

REPORT TO: Environmental Services Portfolio Holder

14 October 2014

LEAD OFFICER: Mike Hill, Director of Health and Environmental Services

NORTHWEST CAMBRIDGE: WASTE & RECYCLING SHARED SERVICES AGREEMENT

Purpose

1. To consider the North West Cambridge Shared Services Agreement (the 'SSA') between South Cambridgeshire District Council and Cambridge City Council for the collection of waste and recycling from the North West Cambridge development.
2. This is not a key decision but has been brought for consideration.

Recommendations

3. It is recommended that the Portfolio Holder:
 - (a) Agrees the SSA (attached as Appendix 'A') between South Cambridgeshire District Council and Cambridge City Council for the collection of waste and recycling from the North West Cambridge development.
 - (b) Delegates authority to sign the SSA on behalf of the council to the Director Health & Environmental Services.

Reasons for Recommendations

4. A condition of the North West Cambridge development S106 Town & Country Planning Act 1990 agreement dated 22nd February 2013 (the S106 agreement) between the University of Cambridge, Cambridge City Council and this council is that both councils should enter into a SSA for the provision of waste and recycling services.
5. Agreement of the SSA will not only satisfy the requirement of the S106 agreement but will also deliver the efficiencies of a single cross border waste and recycling collection service across the North West Cambridge development. This will be in the best interests of both council's, residents and the public purse.

Background

6. The North West Cambridge development is a cross border development straddling the Cambridge City Council and South Cambridgeshire District Council borders.
7. It includes 3,000 homes (50% 'key worker' housing, available for qualifying University and Colleges employees), 2,000 post-graduate student spaces, 100,000 sqm of research space, a local centre and community facilities including a primary school, nursery, doctors' surgery, supermarket and retail units, as well as all of the site-infrastructure and landscaping for the scheme. The development has been designed to be of the highest design quality as well as being an exemplar of sustainable living.

8. Waste and recycling will be collected from over 500 underground bins, each of 5 cubic metre capacity, using a new specially adapted collection vehicle, rather than from over 9000 wheeled bins, which would usually have been provided by the councils across the site. This is the first large-scale scheme for underground bins in the country and represents an innovation in collection schemes for the UK.
9. As part of the RECAP Whole System Approach to waste and recycling services the council and Cambridge City Council have been exploring opportunities for collaborative cross border working in order to provide more cost efficient and effective waste and recycling services to their residents.
10. On 26 November 2013 the portfolio holder agreed a draft Memorandum of Understanding (MoU) (attached as Appendix 5 to the SSA), setting the framework for developing collaborative working between the two council's.
11. The MoU, which was subsequently signed by both councils on 17 September 2014, outlines how the two councils have agreed to work together to explore collaborative working opportunities where such working is in the best interests of their residents and the public purse. It restates the principles of collaboration contained within the RECAP Charter.
12. In relation to cross border developments specifically, it presumes that there should be a single council providing waste and recycling services where it makes operational and financial sense to do so. The service should be operated in all respects as if the development was within that single council's own borders and should, as far as is reasonably possible, be comparable to the waste service currently enjoyed by residents on both sides of the border.

Considerations

13. The MoU envisages that the detailed operational, financial, governance and policy considerations of such collaborative working will be recorded under a separate binding SSA for each collaboration.
14. The underground scheme has been introduced following representation by Cambridge University and is anticipated to potentially cost more to collect from than the alternative wheeled bin scheme. The financial arrangements around the provision of the underground bin scheme itself, and in particular ensuring that the collection costs to either council of the scheme do not exceed the current service costs of their current wheeled bin schemes are covered in the S106 agreement with the University of Cambridge, an extract of which forms Schedule 4 to the SSA.
15. In essence, Cambridge City Council (Ccc) will provide waste and recycling collections on behalf of both councils across the development as specified in Schedule 2 to the SSA. In return this council will pay Ccc the actual operational cost of providing the service to properties within the council's area, less any contribution paid by the University under the terms of the S106 agreement and any income from the value of recycled materials collected, as specified in Schedule 3 (Calculation and Reimbursement of Costs) and informed by Schedule 4 (Extracts from the S106 Agreement) to the SSA.
16. Officers of both councils will liaise regularly to manage the day to day operations of the service and senior officers will meet periodically to review the terms of the SSA and the overall operation of the service.

17. Changes to the service, which are reasonably capable of implementation without excessive cost to either party, and which are not in conflict with the requirements of the S106 agreement, will be made in accordance with current schemes of delegation. Any changes outside this scope will be referred for discussion and decision through the appropriate processes of the council's for decision.
18. The SSA will run for an initial period of seven years with the ability to extend thereafter for any period as may be agreed. The SSA also specifies notice periods in the event of termination by one party and financial safeguards in the event that such notice results in additional costs that would otherwise not have been incurred.
19. The SSA also contains provision for prior notification and agreement of all press and other public announcements relating to the service.

Options

20. The Portfolio Holder as the option to:
 - (a) Agree or not agree the SSA (attached as Appendix 'A') between South Cambridgeshire District Council and Cambridge City Council for the collection of waste and recycling from the North West Cambridge development.
 - (b) Delegate or not delegate authority to the Director Health & Environmental Services to sign the SSA on behalf of the council

Implications

Legal

21. The SSA is a legally binding agreement between South Cambridgeshire District Council and Cambridge City Council Cambridge which sets out the arrangements for the provision of waste and recycling services for the North West Cambridge development.
22. Legal officers from both councils have been fully involved in the drafting of the SSA.

Financial

23. The mechanism for payments to be made by this council to Cambridge City Council for waste and recycling collections from properties on the development within the area of this council are specified in Schedule 3 (Calculation and Reimbursement of Costs) and informed by Schedule 4 (Extracts from the S106 Agreement) to the SSA.
24. The council will pay the net operational costs of collection, which should not exceed the cost of collections of wheeled bins had these been installed across the development rather than the underground bin system.
25. The SSA provides financial safeguards against additional costs in the event that one party unilaterally withdraws from the agreement.

Management and Governance

26. The day to day management and governance of the service makes use of the existing arrangements within each council.

Staffing

27. No staffing implications for this council have been identified at this time.

Risk Management

28. No additional risk management implications other than those outlined in this report have been identified at this time.

Equality and Diversity, Climate Change, Community Safety or other Key Issues

29. No implications other than those outlined in this report have been identified at this time.

Consultation responses (including from the Youth Council)

30. No consultations have been carried out, other than within both councils, at this time.

Effect on Strategic Aims

Aim 1 - We will listen to and engage with residents, parishes and businesses to ensure we deliver first class services and value for money: (A8) Work with RECAP waste partners to reduce council tax costs, carbon impacts and waste sent to landfill

31. The recommendations will contribute directly to the achievement of the council's strategic aim by delivering the efficiencies of cross border collaborative working in waste and recycling services across the North West Cambridge development.

Background Papers

Where [the Local Authorities \(Executive Arrangements\) \(Meetings and Access to Information\) \(England\) Regulations 2012](#) require documents to be open to inspection by members of the public, they must be available for inspection: -

- (a) at all reasonable hours at the offices of South Cambridgeshire District Council;
- (b) on the Council's website; and
- (c) in the case of documents to be available for inspection pursuant to regulation 15, on payment of a reasonable fee required by the Council by the person seeking to inspect the documents at the offices of South Cambridgeshire District Council.

RECAP 'Advanced Partnership Working' Charter, incorporating additional Schedule 2 'Governance Agreement' v: 1.2 – Cabinet Minute 23 (b) 12 September 2013

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