

7.5 Non Confidential (emails and some commentary redacted)

MPF Bin Emptying Briefing Paper (intended as a living document to be updated)

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24 May 2020

For many years the MPF bins were emptied by a contractor. Last contract attached as schedule 1. Three times per week in Winter, four in Summer.

In addition, HDC emptied bins on Thursdays for no charge. This was originally only the dog-poo bins however at some stage and seemingly with no one realising, HDC started emptying all of the bins on Thursdays.

The overall history is very long with complaints about overflowing bins and complaints that not all bins were being emptied going back for many years.

By 29 October 2019 arrangements were reportedly in place with HDC to empty the MPF bins twice per week (Mondays and Fridays) from the beginning of November 2019.

Complaints have now been made (18 May 2020) that the MPF bins are overflowing. Hazel Roxby (Deputy Clerk) reports that HDC is emptying them only on Thursdays.

In the meantime, Jack Lee (new street cleaner who is getting plaudits) has indicated that he would be willing to do the MPF bins for less than HDC is charging.

Decisions to date

23 July 2019

Confidential minutes of 23 July 2019 (to be checked) show that we decided to terminate the street cleaning and bin emptying contracts on three months' notice

September 2019

Termination notices had not been given by Clerk as he wanted us to be sure we had the MPF bin emptying covered.

29 October 2019 Minutes

Bin emptying contract—Clerk reported that things have moved on with regards to the bin emptying contract on the MPF with this contract being covered starting next week by Horsham DC. Cost comparison –Five months with previous contractor doing the job –Three times per week = £48.75 x 22 = £1072.50 against HDC two visits per week £64.74 x 22 =£1474.28

Cost difference –approx. £400 over the 5-month period

28 January 2020

A/19/72.2 Clerk to arrange meeting with HDC Rep regarding Street Cleaning and Bin Contracts—Actioned

18 May 2020

Complaints of overflowing bins on MPF. Deputy Clerk states that HDC are emptying only once per week. Thursdays

23 May 2020

Jack Lee our new street cleaner stepped in over the bank holiday period and emptied the bins on Saturday evening at a price less than HDC

Schedule 1 – Previous bin emptying tender document (2017 to 2020)

Steypning Parish Council

Contract Two – Steypning Memorial Playing Field Litter Bin Emptying (1st April 2017 – 31st March 2020)

1. GENERAL

This specification defines the litter bin emptying to be undertaken on behalf of Steypning Parish Council (SPC), in the Memorial Playing Field in Steypning.

2. MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary equipment, plant, machinery and consumables as required to perform the contract at their own cost.

All equipment shall meet current Health and Safety, Road Traffic and Environmental Health requirements.

3. SCHEDULE OF BINS TO BE EMPTIED

All 12 litter bins on the Memorial Playing Field and the Remembrance Garden shall be emptied 3 times a week in Winter (if possible on Mondays, Wednesdays and Saturdays but with flexibility on days in bad weather) and 4 times per week in summer (Mondays, Wednesdays, Fridays and Saturdays).

Winter is defined as when the clocks are on Greenwich Mean Time and summer is defined as when the clocks are on British Summer Time. If the surface of the Memorial Playing Field is water-logged and cannot be driven upon without damage being caused to the surface, then the bins should be emptied using a wheelbarrow or similar.

All rubbish collected from all bins shall be deposited in the Trade Waste bin located in the Memorial Playing Field. Bin liners to be replaced on each occasion.

All litter bins should be emptied according to schedule even if they are only partly full, and any rubbish which has been placed upon or fallen around a full bin should also be removed.

4. CONTRACT PERIOD

The contract shall run from 1st April 2017 to 31st March 2020.

5. PERFORMANCE MONITORING

The standard of work will be regularly monitored by the Parish Council to ensure the contract specification is adhered to. The Parish Council reserve the right to request bins to

be revisited if work is deemed not to have been undertaken to the required standard, or at the council's sole option to make deduction from the invoice sum in respect of such work.

It is the responsibility of the Contractor to inform the Clerk or Deputy Clerk if for any reason they have not been able to fulfil any part of the specification.

6. COMMUNICATION

The Contractor shall only accept instruction concerning the contract from the Parish Clerk or the Deputy Clerk. In the absence of either Clerk the responsibility will be delegated to the Chair, or Vice-Chair of the Parish Council.

7. TERMS OF PAYMENT

The Contractor shall submit monthly invoices to include any additional chargeable works at the agreed hourly rate that have been authorised by the Clerk or Deputy Clerk.

The terms of payment shall be 30 days from receipt of invoice. The Parish Council reserves the right to withhold payment to the contractor in the event of any dispute concerning service delivery.

The price quoted on the Tender Form of the Contractor shall be fixed for the first 12 months. Thereafter further years of the contract term shall be subject to increase in line with the Consumer Price Index (CPI).

8. TERMINATION OF CONTRACT

The contract shall be subject to termination by either side, giving 3 months' notice in writing, after the first 3 month period has expired. Neither party shall be required to give a reason for such termination and no liabilities nor damages shall apply.

9. TRANSPARENCY

In accordance with the Local Government Transparency Code and SPC's Publication Scheme, data concerning this contract may at SPC's absolute discretion be uploaded to its website or otherwise published or brought into the public domain.