



# **NORTHAMPTONSHIRE WASTE PARTNERSHIP**

## **MEMORANDUM OF UNDERSTANDING**

Borough Council of Wellingborough

Corby Borough Council

Daventry District Council

East Northamptonshire Council

Kettering Borough Council

Northampton Borough Council

Northamptonshire County Council

South Northamptonshire Council

December 2018

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**NORTHAMPTONSHIRE WASTE MANAGEMENT PARTNERSHIP FOR  
NORTHAMPTONSHIRE**

**MEMORANDUM OF UNDERSTANDING**

**1 PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING**

- 1.1 This Memorandum of Understanding (the "**MoU**") sets out the Partners' (as defined below) agreement for the operation of the Northamptonshire Waste Partnership (the "**Partnership**") and replaces the previous memorandum of understanding signed by the Partners in 2012 relating to the Partnership.
- 1.2 This MoU clarifies and records the responsibilities of the Partners to the MoU individually and collectively, including to each other.

The parties to this MoU (who are also the "**Partners**" of the Partnership) are:

- (a) Borough Council of Wellingborough;
- (b) Corby Borough Council;
- (c) Daventry District Council;
- (d) East Northamptonshire Council
- (e) Northampton Borough Council
- (f) Northamptonshire County Council
- (g) Kettering Borough Council;
- (h) South Northamptonshire Council

**2 CONTEXT**

- 2.1 The Partners recognise that all Local Authorities within Northamptonshire share a responsibility for and a commitment to the effective delivery of a joint and sustainable approach to managing the municipal solid waste arising in Northamptonshire.
- 2.2 The Partners have set up:
- (a) a "**Steering Group**" comprising Directors and senior officers from each Partner; and
  - (b) a "**Waste Focus Group**" comprising technical officers from each Partner.

(c) A “**Recycle For Northamptonshire Group**” comprising recycling officers from each Partner.

(d) As and when required “Task Group” comprising relevant Members or Officers.

Schedule 2 to this MoU sets out an organogram illustrating the role and function of these groups.

2.3 The Partnership has agreed the Terms of Reference / Constitution for the Steering Group (as set out in Schedule 3) and the Waste Focus Group Terms of Reference (as set out in Schedule 4) and such Terms of Reference may be amended from time to time by agreement of the Partnership in accordance with clause 10.

2.4 In 2007, the Northamptonshire Joint Municipal Waste Management Strategy (the “**Strategy**”) was produced. In 2012, the Strategy went through a “light touch” update to take into account legislative and local changes. The Partners have discussed and agreed the Strategy and have adopted it.

2.5 The Partners recognise that:

(a) joint working is the most effective way of achieving the objectives of the Strategy;

(b) continued joint working and collaboration builds on the partnership working to date.

2.6 To implement the Strategy and to facilitate joint working between the Partners, the Partners acknowledge the need for and benefits of closer partnership working and in particular to develop greater integration between the WDA and WCAs. This MoU provides the link in the development of this closer partnership working.

2.7 Nothing contained or implied in this MoU shall prejudice or affect the Partners' rights, powers, discretions, duties and obligations in their functions as local authorities and or in any other capacity. All rights, powers, discretions, duties and obligations of the Partners under all laws may at all times be fully and effectually exercised as if the Partners were not party to this MoU.

### **3 STATUS OF THE MOU AND THE PARTNERSHIP**

3.1 This MoU is intended to be an operational document. It is not a formal or legally binding contract and the Partners expect that its scope will evolve over time. The Partners, individually and collectively, have (by signing this MoU) agreed to use all reasonable endeavours to comply with the terms and spirit of this MoU. They will not be obliged to

undertake participation or expenditure which they have not agreed to as individual Partners except where they each agree to commit funding of a specific amount (one-off or annually) to be pooled, so as to be expended as determined by agreement of the Partnership.

- 3.2 As the Partnership is not a legal entity, it cannot employ staff or enter into contracts in its own right, and will therefore have to act through an agent - normally one of the Partners.
- 3.3 The Partnership has no delegated or Executive Powers. The Partnership cannot (with the exception of deciding expenditure from any pooled budgets referred to in clause 3.1 above) make any recommendations back to individual Partners that are binding on the Partners individually or collectively.

#### **4 PARTNERSHIP PRINCIPLES**

- 4.1 Each of the Partners has shown commitment to the Partnership through their ongoing participation in and support of the Partnership, the Steering Group, the Waste Focus Group and the Recycle For Northamptonshire Group. This reflects an underlying aim for continuing cooperation and a longer term vision to deliver the Partnership's vision jointly to implement the policies set out in the Strategy.
- 4.2 The Partners, individually and collectively, agree the following key principles (the "**Partnership Principles**") to guide the activities of the Partnership:

(a) **Transparency**

All Partners are committed to ensuring the planning, development and implementation of the Strategy is as transparent as possible to all, each other and to the public.

(b) **Consultation**

- (i) All Partners recognise the importance of consultation and the need to consult as widely as possible with all stakeholders in Northamptonshire.
- (ii) All significant new initiatives, contracts and changes in working practices that impact on the way waste services are delivered in Northamptonshire shall be openly discussed between the Partners.

(c) **Co-Operation**

- (i) Actions and decisions to be taken by the Partnership should reflect what is in the best interests of all council taxpayers and the implications for individual

Partners within the geographical area of Northamptonshire and take into account what is fair and equitable for each Partner.

- (ii) The Partners accept the need to work more closely together to provide more effective, efficient and financially viable waste services. The Partnership will explore the development of joint initiatives between all or some of the Partners, with or without third party authorities or private companies on waste minimisation, recycling, recovery, treatment, collection and disposal.
- (iii) The Partners agree collectively to monitor and review the effectiveness of the strategies adopted in Northamptonshire, as well as consider the options for the future delivery of services to meet the aims and objectives of the Strategy.
- (iv) The Partners agree to 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 and to share in a fair and equitable manner (having regard to their statutory responsibilities) the costs and work involved in achieving the Partnership Principles and the Partnership Objectives.
- (v) The Partners recognise the need to take a wider view on waste management in Northamptonshire than that of any individual WCA or WDA if their collective strategy objectives are to be met.
- (vi) The Partners agree that coordinated actions are more likely to achieve the shared strategy of the Partnership.

(d) **Information**

- (i) In recognition of the importance of information and statistics in relation to waste services, the Partners agree to provide and share information necessary to monitor and measure the effectiveness of initiatives.
- (ii) Such information should be collected and presented in an agreed format to enable quick and easy interpretation to the Partners and the public.
- (iii) The Partners agree to ensure that information and statistics provided are accurate, supplied in a timely fashion and produced to high standards of data quality.

(e) **Cost and Benefits Sharing**

To share in a fair and equitable manner the work and costs involved and the economies made, in achieving the Partnership Principles and the Partnership Objectives (defined below). The Partners agree that the Steering Group will usually be the appropriate forum for the discussion of such sharing arrangements. The Steering Group, guided by the Partnership, will develop such sharing arrangements for presentation to the Partnership. It is however agreed that individual Partners will have to agree with any cost, work or economy sharing proposals which are made. The Steering Group will not be able to make these decisions on their behalf.

**5. CODE OF CONDUCT**

5.1 All Members of the NWP Board shall at all times conduct themselves in a reasonable manner when attending meetings or any other function in connection with the NWP Board.

5.2 Members may come into contact with confidential information during the course of their mandate. In such circumstances, Members must never:

a) disclose such information to any third parties; or

b) use the information to the disadvantage or discredit of any of the eight partners of the NWP or anyone else.

5.3 All Members shall agree to abide by this code of conduct and failure to do so will result in the Members referring the matter to the Leaders group for consideration.

**6 OBJECTIVES**

6.1 The Partners agree to work towards achieving the objectives of the Partnership (the "**Partnership Objectives**"). The Partnership Objectives are to:

(a) enable the Partners to work together to deliver the policies and targets identified in the Strategy;

(b) examine the different options for working with other local authorities as appropriate, on waste management;

- (c) develop a long-term vision and influence the long-term planning needs for waste as a resource in Northamptonshire. To ensure the development of the Waste Development Framework contributes to the successful delivery of the Strategy;
- (d) keep the Strategy under review and to monitor its implementation and effectiveness;
- (e) explore all options for the future procurement and delivery of municipal waste collection, recovery, treatment and disposal, including minimisation and reuse. This shall also include the possibility of future joint contracts for refuse collection (including or excluding recyclable materials) and/or waste disposal and including an examination of the opportunities for continued involvement of the existing in-house providers employed by any Partner;
- (f) work with, and support as required, statutory agencies, non-governmental organisations (NGOs), commercial enterprises of all sizes, business, scientific, commercial and voluntary/not for profit organisations and other bodies who are in pursuit of developing, supporting and influencing the future direction of sustainable waste/resource management;
- (g) consider and evaluate, where appropriate, processes to manage waste from commercial and industrial sources from within and outside Northamptonshire if commensurate benefits accrue to Northamptonshire residents and it contributes to their overall environmental, social or economic well being;
- (h) discuss at meeting(s) of the Partnership any plans for any Partner to enter into arrangements relating to waste disposal and/or collection and/or recycling (a Proposal) with:
  - (i) any one or more of the Partners; or
  - (ii) any third party,in order that Partnership can assess, prior to the Proposal being entered into, the effect of such plans on the activities of the Partnership and its members and discuss whether there is scope for greater Partnership involvement in the Proposal;
- (i) work between the Partners on the detailed design and delivery of a waste management solution integrated across the whole county and as existing contracts expire, where practicable, seek to facilitate the letting of new contracts which



harmonise with Strategy arrangements to enable the development of such an integrated solution;

- (j) as a minimum reach and maintain the levels of county-wide recycling and composting performance committed to in the Strategy and to seek to ensure that budgets are made available to maintain this level of performance;
- (k) prior to implementing any significant changes to their collection methodology or systems to discuss with the Steering Group and report to the Partnership the potential impact on the development and implementation of the Strategy;
- (l) in all of its considerations and recommendations be bound by the principles of Best Value and to maximise the opportunities under the power to promote the environmental, social and economic well-being in all matters related to waste/resource management and to support the development of future proposals for inclusion in community strategies.

## **7 MEMBERSHIP AND VOTING**

- 7.1 Each Partner will appoint two elected members and one substitute elected members to serve on the Partnership Board (called "**Partnership Members**"). Whilst appointments may be reviewed annually some strong consistency of membership is encouraged.
- 7.2 Each Partnership Member appointed to represent the Partner at meetings shall have sufficient knowledge and authority on waste matters to contribute effectively to the meetings. This would normally include the member of that Council with Lead Member /Portfolio Holder responsibility (as appropriate to that Council's political structure) for waste issues.
- 7.3 Each Partner shall be entitled to a total of one vote to be cast on behalf of such Partner by its Partnership Member(s) or the substitutes. Determination of Partnership's decisions shall be made by voting. Voting will be carried out in such a manner that each Partner acts freely and independently. This will include ballot voting where necessary. Each of the Partners agrees that its vote shall be cast in a manner consistent with the Partner's policy objectives rather than in accordance with any personal view of the Partnership Member or substitute exercising the right to vote on behalf of the Partner.
- 7.4 The Partnership will endeavour to reach agreement on issues that are voted upon taking all reasonable steps to reach a consensus.
- 7.5 If the Board cannot reach an agreement then the Chair has the casting vote.

## **8 MEETINGS AND CHAIRING**

- 8.1 The Partnership shall meet as a Board and shall elect from its Partnership Members a Chair and a Vice-Chair.
- 8.2 The Chair and Vice-Chair will be from different Partners. They will be elected annually unless agreed otherwise by the Partners.
- 8.3 At least three meetings a year will be held dependent upon issues that arise or decisions that need to be considered.
- 8.4 Meetings are not open to the public but non-members of the Partnership may attend by invitation. Confidential items of business may be considered in private at the end of meetings at the Chairman's discretion.
- 8.5 A special meeting shall be held if called by either the Chair or by at least 50% of the Elected Members from Partner Authorities requesting in writing (to the EO) such a meeting.
- 8.6 The quorum for a meeting shall be four Partners.
- 8.7 The agenda calling the meeting and accompanying reports shall be circulated to all Partnership Members (and their substitutes and to members of the Steering Group) at least ten working days before the meeting. With the agreement of the Chair or in his/her absence the Vice-Chair, agendas and papers may, in respect of an urgent item, be circulated later than ten working days before the meeting but not less than five working days.

## **9 OFFICER SUPPORT GROUP AND NWP EXECUTIVE OFFICER**

- 9.1 The Partners shall, by applying pooled resources, employ (through one of the Partners) a Partnership executive officer (the "**NWP Executive Officer**") to advance the Partnership Principles and Partnership Objectives.
- 9.2 The role and work programme for the NWP Executive Officer will be determined and monitored by the Partners. The NWP Executive Officer will report to the Chair.
- 9.3 The Steering Group together with the NWP Executive Officer shall support the Partnership.
- 9.4 The Steering Group will prepare reports and recommendations for consideration by the Partnership. Officers forming the Steering Group shall be at a senior level and be in a position to represent their individual Authority views on strategic waste issues.

- 9.5 The Officers of each Partner shall be responsible for implementing Partnership's position (once adopted by all Partners).
- 9.6 The Partnership, through the Steering Group, may agree to the setting up of other officer working groups to discuss and take forward any particular issues with particular emphasis on joint working. Alternatively, consultants may be engaged by the Steering Group to take specific projects forward. The funding of such consultants will be achieved via applying pooled resources. Any additional groups or consultants engaged will be accountable to the Partnership through the Steering Group.

## **10.0 ADMINISTRATION :**

- 10.1 The Partner with responsibility for the employment of the NWP Executive Officer shall provide administrative support to the Partnership who shall:
- (a) arrange meetings and circulate agendas and reports;
  - (b) provide a venue for meetings;
  - (c) take minutes;
  - (d) advise the Chair of the meeting as to procedures;
  - (e) manage and co-ordinate to an agreed level the day-to-day administrative activities associated with the Partnership; and
  - (f) ensure that all necessary advice on the general implications of matters under consideration is obtained.

## **11 DURATION**

- 11.1 This agreement will remain in place subject to there being a minimum of six Partners at all times. The terms of this MoU may, however, be varied by agreement of all the Partners.
- 11.2 This MoU shall be reviewed every 12 months by the NWP Executive Officer who shall report its conclusions, should amendments be required, to the Steering Group. This MoU may be reviewed at any other time by agreement with all of the Partners at a meeting of the Partnership Board.
- 11.3 Any Partner may withdraw from the Partnership by giving not less than six months' notice in writing but not before such a proposal has been considered by the Partnership and the withdrawal shall not take effect until the following 31st March.

- 11.4 Any Partner who has given notice to withdraw from Partnership is entitled to attend meetings and take part in projects until the expiry of their notice period. Any Partner withdrawing from the Partnership is not entitled to a share of the NWP reserves on their departure.
- 11.5 Any former Partner may rejoin the Partnership at any time, by putting their intention in writing to the EO, who will immediately inform the Chair. Payment of the annual subscription for the year in which they rejoin will be the same as existing members but on a pro-rata basis, depending on what point in the year the Partner rejoins.

## **12 CONFIDENTIALITY**

- 12.1 Subject to clauses 13.2 and 13.3, the Partners shall keep confidential any information of a commercially sensitive nature obtained by reason of this MoU and shall not disclose such information to any third party or other councils without the consent of all other Partners during or after the period of this MoU. The Partners shall take all reasonable steps as from time to time as shall be necessary to ensure compliance with this clause.
- 12.2 Each of the Partners agrees to comply in a timely manner with all reasonable requests for information from other Partners in connection with the discharge by any Partner of its waste collection and/or disposal function ("**Statutory Function**") where the exercise of such function impacts upon the exercise of the Statutory Function of the requesting Partner.

## **13 INTELLECTUAL PROPERTY RIGHTS**

Subject to the rights of any third parties, the Partners will share equally all data, reports, drawings specifications, designs, inventions or other material produced or acquired including copyright in the course of their joint work. The Partners agree that any proposal by one partner to permit a third party to utilise the documents and materials produced by the Partnership shall be subject to the agreement of all other Partners. Any changes, amendments or updates made to documents and materials, if made under the terms of this MoU, shall be jointly owned by the Partners.

## **14 FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004**

- 14.1 Each of the Partners acknowledges that each of the others is subject to the requirements of the Freedom of Information Act 2000 ("**FoIA**") and the Environmental Information Regulations 2004 ("**EIR**") and each Partner shall where reasonable assist and co-operate with the other Partner (at their own expense) to enable the other Partner to comply with these information disclosure obligations.

- 14.2 Where a Partner receives a request for information under either the FoIA or the EIR in relation to information which it is holding on behalf of any of the other Partner in relation to the Partnership, it shall:
- (a) transfer the request for information to the other Partner as soon as practicable after receipt and in any event within two working days of receiving a request for information;
  - (b) provide the other Partner with a copy of all information in its possession or power in the form that the Partner requires within ten working days (or such longer period as the Partner may specify); and
  - (c) provide all necessary assistance as reasonably requested by the other Authority to enable the Authority to respond to a request for information within the time for compliance set out in the FoIA or the EIR.
- 14.3 Where a Partner receives a request for information under the FoIA or the EIR which relates to the this MoU or the Partnership, it shall inform the other Partners of the request for information as soon as practicable after receipt and in any event at least two working days before disclosure and shall use all reasonable endeavours to consult with the other Partner prior to disclosure and shall consider all representations made by the other Partner in relation to the decision whether or not to disclose the information requested.
- 14.4 The Partners shall be responsible for determining in their absolute discretion whether any information requested under the FoIA or the EIR:
- (a) is exempt from disclosure under the FoIA or the EIR;
  - (b) is to be disclosed in response to a request for information.
- 14.5 Each Partner acknowledges that the other Partners may be obliged under the FoIA or the EIR to disclose information:
- (a) without consulting with the other Partner where it has not been practicable to achieve such consultation; or
  - (b) following consultation with the other Partner and having taken their views into account.

**Schedule 1**

**EXECUTION OF THE MOU**

**SIGNATURES**

This MoU is agreed by the following:

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On behalf of Borough Council of Wellingborough

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On behalf of Corby Borough Council

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On behalf of Daventry District Council

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On behalf of East Northamptonshire Council

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On behalf of Kettering Borough Council

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On behalf of Northampton Borough Council

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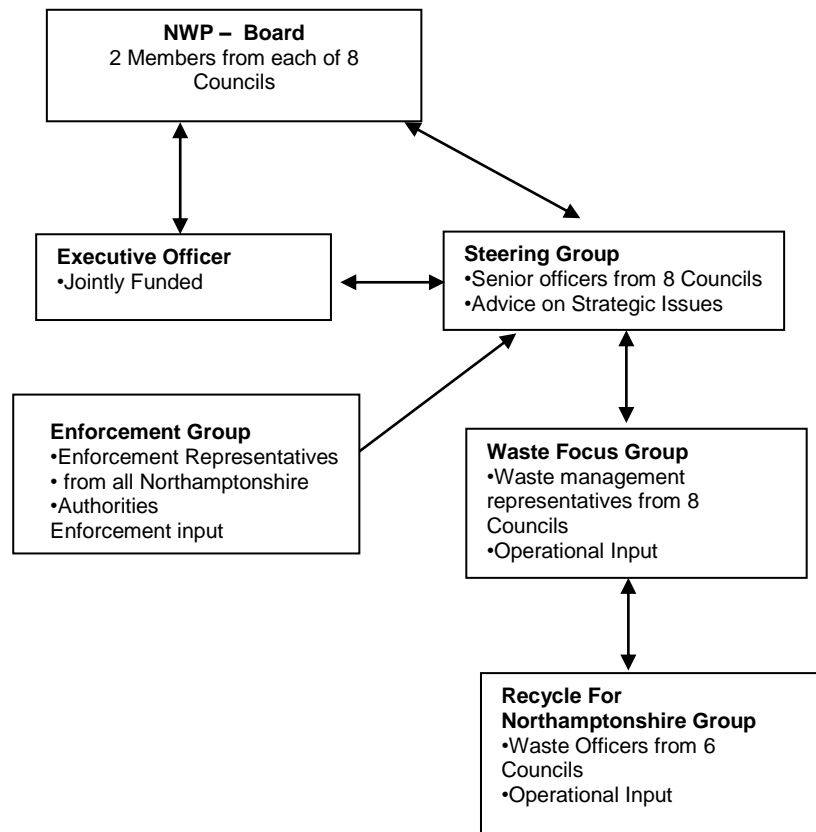
On behalf of Northamptonshire County Council Council

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On behalf of South Northamptonshire Council

## Schedule 2

### Inter-relations within the Northamptonshire Waste Partnership



### **Schedule 3**

## **NORTHAMPTONSHIRE WASTE PARTNERSHIP**

### **TERMS OF REFERENCE / CONSTITUTION OF**

#### **THE STEERING GROUP**

#### **1) AIM**

The principal aim of the Steering Group is to make recommendations to the Northamptonshire Waste Partnership (the "NWP") as to the most efficient and effective way to develop, promote and deliver and monitor the Northamptonshire Joint Municipal Waste Management Strategy (the "Strategy").

#### **2) OBJECTIVES**

In pursuance of the aim set out in Clause 1 (but not otherwise), the Steering Group shall have the following objectives:-

- 2.1 to form an opinion on any submission by the Steering Group Officers ("Officers") regarding their respective projects;
- 2.2 to submit to the NWP any reports or any other form of recommendation as is from time to time appropriate;
- 2.3 to act on any directions or instructions given by the NWP or the Chief Executive group in relation to delivery of the Strategy;
- 2.4 to liaise and give recommendations as appropriate with various groups all with a view to furthering the delivery of the Strategy;
- 2.5 to participate in the recruitment of and make recommendations on the appointment of the Executive Officer and other Officers as appropriate on behalf of the NWP.
- 2.6 to undertake feasibility studies, surveys of opinion or fact, consultations whether private or public, or other activities similar in purpose;
- 2.7 to recommend to the NWP the engagement of such consultants and advisers as are considered appropriate from time to time;
- 2.8 to do anything which may be incidental or conducive to the furtherance of the aim of this constitution; and
- 2.9 to provide such further assistance and support to the NWP as the NWP may from time to time request in connection with the delivery of the NWP's objectives and the Strategy.

#### **3) PARTNERING PRINCIPLES**

- 3.1 The Officers agree to establish and support a partnering relationship between the Officers to facilitate the delivery of the Strategy



- 3.2 The aim of this clause is to identify the high level principles which underpin the workings of the Steering Group and the delivery of the Strategy and to set out key factors for a successful relationship between the Officers.
- 3.3 The Principles:
- 3.3.1 to develop close working relationships between the Officers at all levels;
  - 3.3.2 to recognise each others' needs, constraints, limitations, capabilities, roles and responsibilities to achieve mutually beneficial outcomes;
  - 3.3.3 to identify, by regular meetings, weaknesses and strengths in the relationship between and amongst the Officers and to work together to overcome the weaknesses and to build on the strengths;
  - 3.3.4 to commit to the early recognition and resolution of differences, conflicts and disputes between the Officers in a “no surprise” environment;
  - 3.3.5 to support, defend and promote the partnering relationship and its principles of operation; and
  - 3.3.6 to keep working in openness and trust in a transparent information and data sharing environment.

### **3.4 Problem Resolution**

The Officers agree to adopt and adhere to an agreed and systematic approach to problem resolution which recognises the principles set out above and:

- 3.4.1 seeks resolution without apportioning blame;
- 3.4.2 is based on mutually beneficial outcomes;
- 3.4.3 treats other Officers as equal parties in resolving differences of opinion;
- 3.4.4 contains a mutual acceptance that adversarial attitudes waste time and money; and
- 3.4.5 relies on more and better discussion – with less paperwork and more constructive correspondence.

## **15 MEMBERSHIP**

- 4.1 Membership of the Steering Group is open to the eight (8) partners of the NWP (Borough Council of Wellingborough, Corby Borough Council, Daventry District Council, East Northamptonshire Council, Kettering Borough Council, Northampton Borough Council, Northamptonshire County Council, South Northamptonshire Council);

- 4.2 Each partner of the NWP may nominate one (1) Officer to be a member of the Steering Group.
- 4.3 Each nominated Officer shall be a senior officer responsible for waste management.
- 4.4 Upon the agreement of the Officers, membership of the Steering Group may be extended to:-
  - a) another authority; and/or
  - b) a project director/manager under certain circumstances.

## **16 GENERAL STRUCTURE**

The structure of the Steering Group shall consist of:

- 5.1 Officers - have the right to attend general meeting (and any other meetings of the Steering Group);
- 5.2 Executive Officer – to act as chair of Steering Group general meetings (and any other meetings as necessary); and
- 5.3 any other officer as agreed unanimously by the Officers of the Steering Group from time to time and/or the NWP.

## **17 ESTABLISHMENT AND FUNCTIONS OF THE EXECUTIVE OFFICER**

- 6.1 An Executive Officer's post has been established by the NWP.
- 6.2 The Executive Officer shall:
  - 6.2.1 work closely with the Steering Group, manage the affairs of the NWP in accordance with the Partnership Principles and Objectives, taking into account legislation, delegated powers, standing orders, financial regulations and best practice;
  - 6.2.2 represent and promote the aims of the NWP at all levels within the partner authorities (as well as externally) and develop professional relationships with other local authorities, trade organisations and other representative bodies;
  - 6.2.3 take the lead role within the Steering Group in developing and implementing joint-working initiatives that enable efficient and effective delivery of waste services throughout the county;
  - 6.2.4 act as chair to the Steering Group's general meetings and Special General Meetings;
  - 6.2.5 develop and recommend a business plan and annual action plan for the NWP;

- 6.2.6 help with provision and/or procurement of all necessary advice on the technical, legal and financial implications of matters under consideration; and
- 6.2.7 act as relationship manager for the NWP.
- 6.3 The Executive Officer shall have one vote on any matter.
- 6.4 In the event that the Executive Officer is unable to act as chair of a general meeting or a Special General Meeting of the Steering Group, the Officers shall, acting unanimously, nominate an Interim Executive Officer (for the purpose only of that meeting).
- 6.5 An Interim Executive Officer will not have a right to vote on any matters at a general meeting or Special General Meeting of the Steering Group.

## **18 STEERING GROUP MEETINGS**

- 7.1 The Steering Group shall meet every other month as planned in an annual schedule and otherwise as necessary at locations to be decided from time to time by the Steering Group.
- 7.2 The business to be dealt with at any meeting shall only be those included in the agenda which shall be sent five (5) working days prior to the meeting to all Officers with such supporting papers as are available.
- 7.3 Substitution of a Member for another Member from the same organisation for the purpose of a meeting shall be allowed. The named substitute will attend the meeting and vote as a Member.
- 7.4 Decisions will be made by unanimous agreement of all of the Officers of the Steering Group as far as is possible. In the event that a unanimous decision cannot be reached, decisions will be made by majority rule.
- 7.5 Upon the unanimous agreement of the Officers of the Steering Group, some matters might be excluded from the minutes of the meetings for reasons including, but not limited to, confidential and commercially sensitive matters.
- 7.6 Minutes of the meetings of the Steering Group will be made available to all Officers of the Steering Group, the Waste Focus Group and the Recycle For Northamptonshire Group by circulation. Minutes shall be submitted for approval at the next appropriate general meeting.
- 7.7 Non members of the NWP may attend Steering Group if invited to do so by Steering Group through the EO.

## **19 SPECIAL GENERAL MEETINGS**

- 8.1 A Special General Meeting may be called:
  - 8.1.1 at the discretion of the Steering Group; or

8.1.2 by written request to the Executive Officer.

8.2 Each Officer of the Steering Group shall be entitled to receive at least five (5) working days' notice of a Special General Meeting of the Steering Group. The business of each Special General Meeting shall confine itself to that specified in the particular notice.

8.3 Emergency meetings may be called by the Executive Officer waiving the previous requirements

## **20 FINANCE**

The Steering Group can spend money via the Executive Officer (the amount available is determined by the NWP). The Executive Officer will send a report to justify the expense to the NWP after consultation with the Steering Group

## **21 COMMUNICATION**

All Officers of the Steering Group shall abide by the NWP communication procedure and the NWP Press Protocol.

## **22 DISSOLUTION OF THE GROUP**

The Steering Group can only be dissolved upon the termination or appropriate variation of the NWP Memorandum of Understanding.

## **23 CHANGES TO THE MOU**

12.1 Any alterations or additions to this MOU shall only be made at a general meeting or at a Special General Meeting of the Steering Group called for that purpose.

12.2 Notice of any proposed alterations or amendments to this MOU shall be made in writing to the Executive Officer and must be in the hands of the Officers at least 14 days prior to the date of the general meeting or Special General Meeting.

12.3 Such alterations or additions to this MOU shall only become effective if carried by a majority of two-thirds of the voting Officers present at the meeting.

## **24 VOTING**

13.1 The quorum for all general meetings and Special General Meetings of the Steering Group shall be a minimum of four (4) Officers of the Steering Group and the Executive Officer (or Interim Executive Officer duly nominated in accordance with clause 6.4).

13.2 No general meeting or Special General Meeting of the Steering Group shall take place unless the quorum requirements of clause 13.1 are satisfied.

- 13.2 If a quorum is not present within 15 minutes after the time at which a meeting of the Steering Group was due to commence – or if, during a meeting, a quorum ceases to be present – the meeting shall stand adjourned until such time and place as may be determined by the Executive Officer or Interim Executive Officer chairing the meeting.
- 13.3 If an Officer is unable to attend a meeting of the Steering Group, it may give a notice to all other Officers and the Executive Officer that a proxy is to attend the meeting on the behalf of the Officer (a "Proxy Notice"). Such Proxy Notice must be given to all other Officers and the Executive Officer at least five (5) days before the convening of that meeting.
- 13.4 Only Officers present at a meeting of the Steering Group may vote. Persons who attend meetings of the Steering Group pursuant to a Proxy Notice are entitled to vote.
- 13.5 Only the Executive Officer (not the Interim Executive Officer) may vote on matters at general meetings or Special General Meetings of the Steering Group.
- 13.6 Each Officer shall have one vote only.
- 13.7 Where there is an equal number of votes on a proposed resolution at a general meeting or Special General Meeting, the Executive Officer will have the casting vote.
- 13.8 A resolution put to the vote at a meeting shall be decided on a show of hands.
- 13.9 Only items of business notified in writing to the Executive Officer, 14 days before the general meeting or Special General Meeting may be considered at the meeting, except upon the unanimous agreement of the Officers of the Steering Group.

## **25 INTER-RELATIONS WITH VARIOUS GROUPS**

See Schedule 2 above

## **26 ROLE OF STEERING GROUP DURING PROCUREMENT OF CONTRACTS**

- 15.1 To receive reports and updates from the group charged with the delivery of the project which affect the delivery of the Strategy and/or constitute a qualifying change as defined within the appropriate contract document relating to the project.
- 15.2 To make recommendations by way of report to the NWP following reports regarding the projects.
- 15.3 To assess and make available such resources as are required to negotiate the contracts related to the project.

## **27 CODE OF CONDUCT**

- 16.1 All Officers of the Steering Group shall at all times conduct themselves in a reasonable manner when attending meetings or any other function in connection with the Steering Group.

- 16.2 Officers may come into contact with confidential information during the course of their mandate. In such circumstances, Officers must never:
- 16.2.1 disclose such information to any third parties; or
  - 16.2.2 use the information to the disadvantage or discredit of any of the six partners of the NWP or anyone else.
- 16.3 All Officers shall agree to abide by this code of conduct and failure to do so will result in the Officers referring the matter to the Chief Executive group for consideration.

## **28 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS**

- 17.1 The Officers acknowledge that each partners of the NWP is subject to the requirements of the Freedom of Information Act 2000 (“**FoIA**”) and the Environmental Information Regulations 2004 (“**EIR**”) and each Officer shall where reasonable assist and co-operate with the other Officers (at each partner's own expense) to enable the other partners to comply with these information disclosure obligations.
- 17.2 Where a partner receives a request for information under the FoIA or the EIR which may interest the other partners, it shall inform the Officers of the request for information as soon as practicable after receipt and shall use all reasonable endeavours to consult with the other Officers prior to disclosure and shall consider all representations made by the other Officers in relation to the decision whether or not to disclose the information requested.

## **29 LEGAL PROCEEDINGS**

- 18.1 No Officers of the Steering Group shall bring legal proceedings against the Group other than in the Courts of England. No person who has been an Officer of the Group shall bring legal proceedings against the Group in relation to any matter arising during or out of his membership of the Group other than in the Courts of England.

## Schedule 4

### NORTHAMPTONSHIRE WASTE PARTNERSHIP

#### TERMS OF REFERENCE OF THE WASTE FOCUS GROUP

##### Aim

1. The principal aim of the Waste Focus Group is to develop and facilitate close working relationships between partners at all levels to enable efficient, effective and sustainable delivery of waste services throughout Northamptonshire. In addition the group will ensure that, subject to existing statutory and administrative arrangements, all matters relating to the management of waste in the county are dealt with in a spirit of co-operation and partnership

##### Terms of Reference

2. To take responsibility for and help develop, promote, deliver and monitor the Joint Municipal Waste Management Strategy for Northamptonshire (the 'Strategy') and Action Plan in partnership with the Recycle For Northamptonshire Group .
3. To work towards a cohesive and effective structure for the delivery of waste management services.
4. To co-operate in the achievement of recycling and reduction targets across the county and work towards the implementation of measures to lead to preventing waste.
5. To exchange information relating to waste management operations within the constituent authorities.
6. To share best practice, debate new ideas and recommend to the Waste Steering Group partnership initiatives/projects for the Action Plan and ongoing Work Plan that will contribute to the delivery of the Strategy.
7. To eliminate duplication of effort and expenditure and provide a forum to share expertise, knowledge, best practice, identify opportunities for greater efficiency in service delivery, and deliver cost savings.
8. To contribute to the procurement process of the Waste Disposal Authority for long term waste treatment and disposal options.
9. To ensure all partnership activities and initiatives are communicated with and approved by the officers of the NWP Steering Group prior to commencement
10. To provide such further assistance and support to the Steering Group of the Northamptonshire Waste Partnership as they may from time to time request in connection with the delivery of the partnership objectives and the Strategy

##### Membership:

Membership of the Waste Focus Group is open to the eight partners of the NWP namely the Borough Council of Wellingborough, Corby Borough Council, Daventry District Council, East Northamptonshire Council, Kettering Borough Council, Northampton Borough Council, Northamptonshire County Council and South Northamptonshire Council. Waste Officers, or their

agreed representatives, from the partner authorities will attend the group meetings. Non members of the NWP may attend when invited to do so.

#### Inter-relationships within the Northamptonshire Waste Partnership

See Schedule 2 above.

#### Code of Conduct

All officers of the Waste Focus Group shall at all times conduct themselves in a reasonable manner when attending meetings or any other function in connection with the Waste Focus Group.

Officers may come into contact with confidential information during the course of their mandate. In such circumstances, officers must never disclose such information to any third parties or use the information to the disadvantage or discredit of any of the eight partners of the NWP or anyone else.

All officers shall agree to abide by this code of conduct and failure to do so will result in the officers referring the matter to the NWP Steering Group for consideration.

#### Frequency and recording of meetings:

The Waste Focus Group will meet on a monthly basis, such meetings to be chaired by the Executive Officer of the NWP. Minutes will be produced on a rota basis by the authority that is hosting the meeting.

#### Decision making:

Decisions will be reached by consensus. Where efforts to reach consensus fail, the matter will be referred to the Waste Steering Group for a final decision.



## Schedule 5

### NORTHAMPTONSHIRE WASTE PARTNERSHIP

#### TERMS OF REFERENCE OF THE RECYCLE FOR NORTHAMPTONSHIRE GROUP

##### Aim

11. The principal aim of the RfN Group is to develop and facilitate close working relationships between partners at all levels to enable efficient, effective and sustainable promotion of recycling and waste related services to the public.

##### Terms of Reference

12. To take responsibility for and help develop, promote, deliver and monitor the Joint Municipal Waste Management Strategy for Northamptonshire (the 'Strategy') and Action Plan in partnership with the Waste Focus Group.
13. To work towards a cohesive and effective structure for the promotion and marketing of waste management services.
14. To co-operate in the achievement of recycling and reduction targets across the county and work towards the implementation of measures to lead to preventing waste.
15. To share best practice, debate new ideas and recommend to the Waste Steering Group partnership initiatives/projects for the Action Plan and ongoing Work Plan that will contribute to the delivery of the Strategy.
16. To eliminate duplication of effort and expenditure and provide a forum to share expertise, knowledge, best practice, identify opportunities for greater efficiency in service delivery, and deliver cost savings.
17. To ensure all partnership activities and initiatives are communicated with and approved by the officers of the NWP Steering Group prior to commencement
18. To provide such further assistance and support to the Steering Group of the Northamptonshire Waste Partnership as they may from time to time request in connection with the delivery of the partnership objectives and the Strategy
19. To promote and enhance the RfN website.

##### Membership:

Membership of the RfN Group is open to the eight (8) partners of the NWP namely the Borough Council of Wellingborough, Corby Borough Council, Daventry District Council, East Northamptonshire Council, Kettering Borough Council, Northampton Borough Council, Northamptonshire County Council and South Northamptonshire Council. Waste Officers, or their agreed representatives, from the partner authorities will attend the group meetings. Non members of the NWP may attend when invited to do so.

## Inter-relations within the Northamptonshire Waste Partnership

See Schedule 2 above

### Code of Conduct

All officers of the Waste Focus Group shall at all times conduct themselves in a reasonable manner when attending meetings or any other function in connection with the Waste Focus Group.

Officers may come into contact with confidential information during the course of their mandate. In such circumstances, officers must never disclose such information to any third parties or use the information to the disadvantage or discredit of any of the eight partners of the NWP or anyone else.

All officers shall agree to abide by this code of conduct and failure to do so will result in the officers referring the matter to the NWP Steering Group for consideration.

### Frequency and recording of meetings:

The RfN Group will meet every other month, such meetings to be chaired by the Executive Officer of the NWP. Minutes will be produced on a rota basis by the authority that is hosting the meeting.

### Decision making:

Decisions will be reached by consensus. Where efforts to reach consensus fail, the matter will be referred to the Waste Steering Group for a final decision.

## **Schedule 6**

### **NORTHAMPTONSHIRE WASTE PARTNERSHIP**

#### **TERMS OF REFERENCE OF THE ENFORCEMENT GROUP**

#### **1. Purpose**

1.1 The group's purpose is to co-ordinate an effective approach to enforcement of waste legislation across Northamptonshire with particular emphasis on fly tipping.

#### **2. Membership**

2.1 The Group will consist of representatives from the following Waste/Environmental authorities within Northamptonshire and external partners:

- Corby Borough Council
- Daventry District Council
- East Northamptonshire District Council
- Environment Agency
- Kettering Borough Council
- Northampton Borough Council
- Northamptonshire County Council

- South Northamptonshire District Council
  - Wellingborough Borough Council
- 2.2 The representatives should have sufficient status as to be able to contribute towards influencing the implementation of the groups decisions and recommendations i.e. managers or key experienced enforcement personnel.
- 2.3 The representatives should take steps to cascade information from the group to all their Local Authority.
- 2.4 Representatives from other bodies may be invited as appropriate, but shall not be involved in the decision making process.

### **3. Waste Enforcement Group Functions**

3.1 The primary objective of the group is to co-ordinate the enforcement of waste legislation across Northamptonshire, with the aim of achieving consistency between the 7 authorities in their approach to meeting their statutory and non-statutory functions. In Addition the group should:

- Identify Good practice and encourage consistency and continual improvement
- Aid in the interpretation of relevant legislation
- Provide a forum for discussion, problem sharing and solving
- Co-ordinate responses to consultation processes
- Promote consistency in enforcement and general approach
- Engage with key stakeholders with the aim of reducing the incidents of Fly Tipping

### **4. Operation of the Waste Enforcement Group**

- 4.1 The Chair of the Group will be the County Council Fly Tipping Enforcement Officer based at Trading Standards, Wootton Hall, Mereway, Northampton, NN4 0GB.
- 4.2 Subsequent Meeting dates will be agreed as an agenda item at each group meeting
- 4.3 The group will meet every regularly, to be decided at each meeting.
- 4.4 The Chair must report to the Northamptonshire Waste Partnership. The agreed method of reporting will be by:
- Regular submission of Minutes and agendas
  - Attendance at briefings when requested
- 4.5 The Group agrees the following method of decision making:
- a) The aim must be to reach a consensus to enable general matters to be progressed
  - b) Where a consensus decision cannot be reached then the group must use the referral mechanism outlined in 4.5(d) below.
  - c) Where further guidance or information is required to progress a decision then the matter should be researched by the member submitting the agenda item.
  - d) If the matter still remains unresolved and the issue affects consistency of enforcement, then the matter shall be recorded in the minutes and be referred to the appropriate heads of service for guidance as appropriate.
- 4.6 Every agenda item should indicate who asked for it to be added to the agenda and a copy of any relevant background papers should be supplied directly to the Chair in good time prior to the meeting to allow circulation of the agenda.

- 4.7 Minutes should detail the start and end time of the meeting and should detail who is to take action in respect of each agreed item where necessary.
- 4.8 Any working party or sub group formed by the Waste Enforcement Group must have authority to progress issues in line with tasks assigned. Any recommendations made will be referred to the group for any further discussion if necessary and final endorsement.