



Environment Policy Advisory Group

Thursday, 7 June 2018 at 6.00 pm

Room 6, Capswood, Oxford Road, Denham

A G E N D A

This Policy Advisory Group meeting is not open to the public

Item

1. Evacuation Procedure
2. Apologies for Absence
3. Minutes (*Pages 3 - 4*)

To approve the minutes of the Environment PAG held on 31 January 2018.

4. Declarations of Interest
5. Reports from Members
6. Current Issues

The Portfolio Holder and Head of Service to update Members on Part 1 current issues relating to the PAG and to receive feedback from Members, if any.

7. Recycling and Food Waste Presentation

A presentation on recycling and food waste initiatives.

8. Solar Powered Bins (*Pages 5 - 12*)

9. Waste Contract - Joint Working (*Pages 13 - 16*)

Appendix 1: Inter District Authority Agreement (IDAA) (Pages 17 - 20)

10. Weed Spraying Update (*Verbal Report*)

11. Exempt Information

To resolve that under Section 100(A)(4) of the Local Government Act 1972 the following item(s) of business is not for publication to the press or public on the grounds that it involves the likely disclosure of exempt information as defined in Part 1 of Schedule 12A to the Act.

Paragraph 3 Information relating to the financial or business affairs of any particular persons (including the authority holding that information).

12. Waste Contract Options Appraisal (*Pages 21 - 32*)

Reasons for restriction: Paragraph(s) 3

Note: All reports will be updated orally at the meeting if appropriate and may be supplemented by additional reports at the Chairman's discretion.

Membership: Environment Policy Advisory Group (SBDC)

Councillors: L Sullivan (Chairman)
M Bradford
B Harding
L Hazell
G Hollis
J Lowen-Cooper

Date of next meeting – Tuesday, 11 September 2018

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ENVIRONMENT POLICY ADVISORY GROUP (SBDC)

Meeting - 31 January 2018

Present: L Sullivan (Chairman)
M Bradford, L Hazell and J Lowen-Cooper

Also Present:

Apologies for absence: B Harding

20. DECLARATIONS OF INTEREST

There were no declarations of interest.

21. MINUTES

The minutes of the meeting of the PAG held on 20 November 2017 were received.

22. REPORTS FROM MEMBERS

None received.

23. CURRENT ISSUES

There were no current issues raised.

24. CAR PARK CHARGES REVIEW

The PAG received a report which set out options for amending the off street parking in the District.

There was a requirement to regularly review the car park estate to ensure the parking supply, along with restrictions and associated tariffs, continually support the local community. To enable the car parks to continue to be effectively managed and to provide investment for future car park development, a number of recommendations had been set out in the report along with the reasons for these recommendations.

The PAG were advised that if the proposals were agreed by Cabinet at its meeting on 7 February 2018, a public consultation would commence with notices being published in the local press/car parks. Notices would also be sent to Bucks County Council as the highway authority, Thames Valley Police, and affected Town and Parish Councils, who would also have the opportunity to make comments and/or objections.

In the discussion which followed, the PAG indicated its support for the recommendations set out in the report as it was felt that the proposed changes would maximise the availability of parking space and improve parking in the District.

Environment Policy Advisory Group (SBDC) - 31 January 2018

The PAG expressed its thanks to Julie Rushton, Parking Manager, and the rest of the Parking Team for all the hard work that they had carried out on this review.

Having considered the advice of the PAG, the Portfolio Holder **AGREED** to **RECOMMEND** to Cabinet

1) That Cabinet proceed with the following options:

Beaconsfield

a) Amend the 8 hour tariff across all Beaconsfield car parks to 9 hours.

Gerrards Cross:

b) Introduce a 9hr tariff on Packhorse Road and Station Road car parks.

All Car Parks (proposed for 2018/19)

c) Introduce new car park charges as outlined in Appendix A.

d) Restrict season tickets to residents, local businesses and local workers.

e) Increase season ticket prices for Burnham and Farnham Common to maintain daily charge versus season ticket cost ratio.

f) Amend season ticket refunds so the higher charge is applicable and return full calendar months only.

2) That subject to Cabinet agreeing the options at 2.1 the Head of Environment be authorised to publish the necessary statutory Notice of proposed Amendments to the Off Street Parking Places Order.

3) That if no valid objections are received in response to publication of the Notice, the Director of Services be authorised to make and publicise the necessary Amendment Order.

4) That if valid objections are received in response to publication of the Notice, the Director of Services be authorised to deal with any such objections after consultation with the Portfolio Holder and to make and publicise the necessary Amendment Order with or without modifications as considered appropriate.

25. **ANY OTHER BUSINESS**

There was no other business.

The meeting terminated at 6.37 pm

SUBJECT:	Introduction of solar powered compacting litter bins
REPORT OF:	Environment Portfolio Holder – Councillor Luisa Sullivan
RESPONSIBLE OFFICER	Head of Environment
REPORT AUTHOR	Callum Lynam - clynam@southbucks.gov.uk
WARD/S AFFECTED	Beaconsfield North, Beaconsfield South, Gerrards Cross, Denham

1. Purpose of Report

To explore the feasibility of installing high-tech litter bins, which use solar power to compact waste, within South Bucks' town centres.

2. Recommendation to the Portfolio Holder

To approve two trials of solar powered compacting bins, one in Beaconsfield New Town and one in Denham Green shop parade, at a total cost of £2900 from the existing budget for litter bin repairs.

It is recommended that at least 5 trial units are installed in Beaconsfield and 2 trial units in Denham Green.

If trials prove successful, solar-powered compacting bins should be considered an option for future procurement; if contracts go to tender, suppliers should be invited to optionally cost the installation of solar-powered bins in town centres within their bids.

In the interim, the current allocation of litter bins should be reviewed to see if existing assets could be better distributed.

3. Reasons for Recommendations

Solar powered compacting bins offer clear benefits, namely efficiencies in reduced collection requirements, improved street scene and real time fill monitoring.

A 6 week trial will provide sufficient data to see if benefits can be achieved in South Bucks.

Beaconsfield has been selected due to its large footfall, high number of shops, eateries and bars and current requirement to empty bins at least once per day. Furthermore, a survey found a number of litter bins in close proximity to each other, which solar-powered compacting bins could reduce, further reducing on-street furniture and improving aesthetics.

Denham Green shop parade has been selected due to the high number of shops/eateries, close proximity to the station and current requirement to empty bins once per day.

Purchase costs, either outright or leased, are however significant. These costs can be partially recovered through re-deployment of street cleansing resources; however, this resource is already paid for within the current contract, so savings in man hours are unlikely to generate financial savings on the current contract, but will enable for a more efficient way of utilising resource, deployed to to greater effect in other pressurised areas.

Instead, introducing solar-powered compacting bins in future contracts will allow resources to be allocated according to less frequent emptying requirements. It should however be noted that any potential savings in man hours are unlikely to fully re-coup the costs of installing solar-powered compacting bins.

Additionally, the report has highlighted inconsistencies in the allocation of litter bins across South Bucks' town centres, which would benefit from a timely review.

4. Content of Report

More 'on-the-go' waste is produced in town centre locations than other environments. Resultantly, these areas typically house a high number of litter bins, which are usually emptied once per day, sometimes more.

Frequently emptying large numbers of litter bins takes a significant portion of a limited resource. Reducing the need to empty bins as frequently will enable this resource to be allocated to other service areas, such as street sweeping and litter picking.

High-tech litter bins, which use solar energy to power an in-built compaction mechanism, reduce the need to empty bins as frequently. The compaction mechanism increases capacity up to 800litres. Comparatively, a typical litter bin has a 130 litre capacity.

Solar-powered compacting bins have been installed by numerous local authorities, including Slough Borough Council, Westminster Borough Council and Bath and North East Somerset Council. It is claimed that installing these bins has reduced emptying frequency by up to 90%.

In addition to reducing collection frequency, the significantly increased capacity of solar-powered compacting bins allows litter bins to be replaced at a 3:1 ratio, thereby improving the street scene.

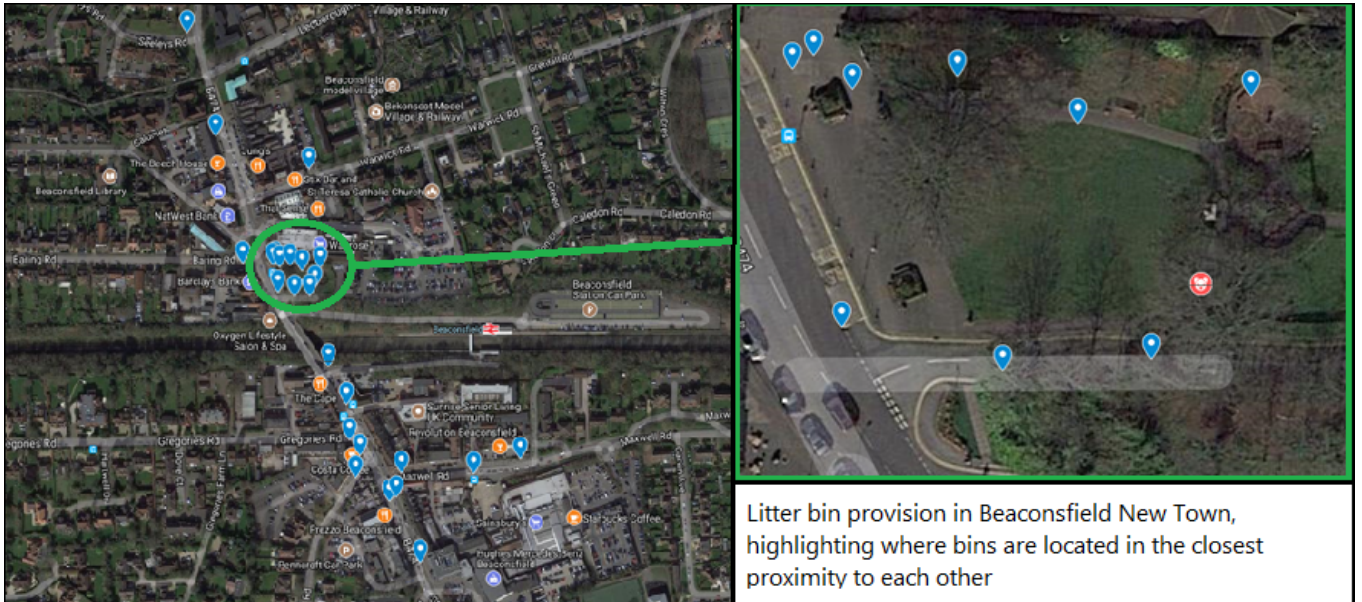
Fill level sensors in the bins are able to alert the Council and/or the contractor when they require emptying. This technology adds resilience to collections and ensures that unforeseen events that produce more litter, such as periods of hot weather, are easily managed without overflow and the adverse effect this causes, such as complaints.

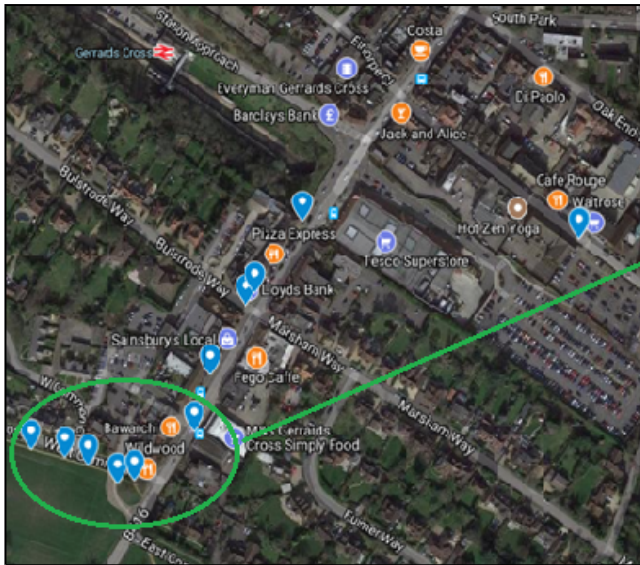
Furthermore, these bins provide total containment of litter, which reduces the risk of litter blowing out of bins into the environment.

The table below shows the results from a survey of litter bins found along the main highstreets of Beaconsfield New Town, Beaconsfield Old Town, Gerrards Cross and Denham Green

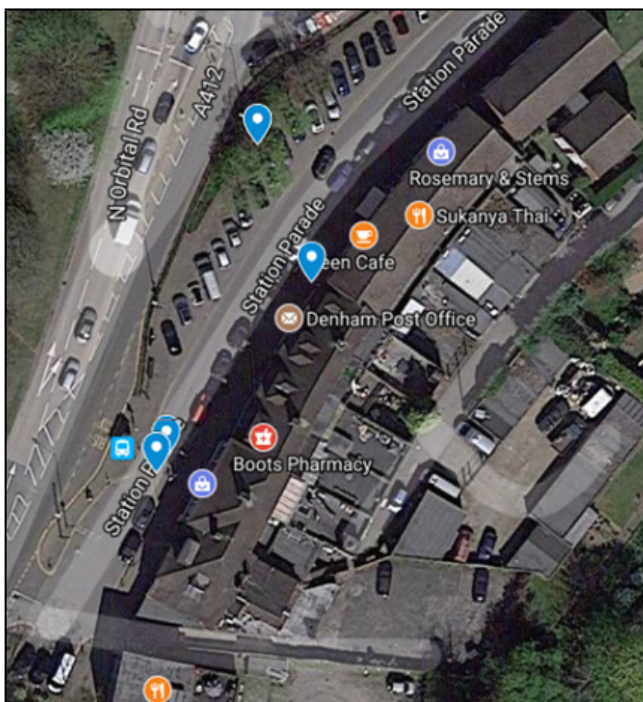
Current allocation		
Beaconsfield New Town		
Number of litter bins	Approximate capacity (litre)	Number of times emptied per day
24 (+1 dog bin)	3500	1
Beaconsfield Old Town		
Number of litter bins	Approximate capacity (litre)	Number of times emptied per day
18 (+1 dog bin)	2470	1
Gerrards Cross		
Number of litter bins	Approximate capacity (litre)	Number of times emptied per day
12	1780	1
Denham Green		
Number of litter bins	Approximate capacity (litre)	Number of times emptied per day
4	520	1

Whilst the allocation of litter bins is not excessive, distribution is inconsistent, with some areas containing large numbers of bins in close proximity to each other. This is likely due to these areas previously being 'litter hotspots'. However, town profiles' and consumer behaviour have most likely evolved since initial bin installation and community needs may be better served if assets are redistributed.





Litter bin provision in Gerrards Cross, highlighting where bins are located in closest proximity to each other



Litter bin provision in Denham Green

Two different suppliers of solar-powered compacting bins were considered in this report. The bins produced by these suppliers offer near identical functionality and are similar in appearance. The purchase and trial cost are also similar, however, for the purpose of this report, the cheapest quote has been used. If it is decided that a trial is pursued, the Waste Team will need to further consider the advantages and disadvantages of both suppliers, through a robust evaluation process.

Installing solar-powered compacting bins would reduce the bins required in the aforementioned figures, particularly in highlighted areas, where litter bins exist in close proximity to one another. The table below shows the estimated allocation of litter bins, if existing bins were replaced with solar-powered litter bins at a 3:1 ratio, where reasonably possible.

Beaconsfield new town		
Number of litter bins	Approximate capacity (litre)	Frequency of emptying (estimate)
10	7000	Once every four days
Beaconsfield old town		
Number of litter bins	Approximate capacity (litre)	Frequency of emptying (estimate)
7	4900	Once every four days
Gerrards Cross		
Number of litter bins	Approximate capacity (litre)	Frequency of emptying (estimate)
6	4200	Once every four days
Denham Green		
Number of litter bins	Approximate capacity (litre)	Frequency of emptying (estimate)
2	1400	Once every four days

This allocation could reduce time spent emptying litter bins by up to 2 hours p/d in Beaconsfield New Town, 1 and a half hours p/d in Beaconsfield Old Town, 1 hour p/d in Gerrards Cross and 30 minutes p/d in Denham Green.

The time saved in man hours could be used to improve other street cleansing services, such as sweeping, thereby further improving the local environment. The time saved is however unlikely to generate financial savings. The street cleansing resource is already allocated on the current

contract and the costs of installing solar-powered compacting bins would outweigh financial savings, even if possible.

One solar-powered compacting bin, with an ashtray and front decal, costs £5300* as an outright purchase, or £100 per month* on a 60 month lease. If the Council were to install a recycling unit beside the bin, which has no compaction but contains fill level sensor technology, there would be an additional cost of a £2700 per unit, or an increase on the lease.

*costs are not finalised and are dependent upon quantities ordered.

Whilst costs are significant, the potential benefits are substantial, especially as litter and on-street recycling provisions continue to increase in political importance.

It is recommend that the Council run a trial of solar-powered compacting bins to see if benefits can be realised in South Bucks. A 6 week trial of solar-power compacting bins costs £300 per unit and requires existing bins to be removed in the interim; removing litter bins costs £50 per bin. A minimum of 5 trial units are required. This cost is later credited against any order of future bins.

It is recommended that at least 5 trial units are installed in Beaconsfield and 2 in Denham Green. This will provide significant data to observe impacts in two different urban environments: a town centre location and a shop parade.

The table below provides a cost breakdown of the recommended trial, including hire fees and costs occurred removing litter bins. The number of bins requiring removal has been estimated by assuming that only bins existing in close proximity to another bin will require removal.

	Solar bin hire costs	Litter bin removal costs	Combined costs
Beaconsfield	£1,500.00	£600.00	£2,100.00
Denham Green	£600.00	£200.00	£800.00
	Total cost of trial		£2,900.00

This cost would be debited from the existing budget for litter bin repairs, which has a budget of £5100 p/a. There is however a risk that using a large portion of this budget for this trial will result in an overspend at the end of year, as litter bins must be repaired if they pose a danger to the public.

Data from the trial is provided on a weekly basis and demonstrates reduction in collections, volumes collected and average days till bins are full.

Data from the trial would enable the Council to see if solar-powered compacting bins would compliment future contractual arrangements by allowing resources to be allocated according to less frequent emptying schedules.

5. Consultation

Councils who have installed similar bins have raised concerns over the weight of compacted litter. Extensive testing however found that the weight of compacted litter would only exceed HSE safe manual handling limits (20kg) in exceptional circumstances e.g. bricks had been put in the bin. In most instances, compacted litter did not exceed 12 kg. Review of manual handling procedures can be considered and explored with the contractor and actions taken accordingly.

6. Options

Approve the recommended trial at a cost of £2900 from the existing budget for litter bin repairs.

Provide a recommendation for a different trial area or trial criteria, such as a greater or lesser number of units. N.B. 5 units are required as a minimum by the manufacturer

Do not approve a trial but suggest that existing assets are reviewed

Carry on as a 'business as usual' scenario

7. Corporate Implications

Financial - The financial implications are detailed above.

Legal - None.

Sustainability – The report links to one of the three headline objectives of striving to conserve environment.

8. Links to Council Policy Objectives

This matter relates to the following council objectives -

7.1 Striving to conserve the environment and promote sustainability.

7.2 Council priority to continue to improve the street scene and cleanliness of the district as a key public services coordinator.

Background Papers:	None
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SUBJECT	Waste Contract – Joint Working
REPORT OF	Cllr Luisa Sullivan (SBDC)
RESPONSIBLE OFFICER	Steve Bambrick – Director of Services (CDC & SBDC) Chris Marchant – Head of Environment (CDC & SBDC) Caroline Hughes – Head of Environment (WDC)
REPORT AUTHOR	Sue Markham, Sally Gordon
WARD/S AFFECTED	All

Members of the Environment PAG are asked to advise the Portfolio Holder on the recommendations to Cabinet set out below. A related report considering the procurement options follows in the exempt section of the agenda.

1. Purpose of Report

To seek the approval of the Cabinet for South Bucks District Council, Chiltern District Council and Wycombe District Council to work together to procure the delivery of waste collection, recycling and street cleansing services at the expiry of the current contracts with Serco and Biffa.

RECOMMENDATIONS:

1. That the Cabinet:

- (i) Notes the report;**
- (ii) Agrees the longer term strategy to procure a three way single joint contract for South Bucks District Council, Chiltern District Council and Wycombe District Council;**
- (iii) Agrees to enter into an Inter District Authority Agreement (IDAA) reflecting the Heads of Terms at Appendix 1;**
- (iv) Delegates authority to the Head of Environment in consultation with the Head of Legal and Democratic Services and the relevant Portfolio Holder to approve the detailed terms of the IDAA.**

2. Reasons for Recommendations

- 2.1. A formal decision must be made by 3rd September 2018 as to whether the current Serco contract should be extended by Chiltern and Wycombe Councils or whether a new waste contract should be procured.
- 2.2. The councils have a duty to collect waste and to cleanse the highways under the Environmental Protection Act, 1990.

- 2.3. The recommended way forward of a single, three-way, joint contract seeks to manage risks and optimise opportunities for greater joint working while ensuring continuity of service provision.
- 2.4. The Chiltern, South Bucks & Wycombe Joint Waste Collection Committee considered this report on 23 April and supports the recommendation to procure a three-way joint contract.

3. Background

- 3.1. A contract option review has been carried out to look at the contracting options going forward for the three southern districts' waste and cleansing services. Eunomia Research and Consulting Ltd were commissioned to conduct a piece of work to present and evaluate the options and the results were presented to Portfolio Holders at a workshop on 14th March 2018. A member decision is now required regarding the way forward for the Serco and Biffa contracts and whether there is a commitment to ultimately procure a three way contract for Chiltern, South Bucks and Wycombe District Councils.
- 3.2. Irrespective of the 'minded to' status of the unitary decision at the time of writing this report, the district councils have a statutory duty to collect waste and to provide street cleansing under the Environmental Protection Act, 1990, and commissioning arrangements for these services need to be made in a timely fashion.

4. Benefits of Joint Working

- 4.1. Chiltern and Wycombe have benefited from the joint working which commenced with the procurement of the Serco contract. The technical, legal, financial and procurement expertise of officers from across both authorities was combined to deliver a successful procurement. The outcome was a joint waste contract which yielded significant savings for those two authorities. The commitment of the two authorities to work together on this was made known to the market in the OJEU notice and made the subsequent contract package attractive to bidders. This was confirmed during the dialogue phase of the procurement process and was well received by the bidders, particularly the fact that there would be a single point of contact for the purposes of contract management.
- 4.2. Efficiencies have been delivered through the contract and through the formation of the joint waste team, which now oversees the services for all three southern districts.
- 4.3. The Joint Waste Collection Committee has updated its governance procedures to include South Bucks and Members have worked well together.
- 4.4. The Joint Waste team currently delivers contract management, policies, processes and project delivery across the two contracts, (Serco and Biffa). Greater efficiencies and streamlined processes can be achieved if the team ultimately manages one contract, going forward.

5. Inter District Authority Agreement (IDAA)

5.1. It is important that all districts intending to participate in the procurement of a joint contract sign an IDAA at the earliest opportunity. The IDAA will provide details of the joint funding arrangements, key milestone dates, legal and contractual terms, and points at which individual authorities may withdraw.

5.2. The suggested Heads of Terms are attached at Appendix 1.

6. Next Steps

6.1. Progress the IDAA between all three Councils.

<p>Background Papers:</p>	<p>None – report exempt from publication.</p>
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IDAA - Draft Heads of Terms

Introduction- Purpose of the IDAA

Chiltern District Council, South Bucks District council and Wycombe District Council ("the Councils") are co-operating on a joint procurement of their waste collection, recycling collection and street cleansing services. There is a need to put in place obligations to cover such issues as:-

- Each Council's share of the costs of procurement
- Each Council's share of the benefits
- Controls on entering and leaving the partnership, both during the procurement phases and during the term of the contract
- Mechanisms to prevent the actions of one Council damaging the interests of another

These obligations are described in these draft IDAA Heads of Terms, which are similar to the document entered into by Chiltern and /Wycombe in respect of the previous procurement. Chiltern and Wycombe are committed to remain in their current partnership for the duration of the Serco contract, but a new procurement would need a new IDAA.

The IDAA will address each stage of the procurement, with appropriate obligations on the parties, dependent upon the implications of each stage.

There will be an overarching obligation to collaborate and work together with the intention of successfully delivering the procurement to achieve a set of Project Objectives and to comply with a set of Procurement Objectives and Joint Working Principles.

The project governance is different for this procurement as the Joint Waste Collection Committee (JWCC) is already established and all three authorities are members.

Phase 1- Pre Official Journal of the European Union (OJEU) contract notice

The three Councils will contribute to the costs of getting to the point of publishing the OJEU notice on the basis of a suitable funding formula, suggested to be based on the current cost sharing arrangements for the joint waste team.

In order to protect the interests of the individual Councils it is necessary to have the IDAA in place as soon as possible, particularly before the issue of any Prior Information Notice (PIN), a precursor to taking market soundings from suppliers.

These are the proposed Heads of Terms for the remainder of this first phase:-

Contribution to costs

In this phase all Councils commit to pay their share of the net costs in the Resource Plan relating to this Phase. These costs would be those necessary to engage external resources for project activity. For the avoidance of doubt this may include personnel, procurement, finance, technical, legal and project management activities. Costs will have been committed and contributions are therefore not refundable if a partner Council withdraws.

Withdrawal and Confidentiality

An individual Council may withdraw at any time during this phase but must keep all procurement related information strictly confidential. Confidentiality on all aspects is a binding condition of participation.

Mutual Indemnification

The Councils agree that, in the event that any costs or damages are awarded against one or more of the Councils as a result of the Programme, the agreed proportions of those costs or damages shall be paid by each of the Councils which are involved in the Programme at the commencement of the Phase during which the causative event occurred. The Councils acknowledge that they and the Project Team will work in good faith on the Project and agree that no Council will at any time seek to recover from any of the other Councils direct, indirect or consequential costs or damages.

Phase 2- live and active procurement phase

The OJEU notice will not be issued until the detailed IDAA has been signed by all of the participating Councils.

It is intended that each individual Council would commit to award the work to a bidder and enter into a binding joint contract if specified value for money and quality criteria are satisfied.

Governance

The IDAA will identify the Lead Authority for the procurement phase, whose role will include holding and managing the joint procurement budget, invoicing the other Councils and producing regular financial reports to the JWCC on spend.

During the procurement phase, the role of the JWCC will be to consider the following matters and either make decisions under its delegated powers or advise the respective Cabinets as to:

- The nature and scope of the procurement
- The work required to progress the procurement
- The resourcing requirements of the procurement, including technical/specialist support
- Arrangements for evaluation of tenders from bidders
- Governance and risk sharing

- Apportionment of contract costs
- Consultation and communication plans

Contribution to costs and participation in dialogue

Each of the Councils would be obliged to do the following:-

- Assist in development of a full set of up to date documents describing the desired service and targets
- Play a full part in any competitive dialogue meetings
- Meet the full cost of the live procurement stage of the programme, in the agreed proportions

No “market testing”

The Councils agree not to use any phase of the procurement process for market testing activity purposes only (i.e. obtaining a price for the work with no intention of awarding it to suppliers).

Withdrawal and Confidentiality

An individual Council may withdraw at any time during this phase but must keep all procurement related information strictly confidential. Confidentiality on all aspects is a binding condition of participation.

If a Council withdraws it will forfeit its share of the contribution for the costs of Phases 1 and 2. Should a Council withdraw during this Phase it will also be responsible for 100% of any costs due to such withdrawal e.g. contract re-drafting, abortive work and additional communications activity. These costs are likely to be considerable. In addition, a withdrawal has considerable potential to damage the interests of other authorities. Councils should note that this may include considerable costs necessary to extend existing contracts at less than ideal prices should the viability of the joint procurement be significantly damaged.

Mutual Indemnification

The Councils agree that, in the event that any costs or damages are awarded against one or more of the Councils as a result of the Programme, the agreed proportions of those costs or damages shall be paid by each of the Councils which are involved in the Programme at the commencement of the Phase during which the causative event occurred. The Councils acknowledge that they and the Project Team will work in good faith on the Project and agree that no Council will at any time seek to recover from any of the other Councils direct, indirect or consequential costs or damages.

Phase 3 commissioning, operational commencement and the term of the Joint Contract i.e. the post contract award phase

Governance

Following contract award and during the operational phase of the contract, the JWCC shall exercise the functions as set out in its constitution and delegated authority.

The JWCC shall not have authority to take any of the following decisions, which are executive decisions reserved to the Cabinets of the respective Councils:

- Making the final award decision following the procurement
- Decisions to authorise expenditure in excess of budget
- Changes to recycling policy
- A decision to extend or terminate the contract

Cost partition

In this phase the breakdown of costs would be as follows:-

- The Councils agree to continue to pay a share of the costs of the joint client side based upon the current cost sharing arrangements.
- Any project costs (e.g. advisers) would continue to be divided on the agreed basis 1
- In respect of the Joint Contract, the Councils will receive a global bill from the contractor. The bill will be apportioned amongst the Councils on the basis of an agreement to be reached between the Section 151 officers before the issue of the OJEU notice

Withdrawal and Confidentiality

After the award of the joint contract, no Council may withdraw from the IDAA or the contract until it is terminated or expires.

Mutual Indemnification

The Councils agree that, in the event that any costs or damages are awarded against one or more of the Councils as a result of the Programme, the agreed proportions of those costs or damages shall be paid by each of the Councils which are involved in the Programme at the commencement of the Phase during which the causative event occurred. The Councils acknowledge that they and the Project Team will work in good faith on the Project and agree that no Council will at any time seek to recover from any of the other Councils direct, indirect or consequential costs or damages.

Appendices

Project Objectives, Procurement Objectives and Joint Working Principles to be updated from previous IDAA