

**Forest Heath District Council
St Edmundsbury Borough Council**

**WEST SUFFOLK WASTE
AND STREET SCENE
SERVICES JOINT
COMMITTEE**

12 June 2009

**REPORT NO
A33**

**Report of the Strategic Director (Services) (FHDC)
and the Corporate Director (Environment) (SEBC)**

**UPDATE ON THE JOINT CONTRACT FOR HAZARDOUS WASTE COLLECTION AND
DISPOSAL**

Synopsis:

The purpose of this report is to update members on the development of a new joint contract for the collection, re-use/treatment and safe disposal of household hazardous waste and to seek authority for the County Council to act as Contracting Authority on behalf of the Suffolk Waste Partnership (SWP).

Commentary:

Background

- 1 Under the Environmental Protection Act 1990, local authorities have a duty to collect household waste presented to them. This includes certain 'hazardous' wastes, which due to their nature, are unable to be placed in the wheeled bin such as paints, pesticides etc. For these wastes, alternative collection arrangements are required but the Council can charge residents directly for the service.
- 2 At present, Forest Heath District Council provides all residents with a non-chargeable doorstep collection service for hazardous waste items, arranged by SCC using their household hazardous waste disposal contractor. Since April 2008 St Edmundsbury Borough Council has provided residents with a doorstep collection service for hazardous waste items for which a sliding charge is made depending upon the quantity of items to be collected.
- 3 It is the duty of Suffolk County Council (SCC), as the Waste Disposal Authority, to arrange for the disposal of household waste. They currently contract the collection and disposal of household hazardous waste on behalf of the SWP. The present contract term is four years and was due to come to an end on 11 May 2009. A three month extension has been agreed with the present contractor (Enviroco) under the existing terms and conditions to allow time to update the service specification and undertake a procurement exercise.

Current Service Specification

- 4 Under the current SCC contract, the contractor undertakes doorstep collections of hazardous waste at the request of the District/Borough Council. Other collection and disposal services provided through the contract include:
- accumulated hazardous waste (e.g. fly-tipping) from Council depots;
 - hazardous waste arising from spillages and other emergency/urgent incidents;
 - hazardous waste from local authority premises such as Council Offices, country parks, schools and charitable organisations;
 - Hazardous waste from commercial premises; and
 - Paint from Household Waste Recycling Centres (although to date this provision has only been used for a paint bank trial at Foxhall HWRC).
- 5 The number of doorstep collections undertaken in each of the last three years is shown in the table below.

Quantity of Hazardous Waste Doorstep Collections Undertaken through the Joint Contract Agreement			
	2006/2007	2007/2008	2008/2009
Forest Heath DC (contractor)	58	60	54
St Edmundsbury BC (contractor)	686	528	40*
St Edmundsbury DC (in-house service)	-	-	87
TOTAL	744	588	181

* Introduction of chargeable in-house collection service

Development of the Future Joint Contract

- 6 Discussion and consultation has been undertaken with each District/Borough Council to identify future service needs in respect of hazardous waste collection services.
- 7 Based on these discussions SCC are proposing to tender for the provision of collection, re-use, recycling, treatment and/or safe disposal services for hazardous waste over a period of two years, with the option to extend the arrangement by a further two years. The contract will run for a minimum period from August 2009 to July 2011.
- 8 All district/borough councils have indicated a wish to remain part of the joint contractual arrangement with varying degrees. The table below summarises the collection service requirements for FHDC and SEBC.

	Doorstep Collection		Bulk Collection from Depot	
	Scheduled doorstep collections	One-off doorstep collections of unidentified hazardous wastes based on a day works rate*	Accumulations of hazardous waste from an in-house doorstep collection service and normal street cleansing activities	Accumulations of hazardous waste from street cleansing activities only.
FHDC	√			√
SEBC		√	√	

* To be used should the need arise, by the WCA's making their own arrangements for doorstep collections.

Detailed Service Requirements

- 9 The requested service will require that SEBC will continue to operate its own in-house doorstep collection service and utilise the proposed joint contract for bulk depot collections and onward treatment and disposal of the hazardous waste collected. This will also include:-
- bulk collections from the Council's depots of hazardous waste items which may arise from normal street cleansing activities e.g. fly-tipping; and
 - 'special collection' of unidentified hazardous wastes from households, based upon a schedule of rates charge.
- 10 FHDC will require the new contractor to carry out the following collections:-
- doorstep collections from households within the district, as directed; and
 - bulk collections from the Council's depots of hazardous waste items which may arise as a result of normal street cleansing operations e.g. fly-tipping
- 11 However, the SCC contract will allow future flexibility for FHDC doorstep collections to be undertaken outside of the hazardous waste contract, subject to the development of the partnership and/or upgraded waste storage facilities at the new operational depot. Within the life of the contract FHDC will also explore the introduction of a sliding scale of charges levied on the householder depending upon the quantity of items to be collected and will also explore joint service delivery with SEBC.

Finance/Budget/Resource Implications

- 12 The future budget implications are unknown until the contract has been tendered.

Environmental Impact and Sustainability

- 13 The aim of the Joint Contract for Hazardous Waste Collection and Disposal is to offer households across Suffolk an accessible service for the disposal of their hazardous waste. The adoption of this contract will ensure we provide Suffolk residents with a value for money service for the disposal of what is a small but often onerous waste stream, which if disposed of incorrectly, can have a damaging effect upon the local environment.

Policy Compliance/Power

- 14 At this stage, there is no impact on the both Councils' policies for the collection of household hazardous waste.

Performance Management Implications

- 15 Specific performance management requirements have been built into the contract specification requiring the contractor to provide Councils with the following information on a monthly basis:-
- The quantity in kilograms of each category of waste collected and the source of waste i.e. by WCA area;
 - The quantity in kilograms of waste going to each authorised processing/disposal point;
 - An analysis of collection response rate;
 - An exception report showing collections not completed with an explanation as to why they were not completed.

Legal Implications

- 16 All legal implications of the joint contract for hazardous waste collection and disposal will be managed by SCC as delegated authority for the Suffolk Waste Partnership.

Human Rights Act and Diversity Implications

- 17 There are no human rights and diversity implications from the procurement of a new contract for the collection and disposal of hazardous waste. Collections within SEBC and FHDC will continue to operate in the same way as before and will be offered to all residents equally.

Cross Cutting Implications

- 18 There are no cross cutting implications of the initial tender for a new joint contract. However, there may be opportunities in the future to explore joint service delivery within the partnership.

Risk Assessment

- 19 The risks of not entering into the joint contract for the collection and disposal of hazardous waste are as follows:-
- Both authorities will have to procure their own hazardous waste collection service for the collection of household hazardous waste;
 - There may be disruption to the provision of the current service while a separate procurement exercise is carried out.

Council Priorities

- 20 The adoption of a joint hazardous waste collection contract will contribute to the following council priorities:

Forest Heath:

- Street scene and environment

St Edmundsbury:

- Secure a sustainable and attractive environment
- Improve the safety and wellbeing of the community

Recommendations:

It is recommended that Members:

- 1 Note the work undertaken to develop a joint service contract for the collection, recycling, re-use, treatment and/or disposal of hazardous waste;**
- 2 Approve the procurement exercise with Suffolk County Council acting as contracting authority on behalf of the Suffolk Waste Partnership; and**
- 3 Delegate authority to Suffolk County Council to tender for a joint service contract for the collection, recycling, re-use, treatment and/or disposal of hazardous waste.**

Documents Attached

None

Background Papers

None

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