

FREEDOM OF INFORMATION REQUEST RECEIVED 20/04/2018

Port St Mary Commissioners have recently (this week) announced the cessation of kerbside recycling in the village with immediate effect, citing increased costs and other demands issued by the contractor as the reason. No further details have been given. I believe the rate payers have a right to this information as we are now paying / have paid rates for a service we are no longer receiving. I am aware that this is a commercial contract, however it is a commercial contract that has now been reneged by the contractor at their choice.

I believe the thrust of the recent decision notice issued by the Information Commissioner on the 16th March 2018 with regards the disclosure of commercial information is applicable in this case, for exactly the same reasons as listed in that notice (https://www.inforights.im/media/1499/2017_0007_departmentofinfrastructure_16march2018.pdf).

I would therefore like to request the following...

1. The full detail of the contract with the private contractor who was undertaking the collection up to the point of the cessation this week. I have been informally informed this was Middle Park Recycling Ltd though I do not know if that is correct.
2. Please include the terms and rates of payment i.e. where they paid per household, per collection, per tonne of material handled, a flat rate for the service as a whole or another format? Was this paid monthly, annually or per collection?
3. Please clarify if the contract included any allowance for variations to reflect the value of the material collected.
4. Please provide a copy of any correspondence between the contractor and the local authority which includes any of the demands that have led to the cessation of the service.

REPLY

1. Middle Park Recycling Limited is confirmed as the previous contractor. Full detail of the contract is deemed as being a qualified exemption under section 30 – Commercial Interests.
2. Terms of payment were agreed as a flat rate to be invoiced in arrears at the end of each quarter. The rates of payment are deemed as being a qualified exemption under section 30 – Commercial Interests.
3. The contract did not allow for variations to reflect the value of the material collected.
4. Verbal meetings were held to discuss this matter. Any written correspondence we have contains financial arrangements and is deemed as being a qualified exemption under section 30 – Commercial Interests.

Please be aware that the above exemptions have only been applied due to the Board's agreement to issue Expressions of Interest and run a tender process for the contract in question. The release of financial information from the contract in question could prejudice the commercial interests of the company named and will also have an effect on the contract being tendered for.

The Board also consider this information to be time sensitive after the tender process has been completed, the information would not be deemed as exempt any longer.