

**LETCHWORTH COMMITTEE**  
**12 MARCH 2014**

**PART 1 – PUBLIC DOCUMENT**

**AGENDA ITEM No.**

**6**

**TITLE OF REPORT : PROCEDURAL INFORMATION FOR AUTUMN LEAFING.**

REPORT OF THE HEAD OF LEISURE AND ENVIRONMENT

**1. SUMMARY**

- 1.1 The purpose of the report is to provide information to members on the planned programs to collect leaves from highways, parks and open spaces within the urban areas during the autumn leaf fall period as previously requested by the Letchworth Area Committee.

**2. RECOMMENDATIONS**

- 2.1 That the Committee note and discuss the information provided.

**3. REASONS FOR RECOMMENDATIONS**

- 3.1 The report is for information and to receive comments and feedback from the Committee.

**4. ALTERNATIVE OPTIONS CONSIDERED**

- 4.1 Due to the existing contractual arrangements with Veolia Environmental Services Plc and John O'Conner Grounds Maintenance Ltd alternative options are not available to us at this time.

**5. CONSULTATION WITH EXTERNAL ORGANISATIONS AND WARD MEMBERS**

- 5.1 Information has been provided by our street cleansing contractors Veolia Environmental Services and John O'Conner's Grounds Maintenance Ltd.

**6. FORWARD PLAN**

- 6.1 This report does not contain a recommendation on a key decision and has not been referred to in the Forward Plan.

**7. BACKGROUND**

- 7.1 This report is at the request of members from the Letchworth Area Committee.
- 7.2 This report provides information in line with our corporate priority:- living within our means to deliver cost-effective services.

- 7.3 NHDC contract out both it's street cleansing and grounds maintenance functions. Both of these contracts are not due for renewal in the next financial year.
- 7.4 Each year leaf fall varies and is dependant on the severity of frosts and weather conditions generally. Typically this begins in October and is usually completed by December. This year leaf fall clearance has continued into January due to the mild weather.

## **8. LEAFING SERVICE PROVISION**

- 8.1 Veolia Environmental Services are contracted to undertake leafing primarily in the main towns of Letchworth, Hitchin, Baldock and Royston. With a small amount of leafing activity in some villages.
- 8.2 The current contract requires that the removal of leaf fall shall be included in the normal cleansing operations however due to the extensive fall in some areas, it is not operationally possible to removal all leaf fall as part of the normal 28 day cleaning cycle.
- 8.3 In addition to this the Contractor provides an additional 'Leafing crew' consisting of an HGV (sweeper) driver, a van driver and a cleansing operative. This crew operates on a separate schedule focusing on a priority list of streets. See Appendix 1.
- 8.4 On the 28 day cycle cleansing operatives will endeavour to remove leaf fall from the footpaths along roads using blowers, rakes or brooms and the road and road gullies using a street sweeper vehicle. This ensures that each street receives a minimum service of path and road clearance every 28 days.
- 8.5 On streets with narrow footpaths (less than 1m in width) and those streets not visited by the leafing crew the majority of leaves will be removed during the regular 28 day clean.
- 8.6 On streets with high leaf fall identified on the priority list the footpaths will be cleared using blowers, rakes or brooms on the 28 day cycle with more extensive clearance being undertaken by the leafing crew.
- 8.7 Clearance by the leafing crew will in general include an area where the footpath and verge are no more than 3m from the kerb. Where the verge and path is wider than 3m the footpath will be cleared and a section next to the road to help prevent leaves blowing into the recently swept road gullies. Anything beyond 3 metres from the kerb not included with the contract with Veolia is also excluded from the contract with John O'Conner's Grounds Maintenance Ltd.
- 8.8 Large areas such as Letchworth Gate are therefore not fully cleared of leaves.
- 8.9 In typical seasons the uncollected leaf litter will disperse over the winter and be cleared from the roads and footpaths as part of the regular cleaning regimes. In excessively wet winters such as this year leaf fall can remain in situ and may require additional works to remove it to help prevent damage to grassed areas. This is done as a variation to the contracts at additional cost.

- 8.10 In addition to this provision John O’Conner Grounds Maintenance Ltd provide grounds services within the parks and open spaces within the same urban areas as Veolia. Generally parks and open spaces are visited on four occasions between 1<sup>st</sup> Nov and 31<sup>st</sup> Dec each year to remove fallen leaves. However the timing of these operations are dependent upon the impact of weather conditions which may require operations to take place outside this timescale. Typically the work undertaken by John O’Conner’s does not take place on the highway and therefore any duplication with Veolia is very limited. The material collected by John O’Conner’s is disposed at Cumberlow Green and composted. Unfortunately the material collected by Veolia has to be disposed of at landfill due to the presence of contamination from the highway locations,. Therefore the split between two different providers ensures the maximum amount of material is composted while preventing contamination of this material due to pollutants off the highway.
- 8.11 The cleaning schedule queried in relation to both Pixmore Way and the Broadway varies in each year. This year these streets received the following cleans:-

Cleansing type	Pixmore Way	The Broadway	The Broadway (Zone 1 area)
Standard 28 day clean	22/11/13 20/12/13 17/01/13	22/11/13 20/12/13 17/01/13	N/A
Enhanced Zone Clean	N/A	N/A	Daily
Leaf fall clearance	05/11/13 10/12/13 30/12/13 03/01/14	06/11/13 07/11/13 08/11/13 14/11/13 18/11/13 22/11/13 20/12/13 17/01/14 14/02/14	06/11/13 07/11/13 08/11/13 14/11/13 18/11/13 22/11/13 20/12/13 17/01/14 14/02/14

## 9. LEGAL IMPLICATIONS

- 9.1 Section 9 of the Council's Constitution set out the Letchworth Area Committee's terms of reference which include the following in relation to the issues covered in this report. However the Committee shall have regard to its complete terms of reference in respect of any agenda item.
- (1) *"To act as a forum for discussion on matters of local interest and in particular to elicit/hear the views of local bodies and organisations."*
- (2) *"To provide local input into centrally determined specifications for all services."*
- 9.2 The Committee is authorised to consider and report to Cabinet and Council on any matter affecting its area

- 9.3 The Council has a statutory duty, as far as reasonably practicable to ensure that land is kept clear of litter and refuse. Although the collection of leaves from highways, parks and open spaces within the urban areas during the autumn leaf fall period assists the Council to discharge this duty, leaves are not defined as litter in either the Environmental Protection Act 1990 nor the Code of Practice for Litter and Refuse. The Codes definition of detritus includes dust, mud, soil, grit, gravel, stones, rotted leaf and vegetable residues, and fragments of twigs, glass, plastic and other finely divided materials. Leaf and blossom falls are to be regarded as detritus once they have substantially lost their structure and have become mushy or fragmented.

Later the Code also says:-

The difficulty of removing seasonal leaf fall is recognised in the definition of detritus, which only covers leaf fall that has substantially broken down.

- 9.4 One the Council's Strategic priorities is "*protecting our environment for our communities*" and the collection of leaves helps promote this priority by keeping the environment clean and providing the community with unfettered access to highways, parks and open spaces.

## **10. FINANCIAL IMPLICATIONS**

### **Veolia**

- 10.1 General leafing works as described above are included in the core contract price, it is therefore not possible to determine to cost of the current provision.
- 10.2 A report in 2010 by East Hertfordshire District Council looked at option for withdrawing the leafing service and additional leaf clearance work is now no longer provided as part of their street cleansing contract.
- 10.3 Requests for additional leafing work could be made under contract variations using the standard schedule of rates. These would be in the region of between £37 and £62 per hour depending on the vehicle type and number of operatives required. Collect methods which require a mechanical sweeper as well as additional operatives are the most expensive.

### **John O'Conner's**

- 10.4 Using the contract costs for 2013 – 2014 the core contract cost for leaf collection is £16,300 covering an area of 990,000 square metres. Additional one off collections over and above the core contract cost £0.04 per metre up to 1000 square metres with the rate reducing to £0.02 for any area above 1000 square metres.

## **11. RISK IMPLICATIONS**

- 11.1 In all cases we must demonstrate that we are acting reasonably and practicably. We assess the areas for use and provide a clearance schedule in consideration of this use. (e.g. more cleaning in town centres). Our contractors undertake work to a schedule and can demonstrate that cleaning was done on a certain day within the agreed time frames. Priority being given to footpaths to ensure that a certain level of cleanliness is achieved. It is therefore felt that, in the event of an unfortunate accident, a successful claim would be unlikely as we can demonstrate that we have applied resources effectively and fairly to reduce the risk of such an accident happening.

- 11.2 As a local authority we have responsibilities to ensure that road gullies do not become blocked with leaves which may increase the risk of flooding.
- 11.3 All works are undertaken in accordance with agreed Method Statements and Risk Assessments to ensure the safety of the operatives and public is maintained at all times.

## **12. EQUALITIES IMPLICATIONS**

- 12.1 The Equality Act 2010 came into force on the 1<sup>st</sup> October 2010, a major piece of legislation. The Act also created a new Public Sector Equality Duty, which came into force on the 5<sup>th</sup> April 2011. There is a General duty, described in 12.2, that public bodies must meet, underpinned by more specific duties which are designed to help meet them.
- 12.2 In line with the Public Sector Equality Duty, public bodies must, in the exercise of its functions, give **due regard** to the need to eliminate discrimination, harassment, victimisation, to advance equality of opportunity and foster good relations between those who share a protected characteristic and those who do not.
- 12.3 There are no specific equalities implications. The service is mindful that elderly and other less-abled residents may be more prone to slips and trips on wet or slippery leaves than some residents.

## **13. SOCIAL VALUE IMPLICATIONS**

- 13.1 As the recommendations made in this report do not relate to the award of a public service contract, the measurement of 'social value' as required by the Public Services (Social Value) Act 2012 need not be applied, although equalities implications and opportunities are identified in the relevant section at paragraphs 12.

## **14. HUMAN RESOURCE IMPLICATIONS**

- 14.1 N/A

## **15. APPENDICES**

- 15.1 Appendix 1 - Streets identified on the leafing schedule as requiring additional leaf clearance.

## **16. CONTACT OFFICERS**

- 16.1 Chloe Hipwood  
Service Manager for Waste and Recycling
- 16.2 Andrew Mills  
Service Manager for Grounds Maintenance
- 16.3 Fiona Timms  
Risk Manager
- 16.4 Gavin Ramtohal  
Contracts Solicitor

**17. BACKGROUND PAPERS**

- 17.1 Contract documentation for both Veolia Environmental Services Plc and John O'Conner Grounds Maintenance Ltd.