Port
Regional
Council
Kunsill Reġjonali Port

97, Triq Santa Marija,
Ħal Tarxien, TXN 1708
27040492 Kunsill Reġjonali Port

Laqgħa Reġjun Port - Nu 39/2024 tar-Raba' Amministrazzjoni

Data: It-Tnejn, 30 ta' Settembru 2024

Ħin: 17:30

Bdiet: 17:50

Post: Uffiċju Amministrattiv Reġjun Port

Chev Paul Farrugia	President		Reġjun Port	Preżenti
Is-Sur Marco Agius	Sindku		Kunsill Lokali Bormla	Preżenti
Sur John Boxall	Sindku		Kunsill Lokali Birgu	Preżenti
Sur Clayton Cascun	Sindku		Kunsill Lokali Fgura	Preżenti
Sur Nigel Holland	Sindku		Kunsill Lokali Floriana	Preżenti
Sur Clive Pulis	Sindku		Kunsill Lokali Isla	Preżenti
Sur Wayne Aquilina	Sindku		Kunsill Lokali Kalkara	Skużat
Sur Jason Silvio	Sindku		Kunsill Lokali Paola	Preżenti
Sur Joseph Abela Galea	Sindku		Kunsill Lokali Tarxien	Preżenti
Sur Olaf McKay	Sindku		Kunsill Lokali Valletta	Skużat
Sur Neil Attard	Sindku		Kunsill Lokali Xgħajra	Skużat
Sur Jorge Grech	Sindku		Kunsill Lokali Zabbar	Preżenti
Sa Lianne Cassar	Aġent Segretarju Eżekuttiv	Deputat	Reġjun Port	Preżenti

39.1 Ittri ta' Apoloġija

39.1.1 Il-President semma li s-Sur Neil Attard, is-Sur Olaf McKay u s-Sur Wayne Aqulina talbu li jkunu skużati peress. Fuq proposta tal-President issekondata mis-Sur Clive Pulis, tniżlu bħala skużati.

39.2 Approvazzjoni tal-Minuti Laqgħa Nu.38

39.2.1 Il-President ippreżenta l-minuti hekk kif mibugħtha mill-Aġent Deputat Segretarju Eżekuttiv. Fuq proposta tal-President issekondata mis-Sur Jorge Grech, il-Kumitat approva l-minuti hekk kif preżentati.

39.3 Approvazzjoni Skeda tal-Pagamenti Nu 33

39.3.1 Fuq proposta tal-President li ġiet issekondata mis-Sur Jorge Grech u s-Sur Clive Pulis ġiet approvata l-iskeda ta' pagamenti għall-perjodu ta' bejn is-27 t' Awwissu 2024 u t-30 ta' Settembru 2024 li kienet tammonta għall-€307,897.97.

39.4 Punti maħruġa mill-Minuti Nu 38

Port
Regional
Council
Kunsill Reġjonali Port

39.4 Punti maħruġa mill-Minuti Nu 38

39.4.1 Belt Kulturali Ewropea

Il-President spjega li l-MoU mal-Fondazzjoni Kottonera ġie ffirmat kif ukoll il-fondi ġew trasferiti. Il-President semma li ser ikun laqgħa mal-persuni involuti kif ukoll mas-Sindki ta' kull lokalita'.

39.5 Komunikazzjoni oħra

39.5.1 Laqgħa ġewwa Berlin

Is-Sur John Boxall stieden lill-President sabiex flimkien miegħu kif ukoll mas-Sur Rupert Cefai jattendu għall-konferenza ġewwa Berlin. Semma li din il-konferenza hija relatata mal-Belt Kulturali Ewropea u għaldaqstant kien xieraq li mas-Sindku u l-President ikun hemm ukoll il-persuna li qed tieħu ħsieb il-kitba tal-Bid Book. Semma wkoll li l-Kunsill Loakli tal-Birgu ser ikopri l-ispejjeż tal-ivjaġġar tas-Sur Cefai.

39.5.2 Immaniġjar tal-iskart

Il-President semma li bħala Reġjun iċ-ċekk li kien approvat fil-laqgħa t' Awwissu nli kien jinkorpora l-ispejjeż tal-ġabra ta' Lulju inżamm u ma ntbgħatx lill-kollettur mill-ewwel.

Semma li sadanitant ir-Reġjun bagħat ittra legali lill-kuntrattur bil-punti kollha li s-Sindki ġibdu l-attenzzjoni tagħhom u li kellu jibda jaħdem mill-aktar fiss sabiex ikun konformi ma' dak li jispeċifika l-kuntratt.

Is-Sur John Boxall semma li qed ikun hemm stanza fejn il-vettur titbgħattal mill-boroż quddiem il-Knisja tal-Lunzjata, jitħallew il-boroż hemm imbgħad jerġa' jiġi għalihom.

Is-Sur Nigel Holland saħaq li għandhom ikollhom bibs bl-emblema tar-Reġjun.

Il-President semma li mill-invoice tal-ispejjeż tal-ġabra t' Ottubru anki fuq parir legali tal-avukat tar-Reġjun wieħed ikun jista' jibda jimmulta lill-kuntrattur. Il-President semma li fid-dawl li l-kuntrattur jieqaf jopera kull Sindku jrid ikollu pjan ta' kontinġenza ta' kif ser jitkompla l-operat. Is-Sur Boxall wera d-dispjaċir tiegħu li xi ħaġa li kien ijlu jaħdem fuqha u li kienet tiffunzjona tneħħiet mir-responsabbilita' tal-Kunsill f' ħakka t' għajn, għaldaqstant huwa esiġa li l-pjan ta' kontinġenza għandu jiġi min minn ħa dawn id-deċiżjonijiet.

Il-President semma li l-kuntrattur issottometa r-risposta tiegħu ftit minuti qabel il-laqgħa. Kopja tal-ittri annessi mal-minuti u immarkati bħala Dok A.

Port
Regional
Council
Kunsill Reġjonali Port

39.5.3 Skola ta' Snajja

Is-Sur Marco Agius wera x-xewqa li r-Reġjun flimkien mal-Kunsilli Loakli jaħdem sabiex tinfetaħ skola ta' snajja li l-istess persuni wara li jkunu trawmu jibqgħu jaħdmu mal-Kunsilli Lokali. Wara diskussjonijiet interni qabluli minkejja lihija idea tajba hiaj wkoll sfida sabiex ir-Reġjun ikopri l-ispejjeż kif ukoll kif ser jimpjega dawn in-nies kollha miegħu.

39.5.4 Fondazzjoni Kottonera

Il-President semma li rċieva talba sabiex ir-Reġjun ikun jista' jikkollabora mal-Fondazzjoni Kottonera sabiex issir New Year's Eve 2024.

Is-Sindki tal-Kottonera li kienu preżenti spjegaw li wara laqgħa li kellhom mal-Fondazzjoni fil-preżenza tal-Ministru l-Onor. Owen Bonnici kif ukoll is-Segretarju Parlamentari għall-Gvern Lokali minħabba sfidi ta' riżorsi finanzjari, il-Kunsilli kellhom jiddeċiedu li jħallu din l-attivita' sabiex tkun organizzata mill-Fondazzjoni Kottonera. Is-Sur Boxall semma li kontra dak li xtaq hu jidher li ser tkun ukoll qed tinbidel iż-żona fejn oriġinarjament kienet tkun organizzata. Semma li fuq proposta tal-Fondazzjoni l-attivita' ser timxi ġewwa l-Birgu.

Is-Sur Boxall talab lill-President li meta jkollu stedina għal xi laqgħa mal-Fondazzjoni, jixtieq li huwa jkun infurmat sabiex ikun jista' jattendi.

Il-President spjega li mill-qagħda finanzjarja tar-Reġjun, ma jistax ir-Reġjun joħroġ aktra spejjeż li huma relatati ma' attivitajiet tal-lokalitajiet. Semma li kull lokal diġa ngħata l-possibbilita' li jieħu fond ta' €12,500 mir-Reġjun. Għaldaqstant, kien hemm qbil li l-Fondazzjoni tkun notifikata li r-Reġjun ma jistax ikopri spejjeż ta' din l-attivita'.

39.6 Aġġornament

39.6.1 Il-Laqgħa ġiet fi tmiemha għall-ħabta tas-sebgħ ta' filgħaxija. Il-Membri qablu li għandhom jaġġornaw u jerġgħu jiltaqgħu nhar l-Erbgħa, 30 t' Ottubru 2024 fil-18:00 fl-Uffiċju tar-Reġjun.

Chev Paul Farrugia
President Reġjun Port

Lianne Cassar
Aġent Deputat Segretarju Eżekuttiv

Dok A.

EMA
Emmanuel Mallia and Associates
ADVOCATES

To

Galea Cleaning Solutions JV

Casa Galea

Triq il-Kappella ta' San Maria,

Magħtab Naxxar, Malta

RE: Provision for Household Waste Collections Using Low Emission Vehicles in Port Region.

I am writing upon instructions and on behalf of the PORT REGIONAL COUNCIL of 97, St. Mary's Street, Tarxien, Malta.

Reference is being made to the Contract with reference number CT2137/2022 and to the ongoing communication between the parties. It is clear that the Contractor have failed to adhere to various obligations including the following:

Section 1 - Article 5 (2): Subcontracting Proportion

Kindly note that in order for any portion of the tender to be sub-contracted, such intentional need to be made clearly at tendering stage. Furthermore, subcontracting is not automatic but needs the review and approval of the Contracting Authority. At the moment the sender is aware that the Contractor have there (3) entities operating as sub-contractors.

Section 3 - Article 3 (1)(2): Assumptions and Risks

It is being reminded that the Contractor have to operate in a diligent manner with due care to third party property as to cause minimal inconvenience to the residents. Furthermore, the Contractor have to provide to the employees the proper health and safety attire, along with making sure that safe practices are always being implemented.

61, Msida Court,
First Floor
Msida Seafront
Msida MSD9043

www.emaadvocates.com
info@emaadvocates.com

+356 2122 2912
+356 2122 1001
+356 2123 4322

Section 3 - Article 4: Scope of Work

Kindly note that in line with the scope of works all alleys must be serviced every day, along with ensuring that the works are carried out in adaptation to any road works being conducted. The latter it is the Contractor responsibility to ensure that the streetscape is preserved and unlettered with bagged or loose waste awaiting collection.

Section 3 - Article 4 – sub-article (4.2.2): Waste Collection Timing

It is of utmost importance that the collection time is adhered to scrupulously, that is, it is the Contractor obligation and responsibility that the collection timings for each street must be to the satisfaction of the Regional Council. It has to be ensured that the waste is collected at the time specified for the waste collections, that is from 9am till 5pm. There have been repeated instances whereby waste has been collected outside these parameters, or not collected at all.

Unless there is specific authorisation in writing, no collection may start before 7am. The latter includes also any preparatory work for waste collection.

Section 3 - Article 4 – sub-article (4.2.4): General Operational Requirements

The Contractor are being reminded that it is the Contractor responsibility to provide the Contractor employees (in this case waste collectors) with the proper training, supervision, working methods and equipment, amongst others, and this to ensure that the collection is made in a safe environment and to minimise the spillage of waste or the removal thereof.

If the Contractor provides an area with Bulk Bins, as is the case of the Verdala Barricks, the contractor shall collect the bins, empty them and return them in the designated. Something which is not being done on a regular basis.

Further, as the Contractor you are being reminded that you had to implement a Complaint System shared in real time with the Regional Council, along with providing frequent report to the Regional Council.

The Contracts also needs to ensure that every waste collection vehicle needs to have a sharps container designed to provide for a safe storage and transfer of sharps to a designated disposal point.

Furthermore, it is the Contractor's responsibility to ensure that that waste collection vehicles are parked in designated areas to prevent odour and noise nuisance to residents, along with ensuring that the waste collection vehicle is always in a state of good maintenance and cleanliness. There have been complaint, specific from Isla that the waste collection vehicle is emanating string odour and creating noise nuisance.

Section 3 - Article 4 – sub-article (4.2.7): Household Waste Collection

CHECK WITH LEANNE RE_ VERDALA BARRICKS

The Contractor is hereby being reminded that any bins and bags need to be carried out of basement, if any. No waste so pulled up may cause hindrance to pedestrians or vehicles, along with that any waste cannot be pulled up for more than 15 minutes before the arrival of the waste collection vehicle.

Further, the Contractor needs to get acquainted with the waste collection area, this to ensure a smooth collection process when there are road work or anything similar.

Section 3 - Article 4 – sub-article (4.2.8): Service, Plant and Machinery

The vehicles used are of utmost importance to ensure a proper service. The Contract is obliged to allocate the proper funding to satisfy its obligation under this contract. Here particularly emphasis is being made for the localities of Cospicua, Isla and Birgu whereby the Contractor has failed to allocate the necessary funding.

Each workplan needs to be assigned different vehicles, that is, the same cannot be used over the same period. In relation to the latter, the collection vehicle needs to have on both sides the name and contact number of the Regional Council.

All vehicle, as explained beforehand need to be kept in a state of proper maintenance both mechanically and also the external appearance.

Section 3 - Article 4 – sub-article (4.2.9): Service Vehicle Type and Minimum Requirements

Kindly note that to date, no copies of the logbooks of all collection vehicles have been forwarded to the Contracting Authority. Apart from the latter, there are still missing the Environmental and Resources Authority (ERA) registrations, licences and the insurance policies. All vehicles need have the specifications listed in the Contract. Also, as a minimum 10% of the fleet need to be all electric, apart from which the Contractor needs to ensure that it has enough backup vehicles to not disrupt the collection process in case of any fault to any collection vehicle.

The vehicles need to be able to collect waste in all types of streets, thus they need to access the roads with ease, that is, the contract is obliged to have in its fleet collection vehicles that are easily manoeuvrable in narrow streets. All vehicles in the fleet need to be equipped with onboard GPS and a DVR System.

The Contract needs to comply with all of the above by not later than the beginning of the year 2025.

Section 3 - Article 4 – sub-article (4.2.11): Weighing System

The Contract has failed to implement the weighing system as indicated in the Contract. The latter is creating a disparity, in relation to the waste collected between regions.

Section 3 - Article 4 – sub-article (4.2.16): Customer Support Services and Complaints handling.

The Contractor is obliged to set up a dedicated customer service. It is highly important. Unfortunately, the Contractor has not even started to implement this obligation.

The Customer Services Department had to be set up at the time of the start of services, thus this is long overdue. This needs to be rectified with immediate effect.

Section 3 - Article 6 – sub-article (6.1.2): Customer Support Services and Complaints handling.

In relation to the above, the Contract is obliged to make sure that it has enough head count in order to deliver the service effectively, including administrative staff.

As to the waste collection staff, as mentioned earlier, they need to have adequate apparel. The Contracting Authority is bringing to your attention that nothing has been implement in regard to the uniforms.

Section 2 - Article 19 (8): Delays in Execution

The Contractor is being advised that all of the above may incur penalties in line with the Contract. Apart from the above such breach may incur the ultimate penalty, that the rescindment of the Contract with its legal consequences.

In view of the above should the breach not be remedied within thirty (30) days from the receipt of the present letter, the Contracting Authority shall have no other option but to take all the necessary steps to safeguard its rights at law, and this without any pre-advice.

As to be informed.

With expenses.

Avv. Dustin Camilleri

cc. Valletta
Floriana
Paola
Fgura
Tarxien
Zabbar
Xghajra
Birgu
Cospicua
Isla
Kalkara

michaelkyprianou
Law Firm

MK Business Centre, 115A, Floor 2 Valley Roa
BKR 9022, Birkirkara, Ma
T. +356 2016 1010 | infomalta@kyprianou.cc

30th September 2024

Emnanuel Mallia and Associates Advocates
61 Msida Court
First Floor
Msida Seafront Msida MSD 9043
Attn: Dustin Camilleri

Dear Colleague

Re: Provision for Household Waste Collections Using Low Emission Vehicles in Port Region

I write to you on behalf of Galea Cleaning Solutions JV ("GCS") in response to your undated letter on the subject in caption.

In general terms, GCS disputes that it is breach of any particular contractual obligation. That said, GCS remains open and available to discuss the matters raised in your letter.

Section 1 – Article 5(2) Subcontracting Proportion

Your comment is noted. For the sake of completeness, it is stated that GCS asked for permission to subcontract a portion of this contract by means of an email dated 28th December 2022. Your client will be aware that GCS was asked to deploy work on this contract at very short notice, with the contract being signed on the 29th December 2022, and execution of the contract starting in very early January 2023, and therefore my client was unable to perfect the subcontracting in time for contract commencement.

My client will be following the direction received in response to his email dated 28th December 2022 to perfect the subcontracting at issue.

Section 3 – Article 3(1) (2) Assumptions and Risks

The allegation under this heading is generic and does not contain a clear explanation of the manner in which your client considers that GCS is not complying with the contract. As such, therefore, GCS is at this point not able to address this point other than by stating that GCS is aware of its obligation to cause minimal inconvenience to residents, as well

MK Business Centre, 115A, Floor 2 Valley Roa
BKR 9022, Birkirkara, Ma
T. +356 2016 1010 | infomalta@kyprianou.cc

as to comply with heath and safety attire requirements. GCS endeavours continuously to comply with its contractual obligations, and so complies materially in all respects.

Section 3 – Article 4 Scope of Work

GCS is aware of its obligations in this regard, and indeed effects collections as required contractually. For the sake of completeness, GCS notes that at times residents take out waste later than required and/or take out the waste not due for collection on the day at issue. GCS cannot be held responsible for non-collection of such items.

Section 3 Article 4 – sub-article (4.2.2): Waste Collection Timing

Waste collection is carried out – in so far as logistically possible taking into account traffic, road closures and other logistically unpredictable events – within the contractually agreed time-frames. GCS would like to point out that the high incidence of traffic on certain days, as well as congestion encountered at Wasteserv waste depots cause delays for which GCS cannot be held responsible.

Section 3 – Article 4 – sub-article (4.2.4) General Operational Requirements

GCS materially complies with the contractual requirements set forth in this heading.

In so far as the Bulk Bins are concerned, these are emptied in the manner and on the days as agreed with the relevant Local Council. GCS of course remains open to discuss this issue further if the frequency of Bulk Bins emptying does not meet current requirements.

In so far as complaints are concerned, GCS would highlight that complaints are addressed in real time via various whatsapp groups shared – and indeed opened on the initiative of – the various stakeholders. Complaints have therefore, since the inception of the Contract, been resolved through these whatsapp groups, with reporting of complaints resolution also being provided through these groups. GCS remains open to discussing if the Region would prefer adopting another platform for complaints handling. Furthermore, GCS will in the short term (in less than a month) employing an additional person to assist with complaints handling and resolution.

In so far as sharps are concerned, vehicles currently carry a container in which sharps can be deposited, though GCS would clarify that in general terms this is not a problem which is frequently encountered.

MK Business Centre, 115A, Floor 2 Valley Roa
BKR 9022, Birkirkara, Ma
T. +356 2016 1010 | infomalta@kyprianou.cc

In relation to your last point, GCS notes that in general terms vehicles are maintained and cleaned as required by the contract. The specific incident that you mentioned will be investigated and remedied as required.

Section 3 – Article 4 – sub-article (4.2.7) Household Wase Collection

In relation to your point relating to the collection of waste from basements, GCS would welcome a meeting on this matter to clarify your client's expectations on this matter. In relation to the piling of waste, GCS endeavours to pile waste not more than 15 minutes prior to vehicle arrival, however at times this is not possible due to road closures, traffic issues and other logistical matters. Whilst GCS is well acquainted with the area in question, many road closures are unplanned and unannounced, and therefore it is not always possible to adopt measures to mitigate these matters.

Section 3 – Article 4 – sub-article (4.2.8): Service, Plant and Machinery

GCS would highlight that the vehicles utilised to provide the services are as stated in GCS's tender offer. GCS has also in fact deployed a number of newly acquired vehicles to service this region.

In the short-term, contact details, logo and name of the Regional Council will be placed on the trucks. In this respect, I would ask your client to forward to GCS the necessary artwork (logo) for this purpose, so this may be actioned within the next six weeks.

Section 3 – Article 4 – sub-article (4.2.9): Service Vehicle Type and Minimum Requirements

In relation to logbooks and ERA permits, I am informed by my client that these were supplied to Ms Leanne Cassar shortly following commencement of contract execution. These can of course be supplied, along with the other documents, once more if required.

In response to your point on the use of electric vehicles, my client confirms that the fleet of vehicles used meets this requirement. Furthermore, the fleet of vehicles used comprises small vehicles which are utilised in narrow streets and alleys . All vehicles are equipped with GPS and DVR.

My client is willing to meet you to discuss the above as is required.

michaelkyprianou
Law Firm

MK Business Centre, 115A, Floor 2 Valley Roa
BKR 9022, Birkirkara, Ma
T. +356 2016 1010 | infomalta@kyprianou.cc

Section 3 – Article 4 – sub-article (4.1.11): Weighing system

My client's understanding of tender requirements is that *"On-board weighing systems for refuse collection vehicles must be installed in all collection vehicles to be used when such vehicles collect waste across multiple localities."*

My client meets this tender requirement.

Section 3 – Article 4 – sub-article (4.2.16) Customer Supper Services and Complains Handling

To date, complaints have been handled mainly via whatsapp groups set up by the various stakeholders at contract commencement, and have in the GCS's view worked well for the handling of various complaints and issues. That said, GCS is in the imminent future employing an additional customer care representative and will be happy to explore other platforms for addressing customer complaints if whatsapp no longer remains an option.

Section 3 – Article 6 – sub-article (6.1.2) Customer Support Services and Complaints Handling

Your point is noted. In general terms, employees use uniforms though there may be instances when certain employees attend work without the requisite uniform disciplinary steps are taken against such employees as is required.

Section 2 – Article 19(8) Delays in Execution

My client feels that the imposition of penalties would be unwarranted in the circumstances. My client remains at your full disposal to meet for the purposes of discussing all of the concerns highlighted in your letter.

Yours Sincerely

Adrian Mallia