



**Report To:** Environmental Services Portfolio Holder

23 July 2015

**Lead Officer:** Mike Hill, Director, Health & Environmental Services

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## **Single Shared Waste Service Draft Memorandum of Understanding**

### **Purpose**

1. To seek the Environmental Services Portfolio Holder's comments on the Single, Shared Waste Service draft Memorandum of Understanding (MoU) - Appendix 1.
2. This not a key decision.

### **Recommendations**

3. It is recommended that the Environmental Services Portfolio Holder comments on the draft Memorandum of Understanding to help shape development of the final version prior to discussion and agreement with Cambridge City Council.

### **Reasons for Recommendations**

4. In October 2014, SCDC Cabinet delegated authority to implement the creation of the Single, Shared Waste Service and Single Shared Waste Board to the SCDC Director of Health & Environmental Services in consultation with the SCDC Portfolio Holder for Environmental Services and equivalents at Cambridge City Council. Seeking comments on this draft MoU forms part of that consultation and implementation process.

### **Background**

5. In October 2014, SCDC Cabinet and Cambridge City Executive Member agreed to create a "Single Shared Waste Service, wholly owned and run by the local authorities, with a single management structure and workforce, located at the Waterbeach Depot using a single pool of vehicles for Cambridge City and South Cambridgeshire District Council."
6. Much practical work has been undertaken to implement this agreement. To support this work, a draft Memorandum of Understanding (Appendix 1) has been drawn up to set out the principles to which South Cambridgeshire District Council and Cambridge City Council will work in progressing the creation of the Single, Shared Waste Service.

### **Considerations**

7. The purpose of the MoU is to set out the principles which the two Councils will apply in working to implement the Single Shared Waste Service. It is not intended to be legally binding, but to provide high-level guidance and agreement on the approach to this work while a more formal, legal agreement to support the Single Shared Waste Service is drawn-up. Once that legal agreement is signed, then the MoU will become redundant.

8. The MoU draws heavily on the RECAP Waste Partnership guiding principles previously agreed by SCDC Cabinet. These principles have been a very useful reference point in resolving complex partnership issues. The MoU also reflects the principles agreed as part of other shared-service initiatives.
9. While a full legal agreement is being developed to underpin the Single Shared Service, the MoU sets out the principles to support SCDC and Cambridge City Council entering into a joint lease for the Waterbeach Depot, and the development of a detailed budget for the Single, Shared Waste Service for financial years 2016-17 onwards.
10. The intention is to review and refine the MoU principles to ensure they remain suitable and relevant as detailed implementation work progresses and learning is identified. Major amendments to the MoU will be brought back to the Portfolio Holder for comment.

### **Options**

11. The Portfolio Holder is asked to comment on the MoU and in particular, consider
  - (a) Are these the right “principles”?
  - (b) Are there any unintended consequences arising from the MoU?
  - (c) What amendments, additions or changes could be suggested for the MoU?

### **Implications**

12. In the writing of this report, taking into account financial, legal, staffing, risk management, equality and diversity, climate change, community safety and any other key issues, the following implications have been considered: -

#### ***Financial***

13. The MoU will help shape the development of a detailed budget for the Single, Shared Waste Service and associated benefits and cost-sharing mechanisms. The detailed budget will be agreed as part of the SCDC Corporate and Medium Term Financial Planning process.

#### ***Legal***

14. The MoU in itself is not intended to be legally-binding on the two Councils. However, the principles will inform future legal agreements.

#### ***Risk Management***

15. Agreeing an MoU will help reduce, manage and mitigate risks by setting out the principles by which the two Councils will implement the Single, Shared Waste Service.

### **Consultation responses (including from the Youth Council)**

16. Development of this draft MoU has taken place in consultation with waste, finance and legal officers of both SCDC and Cambridge City Council.

### **Effect on Strategic Aims**

#### **Aim 2 – Work with Partners to create opportunities for employment, enterprise, education and world-leading innovation.**

17. Lead the implementation of a single, shared waste service with Cambridge City Council.

## **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.

1. SCDC Cabinet, 16<sup>th</sup> October 2014, Item 9 – Cambridge City & South Cambridgeshire DC Joint Waste Working.

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