05, an increase of £2.51 (2%) compared to the 2006/2007 Council Tax. The total Council Tax including the County Council and Police and Fire Authority precepts was still subject to confirmation.

RESOLVED that Council be recommended that subject to final determination including the Council Tax for Somerset County Council and the Police and Fire Authorities which was still to be advised.

### Recommendations

(i) That it be noted that at its meeting on 6 December 2006 the Executive calculated the following amounts for the year 2007/08 in accordance with the regulations made under Section 33(5) of the Local Government Finance Act 1992 (as amended):-

(1) 39,786.35 being the amount calculated by the Council, in accordance with regulation 3 of the Local Authorities (Calculation of Council Tax Base) Regulations 1992, as its Council Tax base for the year.

(2)

Ash Priors	74.00	Neroche	246.02
Ashbrittle	88.39	North Curry	717.91
Bathealton	80.85	Norton Fitzwarren	696.58
Bishops Hull	1,079.90	Nynehead	153.26
Bishops Lydeard / Cothelstone	1,919.98	Oake	329.74
Bradford on Tone	278.16	Otterford	166.26

Burrowbridge	203.46	Pitminster	454.24
Cheddon Fitzpaine	643.95	Ruishton / Thornfalcon	620.40
Chipstable	119.73	Sampford Arundel	131.54
Churchstanton	308.21	Staplegrove	711.86
Combe Florey	122.31	Stawley	120.43
Comeytrowe	2,088.55	Stoke St Gregory	384.75
Corfe	130.15	Stoke St Mary	210.55
Creech Michael St	943.89	Taunton	15,914.40
Durston	57.64	Trull	1,022.07
Fitzhead	123.31	Wellington	4,576.12
Halse	143.54	Wellington (Without)	297.40
Hatch Beauchamp	256.79	West Bagborough	157.33
Kingston St Mary	460.80	West Buckland	405.03
Langford Budville	215.56	West Hatch	141.36
Lydeard St Lawrence / Tolland	198.30	West Monkton	1,111.64
Milverton	593.29	Wiveliscombe	1,086.71

being the amounts calculated by the Council, in accordance with regulation 6 of the Regulations, as the amounts of its Council Tax Base for the year for dwellings in those parts of its area to which one or more special items relate.

- (ii) That the following amounts be calculated by the Council for the year 2007/08 in accordance with Sections 32 to 36 of the Local Government Finance Act 1992:-

- (a) £69,913,650 being the aggregate of the amounts which the Council estimates for the items set out in Section 32(2)(a) of the Act.  
(Gross Expenditure including amount required for working balance).

- (b) £55,398,650 being the aggregate of the amounts which the Council estimates for the items set out in Section 32(3)(a) to (c) of the Act. *(Gross Income including reserves to be used to meet Gross Expenditure).*
- (c) £13,630,000 being the amount by which the aggregate at (a) above exceeds the aggregate at (b) above, calculated by the Council in accordance with Section 32(4) of the Act, as its budget requirement for the year.
- d) £8,151,060 being the aggregate of the sums which the Council estimates will be payable for the year into its general fund in respect of redistributed non-domestic rates, revenue support grant, additional grant or SSA reduction grant (increased by the amount of the sums which the Council estimates will be transferred in the year from its Collection Fund to its General Fund in accordance with Section 97(3) of the Local Government Finance Act 1988 (*Council Tax Surplus*) and increased by the amount of any sum which the Council estimates will be transferred from its Collection Fund to its General Fund pursuant to the Collection Fund (Community Charge) directions under Sec. 98(4) of the Local Government Finance Act 1988 made on 7<sup>th</sup> February 1994 (*Community Charge Surplus*).
- (e) £137.71 
$$\frac{(c) - (d)}{1(i)} = \frac{13,630,000 - 8,151,060}{39,786.35}$$
 being the amount calculated at (c) above less the amount at (d) above, all divided by the amount at 1(i) above, calculated by the Council, in accordance with Section 33(1) of the Act, as the basic amount of its council tax for the year. (*Average Council Tax at Band D for Borough Including Parish Precepts and Special Expenses*).
- (f) £384,270 being the aggregate amount of all special items referred to in Section 34(1) of the Act. (*Parish Precepts and Special Expenses*).



(g) £128.05

$$(e) - \frac{(f)}{1(i)} = 137.71 - \frac{384,270}{39,786.35}$$

being the amount at (e) above less the result given by dividing the amount at (f) above by the amount at 9.2.1(a) above, calculated by the Council, in accordance with Section 34(2) of the Act, as the basic amount of its Council Tax for the year for dwellings in those parts of its area to which no special items relate.

*(Council Tax at Band D for Borough Excluding Parish Precepts and Special Expenses).*

(h)

Ash Priors	<b>131.43</b>	Neroche	141.87
Ashbrittle	142.76	North Curry	146.85
Bathealton	135.47	Norton Fitzwarren	151.82
Bishops Hull	142.87	Nynehead	148.60
Bishops Lydeard / Cothelstone	146.42	Oake	140.18
Bradford on Tone	145.11	Otterford	<b>128.05</b>
Burrowbridge	151.15	Pitminster	<b>141.92</b>
Cheddon Fitzpaine	137.37	Ruishton / Thornfalcon	144.17
Chipstable	138.91	Sampford Arundel	161.80
Churchstanton	150.62	Staplegrove	140.83
Combe Florey	142.77	Stawley	139.68
Comeytrowe	137.63	Stoke St Gregory	143.64
Corfe	136.50	Stoke St Mary	140.94
Creech St Michael	143.63	Taunton	129.80
Durston	128.74	Trull	139.79
Fitzhead	148.73	Wellington	<b>144.31</b>
	144.04		143.18

Halse		Wellington (Without)	
Hatch Beauchamp	141.29	West Bagborough	143.94
Kingston St Mary	141.07	West Buckland	148.42
Langford Budville	148.93	West Hatch	142.55
Lydeard St Lawrence / Tolland	138.19	West Monkton	139.29
Milverton	139.01	Wiveliscombe	144.25

being the amounts given by adding to the amount at (g) above, the amounts of the special item or items relating to dwellings in those parts of the Council's area mentioned above divided in each case by the amount at 9.2.1(b) above, calculated by the Council, in accordance with Section 34(3) of the Act, as the basic amounts of its Council Tax for the year for dwellings in those parts of its area to which one or more special items relate.

*(Council Taxes at Band D for Borough, Parish and Special Expenses).*

- (i) See overleaf

Figures in ***bold italics*** represent indicative data only

<b>Valuation Band</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b><i>Ash Priors</i></b>	<b><i>87.62</i></b>	<b><i>102.22</i></b>	<b><i>116.82</i></b>	<b><i>131.43</i></b>	<b><i>160.64</i></b>	<b><i>189.84</i></b>	<b><i>219.05</i></b>	<b><i>262.86</i></b>
Ashbrittle	95.18	111.03	126.90	142.76	174.49	206.21	237.94	285.52
Bathealton	90.32	105.36	120.42	135.47	165.58	195.68	225.79	270.94
Bishops Hull	95.25	111.12	126.99	142.87	174.62	206.37	238.12	285.74
Bishops Lydeard/Cothelstone	97.62	113.88	130.15	146.42	178.96	211.49	244.04	292.84
Bradford on Tone	96.74	112.86	128.98	145.11	177.36	209.60	241.85	290.22
Burrowbridge	100.77	117.56	134.35	151.15	184.74	218.33	251.92	302.30
Cheddon Fitzpaine	91.58	106.84	122.10	137.37	167.90	198.42	228.95	274.74
Chipstable	92.61	108.04	123.47	138.91	169.78	200.65	231.52	277.82
Churchstanton	100.42	117.14	133.88	150.62	184.10	217.56	251.04	301.24
Combe Florey	95.18	111.04	126.90	142.77	174.50	206.22	237.95	285.54
Comeytrowe	91.76	107.04	122.34	137.63	168.22	198.80	229.39	275.26
Corfe	91.00	106.16	121.33	136.50	166.84	197.17	227.50	273.00
Creech St Michael	95.76	111.71	127.67	143.63	175.55	207.46	239.39	287.26
Durston	85.83	100.13	114.43	128.74	157.35	185.96	214.57	257.48
Fitzhead	99.16	115.67	132.20	148.73	181.79	214.83	247.89	297.46
Halse	96.03	112.03	128.03	144.04	176.05	208.06	240.07	288.08
Hatch Beauchamp	94.20	109.89	125.59	141.29	172.69	204.08	235.49	282.58
Kingston St Mary	94.05	109.72	125.39	141.07	172.42	203.77	235.12	282.14
Langford Budville	99.29	115.83	132.38	148.93	182.03	215.12	248.22	297.86
Lydeard St Lawrence/Tolland	92.13	107.48	122.83	138.19	168.90	199.61	230.32	276.38
Milverton	92.68	108.11	123.56	139.01	169.91	200.79	231.69	278.02
Neroche	94.58	110.34	126.10	141.87	173.40	204.92	236.45	283.74
North Curry	97.90	114.21	130.53	146.85	179.49	212.12	244.75	293.70
Norton Fitzwarren	101.22	118.08	134.95	151.82	185.56	219.29	253.04	303.64
Nynehead	99.07	115.57	132.09	148.60	181.63	214.64	247.67	297.20
Oake	93.46	109.02	124.60	140.18	171.34	202.48	233.64	280.36
<b><i>Otterford</i></b>	<b><i>85.37</i></b>	<b><i>99.59</i></b>	<b><i>113.82</i></b>	<b><i>128.05</i></b>	<b><i>156.51</i></b>	<b><i>184.96</i></b>	<b><i>213.42</i></b>	<b><i>256.10</i></b>
<b><i>Pitminster</i></b>	<b><i>94.62</i></b>	<b><i>110.38</i></b>	<b><i>126.15</i></b>	<b><i>141.92</i></b>	<b><i>173.46</i></b>	<b><i>204.99</i></b>	<b><i>236.54</i></b>	<b><i>283.84</i></b>
Ruishton/Thornfalcon	96.12	112.13	128.15	144.17	176.21	208.24	240.29	288.34
Sampford Arundel	107.87	125.84	143.82	161.80	197.76	233.71	269.67	323.60
Staplegrove	93.89	109.53	125.18	140.83	172.13	203.42	234.72	281.66
Stawley	93.12	108.64	124.16	139.68	170.72	201.76	232.80	279.36
Stoke St Gregory	95.76	111.72	127.68	143.64	175.56	207.48	239.40	287.28
Stoke St Mary	93.96	109.62	125.28	140.94	172.26	203.58	234.90	281.88
Trull	93.20	108.72	124.26	139.79	170.86	201.92	232.99	279.58
<b><i>Wellington</i></b>	<b><i>96.21</i></b>	<b><i>112.24</i></b>	<b><i>128.27</i></b>	<b><i>144.31</i></b>	<b><i>176.38</i></b>	<b><i>208.45</i></b>	<b><i>240.52</i></b>	<b><i>288.62</i></b>
Wellington Without	95.46	111.36	127.27	143.18	175.00	206.81	238.64	286.36
West Bagborough	95.96	111.95	127.94	143.94	175.93	207.91	239.90	287.88
West Buckland	98.95	115.43	131.93	148.42	181.41	214.38	247.37	296.84
West Hatch	95.04	110.87	126.71	142.55	174.23	205.90	237.59	285.10
West Monkton	92.86	108.33	123.81	139.29	170.25	201.20	232.15	278.58



## 21. **Proposals to Refresh the Corporate Management of the Council**

Consideration was given to a report which set out details of the drivers for change which would require a refresh of the Council's corporate management structure. The report reflected on the current arrangements and made proposals for the future. These included personnel changes including proposed early retirements/redundancies. A second phase further review of the entire organisation was also proposed.

Proposals were within existing budgets and could in large parts be carried out within the Chief Executives delegated powers. However, elements of the proposals required the agreement of Council and it was also important that the proposal in its entirety was supported by Members.

It was anticipated that the proposed changes would reflect the external and internal drivers which were detailed in the report. The proposals could be met within existing budget levels and after paying back the initial up front cost would return ongoing budget savings of approximately £61,000 per annum to the Council's General Fund. In addition there would be ongoing savings to the Councils Housing Revenue Account which would be detailed in a future report.

The total cost of the proposal was £302,000. The majority of this cost fell in 2006/2007 with the remainder falling in 2007/2008. Savings would start to accrue immediately and would be earmarked for paying back the upfront costs of the General Fund Reserve. This would be fully achieved by 2011/2012 meaning that the proposal had a pay back period of 4.9 years.

It was intended that the proposals would ensure that Corporate Management Team remained fit for future as the Council proceeded through a period of unprecedented change and the local government landscape shifted to reflect the issues arising from the White Paper. The proposals also anticipated appropriate support to elected members during this process.

RESOLVED that:

1. the proposals to refresh Corporate Management Team be agreed.
2. Council be recommended to agree the early retirements and voluntary redundancies contained within the proposal for the posts of (a) Head of Housing (b) Head of Environment and Leisure (c) Head of Development.
3. Council be recommended to agree a Supplementary Estimate of £263,000 from General Fund Reserves. This would be fully paid back to the General Fund Reserve by 2011/2012 and thereafter the Council's General Fund budget would benefit by approximately £61,000 a year.

## 22. **Exclusion of Press and Public**

RESOLVED that the press and public be excluded from the meeting for the following item because of the likelihood that exempt information would

otherwise be disclosed relating to Clause 7 of Schedule 12 (a) of the Local Government Act 1972. The press and public were also excluded from the meeting for part of the above item (Minute 21) because exempt information was disclosed relating to Clause 1 of Schedule 12(a) of the Local Government Act 1972.

### **Land at Roughmoor, Taunton**

Submitted report previously circulated which identified two potential options for mitigating flood risk to the proposed regeneration sites in central Taunton. It was recommended that the initially more costly option be pursued which included the acquisition of land at Roughmoor because this option had a number of important wider benefits and represented best overall value for money.

Consideration was given to the nature and extent of those wider benefits and it was felt that although none of the higher initial costs of the preferred option would be borne by Taunton Deane, the Council and the public would both gain from its benefits.

The Environment Agency had procured a major report into flooding issues and mitigation measures as they affected the town centre regeneration sites in Taunton. This report, one of the most detailed of its kind ever commissioned by the Agency, had been completed last year and had been approved by the Project Taunton Executive Group at its meeting on 16 November 2006.

RESOLVED that:

1. the preferred option (as set out in the report and identified as option 1 (b)) as contained in the Taunton Vision Flood Risk Management Guidance Report dated October 2006 be pursued to address the flooding issues affecting the key regeneration sites in central Taunton.
2. the negotiations to acquire approximately 20 hectares of land at Roughmoor, Taunton be completed as soon as possible. The acquisition to be funded from monies received from the RDA.

(The meeting ended at 9.20 pm.)

# **TAUNTON DEANE BOROUGH COUNCIL**

**EXECUTIVE COMMITTEE**      **February 26<sup>TH</sup> 2007**

## **THE SOMERSET WASTE BOARD ADMINISTERING AUTHORITY**

Report of Strategic Director - Joy Wishlade

This is the responsibility of Executive Councillor D Bradley

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### **1. INTRODUCTION**

Following the agreement of the Executive / Cabinet Committees of each of the Partner Authorities to adopt the Joint Committee, Administering Authority Model for the Somerset Waste Board, the Directors Implementation Group (DIG) at their meeting on 9<sup>th</sup> January agreed a process for the appointment of one of the Partner Authorities to act as Administering Authority on behalf of the Somerset Waste Board.

On 25<sup>th</sup> January DIG unanimously agreed that Somerset County Council should be recommended to become the Administering Authority, and this decision was subsequently endorsed, again unanimously, by The Somerset Chief Executives Group at their meeting on 26<sup>th</sup> January.

The purpose of this report is to seek the views of the Health and Leisure Review Panel and the endorsement of the Executive of the decision to appoint Somerset County Council as the Administering Authority to the Somerset Waste Board. As such it is a generic report that is being submitted to the Executive / Cabinet meetings of all the Partner Authorities during February and March.

### **2. BACKGROUND**

An outline of the role of the Administering Authority is attached as Appendix A to this report.

Somerset County Council and Sedgemoor District Council formally submitted bids to become the Administering Authority. Their submissions were independently evaluated as to their capacity, experience and skills to undertake this role to the satisfaction of the other Partner Authorities and also to minimise any associated risks either to themselves or the partnership as a whole.

All the Partner Authorities have engaged positively and constructively in this process and Section 151 Officers were also involved because of the nature of the financial issues and responsibilities associated with becoming the Administering Authority.

The appointment of the Administering Authority is a major decision and therefore the collective confidence of both DIG and The Somerset Chief Executives Group in both the process and the choice of Somerset County Council to act in this role is particularly important.

The report on the draft Heads of Terms for the Constitution of the Joint Committee and the Inter Authority Agreement together with the appointment of the Administering Authority will formalise the future structure of the Somerset Waste Board.

### **3. RECOMMENDATIONS**

1. That the Executive approves the recommendation of both the Directors Implementation Group, and the Somerset Chief Executives Group to appoint Somerset County Council to act as Administering Authority on behalf of the Somerset Waste Board
2. and agrees that this decision is considered to be in the best business interests of the Somerset Waste Board and the community of Somerset, and will be promoted as a partnership decision, which places responsibility on the Administering Authority to implement the decisions of the Board and not to use this role to promote its own individual interests.

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## **APPENDIX A ; THE ROLE OF THE ADMINISTERING AUTHORITY**

As a starting point a suitable definition of an Administering Authority could be taken as follows; “The Partner Council which agrees to take on the role of accountable and responsible body for (inter alia) the letting of waste management contracts, the holding of all central funds on account of the Joint Committee and the employment of persons on behalf of the Somerset Waste Board (the Joint Committee)”. All costs incurred by the Administering Authority in carrying out this role will be reimbursed by the Partner Authorities.

The constitution agreement would require, as part of the guiding principles, that all Partner Authorities take all reasonable and necessary measures to ensure that the Administering Authority is able to perform its responsibilities (detailed below), including an obligation that they make payments to the Administering Authority of their respective share of the contract payments to third parties in accordance with the provisions of the inter authority agreement; and that they provide to the Administering Authority all notices, requests, or information that may be received from the contractor(s) as soon as reasonably practicable.

The Administering Authority would therefore be authorised to perform its obligations and functions as detailed, and all partners would agree to be bound by and comply with any outcomes of the exercise of such obligations and functions and each partner would indemnify the Administering Authority accordingly (to the intent that the Administering Authority and the Joint Committee shall be jointly and severally liable and or responsible for all such liabilities claims costs and or expenses).

Roles would include;

- Acting on behalf of the Joint Committee in the management and supervision of any contracts concerning waste management, primarily via the Single Client Group; **(A)**
- Responsibility for the payment of the Unitary Charge to the contractor(s) in accordance with the requirements of the principal contract(s); **(R)**
- The collection of each partners’ share of the contract payments to third parties in order to ensure that payment of the contract payments to third parties may be made in accordance with the provisions of the principal contracts; **(R)**
- Perform the role of accounting officer for all central funds held on account of the Joint Committee and to make and provide all appropriate banking and accounting arrangements and services required for the due and proper receipt holding and application of such funds; **(R)**

- Holding capital assets on behalf of the partner authorities; **(R)**
- Subject to indemnities act as the employing authority for any staff engaged in the discharge of the Joint Committee's functions (appointing, employing, or accepting the secondment of staff); **(R)** **NB The Managing Director of the Single Client Group would be responsible for identifying the type and numbers of staff necessary for carrying out the functions of the Single Client Group and selection of individual members of staff**
- To be the legal point of contact with the suppliers for all procurements undertaken by the Joint Committee; **(R)**
- Providing such additional administrative resources and office facilities that may reasonably be necessary to enable the new Single Client Group and the Joint Committee to discharge their respective roles duties and functions; **(A)**
- Carry out any functions delegated to it under the principal contracts; **(A)**
- Ensure that where any information is received from or requested by the contractor, the dissemination, collation and provision of information is effected within a timescale which is compatible with any time provisions detailed in the principal contract(s) and in any event as soon as reasonably practicable. **(A)**
- Refer any requests from the contractor(s) for a consent or approval to appropriate officers, the Joint Committee or Managing Director as appropriate and then communicate any decision back to the contractor. Such communications would need to be within a timescale which is compatible with any time provisions detailed in the Principal Contract(s) and in any event as soon as reasonably practicable. **(A)**
- Provide Senior Officers who will act as Secretary, Monitoring Officer and Treasurer (who would also be the Section 151 Officer) to the Joint Committee and who will therefore act as the primary legal and financial advisers to the Committee. (NB. These functions could be shared between the other partner authorities, but clearly there is a logical argument that would suggest that these officers are attached to the Administering Authority.) **(R)**

( Where **(A)** indicates is "accountable for" and **(R)** indicates is directly "responsible for". )

It is proposed that the auditing of the roles and activities of the Administering Authority (in addition to the Joint Committee and the Single Client Group) should be carried out by the Somerset Audit Partnership.

It is likely (but not an absolute requirement) that for the purpose of carrying out its functions and the administration of the Joint Committee the standing orders of the Administering Authority shall take precedence over the standing orders of the other partner authorities. Notwithstanding the generality of this statement each partner authority shall be entitled at any time to utilise their respective particular Overview and Scrutiny procedures, and this will be highlighted in the constitutional agreement and the Joint Committee and the Managing Director of the Single Client group will be required to fully co-operate.

It is also appropriate to identify situations in which the appointment of the Administering Authority could be terminated eg;

- Any substantial and persistent breach of the terms of any constitutional agreement by the Administering Authority, or
- Substantial or persistent failure on the part of the Administering Authority to redress performance of the duties of the Administering Authority which don't comply with the requirements or standards set by any agreement, or

Gross misconduct on the part of the Administering Authority which is contrary to proper Local Government practice or Local Government law.

## **TAUNTON DEANE BOROUGH COUNCIL**

**EXECUTIVE COMMITTEE      February 26<sup>TH</sup> 2007**

### **THE SOMERSET WASTE BOARD DRAFT HEADS OF TERMS FOR THE CONSTITUTION AND INTER AUTHORITY AGREEMENT**

Report of Strategic Director - Joy Wishlade

This is the responsibility of Executive Councillor D Bradley

---

#### **1. INTRODUCTION**

The Somerset Waste Partnership (SWP), (which consists of the five District Councils, acting as the waste collection authorities and the County Council, as the waste disposal authority) is working towards the creation of a Somerset Waste Board (SWB) which will manage all waste collection and disposal services on behalf of the six authorities. A new single integrated waste collection contract for the whole of Somerset is currently under procurement.

The Executive/Cabinet meetings of each of the Partner Authorities have agreed that in the short term the legal form of the Somerset Waste Board should be a Joint Committee with an Administering Authority and that it then applies to create a Joint Waste Authority using the powers included as an amendment during the 2<sup>nd</sup> Reading debate, of the Local Government and Public Involvement in Health Bill, or existing powers under the Local Government Act 1999.

This report seeks approval of the basic constitutional structure of the SWB. This is shown at Appendix A to this report.

Draft Heads of Terms are also attached at Appendix B to provide Members with an initial overview of how the SWB will be established and operate. Once finalised, these will be used to prepare the necessary constitution and inter-authority agreement that will formalise the role of the Somerset Waste Board and the responsibilities of each of the Partner Authorities.

#### **2. BACKGROUND**

In preparing the draft Heads of Terms that are included in Appendix B to this report, consideration has been given to those constitutional principles for the operation of the Somerset Waste Board that were agreed by each of the Partner Authorities Executive/Cabinet in 2005 and emerging good practice from other authorities across the country that have set up similar Joint Committees.

The constitutional principles that have previously been agreed can be summarised as follows:

- The duration of the SWB will be indefinite and provision will be made for the withdrawal of individual partners, or the winding up of the partnership;
- The partnership will discharge both waste collection and waste disposal functions;
- The SWB will be funded by an agreed budget pooling mechanism;
- Two Members are to be nominated from each constituent authority;
- Each Member will have one vote;
- The chairperson will not have a casting vote;
- Unanimity will be required to change the constitution whilst other matters will be decided by a simple majority vote;
- The SWB will be empowered to make all decisions relating to the provision of waste services in Somerset, but the ratification of the SWB's decisions will be required where there is "a significant impact on budgetary contributions" or on "service design";
- Members of the SWB will act in the interests of the partnership as a whole and not just in the interests of their own authorities.

### **3. DRAFT HEADS OF TERMS, CONSTITUTION AND INTER AUTHORITY AGREEMENT**

The constitution and inter authority agreement will provide a clear and accountable framework within which the Somerset Waste Board, the Administering Authority and Single Client Group (as defined in the draft Heads of Terms in Appendix B) can work together in order that they are able to respond in an effective and co-ordinated way in relation to the development and implementation of an integrated waste management strategy in Somerset.

The Somerset Waste Board will be a legally constituted body and the constitution and inter authority agreement will be legally binding documents. It is therefore important that elected Members understand the importance of these documents, starting with agreement as to the constitutional structure of the SWB. This is detailed in the diagrams at Appendix A attached to this report.

The draft Heads of Terms at Appendix B attached to this report provide Members with an overview of the constitution of the SWB and the roles and responsibilities of the Single Client Group, the Administering Authority and the Partner Authorities. As can be seen they cover a huge range of issues. It should be stressed that these details are by no means complete and further work is required to finalise them. However, they have been included to illustrate the type of issues that will need to be covered in the detailed drafting of the final documents. In respect of the more complex issues such as the Budgetary Arrangements, Scrutiny Arrangements, Inter Authority Agreement (particularly in relation to obligations arising from the principle contracts and the manner in which the Partner Authorities will reach decisions etc.) further detailed Schedules will be attached to the constitution.

The draft Heads of Terms have been considered both by the Legal Sub Group representing all Partner Authorities, and the SWP's external legal advisers, Nabarro Nathanson. They have also been approved by the Directors' Implementation Group.

Following agreement by elected Members the drafting of the documents in detail by both the external legal advisers and the Legal Sub Group will commence, and once completed will be submitted to a subsequent meeting of each Partner Authorities' Executive / Cabinet meeting. This is clearly a particularly important and complex task and needs to be substantially completed in advance of the commencement of negotiations with any nominated preferred bidder that are scheduled to begin in April.

#### **4. FINANCIAL IMPLICATIONS**

There are no financial implications as a direct result of this report. The costs of the necessary external legal advice have already been included in the agreed project budget.

#### **5. LEGAL IMPLICATIONS**

The legal powers to constitute a Joint Committee to be known as the Somerset Waste Board are in 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.

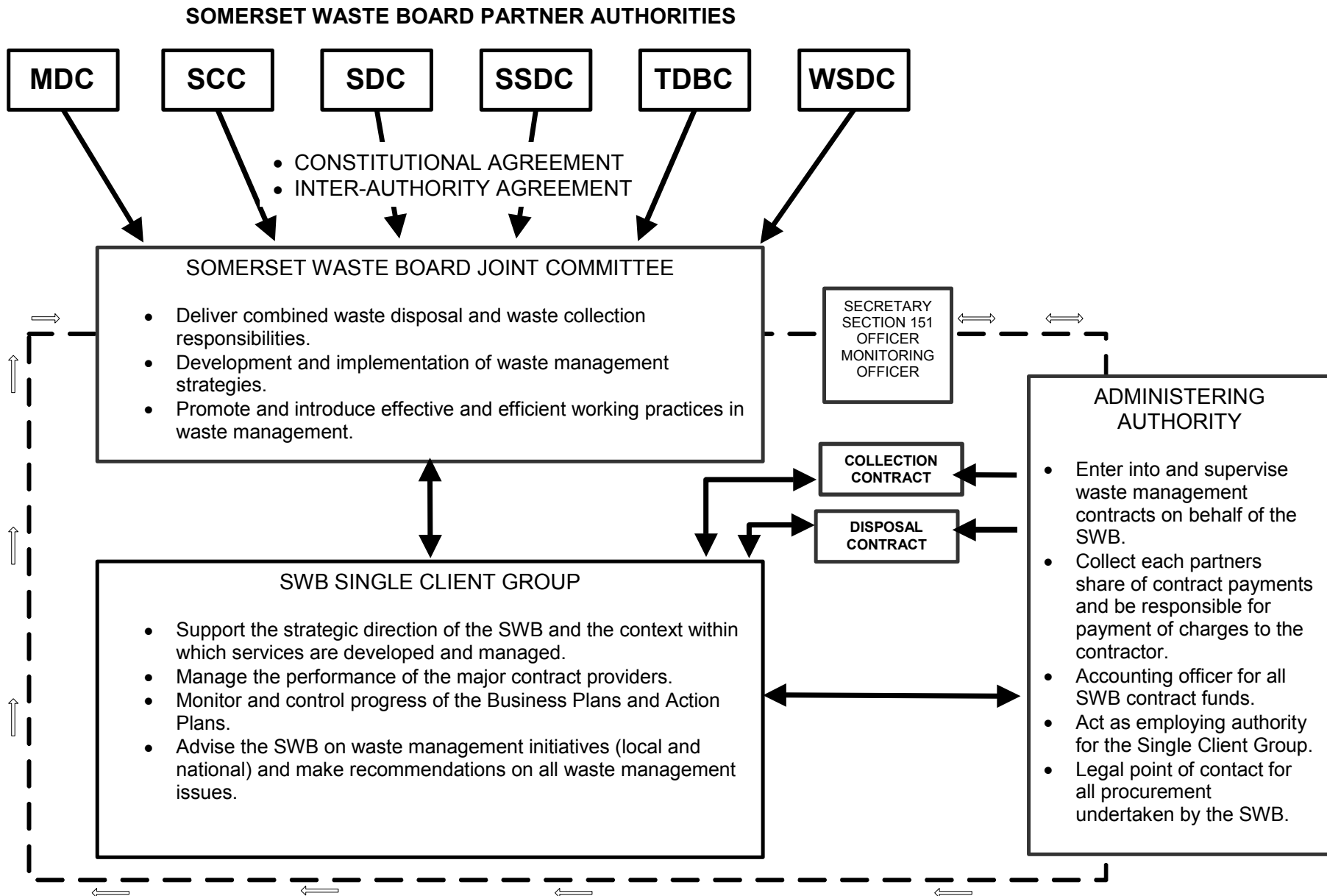
As has been previously mentioned in this report each of the Partner Authorities legal advisers (The Legal Sub Group) will be working in conjunction with the project's external legal advisers Nabarro Nathanson in preparing the detailed constitution and associated inter authority agreement.

#### **6. RECOMMENDATION**

That the Executive approve the proposed constitutional structure of the Somerset Waste Board as detailed in Appendix A and the Heads of Terms as highlighted in Appendix B to this report in order that these can then used to prepare the detailed Constitution and associated Inter Authority Agreement for the Somerset Waste Board.

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## SWB CONSTITUTIONAL STRUCTURE



## APPENDIX B:

### DRAFT HEADS OF TERMS FOR THE CONSTITUTION AND INTER AUTHORITY AGREEMENT – SOMERSET WASTE BOARD

#### RECITALS

To set out the partner authorities' ("**Partner Authorities**") powers to form the joint committee and to enter into the inter-authority agreement and the background to why the authorities are forming SWB to include:

- A The Partner Authorities are waste collection authorities and/or waste disposal authorities with responsibilities and powers in relation to waste under the Environmental Protection Act 1990 and in particular under Sections 45, 51, 75 and 89.
- B The Partner Authorities have decided to form a joint committee (referred to as "**SWB**") as the appropriate framework under Sections 101 and 102 of the Local Government Act 1972 and the Local Authorities (Arrangement for the Discharge of Functions) (England) Regulations 2000 (as amended) made under Section 20 of the Local Government Act 2000, and any other enabling legislation.
- C The Partner Authorities shall enter an inter-authority agreement to formalise their responsibilities and those of SWB.
- D Each of the Partner Authorities wishes to establish a clear and accountable framework for them to work together in delivering their waste disposal and waste collection responsibilities and to promote the economic, environmental and social well-being of their respective areas in order that they are able to respond in a more effective and co-ordinated way in relation to the development and implementation of the waste management strategies and to introduce and promote working arrangements that will be in the best interests of the Council Tax payers of all the Partner Authorities.

#### 1. AIMS AND OBJECTIVES OF THE SWB

- 1.1 Each of the Partner Authorities recognise in particular the need to address central government and European targets for recycling and recovery of waste and the promotion of sustainable development including the use of waste as a resource.
- 1.2 Each of the Partner Authorities, in recognition of the need for delivering best value, promoting financial efficiency and effectiveness, and securing continuous improvement in the provision of waste management services, wish to:
  - 1.2.1 Create a joint authority body in relation to waste management;



- 1.2.2 Develop and deliver long term strategies in respect of the collection and disposal of waste;
- 1.2.3 Consider managing waste from outside Somerset if commensurate benefits accrue;
- 1.2.4 Be recognised as the leading provider of sustainable waste management services in England and Wales;
- 1.2.5 Procure services, facilities, assets and solutions to meet the current and future central government and European targets for recycling and recovery and disposal of waste;
- 1.2.6 Work together in a spirit of mutual trust, support and respect, and to ensure that when difficulties or differences of opinion arise they are addressed quickly, honestly and openly;
- 1.2.7 Share in a fair and equitable manner the costs and work included in achieving these Aims and Objectives;
- 1.2.8 Endeavour to fully engage all stakeholders and to maximise the contributions which each Partner Authority may be able to make; and
- 1.2.9 Provide a forum and mechanisms for ensuring that there is a coherent programme and organisational structure for waste management and for joint working.

## **2. FUNCTIONS TO BE EXERCISED BY SWB ON BEHALF OF THE PARTNER AUTHORITIES**

- 2.1 The functions of the SWB are:
  - 2.1.1 To discharge on behalf of the Partner Authorities their respective statutory responsibilities for waste collection and disposal (a full list of all functions to be included as a Schedule to the constitution);
  - 2.1.2 To let and manage the principal contracts for the delivery of an integrated waste management service across Somerset;
  - 2.1.3 To prepare and implement a rolling Business Plan (and associated Annual Action Plans);
  - 2.1.4 To prepare and review an annual Business plan;
  - 2.1.5 To influence and advise and lobby central government;
  - 2.1.6 To commission research, and associated public opinion surveys etc.

### 3. COMMENCEMENT AND DURATION

The SWB would be established once approved by all of the Partner Authorities on a date to be agreed between the Partner Authorities and would continue indefinitely unless dissolved by the Partner Authorities in accordance with the constitution and inter-authority agreement.

### 4. COMPOSITION OF SWB

- 4.1 Each Partner Authority shall nominate two elected Members (the “**Nominated Members**”) to sit as its representatives on the SWB.
- 4.2 Each Partner Authority shall ensure that [both of] its Nominated Members and any substitute Nominated Member who attends in place of a Nominated Member are members of its Executive.
- 4.3 Each Nominated Member shall have one vote at meetings of the SWB (or any sub-committee).
- 4.4 The SWB chair shall not have a casting vote.

### 5. DEADLOCK PROCEDURE

- 5.1 In the event of an equality of votes the Chair of the meeting shall not, at the first meeting of the Committee where an issue is before the committee for determination, have a second or casting vote if a “Deferral Vote” is cast
- 5.2 Each of the voting members shall, at the meeting of the committee where an issue is before the Committee for the first time, be able to cast a “Deferral Vote” at the time of voting on a particular issue.
- 5.3 The effect of a “Deferral Vote” being cast is that the determination of the issue will automatically be deferred for a period of seven days (or such longer period as maybe determined by the Committee) such period being the “Deferral Period”
- 5.4 During a “Deferral Period” all members of the Committee can discuss the issue informally with each other and they can consult with other members of their own Council.
- 5.5 At the end of the “Deferral Period”, a further meeting of the Committee will be held as an adjourned meeting of the meeting at which the “Deferral Vote” was cast.
- 5.6 The issue will be discussed again and any written views of any of the partner authorities will be given due consideration.
- 5.7 On this second occasion, if there is an equality of votes, the Chair shall have a second or casting vote to ensure that a decision can be made.

## **6. ROLE OF SWB MEMBERS**

6.1 The responsibilities of a Nominated Member shall be as follows:-

- 6.1.1 To act in the interests of the SWB as a whole as well as the interests of their own Councils;
- 6.1.2 To be committed to, and act as a champion for the achievement, of the Aims and Objectives;
- 6.1.3 To be a good ambassador for the SWB;
- 6.1.4 To attend SWB meetings regularly, vote on items of business and make a positive contribution to the achievement of the Aims and Objectives;
- 6.1.5 To remain acquainted with emerging technologies and processes in the area of waste management; and
- 6.1.6 To act as an advocate for the SWB in seeking any necessary approval from their authority to the draft Business Plan and the Annual Action Plan.

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

All Nominated Members shall observe at all times the provisions of the Code of Conduct adopted by their respective nominating Partner Authority.

## **8. LIABILITY OF SWB MEMBERS**

Nominated Members shall have the same responsibilities and liabilities as those that apply when sitting on other committees and bodies as appointed representative on behalf of their nominating Partner Authority.

## **9. MEETINGS OF THE SWB**

9.1 The SWB shall normally meet at least four times a year.

9.2 The SWB shall hold an AGM to:

- 9.2.1 Approve and adopt the business plan (the “**Business Plan**”);
- 9.2.2 Appoint a chair and vice chair (by simple majority vote if a deadlock a process will be included to agree an alternative candidate as chair);
- 9.2.3 Approve the meeting schedule for forthcoming year;

9.3 The quorum for a valid meeting of the SWB shall be six Nominated Members which must consist of at least one Nominated Member from each Partner Authority.

- 9.4 Meetings of the SWB will be open to the public and press except during consideration of items containing confidential or exempt information within the meaning of the Local Government Act 1972.
- 9.5 Minutes of the SWB shall (subject to the provisions of paragraph 9.4 above) be available to the public and press as though they were minutes of a meeting of a Partner Authority.

## 10. **BUSINESS PLAN**

- 10.1 The Board shall consider and agree a five-year (the coming year plus four further years) Rolling Business Plan together with an Annual Action Plan. Both Capital and Revenue Expenditure shall be included. The Plan shall be based on SMART (Specific, Measurable, Achievable, Realistic and Timed) targets with the responsibilities of each Partner Council being clearly identified
- 10.2 The first draft of the Rolling Business Plan shall be prepared by 31<sup>st</sup> July each year at the latest and shall set out in the draft Annual Action Plan for the following full twelve month period commencing on 1<sup>st</sup> April next. The Business Plan should be finalised by no later than 30 November each year.
- 10.3 The Business Plan shall include the budget for each year of the Plan and shall identify the costs and income in the level of detail approved by the Board and the annual contributions of each Partner Council as derived from the methodologies described below. The Business Plan shall be prepared on the basis of the current level of service plus any known service growth and legal or service developments.
- 10.4 The SWP shall identify efficiency savings across the whole SWP budget at the same levels as that required of the Partner Councils.
- 10.5 Any capital expenditure relating to the committee shall be included in the Administering Authority's prudential guidelines.

## 11. **CONTRIBUTIONS TO THE COSTS INCURRED BY THE SWB**

- 11.1 Each Partner's financial contribution, calculated as shown above, shall be paid to the Administering Authority on the dates agreed by the Councils for payment of precepts. These dates shall be confirmed to the Board annually.

*(this to be reviewed after contractor payments are known)*

- 11.2 Partner Councils shall not withhold payments because of any dissatisfaction with SWP contractor performance. Late payments shall be subject to a penalty payment if it can be demonstrated that the Administering Authority has suffered a financial loss arising from the late payment. The penalty payment shall be equal to the financial loss so demonstrated.

- 11.3 The timing of Partner contributions will result in a cash flow surplus that would provide working capital for the SWP. The Administering Authority shall provide banking and cash flow services to the SWP and the above arrangement will result in a cash flow advantage. The financial effect of this shall be passed to the SWP at the end of each financial year by calculating the net cash inflow and paying interest on this amount at a rate agreed by the Section 151 officers annually.
- 11.4 The annual budget shall be drawn up as accurately as possible so that unexpected events during the year shall be minimised and partner contributions can be accurately determined during the annual budget setting process. All surpluses and deficits at the end of each year shall be carried forward to the following year and the Joint Committee shall determine their use.

## **12. DELEGATION ARRANGEMENTS**

- 12.1 The SWB may arrange for any of its functions to be discharged by a sub-committee or by the managing director of the SWB or by officers of the Partner Authorities.
- 12.2 The SWB may appoint working groups of Nominated Members and/or officers to consider specific matters and report back to the SWB or any sub-committee with recommendations.
- 12.3 The SWB may delegate all appropriate functions to the Administering Authority and the Client Group to enable them to carry out their accountabilities and roles

## **13. AMENDMENTS TO THE CONSTITUTION AND INTER-AUTHORITY AGREEMENT**

Any amendment(s) to the constitution of the SWB and/or the inter-authority agreement shall be subject to the unanimous approval of the Partner Authorities.

## **14. SCRUTINY ARRANGEMENTS**

- 14.1 The decisions, actions and activities of the SWB shall be subject to the scrutiny arrangements of each Partner Authority and a detailed mechanism setting out how scrutiny of the SWB's actions will operate shall be included as a schedule to the constitution (the "**Scrutiny Arrangements**").

- 14.2 The Scrutiny Arrangements shall meet the need for proper and effective scrutiny whilst ensuring that the work of the SWB is not unduly delayed or constrained.

## **15. DISPUTE RESOLUTION**

- 15.1 In the event of a dispute which cannot be resolved by the SWB, the matter(s) concerned shall, before any other remedy e.g. arbitration, legal proceedings etc is sought, be referred to a joint meeting of the SWB with the Somerset Leaders and Chief Executives' group.
- 15.2 For the purposes of clause 15.1 above, a "dispute" shall mean a situation where one or more of the Partner Authorities wishes to lodge a fundamental objection to a proposal by the SWB and would have been prepared to exercise a power of veto had this existed.

## **16. CESSATION OF MEMBERSHIP**

- 16.1 Any of the Partner Authorities may withdraw from membership of the SWB by giving twelve months notice in writing to the clerk to the SWB, such notice to expire on 31<sup>st</sup> March in any year.
- 16.2 In the event of a Partner Authority withdrawing from membership of the SWB, then in respect of any contractual obligations or other financial commitments entered into on behalf of the SWB whilst that Partner Authority was a member of the SWB, the Partner Authority concerned shall:-
- 16.2.1 Continue to meet its share of the financial commitment or otherwise meet its part of the contractual obligations until the conclusion of the commitment or obligation as provided for in the contract or other documentation setting out the commitment or obligation
  - 16.2.2 Continue to be responsible for its part of any other liabilities relating to those contractual obligations or financial commitments
  - 16.2.3 Be entitled to receive its fair share of any assets held by or on behalf of the SWB as at the date of their withdrawal from membership but unless the remaining Partner Authorities at their sole discretion decide to "buy-out" and financially compensate the withdrawing Partner Authority in respect of the said assets, only when those assets are realised by the remaining members of the SWB
  - 16.2.4 Meet any employment related costs incurred on behalf of the SWB which result from that/those Partner Authority(ies) decision to withdraw from membership of the SWB

- 16.3 If more than one Partner Authority decides to withdraw from membership of the SWB then the SWB shall consider whether or not the SWB shall continue to operate on behalf of the remaining Partner Authorities and make appropriate recommendations to those Partner Authorities.

## **17. ROLE OF THE ADMINISTERING AUTHORITY**

- 17.1 The Partner Authorities shall agree the appointment of one Partner Authority to act as the Administering Authority of the SWB.
- 17.2 Where the Partner Authority appointed as Administering Authority wishes to retire from the position, it shall serve notice on the other Partner Authorities and a replacement shall be agreed between the Partner Authorities.
- 17.3 The Administering Authority shall:
- 17.3.1 Act on behalf of the SWB in the management and supervision of any contracts concerning waste management, primarily via the single client group;
  - 17.3.2 Assume responsibility for the payment of charges to the contractor(s) in accordance with the provisions of the principal contract(s);
  - 17.3.3 Collect each Partner Authority's share of the contract payments to third parties in order to ensure that payment of the contract payments to third parties may be made in accordance with the provisions of the principal contracts;
  - 17.3.4 Perform the role of accounting officer for all central funds held on account of the SWB and to make and provide all appropriate banking and accounting arrangements and services required for the due and proper receipt holding and application of such funds;
  - 17.3.5 Hold capital assets on behalf of the Partner Authorities;
  - 17.3.6 Subject to indemnities act as the employing authority for any staff engaged in the discharge of the SWB's functions (appointing, employing, or accepting the secondment of staff);
  - 17.3.7 Provide such additional administrative resources and office facilities that may reasonably be necessary to enable the new Single Client Group and the SWB to discharge their respective roles duties and functions;
  - 17.3.8 Carry out any functions delegated to it under the principal contracts;
  - 17.3.9 Be the legal point of contact with the suppliers for all procurements undertaken by the SWB;
  - 17.3.10 Ensure that where any information is received from or requested by the contractor, the dissemination, collation and provision of

information is effected within a timescale which is compatible with any time provisions detailed in the principal contract(s) and in any event as soon as is reasonably practicable; and

- 17.3.11 Refer any requests from the contractor(s) for a consent or approval to appropriate officers, the SWB or managing director as appropriate and then communicate any decision back to the contractor. Such communications would need to be within a timescale which is compatible with any time provisions detailed in the principal contract(s) and in any event as soon as reasonably practicable.
- 17.3.12 Provide senior officers who will act as Secretary, Monitoring Officer, and Treasurer (who would also be S151 Officer) to the Joint Committee and who will therefore act as the primary legal and financial advisors to the Committee.
- 17.3.13 Enter into contracts on behalf of the Joint Committee.
- 17.3.14 Instigate and defend legal proceedings as required.
- 17.3.15 Situations in which the appointment of the Administering Authority could be terminated include: 1. any substantial and persistent breach if the terms of any constitutional agreement by the Administering Authority, or 2. substantial or persistent failure on the part of the Administering Authority to redress performance of the duties of the Administering Authority which do not comply with the requirements or standards set by any Agreement ; or 3. Gross misconduct on the part of the Administering Authority which is contrary to proper Local Government practice or Local Government Law.

## **18. ROLE OF THE SINGLE CLIENT GROUP**

- 18.1 The role of the Single Client Group shall be to:
  - 18.1.1 Monitor and manage the performance of the waste contracts including the performance of the major contract providers;
  - 18.1.2 Prepare reports and recommendations for consideration by the SWB, support the setting of the strategic direction for the SWB and the context within which services are developed and managed;
  - 18.1.3 Monitor and control the progress of the Business Plans and action plans to ensure they continue to fulfil business needs;
  - 18.1.4 Advise the SWB generally on waste management initiatives (both local and national) and the progress in delivering the various objectives of the SWB;



18.1.5 Prepare and make recommendations to SWB on waste management issues involving central government and other external agencies; and

18.1.6 Provide a full assessment of the short, medium and long term financial, resource, service, legal and contractual implications of the waste management service for the SWB, the Administering Authority and each Partner Authority.

## **19. DIRECTORS IMPLEMENTATION GROUP**

Future functions will include:

19.1 To ensure legal and statutory functions of Partner Authorities are being discharged effectively;

19.2 To liaise with the managing director of the Single Client Group as to the implementation of strategic policy.

## **20. CONFIDENTIALITY, DATA PROTECTION AND FREEDOM OF INFORMATION**

Each Partner Authority shall comply with the relevant provisions of the Data Protection Act 1998 and the Freedom of Information Act 2000 (together referred to as the "Information Acts") and Environmental Information Regulations 2004 and shall in connection with their membership of the SWB comply with all requests of the SWB and/or any Partner Authority in connection with their obligation under the Information Acts.

## **ADDITIONAL SCHEDULES**

**BUDGETARY ARRANGEMENTS**

**SCRUTINY ARRANGEMENTS**

**MEETING PROCEDURE RULES**

**INTER AUTHORITY AGREEMENT**

**BUSINESS PLANS**