



London Borough of Enfield

Report Title	Waste Container Repair & Delivery In-House Service
Report to:	Doug Wilkinson
Date of Report:	11 th May 2023
Cabinet Member:	Cllr Rick Jewell
Directors:	Simon Pollock
Report Author:	Julian Minta
Ward(s) affected:	All
Key Decision Number	KD 5611
Implementation date, if not called in:	
Classification:	Part I
Reason for exemption	N/A

Purpose of Report

1. The Council as a Waste Collection Authority has a duty to collect residual waste and material for recycling from households within its area and to provide commercial waste collections, where requested to do so. Waste Services (WS) deploy approx. 7200, 1100 litre trade waste wheeled bins across the borough, to all premise's types including residential and commercial.
2. In order to comply with this duty, the Council requires a service that can move, repair and refurbish waste containers. Currently this service is delivered under a third-party contract, which has been in place since 2017. Due to increased contract costs over the term of the contract, there is an opportunity for the Council to achieve a three-year cost efficiency, whilst also delivering service improvements, by bringing the service in house.

Recommendations

1. Agree to approve the business case titled 'Waste Container Repair & Delivery In-House Service Business Case, attached in confidential Appendix 1. As outlined in the business case there is an opportunity to return the service back in house, which would reduce service costs. The proposed investment will support the commercial waste service existing offer, by delivering a quicker and more efficient bin repair service for customers, whilst also delivering efficiencies for LBE.
2. Agree that authority be delegated to the Director of Environment and Street Scene to approve allocations and decisions within the approved budgets as necessary for operational reason as and when required, including the decision to insource the service and approve any ancillary processes and documents required.

Background and Options

3. Please refer to confidential appendix 1

Preferred Option and Reasons for Preferred Option

4. To return the service back in house, which would reduce service costs. The decision will also allow us greater flexibility and control over the service and allow for expansion as and when required.

Relevance to Council Plans and Strategies

5. The Enfield council commercial waste department is a key part of the operation and services commercial clients as well as all council owned properties. A well-managed and operated service will ensure, that we continue to deliver to all customers and stakeholders

Good homes in well-connected neighbourhoods

6. An efficient service will ensure that commercial waste and waste from council owned properties can be effectively stored prior to collection causing minimal disruption to people who live, work and travel in the council area.

Safe, healthy and confident communities

7. The return of the contract to an in-house provision will allow the commercial waste team to provide these services on more reactive and continued basis. This will allow waste containers that are damaged or old to be replaced mor quickly causing minimal disruption to residents

An economy that works for everyone

8. By providing for the needs of the service more efficiently, commercial waste will have a more reactive and cost-effective delivery service allowing greater service levels for commercial clients

Financial Implications

9. The annual budget for this service is £114k, which is expected to be exceeded by £169k for the 22/23 period. Based on a typical contract term, Commercial Services have worked with WS and Finance to develop a zero-based costing budget projection for an in-house container delivery and repair service, applying the following assumptions:
 - 2.5 x Sc3 Repair Technicians.
 - Operational week breakdown of 2 x delivery days, 3 x repair days.
 - Average repair time of 1 hour.
 - Repairs are expected to cover just wheels, lids and locks.
 - Inclusion of waste costs for disposal of waste from collected filled containers.
 - Training provided by bin supplier, free of charge.
 - In-house service to commence April 2023.
 - Vehicle costs based on lease prices.

Legal Implications

10. S.111 Local Government Act (1972) gives a local authority power to do anything (including insourcing of services) which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions, including its housing functions.
11. Furthermore, the general power of competence under s.1(1) Localism Act (2011) states that a local authority has the power to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles. The proposal to procure care providers as mentioned within this report are therefore in accordance with the Council's powers.
12. The Council must comply with (and continue to comply with) its obligations relating to obtaining best value under the Local Government (Best Value Principles) Act 1999 and must be part of the considerations in relation to insourcing a service.
13. What must also be taken into consideration are potential staffing costs as a result of any TUPE (The Transfer of Undertakings (Protection of Employment) Regulations 2006 transfers. The Council may be able to rely on changing the job specification for some of the staff on the basis of economic, technical or organisational reasons as required by the internal organisation of the service and as a result may have some flexibility in deciding whether all staff can be retained on their previous contract terms.
14. All decisions must be in full compliance with the Council's Constitution and Contract Procedure Rules.

Equalities Implications

15. A stage one EQIA screening questionnaire has been carried out and no equalities implications identified because of the proposed decision.

HR Implications

16. If the Waste Container Repair & Delivery Service is insourced, there are direct HR implications for the Council, as follows:
17. This is likely to result in the transfer of a small number of Fairport contractor employees into the Council under the Transfer of Undertakings Regulations (TUPE) on their existing terms and conditions of employment. It is anticipated that this would include a minimum of 2 individual members of staff.
18. A meaningful consultation process will need to take place ahead of any transfer. This includes review of terms and conditions and consideration of measures relating to the transfer of staff to the Council.

Environmental and Climate Change Implications

19. The service will require a delivery vehicle. It is proposed that this vehicle in the initial stages will be a short-term hire vehicle whilst a new electric vehicle is purchased as part of the fleet vehicle replacement programme. This will ensure we continue with our climate action plan of replacing vehicles wherever possible with zero emission vehicles.

Public Health Implications

20. Better control of the service will ensure we are able to respond reactively when it comes to replacing bins that have been damaged, so ensuring start any health issues to the public minimalized.

Property Implications

21. Morson Road Depot is based on an industrial site, close to Ponders End. LBE has an agreed lease for the site, which runs for a further 31 year (July 2053). Current provider's staff are currently allocated space within the site to operate. The service would continue to operate from this allocated space.
22. This space will continue to be used for the in-house service Morson Road Depot is surrounded by other industrial units. The proposals outlined in this business case should not have a negative effect on any neighbouring properties.

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Appendices

Appendix 1. Confidential Business Case
Appendix 2. Confidential Cost Projections

Background Papers

None

Departmental reference number, if relevant: PL2223_022