

**TO: JOINT WASTE DISPOSAL BOARD
10 JANUARY 2007**

**JOINT WASTE DISPOSAL BOARD - CONSTITUTION
(Director of Corporate Services, Bracknell Forest Borough Council)**

1 PURPOSE OF DECISION

1.1 To advise the Board of it's Constitution.

2 SUPPORTING INFORMATION

2.1 The Board's Constitution is as laid down in the Constitution Agreement signed on behalf of the three councils on 31 October 2006. The details are appended to this report.

2.2 The key points to note are that:

- Each Council will appoint 2 members to the Board whose term of office will be four years.
- This meeting is the annual meeting for the 2006/07 municipal year.
- The annual meeting in subsequent years will be the first meeting held after the 30 June in any year.
- No less than four meetings per annum shall be held (unless the Chairman exercises his discretion to cancel a meeting on the grounds of there being insufficient business).
- A special meeting may be convened at any time on the requisition of the Chairman or at least two members of the Board.
- The Chairman and Vice-Chairman shall not be members of the same Council.
- The Chairman does not have a casting vote in the event of an equality of votes.
- A quorum shall not be present unless 3 members of the Board are present with at least one from each of the three constituent councils.
- The Board may not make any decision which would commit the councils to expenditure of over £100,000 or aggregate expenditure in any financial year exceeding £100,000. Any such decision will be referred to the councils for them to make.

3 IMPACT ASSESSMENT

3.1 There are no implications arising directly from this report.

4 STRATEGIC RISK MANAGEMENT ISSUES

4.1 There are no strategic risk management issues arising from this report.

Background Papers

Constitution Agreement signed on 31 October 2006.

Contact for further information

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Joint Waste Disposal Board - Constitution

EXTRACT FROM THE CONSTITUTION AGREEMENT

3 CONSTITUTION OF THE JOINT WASTE DISPOSAL BOARD

- 3.1 On the date of the coming into force of the Joint Working Agreement there shall be constituted in accordance with arrangements made under Section 101 (5) of the Local Government Act 1972 a joint committee, to be called the Joint Waste Disposal Board (“the Committee”) for the purpose of discharging the functions assigned to it as set out in this Agreement. Each of the Councils will take such action as is necessary to abolish the Committee also known as the Joint Waste Disposal Board as it was constituted immediately before the coming into existence of the Committee
- 3.2 The Committee shall consist of 6 members and each of the Councils shall be entitled to appoint 2 members to the Committee.
- 3.3 A member appointed to the Committee shall hold office for four years and shall be eligible for re-appointment upon the expiry of such term provided that if the member should be removed and replaced by his appointing authority or shall cease to be a member of the Council by which he was appointed then membership shall cease.
- 3.4 If and to the extent of the powers and duties of any of the Councils are or become the responsibility of the Executive of the Council in question (in accordance with Section 13 of the Local Government Act 2000) then the reference in clause 3.1 to Section 101 of the Local Government Act 1972 shall be construed where appropriate as including a reference to Regulation 11 of the Local Authorities Arrangement for the Discharge of Functions) (England) Regulations 2000

4. APPOINTMENT OF CHAIRMAN AND VICE-CHAIRMAN

- 4.1 The Committee shall at their annual meeting in each year appoint a chairman and the chairman shall unless he resigns his office or ceases to be a member of the Committee continue in office until a successor is appointed at the next available meeting. In the event of the Chairman ceasing to be Chairman at any time before an annual meeting the Committee may elect a member of the Committee to be a temporary Chairman to hold office until a Chairman shall have been elected at the annual meeting and for the avoidance of doubt any reference in this Agreement to “the Chairman” shall be deemed to include a reference to any such temporary Chairman
- 4.2 The Committee may at their annual meeting in each year appoint one of their number to be Vice-Chairman and the Vice-Chairman shall unless he resigns his office or ceases to be member of the Committee continue in office until a successor is appointed at the next available meeting. In the event of the Vice-Chairman at any time before an annual meeting the Committee may elect a member of the Committee to be a temporary Vice-Chairman until a Vice-Chairman shall have been elected at the annual meeting and for the avoidance of doubt any reference in this Agreement to “the Vice-Chairman” shall be deemed to include a reference to any such temporary Vice-Chairman
- 4.3 The Chairman and Vice-Chairman shall not be members of the same Council (unless (but only for as long as) the non-availability or unwillingness to serve of any member or members at any relevant time shall prevent this clause from being observed)

4.4 Any power exercisable by the Chairman in accordance with this Agreement shall in the absence of the Chairman or if the Office of Chairman is vacant be exercisable by the Vice-Chairman

5. **MEETINGS OF THE COMMITTEE**

5.1 The first meeting of the Committee shall be the annual meeting for the year then current and thereafter the first meeting held after 30th June in any year shall be the annual meeting.

5.2 At all meetings the Chairman if present shall preside. If the Chairman is not present the Vice-Chairman if present shall preside. If both the Chairman and the Vice-Chairman are absent the meeting may choose a person to preside at that meeting. Any powers exercisable by the Chairman at a meeting of the Committee shall be exercisable by any other person presiding at the meeting in accordance with this clause

5.3 The Committee shall hold ordinary meetings no less than 4 times a year (including the annual meeting) except that:-

5.3.1 the Chairman may in his discretion cancel any ordinary meeting if in his opinion there is insufficient business to be transacted;

5.3.2 a special meeting may be convened at any time on the requisition of the Chairman or at least two members of the Committee

5.4 The standing orders of the Bracknell shall apply to the proceedings of the Committee as they do to meetings of that Council, except that in the event of those standing orders conflicting with the provisions of this Agreement this Agreement shall prevail

5.5 The quorum shall be no less than three representatives which must comprise at least one representative from each of the Councils. In the event that a quorum is not present at any meeting of the Committee within half an hour of its notified commencement time the meeting shall stand adjourned to the same day in the next week and at the same time and place unless the Chairman otherwise agrees.

5.6 If at the adjourned meeting a quorum is not present within half an hour of the time appointed the representatives present (provided that there shall be no less than two) shall have power to decide upon all matters which could properly have been disposed of at the meeting which was adjourned

5.7 Notwithstanding the generality of the foregoing it is expressly agreed that in the event of an equality of votes the Chairman shall not exercise a second or casting vote.

6. **ESTABLISHMENT OF WORKING PARTIES**

6.1 The Committee may appoint working parties as it considers necessary to advise it in the discharge of its functions or to exercise those functions.

7. **FUNCTIONS OF THE COMMITTEE**

7.1 The function of the Committee is to administer the operation of the waste disposal arrangements of the Councils in accordance with the Joint Working Agreement and

in accordance with the Principal Contract (as defined in the Joint Working Agreement and in particular Schedule 4 thereto once the delegations detailed in Schedule 4 have been confirmed by the Committee)

Without prejudice to the generality of the foregoing the Committee will:-

- 7.1.1 subject to the said confirmation by the Committee be responsible for the decisions assigned to it in Schedule 4 of the Joint Working Agreement; and
- 7.1.2 exercise such powers as all of the Councils may from time to time delegate to the Committee with the agreement of the Committee; and
- 7.2 For the avoidance of doubt, it is agreed that the Committee will not be responsible for making decisions on:
 - 7.2.1 change to the policies and targets of the Councils
 - 7.2.2 the determination of the budget of the Councils regarding the Project
- 7.3 The Committee shall not be empowered to acquire land or any interest in land.
- 7.4 The Committee may arrange for work to be carried out directly or on an agency or contract basis by any of the Councils
- 7.5 Where any power exercisable by the Committee or by the Chairman or Vice-Chairman commits or is likely to commit the Councils to expenditure in excess of £100,000 or to result in the aggregate expenditure of the Councils under the Project for the then current financial year exceeding £100,000 then any such decision shall notwithstanding the other provisions of this Constitution be referred to the Councils for the decision to be taken by them. The figure of £100,000 shall be reviewed by the Councils at five yearly intervals the first such review to take place on the fifth anniversary of the review and in respect of each such review the reference in this clause to £100,000 shall be deemed to have been amended by the substitution therefor of the appropriate reviewed figure

8. OFFICERS, STAFF AND ACCOMMODATION

- 8.1 The proper office within Bracknell being the head of democratic services shall be the Clerk to the Committee and the Section 151 Officer of the Administering Authority shall be the Treasurer to the Committee
- 8.2 The Borough Solicitor or otherwise the chief legal advisor of Bracknell shall be the Legal Adviser to the Committee.
- 8.3 The Project Director (herein called "the Project Director") shall be directly responsible to the Committee.
- 8.4 The Committee shall secure the provision of (but not employ) such staff, accommodation and other resources as the Committee shall consider necessary for the discharge of its obligation under this Agreement.

9. COSTS OF THE JOINT COMMITTEE

All costs in connection with the establishment and administration of the Committee shall be borne by the Parties in equal shares.

10. TERMINATION OF THIS AGREEMENT

- 10.1 This Agreement shall be effective for the duration of the Contract Period (as defined in the Project Agreement between the Councils and RE3 Limited of even date hereto) and for such other extended period as the Councils may agree
- 10.2 The Councils agree to review this Agreement for such period and with such modifications as they consider appropriate at any time after the fifth anniversary of its commencement.
- 10.3 The provisions of this Agreement may be amended at any time subject to the agreement of the Councils.

11. INTERPRETATION

- 11.1 In this Agreement any reference to any Act of Parliament or statutory instrument shall be construed as a reference to any Act of Parliament or Statutory Instrument amending the first mentioned Act or Instrument and for the time being in force