

EXTRAORDINARY CABINET

MONDAY 17 DECEMBER 2018

10.00 AM

Bourges/Viersen Room - Town Hall

Contact – philippa.turvey@peterborough.gov.uk, 01733 452268

AGENDA

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Exclusion of Press and Public

In accordance with Standing Orders, Members are asked to determine whether the exempt annex relating to item 4, Local Authority Trading Company (LATCo), which contains exempt information as defined by Paragraph 3 of Schedule 12A, Part 1, Local Government Act 1972, should be exempt and the press and public excluded from the meeting should this annex be discussed, or whether the public interest in disclosing this information outweighs the public interest in maintaining the exemption.

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*Any agenda item highlighted in bold and marked with an * is a 'key decision' involving the Council making expenditure or savings of over £500,000 or having a significant effect on two or more wards in Peterborough. These items have been advertised previously on the Council's Forward Plan (except where the issue is urgent in accordance with Section 15 of the Council's Access to Information rules).*

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CABINET	AGENDA ITEM No. 4
17 DECEMBER 2018	PUBLIC REPORT

Report of:	Pete Carpenter, Acting Corporate Director of Resources	
Cabinet Member(s) responsible:	Cllr Marco Cereste, Cabinet Member for Waste and Street Scene	
Contact Officer(s):	Pete Carpenter, Acting Corporate Director for Resources	Tel.01733 452520

Local Authority Trading Company (LATCo)

R E C O M M E N D A T I O N S	
FROM: Cabinet Member for Waste and Street Scene	Deadline date: 7th December 2018
<p>It is recommended that Cabinet:</p> <ol style="list-style-type: none"> 1. Adopts the Business Plan of Peterborough Limited. 2. Approves the Governance structure and arrangements described in section 4 of this Report for the purposes of formal oversight of the Council's companies and organisations 3. Recommends to Full Council the changes to the Executive Delegations and agrees the Terms of Reference and functions of a Shareholder Cabinet Committee, and amendments to the Audit Committee's Terms of Reference and the Executive Procedure Rules set out in Appendix B of this Report. 4. Approves the amendment of Peterborough Limited's Articles of Association to adopt the list of reserved matters as set out in Appendix D. 5. Delegates to the Leader, after consultation with the Chief Executive, the appointment of the Council's officer nominees to represent the Council on the Peterborough Limited Board. 6. Delegates to the Leader, after consultation with the Chief Executive, any future changes to the appointment of nominees to represent the Council on the Peterborough Limited Board. 7. Agrees to indemnify the Council's nominees to the Peterborough Limited Board under the Local Authorities (Indemnities for Members and Officers) Order 2004. 8. Approves the terms of the suite of documents including a loan agreement, services agreement, support services agreement, property documentation, pension and employment documentation to be extended or agreed to with or in connection with Peterborough Limited by the Council and delegates authority to the Director of Law and Governance in consultation with the Director of Resources and relevant Service Director to make decisions and enter into legal agreements necessary to give effect to these arrangements. 9. Notes the budget implications of these changes as detailed in section 9.1 of this Report, and that they are reflected in the Council Medium Term Financial Strategy for agreement in the February 2019 Cabinet meeting. 	

1.	ORIGIN OF REPORT		
1.1	The Medium Term Financial Strategy (MTFS) 2017/18 – 2026/27, presented to Council on 8 March 2017, included a proposal for the Council’s current contract for services with Enterprise Managed Services Limited (EMS) to terminate by mutual agreement and for the Council to consider alternative ways of providing those services.		
1.2	Cabinet decision DEC17/CAB/76 authorised the entering into a Deed of Termination relating to the Council’s contract for services with EMS. That contract will currently terminate on 1 February 2019.		
1.3	Cabinet decision “Approval of future arrangements for the existing Enterprise Managed Services contract” KEY/11JUN18/04 approved the creation of a local authority trading company now named Peterborough Limited (the “Company”) to operate all services currently performed under the EMS contract from 2 February 2019.		
2.	PURPOSE AND REASON FOR REPORT		
2.1	The purpose of this report is to seek approval from Cabinet of the Company’s Business Plan and the efficacy of its proposed trading arrangements from 2 February 2019 and to make changes to the Council’s own constitutional arrangements to ensure effective oversight and contract management of the Company and other Council external organisations.		
2.2	This report is for Cabinet to consider under its Terms of Reference No. 3.2.1, ‘To take collective responsibility for the delivery of all strategic Executive functions within the Council’s Major Policy and Budget Framework and lead the Council’s overall improvement programmes to deliver excellent services.’		
2.3	There is an exempt annex attached to this report that is NOT FOR PUBLICATION by reason of paragraph 3 of Schedule 12A of Part 1 of the Local Government Act 1972 because it contains commercial information. The public interest test has been applied to the information contained within this exempt annex and it is considered that the need to retain the information as exempt outweighs the public interest in disclosing it.		
3.	TIMESCALES		
	Is this a Major Policy Item/Statutory Plan?	NO	If yes, date for Cabinet meeting 17 December 2018
4.	BACKGROUND AND KEY ISSUES		
4.1	<p>This report sets out:</p> <ul style="list-style-type: none"> ● how the Company will operate in terms of: <ul style="list-style-type: none"> ● governance arrangements (Members and Officers); ● the services that will be delivered and how they will be measured; ● the interactions with the Council and the rules that govern this. ● how the Company will deliver those Services; ● the Council’s evaluation and view of: <ul style="list-style-type: none"> ● the Company’s delivery plan; ● the valuation of assets and liabilities being transferred to the Company; ● the appropriateness of the Company’s Migration and Mobilisation plans. ● how the budget is established to include for the Company for approval in Tranche 3 of the MTFS process; ● the detail required in items 5 and 6 of the July Cabinet Report KEY/11JUN18/04. 		

4.2 Governance Arrangements

The Council will establish a governance framework to demonstrate that it is clearly managing its differing responsibilities, as both an owner and separately as client of the Company. Such governance will demonstrate that :

- The Council is acting in an open and transparent manner in respect of the Company's business
- Objectives of the Council and the Company are being delivered
- Performance and risk are managed
- The extent of delegation to any directors and client officers is clear
- There is transparency around key Council decisions
- Clear separation of owner and provider functions

To this extent, the Council has obtained external legal advice from Bevan Brittan, which is set out in more detail in the legal implications section below, and has considered how a potential governance structure could operate to show clear and effective Council governance and oversight of the Company. The chart at Appendix C illustrates this proposed governance structure: the key functions of each level of the proposed governance options are :

A. Shareholder Cabinet Committee

A new overarching Shareholder Cabinet Committee made up of 5 members would be formed with decision making and advisory powers. The Shareholder Cabinet Committee will be a sub committee of Cabinet so it will have the power to make decisions on behalf of the Cabinet in relation to Peterborough Limited and the Council's other organisations such as partnerships and charities.

While the Cabinet would be responsible for making decisions relating to :

- a) establishing new companies, partnerships or charities
- b) decommissioning or winding up of existing companies, partnerships or charities
- c) determining the articles of association
- d) determining Council's share ownership
- e) determining investments of funds or assets
- f) determining any loans to the companies
- g) identifying reserved matters such as to appoint or dismiss directors.
- h) Scheme of delegations to Shareholder Cabinet Committee

The Shareholder Cabinet Committee would be responsible for making decisions relating to:

- a) approving the Company's Business Plans
- b) the Company's Performance and financial delivery against Business Plan
- c) The exercise of decisions over Reserved matters where delegated by Cabinet
- d) recommendations to Cabinet for investment of funds, assets or loans to the Company.
- e) review reports of the Company prior to submission to the Audit Committee
- f) managing interactions between the Council and the Company, and the Council's other organisations such as partnerships and charities
- g) Delegation of functions to Council officers in a new in-house Smart client team to increase commercial flexibility to act as interface with the Company.

The benefits of adopting the structure and responsibilities set out in Appendix C are:

- effective protection for the Council against potential poor performance and excessive risk, meeting Teckal requirements, timely decision making,
- 3 tier split decision making in order to reflect and manage the Council's differing responsibilities as owner and a client,
- it monitors the Company's (and other Council organisations) interaction with the Council and with each other to recommend to Cabinet,
- it is in accordance with Bevan Brittan's advice

While there is a risk that under this structure decision making is limited to members on the Shareholder Cabinet Committee, this can be mitigated by requiring key decisions relating to share ownership, financial investments and reserved matters to be approved only by Cabinet. The Council's Monitoring Officer and Section 151 Officer will provide support to the Shareholder Cabinet Committee. In addition, the decisions made by the Shareholder Cabinet Committee will be reviewed by the Audit Committee and the Scrutiny Committee for Growth, Environment and Resources.

B. Company Board

Council appointed Company directors will be responsible for:

- Acting in the statutory role of a company director with fiduciary duties to the Company, acting in the best interest of the Company
- Operational control of the company
- Developing and delivering the Business Plan to the Council
- Regular reporting on progress of the Business Plan to the Council

In order to avoid conflicts of interests and accusations of predetermination and bias as highlighted in Bevan Brittan's advice it is recommended that Board Directors should not be officers holding direct responsibility for matters on which the Council needs to retain unfettered decision making ability. In accordance with Bevan Brittan's advice, any Council officer appointed to the Company Board will not be officers who also hold responsibility for statutory or executive duties in the Council.

C. Audit Committee

It is proposed that the existing Audit Committee will review the financial activity on a quarterly basis of all Council companies including the Company. The Audit Committee terms of reference need to be adjusted slightly for this but overall the Committee has powers to require Cabinet to make changes and their remit is the financial health of the Council and ensuring all risk is appropriately managed. Further details are set out in Appendix C.

D. Establishment of a "Smart" Client Team

There is a requirement for the in-house client management team to act as the interface between the Council and the Company, to act in the best interests of the Council and with responsibility for ownership, management and delivery of a defined set of outcomes in the delivery of Services by the Company. These client officers will not be the same persons who sit on the Company Board.

The client officers will be responsible for:

- contract and project management
- commissioning service and negotiating and agreeing service agreements
- setting performance levels and service standards and monitoring performance against standards, payments, timelines and performance levels/indicators.
- managing changes to service delivery and performance and determining forward strategy.
- acting as first stop forum to consider matters which are outside the Business Plan.
- arranging and obtaining Council approvals through the Council's internal governance process (Contract Rules)
- acting in the Council's best interests

The benefits of setting up an in house client team are:

- i) Interface between the Council and Company Board
- ii) clear separation of client and provider functions
- ii) proper resource of client side functions to support the Company

E. Scrutiny

The Audit Committee, and Growth, Environment and Resources Scrutiny Committee will scrutinise the decision making of the Shareholder Cabinet Committee, and the performance of the Company in delivering the outputs of the Services Agreement.

Appointment of Director to the Company's Board

If Cabinet approves the recommendations set out above it is proposed the Council will need to appoint two non-executive members to the Board of Peterborough Limited.

4.3 The Services that will be delivered and how they will be measured

Services Included

- Waste Collection
 - Presently an alternate weekly collection system is in place for residual waste one week and mixed recyclables the following week with a weekly food waste collection across most of the Authority's area. Separately residents can opt into a paid for garden waste collection service, collected the same week as the recycling bin.

- Street Cleansing
 - A change from the original 'output specification' was developed as part of the requirement to reduce costs whereby areas are cleansed on a set frequency based on the intensity of usage. Increasing the area covered by 'low use' reduced the frequency and therefore intensity of the cleaning regime to cut costs. Ad hoc crews are available to cover service requests, graffiti and street washing and tackle fly tipping removal alongside scheduled cleaning visits.

- Buildings Maintenance
 - A multidisciplinary service which includes repair and upkeep of electrical, heating, air conditioning, gas, fire and intruder alarms as well as structural repairs and maintenance. The service also provides for the development and delivery of building extensions and new build for the Council across its services. A number of specialist providers are secured through this arrangement, e.g. lifting equipment.

- Building Cleaning
 - This service provide cleaning of Council buildings, including formal Council spaces like Council Chamber in Town Hall and office spaces like Sand Martin House, as well as other Council properties like multi storey car parks. Provision is also made for specialist service like window cleaning, deep carpet cleaning, pest control and toilet/kitchen cleaning, bin emptying etc.

- Grounds Maintenance
 - Includes grass cutting, shrub and planted bed maintenance, hanging baskets, cleaning of litter from planted areas, tree maintenance and planting. This service area covers general grassed areas, sports pitches, as well as formal parks including Central Park.

- In-House Schools Transport
 - Provision of buses for home to school transport, including Special Educational Needs (SEN) with additional staff to cater for service users specific needs.

Specification

- Appendix E sets out the present specifications

PI/KPI Arrangements and Levers

- Definition of what will be used
- See 'KPI's June 2018.xlsx'
- Definition on how this affects/controls delivery

4.4 The interactions with the Council and the rules that govern this

The Council expects the Company to operate using the following arrangements:

Roles and Responsibilities

- The Council shall provide the policy framework and strategic direction for the delivery of the Services within the Service Specifications. The Company shall work towards delivering against the Service Specification and Services Agreement. These will be updated on a yearly basis.

Appendix F sets out these arrangements for Legal Services, Human Resources & Payroll, and Finance. This includes the important information relating to the formation of the:

- Services Agreement
- Loan Agreement
- Property Agreements

as well as setting out how Peterborough Limited interacts with the Council and the standards expected by the Council.

4.5 The Company's Proposal

Peterborough Limited has delivered its detailed proposal for the delivery of the Services set out in Section 4.3 from the 2nd February 2019. The proposal included the following documentation:

- Business Plan 2019-2024 (Appendix A);
- Appendices to the Business Plan (Appendix A) including
 - 5 Year Financial forecasts;
 - Draft Mobilisation Plan;
 - Financial Regulations and Procedures;
 - Procurement Strategy and Contract Procurement Rules;
 - Draft Performance Indicators; and
 - PESTLE and SWOT analysis .

In addition, to assist the Council's evaluation of the proposal, further detailed financial and asset information was supplied.

The Business Plan and the supporting documentation is attached in the exempt annex to this report.

The Business Plan sets out how Peterborough Limited will deliver these services from the 2nd February 2019. The July Cabinet Report set out the reasons why the Teckal route had been taken by the Council for the delivery of these Services.

The Business Plan includes the Mission Statement, Vision and Values of Peterborough Limited.

Mission Statement

It is the mission of Peterborough Limited to provide high quality services to the residents and businesses of Peterborough in an efficient, effective, flexible and innovative way for the benefit of everyone who lives in, works in or visits our City.

Peterborough Limited aims to:

- Improve and maintain the delivery of high quality services for residents;
- Provide and grow commercial services that support local businesses, the proceeds of which will reduce the level of funding required from the Council in order to deliver services to residents;
- Encourage a culture where staff can flourish by providing support and development opportunities;

- Promote “Localism” whereby businesses purchasing services from Peterborough Limited know their spend will make a return that is invested in the City in which they operate, to the benefit of their employees and families. This will incentivise employees of Peterborough Limited to improve the quality of services delivered and drive business improvements that control cost in order to optimise the return that is invested in the City in which they live;
- Offer flexible services that meet the needs of a growing, vibrant and multi-cultural City;
- Deliver best value for money to the Council and its residents.

Vision Statement

Peterborough Limited’s vision is to support the aims of the Council in delivering high quality sustainable services in a socially responsible and environmentally friendly way. At the same time, it will maximise commercial opportunities that will provide funding for the Company, meaning reduced reliance on taxpayers’ funding that would in turn protect other valuable Council services.

Peterborough Limited will deliver the market opportunities through a Strategic Plan with 4 Phases:

- Phase 1 - Mobilisation and Stabilisation of the current offer up to 90 days after the 1st February “Go Live” date;
- Phase 2 - “Public Service Improvement” to February 2020 where Peterborough Limited will engage with Stakeholders to identify needs and improvements required to the service;
- Phase 3 - Profitable Revenue Growth from Existing Offers which will run in parallel to Phase 2 which will major on the themes of differentiation and localism; and,
- Phase 4 - Commercial Growth from New Business Activities which will start after 2 years.

The financial and resourcing requirements of Peterborough Limited and procedures required to deliver the present services are set out in the final sections. Overall, the following funding is required from the Council over the initial 5 years of operation:

- 2019/20 - £10,462,111;
- 2020/21 - £10,543,450;
- 2021/22 - £10,678,415;
- 2022/23 - £10,817,080;
- 2023/24 - £11,009,517.

These budgets will need to be included in the Council’s Medium Term Financial Plan. In addition, Peterborough Limited has plans in place to start to grow commercial income with the creation of a commercial budget to deliver these plans.

Present risks and how they are being mitigated are also included in the Business Plan.

4.6 The Council Assessment of the Company’s Proposal

An updated Business Case was provided for evaluation on the 22nd November. This included:

- The Business Plan 2019-23
- Appendices that set out:
 - Operating Budgets for 2019/20 through to 2023/24
 - A high level mobilisation Plan
 - Financial Regulations
 - A Procurement Strategy and Contract Procurement Rules
- Draft Performance Indicators
- A SWOT and PESTLE Analysis

In addition to this, and in order to undertake a full due diligence process, the Company also provided:

- Detailed Payroll detail
- Detailed analysis of vehicle costs and other assets to be transferred from Amey to Peterborough Limited

A full analysis of the Due Diligence is contained in exempt Appendix G

Business Plan - This analysis focuses on the present and the transfer of the Amey Services. There is a strategy in place to deal with this although, as is set out in the "Go Live" Section, there is also a requirement to see the detail and movement on key items.

From a financial viewpoint the numbers contained in the Operating Forecasts can be validated with a high degree of confidence around the significant inputs of staffing, vehicle & plant and external income for 2019/20. The purchase of the Refuse vehicle is budgeted in year 1 which could lead to capacity in years 2 and 3. There is still the requirement for a cash flow statement to ensure that the Loan amount will cover operational requirements.

It should be noted however that the delivery of the Services by Peterborough Limited will be an additional cost to the Council as the base budget is lower than both what is being paid to Amey at the moment for which additional budget has been agreed, and the proposed budget of Peterborough Limited. This is summarised in the table in Section 9.1.

Peterborough Limited has revised its Mobilisation Plan following a series of meetings and information exchanges with Amey on the 4th and 5th December. The main headings of this plan are:

- Executive Functions
- ICT
- Human Resources
- Operations
- Health and Safety

There will be significant movement on this in terms of risks as data transfer and agreements are still to be reached in a limited timescale with Amey. This will lead to a number of work-streams working in parallel which the requirement of input from both the Council and Amey over the next 7 weeks.

The Cabinet will be updated on the 17th December on progress against these timescales and the risks to the 2nd February "Go Live" date.

5. CONSULTATION

- 5.1 The Council continues to undertake consultation with relevant stakeholders including: trade unions, affected EMS staff, Cabinet Members and the Corporate Management Team.

6. ANTICIPATED OUTCOMES OR IMPACT

- 6.1 The anticipated outcome is one that allows a smooth transfer of services upon termination of the EMS/Amey contract which would provide better value and control than previously considered.

7. REASON FOR THE RECOMMENDATION

- 7.1 There is a requirement for the Council to carry out the services presently provided by Amey. The Amey contract currently terminates on the 1st February 2019 and at the moment the Council has agreed to transfer operation of these Services on the 2nd February 2019 to Peterborough Limited to ensure continuity of service to its stakeholders and customers.

8. ALTERNATIVE OPTIONS CONSIDERED

- 8.1 The alternative options available to the Council have previously been considered by Cabinet and are included in Cabinet Reports DEC17/CAB/76 and KEY/11JUN18/04.

9. IMPLICATIONS

Financial Implications

- 9.1 Sections 4.5 and 4.6 set out the Company proposals for the delivery of services and the Council's Due Diligence of those Proposals.

The table below sets out the requirements Peterborough Limited over the MTF5 period and compared to the budget presently in the MTF5. As such - additional budget will be required.

Year	2019/20	2020/21	2021/22
Base Budget	£9,594,231	£9,737,589	£9,737,589
Requirement	£10,462,111	£10,543,450	£10,678,415
Additional Budget	£867,880	£805,861	£940,826

Legal Implications

- 9.2.1 The Council has previously received legal advice regarding the creation of a Local Authority Company. This advice has been detailed in KEY/11JUN18/04 and as a result of this advice the Company is "Teckal" compliant in order to gain the "Teckal" exemption from needing to compete with other companies under procurement legislation, but is likely to be a contracting authority meaning that it should procure under EU rules.
- 9.2.2 In KEY/11JUN18/04 the Council confirmed that it would continue to obtain ongoing internal and external legal advice as necessary in relation to the Business Case supporting the creation of the Company and to ensure that the Company remains state aid and procurement compliant.
- 9.2.3 Since KEY/11JUN18/04 the Council has obtained external legal advice from Bevan Brittan on the best way to achieve an appropriate and effective governance framework. Key points from Bevan Brittan's advice are set out below :

"The Council needs to ensure that the governance framework is clear and that roles and responsibilities do not conflict. Conflicts could amount to a breach of statutory duty and/or result in legal challenge. Where conflicts cannot be avoided then they need to be properly managed.

In summary, the Council should look at how members and officers are involved in creating and managing the Company arrangements holistically:

Strategic decisions about the Council's involvement in the Company (for example, deciding which functions will be undertaken through the Company, how they will be provided and to what standards, approving the annual business plan and the strategy and direction of the Company and the funding, resourcing and other parameters of its operations, including monitoring of financial returns etc.)

Ownership – appointment of a shareholder representative to deal with shareholder consent requirements, such as the reserved matters set out in the Phase 1 Legal Advice (i.e. 'parent' approval of any transactions of a significant scale and matters outside of the agreed business plan).

Board representation – the Council will appoint the directors through its existing protocol at section at Part 3 Section 5 of the Constitution. The directors' role is primarily to promote the success of the Company. As this could bring a director into conflict with Council plans, policies and decision-making, directors should not be involved in taking decisions for the Council about the company when they are acting "Council-side". If they did so, then this could raise the perception of bias. Whilst this may not be a direct breach of the Council's "light touch" Members' Code of Conduct, such behaviour may nevertheless be inconsistent with the Principles of Public Life.

Planning and regulatory functions – the Council needs to ensure that decisions regarding the Company are not 'polluted' by the perception of bias and so Company directors must not participate in Council decisions relating to funding, permissions, licences, registrations and consents.

Commissioning as a recipient of services/ monitoring – ensuring that service specifications are clear and standards of service delivery and performance are received (for example, determining whether KPIs and other performance standards are met and what will be done to address problems in service delivery, ensuring that effective monitoring is undertaken and that the Council and the Company are on track for success).

Members therefore need to decide which interests they wish to pursue i.e. the company's interests as a Director and service provider; or the Council side as owner and/or manager of the Council's interests in the company, or potentially any planning and regulatory issues. It is not possible for one person to represent all of the interests set out above and failure to properly consider those interests could mean that the decisions of the Council are challenged which could cause expense and reputational damage for the Council and the companies concerned.

Elected members acting as directors would not have a Disclosable Pecuniary Interest (unless the company were to pay remuneration - which would need to be no higher than members' allowances and be accounted for in connection with the Council's scheme for members' allowances and offset)."

As a result of the Bevan Brittan advice, the Council has developed the Governance framework set out above, to regulate its relationship with the Company and other external organisations in which it has an interest.

Equalities Implications

9.3 There are no negative equalities implications.

Property Implications

9.5 The Council will enter into various licence and lease arrangements with the Company prior to 2 February 2019 in order to allow the Company to operate from Council premises.

HR Implications

9.6

- Currently the Council structure has a client side function, fulfilled by 2 posts, for the management of the current contracted service.
- It is essential that the account management governance structure is maintained which is supported by external legal advice. his function will remain in place, within the Council thereby giving no rise to TUPE regulations
- The initial mobilisation plan will require the Company to have in place a role that provides detailed knowledge of operational service issues from a Council delivery perspective and contribute to the success of the mobilisation plan.
- With this in mind, the current Head of Environmental Services Partnerships (*the Council's team*) has the depth of knowledge and experience required to support the mobilisation and therefore, an option is that the post holder undertakes a 6 month secondment to the Company to support this.

- If agreed, a secondment agreement will be created to protect all parties concerned.
- Appropriate steps will be taken to ensure that the Council is adequately resourced by backfilling as appropriate.

10. BACKGROUND DOCUMENTS

Used to prepare this report, in accordance with the Local Government (Access to Information) Act 1985

10.1 Cabinet Decision - KEY/11JUN18/04

11. APPENDICES

11.1 Appendix A - Peterborough Limited Business Plan (4.5) and Peterborough Limited Appendices A1, A2 and A3 (4.5)
Appendix B - Governance terms of reference (4.2)
Appendix C - Governance structure chart
Appendix D - Reserved Matters (4.4.1)
Appendix E - Service Specifications (4.3)
Appendix F - The Interactions with the Council and the rules that Govern this
Appendix G - Council Assessment of the Company's Proposal

Appendices A and G are included in the exempt annex to this report.

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of the Local Government Act 1972.

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Appendix B - Governance Terms of Reference

Addition to Executive Delegations

3.3.1 Shareholder Cabinet Committee (a Cabinet sub-committee)

Purpose

The Shareholder Cabinet Committee will meet four times a year, with more or less meetings to be arranged as necessary, with the agreement of the Chairman.

The Committee will have responsibility for the Council's companies, partnerships and charities including, but not limited to:

- (a) Peterborough Limited,
- (b) Blue Sky Peterborough,
- (c) Empower Peterborough,
- (d) Opportunity Peterborough,
- (e) Peterborough Investment Partnership LLP,
- (f) Medesham Home LLP,
- (g) NPS Peterborough Ltd,
- (h) Peterborough Museum and Art Gallery, and
- (i) The Mayor's Charity.

The Shareholder Cabinet Committee will act as a decision making body and an advisory body to Cabinet. Support and advice will be provided to the Shareholder Cabinet Committee by the Monitoring Officer and the Section 151 Officer.

Functions of the Shareholder Cabinet Committee

- (a) To approve company business plans of the Council's companies, partnerships and charities as required.
- (b) To monitor performance and financial delivery in line with the approved business plans.
- (c) To exercise decisions where delegated by Cabinet over "reserved matters" contained in the Articles of Association where company, partnership or charity is incorporated or a partnership agreement; for example to appoint/dismiss directors.
- (d) To make recommendations to Cabinet in relation to investments, loans and assets.
- (e) To manage interactions with the Council and the Council's companies, partnerships and charities, and with each other.
- (f) To review any reports in relation to the Council's companies, partnerships or charities prior to their submission to the Audit Committee.
- (g) To determine for each individual company, partnership or charity whether the Shareholder Cabinet Committee wishes to delegate any functions to the officers of the Council.

All other matters not falling within the remit of the Shareholder Cabinet Committee functions set out at a) to g) above will be referred to Cabinet for decision.

Functions Reserved to Cabinet

Cabinet will retain responsibility for the following functions in relation to the Council's companies, partnerships and charities:

- (a) The establishment of any new company, partnership or charity.
- (b) The decommission/winding up of existing companies, partnerships and charities.
- (c) The determination of Articles of Association.
- (d) The determination of the percentage share of ownership.
- (e) The determination of the investment of funds or assets.
- (f) The determination of any lending facilities to the Council's companies, partnerships and charities.
- (g) The determination of Reserved Matters for example appointment or dismissal of directors unless delegated to the Shareholder Cabinet Committee
- (h) Scheme of delegations to the Shareholder Cabinet Committee .

Membership

The Shareholder Cabinet Committee will comprise five Cabinet Members to be determined by the Leader annually. The Chairman and Vice-Chairman of the Committee will also be appointed by the Leader on an annual basis.

Addition to the Audit Committee Terms of Reference

To consider reports in relation to the performance of the Council's companies, alongside comments from the Shareholder Cabinet Committee.

Amendment to the Executive Procedure Rules

1.2 Delegation by the Leader

(c) the terms of reference and constitution of any executive committees, the names of Cabinet Members appointed to them, and the appointment of the Chairman and Vice-Chairman of any executive committee.

CABINET

Cabinet decisions (where Shareholder Cabinet Committee is used)

Decisions:

- a) Establish new companies, partnerships or charities
- b) Decommissioning or winding up of existing companies, partnerships or charities
- c) Determination of Articles of Association
- d) Determination of percentage of share ownership
- e) Determination of investment of funds or assets
- f) Determination of any lending facilities to the Council's companies, partnerships or charities
- g) Identify reserved matters eg appoint or dismiss directors
- h) Scheme of delegations to Shareholder Cabinet Committee

Audit Committee
To consider reports in relation to the performance of the Council's companies, partnerships and charities alongside comments from the Shareholder Cabinet Committee

Overarching Shareholder Cabinet Committee (new)

Scrutiny

Shareholder Cabinet Committee - Decision Making + Advisory

Membership: 5 Members of Cabinet appointed by Leader

Functions:

- a) Approve Business Plans
- b) Monitor performance and financial delivery in line with BP
- c) Act within powers delegated by Cabinet over reserved matters for example. appoint/dismiss directors,
- d) Recommend to Cabinet re investment/loans/assets
- e) Manage interactions with PCC and other PCC organisations
- f) To review reports in relation to the company, partnership or charity prior to submission to the Audit Committee
- g) To determine for each individual company, partnership or charity whether to delegate any of its functions to PCC Client Officer Team

Benefit: effective protection against poor performance, excessive risk, and meet Teckal requirements where Teckal type company is set up, timely decision making, 3 tier split decision making to manage PCC's differing responsibilities as owner and a client. Monitors organisations' interaction with PCC and with each other to recommend to Cabinet.

Risk: decision limited to members on Shareholder Cabinet Committee

PCC Client officer team

PCC Client officer team

Functions:

- Project management, commission services, negotiate and agree service agreements, monitor performance, payments, timelines, obtain approvals in line with internal governance process, obtain finance, HR and legal support, report to Shareholder Cabinet Committee
- first stop forum to consider matters outside the Business Plan or matters reserved to PCC.
- Acting in PCC's best interest.

Benefit :

- Interface between PCC and Company, partnership or Charities Board
- clear separation of client and provider functions
- proper resource of client side functions to support Company, partnership or Charity

Peterborough Limited

Blue Sky Peterborough (BSP)
dormant, never traded

Empower Peterborough
Community Interest Company active

Opportunity Peterborough
active

Peterborough Investment Partnership LLP
active

Medesham Homes LLP
active

NPS Peterborough Ltd
active

Peterborough Museum and Art Gallery
not dormant, but not actively trading

The Mayor Charity
active

Peterborough Limited Board

Functions:

- management and operation of the company
- to act within the remit of the Business Plan
- represent PCC but act in the company's interest

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Appendix D - Reserved Matters

PETERBOROUGH LIMITED LIST OF RESERVED MATTERS

1. Admit any person as a new Shareholder of Peterborough Limited.
1. Adopt any Business Plan of Peterborough Limited.
2. Alter any of the provisions [or only Material Variations?] of the Business Plan after it has been adopted, the Articles or any rights attaching to the Shareholders' interests in the Shares that they hold.
3. Make any capitalisation, repayment or other distribution of any amount standing to the credit of any reserve of Peterborough Limited or declare any dividend or other distribution to Shareholders.
4. Create any encumbrance over the whole or any part of the undertaking or assets of Peterborough Limited.
5. Extend Peterborough Limited's activities outside the scope of the Business Plan or cease to carry on any part of the Business or over any Shareholder's interest.
6. Alter Peterborough Limited's accounting reference date.
7. Approve or sign the annual accounts of Peterborough Limited.
8. Appoint or remove any Director of Peterborough Limited otherwise than in accordance with the Articles.
9. Make any petition or resolution to wind up Peterborough Limited (or any subsidiary) or any petition for an administration order or any order having similar effect in a different jurisdiction in relation to such company unless, in any case, such company is at the relevant time insolvent and the Directors reasonably consider (taking into account their fiduciary duties and other obligations under the Companies Act 2006) that it ought to be wound up.
10. Sell, lease (as lessor), license (as licensor), transfer or otherwise dispose of any of its assets at a total price per transaction exceeding [£10,000], otherwise than in the ordinary course of the Business and to the extent provided for in the Business Plan.
11. Purchase, lease (as lessee), license (as licensee) or otherwise acquire any assets at a total cost to Peterborough Limited per transaction exceeding [£10,000] otherwise than in the ordinary course of the Business and to the extent provided for in the Business Plan.
12. Acquire or agree to acquire any freehold or leasehold interest in or licence over land.
13. Enter into or make any contract with an ongoing cost to Peterborough Limited of more than [£10,000] ("a Material Contract") unless provided for in the Business Plan.
14. Give notice of termination of any Material Contract or make any Material Variation or amendment to any such contract.
15. Appoint or remove the [Operations Directors] of Peterborough Limited.
16. Enter into any contracts or arrangements with any of the Shareholders or Directors or any person with whom any Shareholder or Director is connected, associated or interested (whether as Director, consultant, Shareholder or otherwise).

17. Change the name of Peterborough Limited or its registered office.
18. Form any subsidiary of Peterborough Limited, or acquire any shares in any other company, whether through subscription or transfer, such that the company concerned becomes a subsidiary of Peterborough Limited.
19. Enter into any contract which cannot be terminated within a [12 month] period and under which the liability for such termination could exceed [£10,000].
20. Give or take any loans, borrowing or credit (other than normal trade credit in the ordinary course of the Business) in excess of [£10,000], or cause the aggregate indebtedness of Peterborough Limited to exceed £10,000.
21. Enter into any agreement not in the ordinary course of the Business and/or which is not on an arm's length basis or amend its standard terms of business.
22. Give any guarantee, suretyship or indemnity to secure the liabilities of any person or assume the obligations of any person.
23. Incur any item or series of items of capital expenditure of more than [£10,000] unless provided for in the Business Plan.
24. Recruit or dismiss any employee whose remuneration exceeds £40,000 per annum unless provided for in the Business Plan provided always that any employee may be dismissed for gross misconduct without the prior consent of the Shareholders. Save as provided for in the Articles, pay any fees, remuneration or other emoluments to any Director or vary any such fees, remuneration or emoluments. For the avoidance of doubt this paragraph 25 shall not apply to the payment or reimbursement of expenses properly incurred by any Director in the course of carrying out his duties in relation to Peterborough Limited nor to any indemnity by Peterborough Limited to which the Director is entitled pursuant to the Articles or under any relevant law.
25. Consolidate or amalgamate with any company, association, partnership or legal entity or acquire any business or undertaking of any other person (for the avoidance of doubt, excluding the consolidation of accounts with Peterborough City Council).
26. Enter into any joint venture, partnership or profit sharing arrangement with any person.
27. Change any of Peterborough Limited's accounting or reporting practices.
28. Create any share option, bonus or other incentive scheme.
29. Make an offer of employment or alter the remuneration or conditions of employment of any employee or any consultant of Peterborough Limited unless provided for in the Business Plan or unless obliged to do so by statute.
30. Make any agreement with any revenue authorities or any other taxing authority, or make any claim, disclaimer, election or consent of a material nature for tax purposes in relation to Peterborough Limited, its assets or undertakings, or the Business.
31. License, assign or otherwise dispose of intellectual property rights owned by Peterborough Limited.
32. Commence, settle or defend any claim, proceedings or other litigation brought by or against Peterborough Limited, except in relation to debt collection in respect of a sum not exceeding [£10,000] in the ordinary course of the Business.

33. Enter into any contract

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Output Specification: Waste Collection & Recycling

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DRAFT

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2 Definitions

The words in this Waste Collection and Recycling Output Specification shall have the meanings attributed to them in the Agreement where the context so permits and unless otherwise stated.

In this Output Specification, unless the context otherwise requires, the following words and expressions shall have the meanings given below:

Term	Definition
BACS	means an electronic system to make payments directly from one bank account to another.
CIPFA	means the Chartered Institute of Public Finance and Accountancy
DEFRA	means Department of Environment, Food and Rural Affairs
FOI	means Freedom of Information
HMRC	means Her Majesty’s Revenue and Customs
Kg	means Kilograms
KPI	means Key Performance Indicator
LGO	means the Local Government Ombudsman
NFI	means National Fraud Initiative
PCC	means Peterborough City Council

Core systems

- Customer Services System
- Bartec
- Payroll System (to be procured)
- Finance Management System (to be procured)

Company Liaison

The Company shall interface with internal and external organisations as required including but not limited to the following:

Internal

- Portfolio Holders and other Elected Members at Peterborough City Council (PCC)
- PCC's Scrutiny Committee
- PCC's Audit Committee
- PCC's Shareholder Committee
- PCC's Shareholder Representative
- PCC Customer Services
- PCC Finance Team
- Trade Unions

External

- DEFRA
- Other Government departments
- Environment Agency
- External and Internal Auditors
- Other Local Authorities
- Contractors and other suppliers of goods and services
- Disabled person groups
- Professional Institutes
- Office for National Statistics (ONS)
- Benchmarking groups
- Police
- HMRC
- Local Government Ombudsman

Designated Offices

Registered Office

Town Hall
Bridge Street
Peterborough
PE1 1HQ

Operational Office

Fengate Depot
Nursery Lane
Peterborough
Cams
PE1 5BG

3 Scope

Responsibilities Specified (What / When / Where)

- Collection of Recyclables every 2 weeks on the same Working Day in that week;
- Collection of Green Waste every 2 weeks on the same Working Day in that week and monthly in December and January, at those properties which are service subscribers, which varies from time to time);
- Collection of Residual Waste every 2 weeks on the same Working Day in that week from;
- Collection of Food Waste every week on the same Working Day in each week and replenish food waste bags when residents display their yellow tag or other request for new bags;
- The Collection Point shall be at the curtilage of the property, except in cases of Assisted Collections (Appendix B) or where operational requirements dictate;
- Collections from the above will be disposed of at the delivery point specified in Appendix A;
- To ensure that recyclables delivered to the delivery point are in line with the contamination requirements of Appendix C (table below);

Category	Level Per Load
Acceptable	Up to 5%
Excessively contaminated	From 5% to 15%
Rejected load	More than 15%

Output Specification: **Waste Collection & Recycling**

- Waste reduction and recycling targets are to be in line with specified Government Targets where they are in force or in line with the table below:

Year	Kg of Collected Residual Waste per Household	Contract Waste Recycling Rate
2019/20	Less than 445 kg	More than 45%
2020/21	Less than 425 kg	More than 47.5%
2021/22	Less than 400 kg	More than 50%
2022/23	Less than 385 kg	More than 52.5%

- Empty underground banks between [06:30] to [19:00] hours Monday to Sunday with such frequency to ensure that they do not overflow;
- Empty Recycling Banks at the Householders Recycling Centre (HRC) between [08:00] to [16:00] hours Monday to Sunday with such frequency to ensure that they do not overflow;
- To provide householders with a Bulky Household Goods Collection within a maximum of [6] Working Days, with the exception of the Christmas Period where the maximum period will be [7] working days.
- To provide a separate Clinical and Offensive Waste Collection of the waste types detailed below from eligible householders referred to the Authority by the Cambridgeshire and Peterborough NHS Foundation Trust.
 - Municipal offensive waste, e.g. hygiene waste and sanitary protection e.g. nappies and incontinence pads - 18-01-04/20-01-99
 - Infectious clinical waste - 18-01-03*
 - Sharps - 18-01-01, 18-01-03* & 18-01-08

Inclusions (How)

The Company shall provide or undertake (inter alia) the following:

- A Collection Schedule, including requests to operate on Bank Holidays excluding Christmas Day, Boxing Day and New Year's Day, to be agreed with PCC, as part of the annual Business Planning process;
- The waste and recycling service from Monday to Saturday inclusive between the hours of 06:30 and 19:00;
- To return containers to the specified Collection Point in such a position as to minimise obstruction of that carriageway or foot-way.
- To collect, the same day, all recyclables, green waste, residual waste and food waste that is placed in containers at the collection point by 06:45 hours on the agreed collection day;
- To not collect any residual waste, recyclables, garden waste or food waste that is not deposited in the container or which is presented outside or alongside the container unless agreed with PCC;
- To immediately notify and liaise with the householder of any non-collection where any excess recyclables, residual waste, green waste or food waste is presented for the collection outside or alongside and not within the container. [and notify PCC through the Partner's real time recording customer interface system of the non-collection];
- To liaise with landowners to ensure side waste is removed, where any waste is left alongside or outside of, or not contained within, the communal containers located on land not owned by PCC;
- To immediately clean any spillage that occurs whilst collecting, emptying or returning the container.
- To assess when the contents of a container is contaminated notifying the householder of the reason why the container has not been emptied, record the fact and the action taken reporting to PCC the same working day;
- To monitor containers that are continually contaminated and take such action as necessary to prevent re-occurrence. [The Company shall in conjunction with PCC develop an agreed protocol to respond to such matters including awareness, education and where appropriate enforcement].
- To agree with the delivery operative where the level of contamination exceeds 15% in any load delivered. Where agreement cannot be reached, the Company shall advise PCC, which will in its absolute discretion determine the level of contamination present and apply costs as detailed in Table 3 below:

Output Specification: **Waste Collection & Recycling**

Less than 5%	Nil
Between 5% to 10%	The Materials Recycling Facility (MRF) Operator will be expected to process the Recyclables, including any contamination of them, through the MRF. The costs of so doing will be borne by the Partner as an Excessively Contaminated Waste Processing Payment.
More than 15%	Partner to pay for the cost of the loading, transporting and disposing of the contaminated load.

- To deliver any waste collected to the delivery point, specified in Appendix A in line with their operating hours;
- The Company shall be responsible for advertising any revision to the Service in line with the Partner's Service Delivery Plan;
- To rectify a missed collection by the end of the working day, where notification is received before [12:00] hours on the collection day;
- Where PCC notifies the Partner of a Missed Collection after [12:00] hours on the Collection Day the Partner shall rectify the Missed Collection by [12:00] on the following Working Day;
- To supply and deliver containers, of an agreed specification, to households within [2] days of the received instruction, unless otherwise agreed with PCC.
- Payment for the supply and delivery of containers shall be calculated using the rates supplied;
- To assess householder requests for larger, smaller, additional or replacement containers and make a recommendation to PCC within [3] Working Days with reference to Authority policy. PCC will either issue an instruction or decline the request giving reasons;
- To develop and maintain a database of Containers to include details of number, type, size, delivery date(s) and number of replacements for each household.
- To empty underground banks between [06:30] to [17:30] hours Monday to Saturday with such frequency to ensure that they do not overflow;
- To take all reasonable measures to prevent nuisance or inconvenience when emptying underground banks. [The Partner shall take due recognition of Underground Banks in close proximity to residential properties and shall time operations to minimise disruption to residents].
- To empty Bring Banks between [06:30] to [17:30] hours Monday to Saturday with such frequency to ensure that they do not overflow;
- To re-site Bring Banks once they are emptied on, or as close as possible to, their original footprint;
- To manage third party Bring Bank contractors to ensure Bring Banks are satisfactorily maintained and accurate tonnage information is provided on a monthly frequency.

Output Specification: **Waste Collection & Recycling**

- To use reasonable endeavours to remove, where safe to do so, any contamination of the recyclables, which is identified at the time of collecting from the Bring Banks;
- To promptly notify PCC where it is apparent that a Bring Bank is severely contaminated and cannot reasonably be rectified and collected:
 - PCC will be entitled to inspect the contaminated Bring Bank(s), if satisfied then the Company will be instructed to deliver the contents to a Delivery Point listed in Appendix A:
 - Where notification is before [12:00] hours on the day the contents shall be delivered by the end of the Working Day.
 - Where PCC notifies the Partner after [12:00] hours the contents shall be delivered by [12:00] on the following Working Day.
- To repair or replace any Bring Banks owned by PCC that are damaged due to its acts, omissions or negligence which shall be at its own cost. Otherwise PCC shall be responsible for providing new Bring Banks or replacement Banks.
- To deliver and remove banks as instructed by PCC within [5] Working Days of receipt of the instruction.
- To inform PCC in writing any request for:
 - additional Bring Banks on an existing site;
 - a Bring Bank at a new site;
 - a replacement Bring Bank at an existing site; and/or
 - a Bring Bank to cease to be provided on any site.
- PCC will consider the Partner's request and inform the Partner in writing of its decision within 10 Working Days of receipt of the Partner's request.
- To replace any Bring Bank signage that is no longer suitable;
- To work with PCC to agree the design of any new or replacement Bring Bank signage;
- To erect new signage when instructed by PCC.
- Bulky Household Goods Collection applies to those items referred to in Appendix F (List A and List B).
- To work closely with Peterborough Direct in respect of householders' bookings for a Bulky Household Goods Collection to:
 - provide householders with a date and time [at the time of] the householder's request;
 - provide householders with a Bulky Household Goods Collection within a maximum of [6] Working Days, with the exception of the Christmas Period where the maximum period will be [7] working days; and
 - enable the Partner to obtain details of where item(s) will be left for collection, the type of items are to be collected and the suitability of the items for reuse and recycling. [The information to be recorded on the Partner's real time reporting systems to ensure effective management of the booking and future analysis].
- To collect Clinical Waste between [06:30] and [17:30] hours Monday to Saturday.

- To collect Clinical Waste from:
 - householders referred to PCC by the Hospital Trust or the
 - Peterborough Primary Care Trust (PCT); and
 - private/commercial customers.
- To be mindful of the sensitive nature of this service to the customer and as such deliver the service in a discrete manner;
- To agree with PCC a suitable treatment company to dispose of the clinical waste collected.
- To ensure clinical waste arising from commercial collections is kept separate from PCT referrals, and make separate arrangements for its disposal;
- Liaising with Internal and external Auditors
- The provision of training.
- The issue of guidance and reports to elected members and senior managers
- Respond to FOI requests
- Provide statistical information as requested

Future Potential Impacts

The Company shall anticipate and have regard to any changes statutory, practical or other changes that may impact on the services described in this Output Specification including but not limited to:

- the Environmental Protection Act 1990;
- the Controlled Waste Regulations 1992;
- Changes to National Recycling Target from 2020.

Exclusions

The Company shall not be required to undertake the following activities which will be retained by PCC:

4 Related Documents

The parties recognise and agree that the inclusion of the documents below is for information only and is not intended to give rise to legally binding rights and obligations between the parties except where these documents are specifically referred to in Section 4 or 6 of this Output Specification.

Data type	File name	File contents	Function/s related to it
Customer Strategy Policy		Corporate policy on intranet	Provision of customer service and strategy
Corporate Complaints Policy		Corporate policy on intranet	Corporate complaints procedure
Annual Waste and Recycling Business Plan		Annual Service Plan	Annual service plan
Performance data		Council Policy	
Service Level Agreements			
Whistleblowing Policy		Council Policy	Corporate whistleblowing policy
Bribery Act Policy		Council Policy	Corporate Bribery Act Policy
Anti-Fraud and Corruption Policy		Council Policy	Corporate Fraud Policy

5 Service Requirement

The following section indicates the service requirements for the Waste and Recycling function.

The Company shall adhere to the standards listed in the final column of the following table with Key Performance Indicators highlighted in bold.

Key Performance Indicators

KPIs will be agreed on an annual basis as part of the Business Planning process. They will be determined on a combination of national and local factors and based upon the outturn figure for the previous financial year. All KPIs will be measured from April to March. The list of KPIs can be amended or added to with agreement.

Overall requirements

Ref	Service	Service Requirement	Key measure	Applicable service standard
WR001	Waste & Recycling	The Company shall comply with prevailing law and Authority policies and guidelines.	Adherence to Law and Policies	Absolute requirement
WR002	Waste & Recycling	The Company shall seek to continuously improve the services within its scope. The Company shall provide an annual action plan to be approved by PCC along with the annual Business Plan for continuous improvement and monthly reports to PCC detailing progress and likely downturns in performance giving reasons for such downturns and plan for resolution.	Performance KPI's, Stakeholder feedback.	As agreed with PCC as part of the annual Business Planning process.
WR003	Waste &	The Company shall contribute to the development and	Agreed changes made	As agreed with PCC as part of the

Output Specification: **Waste Collection & Recycling**

	Recycling	implementation of change initiatives relating to the service required by legislation and/or other drivers.	to the service and specification.	annual Business Planning process.
WR004	Waste & Recycling	The Company shall liaise and interface with other partners and groups external to PCC, including suppliers, DEFRA, and stakeholders in order to represent PCC, keep abreast of relevant developments and thinking and support service improvement.	Performance KPI's, Stakeholder feedback.	As agreed with PCC as part of the annual Business Planning process.
WR005	Waste & Recycling	The Company shall annually review and update all policies and procedures.	Agreed changes reported with the Business Plan	As agreed with PCC as part of the annual Business Planning process.
WR006	Waste & Recycling	The Company shall maintain the highest level of customer satisfaction.	Customer feedback	90% of Customers Satisfied or Above.

Service and Cost requirements

Ref	Service	Service Requirement	Key measure	Applicable service standards
WR007	Waste Collection	The Company shall provide an efficient and cost effective refuse collection service to all of the households in Peterborough.	Cost benchmark.	KPI - Cost of refuse collection service per household (excluding Energy Recovery I tax and waste disposal) KPI - Total labour costs as a percentage of total expenditure (excluding waste disposal costs) KPI - Transport cost as a percentage of total expenditure (excluding waste disposal costs)
WR008	Recycling	The Company shall provide an efficient and cost effective recycling service to all of the households in Peterborough.	Cost benchmark.	KPI - Net cost of recycling per household

Output Specification: **Waste Collection & Recycling**

				<p>KPI - Cost of recycling per tonne (tonnes sent for recycling)</p> <p>KPI - Cost of recycling per tonne (tonnes actually recycled)</p> <p>KPI - Total labour costs as a percentage of total expenditure (excluding waste disposal costs)</p> <p>KPI - Transport cost as a percentage of total expenditure (excluding waste disposal costs)</p>
WR009	Recycling	The Company will recycle the maximum amount of waste possible aiming for top quartile performance for all recycling KPI's	Performance Benchmark	<p>KPI - Tonnes of domestic waste sent for recycling per Household</p> <p>KPI - Kg of domestic waste sent for recycling per head of population</p> <p>KPI - Tonnes of domestic waste recycled per household</p> <p>KPI - Kg of domestic waste recycled per head of population</p> <p>KPI - Percentage of households covered by kerbside recycling collections</p> <p>KPI - Percentage of total domestic waste collected which is sent for recycling</p> <p>KPI - Percentage of household waste collected which is composted</p> <p>KPI - Percentage of total waste collected which is recycled</p>

Output Specification: **Waste Collection & Recycling**

WR010	Waste & Recycling	The Company will minimise the amount of waste sent to Energy Recovery.	Performance Benchmark	KPI - Kg of residual waste sent to Energy Recovery per annum per head of Population KPI - Kg of residual waste sent to Energy Recovery per annum per household KPI - Percentage of household waste sent to Energy Recovery per annum
WR011	Waste & Recycling	The Company will provide an efficient and effective service ensuring the minimum level of errors and mistakes.	Performance Benchmark	KPI - Missed collections per 100,000 collections
WR012	Waste & Recycling	The Company will maximise the commercial value of the services that it provides. Specifically the ability to provide Trade Waste collection services to local businesses.		KPI - Trade waste contracts (charged) as a percentage of available market KPI - Number of trade waste agreements for recycling (free or charged) KPI - Percentage change in trade waste contracts
WR013	Waste & Recycling	The Company will provide the most environmentally friendly waste and recycling service possible. It will seek opportunities to use green solutions and reduce to amount of diesel fuel it uses.	Performance Benchmark	KPI - Litres of fuel used annually in refuse collection vehicles per 1, 000 head of population

Organisational and Administrative requirements

WR0014	Waste & Recycling	The Company shall reply to all correspondence, including emails, with a full and complete answer/resolution to the issues raised by the correspondent.	Response times and plain English	Within agreed targets
WR015	Waste & Recycling	The Company shall deal effectively and professionally with complaints received in accordance with PCC's Corporate	Response times and plain English	Within agreed target

Output Specification: **Waste Collection & Recycling**

		Complaints Procedure, providing a response to the customer in an appropriate format and monitoring for any patterns leading to customers submitting a complaint. The Company shall respond to councillors' and MPs' enquiries in accordance with PCC's policy.		
WR016	Waste & Recycling	The Company shall provide statistical information to PCC regarding complaints and councillor and MP enquiries.	Response times and plain English	Quarterly
WR017	Waste & Recycling	The Company shall provide information and evidence to PCC in a timely manner to support responses to the LGO.	Response times and plain English	Within five (5) days, or such other timeWRale as the LGO requires
WR018	Waste & Recycling	The Company shall analyse the root causes of complaints and ensure that action is taken within the service to address these causes in order to minimise future complaints	Proportion of resolutions	Continuous
WR019	Waste & Recycling	The Company shall provide such information, assistance and co-operation as PCC may reasonably require and in such format or manner as may be reasonably preWRribed by PCC to enable PCC to measure the performance standards of the Waste and Recycling Service.	Performance against KPI's	Achieve KPI targets.
WR020	Waste & Recycling	The Company shall provide upon request such ad-hoc additional information and support as PCC may require from time to time.	Level of co-operation	Undertaken upon request
WR021	Waste & Recycling	The Company shall provide direct access for PCC to any system or database used by the Company in administering the service.	Level of co-operation	Undertaken upon request
WR022	Waste & Recycling	The Company shall ensure that access to all systems used by the service is controlled and restricted to those staff (including within PCC) that are authorised.	Level of co-operation	Undertaken upon request
WR023	Waste & Recycling	The Company shall ensure accurate completion of all statutory and non-statutory returns required by central	Proportion of returns completed on time	In a timely manner as required

Output Specification: **Waste Collection & Recycling**

		<p>government or reasonably required by PCC. Where relevant the Company shall submit returns so required by PCC for consideration and signature by the relevant office at PCC within 10 Business Days unless otherwise agreed.</p> <p>Such returns include, but are not limited to :</p> <ul style="list-style-type: none"> - Statutory returns as required; - CIPFA benchmarking (if undertaken annually); 		
WR024	Waste & Recycling	<p>The Company shall ensure that customers are able to contact PCC through a range of channels including email, web form, post and telephone and face to face.</p> <p>The Company shall ensure that all communications are electronically referenced to the customer and are dealt with in accordance with Authority customer service standards.</p>	Level of access to customer and customer feedback	Authority customer service standards
WR025	Waste & Recycling	<p>The Company shall design, produce and publish leaflets in hardcopy and on the website that explain to the public important matters regarding the waste and recycling service. This should focus particularly on making recycling as simple as possible for the householder to maximise the amount of waste recycled.</p> <p>The Company shall write all such leaflets in accordance with PCC's communication standards in plain English.</p>	Quality of material published	In good time to be approved by PCC's communications team
WR026	Waste & Recycling	The Company shall ensure that the service is accessible in line with UK equalities legislation and Authority policy.	Quality of communication channels	Service accessible to all
WR027	Waste & Recycling	The Company shall provide input and content to PCC's web team/provider to ensure that the site is up to date and to ensure that the public are informed of legislative and other changes relating to the service before they take effect.	Quality of the website	Website that is clear and simple to use

Output Specification: **Waste Collection & Recycling**

WR028	Waste & Recycling	The Company shall provide PCC with customer satisfaction feedback as required by contractual KPIs and PIs.	Proportion of returns completed on time	In a timely manner as required
WR029	Waste & Recycling	The Company shall establish an annual plan to encourage householders to recycle more of their waste.	Quality of the communication	A plan that is simple to understand and communicate to householders
WR030	Waste & Recycling	The Company shall maintain relationships with other bodies and other government organisations to promote joint working across the public sector.	Number of relationships with other LA's/LATCo's	
WR031	Waste & Recycling	The Company shall manage projects such as major changes to legislation and IT systems within timeWRales and budgets agreed with PCC.	Company keeps up to date with legislation	
WR032	Waste & Recycling	The Company shall assist in any other audits as required and implement any recommendations within a timeWRale to be agreed with PCC.	Level of co-operation	Undertaken upon request
WR033	Waste & Recycling	The Company shall provide such information, assistance and co-operation to PCC which is reasonably required and in such a format or manner as may be reasonably preWRribed by PCC to enable PCC to measure the performance of the benefits service.	Level of co-operation	Undertaken upon request
WR034	Waste & Recycling	The Company shall deal with requests for information under the provisions of the Freedom of Information Act as required by PCC and in accordance with PCC's Freedom of Information Policy.	Level of co-operation	Undertaken upon request
WR035	Waste & Recycling	The Company shall provide information to PCC's communications team in relation to press enquiries	Level of co-operation	Undertaken upon request

Financial and Control requirements

Ref	Service	Service Requirement	Key measure	Applicable service standards
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Output Specification: **Waste Collection & Recycling**

Ref	Service	Service Requirement	Key measure	Applicable service standards
WR036	Waste & Recycling	The Company shall provide any information required in relation to reconciliation of all business systems to PCC's general ledger and cash receipting systems on a daily/weekly basis and provide a report to PCC at the end of each month and year. The Company shall take remedial action to resolve un-reconciled amounts.	Reconciliations up to date	Daily reconciliation must be performed with statements drawn monthly for presentation to PCC's finance team. End of month report End of year report
WR037	Waste & Recycling	The Company shall liaise with PCC's Finance team for returned payments, returned credits, stopped cheques and BACS payments relating to Green or Trade Waste Income. The Company shall take appropriate steps to process and post the details against the customer's records.		Daily processing to ensure timely posting.
WR038	Waste & Recycling	The Company shall ensure that system access is restricted to the Company users and its partners where applicable and that the security of the system is assured at all times. The Company shall provide and maintain a structure of system security that reflects user's roles to ensure that the system remains free from fraudulent activity and that there is appropriate separation of duties.		Daily
WR039	Waste & Recycling	The Company shall produce its year end accounts in line with the timetable and format agreed with PCC's Finance Team.	Accounts submitted on time	Annually

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6 Performance Indicators

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Function	KPI	Performance Indicators to report to the Board and PCC	Current baseline	Year-end projections	Company year 1 target
Waste & Recycling	001	Cost of refuse and recycling service per household (excluding Energy Recovery tax and waste disposal)			
Waste & Recycling	002	Total labour costs as a percentage of total expenditure (excluding waste disposal costs)			
Waste & Recycling	003	Total transport costs as a percentage of total expenditure (excluding waste disposal costs)			
Waste Collection	004	Cost of refuse collection service per household (excluding Energy Recovery tax and waste disposal)			
Waste Collection	005	Total labour costs as a percentage of total expenditure (excluding waste disposal costs)			
Waste Collection	006	Total transport costs as a percentage of total expenditure (excluding waste disposal costs)			
Recycling	007	Net cost of recycling per household			
Recycling	008	Cost of recycling per tonne (tonnes sent for recycling)			
Recycling	009	Cost of recycling per tonne (tonnes actually recycled)			
Recycling	010	Total labour costs as a percentage of total expenditure (excluding waste disposal costs)			
Recycling	011	Total transport costs as a percentage of total expenditure (excluding waste disposal costs)			
Recycling	012	Tonnes of domestic waste sent for recycling per Household			
Recycling	013	Kg of domestic waste sent for recycling per head of population			
Recycling	014	Tonnes of domestic waste recycled per household			
Recycling	015	Kg of domestic waste recycled per head of population			
Recycling	016	Percentage of households covered by kerbside recycling collections			
Recycling	017	Percentage of total domestic waste collected which is sent for recycling			

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Function	KPI	Performance Indicators to report to the Board and PCC	Current baseline	Year-end projections	Company year 1 target
Recycling	018	Percentage of household waste collected which is composted			
Recycling	019	Percentage of total waste collected which is recycled			
Waste & Recycling	020	Kg of residual waste sent to Energy Recovery per annum per head of Population			
Waste & Recycling	021	Kg of residual waste sent to Energy Recovery per annum per household			
Waste & Recycling	022	Percentage of household waste sent to Energy Recovery per annum			
Waste & Recycling	023	Missed collections per 100,000 collections			
Trade Waste	024	Trade waste contracts (charged) as a percentage of available market			
Trade Waste	025	Number of trade waste agreements for recycling (free or charged)			
Trade Waste	026	Percentage change in trade waste contracts			
Waste & Recycling	027	Litres of fuel used annually in refuse collection vehicles per 1, 000 head of population			

Function	KPI	Performance Indicators to report to the Board Only	Current baseline	Year-end projections	Company year 1 target
Waste & Recycling	028	Percentage of Customers Satisfied with the service.			
Waste & Recycling	029	Number of Customer Complaints received			
Waste & Recycling	030	Annualised Staff Absence (All)			
Waste & Recycling	031	Annualised Staff Absence (Short-Term)			
Waste & Recycling	032	Annualised Staff Absence (Long-Term)			
Waste & Recycling	033	Percentage of establishment posts filled			
Waste & Recycling	034	Percentage of Agency Staffing days vs total establishment days			
Waste & Recycling	035	Average MPG of Collection Vehicles			

Output Specification: **Street Cleansing**

Function	KPI	Performance Indicators to report to the Board Only	Current baseline	Year-end projections	Company year 1 target
Waste & Recycling	036	Net cost of recycling per household			
Waste & Recycling	037	Support costs as a percentage of Total Costs			

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7 Definitions

The words in this Street Cleansing Output Specification shall have the meanings attributed to them in the Agreement where the context so permits and unless otherwise stated.

In this Output Specification, unless the context otherwise requires, the following words and expressions shall have the meanings given below:

Term	Definition
BACS	means an electronic system to make payments directly from one bank account to another.
CIPFA	means the Chartered Institute of Public Finance and Accountancy
DEFRA	means Department of Environment, Food and Rural Affairs
FOI	means Freedom of Information
HMRC	means Her Majesty’s Revenue and Customs
Kg	means Kilograms
KPI	means Key Performance Indicator
LGO	means the Local Government Ombudsman
NFI	means National Fraud Initiative
PCC	means Peterborough City Council

Core systems

- Customer Services System
- Payroll System (to be procured)
- Finance Management System (to be procured)

Company Liaison

The Company shall interface with internal and external organisations as required including but not limited to the following:

Internal

- Portfolio Holders and other Elected Members at Peterborough City Council (PCC)
- PCC's Scrutiny Committee
- PCC's Audit Committee
- PCC's Shareholder Committee
- PCC's Shareholder Representative
- PCC Customer Services
- PCC Finance Team
- Trade Unions

External

- DEFRA
- Other Government departments
- Environment Agency
- External and Internal Auditors
- Other Local Authorities
- Contractors and other suppliers of goods and services
- Disabled person groups
- Professional Institutes
- Office for National Statistics (ONS)
- Benchmarking groups
- Police
- HMRC

- Local Government Ombudsman

Designated Offices

Registered Office

Town Hall
Bridge Street
Peterborough
PE1 1HQ

Operational Office

Fengate Depot
Nursery Lane
Peterborough
Cams
PE1 5BG

8 Scope

Responsibilities Specified (What / When / Where)

- Maintaining cleaning standards in accordance with the Zoning Plan (Appendix A) that classifies areas into four main zones, according to their intensity of use. In the event that an area falls below the Grade B standard in the Code, the Partner shall return that area to Grade A standard in line with the Code within the response time for the Zones for all High Land use areas, which are:

Land Use	Grade A	Grade B	Grade C	Grade D
High	After Cleaning	6 hours	3 hours	1 hour
Medium	After Cleaning	12 hours	6 hours	3 hours
Low	After Cleaning	2 weeks	1 week	60 hours
Special	Cleansing on all high speed roads will be scheduled in agreement and authorisation from the authority, with all roads being cleansed on an annual basis as a minimum			

- Ensuring that the City Centre, which is identified in Appendix A, does not fall below Grade A standard between [06:00] and [18:00] hours Monday to Sunday and that Litter Bins are not full or overflowing;
- Providing a street washing service in the streets identified in Appendix A at a frequency to ensure chewing gum and chewing gum stains are kept to a minimum;
- Hot wash Cathedral Square, Bridge Street and St Peters Road footpaths 3 times per year to ensure it remain free from stains. Additional areas may be required upon request of the authority and will be paid in line with the cost Proforma.
- Cleansing litter and recycling bins, benches and any other council owned street furniture and remove any spillages.

- Keep the City Centre free of weeds;
- Operate a 1 hour response team to remove unattended belongings and store them for one calendar month, if the items are not collected they can then be destroyed.
- Cleanse St Peters Arcade on a daily basis using appropriate machinery and chemicals suitable for the marble flooring. An annual high level cleanse will also be carried out.
- Remove and store unattended belonging for a period of 1 calendar month on instruction from the Authority. The Partner will be required to bag the items taking an inventory, pictures and seal the bag before removing.
- The war memorial, public art installations, raised planters and flag poles on Bridge Street will require cleansing as part of the regime in that area. The only exception is the War Memorial where wreaths and/or other tokens of remembrance have been left. Such items of remembrance are to only be removed with the explicit written instructions of the City Centre Management team.
- De-littering and cleansing those car parks detailed in Appendix A, in line with the Code;
- Cleanse the Recycling Bring Sites to a boundary of a 10 metre radius (where possible) on a minimum of three occasions per week achieving Grade A immediately thereafter.
- Cleansing the surface of and the drainage channels to roundabouts, traffic islands, pedestrian refuges and the approaches to traffic islands in accordance with the Code;
- Mechanically sweep the road ways of Authorised Traveller Sites identified in Appendix A, when instructed by PCC.
- Remove, following the departure of an unauthorised traveller encampment, any waste items left and bring the area back to grade A.
- Cleanse and remove fly tipped items at Norwood Lane upon the request of the Authority.

- Keep weed and grass growth on all Hard Landscaping to a minimum and spray 3 times per year and no additional payment shall be made in this respect
- To collect and dispose of fruit, berries, leaf and blossom fall, in line with the pre-approved cleansing schedule. Where physical conditions are such that in the Authority's opinion they present a potential hazard to pedestrians or vehicle users, the Authority may either instruct the Partner to remove the leaf fall as soon as is reasonably practicable, or issue a list of removal work to be undertaken indicating the order in which the work is to be done;
- To remove animal carcasses from relevant land or highways and cleanse the highway either as part of the normal cleansing operations or within 2 hours of being notified, unless otherwise agreed with PCC;
- To remove any sharps and other drugs related litter from relevant land or highways either as part of the normal cleansing operations or within 1 hours of being notified, unless otherwise agreed with PCC;
- To remove any accumulation of any non-hazardous waste from relevant land or highways within a maximum of 2 Working Days of notification, unless otherwise agreed by PCC.
- To attend the site of any hazardous fly tipping on, relevant land or highways, within 2 hours of notification and remove the waste within a maximum of [1] Working Day of notification, unless otherwise agreed with the Authority.
- To remove any abandoned shopping trolleys on relevant land or highways as part of the normal cleansing operations or within 1 Working Day of notification.
- To provide a multi-skilled hit squad that can be utilised across the City to deal with but not exclusive too, fly tipping, litter removal, graffiti removal and sharps removal.
- To provide a lengthsman daily in the Millfield shopping area on Lincoln Road, that will ensure the pedestrian areas and kerb lines remain to grade A standard during the hours of 07:00 – 18:00.

Output Specification: **Street Cleansing**

- To ensure all litter bins are emptied prior to or as soon as they become full, plastic sacks are replaced if necessary, all litter bins are kept in a clean condition inside and out, and any waste in the vicinity of the litter bin is swept up and removed when emptying.
- To remove any illegally erected signs, Fly-Posting or Graffiti from the Highway or Authority owned property, within 6 hours following notification if it is deemed to be offensive; or 3 Working Days following notification if it is deemed to be non-offensive.
- To undertake additional street washing and/or chewing gum removal in non-city centre areas as and when instructed by PCC any payment will be calculated using the rates supplied in the Cost Pro-forma.
- To provide an emergency cleansing service at road traffic, flooding and other incidents.
 - attendance at the Emergency shall be within 1 hour of being notified; and
 - any necessary cleansing services should be completed as soon as is possible.
- Remove Abandoned Vehicles from relevant and private land as requested by and at the cost of PCC;
- To notify PCC of any private land that is defaced by litter and is considered to be detrimental to the amenity of the area. Notification to include location details and photographic evidence.
 - To monitor any Litter Clearing Notice, notified by PCC, upon the occupier or owner of the land, notifying PCC at the deadline for compliance.
 - To remove the Litter and Refuse within 2 Working Days of notification at applicable Day-work Rates if landowner fails to comply with the requirements of the notice.
- To provide a single attendant (of either sex) to staff the Public Conveniences service for the facilities within the City;
- To unlock and lock the Public Conveniences, and open and close windows, doors, and gates, as may be required by the Authority;
- To ensure that the Public Conveniences are maintained to a high standard of cleanliness at all times and that there is always an adequate supply of sundries;

- To provide such services as specified as Special Events after receiving a minimum of 7 working days-notice. To demonstrate flexibility in the delivery of services to support events.
 - To cleanse the streets and other areas affected by any such Special Event as directed by PCC and to distribute, empty and cleanse additional litter Bins which are provided by PCC.

Inclusions (How)

The Company shall provide or undertake (inter alia) the following:

- To ensure that Relevant Land and Relevant Highways are kept clean and clear of Litter and Refuse in accordance with section 89 of the Environmental Protection Act 1990 and the Code of Practice on Litter and Refuse (the Code).
- To operate the service within the hours of [06:00] and [18:00] each day in order to achieve the specification. A modified service with regard to Christmas Day, New Year's Day and other Bank Holidays will be agreed with the Authority and included in the Annual Business Plan.
- To adopt methods of Cleansing which do not impair safe working arrangements or otherwise give rise to nuisance or damage to any property, injury to any person or cause inconvenience to residents.
- To use mechanical sweepers, Gluttons and other cleansing equipment with due care and attention for pedestrians.
- To make every effort, where streets are regularly parked with vehicles causing difficulty in thoroughly cleansing the drainage channels of such carriageways, to keep those streets thoroughly cleansed using appropriate equipment and an appropriate cleansing programme. Where this is not possible a joint working approach will be taken with the authority and enforcement to liaise with the resident to establish a way of working to allow the partner to effectively cleanse the channels.
- To attempt to identify the owner of deceased domestic animals recovered from the highway, through collar information and/or electronic reading of identity chip and where necessary reference to online databases.
- Where ownership is identified to approach the owner in a sensitive manner to offer access to the pet for collection if they so wish. Uncollected animals, after best efforts to identify and contact the owner, will be sent for cremation with other animals.
- To inspect, identify and record the incidence of fly-tipping in order to pass the acquired evidence to the Authority in order that it can take the necessary enforcement action. The data should include the exact location and nature of the fly tip.

- To record reported incidences of fly-tipped waste in a format that can be interrogated by the authority, and included in WasteDataFlow statutory returns, to include and not limited to: - location, contents of fly tip, evidence taken.
- To remove all fly tipping where possible even that which is not reported. The Partner will also be mindful of local land owners and work with them to jointly combat fly tipping. The Partner will promote to all service teams to report all fly tip to ensure it is removed in a timely manner these reports should detail the location, fly tip in situ and if it is hazardous or non-hazardous.
- To ensure that the removal, retention, return and (if appropriate) disposal of abandoned shopping trolleys is undertaken in accordance with the relevant provisions of Part 4 of the Environmental Protection Act 1990, Section 99 of the Clean Neighbourhoods and Environment Act 2005 and any subsequent legislation.
- To ensure that damage to any Litter Bin:
 - does not present a danger to the public and it takes measures to ensure that the site is left in a safe and clean condition;
 - is brought to PCC's attention no later than the end of the same working day, or in the case of Saturdays and Sundays by 09:30 hours on the next working day; and
 - that is the result of the Companies actions is replaced or repaired within [3] Working Days from the date of the damage occurring and at their cost.
- To supply, deliver and install and include in the normal emptying schedule, new litter bins as directed by PCC.
- To operate a 24 hour emergency cleansing service, incidents notified between 06:30 and 18:00 hours fall within its service in the fee. Incidents outside of these times, will be entitled to payment based on day-work rates.
- To store and charge for the storage of abandoned vehicles as necessary.
- To ensure that the cleansing of Public Conveniences is undertaken in a manner that ensures the safety of the public at all times and does not limit the use of the Public Conveniences;
- To display a notice in each of the Public Conveniences recording the last date and time they were cleansed and checked, and by whom;
- To display a notice in each Public Convenience written in at least 4 languages to be specified by the Authority providing sufficient guidance and contact details to enable members of the public to make a complaint;
- To ensure that at the end of each Working Day, the Public Conveniences are to be checked for any damage, left clean and fully stocked with sundries ready for use the next Working Day;
- To report any fault/damage of any kind as soon as it occurs direct to the Authority and arrange for repair;

- To ensure that any disabled or infirm member of the public with a RADAR key is admitted free of charge to any Public Convenience;
- To ensure that all toilet areas including cisterns and bowls are checked frequently for sharps, which must be removed and placed in an appropriate container; and
- To provide each attendant with a mobile telephone for use in the event of an emergency.
- To ensure they comply with PCC's policy on the use of herbicide and pesticide, use them in accordance with relevant legislation and improve practices throughout the Contract to minimise their use.
- To prepare and regularly update inspection and cleansing schedules for this service, in consultation with the PCC.
- To annually review as part of the Business Planning process the cleansing standards/zones of roads to ensure the optimum overall cleansing service is provided.
- To prepare and submit cleansing Schedules to PCC, detailing the proposed clearance and removal of leaves by the 1st August of each year and these shall be updated throughout the leafing season.
- To dispose of any Waste and Recycling arising from the performance of this service at the delivery points defined in Appendix B, or at such other locations as may be directed by the PCC.

Future Potential Impacts

The Company shall anticipate and have regard to any changes statutory, practical or other changes that may impact on the services described in this Output Specification including but not limited to:

- the Environmental Protection Act 1990;

Exclusions

The Company shall not be required to undertake the following activities which will be retained by PCC:

9 Related Documents

The parties recognise and agree that the inclusion of the documents below is for information only and is not intended to give rise to legally binding rights and obligations between the parties except where these documents are specifically referred to in Section 4 or 6 of this Output Specification.

Data type	File name	File contents	Function/s related to it
Customer Strategy Policy		Corporate policy on intranet	Provision of customer service and strategy
Corporate Complaints Policy		Corporate policy on intranet	Corporate complaints procedure
Annual Waste and Recycling Business Plan		Annual Service Plan	Annual service plan
Performance data		Council Policy	
Service Level Agreements			
Whistleblowing Policy		Council Policy	Corporate whistleblowing policy
Bribery Act Policy		Council Policy	Corporate Bribery Act Policy
Anti-Fraud and Corruption Policy		Council Policy	Corporate Fraud Policy

10 Service Requirement

The following section indicates the service requirements for the Street Cleansing function.

The Company shall adhere to the standards listed in the final column of the following table with Key Performance Indicators highlighted in bold.

Key Performance Indicators

KPIs will be agreed on an annual basis as part of the Business Planning process. They will be determined on a combination of national and local factors and based upon the outturn figure for the previous financial year. All KPIs will be measured from April to March. The list of KPIs can be amended or added to with agreement.

Overall requirements

Ref	Service	Service Requirement	Key measure	Applicable service standard
SC001	Street Cleansing	The Company shall comply with prevailing law and Authority policies and guidelines.	Adherence to Law and Policies	Absolute requirement
SC002	Street Cleansing	The Company shall seek to continuously improve the services within its scope. The Company shall provide an annual action plan to be approved by PCC along with the annual Business Plan for continuous improvement and monthly reports to PCC detailing progress and likely downturns in performance giving reasons for such downturns and plan for resolution.	Performance KPI's, Stakeholder feedback.	As agreed with PCC as part of the annual Business Planning process.
SC003	Street	The Company shall contribute to the development and	Agreed changes made	As agreed with PCC as part of the

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	Cleansing	implementation of change initiatives relating to the service required by legislation and/or other drivers.	to the service and specification.	annual Business Planning process.
SC004	Street Cleansing	The Company shall liaise and interface with other partners and groups external to PCC, including suppliers, DEFRA, and stakeholders in order to represent PCC, keep abreast of relevant developments and thinking and support service improvement.	Performance KPI's, Stakeholder feedback.	As agreed with PCC as part of the annual Business Planning process.
SC005	Street Cleansing	The Company shall annually review and update all policies and procedures.	Agreed changes reported with the Business Plan	As agreed with PCC as part of the annual Business Planning process.
SC006	Street Cleansing	The Company shall maintain the highest level of customer satisfaction.	Customer feedback	90% of Customers Satisfied or Above.

Service and Cost requirements

Ref	Service	Service Requirement	Key measure	Applicable service standards
SC007	Street Cleansing	The Company shall provide an efficient and cost effective street cleansing service.	Cost benchmark.	KPI - Cost of street cleansing service per household KPI - Net cost per public convenience site KPI - Total labour costs as a percentage of total expenditure KPI - Transport cost as a percentage of total expenditure
SC008	Street Cleansing	The Company will provide the most effective street cleansing service aiming for top quartile performance for all KPI's	Performance Benchmark	KPI - Percentage of sites surveyed falling below grade b for cleanliness KPI - Quality Indicator

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				<p>KPI – Percentage of reported litter bins emptied within the agreed timescale</p> <p>KPI – Percentage of Abandoned Vehicles removed within the agreed timescale</p> <p>KPI - Percentage of fly-tips removed within the agreed timescale</p> <p>KPI - Percentage of graffiti removed within the agreed timescale</p>
SC009	Street Cleansing	The Company will maximise the amount of waste that is recycled.	Performance Benchmark	KPI - Percentage of street cleansing waste that is recycled
SC010	Street Cleansing	The Company will maximise the commercial value of the services that it provides. Specifically trying to sell street cleansing services to local businesses.	Performance Benchmark	KPI - Number of new street cleansing customers
SC011	Street Cleansing	The Company will provide the most environmentally friendly street cleansing service possible. It will seek opportunities to use green solutions and reduce to amount of diesel fuel it uses.	Performance Benchmark	KPI - Litres of fuel used annually in street cleansing vehicles per 1, 000 head of population

Organisational and Administrative requirements

SC012	Street Cleansing	The Company shall reply to all correspondence, including emails, with a full and complete answer/resolution to the issues raised by the correspondent.	Response times and plain English	Within agreed targets
SC013	Street Cleansing	The Company shall deal effectively and professionally with complaints received in accordance with PCC's Corporate Complaints Procedure, providing a response to the customer	Response times and plain English	Within agreed target

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		in an appropriate format and monitoring for any patterns leading to customers submitting a complaint. The Company shall respond to councillors' and MPs' enquiries in accordance with PCC's policy.		
SC014	Street Cleansing	The Company shall provide statistical information to PCC regarding complaints and councillor and MP enquiries.	Response times and plain English	Quarterly
SC015	Street Cleansing	The Company shall provide information and evidence to PCC in a timely manner to support responses to the LGO.	Response times and plain English	Within five (5) days, or such other timescale as the LGO requires
SC016	Street Cleansing	The Company shall analyse the root causes of complaints and ensure that action is taken within the service to address these causes in order to minimise future complaints	Proportion of resolutions	Continuous
SC017	Street Cleansing	The Company shall provide such information, assistance and co-operation as PCC may reasonably require and in such format or manner as may be reasonably prescribed by PCC to enable PCC to measure the performance standards of the Street Cleansing Service.	Performance against KPI's	Achieve KPI targets.
SC018	Street Cleansing	The Company shall provide upon request such ad-hoc additional information and support as PCC may require from time to time.	Level of co-operation	Undertaken upon request
SC019	Street Cleansing	The Company shall provide direct access for PCC to any system or database used by the Company in administering the service.	Level of co-operation	Undertaken upon request
SC020	Street Cleansing	The Company shall ensure that access to all systems used by the service is controlled and restricted to those staff (including within PCC) that are authorised.	Level of co-operation	Undertaken upon request
SC021	Street Cleansing	The Company shall ensure accurate completion of all statutory and non-statutory returns required by central government or reasonably required by PCC. Where relevant	Proportion of returns completed on time	In a timely manner as required

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		<p>the Company shall submit returns so required by PCC for consideration and signature by the relevant office at PCC within 10 Business Days unless otherwise agreed.</p> <p>Such returns include, but are not limited to :</p> <ul style="list-style-type: none"> - Statutory returns as required; - CIPFA benchmarking (if undertaken annually); 		
SC022	Street Cleansing	<p>The Company shall ensure that customers are able to contact PCC through a range of channels including email, web form, post and telephone and face to face.</p> <p>The Company shall ensure that all communications are electronically referenced to the customer and are dealt with in accordance with Authority customer service standards.</p>	Level of access to customer and customer feedback	Authority customer service standards
SC023	Street Cleansing	<p>The Company shall design, produce and publish leaflets in hardcopy and on the website that explain to the public important matters regarding the Street Cleansing service.</p> <p>This should focus particularly on explaining to residents and visitors when and how the City is cleaned and seeking their feedback on making improvements.</p> <p>The Company shall write all such leaflets in accordance with PCC's communication standards in plain English.</p>	Quality of material published	In good time to be approved by PCC's communications team
SC024	Street Cleansing	<p>The Company shall ensure that the service is accessible in line with UK equalities legislation and Authority policy.</p>	Quality of communication channels	Service accessible to all
SC025	Street Cleansing	<p>The Company shall provide input and content to PCC's web team/provider to ensure that the site is up to date and to ensure that the public are informed of legislative and other changes relating to the service before they take effect.</p>	Quality of the website	Website that is clear and simple to use
SC026	Street	<p>The Company shall provide PCC with customer satisfaction</p>	Proportion of returns	In a timely manner as required

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	Cleansing	feedback as required by contractual KPIs and PIs.	completed on time	
SC027	Street Cleansing	The Company shall establish an annual plan to encourage householders to recycle more of their waste.	Quality of the communication	A plan that is simple to understand and communicate to householders
SC028	Street Cleansing	The Company shall maintain relationships with other bodies and other government organisations to promote joint working across the public sector.	Number of relationships with other LA's/LATCo's	
SC029	Street Cleansing	The Company shall manage projects such as major changes to legislation and IT systems within timescales and budgets agreed with PCC.	Company keeps up to date with legislation	
SC030	Street Cleansing	The Company shall assist in any other audits as required and implement any recommendations within a timescale to be agreed with PCC.	Level of co-operation	Undertaken upon request
SC031	Street Cleansing	The Company shall provide such information, assistance and co-operation to PCC which is reasonably required and in such a format or manner as may be reasonably prescribed by PCC to enable PCC to measure the performance of the benefits service.	Level of co-operation	Undertaken upon request
SC032	Street Cleansing	The Company shall deal with requests for information under the provisions of the Freedom of Information Act as required by PCC and in accordance with PCC's Freedom of Information Policy.	Level of co-operation	Undertaken upon request
SC033	Street Cleansing	The Company shall provide information to PCC's communications team in relation to press enquiries	Level of co-operation	Undertaken upon request

Financial and Control requirements

Ref	Service	Service Requirement	Key measure	Applicable service standards
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Output Specification: **Street Cleansing**

Ref	Service	Service Requirement	Key measure	Applicable service standards
SC034	Street Cleansing	The Company shall provide any information required in relation to reconciliation of all business systems to PCC's general ledger and cash receipting systems on a daily/weekly basis and provide a report to PCC at the end of each month and year. The Company shall take remedial action to resolve un-reconciled amounts.	Reconciliations up to date	Daily reconciliation must be performed with statements drawn monthly for presentation to PCC's finance team. End of month report End of year report
SC035	Street Cleansing	The Company shall liaise with PCC's Finance team for returned payments, returned credits, stopped cheques and BACS payments relating to Green or Trade Waste Income. The Company shall take appropriate steps to process and post the details against the customer's records.		Daily processing to ensure timely posting.
SC036	Street Cleansing	The Company shall ensure that system access is restricted to the Company users and its partners where applicable and that the security of the system is assured at all times. The Company shall provide and maintain a structure of system security that reflects user's roles to ensure that the system remains free from fraudulent activity and that there is appropriate separation of duties.		Daily
SC037	Street Cleansing	The Company shall produce its year end accounts in line with the timetable and format agreed with PCC's Finance Team.	Accounts submitted on time	Annually

6 Performance Indicators

Function	KPI	Performance Indicators to report to the Board and PCC	Current baseline	Year-end projections	Company year 1 target
Street Cleansing	001	Cost of street cleansing service per household			
Street Cleansing	002	Net cost per public convenience site			
Street Cleansing	003	Total labour costs as a percentage of total expenditure			
Street Cleansing	004	Transport cost as a percentage of total expenditure			
Street Cleansing	005	Percentage of sites surveyed falling below grade b for cleanliness			
Street Cleansing	006	Quality Indicator			
Street Cleansing	007	Percentage of reported litter bins emptied within the agreed timescale			
Street Cleansing	008	Percentage of Abandoned Vehicles removed within the agreed timescale			
Street Cleansing	009	Percentage of fly-tips removed within the agreed timescale			
Street Cleansing	010	Percentage of graffiti removed within the agreed timescale			
Street Cleansing	011	Percentage of street cleansing waste that is recycled			
Street Cleansing	012	Number of new street cleansing customers			
Street Cleansing	013	Litres of fuel used annually in street cleansing vehicles per 1,000 head of population			

Function	KPI	Performance Indicators to report to the Board Only	Current baseline	Year-end projections	Company year 1 target
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Output Specification: Parks, Trees & Open Spaces

Function	KPI	Performance Indicators to report to the Board Only	Current baseline	Year-end projections	Company year 1 target
Street Cleansing	028	Percentage of Customers Satisfied with the service.			
Street Cleansing	029	Number of Customer Complaints received			
Street Cleansing	030	Annualised Staff Absence (All)			
Street Cleansing	031	Annualised Staff Absence (Short-Term)			
Street Cleansing	032	Annualised Staff Absence (Long-Term)			
Street Cleansing	033	Percentage of establishment posts filled			
Street Cleansing	034	Percentage of Agency Staffing days vs total establishment days			
Street Cleansing	035	Support costs as a percentage of Total Costs			

Output Specification: **Parks, Trees and Open Spaces**

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12 Definitions

The words in this Parks, Trees & Open Spaces Output Specification shall have the meanings attributed to them in the Agreement where the context so permits and unless otherwise stated.

In this Output Specification, unless the context otherwise requires, the following words and expressions shall have the meanings given below:

Term	Definition
BACS	means an electronic system to make payments directly from one bank account to another.
CIPFA	means the Chartered Institute of Public Finance and Accountancy
DEFRA	means Department of Environment, Food and Rural Affairs
FOI	means Freedom of Information
HMRC	means Her Majesty’s Revenue and Customs
Kg	means Kilograms
KPI	means Key Performance Indicator
LGO	means the Local Government Ombudsman
NFI	means National Fraud Initiative
PCC	means Peterborough City Council

Core systems

- Customer Services System
- Payroll System (to be procured)
- Finance Management System (to be procured)

Company Liaison

The Company shall interface with internal and external organisations as required including but not limited to the following:

Internal

- Portfolio Holders and other Elected Members at Peterborough City Council (PCC)
- PCC's Scrutiny Committee
- PCC's Audit Committee
- PCC's Shareholder Committee
- PCC's Shareholder Representative
- PCC Customer Services
- PCC Finance Team
- Trade Unions

External

- DEFRA
- Other Government departments
- Environment Agency
- External and Internal Auditors
- Other Local Authorities
- Contractors and other suppliers of goods and services
- Disabled person groups
- Professional Institutes
- Office for National Statistics (ONS)
- Benchmarking groups
- Police
- HMRC

- Local Government Ombudsman

Designated Offices

Registered Office

Sand Martin House
Bittern Way
Fletton Quays
Peterborough
PE2 8TY

Operational Office

Fengate Depot
Nursery Lane
Peterborough
Cams
PE1 5BG

13 Scope

Responsibilities Specified (What / When / Where)

- To strive to assist PCC in achieving the following aims and objectives:
 - to improve and maintain the visual attractiveness of the area with due regard to the health and safety of facility users and visitors;
 - to protect and expand the habitat for all species of plant and animal life currently found within the area;
 - to increase public awareness of the landscape management services and educate them as to their proper use;
 - to develop amenity open space as an educational resource for residents and visitors, i.e. creating an environmental awareness;
 - to provide high quality parks, sports facilities, trees and open spaces service with the aim of achieving best value for residents; and
 - to develop methods to enhance PCC’s aspiration to be the UK’s Environment Capital.
 - to minimise the use of herbicide and pesticide using only in accordance with legislation and PCC’s policy.
- To maintain the standard required to retain Green Flag Awards for Central Park, Itter Park and the crematorium, adhering to, reviewing and developing the existing management plans.
- To manage the PCCs aviaries, animal enclosures and dovecotes ensuring that birds and animals remain healthy;
- To maintain children’s paddling pools and interactive water features in parks in a clean, safe and hygienic condition at all times, during their operational seasons and times as indicated below:

Location	Season	Opening Times
Central Park	1st May - 30th September	10:00 to dusk
Bretton Park	29th May - 30th August	9:30 to 18:00 hours

- To inspect and maintain all parks furniture in a clean condition, free of graffiti and free of any stickers, posters and chewing gum without using abrasive or corrosive materials that may cause damage to surfaces and equipment where possible.

- Parks furniture includes: seats, benches, picnic tables, litter bins, signs, signposts, signboards, drinking fountains, statues, memorials, bollards, and poopscoop bins.
- To inspect the two wooden bridges, in Bretton Park, on a monthly basis, at least twenty five days apart from the previous inspection and report any repairs and defects to PCC.
- To manage, administrate and maintain the Allotments.
- To manage the maintenance and inspection of trees to ensure that PCC's duty of care responsibilities is met in a proactive and resource efficient manner.
- To inspect trees on PCC land/or highway land, when instructed to do so, within:
 - two hours if reported as an emergency;
 - four weeks if reported as priority; and
 - eight weeks in all other cases.
- To undertake remedial works within
 - one working day of inspection for emergency work that has urgent Health and Safety implications by way of possible injury or damage to people and or property;
 - six weeks of inspection for priority work; and
 - twelve weeks of inspection for routine work.
- To achieve the following standards for amenity grass cutting ensuring there a phasing process between the changes of minimum/maximum height:
- To maintain all G25a amenity grass within the height range of 25mm to 75mm at all times.

- To maintain, during the playing season, sports pitch grass areas in accordance with the requirement relevant to each activity within the sports areas section. To maintain, out of playing season, sports pitch grass areas within the height range of 25mm to 75mm at all times, with the exception of fine turf areas.
- To ensure that areas of grass containing naturalised bulbs are left unmown until a minimum period of six weeks has elapsed after completion of flowering, or as otherwise agreed with PCC.
- To cut tree shelter belt areas on one occasion in both May and September to a maximum height of 100mm and a minimum of 50mm.
- To maintain locations that are spring meadow and summer meadow wildflower areas in accordance with the standards stated in Table 1 above.
- To plough specified locations, on two occasions per year to a depth of 200mm and complete the whole of the specified location in one visit.
- To cut rural road verges in accordance with Table 1 above and treat common ragwort as required and notify PCC.
- To cut specified rural areas, to a minimum height of 100mm and a maximum height of 300mm in accordance with the following timescales:-
 - Initial cut to full width on all roads between the 1st April and 14th June;
 - Single swathe cut to all visibility areas between:
 - (a) 14th June and 19th July; and
 - (b) 19th July and 23rd August.
 - Final cut to full width on all roads between the 23rd August and 31st October.
- To undertake single swathe cutting between bends, junctions and accesses when instructed by PCC.
- To cut protected road verges specified, to a minimum height of 50mm and a maximum height of 75mm, on one occasion in late September dependent upon weather conditions prevailing and only in agreement with PCC;
- To maintain all specified bare soil, gravel/sand and hard surface areas by:-

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- controlling weed growth without the use of chemicals (except hard surface areas);
 - allowing for ongoing and regular inspections;
 - cutting down all rogue tree seedlings, tree suckers, brambles, briars, elders and all other forms of disfiguring invasive vegetative growth and then treat to prevent re-growth; and
 - filling in/level/make safe all in-situ pot holes.
- To keep all specified hard surface areas reasonably free from leaf and blossom fall during the tree and shrub fall period.
 - To keep the bases of any/all street trees weed controlled as appropriate to keep weed growth to a minimum.
 - To keep weed growth to a minimum in all flowers bedding areas without the use of chemical weed control except by agreement of PCC.
 - To supply, fund and replace hanging baskets;
 - To cultivate and maintain all shrubs, hedges, herbaceous borders and the associated beds or planted areas, including pruning and annual cutting down and removal of herbaceous growth; the Partner
 - To ensure that shrubs at specified locations are cut so as not to impact on wildlife and in accordance with relevant legislation, cut at a frequency to remove the previous year's growth; and cut to ensure they don't impact on sight lines.
 - To cut and maintain formal hedges using skilled operatives and in accordance with good horticultural practice uniformly square on all sides, and level on top. Any extension growth shall be removed back to the previous cut. All clippings shall be removed from site and recycled. The height and spread of each hedge shall remain constant throughout the life of the Contract.
 - To ensure all hedge naturals at specified locations have a diversity of vegetation growing within their structure, which shall remain unless seen to be detrimental to the hedges natural well-being, do not become a danger or sight line problem nor obstruct amenity grass cutting obligations; and have clean, precise and un-ragged cuts on completion of the trimming operation.
 - To maintain ditches, ponds, pond outfalls and lakes ensuring that:

- headwall grills covering outfalls from ditches, and or where the ditch enters culverts, are monitored for damage and problems are immediately reported to PCC;
- outfalls, headwalls, grills and/or silt traps allow a free flow of water at all times;
- any debris and/or soils deposited by receding waters from swollen or over-flowing ditches is removed from relevant hard surfaces;
- ditches remain stable with a free flow of water to sustain their present capacities;
- all ponds and lakes are maintained to a standard which is beneficial to all of the in-situ associated flora and fauna which is characteristic to that locality;
- all lifesaving equipment and safety signage, including lifebelts where provided or required by PCC, is inspected daily and, if necessary, immediately repaired or replaced and notified to PCC. Payment for the supply and installation of life saving equipment shall be calculated using the rates supplied in the Cost Proforma for this Service Element

- To maintain the Habitat Water Feature - Lido Ornamental Pond
- To visually inspect all play areas twice a week as a minimum as per the recommendations of BS EN 1176 and BS EN 1177.
- To maintain all play areas in a clean and tidy condition, all surfaces including: impact absorbent surfacing; timber steps; ramps; bridges also keeping access decks, free of weeds, moss and algae without the use of residual chemicals.
- To maintain bark mulch and sand areas at a suitable depth at all times as determined by size and type of installed equipment to the recommendations of BS EN1176 and BS EN 1177. The Partner shall only use bark mulch and sand that is approved for use in children's play areas.
- To remove graffiti from surfaces in accordance with SC05 of the Street Cleansing Service Element. Wooden and metal furniture including benches, bins and signs shall be cleaned using approved materials.
- To repair any areas of damage to impact absorbent surface, one square metre or less in whole or aggregate on any one site in any four week period [within two working days of discovery].
- To make safe or remove unsafe items of play equipment immediately upon discovery.

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- To undertake line marking using an approved non-toxic lining material in the required colour ensuring all markings are true straight lines (75mm width), accurate angles or smooth curved lines as appropriate.
- To cut and maintain all Athletics Track grass areas as specified in Table 1, except where seasonal activities, events or markings are required or as instructed by PCC.
- To provide a suitable quality and safe playing surfaces for Football and Rugby that shall have, an even sward in a healthy and vigorous condition generally free from weeds, pests and diseases and a playing surface that is true and flat without potholes, dips or surface water that are likely to cause injury to players.
- To make allowance for pitch marking to be carried out prior to weekend games and if necessary additional marking for mid-week games.
- To ensure cricket wickets, practice wickets and outfield areas are prepared to a sufficient standard to meet the appropriate match requirements of the English Cricket Board.
- To maintain grass tennis courts to a sufficient standard to meet the tournament and match requirements of the All England Lawn Tennis and Croquet Club. All routine maintenance tasks associated with the greens shall be ready for play by 10:00 hours daily during the playing season.
- To maintain croquet lawn, edges, surrounds and ditches to a sufficient standard to meet the standard for casual usage. All routine maintenance tasks associated with the facility shall be ready for play by 10:00 hours daily during the season from 1 May to 30 September.
- To maintain bowling greens, edges, surrounds and ditches to a sufficient standard to meet the tournament and match requirements of the English Bowling Association. All routine maintenance tasks associated with the greens shall be ready for play by 10:00 hours daily during the season from 1 May to 30 September.
- To maintain putting greens in order to achieve a safe and true playing surface, including the natural contours of the greens. Golf balls should run smoothly and accurately across the green. All routine maintenance tasks associated with the facility shall be ready for play by 10:00 hours daily during the season.

- To maintain all hard surfaces within parks and sports areas free of litter, leaves, animal faeces, weeds, moss, algae, accumulations of soil or mud and other debris. To ensure areas under seats, seat bays and around litter bins etc., sited within a hard surface area shall be cleaned at the same time.
- All hard surface sports areas within parks and sports areas shall be maintained free of litter, leaves, animal faeces, weeds, moss, algae, accumulations of soil or mud and other debris. This will include sweeping up and removal of loose, stuck, blown or embedded deposits.
- To maintain the interior of buildings and sports pavilions, including all internal fixtures and fittings, at all times in a safe, clean and hygienic condition.
- For administering and taking of sports bookings including the allocation of pitches, collection and security of all relevant fees and charges as detailed and updated by PCC and providing PCC with sample tickets and systems that are robust and auditable for Approval at least one month prior to the relevant playing season.
- For inspecting season tickets, playing permit and collecting, accurately recording, and banking (retaining) all playing fees collected.
- To maintain the grass, trees, shrubs and hedges in PCC cemeteries, carrying out all digging of graves and filling in graves including reinstatement of turf and levelling of graves following burial;
- To maintain the grass, trees, shrubs and hedges for PCC's Closed Churchyards.
- To undertake routine maintenance of the crematorium grounds including:
 - (a) grass cutting;
 - (b) edging, weeding and maintaining the flower beds;
 - (c) stripping and planting beds (other than planting and maintaining the memorial rose bushes and maintaining hanging baskets); and
 - (d) maintaining hedges.

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- to excavate graves and at all times conduct itself in accordance with the Institute of Cemetery & Crematorium Management (ICCM) Code of Safe Working Practice for Cemeteries;
- to check the grave at regular intervals ahead of the funeral service ensuring the grave has not collapsed and is clear of any visible water;
- to undertake the following thirty minutes before the funeral cortege is due to arrive:
 - remove the grave boards/planks;
 - dress the floor of the grave with grass cuttings, greenery or sawdust;
 - supply clean synthetic grass mats to a colour and design agreed with the Authority and drape them:
 - (a) 1000mm in to the grave;
 - (b) completely over spoil heaps; and
 - (c) completely over grave boards extending 1000mm on the remaining three sides, unless otherwise directed by PCC.
 - place coffin lowering webs of synthetic material and strong varnished wooden struts across the grave in readiness to accept the coffin; and
 - leave the graveside as the cortege approaches and wait at a discreet distance until instructed to commence backfilling, or until required to carry out additional work instructed by PCC.
- To empty Litter Bins at specified locations:
 - with such frequency to ensure that the Litter Bins are never more than three quarters full;
 - on each occasion, remove any Litter of whatsoever type, bags of rubbish, turf, wreaths etc on the ground surrounding or below the litter bins is to be collected and removed as part of this process; and
 - deliver all Litter and Waste arising from the performance of this service to the Delivery Points in Appendix B of this Service Element or such other locations as may be approved by PCC.
- To respond to PCC instruction and remark the permanent white lines on tarmac surfaces at specified locations:
 - before commencing work, agree times and dates with PCC;
 - use only safe suitable and appropriate materials approved by PCC;

- ensure that no paints or materials are spilt and that no over spraying occurs; and
- take appropriate actions to prevent lines being walked or driven on prior to drying.

Inclusions (How)

The Company shall provide or undertake (inter alia) the following:

- To use a range of systems keeping up to date a licence to access and maintaining data on the following software packages: -
 - ARC (GIS software)
 - Ezytreev (Tree database)
 - EzyAsset (Asset inspection and recording)
 - My PI (Play inspection software)
- To ensure employees are suitably attired for the duties they are engaged upon including the relevant protective clothing for each task. Immodest attire including bare backs, singlets or shorts will not be acceptable. All items of clothing including PPE will carry the agreed logo.
- To operate the Service within the hours [06:30] hours and [18:00] hours each day in order to achieve the specification. A modified service in respect of Christmas Day and New Year's Day and other bank holidays will be agreed with PCC and included in the Annual Business Plan.
- To redeploy resources to assist PCC when requested to do so. During periods of snow and icy weather, a programme of clearance will be provided by the Partner, concentrating on key areas where the public may be at risk. Paths and hard surfaces shall be cleared to a width indicated by PCC and in such a manner that all cleared areas are completely free of snow or ice. Appropriate equipment approved by PCC may include snow ploughs, but only on areas that are accessible and suitable for their use. PCC may, subject to weather conditions suspend all activity within Parks and Sports Areas and instruct the Company to redeploy resources to other snow clearing duties required at no additional cost to PCC.
- To ensure that all locations are of grade A under the EPA following any operations, In the event that an area falls below Grade A standard in the Code, and from the point of being notified by PCC, the Partner shall return that area to Grade A standard in line with the Code and within the allowable response time for the Zones, which are detailed in Table 1 below:

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Year	Grade A	Grade B	Grade C	Grade D
High	After Cleaning	6 hours	3 hours	1 hour
Medium	After Cleaning	12 hours	6 hours	3 hours
Low	After Cleaning	2 weeks	1 week	60 hours
Special	After Cleaning	4 weeks	2 weeks	1 week

- To make provision for access to the correct veterinary care for birds and animals enclosed or housed by PCC.
- All associated activities, and bear costs, with regard to the re-submission of management plans or other requirements to retain the Green Flag Awards, preparing robust applications to support the requirements for attaining new Green Flag Awards.
- To maintain paddling pools and interactive water feature surrounds free from glass, animal faeces, weed, moss, algal growth and all other debris during operational hours.
- To inspect paddling pools and interactive water features daily prior to filling or preparing for use to ensure there are no defects or risks that may present Health and Safety hazards. In the event of facility being unsafe for use the area shall be made safe using appropriate means e.g. bollards, hazard tape, public notices etc. In addition to preventing public access, the pool shall be fully emptied, cleaned and refilled as appropriate to resolve or mitigate the identified risk. All incidents shall be notified to PCC immediately.
- To fill and chlorinate paddling pools ready for use 15 minutes before the opening time during the operational season. Water quality shall be checked periodically throughout the day to ensure that chlorine and Ph levels are correct, using an approved water testing kit. Any deficiency will be addressed by applying an approved material or additive. For interactive features, a bacteriological test shall be carried out each month during operation. Recordings shall be clearly logged and details provided to PCC each month during the operating season.
- To empty pools once a week, unless special circumstances apply (e.g. the pool has to be emptied to clean up broken glass, etc), and refilled using mains water following a pre-check inspection to the level of the overflow, adding the required level of the sterilising additive.
- To inspect the pools and interactive water features, two months before the season commences, for damage and defects e.g. cracks, leaks, roughness, loose cement and water accumulations, before washing and brushing them clean.
- To make provision for the repair of any defective surfaces, equipment, inlets, drains etc., both pre-season and during the season and notify PCC notified of the repair required and date completed.

- To service and test interactive water features satisfactorily at least one week prior to the season opening and shut down the features within 10 working days following the end of season
- To remove graffiti and fly posters from surfaces in accordance with SC05. To clean, using approved materials, wooden and metal furniture including benches, bins and signs.
- To identify damaged benches that may cause risk or injury and take appropriate action to prevent access to the bench, notifying PCC if a replacement is required. Seek PCC authority to supply replacement equipment of a similar specification at a rate calculated in accordance with Cost Proforma
- To inspect allotments, liaise with allotments associations, and the let allotments in accord with policies set out by PCC.
- To dig over or prepare allotments for transfer when they are considered to be unfit for transfer.
- To make provision to complete a detailed survey of all trees within the ownership of PCC within the timescales stated below, producing and maintaining an asset register for all trees within the area:
 - location of the tree;
 - species;
 - estimated age;
 - condition and hazard classification;
 - maintenance requirement including indicative date of maintenance;
 - street and highway trees - asset register completed by April 2013;
 - parks and open spaces trees - asset register completed by April 2015; and
 - woodland and shelter belt trees - asset register completed by April 2018.
- To carry out non urgent works on trees within a conservation area providing the Local Planning Authority with a minimum of 6 weeks' notice and details of the work to be carried out.
- To collect, remove and recycle grass cuttings and arising's to those standards specified in table 1. If instructed, at othertimes, to collect and remove arising's the cost will be at the relevant Day Work Rates. All arising's shall be recycled.
- To inspect all areas prior to cutting removing items, which might cause damage or injury, including all litter, twigs, glass, stones and debris.
- To evenly mow all surfaces, inclusive of all support cutting around obstacles and boundaries. To fully complete all grass cutting at each site, inclusive of all support cutting and hard surface sweeping. Clippings shall be left to lie evenly distributed across grass areas without lines or heaps of grass cuttings left on the surface.

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- To take appropriate care ensuring that mowing operations do not damage any adjacent ornamental areas including planted beds, shrubs, trees, fencing, railings, signage, lighting columns, posts and built structures. To maintain soft edges flush with edge of beds using appropriate equipment without damaging or reducing edges and remove all clippings from site.
- To not damage ground, trees, shrubs sward, emergent bulbs or surrounding features. To ensure, before leaving site that all grass areas are free from shredded litter and other debris, and paths and surrounds are free of clippings and arising's.
- To ensure all safety measures are taken to prevent damage from flying stones and that grass cutting does not take place during periods when ground conditions pose a risk of damage to the surface or levels of the ground or production of divots and notifying PCC immediately. To omit cuts in drought conditions, when growth is non-existent by agreement with PCC.
- To plan set out working practices within the parks, trees and open spaces for responding to extreme weather conditions i.e. drought, flood and freezing temperatures in relation to grass cutting operations for approval by PCC. To resume grass cutting as soon as possible in accordance with the submitted programme.
- To ensure the areas containing naturalised bulbs shall be cut and all arising's raked off and recycled. On subsequent visits the grass shall be cut as required to bring it back in line with the grass maintenance regime.
- To not use chemical means/methods for controlling, growth emanating from the edges abutting hard surfaces/kerbing (GEH); or growth emanating from the formal vertical edge of all flower, rose and herbaceous beds (GEX).
- To remove any waste arising from maintenance of spring meadow and summer meadow wildflower areas and dispose of in accordance with the removal and disposal clause above.
- To conform to the following restrictions, except emergencies and urgent work, when working in Traffic Sensitive Streets detailed in Appendix C:
 - Band A: Monday to Friday 0730 to 0930 hours and 1530 to 1900 hours;
 - Band B: Monday to Friday 0730 to 1900 hours; and
 - Band C: Saturday/Sunday (1 July to 30 September) 0730 to 1900 hours.
- To carry out all work in this Service in accordance with BS 4428:1989 General Landscape Operations, or a standard recognised by a member state of the EU or an equivalent international standard.
- To monitor grassed areas and where required to maintain the standard, notify PCC that a specified location requires seeding or turfing.
- To carry out appropriate ground preparation, seeding/turfing and aftercare to ensure successful growth. Seeding/Turfing of Sports Areas shall be included within and as part of routine maintenance and renovation works.
- To include in the annual plan, proposals for seasonal bedding, roses, bedding and hanging baskets for approval by PCC. The plan shall include:
 - design of spring and summer bedding schemes;

- location; and
- planting and maintenance of seasonal bedding rose beds and hanging baskets, including all necessary fertilizer applications, pest and disease control, pruning, dead-heading, supply of stakes, ties etc irrigation and the replacement of plants as required to maintain the standard.
- The Partner shall supply and fund all plants for seasonal bedding, rose beds and hanging baskets that conform to BS 3936-7:1989 or a standard recognised by a member state of the E.C. or an equivalent international standard.
- To position hanging baskets at agreed Locations during the first [2] weeks of June or as directed for winter hanging baskets;
- To remove hanging baskets from the agreed Locations upon completion of the summer flowers bedding seasonal displays;
- To provide storage for baskets when not in use and be responsible for any loss or damage whilst in storage; and
- To annually safety test all hanging basket support brackets to ensure they are fit for purpose. The Partner shall notify PCC immediately of any concerns and shall ensure the brackets that present a safety risk or are of concern are replaced.
- To include in its plan a programme for maintenance of shrubs, hedges and herbaceous borders for the forthcoming year.
- To provide for the maintenance all shrubs, hedges, herbaceous borders any necessary stakes/pea sticks, ties, etc., as appropriate to the specie and growth patterns to ensure the establishment of strong, healthy, vigorous, well balanced plants, which are capable of continually producing the maximum amounts of flowers and or decorative foliage in keeping with the individual species/type characteristics for the full duration of their natural expected life span. Beds and planted areas should be maintained predominantly weed free at all times without the use of herbicides, except by agreement of PCC; the Partner should allow for irrigation if required to maintain the standard;
- at all times ensure that all shrubs, hedges, flowers herbaceous are not an obstruction, physical or visual nuisance or danger to any/all members of the public regardless of the public's chosen method or mode of travelling; and
- at all times ensure that no shrubs, hedges, flowers herbaceous impede road traffic signs, fire hydrants, drain covers, inspection covers, doorways, windows, heating flues, telephone wires/cables, air bricks, eaves, gutters, down pipes, vents.
- To remove rogue species and weeds at the same time as hedges are cut. Herbicide usage shall be restricted to approved systemic products for the control of persistent and pernicious weeds on the approval of PCC.
- To carry out containment trimming along paths and other access routes or access points within through parks and open spaces or as identified by PCC, or where it can become a nuisance or safety issue.
- To develop and update an annual plan for the preparation, planting and maintenance of all bulbs, corms, tubers, roses and other plant material;
 - prepare sites for species planted in beds and turf;
 - ensure that all plants are stored in a manner that will not affect their performance or life;
 - carry out planting in accordance with specific requirements of the species;

- maintain sites to ensure species last their maximum life; and
- be responsible for replacing any unusable stock to maintain quantities.
- To take account of the following when maintaining the Habitat Water Feature - Lido Ornamental Pond:
 - keep free of litter, rubbish and leaves;
 - keep the water inlets and outlets clear of blockages that impede the free flow of water in and out of the pond and ensure water levels do not drop more than 50 mm below the maximum level;
 - immediately oxygenate water where symptoms of de-oxygenation become apparent;
 - use all reasonable endeavours to keep the fish alive and healthy in all weather;
 - provide, erect and remove signs around the pond warning of the dangers of walking on the ice, as and when required;
 - all surrounds and water surface area shall be maintained free from invasive weed species including algae (Cott or Blanket weed, Unicellular and blue green algae), floating weeds (such as Duckweed, Water Fern, Water Lilies and broad-leaved Pond weed), submerged weeds (such as Water Crowfoots, Water Starwort and Pond weeds), and emergent weeds (such as Common Reed, Bulrush and Sedges) at all times by nonchemical methods; and
 - maintain the shape, health, amenity value and vigour of all aquatic plants in accordance with site characteristics and function of planting, including maintenance to thin and reduce spread of marginal and aquatic plants as required or directed by PCC.
- To make provision for a specialist engineer inspection and report of all play equipment on an annual basis as a minimum in accordance with the recommendations of BS EN 1176 and BS EN 1177. Reports shall be submitted to PCC within 5 working days from receipt of the inspection report by the Partner.
- A record of twice weekly visual site inspections shall be maintained and made available to PCC within 3 business days of inspection.
- To act when it becomes aware that play equipment is in need of repair, removing equipment from service or otherwise making safe by either:
 - repairing the play equipment or replace consumable parts the same Working Day;
 - replacing specialised replacement parts for moving equipment such as fixing bolts, clamps, karabiners, bearings (excluding roundabout bearings), bushes, swing chains, shackles, links, seats for swings (including flat and cradle type) the same Working Day.
- To ensure when undertaking line markings that no spillages of whitening onto the playing surfaces takes place and that all markings are in accordance with the appropriate sport's governing body.
- To ensure line marking is carried out after grass cutting operations have been completed.
- To ensure initial setting-out and spacing of the track and field markings shall be in accordance with guidelines and colour determined by Amateur Athletics Association or PCC.

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- To ensure track and field marking shall be carried out after grass cutting operations have been completed and be clearly visible for all planned fixtures or use and make allowance for marking to be carried out prior to weekend events and also for casual or training usage throughout the season.
- To store and maintain all goal posts, crossbars, backstays, fixings, nets and sockets. In the event that equipment requires replacing, the Partner shall notify PCC and PCC shall authorise the Partner to supply replacement equipment of a similar specification at a rate calculated in accordance with Cost Proforma for this Service Element.
- To ensure all goals must meet the latest British and European standards. The Partner shall also supply and fund all nuts/bolts, washers, clips and fixings as necessary throughout the year.
- To ensure posts be erected and fixed one week prior to the commencement of the playing season, and dismantled and stored safely within one week of the end of the season unless notified to the contrary by PCC.
- To ensure nets and corner flags shall be erected prior to play and taken down and stored securely after play.
- To act upon PCC instruction on any re-alignment or dimension changes for any pitches. To inspect pre and post playing season, ensuring sockets are capped as necessary to prevent any trip, fall or other hazard to the public. To allow for the removal, replacement and installation of sockets as necessary to achieve the standard and in accordance with the manufacturer's recommendations.
- To ensure the initial setting-out and spacing of the pitches shall be in accordance with guidelines determined by English Football Association and the Federation Internationale de Football Association (FIFA) regulations or the Rugby Football Union (RFU) and the International Rugby Football Board (IRFB) as appropriate.
- To inspect pitches and goal posts weekly in accordance with BS 8461: 2005. To ensure defects are made safe immediately pending full repair or replacement. To make provision for full replacement, where necessary, advising PCC.
- Maintenance works, subject to the prevailing weather conditions, to playing surface conditions, providing All materials and specialist equipment.
- To complete a full renovation program within one month of the end of the season to such areas of the football pitch that are worn, particularly goal mouths, penalty areas and centre circles.
- To clean, prepare and paint all goal posts and crossbars and net fasteners as necessary during the close season in order to meet the standard, ensuring all metal work is appropriately prepared i.e. wire-bushed and a zinc phosphate primer applied to any exposed bare metal. An approved undercoat and topcoat will be applied to goal posts, crossbars, backstays and metal sockets as required. Paint will be non-toxic complying with Toys (Safety) Regulations 1074 SI 1367 (the European Standard for Toys EN 71 and the British Standard for Toys BS 3443:1968.
- To prepare wickets in accordance to match schedules generated from facility bookings or as instructed by PCC.
- To maintain safe, level, uniform and true surfaces on wickets to ensure cricket balls do not unduly deviate from their natural direction of or intended direction of travel.

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- To complete a full renovation program for each cricket table shall be completed within one month of the end of the season.
- To maintain a safe, level, uniform and true playing surface where tennis balls bounce and travel accurately without undue deviation caused by the playing surface.
- To produce a predominantly even sward in a healthy, vigorous condition and free from thatch, weeds, pests and diseases.
- To provide and maintain perimeter fencing, tennis nets, posts and post sockets, all necessary replacements shall be supplied by the Partner at no additional cost. The tension of nets should be regularly tested and adjusted as required.
- To erect posts one week prior to the commencement of the playing season, and dismantled and stored safely within one week of the end of the season unless notified to the contrary by PCC.
- To inspect pre and post playing season, ensuring sockets are capped as necessary to prevent any trip, fall or other hazard to the public and allow for the removal, replacement and installation of sockets as necessary to achieve the standard and in accordance with the manufacturer's recommendations.
- To ensure all markings conform to requirements of All England Lawn Tennis and Croquet Club standards and be true straight lines (75mm width) and allow for irrigation of the Tennis Courts in accordance with the irrigation requirements for Bowling Greens in order to achieve the standard.
- To allow for undertaking all pre-season, end of season and playing season tasks that are required to maintain the courts to the required standard to meet the tournament and match requirements of the All England Lawn Tennis and Croquet Club.
- To maintain a safe, level, uniform and true playing surface where croquet balls run smoothly and accurately.
- To maintain a predominantly even sward in a healthy, vigorous condition and free from thatch, weeds, pests and diseases.
- To provide, fund and maintain croquet equipment, metal hoops, wooden winning post, mallets and balls, providing replacements as necessary at no additional cost, ensuring that the lawn is marked and laid out for use as required or directed by PCC.
- To allow for irrigation of the Croquet Lawn in accordance with the irrigation requirements for Bowling Greens, further guidance can be found at www.croquet.com.
- To allow for all pre-season, end of season and playing season tasks that are required to maintain the lawn to a sufficient standard to meet the requirements for Bowling Greens.
- To maintain a safe, level, uniform and true playing surface where woods run smoothly and accurately and to a true bias.
- To maintain predominantly even sward in a healthy, vigorous condition and free from thatch, weeds, pests and diseases.
- To provide and maintain rink strings and numbering ensuring they are laid correctly in accordance with the English Bowls Association recommended dimensions and colour, prior to play each day. For non-match bowling, white strings will be provided to the bowling club, as necessary. The rink will be turned through ninety degrees on a weekly basis unless otherwise notified by PCC.

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- To use a bowling green's automatic irrigation system to ensure continual grass growth and maintain the irrigation systems so as to ensure satisfactory operation.
- To regularly service and start-up automatic irrigation systems to ensure satisfactory operation throughout the season.
- To shut down the automatic irrigation system at the end of season and before November or when freezing becomes a possibility.
- To report any defects with the standard of the green, pavilion, and the irrigation system shall be reported to PCC immediately.
- To employ manual irrigation methods to ensure an even distribution of water in order to ensure continual grass growth.
- To undertake all pre-season, end of season and playing season tasks that are required to maintain the greens to the required standard to meet the tournament and match requirements of the English Bowling Association, providing all necessary materials.
- To maintain a predominantly even sward in a healthy, vigorous condition and generally free from thatch, weeds, pests and diseases.
- To maintain bunkers throughout the playing season, in accordance Amenity Grass Cutting and the Partner shall allow for the topping up and replacement of appropriate bunker sand that is free from grit or stones as required at no additional cost to PCC.
- To provide and maintain cups, flags, tee markers and provide balls, pegs and putting irons and balls for hire by users, all necessary replacements shall be supplied by the Partner at no additional cost to PCC.
- To irrigate the putting greens as required in order to achieve the standard and to ensure an even distribution of water in order to ensure continual grass growth.
- To allow for undertaking all pre-season, end of season and playing season tasks that are required to maintain the greens to the required standard; this shall include repositioning of cups as determined by usage, wear and the prevailing weather and ground conditions and providing all necessary materials.
- Where grass areas abut paths and other hard surface areas, including redgra, the edge of the turf shall be re-formed with a half-moon or other suitable tool, plus board or tight string (where possible), to a clean finish with straight lines or smooth curves at an angle sloping back to slightly less than vertical. Particular care should be taken to ensure the minimum of turf is removed while undertaking this operation.
- This operation shall be carried out on one occasion between October and February. A program of all the sites to be completed shall be submitted to PCC by the Partner by the end of August before work commences.
- Under no circumstances shall chemicals be used to carry out this task.
- To sweep all internal paths and hard surfaces within defined sports areas at a minimum of once every four weeks, during the playing season. Standards shall be maintained in between this operation by manual methods.
- To immediately remove any potentially dangerous debris or materials, e.g. broken glass, bottles, sharps, etc., from site.
- During periods of heavy rain, persistent surface water that may accumulate within a hard surface sports area shall be swept off, the surface area shall also be kept free of weeds and/or moss, in order to facilitate safe usage.

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- To regularly inspect all gullies and drains and any damages to drains, gullies and covers reported to PCC immediately. Any hazardous defect made safe immediately supplying fencing, rope, bollards etc., or appropriate to secure the area.
- To clear all drains, gullies and covers manually every 4 months.
- To propose and use a method of sweeping to not damage or unduly loosen surface materials. All serious defects will be reported to PCC within 2 hours of identification. Any hazardous defect or intrusion will be isolated and made safe immediately supplying fencing, rope, bollards etc., as appropriate to secure the area.
- Following periods of heavy rain, persistent surface water that may accumulate within a hard surface sports area shall be swept off, the surface area shall also be kept predominantly free of weeds and/or moss, in order to facilitate safe usage.
- To inspect all equipment, including nets and fences daily to ensure that the facility is safe to use, in accordance with the relevant playing seasons.
- To erect, install and dismantle all specified equipment throughout the Contract, making provision within the Contract Sum, for the supply and replacement of fixed equipment such as basketball hoops, posts, nets as required by PCC.
- To maintain hard surface sports markings and surface colourings in good, clean condition, clearly visible at all times, remarking will be undertaken as necessary to maintain the standard using materials approved by PCC, in accordance with the appropriate regulations for each sport.
- To power clean the surface, either annually or every two years in order to extend the life expectancy of the facility. It is likely that a specialist company with specialist equipment capable of 4,500 psi will be required to undertake this activity. This will be paid through the appropriate Schedule of Rate upon instruction from PCC.
- To inspect, clean and maintain public toilets in a safe, clean and hygienic condition. Sports changing rooms, pavilions and other buildings will be inspected and cleaned when in use during the relevant playing season.
- To ensure changing facilities are cleaned after morning fixtures where afternoon fixtures are due to take place.
- To carry out a standard clean following the weekend games in preparation for the next fixture.
- To carry out a 'deep' clean prior to the season and after the last game of the playing season.
- To remove graffiti in accordance with the Street Cleansing Service Element.
- To always maintain a full stock of consumable items such as toilet rolls, toilet and urinal freshener blocks, paper towels, soap, light bulbs and fluorescent tubes etc..
- To make safe and immediately report to PCC any vandalism, damage and defects to the buildings and contents.
- Fees and charges shall be set by PCC on an annual basis or as instructed by PCC. The Partner shall be responsible for the provision of and ensuring that an accurate schedule of fees and charges are clearly displayed at all facilities. No waiver of fees or discounted shall be allowed outside of the Fees and Charges set by PCC, unless directed by PCC.

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- The Partner shall provide, maintain and replace as required sufficient supplies of playing equipment for general hire as detailed in the fees and charges of this Service Element for tennis, putting and bowls.
- To inspect maintain and clean all parks furniture, free of graffiti and free of any stickers, posters and chewing gum without using abrasive or corrosive materials that may cause damage to surfaces and equipment where possible. Sports facilities furniture includes: seats, benches, picnic tables, litter bins, signs, signposts, signboards, drinking fountains, statues, memorials, bollards, and poop-scoop bins.
- To remove graffiti from surfaces in accordance with the Street Cleansing Service Element and wooden and metal furniture including benches, bins and signs shall be cleaned using approved materials.
- Upon discovery or as reported to Partner staff, vandalised, unsafe, damaged or defective items shall be reported immediately to PCC. Minor repairs e.g. repairs to loose bolts, protruding nails and sanding of sharp edges shall be allowed for and undertaken by the Partner. Any major defects that are hazardous shall be recorded and reported to PCC, and the item should be made safe with temporary fencing, ropes, bollards, etc. as appropriate. PCC may instruct the Partner to supply and install replacement equipment of a similar specification at a rate calculated in accordance with the Cost Proforma.
- To report any security issues such as damaged fences or gates, anti-social behaviour, damaged or fallen memorials (including those that have been caused by Partner Personnel), uneven, damaged or potholed road/pathways in the cemeteries; and
- To ensure that it locks and unlocks the cemeteries before and after its use.
- To report any security issues such as damaged fences or gates, antisocial behaviour, damaged or fallen memorials (including those that have been caused by Partner staff), uneven, damaged or potholed road/pathways in the crematorium;
- To maintaining established/existing trees, but not planting of new trees;
- To supply and erect hanging baskets during the summer months and only if required during the winter months; and
- To ensure that it locks and unlocks the Crematorium before and after its use.
- To at all times during the Contract conduct itself in accordance with the Institute of Cemetery & Crematorium Management (ICCM):
- Charter for the Bereaved;
- Code of Safe Working Practice for Cemeteries;
- Exhumation Handbook; and Code of Practice for the Management of Memorials.
- To ensure that Partner Personnel who are involved in the excavation and backfilling of graves attend the Institute of Cemetery & Crematorium Management (ICCM) Cemetery Operatives Training Scheme within nine months of Contract Commencement.
- To ensure that all Partner Personnel involved in this Service Element shall at all times conduct themselves in a discreet and reverent manner whilst in Authority cemeteries;
- To not accept gratuities for any part of their duties in the cemeteries;

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- To ensure that, whilst in any cemeteries, no Partner Personnel creates a disturbance, commits any nuisance, wilfully interferes with any burial, grave, vault, memorial or planting, or gambles, or plays games or sports or any action which may contravene the Local Authorities Cemeteries Order 1977;
- To observe confidentiality at all times and shall not by word or action bring the service into disrepute;
- To not make statements to members of the public, the press or any other person(s), organisation or association regarding any matter relating to the cemeteries or grave digging or any related functions and should direct any enquiries to PCC;
- To not approach or disturb mourners or visitors to the Cemetery. If approached by mourners or other visitors the Partner shall be polite,
- To be sympathetic and helpful at all times. If they are unable to assist or help they should politely direct the person to the Bereavement Services Office using the service information leaflets provided for this purpose; and
- To not enter into private contracts or arrangements to carry out work in Authority cemeteries, and shall ensure that Partner Personnel do not carry out or enter into contracts to carry out work in Authority cemeteries.
- PCC shall where possible, arrange for burials to take place Monday to Friday:
- Between 09:30 and 16:00 hours during April to September; and
- Between 09:30 and 15:00 hours during October to March.
- However, burials may be arranged outside of these days and times. PCC shall inform the Partner if any burials are likely to take place outside of the standard days and times as soon as reasonably possible.
- PCC shall notify the Partner of a burial at least:
- forty eight hours prior to the interment time in normal circumstances;
- twenty four hours prior to the interment time in exceptional circumstances (i.e. during high demand); and
- four hours prior to the interment time where special circumstances or religious rites demand an early interment.
- PCC shall:
- notify the Partner any special requirements in terms of the grave size and special requirements (i.e. bricked grave);
- where possible, arrange for only one burial at anyone time and not more than three full burials in any one day. The Partner shall be aware that there may be occasions, outside the control of PCC, where these frequencies will be exceeded and the Partner shall ensure that it has sufficient resources to meet these obligations;
- indicate to the Partner where on the ground the site for burial is to be.
- mark out the grave at 1230mm centres at the head of the grave and 1800 mm by 2770mm by grave space indicated on the cemetery plan;
- not excavate a grave earlier than one Working Day prior to the day of interment unless agreed in advance by PCC;
- remove any memorial before the commencement of the excavation;

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- dig by hand all graves that are being re-opened for a second interment;
- excavate graves to 850mm wide, 2300mm long and 2000mm deep for both single and double internments;
- excavate to 500mm wide by 500mm long and 750mm deep for the burial of cremated remains;
- store all topsoil excavated from the grave in an area designated by PCC within the cemetery;
- ensure that the bottom of the grave is level and free of undulations in excess of 50mm;
- shore all excavations with either hydraulic shoring or timber walling;
- cover the excavation with strong grave boards or planks;
- remove the excavator from the site of interment and from the sight of mourners attending the burial service;
- ensure all paths, roadways adjoining graves and adjacent areas are free from all soil arising from the work of the excavation;
- wash down with clean water any memorial soiled by the excavation works before the Partner Personnel leave the site;
- make good any damage caused by the excavation process to the surrounding area(s) prior to the Partner Personnel leaving the site;
- immediately report to PCC any damage to adjacent memorial stones or garden area resulting from the excavation work. The cost of making good or reinstatement to the reasonable satisfaction of the grave owner and PCC is to be met by the Partner; and
- ensure that open graves are not left unattended unless the grave is covered with strong grave boards or planks.
- remove any flooding using an approved pump and surface drainage pipe;
- promptly carry out reinstatement following collapse and draining of water to ensure that the funeral can take place at the appointed time.
- to commence backfilling after the mourners have left the cemetery. PCC may, subject to religious rite or personal preference, instruct the company to commence backfilling before the family have left or with the assistance of the mourners.
- remove the webbs, struts and grave mats;
- manually backfill the grave;
- breakdown large clods of earth before use to ensure there is no damage to the coffin;
- firm down the soil at every 600mm depth to minimise future settlement, unless otherwise notified by PCC;
- fill the last 150mm of the grave with top soil saved from the excavation;
- ensure the grave is level with adjacent ground levels unless otherwise instructed by PCC;
- remove all timbers and shoring systems and store them in a location agreed with PCC;
- place floral tributes on the grave;

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- remove all excess spoil and deliver to a Delivery Point in Appendix B of this Service Element. A temporary storage may be permitted on site but only at a location agreed with PCC.
- The Partner shall remove floral tributes from the grave fourteen days after the date of the interment unless otherwise instructed by PCC.
- For nine months after the date of interment the Partner shall:
 - inspect graves at monthly intervals and after heavy rain; and
 - use topsoil from the store to level the grave with adjacent ground areas if the grave level has sunk by 150mm or more in any part of the grave.
- The Partner shall turf graves nine months after the date of the interment or when otherwise instructed by PCC.
- PCC will advise the Company of any special requests or requirements when the digging order is issued where possible; and of any change in requirements up to and including the funeral, including any backfilling and reinstatement of the grave.
- When instructed by PCC, the Partner shall undertake exhumations in accordance with:
 - the conditions of any Home Office Licence, etc Faculty, Coroners Order or Sheriffs Warrant or other such statutory force;
 - the Institute of Cemetery & Crematorium Management (ICCM) Code of Safe Working Practice for Cemeteries; and
 - the Institute of Cemetery & Crematorium Management (ICCM) Exhumation Handbook.
- When conducting exhumations, the Company shall:
 - supply Partner Personnel with appropriate personal protective equipment and take all necessary health and safety precautions including measures to prevent the spread of disease;
 - excavate by hand down to within 150mm of the coffin on the afternoon before the exhumation;
 - in the case of vaults, thoroughly ventilate the vault;
 - screen the grave on the morning of the exhumation; and
 - exhume the coffin taking necessary measures to ensure the coffin remains intact.
- In the case of cremated remains, the Company shall:
 - if the container is intact, promptly remove the container and contents;
 - if the container show signs of seepage, place the cremated remains and container without disturbing either in a sufficiently large container; and
 - if the container has deteriorated significantly or the remains are buried loosely in the soil, remove the remains manually from the grave and place them in a sufficiently large container to take both the cremated remains and if applicable any parts of the original container which are in the grave.
- The Partner shall provide appropriate facilities for Partner Personnel to:

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- sterilise reusable personal protective equipment using an approved sterilising solution in accordance with the manufacturer's instructions;
- dispose of disposable personal protective equipment in a sealed container for delivery to the specified Delivery Points or other location approved by PCC;
- The Company will:
 - during the first week in February, remove all wreaths, bouquets, large bunches of flowers, sprays and any other floral material which have been left on all graves and cremated remains plots at specified locations; and
 - deliver all Litter and Waste arising from the performance of this service to the specified or at such other locations as may be directed by PCC.
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Future Potential Impacts

The Company shall anticipate and have regard to any changes statutory, practical or other changes that may impact on the services described in this Output Specification including but not limited to:

- the Environmental Protection Act 1990;

Exclusions

The Company shall not be required to undertake the following activities which will be retained by PCC:

- PCC shall carry out statutory memorial safety inspections, carry out actions to make safe, repair and/or remove memorials in the cemeteries;
 - un-lock cemeteries at 0900 hours for access by the public;
 - lock cemeteries at:
 - (a) 18:00 hours during British Summer Time;
 - (b) 16:00 hours at all other times.
- issue the Partner with keys to lock and unlock the cemeteries where the Partner needs to obtain access to and egress from the cemeteries to carry out work outside of normal operational times of this Service Element.

- PCC are responsible for Closed churchyards situated at:
 - (a) All Saints, Paston; (b) St. Augustine's, Woodston;
 - (c) St. John's, Stanground; (d) St. Margaret's, Fletton;
 - (e) St. Mary's Wansford; (f) St. Michael's, Sutton; and
 - (g) St. John the Baptist with Emmanuel, Werrington.
- planting and maintaining any bedding plants;
- maintaining, repairing or removing gravestones;
- repairing, maintaining and/or erecting any walls, gates or fences; and
- locking and unlocking the closed churchyards.
- PCC is responsible for:
 - un-lock the crematorium and its grounds at 09:00 hours for access by the public;
 - lock the crematorium and its grounds at:
 - (a) 19:00 hours during the months of April to September; and
 - (b) 17:00 hours at all other times.
 - issue the Partner with keys to lock and unlock the crematorium grounds where the Partner needs to obtain access to and egress from the crematorium grounds to carry out work outside normal operational times of this Service Element;
 - plant new memorial rose bushes and hanging baskets;
 - maintain the memorial rose bushes and hanging baskets by means of feeding and pruning; and
 - put out, clean and maintain memorial plaques and other memorial types.
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14 Related Documents

The parties recognise and agree that the inclusion of the documents below is for information only and is not intended to give rise to legally binding rights and obligations between the parties except where these documents are specifically referred to in Section 4 or 6 of this Output Specification.

Data type	File name	File contents	Function/s related to it
Customer Strategy Policy		Corporate policy on intranet	Provision of customer service and strategy
Corporate Complaints Policy		Corporate policy on intranet	Corporate complaints procedure
Annual Parks, Trees & Open Spaces Business Plan		Annual Service Plan	Annual service plan
Performance data		Council Policy	
Service Level Agreements			
Whistleblowing Policy		Council Policy	Corporate whistleblowing policy
Bribery Act Policy		Council Policy	Corporate Bribery Act Policy
Anti-Fraud and Corruption Policy		Council Policy	Corporate Fraud Policy

15 Service Requirement

The following section indicates the service requirements for the Parks, Trees & Open Spaces function.

The Company shall adhere to the standards listed in the final column of the following table with Key Performance Indicators highlighted in bold.

Key Performance Indicators

KPIs will be agreed on an annual basis as part of the Business Planning process. They will be determined on a combination of national and local factors and based upon the outturn figure for the previous financial year. All KPIs will be measured from April to March. The list of KPIs can be amended or added to with agreement.

Overall requirements

Ref	Service	Service Requirement	Key measure	Applicable service standard
PA001	Parks, Trees & Open Spaces	The Company shall comply with prevailing law and Authority policies and guidelines.	Adherence to Law and Policies	Absolute requirement
PA002	Parks, Trees & Open Spaces	The Company shall seek to continuously improve the services within its scope. The Company shall provide an annual action plan to be approved by PCC along with the annual Business Plan for continuous improvement and monthly reports to PCC detailing progress and likely downturns in performance giving reasons for such downturns and plan for resolution.	Performance KPI's, Stakeholder feedback.	As agreed with PCC as part of the annual Business Planning process.

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PA003	Parks, Trees & Open Spaces	The Company shall contribute to the development and implementation of change initiatives relating to the service required by legislation and/or other drivers.	Agreed changes made to the service and specification.	As agreed with PCC as part of the annual Business Planning process.
PA004	Parks, Trees & Open Spaces	The Company shall liaise and interface with other partners and groups external to PCC, including suppliers, DEFRA, and stakeholders in order to represent PCC, keep abreast of relevant developments and thinking and support service improvement.	Performance KPI's, Stakeholder feedback.	As agreed with PCC as part of the annual Business Planning process.
PA005	Parks, Trees & Open Spaces	The Company shall annually review and update all policies and procedures.	Agreed changes reported with the Business Plan	As agreed with PCC as part of the annual Business Planning process.
PA006	Parks, Trees & Open Spaces	The Company shall maintain the highest level of customer satisfaction.	Customer feedback	90% of Customers Satisfied or Above.

Service and Cost requirements

Ref	Service	Service Requirement	Key measure	Applicable service standards
PA007	Parks, Trees & Open Spaces	The Company shall provide an efficient and cost effective Parks, Trees & Open Spaces service.	Cost benchmark.	KPI - Cost of street cleansing service per household KPI - Net cost per public convenience site KPI - Total labour costs as a percentage of total expenditure

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				KPI - Transport cost as a percentage of total expenditure
PA008	Parks, Trees & Open Spaces	The Company will provide the most effective Parks, Trees & Open Spaces service aiming for top quartile performance for all KPI's	Performance Benchmark	<p>KPI - Percentage of sites surveyed falling below grade b for cleanliness</p> <p>KPI - Quality Indicator</p> <p>KPI – Percentage of reported litter bins emptied within the agreed timescale</p> <p>KPI – Percentage of Abandoned Vehicles removed within the agreed timescale</p> <p>KPI - Percentage of fly-tips removed within the agreed timescale</p> <p>KPI - Percentage of graffiti removed within the agreed timescale</p>
PA009	Parks, Trees & Open Spaces	The Company will maximise the amount of waste that is recycled.	Performance Benchmark	KPI - Percentage of street cleansing waste that is recycled
PA010	Parks, Trees & Open Spaces	The Company will maximise the commercial value of the services that it provides. Specifically trying to sell Parks, Trees & Open Spaces services to local businesses.	Performance Benchmark	KPI - Number of new Parks, Trees & Open Spaces customers
PA011	Parks, Trees & Open Spaces	The Company will provide the most environmentally friendly Parks, Trees & Open Spaces service possible. It will seek opportunities to use green solutions and reduce to amount of diesel fuel it uses.	Performance Benchmark	KPI - Litres of fuel used annually in Parks, Trees & Open Spaces vehicles per 1, 000 head of population

Organisational and Administrative requirements

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PA012	Parks, Trees & Open Spaces	The Company shall reply to all correspondence, including emails, with a full and complete answer/resolution to the issues raised by the correspondent.	Response times and plain English	Within agreed targets
PA013	Parks, Trees & Open Spaces	The Company shall deal effectively and professionally with complaints received in accordance with PCC's Corporate Complaints Procedure, providing a response to the customer in an appropriate format and monitoring for any patterns leading to customers submitting a complaint. The Company shall respond to councillors' and MPs' enquiries in accordance with PCC's policy.	Response times and plain English	Within agreed target
PA014	Parks, Trees & Open Spaces	The Company shall provide statistical information to PCC regarding complaints and councillor and MP enquiries.	Response times and plain English	Quarterly
PA015	Parks, Trees & Open Spaces	The Company shall provide information and evidence to PCC in a timely manner to support responses to the LGO.	Response times and plain English	Within five (5) days, or such other timescale as the LGO requires
PA016	Parks, Trees & Open Spaces	The Company shall analyse the root causes of complaints and ensure that action is taken within the service to address these causes in order to minimise future complaints	Proportion of resolutions	Continuous
PA017	Parks, Trees & Open Spaces	The Company shall provide such information, assistance and co-operation as PCC may reasonably require and in such format or manner as may be reasonably prescribed by PCC to enable PCC to measure the performance standards of the	Performance against KPI's	Achieve KPI targets.

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		Parks, Trees & Open Spaces Service.		
PA018	Parks, Trees & Open Spaces	The Company shall provide upon request such ad-hoc additional information and support as PCC may require from time to time.	Level of co-operation	Undertaken upon request
PA019	Parks, Trees & Open Spaces	The Company shall provide direct access for PCC to any system or database used by the Company in administering the service.	Level of co-operation	Undertaken upon request
PA020	Parks, Trees & Open Spaces	The Company shall ensure that access to all systems used by the service is controlled and restricted to those staff (including within PCC) that are authorised.	Level of co-operation	Undertaken upon request
PA021	Parks, Trees & Open Spaces	The Company shall ensure accurate completion of all statutory and non-statutory returns required by central government or reasonably required by PCC. Where relevant the Company shall submit returns so required by PCC for consideration and signature by the relevant office at PCC within 10 Business Days unless otherwise agreed. Such returns include, but are not limited to : <ul style="list-style-type: none"> - Statutory returns as required; - CIPFA benchmarking (if undertaken annually); 	Proportion of returns completed on time	In a timely manner as required
PA022	Parks, Trees & Open Spaces	The Company shall ensure that customers are able to contact PCC through a range of channels including email, web form, post and telephone and face to face. The Company shall ensure that all communications are electronically referenced to the customer and are dealt with in accordance with Authority customer service standards.	Level of access to customer and customer feedback	Authority customer service standards

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PA023	Parks, Trees & Open Spaces	The Company shall design, produce and publish leaflets in hardcopy and on the website that explain to the public important matters regarding the Parks, Trees & Open Spaces service. This should focus particularly on ensuring residents are made aware of the facilities and events that are available to them in the Cities parks and open spaces. The Company shall write all such leaflets in accordance with PCC's communication standards in plain English.	Quality of material published	In good time to be approved by PCC's communications team
PA024	Parks, Trees & Open Spaces	The Company shall ensure that the service is accessible in line with UK equalities legislation and Authority policy.	Quality of communication channels	Service accessible to all
PA025	Parks, Trees & Open Spaces	The Company shall provide input and content to PCC's web team/provider to ensure that the site is up to date and to ensure that the public are informed of legislative and other changes relating to the service before they take effect.	Quality of the website	Website that is clear and simple to use
PA026	Parks, Trees & Open Spaces	The Company shall provide PCC with customer satisfaction feedback as required by contractual KPIs and PIs.	Proportion of returns completed on time	In a timely manner as required
PA027	Parks, Trees & Open Spaces	The Company shall establish an annual plan to encourage householders to recycle more of their waste.	Quality of the communication	A plan that is simple to understand and communicate to householders
PA028	Parks, Trees & Open Spaces	The Company shall maintain relationships with other bodies and other government organisations to promote joint working across the public sector.	Number of relationships with other LA's/LATCo's	

Output Specification: Parks, Trees & Open Spaces

PA029	Parks, Trees & Open Spaces	The Company shall manage projects such as major changes to legislation and IT systems within timescales and budgets agreed with PCC.	Company keeps up to date with legislation	
PA030	Parks, Trees & Open Spaces	The Company shall assist in any other audits as required and implement any recommendations within a timescale to be agreed with PCC.	Level of co-operation	Undertaken upon request
PA031	Parks, Trees & Open Spaces	The Company shall provide such information, assistance and co-operation to PCC which is reasonably required and in such a format or manner as may be reasonably prescribed by PCC to enable PCC to measure the performance of the benefits service.	Level of co-operation	Undertaken upon request
PA032	Parks, Trees & Open Spaces	The Company shall deal with requests for information under the provisions of the Freedom of Information Act as required by PCC and in accordance with PCC's Freedom of Information Policy.	Level of co-operation	Undertaken upon request
PA033	Parks, Trees & Open Spaces	The Company shall provide information to PCC's communications team in relation to press enquiries	Level of co-operation	Undertaken upon request

Financial and Control requirements

Ref	Service	Service Requirement	Key measure	Applicable service standards
PA034	Parks, Trees &	The Company shall provide any information required in relation to reconciliation of all business systems to PCC's general ledger and cash receipting systems on a	Reconciliations up to date	Daily reconciliation must be performed with statements drawn monthly for presentation to PCC's finance team.

Output Specification: Parks, Trees & Open Spaces

Ref	Service	Service Requirement	Key measure	Applicable service standards
	Open Spaces	daily/weekly basis and provide a report to PCC at the end of each month and year. The Company shall take remedial action to resolve un-reconciled amounts.		End of month report End of year report
PA035	Parks, Trees & Open Spaces	The Company shall liaise with PCC's Finance team for returned payments, returned credits, stopped cheques and BACS payments relating to Green or Trade Waste Income. The Company shall take appropriate steps to process and post the details against the customer's records.		Daily processing to ensure timely posting.
PA036	Parks, Trees & Open Spaces	The Company shall ensure that system access is restricted to the Company users and its partners where applicable and that the security of the system is assured at all times. The Company shall provide and maintain a structure of system security that reflects user's roles to ensure that the system remains free from fraudulent activity and that there is appropriate separation of duties.		Daily
PA037	Parks, Trees & Open Spaces	The Company shall produce its year end accounts in line with the timetable and format agreed with PCC's Finance Team.	Accounts submitted on time	Annually

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6 Performance Indicators

Output Specification: **Passenger Transport**

Function	KPI	Performance Indicators to report to the Board and PCC	Current baseline	Year-end projections	Company year 1 target
Parks, Trees & Open Spaces	001	Cost of parks, trees and open spaces service per household			
Parks, Trees & Open Spaces	002	Total labour costs as a percentage of total expenditure			
Parks, Trees & Open Spaces	003	Transport cost as a percentage of total expenditure			
Parks, Trees & Open Spaces	004	Transport cost as a percentage of total expenditure			
Open Spaces	005	Hectares of maintained public open space per 1,000 head of population			
Parks	006	Number of Green Flags awarded (all categories)			
Parks, Trees & Open Spaces	007	LAMS quality inspections score			
Parks, Trees & Open Spaces	008	LAMS percentage of sites classed as acceptable			
Parks, Trees & Open Spaces	009	PI 34 Environmental practices			
Parks, Trees & Open Spaces	010	PI 39 Countryside management			
Parks, Trees & Open Spaces	011	Local authority and community playgrounds per 1,000 children			
Parks, Trees & Open Spaces	012	Average NPFA play value score of children's playgrounds			
Parks, Trees & Open Spaces	013	Hectarage of local nature reserves (LNR) per 1,000 head of population			

Output Specification: **Passenger Transport**

Function	KPI	Performance Indicators to report to the Board Only	Current baseline	Year-end projections	Company year 1 target
Parks, Trees & Open Spaces	028	Percentage of Customers Satisfied with the service.			
Parks, Trees & Open Spaces	029	Number of Customer Complaints received			
Parks, Trees & Open Spaces	030	Annualised Staff Absence (All)			
Parks, Trees & Open Spaces	031	Annualised Staff Absence (Short-Term)			
Parks, Trees & Open Spaces	032	Annualised Staff Absence (Long-Term)			
Parks, Trees & Open Spaces	033	Percentage of establishment posts filled			
Parks, Trees & Open Spaces	034	Percentage of Agency Staffing days vs total establishment days			
Parks, Trees & Open Spaces	035	Support costs as a percentage of Total Costs			
Parks, Trees & Open Spaces	036	Number of hectares maintained per FTE front line employee			

Output Specification: **Passenger Transport**

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17 Definitions

The words in this Passenger Transport Output Specification will have the meanings attributed to them in the Agreement where the context so permits and unless otherwise stated.

In this Output Specification, unless the context otherwise requires, the following words and expressions will have the meanings given below:

Term	Definition
BACS	means an electronic system to make payments directly from one bank account to another.
CIPFA	means the Chartered Institute of Public Finance and Accountancy
DEFRA	means Department of Environment, Food and Rural Affairs
FOI	means Freedom of Information
HMRC	means Her Majesty’s Revenue and Customs
Kg	means Kilograms
KPI	means Key Performance Indicator
LGO	means the Local Government Ombudsman
NFI	means National Fraud Initiative
PCC	means Peterborough City Council

Core systems

- Customer Services System
- Payroll System (to be procured)
- Finance Management System (to be procured)

Company Liaison

The Company will interface with internal and external organisations as required including but not limited to the following:

Internal

- Portfolio Holders and other Elected Members at Peterborough City Council (PCC)
- PCC's Scrutiny Committee
- PCC's Audit Committee
- PCC's Shareholder Committee
- PCC's Shareholder Representative
- PCC Customer Services
- PCC Finance Team
- Trade Unions

External

- DEFRA
- Other Government departments
- Environment Agency
- External and Internal Auditors
- Other Local Authorities
- Contractors and other suppliers of goods and services
- Disabled person groups
- Professional Institutes
- Office for National Statistics (ONS)
- Benchmarking groups
- Police
- HMRC
- Local Government Ombudsman

Designated Offices

Registered Office
Sand Martin House
Bittern Way
Fletton Quays
Peterborough
PE2 8TY

Operational Office
Fengate Depot
Nursery Lane
Peterborough
Cams
PE1 5BG

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18 Scope

General Introduction

The Passenger Transport service includes responsibility:-

- The Partner shall support the Authority to ensure the national indicators for transport are achieving expectations. These national indicators include but are not limited to:
 - NI167 – Congestion: average journey time;
 - NI175 – Access to services and facilities by sustainable transport;
 - NI177 – Local bus passenger journeys;
 - NI198 – Children travelling to school.
- To stop at all recognised stops or pick up points as specified in the route information contained within this specification or any subsequent amendment.
- To ensure PT02, PT05 and PT06 services operate in line with the timetables in Appendix A and/or as periodically revised and agreed with PCC .
- Ensure vehicles carrying out PT03 and PT04 Services arrive at the school 10 minutes before the afternoon departure time specified in the route information stated within this specification.
- To provide all passengers on PT02 Services with an electronic ticket for their journey which details the type of passenger carried and the fare charged.
- To ensure that they check that all students using PT03 Services have a valid student bus pass. Where a student does not present a valid student bus pass, or presents an invalid pass, the Company will take the name and address of the student, let them on the bus and report it back weekly to PCC.

- To replace vehicles when they are no longer suitable for provision of this service.
- To provide in line with the Transport Act 2000 139(6):
 - Printed information about routes and timetabling of the Service Element; and
 - Information about fares for journeys on the Service Element it is providing.
- To provide passenger transport services on the following routes in accordance with the relevant Schedule 2 Part 2 to meet the requirements of PT02 (Service Delivery Public Transport Services):
 - 401 Peterborough - Barnack – Stamford;
 - 404 Peterborough – Wansford – Stamford;
 - Local Link 406 Werrington – City Bretton;
 - Local Link 408 Bretton – Milfield – City;
 - Local Link 401 Thornhaugh – Queensgate;
 - Local Link 407 Queensgate – Stanground – Hampton – Orton;
 - Local Link 410 Newborough – Eastern Industry – Queensgate;
 - Local Link 411 Eton – Newborough Dogsthorpe – Queensgate
- The Partner shall provide mainstream school transport Services on the following routes in accordance with Schedule 2 Part 2 to meet the requirements of PT03:

AM35	AM37	AM42	AM43	AM44	AM45
AM47	SG09	DE27	DE32	DE33	NE01

- To provide Special Educational Needs school transport Services on the following routes in accordance with Schedule 2 Part 2 to meet the requirements of PT04:

MA39	MA40	MA60	S600
S601	S602	S915	

- The Partner shall provide Community Link transport Services on the following. Routes in accordance with Schedule 2 Part 2 to meet the requirements of PT05:
 - Area A;
 - Area B;
 - Area C.
-

Inclusions

The Company will provide or undertake (inter alia) the following:

- To make claims for any bus service operator’s grant in respect of the mileage operated on eligible journeys retaining all grant monies received.
- To ensure that any public transport route where journeys are to be made available with separate fares is registered with the Traffic Commissioner. All such routes are conditional upon a valid registration being accepted by the Traffic Commissioner in respect of the proposed route and this must be in line with this specification. If the registration is revoked, PCC may need to invoke the Step-In Rights referred to in the Operational Services Agreement.
- To ensure all payments are made in respect of the service registration or amendments thereto.
- To augment the service, where it deems applicable, with additional journeys operated commercially, at other times of the day, or on other days of the week. These journeys will not form part of this specification.

Output Specification: Passenger Transport

- The Partner must notify the Authority immediately of any public enquiry by the Traffic Commissioner, and subsequent prohibition notices, served under the Public Passenger Vehicles Act 1981 or any amendment or re-enactment thereof in respect of any of his vehicles, whether in use for the purpose of this Contract or otherwise. Should the Partner fail to immediately notify the Authority, the Authority may invoke the Step-In Rights referred to in the Operational Services Agreement in relation to this Service Element.
- To ensure any vehicle designed to carry more than 8 passengers, used in the performance of PT03 displays a school bus sign both front and rear, in accordance with the Road Vehicles Lighting (Amendment) Regulations 1994.
- To ensure every vehicle designed to carry more than 8 passengers used in the performance of this service is fitted with a large type, oblong mirror on the nearside of the vehicle in such a position as to enable the driver whilst seated to have an unobscured and adequate view of the exit door.
- To ensure PSV vehicles with manual doors are not used to operate on any PT services.
- To ensure that on routes not available to the general public, seat belts are fitted and wherever structurally possible they will be three point belts. Each passenger will have an individual belt.
- All seat harnesses must be properly fixed and work effectively. The harnesses must be cleaned and tested at the beginning of every day.
- To ensure that where wheelchairs are conveyed, that the driver and escort have been trained on the approved method of securing wheelchairs.
- To ensure that all wheelchairs and passengers are secure whilst the vehicle in motion and that where an electric wheelchair is carried the vehicle is fitted with a tail lift wheelchairs are secured whilst on the lift.
- To ensure where a vehicle, designed to carry fewer than 17 passengers is used, it does not have side facing seats.
- To ensure any vehicle used does not carry any form of political advertising.
- To use double deck vehicles only on permitted home to school transport routes, in isolated incidences and with the prior permission of PCC.
- To ensure, for PT03 and PT04 routes, that all vehicles are fitted with a means of communication with the Company base or carry an escort and ensure pupils are never left unattended whilst being conveyed.
- To ensure all vehicles used in the delivery of the PT02 service are fitted with real time passenger information systems that can communicate with bus stops within the Peterborough unitary area.
- To ensure for PT03 and PT04 routes that a first aid kit is available in each vehicle.

- To ensure PSV vehicles are no older than twelve years for PT03 and PT04 routes and ten years for PT02 and PT03 routes, unless the operator can demonstrate that the vehicle has been comprehensively re-furbished on inspection by PCC.
- To ensure that for PT03 and PT04 the route is displayed at the front of each vehicle.
- To display on the inside of vehicles a sign stating the service is financially supported by PCC, together with any other notices which PCC may reasonably require.
- To acknowledge on any publicity produced that the service is financially supported by PCC.
- To ensure times within the timetable are listed using the 24hr clock format in accordance with Association of Transport Co-ordinating Officers (ATCO) guidelines ensuring the information is available in printed form and electronically for passengers to access via PCC's website.
- To supply printed information as detailed above to PCC's Travelchoice Centre, and at Queensgate Bus Station, Destination Centre and other places as requested.
- To provide where requested timetables in large print for the visually impaired.
- To supply information as requested by PCC to support a quarterly publication called 'Bus News' providing details of route and timetable changes;
- To review, with PCC, routes and/or timetable information at least twice each year.
- To ensure, where changes to timetables and routes are made that new timetables are available and published [2 weeks] prior to any change taking place.
- To advertise and publicising any change to this service.
- To ensure in so far as it is reasonable for routes PT04 and PT05
 - that there is a regular named driver(s) and escort on each route;
 - for PCC to approve any new driver and escort to ensure the Partner does not appoint personnel that have previously been refused employment for a similar position with another service provider;
 - that all drivers/escorts, including agency and sub-contracted staff, have an enhanced CRB Disclosure approved and recorded;
- To provide an escort on all PT04 services.
- To provide for all PT Services approved competent drivers and escorts of clean and smart appearance carrying out their duties in a courteous manner.

- To ensure that all drivers and escorts used work towards obtaining an NVQ level or equivalent in Customer Care.
- To provide, for school routes serving primary schools, an escort on any vehicle designed to carry more than 8 passengers where the passenger door cannot be controlled by the driver without him leaving his seat. This decision will be made at the discretion of PCC.
- To display only appropriate advertising material internally or externally.
- To ensure all vehicles carry the Travelchoice and Local Link branding on Local Link and Community Link routes only.
- To ensure all timetable and printed information produced displays the Authority logo, Travelchoice branding and the Traveline logo.
- To ensure no-smoking at all times during the operation of this service and encourage school transport drivers and escorts not to smoke 20 minutes prior to collecting.
- To ensure all vehicles used have smoking prohibited throughout the vehicle with signs displayed accordingly.
- To ensure for PT02 that arrangements are in place to deal with lost property, in accordance with the Public Service Vehicles (Lost Property) Regulations 1978 (as amended).
- To ensure for all other parts of this service that lost property left on any vehicle is collected and either advise the Authority or return it within 2 Working Days to the school from which the students came.
- To operate a fare structure in accordance with Appendix B of this Service Element of the Specification.
- To retain all fares in respect of PT02 and PT05.
- To claim from PCC for concessionary travel.
- To operate PT02 and PT05;
 - Allowing no more than two children aged below six to be carried without charge when travelling with a passenger holding a valid adult passenger's ticket. Additional children aged below six will be charged for.
 - Ensuring children aged over six and under the age of seventeen are charged fares in accordance with fare structure in Appendix B unless provided with an Authority issued student bus pass. This student bus pass will allow free travel on schooldays between the boarding and alighting points specified on the student bus pass for journeys to and from school or college. Details of the design and colour of the student bus pass and restrictions on use will be supplied to the Partner on a regular basis.
 - Allowing passengers holding return or other discount tickets, who made their outward journey the same day on parallel, routes to make a return journey without further payment (this is currently under review by the Authority).

- To be responsible for any loss of revenue arising as a result of any employee dishonesty, acts or omissions.
- To ensure that every student's bus passes are examined before they access the bus and that only students holding a valid pass are transported without charge. Passes issued by PCC are subject to the following conditions:
 - Valid on the specified service for one return journey only between the points shown on the pass, provided that the journey to school starts before 16:00 hours and the return journey starts before 20:00 hours unless otherwise stated.
 - Unless otherwise stated, only valid on Mondays to Fridays during school terms only, until the expiry date shown.
 - Only valid when used by the person to whom it is issued.
- To take part in any ticketing initiatives following discussions and agreement with PCC, on PT02 and PT05 Services.
- To ensure all vehicles used for the provision of PT02 and PT05 are wheelchair accessible.
- To ensure seat belts are provided on all PT03, PT04, PT05 and PT06 Services.
- To ensure all employees engaged on PT01, PT04 and PT05 have an Enhanced Criminal Records Bureau check approved.
- To take all reasonable steps, for PT03 and PT04 Services, to ensure the appropriate conduct of passengers whilst travelling on any vehicle and report immediately to PCC/Head Teacher/Principal of the school/college/day centre involved, any cases of disorderly, unruly or other inappropriate conduct so that the relevant action may be taken. The Company may be required to co-operate in any such action but will not be responsible for taking the action.

PT02 Service Delivery Public Transport Services Routes

- Route:
 - 401 Peterborough – Barnack – Stamford;
 - 404 Peterborough – Wansford – Stamford.

Days of operation: Sundays and Bank Holidays (58 days per calendar year).

Timetable requirement: In line with the timetable in Appendix A

Stopping place: All recognised stops en route.

Level of service on or around Bank Holidays: Sunday service Bank Holiday Monday and Easter Sunday.
Service on Good Friday to be determined on an annual basis.
No service on Christmas Day, Boxing Day and New Year’s Day.

Vehicle Requirements: A low-floor wheelchair accessible vehicle with a minimum capacity of 24 seats.
Local Link branding may be required on vehicles used on these services.

Special conditions: Passengers holding return or other discount tickets who make their outward journey the same day on services listed below shall be permitted to make a return journey without further payment:-

Stagecoach	Citi 2	Queensgate - Bretton
Stagecoach	Citi 3	Queensgate - Bretton

Route description: Stagecoach Dayrider and Megarider tickets only valid between Queensgate and Bretton on Service 401 and between Queensgate and Wansford on Service 404.
Delaine and Kimes weekly tickets valid for all journeys.
Local Link 401: Peterborough – Barnack – Stamford
Queensgate Bus Station, Thorpe Road, Aldermans Drive, Mayor’s Walk, Priory Road, Westfield Road, Cranford Drive, Bretton Gate, Edith Cavell Hospital, Bretton Gate, Bretton Way, Rightwell, Bretton Centre, Flaxland, Bretton Way, Melton Road, Marholm, Stamford Road, Willow Brook Farm Shop, Stamford Road, King Street, Helpston – Broad Wheel Road, Woodgate, West Street, B1443, Bainton, B1443, Barnack - Station Road,

Main Street, Barnack Square, Jack Haws Lane, B1443,

Stamford: Water Street, St Mary's Hill, St Mary's Street, St John's Street, Red Lion Square, Scotgate, North Street, East Street, St Pauls Street, Uffington Road, Morrisons, Return from Morrison's via Uffington Road, Ryhall Road, Drift Road, Conduit Road, East Street, North Street, Scotgate, All Saint's Street, St Peter's Hill, Stamford Bus Station, St Peter's Hill, Sheep Market, St Mary's Street, St Mary's Hill, Water Street, then as outward route reversed to Mayor's Walk, Midland Road, Thorpe Road to Queensgate Bus Station.

Certain Journeys to operate from Queensgate Bus Station via Bourges Boulevard, A15, Lincoln Road, Werrington Parkway, Glinton By-pass, Helpston Road, B1443, Helpston – Glinton Road, West Street, B1443, Barnack – Station Road, Bainton Rod, Uffington Road, A16 Uffington, Stamford – Uffington Road, Morrison's, Uffington Road, Ryhall Road, Drift Road, Conduit Road, East Street, North Street, Scotgate, All Saint's Street, St Peter's Hill, Stamford Bus Station. Return as outward route reversed.

Hail and Ride: Wherever safe to do so in rural areas.

Local Link 404: Stamford – Wansford – Peterborough
Queensgate Bus Station, Thorpe Road, Aldermans Drive, Mayors Walk, Priory Road, Westfield Road, Cranford Drive, Bretton Gate, Edith Cavell Hospital, Bretton Gate, Bretton Way, Flaxland, Bretton Centre, Rightwell, Bretton Way, A47, Castor

Road, Peterborough Road, Ailsworth: A47, Wansford: Old Great North Road, Old Leicester Road, A47, A43, Duddington: High Street, Stamford Road, A43, Collyweston, Easton on the Hill: Stamford Road, Porters Lane, High Street, A43, Wothorpe, Stamford: Kettering Road, High Street St Martins, St Mary's Hill, St Mary's Street, Sheep Market, St Peter's Hill, Stamford Bus Station, St Peter's Street, Tinwell Road, Roman Bank, Empingham Road, A1(S) Wittering: Townsend Road, Burghley Avenue, St Mary's Avenue, St Georges Road, Parker Road, Legg Road, Trent Road, Church Road, Townsend Road, Exeter Road, Burghley Avenue, Townsend Road, Bonemills Road, A47, Wansford: Old Leicester Road, Old Great North Road, A47, old A47 Ailsworth : Peterborough Road, Castor : Peterborough Road, Castor Road, A47, Bretton Way, Flaxland, Bretton Centre, Rightwell, Bretton Gate, Edith Cavell Hospital, Bretton Gate, Cranford Drive, Westfield Road, Grange Road, Mayor's Walk, Midland Road, Thorpe Road, Queensgate Bus Station.

Return from Queensgate Bus Station via Thorpe Road, Aldermans Drive, Mayor's Walk then as outward route reversed.

Certain journeys to operate from East Street via Conduit Road, Drift Road, Stamford College, Drift Road, Uffington Road, Morrison's, Priory Road, Wharf Road, St Mary's Hill, St Mary's Street, Sheep Market, St Peter's Hill, Stamford Bus Station.

Hail and Ride:	Wherever safe to do so in rural areas. All roads in Wittering, Wansford, Castor & Ailsworth. Cranford Drive, Atherstone Avenue, Westfield Road, Grange Road, Midland Road/Aldermans Drive.
• Route:	<ul style="list-style-type: none">• Local Link 406 Werrington – City – Bretton;• Local Link 408 Bretton – Millfield – City
Days of operation:	Mondays to Saturdays (304 days per calendar year).
Timetable requirement:	In line with Appendix A
Stopping places:	All recognised stops en route.
Level of service on or around bank holidays:	No service on Christmas Day, Boxing Day, New Year’s Day or Bank Holiday Mondays. Normal service on Good Friday, Christmas Eve and New Year’s Eve.
Vehicle requirements:	A bespoke low-floor wheelchair accessible vehicle with a minimum capacity of 33 seats will be supplied by Peterborough City Council. Partner to supply 3 x low floor wheelchair accessible vehicles under 10 years of age with a minimum capacity 33 seats plus an additional vehicle on school day afternoons under 10 years of age with a minimum capacity 33 seats. Local Link branding may be required on vehicles used on these

Special conditions: services.
 Passengers holding return or other discount tickets who make their outward journey the same day on parallel services listed below shall be permitted to make a return journey without further payment:-

Stagecoach	Citi 1	Queensgate - Werrington
Stagecoach	Citi 2	Bretton - Queensgate - Gunthorpe
Stagecoach	Citi 3	Bretton - Queensgate
Stagecoach	Service 22	Queensgate - Werrington
R Kime & Co.	Service 71	Queensgate - Werrington
Delaine Buses	Service 101/102	Queensgate - Werrington
Delaine Buses	Service 201	Queensgate - Werrington
Local Link	Service 301	Queensgate - Bretton
Local Link	Service 413	Queensgate - Werrington

School transport: Stagecoach Dayrider and Megarider tickets to be accepted.
 To provide a 15 minute service from Bretton to Voyager School from 07:00 – 08:20 and from Voyager School to Bretton from 15:35 – 17:45.

Route description:

Local Link 406

From Werrington Centre via Goodwin Walk, Fulbridge Road, Gunthorpe Road, Pennine Way, Hallfields Lane, Gunthorpe Road, Gunthorpe Ridings, Paston Ridings, Donaldson Drive, Lethbridge Close, Holmes Way, Donaldson Drive, Paston Ridings, Topmoor Way, Fulbridge Road, St Pauls Road, Dogsthorpe Road, Elmfield Road, Garton End Road, Dogsthorpe Road, Lincoln Road, Westgate, Queensgate Bus Station, Crescent Bridge, Thorpe Road, Audley Gate, Ledbury Road, Atherstone Avenue, Cranford Drive, Hartwell Way, Lutton Grove, Hampton Court, Wicken Way, Hartwell Way, Cranford Drive, Bretton Gate, Edith Cavell Hospital, Bretton Gate, Rightwell East, Bretton Centre. Vehicle to continue as Local Link 408.

Return as outward route reversed to Cranford Drive, Hartwell Way, Lutton Grove, Hampton Court, Wicken Way, Hartwell Way, Cranford Drive then as outward route reversed to Gunthorpe Road, Fulbridge Road, The Green, Church Street, Lincoln Road, Southwell Avenue, Twelvetrees Avenue, Hodgson Avenue, Goodwin Walk to Werrington Centre.

Route description:

Local Link 408

Bretton Centre via Flaxland, Bretton Way, Rhubarb Bridge, Lincoln Road, Mountsteven Avenue, Croyland Road, Holland Avenue, Fulbridge Road, Sheriden Road, Chaucer Road, Keat's Way, Scotney Street, Westgate to Queensgate Bus Station.

Alternative routes:	<p>Return as outward route reversed to Bretton Centre. Vehicle to continue as Local Link 406.</p> <p>From Bretton Way, via Sterling Way, Conningsby Road, Sterling Way, Bretton Way, Rhubarb Bridge, Bourges Boulevard, Lincoln Road and normal line of Route.</p> <p>Light journeys operate from Mountsteven Avenue, via Croyland Road, Holland Avenue, Fulbridge Road, Soke Parkway, Bretton Gate, Rightwell East to Bretton Centre and vice versa.</p>
Hail and Ride:	<p>Any point between Werrington Centre and Paston Ridings/Paston School, between Fulbridge Road/Francis Gardens and Dogsthorpe Road between Thorpe Road/District Hospital and Hartwell Way/Everdon Way, between Mountsteven Avenue/Arundel Road and Fulbridge Road/ Marlow Grove, and between Sheriden Road/ Fulbridge Road and Lincoln Road/Norfolk Street.</p>
Routes	<ul style="list-style-type: none">• Local Link 401 Thornhaugh – Queensgate;• Local Link 407 Queensgate – Stanground – Hampton – Orton
Days of operation:	Mondays – Saturdays (304 days per calendar year)
Timetable:	In line with the timetable in Appendix A.
Stopping places:	All recognised stops en route.
Level of service on or around Bank Holidays:	No service on Bank Holiday Mondays, Christmas Day, Boxing Day and New Year’s Day. Normal service on Good Friday,

Vehicle requirements:	<p>Christmas Eve and New Year's Eve.</p> <p>A bespoke low-floor wheelchair accessible vehicle will be supplied by Peterborough City Council for this Service. Local Link branding will be required on vehicles used on these services. An additional low-floor wheelchair accessible vehicle under 10 years of age with a minimum capacity of 33 seats to be supplied by Partner.</p>
Special conditions:	<p>Local Link branding may be required on vehicles used on these services.</p> <p>Passengers holding return or other discount tickets who make their outward journey the same day on services listed below shall be permitted to make a return journey without further payment:-</p>

Stagecoach	Citi 1	Queensgate - Orton
Stagecoach	Citi 2	Queensgate - Bretton
Stagecoach	Citi 3	Bretton - Queensgate - Stanground
Stagecoach	Citi 6	Queensgate - Hampton
Stagecoach	Service 46	Queensgate - Hampton
Delaine Buses	Service 201	Stamford - Queensgate
Stagecoach	Service 31	Queensgate - Stanground
Stagecoach	Service 32	Queensgate - Stanground
Stagecoach	Service 33	Queensgate - Stanground
Local Link	Service 406	Queensgate - Bretton
Local Link	Service 408	Queensgate - Bretton
Judd's Travel	Service 701	Queensgate - Stanground

Stagecoach Dayrider and Megarider tickets to be accepted.

School transport obligation: Local Link 401 approx 21 pupils Kings School

Route description: Local Link 401 Thornhaugh – Queensgate
 From Thornhaugh Green via A1(N), Wittering: Townsend Road,
 Burghley Avenue, St Mary’s Avenue, St Georges Road, Parker

	<p>Road, Legg Road, Trent Road, Church Road, Townsend Road, Exeter Road, Burghley Avenue, Townsend Road, A1(N), B1081, St Martins High Street, B1443, Jack Haws Lane, Barnack Square, Main Street, Station Road, B1443 Bainton, unclassified, Ufford, Marholm, Melton Road, Bretton Way, Flaxland, Bretton Centre, Rightwell East, Bretton Gate, Soke Parkway, Bourges Boulevard, Lincoln Road, St Pauls Road, Alexandra Road, Park Road, Burghley Square, Broadway, Westgate, Queensgate Bus Station. Vehicle then operates as Local Link 407 to Orton. Return as outward route reversed.</p>
Route description:	<p>Local Link 407 Queensgate – Stanground – Hampton – Orton From Queensgate Bus Station, Bourges Boulevard, Rivergate, London Road, Glebe Road, Queens Road, Fletton Avenue, Whittlesey Road, South Street, Church Street, Mount Pleasant, North Street, Daffodil Grove, Thistle Drive, Coneygree Road, Lawson Avenue, Southfields Drive, Coneygree Road, Kingston Drive, Southfields Avenue, Romany Gardens, Whittlesey Road, Fletton Parkway, The Serpentine, Serpentine Green, The Serpentine, Nene Way, Malborne Way, Toftland, Orton Busway, Winyates, Meriton, Misterton, Orton Centre, Misterton, Orton Busway, Newcombe Way. Return from Newcombe Way via Goldhay Way, Misterton and outward route reversed.</p>
Hail and Ride:	<p>Glebe Road, Queens Road, between Church Street/Chapel Street and Southfields Avenue/Romany Gardens. Routes Local Link 410 Newborough – Eastern Industry - Queensgate Local Link 411 Peakirk – Newborough – Dogsthorpe – Queensgate</p>
Days of operation:	<p>Local Link 410 - Mondays – Saturday. Local Link 411 – Monday - Friday</p>

Timetable:	In line with the timetable below in Appendix A.
Stopping places:	All recognised stops en route.
Level of service on or around Bank Holidays:	No service on Christmas Day, Boxing Day, New Year's Day and Easter Sunday. Sunday service on Bank Holiday Mondays. Normal service on Good Friday, Christmas Eve and New Year's Eve.
Vehicle requirements:	2 x bespoke low-floor wheelchair accessible vehicles (1 x 33 seater plus 1 x 37 seater) will be supplied by Peterborough City Council for this Service. Local Link branding will be required on vehicles used on these services. A wheelchair accessible replacement vehicle with a minimum capacity of 33 seats to be provided by the operator to cover for planned or emergency maintenance. Service 411 must be operated with a minimum 37 seat vehicle on schooldays.
Special conditions:	Passengers holding return or other discount tickets who make their outward journey the same day on services listed below shall be permitted to make a return journey without further payment:

Stagecoach	Citi 7	Queensgate - Parnwell
Stagecoach	Service 22	Queensgate - Northborough
Stagecoach	Service 36	Queensgate - Newark
Stagecoach	Service 37	Queensgate - Newark
Delaine Buses	Service 101/102	Queensgate - Northborough
Delaine Buses	Service 201	Queensgate - Helpston
Newborough	Service 306	Queensgate - Peakirk
Local Link	Service 406	Queensgate - Werrington
Local Link	Service 408	Queensgate - Walton
Local Link	Service 413	Queensgate - Barnack

Stagecoach Dayrider and Megarider tickets to be accepted.
 07:53 departure from Peakirk to await the arrival of Local Link 413 before departing
 School transport obligation: Approximately 27 pupils to and from Kings School on service 411.

Route description:

Local Link 410
 Queensgate Bus Station, Bourges Boulevard, Bishops Road, Fengate, Padholme Road East, Vicarage Farm Road, Newark

Alternative route:	<p>Road, Oxney Road, Sainsbury's , Oxney Road, Parnwell Way, Keys Park (Reverse), Parnwell Way, Paston Parkway, Eye Bypass, Newborough Road, Gunton's Road Newborough –</p> <p>Gunton's Road, School Road, Peterborough Road, Thorney Road, Gunton's Road. Return via Gunton's Road, Newborough Road then as outward route reversed.</p> <p>Certain journeys to operate from Fengate, via Boongate, Mallory Road, Showcase Cinema, Mallory Road, Boongate, Carr Road, Padholme Road East, Vicarage Farm Road and normal line of route.</p> <p>Certain journeys to operate from Showcase Cinema via Mallory Road, Boongate, Frank Perkins Parkway, Oxney Road, Sainsbury's, Oxney Road, Newark Road, Vicarage Farm Road, Padholme Road East, Fengate and normal line of route.</p> <p>Certain journeys to operate from Parnwell Way, Keys Park (reverse), Keys Park, Parnwell Way and normal line of route.</p> <p>Certain journeys to operate from Gunton's Road, via Thorney Road, B1443, Peakirk, - Thorney Road, St Pega's Road, B1443, Glington – The Green, Lincoln Road, Northborough – Lincoln Road, Maxey Road, Maxey – Maxey Road , High Street.</p> <p>Hail and Ride: Between Fengate/Star Road and Newark Road/Vicarage Farm Road.</p>
Route description:	<p>Local Link 411</p> <p>From Peakirk via B1443, Newborough, Thorney Road, Guntons Road, Newborough Road, A47, Welland Road, Eastern Avenue, Western Avenue, Chestnut Avenue, Central Avenue, Garton End Road, Newark Avenue, Eastfield Road, Broadway, Westgate to Queensgate Bus Station. Return as outward route reversed</p>
Hail and Ride:	<p>Wherever safe to do so in rural area.</p>

PT03 – Mainstream School Transport_Routes

- Route number AM35

Route description: Ailsworth, Castor to Arthur Mellows Village College
Pick-up-point: Ailsworth, Bus Shelter, Peterborough Road
Castor, Royal Oak, Peterborough Road School: Arthur Mellows Village College, Helpston Road, Glinton PE6 7JX

Arrival Time at School: 08:40

Departure time from school: 15.15 (vehicles need to arrive at school by 15.00)

Timetable requirements: Timetable as agreed with the Partner (Partner to submit as part of bid).

Vehicle requirements: Licensed vehicle
Minimum seats 53, seatbelts must be provided. No older than twelve years unless the operator can demonstrate that the vehicle has been comprehensively refurbished on inspection by a Authority officer. Double deck vehicles are not accepted on this route.

Wheelchair access: No

Escort required: No

- Route number AM37

Route description: Wittering to Arthur Mellows Village College

Pick-up-point: Wittering, Burghley Avenue, Bus Stop,
Wittering, Parker Road.

School: Arthur Mellows Village College, Helpston Road, Glinton PE6
7JX

Arrival time at school: 08:40

Departure time from school: 15:15 (vehicles need to arrive at school by 15:00)

Timetable requirements: Timetable as agreed with the Partner (Partner to submit as part of bid).

Vehicle Requirements: Licensed vehicle
Minimum seats 53, seatbelts must be provided
No older than ten years unless the Partner can demonstrate that the vehicle has been comprehensively re-furbished on inspection by an Authority officer. Double deck vehicles are not accepted on this route.

Wheelchair access: No

Escort required: No

- Route number AM42

Route description: Wittering Ford, Southorpe, Upton, Sutton, Ailsworth, Castor to Arthur Mellows Village College

Pick-up-point: Wittering Ford, Mill Farm, Barnack Road, Southorpe, Stuart House, Walcot Road, Upton village, Sutton, Village Crossroads Ailsworth, Peterborough Road, opposite bus shelter

Castor School: Arthur Mellows Village College, Helpston Road, Glinton PE67JX

Arrival time at school: 08:40

Departure time from school: 15:15

Timetable requirements: Timetable as agreed with the Partner (Partner to submit as part of bid).

Vehicle Requirements: Licensed vehicle
Minimum seats 53, seatbelts must be provided. No older than twelve years unless the operator can demonstrate that the vehicle has been comprehensively refurbished on inspection by an Authority officer. Double deck vehicles are not accepted on this route.

Wheelchair access: No

Escort required: No

- Route number AM43

Route description: Wothorpe, Pilsgate, Barnack, Ufford to Arthur Mellows Village College

Pick-up-point: Wothorpe, First Drift Kettering Road bus shelter, Pilsgate, Burghley House Gates, Pilsgate Stamford Road bus shelter, Barack Square bus shelter, Ufford opposite Old White Hart Inn.

School: Arthur Mellows Village College, Helpston Road, Glinton PE67JX

Arrival time at school: 08:40

Departure time from school: 15:15 (vehicle need to arrive at school by 15:00)

Timetable requirements: Timetable as agreed with the Partner (Partner to submit as part of bid).

Vehicle Requirements: Licensed vehicle

Minimum seats 53, seatbelts must be provided. No older than twelve years unless the operator can demonstrate that the vehicle has been comprehensively refurbished on inspection by an Authority officer. Double deck vehicles are not accepted on this route.

Wheelchair access: No

Escort required: No

- Route number AM44

Route description: Wittering to Arthur Mellows Village College

Pick-up-point: Wittering Burghley Avenue bus stop,

School:	Wittering Spar Shop St Georges Road, Wittering Legg Road bus stop, Wittering Church Road bus shelter, Arthur Mellows Village College, Helpston Road, Glinton PE67JX
Arrival time at school:	08:40
Departure time from school:	15:15 (vehicles need to arrive at school by 15:00)
Timetable requirements:	Timetable as agreed with the Partner (Partner to submit as part of bid).
Vehicle requirements:	Licensed vehicle Minimum seats 53, seatbelts must be provided. No older than twelve years unless the operator can demonstrate that the vehicle has been comprehensively refurbished on inspection by an Authority officer. Double deck vehicles are not accepted on this route.
Wheelchair access:	No
Escort required:	No
	<ul style="list-style-type: none">• Route number AM45
Route description:	Wittering, Wansford to Mellows Village College
Pick-up-point:	Wittering, Townsend Road Post Office, Wansford Old Leicester Road Robinswood, Wansford Old Great North Road bus shelter.
School:	Arthur Mellows Village College, Helpston Road, Glinton PE67JX
Arrival time at school:	08:40
Departure time from school:	15:35
Timetable requirements:	Timetable as agreed with the Partner (Partner to submit as part of bid).

Vehicle requirements: Licensed vehicle
Minimum seats 53, seatbelts must be provided. No older than twelve years unless the operator can demonstrate that the vehicle has been comprehensively refurbished on inspection by an Authority officer. Double deck vehicles are not accepted on this route.

Wheelchair access: No

Escort required: No

- Route number AM47

Route description: Bretton, Marholm, Milton to Mellows Village College

Pick-up-point: Bretton, Risby, Marholm, Walton Road, Milton Ferry, Marholm Road opposite Golf Course, Marholm Crossroads.

School: Arthur Mellows Village College, Helpston Road, Glinton PE67JX

Arrival time at school: 08:40

Departure time from school: 15:15 (vehicle need to arrive at school by 15:00)

Timetable requirements: Timetable as agreed with the Partner (Partner to submit as part of bid).

Vehicle requirements: Licensed vehicle
Minimum seats 53, seatbelts must be provided. No older than fifteen years unless the operator can demonstrate that the vehicle has been comprehensively re-furbished on inspection by an Authority officer. Double deck vehicles are not accepted on this route.

Wheelchair access: No

Escort required: No

- Route number SG09

Route description: Eye, Thorney to St Guthlacs School

Output Specification: **Passenger Transport**

Pick-up-point:	Eye Little Close (1 pick up), Thorney, French Drove, Portsands,Farm (1 pick up), Thorney, French Drove, Gothic Farm New Cottage (1 pick up), Thorney, New Cut Road, The Old Post Office, Wryde Croft (2 pick ups), Thorney, New Cut Road, Bridge House (1 pick up), Thorney, New Cut Road (2 pick ups), Thorney, Wisbech Road, East Wryde Farm House (1 pick up), Thorney, Wisbech, Dukeshead Cottages (1 pick up)
School:	St Guthlacs School, Portland Road, Crowland, Lincs, PE6 0JA
Arrival time at school:	08:50
Departure time from school:	15:30 (vehicle needs to arrive at school at 15:15)
Timetable requirements:	Timetable as agreed with the Partner (Partner to submit as part of bid).
Vehicle Requirements:	Licensed PSV vehicle Minimum seats 17, seatbelts must be provided. No older than fifteen years unless the operator can demonstrate that the vehicle has been comprehensively re-furbished on inspection by an Authority officer. Double deck vehicles are not accepted on this route.
Wheelchair access:	No
Escort required:	No
	<ul style="list-style-type: none">• Route number DE27
Route description:	Gunthorpe, Werrington, Bretton to Sacred Heart R.C. Primary School
Pick-up-point:	Paston, Paston Ridings, Crabtree Gunthorpe, Gunthorpe Road, Harrier P.H Werrington, Hodgson Avenue, Abbotts Grove Bus Stop Werrington Centre, bus terminus Bretton, Bretton Way, Ellindon Bretton Way, Eyrescroft
School:	Sacred Heart R.C. Primary School, Tollgate, Bretton PE3 9XD
Arrival time at school:	08:45
Departure time from school:	15.25 (vehicle needs to arrive at school at 15:10)
Timetable requirements:	Timetable as agreed with the Partner (Partner to submit as part of bid).

Output Specification: **Passenger Transport**

Vehicle requirements: Licensed PSV vehicle
Minimum seats 8, seatbelts must be provided. No older than eight, seatbelts must be provided.

Wheelchair access: No

Escort required: No

- Route number DE32

Route description: Eye to Arthur Mellows Village College

Pick-up-point: Eye, Fountains Place, Eye, High Street, Adjacent Church

School: Arthur Mellows Village College, Helpston Road, Glinton PE67JX

Arrival time at school: 08:40

Departure Time from school: 15:15 (vehicle needs to arrive at school at 15:00)

Timetable requirements: Timetable as agreed with the Partner (Partner to submit as part of submission).

Vehicle requirements: Licensed vehicle
Minimum seats 31, seatbelts must be provided. No older than twelve years unless the operator can demonstrate that the vehicle has been comprehensively refurbished on inspection by an Authority officer. Double deck vehicles are not accepted on this route.

Wheelchair access: No

Escort required: No

- Route number DE33

Route description: Thorney, Eye to St John Fisher Catholic High School.

Pick-up-point: Thorney Fen, Dairy Drove (1 pick up), Thorney, Duke of Bedford, Primary School (2 pick ups)1, Thorney, Wisbech Road, Gas Lane Bus Shelter (1 pick ups), Eye, Blue Eye Café (1 pick up), Eye, Toscanini's (1 pick ups)

Output Specification: **Passenger Transport**

School:	St John Fisher Catholic High School, Park Lane, Peterborough, PE1 5JN
Arrival time at school:	08:35
Departure time from school:	15:15
Timetable requirements:	Timetable as agreed with the Partner (Partner to submit as part of bid).
Vehicle requirements:	Licensed vehicle Minimum seats 8. No older than eight years.
Wheelchair access:	No
Escort required:	No
	<ul style="list-style-type: none">• Route number NE01
Route description:	Borough Fen, Peakirk, Milking Nook to Newborough Primary School.
Pick-up-point am:	Fengate, Third Drove, Newborough, Willow Drive, Peakirk, Thorney Road, Westlake Lodge, Milking Nook, Glington Road, Milking Nook, Bridgehill Road, Werrington Bridge Road
School:	Newborough Primary School, School Road, Newborough PE6 7RG
Arrival time at school:	08:45
Departure time from school:	15:30 (vehicle needs to arrive at school at 15:15)
Timetable requirements:	Timetable as agreed with the Partner (Partner to submit as part of submission).
Vehicle Requirements:	Licensed vehicle Minimum seats 16, seatbelts must be provided. No older than twelve years unless the operator can demonstrate that the vehicle has been comprehensively refurbished on inspection by an Authority officer. Double deck vehicles are not accepted on this route.
Wheelchair access:	No

Escort required: No

PT04 Special Educational Needs Transport Routes

- Route number MA39

Route description: Milking Nook, Werrington, Walton to Marshfields School

Pick up point:

1. Milking Nook, Thorney Road
2. Werrington, Werrington Centre x 4
3. Werrington, Woodhall Rise
4. Werrington, Hodgson Centre Bus Stop
5. Werrington, Corfe Avenue Bus Stop x 2
6. Walton, Voyager School Bus Stop x 2
7. Walton, Lincoln Road, Paston Lane Bus Stop x 2

School:

Marshfields School, Eastern Close, Dogsthorpe, Peterborough,
PE1 4PP

Arrival time:

08:40

Departure time:

15:25

Vehicle requirements

PSV

Minimum seats 17

No older than fifteen years unless the operator can demonstrate that the vehicle has been comprehensively re-furbished on inspection by the Authority.

Wheelchair access

No

Special Requirements:

The children travelling have a range of needs including moderate learning difficulties, autistic traits and ADHD. Full information relating to the students needs will be issued to the

Partner [1 month] before the commencement of the route.
In accordance 3.39.3 all drivers and escorts must be authorised by the Integrated Passenger Transport Unit and have a current CRB Enhanced Disclosure prior to the commencement of this route. Drivers and escorts will adhere to driver and escort handbook and any other guidance issued by the Authority's Integrated Passenger Transport Unit.

- Route number MA40

Route description:	Orton Longueville, Orton Wistow, Orton Goldhay, Woodston to Marshfields School
Pick up point:	<ol style="list-style-type: none">1. Orton Longueville, Orton, Mere bus stop2. Orton Wistow, Wistow Way, Glendale bus stop3. Orton Goldhay, Orton Centre x 34. Orton Goldhay, Orton Busway, Pennington bus stop5. Orton Goldhay, Paynels bus stop6. Orton Goldhay, Clayton bus stop7. Woodston, Oundle Road,, Earl Spencer bus stop x 28. Woodston, Oundle Road, Cherry Tree bus stop
School:	Marshfields School, Eastern Close, Dogsthorpe, Peterborough, PE1 4PP
Arrival time:	08:45
Departure time:	15:25
Vehicle requirements	PSV Minimum seats 16

	No older than fifteen years unless the operator can demonstrate that the vehicle has been comprehensively re-furnished on inspection by the Authority.
Wheelchair access:	No
Special requirements:	The children travelling have a range of needs including moderate learning difficulties, autistic traits and ADHD. Full information relating to the students needs will be issued to the Partner [1 month] before the commencement of the route. In accordance 3.39.3 all drivers and escorts must be authorised by the Integrated Passenger Transport Unit and have a current CRB Enhanced Disclosure prior to the commencement of this route. Drivers and escorts will adhere to driver and escort handbook and any other guidance issued by the Authority's Integrated Passenger Transport Unit.
	<ul style="list-style-type: none">• Route number MA60
Route description:	Central - Marshfields School
Pick up point:	<ol style="list-style-type: none">1. Cambridge Avenue2. Cromwell Road3. Cobden Avenue bus stop (opposite Dental Surgery)4. Dogsthorpe Road, Junction All Saints Road5. Lincoln Road, bus depot6. Lincoln Road, Old School7. Lincoln Road, Graham's Chemist8. Eye Road (nr traffic lights opposite shops)
School:	Marshfields School, Eastern Close, Dogsthorpe, Peterborough,

Arrival time:	PE1 4PP 08:45
Departure time:	15:25 (vehicle needs to arrive at school at 15:20) Vehicle requirements PSV Minimum seats 16 No older than fifteen years unless the operator can demonstrate that the vehicle has been comprehensively re-furbished on inspection by the Authority.
Wheelchair access:	No
Special requirements:	The children travelling have a range of needs including moderate learning difficulties, autistic traits and ADHD. Full information relating to the students' needs will be issued to the Partner [1 month] before the commencement of the route. In accordance 3.39.3 all drivers and escorts must be authorised by the Integrated Passenger Transport Unit and have a current CRB Enhanced Disclosure prior to the commencement of this route. Drivers and escorts will adhere to the driver and escort handbook and any other guidance issued by the Integrated Passenger Transport Unit.
	<ul style="list-style-type: none">• Route number: S600
Route description:	Central – Heltwate School
Pick up point:	1. Granville Street 2. Hankey Street 3. Gladstone Street x 4 4. Clarence Road x 2

	5. Searjeant Street
	6. Parliament Street x 2
	7. Lincoln Road
School:	Heltwate School, Heltwate, Bretton, Peterborough, PE3 8RL
Arrival time:	08:35
Departure time:	15:10 (vehicle needs to arrive at school at 14:55)
Timetable requirements:	Timetable to be submitted by operator as part of bid.
Vehicle requirements:	PSV Minimum seats 17 No older than fifteen years unless the operator demonstrate that the vehicle has been comprehensively re-furbished on inspection by the Authority.
Wheelchair access:	No
Special requirements:	<ol style="list-style-type: none">1. Child has a diagnosis of Autistic Spectrum Disorder, and has no awareness of danger or consequences of his actions. He can become distressed by change or by not getting his own way and at these times he will need adult support to calm him down. Child requires a suitable child restraint and escort.2. The child has communication problems and a severe skin condition. He cannot hear very well which may be due to their skin condition.3. The child has Goldenhar's Syndrome and has long term, severe and complex difficulties associated with this. This child has a congenital heart defect for which it has had surgery. The child continues to be reviewed

by a Cardiologist but there are no specific restrictions on physical activity, although the child can get tired and a little short of breath at times. The child has no significant hearing in the right ear and wears a hearing aid in the left ear. When wearing the aid, his hearing is reasonably satisfactory. The child's gross motor skills are below average and the child has poor balance. The child's movements are slow and they do not understand the concepts of danger.

4. The child has global development delay and is very small for their age and may need harness.

5. The child has mild global developmental delay with associated learning difficulties, speech and language difficulties and delayed fine and gross motor skills.

Child is able-bodied girl and is generally in good health. She lacks confidence and self-esteem.

6. The child has Downs Syndrome and poor communication skills.

7. The child has a specific enzyme deficiency (Cytochrome Oxidase Deficiency) which results in liver disease, cardiac involvement and learning difficulties.

As a result, the child has had to spend long periods of time in hospital. The child has had a liver transplant in August 2001, and has made a good recovery. He also has asthma and takes Ventolin.

8. Child has a diagnosis of Global Developmental Delay

with significant complex language needs. He is acutely dependent upon routine and structure to feel secure. He is a highly vulnerable young man as his approach to unknown adults is inappropriate. His behaviour can be difficult due to his immature development. He has problems interacting with his peers as his play behaviours are increasing with his imaginary friend who he talks to frequently. His understanding of social situations is limited and he is unaware of dangerous situations. A suitable child restraint is required.

9. Child's gross and fine motor skills are significantly delayed. He has post-hemorrhagic hydrocephalus that has affected the right side of his body more than the left. He has a ventriculo-peritoneal shunt in situ. He walks with an unsteady gait and can be clumsy, particularly when getting up from the floor. He has asthma for which he has two inhalers and a nebuliser.

10. The child has Attention Deficient Hyperactivity Disorder and can be physically and verbally aggressive, needing careful physical management to prevent the child from hurting himself. The child can be disruptive and uncooperative, refusing to comply with adult requests and behaving inappropriately. The child finds large open spaces and unstructured situations difficult and lacks all sense of danger. They are prone to

fiddling with objects and equipment and find it difficult to control behaviour in a wider environment. The child enjoys adult attention and will sometimes behave in a way designed to gain this attention. The child finds it difficult to interact with peers, and has a tendency to be physically rough and has made other children wary.

11. The child has microcephaly and is showing a general delay in most areas of development. He has a moderate sensory neural hearing loss and wears bilateral hearing aids. He has also developed epilepsy but this is under control through medication. His first language is Punjabi.

12. The child has Downs Syndrome.

- Route number: S601

Route description:

Central, Bretton - Heltwate School

Pick up point:

1. Reeves Way
2. Eastleigh Road
3. Padholme Road
4. Morris Street
5. Shropshire Place
6. Hereward Road
7. Kesteven Walk
8. Dogsthorpe Road
9. Brynmore

School:	10. Ellindon Heltwate School, Heltwate, Bretton, Peterborough, PE3 8RL
Arrival time:	08:35
Departure time:	15:10 (vehicle needs to arrive at school at 14:55)
Timetable requirements:	Timetable to be submitted by operator as part of bid.
Vehicle Requirements:	PSV Minimum seats 12 No older than fifteen years unless the operator demonstrates that the vehicle has been comprehensively re-furbished on inspection by an Authority officer.
Wheelchair Access:	No
Special requirements:	<ol style="list-style-type: none">1. The child is a friendly and enthusiastic boy who has a generalised developmental delay, functioning behind his chronological age in all areas of his development.2. The child has a diagnosis of Myclonic Astatic epilepsy which he takes medication for and his seizures appear under control. He also has a diagnosis of Autism Spectrum Disorder and displays challenging behaviour. <p>Apart from a level of hyperactivity, he occasionally gets extremely angry and may become destructive. He does not always handle transitions easily and in the past has been affected by changes from term to holidays and back again. His poor concentration and listening skills have affected his ability to follow commands and he needs simple, direct commands</p>

without choices to allow plenty of time for brain processing. He has no sense of danger. A suitable child restraint is required.

3. The child has been diagnosed with ADHD, he has asthma which is treated with inhalers. He had global learning difficulties and is socially withdrawn. His speech is largely unintelligible to adults and his understanding is limited to literal interpretations of language. His self-help skills are limited, he is unable to indicate when he needs to go to the toilet and frequently soils himself. He has little awareness of danger and because of his excess energy he has a tendency to run off without warning. However, generally his behaviour is good.

4. The child is able-bodied and has been diagnosed with epilepsy and global development delay with learning difficulties. She has delayed speech and language development at around the level of a child three years her junior. The epilepsy is controlled by medication prior to their arrival in school. She has not displayed any fits or fatigue at school.

5. The child has significant global development delay and learning difficulties with associated behavioural and toileting problems. His speech and language development are significantly delayed and it is difficult to understand his speech and he can struggle to

understand instructions. He has an extremely short attention span and struggles to stay on track for any length of time. He is quite impulsive and easily distracted and has no sense of danger. When he moves he invariably runs at top speed and as he appears to have no sense of pain he can fall and cut himself without realising. A suitable child restraint is required.

6. The child is a physically healthy boy with learning difficulties. His inability to communicate understandably with his peers can cause frustration and lead to behavioural problems.

7. The child is generally a healthy boy. He has delayed speech and language development in both English and Urdu. He is mostly a happy boy although his behaviour can be quite immature for his age, and at times he can behave aggressively towards his peers, and occasionally to adults, both verbally and physically.

8. The child has learning difficulties. His language and communication skills are severely delayed. His home language is Punjabi and he does use this in social exchange with his peers at school.

9. The child has broadly based developmental delay, with particular delay in speech and language development, motor skills and self-help skills. He has a diagnosis of

Autistic Spectrum Disorder.

10. The child is diagnosed with Autism, which is severe and she has no verbal communication.

11. The child has a diagnosis of bilateral Duane's Retraction Syndrome which is a rare, congenital eye movement disorder most commonly characterised by the inability of the eye to abduct or move outwards. She is otherwise fit and healthy. It is recommended that she have an escort but this will be reviewed annually.

- Route number: S602

Route description:

Parnwell, Welland, Dogsthorpe - Heltwate School

Pick up point:

1. Whittington
2. Meadenvale
3. Barrowfield, Eye Road
4. Allextion Gardens x 2
5. Branston Rise
6. Medbourne Gardens
7. Myrtle Grove
8. Central Avenue
9. Wesleyan Road x 2
10. Swale Avenue

School:

Heltwate School, Heltwate, Bretton, Peterborough, PE3 8RL

Arrival time:	08:35
Departure time:	15:10 (vehicle needs to arrive at school at 14:55)
Timetable requirements:	Timetable to be submitted by Partner as part of its submission.
Vehicle requirements:	PSV Minimum seats 17 No older than fifteen years unless the operator demonstrates that the vehicle has been comprehensively re-furbished on inspection by the Authority.
Wheelchair access:	No
Special requirements:	<ol style="list-style-type: none">1. The child is quiet and has found most aspects of literacy work a major challenge.2. The child has X-linked recessive ichthyosis and has had two febrile convulsions in the past. He is independently mobile but needs supervision as he has a reduced sense of danger. His fine motor skills are delayed for his age. An escort is required.3. The child has communication difficulties and behaviour is unpredictable. Requires to be lifted onto the transport.4. The child has global development which affects all areas of his development.5. The child has been diagnosed as having Downs' Syndrome. He is a friendly boy who is assertive, strong-willed, curious and independent. He will need a suitable child restraint and escort.6. The child has severe difficulties expressing himself

verbally. He has been known to react violently to adult requests and school structures. He has difficulty developing social relationships with adults and peers and has difficulty with verbal comprehension. When he becomes upset he has a tendency to become violent and is a danger to himself and others.

7. The child is experiencing significant difficulties in the acquisition of basic educational skills. She has poor concentration and is easily distracted. She wears glasses for her vision but there are no concerns about her hearing. She has limited co-ordination.

8. The child has speech and language problems.

9. The child is hearing impaired.

10. The child's language skills are showing delay. The family moved to the UK some years ago and had no schooling before moving to the UK. The child has microcephaly and a right sided hemiplegia. This results in the child being unsteady when they walk and in danger of falling over.

11. Child has extremely limited verbal and communication skills and needs adult direction to engage in any activity. His motor skills are immature and he is liable to fall if distracted or on uneven surfaces. He is not yet independent with any aspects of his self-care. An escort is required.

12. Child has Aspergers Syndrome and does not adapt

well to change. He must travel with an escort.

- Route number: S915

Route description:	Peterborough – Willoughby School, South Road, Bourne, Lincolnshire
Pick up point:	Peterborough, Grimshaw Road, Peterborough, Gunthorpe Road
Arrival time:	08:45
Departure time:	15:10
Timetable requirements:	Timetable to be submitted by operator as part of bid.
Vehicle requirements:	Tail-lift vehicle Minimum seats 4 No older than ten years unless the operator demonstrate that the vehicle has been comprehensively re-furbished on inspection by an Authority officer.
Wheelchair access:	Yes
Special requirements:	One child is blind and has a wheelchair, which must be transported in a vehicle with floor anchorage. One child has emotional and behavioural difficulties Unless there are special circumstances, the same driver, and wherever appropriate escort, should be assigned to the above route. The driver and escort must make themselves available for training one day per year.

PT05 Community Link Routes

- Route number: Area A

Route description: Orton Wistow, Orton Brimbles, Orton Waterville, Orton Goldhay, Orton Malborne, Orton Longueville, Stanground, Woodston, Fletton and Hampton
Return journeys are operated Tuesdays, Thursdays, Fridays and Saturdays to the city centre.
Tuesday Pick up starts 09:00 Return 12:30
Thursday Pick up starts 10:45 Return 14:15
Friday Pick up starts 09:00 Return 12:30
Saturday Pick up starts 10:00 Return 13:45
On Wednesdays, 2 journeys are provided from the Orton's (not Stanground, Woodston or Fletton) to Hampton Hargate.
Wednesday Pick up starts 09:30 Return 12:00
Pick up starts 10:15 Return 13:45.

- Route number: Area B

Route description: Bretton, Ravensthorpe, Westwood, West Town, Longthorpe, Thorpe Road, Netherton and Bretton Centre.
Return journeys are operated Tuesdays, Wednesdays, Fridays and Saturdays to the city centre.
Tuesday Pick up starts 10:45 Return 14:15
Wednesday Pick up starts 09:00 Return 12:30
Friday Pick up starts 10:45 Return 14:15
Saturday Pick up starts 09:00 Return 12:30
On Thursdays, 2 journeys are provided from all areas in Area B

to Bretton Centre.

Thursday Pick up starts 09:45 Return 12:30

Pick up starts 10:30 Return 13:00

- Route number: Area C

Route description:

New and Old Werrington, Gunthorpe, Paston, Walton, New England, Dogsthorpe, Parnwell, Millfield, Eastfield, Eastgate, Fengate and Central.

Return journeys are operated Wednesdays to Saturdays to the city centre.

Wednesday Pick up starts 10:45 Return 14:15

Thursday Pick up starts 09:00 Return 12:30

Friday Pick up starts 10:15 Return 13:45

Saturday Pick up starts 11:00 Return 14:45

On Tuesdays, 2 journeys are provided from all areas in Area C to Morrisons. Members to the north of the Soke Parkway travel on the later journey with members to the south of the Soke Parkway travelling on the earlier journey.

Thursday Pick up starts 10:15 Return 12:45

Pick up starts 11:00 Return 13:30

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Future Potential Impacts

The Company will anticipate and have regard to any changes statutory, practical or other changes that may impact on the services described in this Output Specification including but not limited to:

- the Environmental Protection Act 1990;
- the Controlled Waste Regulations 1992;
- Changes to National Recycling Target from 2020.

Exclusions

The Company will not be required to undertake the following activities which will be retained by PCC:

- The levels of fares to be charged will be determined by PCC. PCC may revise the schedule of fares and charges at any time and will give prior written notice to the Partner of the new fares to be charged. The current fare structure is referred to in Appendix B of this Service Element of the Specification. The Company and PCC will agree an appropriate inflationary index which reflects the impact of future fuel and operating cost increases. This will be used as the basis for any revisions to the published schedule of fares.
- PCC may require the Partner to offer and/or accept return fares, season tickets or any other promotional fares. Details of any such requirements will be provided in writing not less than 14 days prior to their introduction.
- The Partner's own season tickets, or other promotional tickets, will not be valid on Minimum Cost Contracts unless specifically agreed by PCC.
- PCC will supply the Partner with a list of all students to be carried on PT03 and PT04 Services. PCC will issue all students authorised to travel on a PT03 Route with an Authority issued student bus pass.
- In circumstances where seat belts are not suitable to a pupil's needs a different restraint will be provided by PCC. Seat belts and, where specified, safety harnesses for pupils with special needs, must be used at all times. PCC will provide advice and guidance as to the correct harness for each child and how it must be used.
- PCC reserves the right to veto any such advertising or other advertising which it deems to be inappropriate for the carriage of children and adults with learning disabilities.

19 Related Documents

The parties recognise and agree that the inclusion of the documents below is for information only and is not intended to give rise to legally binding rights and obligations between the parties except where these documents are specifically referred to in Section 4 or 6 of this Output Specification.

Data type	File name	File contents	Function/s related to it
Customer Strategy Policy		Corporate policy on intranet	Provision of customer service and strategy
Corporate Complaints Policy		Corporate policy on intranet	Corporate complaints procedure
Annual Passenger Transport Business Plan		Annual Service Plan	Annual service plan
Performance data		Council Policy	
Service Level Agreements			
Whistleblowing Policy		Council Policy	Corporate whistleblowing policy
Bribery Act Policy		Council Policy	Corporate Bribery Act Policy
Anti-Fraud and Corruption Policy		Council Policy	Corporate Fraud Policy

20 Service Requirement

The following section indicates the service requirements for the Passenger Transport function.

The Company will adhere to the standards listed in the final column of the following table with Key Performance Indicators highlighted in bold.

Key Performance Indicators

KPIs will be agreed on an annual basis as part of the Business Planning process. They will be determined on a combination of national and local factors and based upon the outturn figure for the previous financial year. All KPIs will be measured from April to March. The list of KPIs can be amended or added to with agreement.

Overall requirements

Ref	Service	Service Requirement	Key measure	Applicable service standard
PT001	Passenger Transport	The Company will comply with prevailing law and Authority policies and guidelines.	Adherence to Law and Policies	Absolute requirement
PT002	Passenger Transport	The Company will seek to continuously improve the services within its scope. The Company will provide an annual action plan to be approved by PCC along with the annual Business Plan for continuous improvement and monthly reports to PCC detailing progress and likely downturns in performance giving reasons for such downturns and plan for resolution.	Performance KPI's, Stakeholder feedback.	As agreed with PCC as part of the annual Business Planning process.
PT003	Passenger Transport	The Company will contribute to the development and implementation of change initiatives relating to the service	Agreed changes made to the service	As agreed with PCC as part of the annual Business Planning process.

Output Specification: **Passenger Transport**

		required by legislation and/or other drivers.	and specification.	
PT004	Passenger Transport	The Company will liaise and interface with other Companies and groups external to PCC, including suppliers, DEFRA, and stakeholders in order to represent PCC, keep abreast of relevant developments and thinking and support service improvement.	Performance KPI's, Stakeholder feedback.	As agreed with PCC as part of the annual Business Planning process.
PT005	Passenger Transport	The Company will annually review and update all policies and procedures.	Agreed changes reported with the Business Plan	As agreed with PCC as part of the annual Business Planning process.
PT006	Passenger Transport	The Company will maintain the highest level of customer satisfaction.	Customer feedback	90% of Customers Satisfied or Above.

Service and Cost requirements

Ref	Service	Service Requirement	Key measure	Applicable service standards
PT007	Passenger Transport	The Company will provide an efficient and cost effective Passenger Transport service for all customers.	Cost benchmark.	KPI - Cost of passenger transport service per customer KPI - Total labour costs as a percentage of total expenditure KPI - Transport cost as a percentage of total expenditure
PT008	Passenger Transport	The Company will provide the most effective Passenger Transport service for all customers.	Performance benchmark.	KPI - Percentage of people who spend less than 1 hour on board day care transport per trip KPI - Percentage of journeys to school on time

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				<p>KPI - Percentage of fleet capacity used</p> <p>KPI - Percentage of referrals for transport that are assessed and with provision of transport within 3 to 5 days of receipt of referral</p>
PT009	Passenger Transport	The Company will maximise the commercial value of the services that it provides. Specifically trying to increase the number of customers using the passenger transport service.		KPI - Number of new customers
PT010	Passenger Transport	The Company will provide the most environmentally friendly Passenger Transport service possible. It will seek opportunities to use green solutions and acquire vehicles that are as environmentally friendly as possible.	Performance Benchmark	<p>KPI - Litres of fuel used annually in refuse collection vehicles per 1, 000 head of population</p> <p>KPI - Congestion: average journey time;</p> <p>KPI - Access to services and facilities by sustainable transport;</p> <p>KPI - Local bus passenger journeys;</p> <p>KPI - Children travelling to school.</p>

Organisational and Administrative requirements

PT011	Passenger Transport	The Company will reply to all correspondence, including emails, with a full and complete answer/resolution to the issues raised by the correspondent.	Response times and plain English	Within agreed targets
PT012	Passenger Transport	The Company will deal effectively and professionally with complaints received in accordance with PCC's Corporate Complaints Procedure, providing a response to the customer	Response times and plain English	Within agreed target

Output Specification: Passenger Transport

		in an appropriate format and monitoring for any patterns leading to customers submitting a complaint. The Company will respond to councillors' and MPs' enquiries in accordance with PCC's policy.		
PT013	Passenger Transport	The Company will provide statistical information to PCC regarding complaints and councillor and MP enquiries.	Response times and plain English	Quarterly
PT014	Passenger Transport	The Company will provide information and evidence to PCC in a timely manner to support responses to the LGO.	Response times and plain English	Within five (5) days, or such other timescale as the LGO requires
PT015	Passenger Transport	The Company will analyse the root causes of complaints and ensure that action is taken within the service to address these causes in order to minimise future complaints	Proportion of resolutions	Continuous
PT016	Passenger Transport	The Company will provide such information, assistance and co-operation as PCC may reasonably require and in such format or manner as may be reasonably preScribed by PCC to enable PCC to measure the performance standards of the Passenger Transport Service.	Performance against KPI's	Achieve KPI targets.
PT017	Passenger Transport	The Company will provide upon request such ad-hoc additional information and support as PCC may require from time to time.	Level of co-operation	Undertaken upon request
PT018	Passenger Transport	The Company will provide direct access for PCC to any system or database used by the Company in administering the service.	Level of co-operation	Undertaken upon request
PT019	Passenger Transport	The Company will ensure that access to all systems used by the service is controlled and restricted to those staff (including within PCC) that are authorised.	Level of co-operation	Undertaken upon request
PT020	Passenger Transport	The Company will ensure accurate completion of all statutory and non-statutory returns required by central government or reasonably required by PCC. Where relevant	Proportion of returns completed on time	In a timely manner as required

Output Specification: Passenger Transport

		<p>the Company will submit returns so required by PCC for consideration and signature by the relevant office at PCC within 10 Business Days unless otherwise agreed.</p> <p>Such returns include, but are not limited to :</p> <ul style="list-style-type: none"> - Statutory returns as required; - CIPFA benchmarking (if undertaken annually); 		
PT021	Passenger Transport	<p>The Company will ensure that customers are able to contact PCC through a range of channels including email, web form, post and telephone and face to face.</p> <p>The Company will ensure that all communications are electronically referenced to the customer and are dealt with in accordance with Authority customer service standards.</p>	Level of access to customer and customer feedback	Authority customer service standards
PT022	Passenger Transport	<p>The Company will design, produce and publish leaflets in hardcopy and on the website that explain to the public important matters regarding the waste and recycling service. This should focus particularly on making recycling as simple as possible for the householder to maximise the amount of waste recycled.</p> <p>The Company will write all such leaflets in accordance with PCC's communication standards in plain English.</p>	Quality of material published	In good time to be approved by PCC's communications team
PT023	Passenger Transport	The Company will ensure that the service is accessible in line with UK equalities legislation and Authority policy.	Quality of communication channels	Service accessible to all
PT024	Passenger Transport	The Company will provide input and content to PCC's web team/provider to ensure that the site is up to date and to ensure that the public are informed of legislative and other changes relating to the service before they take effect.	Quality of the website	Website that is clear and simple to use
PT025	Passenger	The Company will provide PCC with customer satisfaction	Proportion of returns	In a timely manner as required

Output Specification: **Passenger Transport**

	Transport	feedback as required by contractual KPIs and PIs.	completed on time	
PT026	Passenger Transport	The Company will establish an annual plan to encourage householders to recycle more of their waste.	Quality of the communication	A plan that is simple to understand and communicate to householders
PT027	Passenger Transport	The Company will maintain relationships with other bodies and other government organisations to promote joint working across the public sector.	Number of relationships with other LA's/LATCo's	
PT028	Passenger Transport	The Company will manage projects such as major changes to legislation and IT systems within timescales and budgets agreed with PCC.	Company keeps up to date with legislation	
PT029	Passenger Transport	The Company will assist in any other audits as required and implement any recommendations within a timescale to be agreed with PCC.	Level of co-operation	Undertaken upon request
PT030	Passenger Transport	The Company will provide such information, assistance and co-operation to PCC which is reasonably required and in such a format or manner as may be reasonably prescribed by PCC to enable PCC to measure the performance of the benefits service.	Level of co-operation	Undertaken upon request
PT031	Passenger Transport	The Company will deal with requests for information under the provisions of the Freedom of Information Act as required by PCC and in accordance with PCC's Freedom of Information Policy.	Level of co-operation	Undertaken upon request
PT032	Passenger Transport	The Company will provide information to PCC's communications team in relation to press enquiries	Level of co-operation	Undertaken upon request

Financial and Control requirements

Ref	Service	Service Requirement	Key measure	Applicable service standards
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Output Specification: Passenger Transport

Ref	Service	Service Requirement	Key measure	Applicable service standards
PT033	Passenger Transport	The Company will provide any information required in relation to reconciliation of all business systems to PCC's general ledger and cash receipting systems on a daily/weekly basis and provide a report to PCC at the end of each month and year. The Company will take remedial action to resolve un-reconciled amounts.	Reconciliations up to date	Daily reconciliation must be performed with statements drawn monthly for presentation to PCC's finance team. End of month report End of year report
PT034	Passenger Transport	The Company will liaise with PCC's Finance team for returned payments, returned credits, stopped cheques and BACS payments relating to Green or Trade Waste Income. The Company will take appropriate steps to process and post the details against the customer's records.		Daily processing to ensure timely posting.
PT035	Passenger Transport	The Company will ensure that system access is restricted to the Company users and its Companys where applicable and that the security of the system is assured at all times. The Company will provide and maintain a structure of system security that reflects user's roles to ensure that the system remains free from fraudulent activity and that there is appropriate separation of duties.		Daily
PT036	Passenger Transport	The Company will produce its year end accounts in line with the timetable and format agreed with PCC's Finance Team.	Accounts submitted on time	Annually

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6 Performance Indicators

Output Specification: **Fleet Management**

Function	KPI	Performance Indicators to report to the Board and PCC	Current baseline	Year-end projections	Company year 1 target
Passenger Transport	001	Cost of passenger transport service per customer			
Passenger Transport	002	Total labour costs as a percentage of total expenditure			
Passenger Transport	003	Transport cost as a percentage of total expenditure			
Passenger Transport	004	Percentage of people who spend less than 1 hour on board day care transport per trip			
Passenger Transport	005	Percentage of journeys to school on time			
Passenger Transport	006	Percentage of fleet capacity used			
Passenger Transport	007	Percentage of referrals for transport that are assessed and with provision of transport within 3 to 5 days of receipt of referral			
Passenger Transport	008	Number of new customers			
Passenger Transport	009	Litres of fuel used annually in refuse collection vehicles per 1, 000 head of population			
Passenger Transport	010	Congestion: average journey time;			
Passenger Transport	011	Access to services and facilities by sustainable transport;			
Passenger Transport	012	Local bus passenger journeys;			

Output Specification: **Fleet Management**

Function	KPI	Performance Indicators to report to the Board and PCC	Current baseline	Year-end projections	Company year 1 target
Passenger Transport	013	Children travelling to school.			

Function	KPI	Performance Indicators to report to the Board Only	Current baseline	Year-end projections	Company year 1 target
Passenger Transport	014	Percentage of Customers Satisfied with the service.			
Passenger Transport	015	Number of Customer Complaints received			
Passenger Transport	016	Annualised Staff Absence (All)			
Passenger Transport	017	Annualised Staff Absence (Short-Term)			
Passenger Transport	018	Annualised Staff Absence (Long-Term)			
Passenger Transport	019	Percentage of establishment posts filled			
Passenger Transport	020	Percentage of Agency Staffing days vs total establishment days			
Passenger Transport	021	Average MPG of Collection Vehicles			
Passenger Transport	022	Net cost of recycling per household			
Passenger Transport	023	Support costs as a percentage of Total Costs			

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Output Specification: Fleet Management

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22 Definitions

The words in this Fleet Management Output Specification will have the meanings attributed to them in the Agreement where the context so permits and unless otherwise stated.

In this Output Specification, unless the context otherwise requires, the following words and expressions will have the meanings given below:

Term	Definition
BACS	means an electronic system to make payments directly from one bank account to another.
CIPFA	means the Chartered Institute of Public Finance and Accountancy
DEFRA	means Department of Environment, Food and Rural Affairs
FOI	means Freedom of Information
HMRC	means Her Majesty’s Revenue and Customs
Kg	means Kilograms
KPI	means Key Performance Indicator
LGO	means the Local Government Ombudsman
NFI	means National Fraud Initiative
PCC	means Peterborough City Council

Core systems

- Customer Services System
- Bartec or equivalent (to be procured)
- Payroll System (to be procured)
- Finance Management System (to be procured)

Company Liaison

The Company will interface with internal and external organisations as required including but not limited to the following:

Internal

- Portfolio Holders and other Elected Members at Peterborough City Council (PCC)
- PCC's Scrutiny Committee
- PCC's Audit Committee
- PCC's Shareholder Committee
- PCC's Shareholder Representative
- PCC Customer Services
- PCC Finance Team
- Trade Unions

External

- DEFRA
- Other Government departments
- Environment Agency
- External and Internal Auditors
- Other Local Authorities
- Contractors and other suppliers of goods and services
- Disabled person groups
- Professional Institutes
- Office for National Statistics (ONS)
- Benchmarking groups
- Police
- HMRC
- Local Government Ombudsman

Designated Offices

Registered Office

Sand Martin House
Bittern Way
Fletton Quays
Peterborough
PE2 8TY

Operational Office

Fengate Depot
Nursery Lane
Peterborough
Cams
PE1 5BG

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23 Scope

Responsibilities Specified (What / When / Where)

- To provide the Fleet Management Service for those vehicles identified in Appendix A and for any other vehicle in respect of which PCC may require the Company to provide the Services.
- To provide and maintain, at all times, in a fit, serviceable and roadworthy condition all PCC vehicles.
- To programme servicing requirements of each of PCC's vehicles to ensure the vehicle is legislatively compliant.
- To complete services within [1 Business Day] of delivery by PCC except for the 12 monthly service and MOT which shall be completed in [2 Business Days] subject to VOSA test availabilities.
- To complete MOTs within [1 Business Day] of delivery by PCC.
- The Company shall provide a reactive maintenance service to repair and rectify faults to vehicles to ensure they are roadworthy, fit and serviceable for the operation for which PCC vehicle is used and are legally compliant.
- To operate a testing centre for stages 2 in respect of Hackney Carriage and Private Hire licensing requirements, which should be available as a minimum between 07:00 hours and 12:00 hours and 15:00 and 19:00 Mondays to Fridays (excluding Bank Holidays), and 07:00 hours and 1300 hours Saturdays.
- To provide, in the event of a breakdown, a recovery service on behalf of PCC attending the breakdown within [1 hour] of notification.
- To manage, where instructed, the procurement, replacement and disposal of vehicles and plant assets in line with PCC's Contract Regulations, and other policies referred to in the Operational Services Agreement;

Inclusions

The Company will provide or undertake (inter alia) the following:

- Fit out new vehicles as required to meet PCC's requirements;
- To provide advice in developing specifications for new or refurbished vehicles in order to meet the End User's requirements. The Company will consider the following as a minimum when assessing PCC's requirements:-
 - The purpose for which the vehicle is to be used and located;
 - Existing fleet mix;
 - Capital cost of the vehicle;
 - Anticipated operational cost of the vehicle including any specialist tools required for maintenance;
 - Anticipated vehicle life;
 - Performance;
 - Manufacture support;
 - Environmental impact of the vehicle;
 - Technology;
 - Fuel optimisation;
 - Health and safety;
 - Vehicle funding options to provide best value; and
 - Any other relevant matters.
- To advise and discuss with PCC what is considered to be the optimum time to replace and/or dispose of vehicles to ensure PCC is able to provide:
 - a reliable service; and
 - avoid excessive maintenance costs.
 - In ascertaining the most appropriate replacement Authority vehicle, the Company will consider paragraph 4.1 above.
- To advise on the most appropriate disposal or resale route for vehicles that are no longer required by PCC which may obtain the best return to PCC.
- To ensure where carrying out any planned maintenance, reactive maintenance or repairs or identifies any fault that may represent a danger or breach of health and safety or corporate manslaughter obligations or environmental nuisance, the Company shall immediately notify PCC.

- To carry out servicing of vehicles in line with relevant legislation, the manufacturer's requirements and to ensure compliance with the Operator's licence.
- To ensure maintenance complies with the manufacturer's requirements, operating manuals and method statements.
- To supply a monthly schedule of planned maintenance, as part of the Monthly Service Report. The schedule will be consistent with the Annual Schedule of Planned Maintenance. The monthly schedule will include but not be limited to information relating to the upcoming maintenance for the next contract month and any implications arising from the previous month's planned maintenance schedule.
- To comply with the monthly schedule of planned maintenance and shall ensure that all maintenance identified within the Annual Schedule of Planned Maintenance is completed by the end of each month of the Contract provided that PCC vehicle is presented at the agreed time for maintenance.
- To agree with PCC an estimated completion time for all reactive maintenance activities. This will take account of the nature and severity of the works required, and the availability of specialist parts and materials.
- To arrange for PCC vehicle accident repairs in liaison with the End User. The Company shall agree with PCC an estimated completion time for all reactive maintenance activities. This will take account of the nature and severity of the works required, and the availability of specialist parts and materials.
- To provide Stage 2 testing in line with Appendix B.
- To carry out the stage 2 testing at the scheduled day and time so long as the vehicle is presented.
- To issue the appropriate pass certification to the driver of the vehicle and forward the relevant documentation to PCC where a vehicle passes a stage 2 test.
- To give the driver a fail sheet, where a vehicle fails a stage 2 test, notify PCC's licensing unit of the failure providing the reason and any related documentation and arrange a re-test appointment with the driver to re-test the vehicle within 2 Business Days, where possible, or as soon as the vehicle is in a condition to be re-tested.
- To remove the licence plate from any vehicle where the Company reasonably considers that any vehicle is dangerous and notify PCC's licensing unit immediately. The Company shall return the licence plate to PCC.

Future Potential Impacts

The Company will anticipate and have regard to any changes statutory, practical or other changes that may impact on the services described in this Output Specification including but not limited to:

- the Environmental Protection Act 1990;

- the Controlled Waste Regulations 1992;
- Changes to National Recycling Target from 2020.

Exclusions

The Company will not be required to undertake the following activities which will be retained by PCC:

24 Related Documents

The parties recognise and agree that the inclusion of the documents below is for information only and is not intended to give rise to legally binding rights and obligations between the parties except where these documents are specifically referred to in Section 4 or 6 of this Output Specification.

Data type	File name	File contents	Function/s related to it
Customer Strategy Policy		Corporate policy on intranet	Provision of customer service and strategy
Corporate Complaints Policy		Corporate policy on intranet	Corporate complaints procedure
Annual Fleet Management Business Plan		Annual Service Plan	Annual service plan
Performance data		Council Policy	
Service Level Agreements			
Whistleblowing Policy		Council Policy	Corporate whistleblowing policy
Bribery Act Policy		Council Policy	Corporate Bribery Act Policy
Anti-Fraud and Corruption Policy		Council Policy	Corporate Fraud Policy

25 Service Requirement

The following section indicates the service requirements for the Fleet Management function.

The Company will adhere to the standards listed in the final column of the following table with Key Performance Indicators highlighted in bold.

Key Performance Indicators

KPIs will be agreed on an annual basis as part of the Business Planning process. They will be determined on a combination of national and local factors and based upon the outturn figure for the previous financial year. All KPIs will be measured from April to March. The list of KPIs can be amended or added to with agreement.

Overall requirements

Ref	Service	Service Requirement	Key measure	Applicable service standard
FM001	Fleet Management	The Company will comply with prevailing law and Authority policies and guidelines.	Adherence to Law and Policies	Absolute requirement
FM002	Fleet Management	The Company will seek to continuously improve the services within its scope. The Company will provide an annual action plan to be approved by PCC along with the annual Business Plan for continuous improvement and monthly reports to PCC detailing progress and likely downturns in performance giving reasons for such downturns and plan for resolution.	Performance KPI's, Stakeholder feedback.	As agreed with PCC as part of the annual Business Planning process.
FM003	Fleet Management	The Company will contribute to the development and implementation of change initiatives relating to the service	Agreed changes made to the service	As agreed with PCC as part of the annual Business Planning process.

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		required by legislation and/or other drivers.	and specification.	
FM004	Fleet Management	The Company will liaise and interface with other Companies and groups external to PCC, including suppliers, DEFRA, and stakeholders in order to represent PCC, keep abreast of relevant developments and thinking and support service improvement.	Performance KPI's, Stakeholder feedback.	As agreed with PCC as part of the annual Business Planning process.
FM005	Fleet Management	The Company will annually review and update all policies and procedures.	Agreed changes reported with the Business Plan	As agreed with PCC as part of the annual Business Planning process.
FM006	Fleet Management	The Company will maintain the highest level of customer satisfaction.	Customer feedback	90% of Customers Satisfied or Above.

Service and Cost requirements

Ref	Service	Service Requirement	Key measure	Applicable service standards
FM007	Fleet Management	The Company will provide an efficient and cost effective fleet management service for all PCC vehicles.	Cost benchmark.	KPI - Cost of fleet maintenance service per vehicle KPI - Contract maintenance hire charge – supply and maintain KPI - Annual maintenance cost per weighted vehicle unit KPI - Percentage of maintenance cost attributable to non fair wear & tear KPI - Labour input hours per weighted vehicle KPI - Total labour costs as a percentage of total expenditure

Output Specification: **Fleet Management**

				KPI - Transport cost as a percentage of total expenditure
FM008	Fleet Management	The Company will provide the most effective fleet management service for all PCC vehicles.	Performance benchmark.	<p>KPI - No of weighted vehicles maintained per fitter per annum</p> <p>KPI - Number of days hire vehicles' used (per vehicle on fleet) to cover for vehicles in workshop as a result of non fair wear & tear</p> <p>KPI - Percentage of vehicles passing DVSA test first time (DVSA statistics)</p> <p>KPI - Percentage of vehicles serviced within 7 days of schedule</p> <p>KPI - Percentage of all workshop jobs completed within 24 hours:</p> <p>KPI - Percentage of council vehicles requiring an Operators Licence</p> <p>KPI - Number of PG9 notices issued by DVSA per 100 council vehicles</p> <p>KPI - Number of motor vehicle accidents/incidents reported per 100 vehicles</p> <p>KPI - Number of overloading incidents identified per 100 council vehicles monitored</p> <p>KPI - Number of overloading prosecutions per 100 council vehicles</p> <p>KPI - Number of speeding fines / penalties per 100 council vehicles</p>

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				KPI - Number of parking tickets / notices per 100 council vehicles
FM009	Fleet Management	The Company will maximise the commercial value of the services that it provides. Specifically trying to increase the number of private vehicles to be MOT'd.		KPI - Number of new customers for MOT's
FM010	Fleet Management	The Company will provide the most environmentally friendly Fleet Management service possible. It will seek opportunities to use green solutions and acquire vehicles that are as environmentally friendly as possible.	Performance Benchmark	

Organisational and Administrative requirements

FM011	Fleet Management	The Company will reply to all correspondence, including emails, with a full and complete answer/resolution to the issues raised by the correspondent.	Response times and plain English	Within agreed targets
FM012	Fleet Management	The Company will deal effectively and professionally with complaints received in accordance with PCC's Corporate Complaints Procedure, providing a response to the customer in an appropriate format and monitoring for any patterns leading to customers submitting a complaint. The Company will respond to councillors' and MPs' enquiries in accordance with PCC's policy.	Response times and plain English	Within agreed target
FM013	Fleet Management	The Company will provide statistical information to PCC regarding complaints and councillor and MP enquiries.	Response times and plain English	Quarterly
FM014	Fleet Management	The Company will provide information and evidence to PCC in a timely manner to support responses to the LGO.	Response times and plain English	Within five (5) days, or such other timescale as the LGO requires
FM015	Fleet Management	The Company will analyse the root causes of complaints and ensure that action is taken within the service to	Proportion of resolutions	Continuous

Output Specification: Fleet Management

		address these causes in order to minimise future complaints		
FM016	Fleet Management	The Company will provide such information, assistance and co-operation as PCC may reasonably require and in such format or manner as may be reasonably preScribed by PCC to enable PCC to measure the performance standards of the Fleet Management Service.	Performance against KPI's	Achieve KPI targets.
FM017	Fleet Management	The Company will provide upon request such ad-hoc additional information and support as PCC may require from time to time.	Level of co-operation	Undertaken upon request
FM018	Fleet Management	The Company will provide direct access for PCC to any system or database used by the Company in administering the service.	Level of co-operation	Undertaken upon request
FM019	Fleet Management	The Company will ensure that access to all systems used by the service is controlled and restricted to those staff (including within PCC) that are authorised.	Level of co-operation	Undertaken upon request
FM020	Fleet Management	The Company will ensure accurate completion of all statutory and non-statutory returns required by central government or reasonably required by PCC. Where relevant the Company will submit returns so required by PCC for consideration and signature by the relevant office at PCC within 10 Business Days unless otherwise agreed. Such returns include, but are not limited to : <ul style="list-style-type: none"> - Statutory returns as required; - CIPFA benchmarking (if undertaken annually); 	Proportion of returns completed on time	In a timely manner as required
FM021	Fleet Management	The Company will ensure that customers are able to contact PCC through a range of channels including email, web form, post and telephone and face to face.	Level of access to customer and customer feedback	Authority customer service standards

Output Specification: Fleet Management

		The Company will ensure that all communications are electronically referenced to the customer and are dealt with in accordance with Authority customer service standards.		
FM022	Fleet Management	The Company will design, produce and publish leaflets in hardcopy and on the website that explain to the public important matters regarding the waste and recycling service. This should focus particularly on making recycling as simple as possible for the householder to maximise the amount of waste recycled. The Company will write all such leaflets in accordance with PCC's communication standards in plain English.	Quality of material published	In good time to be approved by PCC's communications team
FM023	Fleet Management	The Company will ensure that the service is accessible in line with UK equalities legislation and Authority policy.	Quality of communication channels	Service accessible to all
FM024	Fleet Management	The Company will provide input and content to PCC's web team/provider to ensure that the site is up to date and to ensure that the public are informed of legislative and other changes relating to the service before they take effect.	Quality of the website	Website that is clear and simple to use
FM025	Fleet Management	The Company will provide PCC with customer satisfaction feedback as required by contractual KPIs and PIs.	Proportion of returns completed on time	In a timely manner as required
FM026	Fleet Management	The Company will establish an annual plan to encourage householders to recycle more of their waste.	Quality of the communication	A plan that is simple to understand and communicate to householders
FM027	Fleet Management	The Company will maintain relationships with other bodies and other government organisations to promote joint working across the public sector.	Number of relationships with other LA's/LATCo's	
FM028	Fleet Management	The Company will manage projects such as major changes to legislation and IT systems within timescales and budgets	Company keeps up to date with legislation	

Output Specification: Fleet Management

		agreed with PCC.		
FM029	Fleet Management	The Company will assist in any other audits as required and implement any recommendations within a timescale to be agreed with PCC.	Level of co-operation	Undertaken upon request
FM030	Fleet Management	The Company will provide such information, assistance and co-operation to PCC which is reasonably required and in such a format or manner as may be reasonably prescribed by PCC to enable PCC to measure the performance of the benefits service.	Level of co-operation	Undertaken upon request
FM031	Fleet Management	The Company will deal with requests for information under the provisions of the Freedom of Information Act as required by PCC and in accordance with PCC's Freedom of Information Policy.	Level of co-operation	Undertaken upon request
FM032	Fleet Management	The Company will provide information to PCC's communications team in relation to press enquiries	Level of co-operation	Undertaken upon request

Financial and Control requirements

Ref	Service	Service Requirement	Key measure	Applicable service standards
FM033	Fleet Management	The Company will provide any information required in relation to reconciliation of all business systems to PCC's general ledger and cash receipting systems on a daily/weekly basis and provide a report to PCC at the end of each month and year. The Company will take remedial action to resolve un-reconciled amounts.	Reconciliations up to date	Daily reconciliation must be performed with statements drawn monthly for presentation to PCC's finance team. End of month report End of year report
FM034	Fleet Management	The Company will liaise with PCC's Finance team for returned payments, returned credits, stopped cheques and BACS payments relating to Green or Trade Waste Income.		Daily processing to ensure timely posting.

Output Specification: Fleet Management

Ref	Service	Service Requirement	Key measure	Applicable service standards
		The Company will take appropriate steps to process and post the details against the customer's records.		
FM03 5	Fleet Management	The Company will ensure that system access is restricted to the Company users and its Companys where applicable and that the security of the system is assured at all times. The Company will provide and maintain a structure of system security that reflects user's roles to ensure that the system remains free from fraudulent activity and that there is appropriate separation of duties.		Daily
FM03 6	Fleet Management	The Company will produce its year end accounts in line with the timetable and format agreed with PCC's Finance Team.	Accounts submitted on time	Annually

6 Performance Indicators

Function	KPI	Performance Indicators to report to the Board and PCC	Current baseline	Year-end projections	Company year 1 target
Fleet Management	001	Cost of fleet maintenance service per vehicle			
Fleet Management	002	Contract maintenance hire charge – supply and maintain			
Fleet Management	003	Annual maintenance cost per weighted vehicle unit			

Output Specification: **Property Maintenance & Cleaning**

Function	KPI	Performance Indicators to report to the Board and PCC	Current baseline	Year-end projections	Company year 1 target
Fleet Management	004	Percentage of maintenance cost attributable to non fair wear & tear			
Fleet Management	005	Labour input hours per weighted vehicle			
Fleet Management	006	Total labour costs as a percentage of total expenditure			
Fleet Management	007	Transport cost as a percentage of total expenditure			
Fleet Management	008	No of weighted vehicles maintained per fitter per annum			
Fleet Management	009	Number of days hire vehicles' used (per vehicle on fleet) to cover for vehicles in workshop as a result of non fair wear & tear			
Fleet Management	010	Percentage of vehicles passing DVSA test first time (DVSA statistics)			
Fleet Management	011	Percentage of vehicles serviced within 7 days of schedule			
Fleet Management	012	Percentage of all workshop jobs completed within 24 hours:			
Fleet Management	013	Percentage of council vehicles requiring an Operators Licence			
Fleet Management	014	Number of PG9 notices issued by DVSA per 100 council vehicles			
Fleet Management	015	Number of motor vehicle accidents/incidents reported per 100 vehicles			
Fleet Management	016	Number of overloading incidents identified per 100 council vehicles monitored			

Output Specification: **Property Maintenance & Cleaning**

Function	KPI	Performance Indicators to report to the Board and PCC	Current baseline	Year-end projections	Company year 1 target
Fleet Management	017	Number of overloading prosecutions per 100 council vehicles			
Fleet Management	018	Number of speeding fines / penalties per 100 council vehicles			
Fleet Management	019	Number of parking tickets / notices per 100 council vehicles			
Fleet Management	020	Number of new customers for MOT's			

Function	KPI	Performance Indicators to report to the Board Only	Current baseline	Year-end projections	Company year 1 target
Fleet Management	021	Percentage of Customers Satisfied with the service.			
Fleet Management	022	Number of Customer Complaints received			
Fleet Management	023	Annualised Staff Absence (All)			
Fleet Management	024	Annualised Staff Absence (Short-Term)			
Fleet Management	025	Annualised Staff Absence (Long-Term)			
Fleet Management	026	Percentage of establishment posts filled			

Output Specification: **Property Maintenance & Cleaning**

Function	KPI	Performance Indicators to report to the Board Only	Current baseline	Year-end projections	Company year 1 target
Fleet Management	027	Percentage of Agency Staffing days vs total establishment days			
Fleet Management	028	Average MPG of Collection Vehicles			
Fleet Management	029	Net cost of recycling per household			
Fleet Management	030	Support costs as a percentage of Total Costs			

Output Specification: Property Maintenance & Cleaning

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27 Definitions

The words in this Property Maintenance and Building Cleaning Output Specification will have the meanings attributed to them in the Agreement where the context so permits and unless otherwise stated.

In this Output Specification, unless the context otherwise requires, the following words and expressions will have the meanings given below:

Term	Definition
BACS	means an electronic system to make payments directly from one bank account to another.
CIPFA	means the Chartered Institute of Public Finance and Accountancy
DEFRA	means Department of Environment, Food and Rural Affairs
FOI	means Freedom of Information
HMRC	means Her Majesty’s Revenue and Customs
Kg	means Kilograms
KPI	means Key Performance Indicator
LGO	means the Local Government Ombudsman
NFI	means National Fraud Initiative
PCC	means Peterborough City Council

Core systems

- Customer Services System
- Bartec or equivalent (to be procured)
- Payroll System (to be procured)
- Finance Management System (to be procured)

Company Liaison

The Company will interface with internal and external organisations as required including but not limited to the following:

Internal

- Portfolio Holders and other Elected Members at Peterborough City Council (PCC)
- PCC's Scrutiny Committee
- PCC's Audit Committee
- PCC's Shareholder Committee
- PCC's Shareholder Representative
- PCC Customer Services
- PCC Finance Team
- Trade Unions

External

- DEFRA
- Other Government departments
- Environment Agency
- External and Internal Auditors
- Other Local Authorities
- Contractors and other suppliers of goods and services
- Disabled person groups
- Professional Institutes
- Office for National Statistics (ONS)
- Benchmarking groups
- Police

- HMRC
- Local Government Ombudsman

Designated Offices

Registered Office

Sand Martin House
Bittern Way
Fletton Quays
Peterborough
PE2 8TY

Operational Office

Fengate Depot
Nursery Lane
Peterborough
Cams
PE1 5BG

28 Scope

General Introduction

The Property Maintenance and Building Cleaning service includes responsibility:-

- To provide systems to allow PCC and its tenants to report building maintenance issues and service requests. To include:
 - Provision of a telephone help-desk between 08:00 – 18:00 Monday to Thursday and 08:00 – 16:30 Friday to process phone calls.
 - Provision of an on-line facility to enable PCC and its tenants to log an enquiry relating to a property.
 - Provision of a dedicated telephone line for responding to “out-of-hours” emergency telephone calls, i.e. 18:00 to 08:00 Monday to Friday morning and for 16:30 on Friday to 08:00 the following Monday.
- To work with PCC in order to assist it in meeting its Design and Technical Project Management objectives;
- To act as designer upon instruction to commence any RIBA stage A – E, under the terms of the CDM Regulations 2007.
- To carry out a programme of condition surveys on all categories of PCC’s property portfolio as detailed in Appendix A (schools, Authority offices, play centres, community centres);
- To carry out a programme of access surveys of all of PCC’s premises in relation to the Disability Discrimination Act and, on instruction by PCC, to carry out necessary works to ensure compliance;
- To assist PCC in assessing the current, ongoing and future Asset Management, Servicing and Maintenance requirements of PCC’s premises and school premises;
- To carry out planned and reactive maintenance of PCC’s premises in line with PCC’s Asset Management Plan as directed by PCC;

Output Specification: **Property Maintenance & Cleaning**

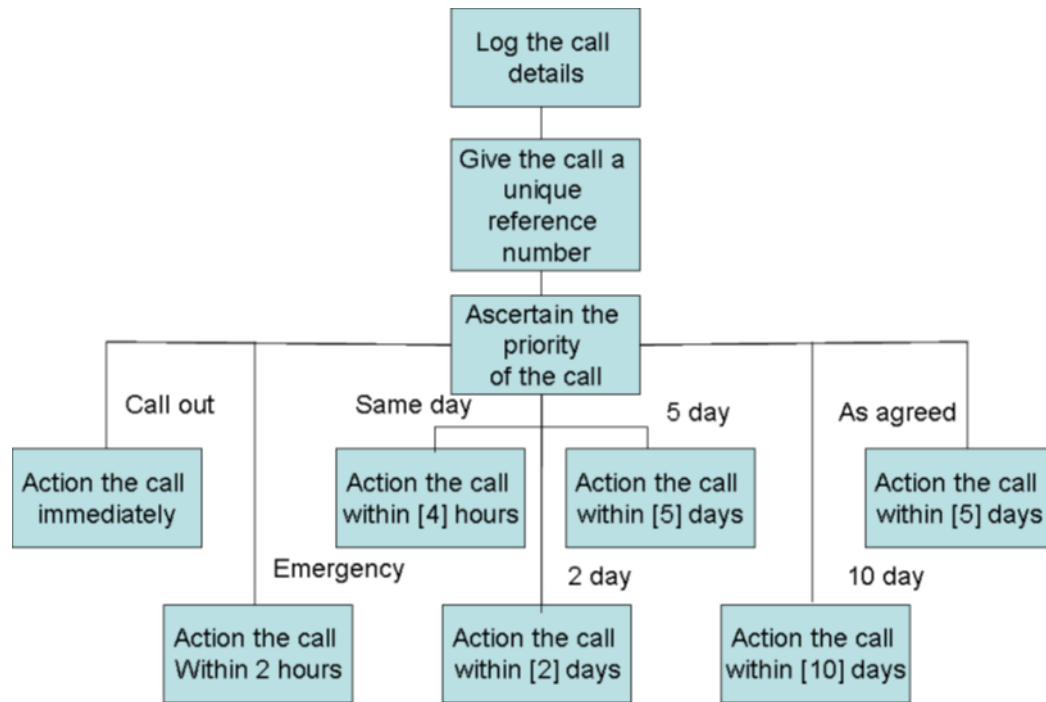
- To carry out and manage the programme of service inspections and testing's and provide Computer Aided Design (CAD) Services.
- To carry out an Asbestos survey of all PCC's premises.
- To conduct cleaning of PCC Premises, Schools and other Premises listed in Appendix G (v2) 031110 - Authority Property Cleaning Schedule in such a way as to maintain a clean, healthy and safe environment for all users; allowing PCC and other authorised users effective operational use of premises being cleaned; and promoting a positive image of PCC to all users and stakeholders.
- The Company will provide emergency cleaning services between the hours of [06:00 and 20:00 Monday - Friday] resulting from large spillages, fire or flood.
- The Company will respond within [2hrs] of notification of any request for emergency cleaning services between the hours listed in 23.2 above.

Inclusions

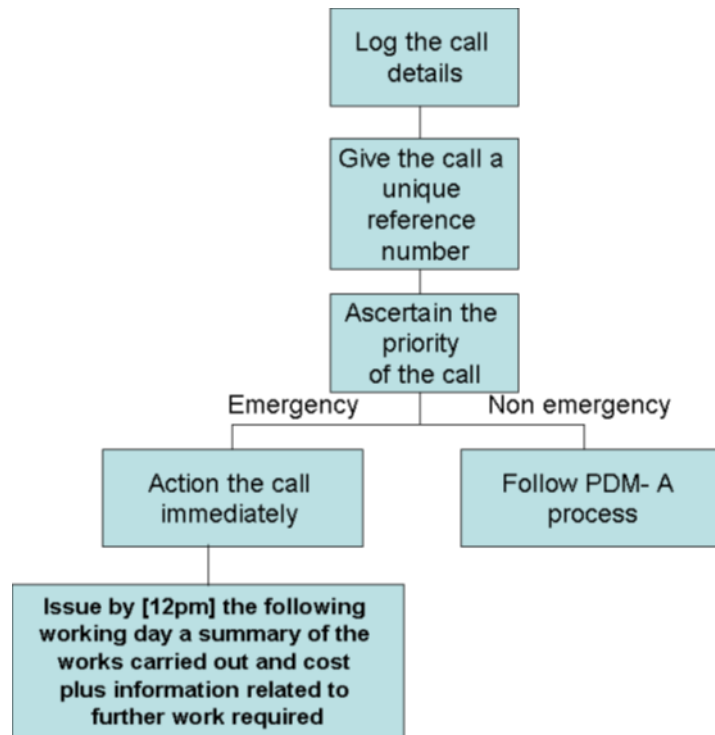
The Company will provide or undertake (inter alia) the following:

- To provide systems capable of ensuring requests are responded to in accordance with this Specification and that the progress of individual assignments/tasks can be tracked and monitored by PCC.
- To process help-desk calls in accordance with the diagram below.

Output Specification: Property Maintenance & Cleaning



- To provide an online function capable of capturing sufficient information to process the enquiry in accordance with the diagram above.
- To provide will operate a system such that PCC can monitor the progress of calls remotely via an online portal.
- To report to PCC in line with the Monitoring, Auditing and Reporting specification and with Schedule 2 Part 2 (the Company's Service Delivery Plan).
- The Company will process out of hours calls in accordance with the diagram below.



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- To follow these principal business objects with regard to the delivery of the Design and Technical Project Management objectives:-
 - ensure Projects are completed to an agreed programme, budget and scope;
 - facilitate PCC's aim to deliver a high standard of service to its clients;
 - provide measureable efficiency gains, aided by whole lifecycle techniques;
 - deliver continuous improvement in project performance and design standards over the lifespan of the Contract Period;
 - give consideration to best practice on sustainable construction and environmental performance;
 - provide clean, safe, healthy and welcoming environments that are fit for purpose through achieving continuous improvements in design quality and engaging with PCC and its End Users throughout the design process; and
 - Meet all health and safety requirements during the construction and operational phases.

Output Specification: **Property Maintenance & Cleaning**

- To, where required, provide some or all of the Project elements listed in relation to RIBA Stage A to L which will include:-
 - design project management (and where the Request For Information (RFI) states, it will include the full range of project management duties);
 - construction project management;
 - supervising officer/employer's agent duties;
 - architectural services;
 - quantity surveying services;
 - structural engineering services;
 - building services engineering (mechanical and electrical) services;
 - landscape architecture services;
 - production of specifications for works, procuring contractors on behalf of PCC and evaluating responses to deliver value for money;
 - value engineering services; and
 - planning supervisor/CDM Coordinator role (as requested in RFI).
- PCC will request the Company to provide services listed in Design and Technical Project Management through its Request For Information (RFI) process.
- To, in so far as is appropriate, manage projects in line with PRINCE2 methodology or equivalent.
- To at all stages of a development consider the Project in terms of whole life costs, developing a design to demonstrate best value and use of whole life costing by engaging early with contractors and the supply chain.
- To implement an agreed lessons-learned process focussed on efficiency savings and applied to all new projects
- To comply with copyright legislation in line with the Operational Services Agreement.
- To Monitor, Audit and Report to PCC at each stage of a project in line with the Specification, the Service Delivery Plan or as agreed with PCC on a project-specific basis.
- To undertake RIBA works as instructed by PCC where RFI is submitted for all RIBA stages to ensure PCC authorisation before moving to the next stage. Works to be undertaken following the diagrams below:

RFI produced by Authority detailing:

- A detailed description of the Project
- Budget for the Project
- Any additional information

Partner response time:

- RIBA Stage A – C = [3 business days total]
- RIBA Stage D - E = [5 business days total]
- Any other RIBA Stage or combination of stages
- [10 business days]

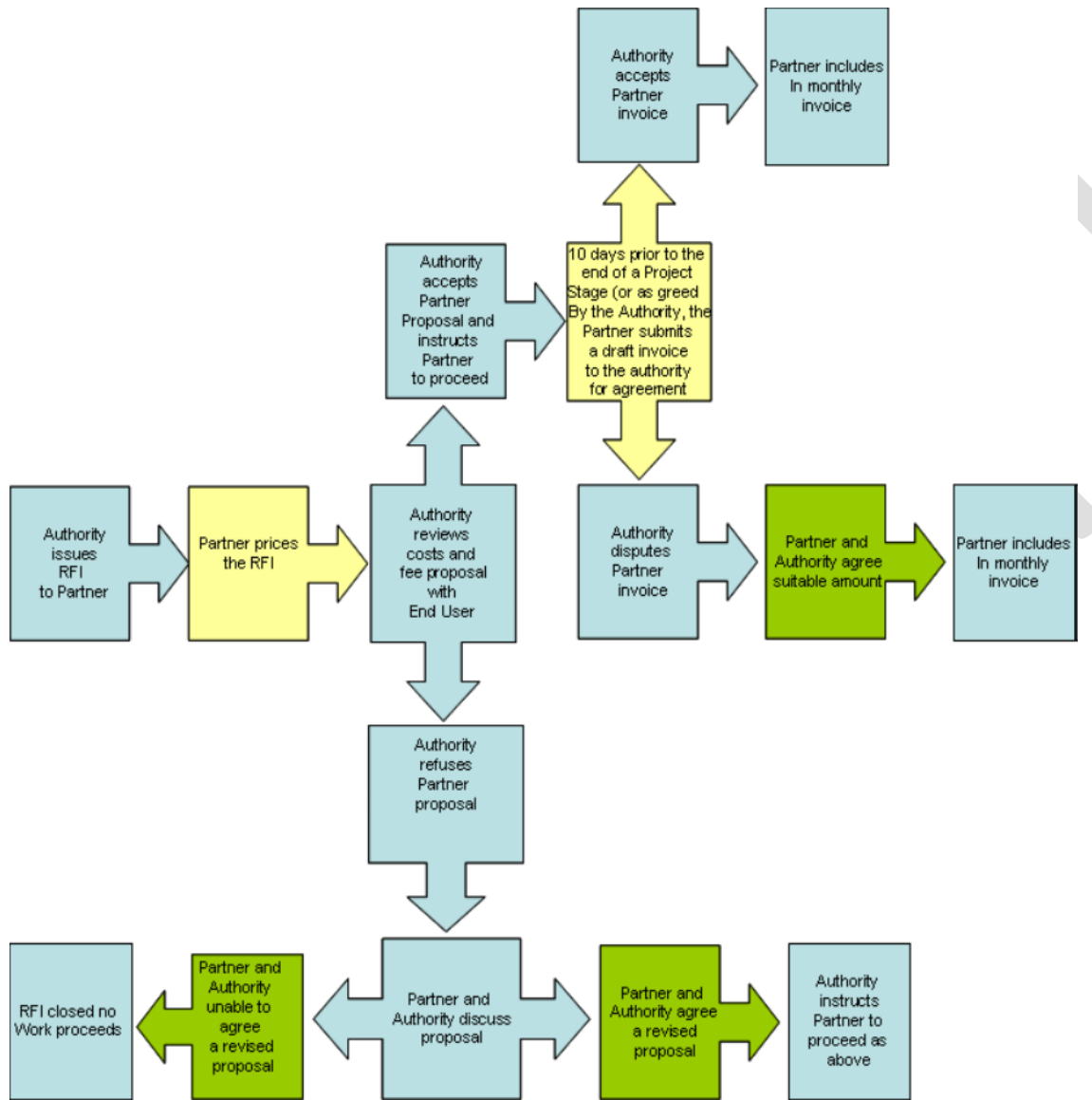
Partners response shall include:

- Summary of Authority requirements
- Price for the Project
- Partners fee for managing the Project
- Programme for delivering the Project
- Partner lead for the Project
- Assumptions made
- Resource requirements including sub-contractor requirements
- Any other information as required for the RIBA stage

RFI approval by Authority; :
The Authority will review the Partners response to the RFI with the End User and issue confirmation for the Partner to proceed with the Project

Partner reporting; :
The Partner will report back to client in accordance with Schedule 2 Part 1 Section B or as otherwise agree between the Authority and Partner

Output Specification: Property Maintenance & Cleaning



- **Project preparation – RIBA Stage A – C (appraisal, design brief and design concept)**
 - To produce a feasibility study and assessment of options for PCC to consider, consult, with the End User and approve.
 - If the business case is approved, PCC may then issue a further RFI to the Company (unless covered by the existing RFI) in liaison with the End User instructing the Company to develop a design brief for the project; the process in figure PDM-C will again be implemented. PCC's capital gateway process will also be implemented.
 - In developing the design brief, the Company will consider:-
 - specifics relating to the project in terms of where it is to be located, what it will be used for and its expected life;
 - whole life costs;
 - the specific requirements of the End User;
 - constraints and risks in delivery of the project;
 - PCC's budget for the project;
 - PCC's policies, Contract Regulations and Financial Regulations;
 - PCC's aspiration to become recognised as the UK's Environment Capital;
 - sustainability and carbon reduction in line with PCC's Carbon Management Action Plan;
 - suitability; and
 - waste reduction and re-use.
 - To report back to PCC at an agreed frequency and in line with the Monitoring, Auditing and Reporting Service Element of the Specification and the Company's Service Delivery Plan.
 - To produce a design brief for PCC to consider and consult with the End User and to determine:-
 - the anticipated requirements of the planning application;
 - the likely planning requirements;
 - the procurement strategy;
 - health and safety implications.
- **Design RIBA Stage D – E - design (design development, technical design)**
 - To act upon the receipt of an RFI to approve and implement a design brief. A Comprehensive Project Cost Plan and methodology will be submitted to develop the design to enable planning permission (outline or full as instructed) on behalf of PCC.
 - To act upon receipt of authority to proceed with the design, submitting drawings to an agreed schedule to PCC for consideration allowing [5 Business Days] for review, comment and approval.
 - To notify PCC [5 Business Days] prior to issuing any drawings for review.

Output Specification: Property Maintenance & Cleaning

- To accept that the technical capability or deliverability of designs or their compliance with relevant legislation and required standards is the Companies responsibility and the approval of the designs rests with PCC.
- To include the production of all drawings, specifications, schedules and other information necessary to meet the requirements of PCC as specified in the RFI to enable the Company/PCC to meet the requirement of an outline or full planning permission submission.
- To ensure all drawings, specifications, schedules and other information produced as part of the design and issued to PCC will be recorded and managed using a rigorous version control procedure.
- To ensure no information contained within drawing specifications and schedules is shared with any other organisation without PCC's written consent in advance. The Company will retain copyright and intellectual property rights, in all drawings, specifications and schedules produced. PCC will be granted a royalty free license to use all such information to support the further development, alteration and disposal of the building or system to which the project relates. The Company will provide all as-built drawings, schedules, specifications and operations and maintenance manuals to PCC within [30] Business Days of the agreement of Practical Completion of the project.
- To ensure that any materials, products and building systems, have as little impact on the environment as possible. The Company will have regard to the latest edition of the Arup publication 'Good Practice in Selection of Construction Materials' and the relevant Waste and Resources Action Plan guidance on the use of recycled content in construction taking into consideration PCC's budget.
- The Company will provide to PCC and End User, for review, details of proposed materials, products and building systems to be used on the project. The Company will allow [5 Business Days] for PCC and the End User to consider the same and feedback to the Company. In carrying out a review of the material, neither PCC nor the End User will be checking for design suitability or its compliance with relevant legislation and required standards and the onus will be on the Company to determine this.
- PCC's prior written approval will need to be obtained by the Company before any material, product or building systems are used that do not have a British Board of Agreement (BBA) certificate.
- All designs will meet the requirements of the BREEAM standard stipulated by the planning authority. The Company will, however, have regard to PCC's aspiration to be recognised as the UK's Environment Capital in any designs taking into account the cost benefits to PCC and the End User.
- All designs above a threshold of 1,000 m² of new floor area will be required to have a DQI score, the threshold for this score will be determined for Projects at the strategic brief stage. The Company and PCC will agree a panel of Design
- The Company will report back to PCC at an agreed frequency and in line with the Monitoring, Auditing and Reporting specification, the Company's Service Delivery Plan, or the RFI if specifically indicated in the RFI.

Output Specification: Property Maintenance & Cleaning

- To be responsible for carrying out all communication and consultation required on the part of PCC and End User for the purpose of obtaining planning permission for the Project.
- To be responsible for technical compliance and making any necessary applications for planning consent not for ensuring a planning consent.
- To liaise with utility providers and, if required, arrange for disconnections and reconnections as required.
- To prepare the technical design(s) and specification, sufficient to co-ordinate components and elements of the Project and information for statutory standards and construction safety.
- **Design RIBA Stage F – H – pre-construction (production information, tender documentation, tender action)**
 - To act where the project is approved to move to the next stage and:
 - prepare and submit applications for statutory approvals as required for the project;
 - prepare further information (including technical designs) required for construction of the project;
 - prepare and/or collate tender documentation in sufficient detail to enable PCC to tender the project so as to comply with Authority's Contract Regulations;
 - identify (in conjunction with PCC) the potential specialist resources/personnel for the Project and liaise with PCC on the appointment;
 - evaluate tenders received; and
 - submit an evaluation report setting out the results of the evaluation undertaken and providing recommendations to PCC on which tenderer the contract should be awarded to, giving reasons to support its evaluation and recommendations. The Company will follow the RFI process as detailed in figure PDM-C.
 - In carrying out RIBA stages F – H the Company will:
 - waste reduction and re-use.
 - prior to any tender document being issued to any potential tenderer, provide a copy to PCC for review. The Company will allow PCC [5 Business Days] for PCC to review the tender documents. Notwithstanding the review by PCC, the Company will satisfy itself as to the suitability of the tender documents in relation to the project.
 - PCC will review the evaluation report with the End User and determine whether to proceed. If PCC wishes to continue with the project, it will instruct PCC's legal division to prepare the contract documentation on behalf of PCC.
 - PCC will be named as the employer under construction contracts. The Company will be named as the SO/Employer's Agent and QS in the construction contract. The Company will procure the contractor in line with instructions from PCC and in compliance with PCC's contract regulations. PCC will continue to do the legal work on preparing the contract forms.

- **Design RIBA Stage J – K – construction (mobilisation, construction to Practical Completion).**
 - To act where the project is approved to proceed with construction and provide to PCC prior to any project works commencing on PCC premises:
 - Project programme detailing:-
 - the sequence and timing of the activities by which the project will be delivered; and
 - the key interface between PCC, End User and the Company.
 - Method statement for carrying out the project that compliments the programme including:-
 - details of resources at each stage of the project;
 - times for submission by the Company of drawings and operating and maintenance instructions for the review of PCC/End User;
 - details of how any statutory consents are to be or will be obtained where applicable; and
 - compliance with planning and other permissions.
 - Details of the Company's project manager who will be responsible for the delivery of the project together with their CV:
 - list of sub-contractors to be used by the main contractor together with confirmation of their competence to support the project;
 - risk register for the project; and estimated costs for dealing with the high level risks;
 - any other information that may be requested by PCC;
 - Construction Phase Health and Safety Plan;
 - Site Waste Management Plan; and
 - any other relevant information as required.
 - The Company will allow PCC [5 Business Days] to review the above information.
 - During the mobilisation period the Company will be responsible for:
 - arranging site handover on the project;
 - obtaining any way leave or other agreements that may be necessary;
 - ensuring the project site is suitably fenced, guarded and lit.
 - During the construction period the Company will be responsible for:
 - managing the project in line with the relevant Contract entered into by PCC and the Contractor;
 - managing the project in line with PRINCE2 methodology (or equivalent) where appropriate and administering the project to Practical Completion; reporting monthly to PCC on the progress of the project in line with timescale agreed with PCC for the project and/or Schedule 2 Part 1 of the Operational Services Agreement;

- complying with any planning conditions;
- ensuring the Project is compliant with Building Regulations and any other relevant regulations, legislation or standards.
- Prior to the issue of a Practical Completion Certificate the project Company will be responsible for witnessing the completion of all the necessary final inspections and testing.
- Immediately at Practical Completion the Company will provide PCC with:
 - 1 hard and 1 electronic (CD) copy of the Operations and Building Manual;
 - 1 hard and 1 electronic (CD) copy of the health and safety file approved by the CDM Co-ordinator.
- The Company will give PCC [5 Business Days] to review and accept the Operations and Building Manual and CDM Manual.
- A Practical Completion Certificate will not be issued by the Company to the contractor until PCC has approved the Operations and Building Manual and health and safety file.
- The Company will be responsible for creating a snagging list and for agreeing with PCC a suitable timetable for completing the items on the snagging list.
- **Design RIBA Stage L – post Practical Completion**
 - To undertake the following Post Practical Completion:
 - ensuring that the contractor completes the items of work in the snagging list in the timescales agreed with PCC and to the satisfaction of PCC so that at the end of the defects period, the retention money held by PCC can be released to the contractor;
 - assisting the End User during the initial occupation period and providing any necessary training to the End User to enable them to operate the building effectively and efficiently;
 - reviewing the performance and suitability of the building in line with PCC requirements stated in the RFI.
 - To work with PCC to keep PCC's Asset Management Plan under review.
 - To carry out over a [3 year] period commencing on the Planned Service Commencement Date, a Condition/DDA/Asbestos and Mechanical and Electrical survey of all of PCC's properties as listed in Appendix A and on a rolling programme thereafter in accordance with its Condition/DDA/Asbestos Survey Plan contained in the Company's Service Delivery Plan
 - To have regard to PCC's asset disposal list (Appendix B) in developing its [3] year plan.
 - To work with PCC to identify properties that should be considered for disposal.
 - To report to PCC on a monthly basis against the Company's Condition/DDA/Asbestos and Mechanical and Electrical Plan.
 - To carry out the condition survey in accordance with the COPROP Property Management Initiative and utilising the COPROP definitions of condition categories and priority levels and considering the following aspects:-
 - External Elements:-
 - Roof;

- Rain water fittings/systems;
- External Wall;
- Windows;
- Doors;
- Drainage; and
- External surfaces
- Internal Elements:-
 - Loft space (including amount of insulation);
 - Ceiling;
 - Light fittings;
 - Internal Walls;
 - Windows and doors;
 - Floor coverings and floor slabs;
 - Sanitary ware/ internal drainage / plumbing;
 - Fixtures and fittings;
 - Electrics (including security systems / fire alarm systems / any other);
 - Kitchen areas and gas supply;
 - Ventilation;
 - Communications and data;
 - Decoration;
 - Boilers and heating;
 - Air conditioning / comfort cooling; and
 - Any other elements deemed to be relevant to the operational use of the building.
- To carry out specific condition works, where instructed, preparing a report to a standard recommended by the RICS. The report will also contain a summary page of the works identified with costs along with detailed photos of all the defects noted submitted to PCC within [7 Business Days] and update the Technology Forge system as appropriate.
- To carry out a Disability Discrimination Act survey in accordance of all PCC's premises (excluding schools) in order to assess the steps needed to overcome any physical barriers to access. The DDA survey will include details of the following:-
 - Place to park;
 - Place to set down;

- Approach;
 - Entrances;
 - Reception;
 - Horizontal circulation;
 - Vertical circulation;
 - Sanitary facilities;
 - Unique facilities;
 - Signage; and
 - Emergency provision.
- To update the survey report and notify PCC where any work undertaken has an effect on the existing Asbestos/DDA/Condition Survey. The information will also be placed on Technology Forge.
 - To provide PCC with amended CAD plans in a format agreed after carrying out any works
 - To produce an asbestos plan for PCC and maintain this for the duration of the contract period.
 - To ensure that PCC's asbestos register is kept up-to-date.
 - To identify works that require immediate attention, reporting these immediately to PCC detailing the problem and the proposed rectification, including costs and any fees for managing the works and then awaiting authorisation before carrying out the works.
 - The Company will carry out a survey of mechanical and electrical systems within PCC's premises. It will include:-
 - boiler houses (including boilers, control panels, pumps, valves, etc);
 - electrical supplies, distribution boards and wiring throughout;
 - fire alarm systems;
 - generators.
 - To produce its condition/DDA/asbestos and mechanical and electrical report to a standard recommended by RICS in accordance with Schedule 2 Part 1 Section 2 Monitoring, Auditing and Reporting (MAR).
 - To identify works that require immediate attention, reporting these immediately to PCC detailing the problem and the proposed rectification, including costs and any fees for managing the works and then awaiting authorisation before carrying out the works.
 - To ensure that details of all condition/DDA/Asbestos and Mechanical and Electrical surveys are logged on PCC's "The Technology Forge" data base within [10 Business Days] of the survey, inspection, testing or service taking place.
 - To ensure that details of all maintenance carried out is logged on PCC's "The Technology Forge" database within [10 Business Days] of the inspection, testing or service having taken place. All work on elements of the estate managed by the Company but not undertaken through

the Contract should be advised to the Company [28] days before commencement to enable the rescheduling of any planned activity. Equally, all activity undertaken by others should be updated within [10] days of completion. Any interface costs will be borne by the Company.

- To use knowledge and information obtained from the Condition/DDA/Asbestos and Mechanical and Electrical surveys to assist PCC in prioritising planned maintenance requirements.
- In line with PCC's budgetary programme and the Company's Service Delivery Plan, the Company will provide an annual planned maintenance plan for PCC's premises. This annual planned maintenance plan will include costs for the required works and a programme for the works. The Company will work with PCC to agree the plan within PCC's budgetary constraints. This process will take place in line with PCC's budgetary process.
- To provide advice on the management of day to day repairs to PCC's premises.
- To ensure any reactive maintenance requests received through the customer service telephone line or web portal will be handled in line with PDM1.
- To ensure any reactive maintenance request taken (where the cost for carrying out the maintenance is less than [£200]) will be carried out without the need for approval by PCC and carried out in line with the Figure PDM – A above.
- To ensure where reactive works are likely to exceed [£200] authorisation is obtained from PCC before proceeding.
- To monitor reactive maintenance requirements identifying patterns to highlight to PCC a more cost effective ways of mitigating future costs.
- To produce an annual Inspection, Testing and Servicing Maintenance Plan for PCC's premises which will be updated each Contract Year. This will include as a minimum:-
 - list of Authority's premises including the address and premises number (UERN);
 - identification of the required statutory inspections, testing and servicing requirements for each building and how they will be carried out;
 - estimated date for carrying out the required inspections, tests and services by the Company;
 - The Company's costs for carrying out the required inspections, testing and services.
- To work with PCC to agree the statutory inspection, testing and servicing plan in accordance with PCC's budgetary constraints.
- To ensure that all inspections, tests and services are carried out in line with the Statutory Inspection, Testing and Servicing Maintenance Plan.
- To be responsible for carrying out or procuring and managing all aspects of the statutory inspection, testing and servicing plan in conjunction with PCC.

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- To ensure that the results of all inspections, tests and services are logged on PCC's "The Technology Forge" database within [10 Business Days] of the inspection, testing or service having taken place. The Company will, as part of the survey report, provide PCC with an estimate of the cost of any works identified.
- To notify PCC, following an inspection, test or service, any required works and the priority of the works, providing cost details on request, for carrying out the works demonstrating value for money.
- To produce copies of tests and works certificates to be left at each of PCC's premises, schools premises and to PCC.
- To ensure, in the cases of both planned and reactive works, the appointed contractor is fully briefed on the works to be carried out and completed.
- To provide briefing on-site to appointed contractors and provide all information required to enable the contractor to carry out the required works.
- To undertake as part of the Company's Inspection, Testing and Servicing Maintenance Plan, the Company will (in accordance with relevant British Standards or equivalent) carry out:
 - annual inspections of emergency firefighting equipment; in accordance with an inclusive service and maintenance contract; encompassing all extinguishers, fire blankets and fire hoses (where installed). This will include all labour and materials, excluding events involving "vandalism", "user error" and "user error good intent". Additional or replacement appliances will be priced as per a schedule of rates included in the service and maintenance agreement.
 - regular comprehensive maintenance and testing of fire alarm systems including weekly tests of fire alarm (including sounder tests) and emergency lighting within PCC buildings, fire alarm and quarterly tests in school buildings where the systems are utilised for class changes daily;
 - quarterly inspections of sprinkler systems or inspections at a frequency required by the insurance requirements; and
 - annual inspections as per manufacturers' recommendations on lightening conductors;
 - annual inspection, testing and maintenance of fire suppression systems.
- To undertake as part of the Company's Inspection, Testing and Servicing Maintenance Plan, a programme for carrying out risk assessments, monitoring and inspecting PCC's Premises in respect of all preventative, statutory and regulatory water testing and treatment. This will include (but not be limited to) legionella and water hygiene, inspection and testing of water towers, fire hoses and closed heating circuits – see Appendix F.
- To ensure that any work to be carried out to water systems is agreed with PCC's Principal Building Services Engineer.
- To carry out testing in line with HSE L8 Control of legionella and will allow for:
 - monthly monitoring of hot and cold water systems;

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- chemical dosing of cooling towers (presently Bayard Place only);
- inspection and treatment of water tanks (incl. Chlorination where necessary subject to Risk Assessments);
- risk assessments at intervals not exceeding 2 years.
- To inspect and maintain fume cupboards within schools when requested by PCC.
- To include as part of its Company's Inspection, Testing and Servicing Maintenance Plan, a programme for testing all of PCC's premises:
 - gas and oil boilers which will include:-
 - an annual service of boilers and ancillary equipment such as pumps, valves and strainers, pressurization units, etc;
 - annual gas safety check (combustion and incoming mains);
 - operation and controls check;
 - boiler efficiency and flue gas emission check;
 - testing of gas valves and isolators in catering facilities.
 - Air conditioning and ventilation which will include:-
 - inspection, maintenance and repair of air conditioning, comfort cooling and ventilation systems;
 - twice per year, including filters and associated equipment/controls; and
 - cleansing of equipment in line with manufacturers' recommendations;
 - inspection of fire dampers and ductwork
 - provision of all filters, belts and other consumable items directly associated to the maintenance of PCC's premises.
- To ensure that such tests are carried out in line with the Heating and Ventilation Contractor's Association (HVCA) guidelines and standards.
- To carry out or arrange for:
 - PAT tests on all of PCC's electrical assets on its property portfolio and schools property on a yearly basis In accordance with BS7671 Electricity at Work regulations;
 - fixed wire testing on PCC's property portfolio in accordance with the IEE Wiring Regulations 17th Edition and BS7671 Electricity at Work regulations. This will include safety checks of fixed wiring equipment and accessories at intervals not exceeding 5 years except for:-
 - buildings with a public entertainment licence which will be carried out at intervals not exceeding 2 years;
 - buildings with a cinematography licence at intervals not exceeding 1 year; and
 - the Key Theatre, Italian Community Centre (The Fleet), Regional Fitness and Swimming Centre and Jack Hunt Swimming Pool at intervals not exceeding 1 year; [In line with best practice, the Company will provide a full visual inspections on an annual basis, coupled to a 20% physical test of the wiring every year — building up to a full set of test results over the 5-year period.]

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- lifts and lifting equipment testing to all corporate assets in line with Appendix F – Service Arrangements for Authority and Schools Premises, Workplace (Health Safety and Welfare) Regulations 1992 and LOLA 1998 and to include between 2 and 12 visits per annum depending on type of appliance and Schedule of requirements and also to include inspection and repair of lifts, hoists and ancillary equipment;
- microwave leakage tests in all catering/kitchen locations within Authority Premises;
- generator maintenance and testing to include oil tanks and isolation systems (incl. fuel);
- additional details (and costs) should be provided to include ‘Live’ or ‘Load Bank’ testing as appropriate (where applicable) every 5 years, subject to prior approval by PCC.
- Uninterrupted Power Supplies (UPS) maintenance and testing, including load test (where possible).
- To carry out or arrange for:
 - regular comprehensive service, maintenance and testing of:
 - all intruder alarm systems
 - CCTV systems;
 - Access Control Systems
- To carry out or arrange for annual inspection and testing of all fall arrest systems and installations, including (but not limited to) cradles, latchways and eye bolts.
- To carry out, arrange and manage all examinations and tests to be carried out in accordance with the Company’s Inspection, Testing and Servicing Plan.
- To produce on request by PCC, CAD drawings of PCC’s Premises or Schools Premises for the purposes of asset management which may include but not be limited to:-
 - elevations;
 - floor plans;
 - mechanical and electrical services;
 - asbestos;DDA; and
 - fire protection measures.
- To ensure that all CAD floor plans show the whole building and are not limited to an extension or alteration. CAD plans will be submitted in agreed layers and to agreed scale. Any not in the prescribed format will be rejected and the client will not pay for any abortive work
- Drawings relating to any property, owned or leased by PCC, will become the property of PCC and may only be reproduced by prior written permission of PCC.

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- The Company will:-
 - be flexible to all reasonable requests in relation to changing and rearranging tasks to meet changing demands
 - not cause damage or disfigurement to any part of the building, its fixtures or fittings, surfaces, furniture or users' property in the course of cleaning. Damage will be reported to PCC within 24 hours;
 - ensure all waste collected as part of the building cleaning service will be deposited in the designated location. Waste streams are to be segregated and placed in the correct bins for recycling before leaving a property;
 - in relation to the cleaning of any item or area, the same should be left in a condition that does not cause danger, loss, injury or damage to persons or property;
 - all building defects preventing the Company from carrying out its operation will be reported to PCC within 24 hours;
 - ensure cleaning does not interfere with the day to day activities of persons using PCC's and other Premises referred to in Appendix G (v2) 031110 - Authority Property Cleaning Schedule. The Company will prepare and review cleaning schedules in liaison with PCC every 6 months; and
 - carry out cleaning tasks using appropriate safety measures, having due regard to COSHH, Health and Safety and all other applicable legislation.
- The Company will ensure that all furniture is free from a build-up of dust, dirt, debris and spills.
- If the Company is unable to clean a desk or piece of furniture for a prolonged period which results in a build up dust or dirt they will make all efforts to liaise with the users of the building to gain access to allow appropriate cleaning to take place, this includes desks.
- To keep all hard floors free from accumulations of dust, fluff, dirt, spills especially in areas that are difficult to access, e.g. corners. Hard floor areas will be free from mop marks, removable stains and polish build-up.
- To keep slip-resistant floor surfaces particularly when there is dampness or a water spillage evident.
- To ensure the appropriate signage is used if a floor is left in a wet condition after the completion of cleaning tasks.
- To ensure the trip hazard signage is used when equipment such as vacuums or other floor machines are being used.
- To keep all soft floors free from accumulations of dust, fluff and other dirt and debris.
- To keep entrance mats should be free from a build-up of dirt. Ledges/skirting/balustrades and handrail
- To ensure all ledges; skirting's, balustrades and handrails are free from thick dust, fluff, dirt, spillages and other debris and not be sticky to touch and be free from smudges.
- To ensure, as far as reasonably possible, within the extent of routine cleaning service that all walls are kept free from splash marks, graffiti and smudges.
- To keep all glass vision panels and glazed partitions are free from finger marks and smudges.

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- To ensure the following:
 - All kitchen appliances which include refrigerators, freezers, cookers, cooker hoods and microwaves should be cleaned in accordance with the specification to ensure they are free from a build up of dust, dirt, debris and spills.
 - PCC requires dishwashers to be loaded and unloaded in the following Premises:
 - Bayard 1st Floor
 - Womens Enterprise
 - Town Hall
- To ensure the following is maintained in toilets and showers:
 - mirrors are free from dust, smears and finger marks;
 - urinals and toilets are free from deposits of lime scale, stains, grime and build up of cleaning product. They should be free from encrustations of dirt around hinges, etc.; and
 - hand-basins and drinking fountains must be free of scum and tidal marks, spillages and removable stains. Chrome finishes will be shiny. Plug holes should not be blocked. There should be no build up of lime scale, Verdigris or other debris.
 - all partitions and walls are free of build up of dust, and dirt and should not be sticky to touch or have smear marks;
 - all extractor fans, extracts and housings are to be cleaned and vacuumed regularly so they are free from dust, cobwebs and other deposits.
- To ensure all fixtures and fittings should be free of build up of dust, and dirt and should not be sticky to touch or have smear marks.
- To empty office waste and recycling receptacles into larger containers outside the premises at a frequency to ensure that they do not become malodorous, are free of any residues of waste and do not over flow.
- To meet the recycling requirements of the office in which it is cleaning by ensuring waste separated for recycling is not mixed with waste being sent for disposal.
- Cleaning up to 2 metres in height should allow for the normal reach of an operative, not using access equipment. Where possible, cleaning above 2 metres should be carried out using telescopic dust control equipment.
- To provide all cleaning equipment necessary to meet the requirements of this specification; this will include but not be limited to detergent and cleaning products, uniforms, vacuum cleaners and mops. This should also include washing up liquid or dishwasher tablets if this service is required.
- To supply and install all consumables including but not limited to toilet rolls and hand towels, etc.
- To replace broken toilet roll holders and paper towel holders.

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- To act in the event of a viral outbreak, such as pandemic flu, cleaning certain areas of buildings used by vulnerable groups more regularly and with specialist cleaning products, as may be specified by PCC at any time. If specialist cleaning supplies are required in the event of a flu epidemic the Company can recharge PCC for additional supplies in accordance with the agreed schedule of rates.
- To “deep clean” some or all of PCC’s Premises, upon instruction, and other locations where cleaning is carried out. Deep cleaning may include the following (but will not be limited to):
 - General areas, i.e. office space, common areas, walkways, stairs, etc.
 - WCs and washroom sanitisation, i.e. removal of dirt, debris and lime scale, etc, from walls, floors, taps, plugs and sanitary fittings using specialist chemicals and manual or mechanical equipment
 - Changing rooms and showers sanitisation, i.e. removal of dirt, debris and lime scale, etc, from walls, floors, taps, plugs, cubicles and shower fittings using specialist chemicals and manual or mechanical equipment
 - Kitchen sanitisation, i.e. removal of dirt, debris and lime scale, etc, from
 - walls, floors, taps, plugs and kitchen appliances using specialist chemicals and manual or mechanical equipment
 - Carpet Cleaning
 - Reactive Flea Treatments
- To develop a flexible cleaning service which can accommodate changes, and will liaise with the Company as and when such changes are likely to take place.
- To ensure that appropriate Company Personnel are available to investigate, report and take action, as may be required, in relation to this Specification.
- PCC will provide (free of charge) to the Company: -
 - access to properties specified in Appendix G where this Service Element of the Specification is to be carried out during the hours agreed in which it is to be provided suitable storage areas for materials and equipment;
 - electricity for lighting and power in connection with the cleaning service which should be used in an energy efficient manner.
 - storage areas for the Company to store, cleaning materials and equipment;
 - water for cleaning purposes which should be used in an efficient manner; and
 - telephones, for emergency calls only.
- To carry out customer satisfaction surveys at least every six months from the Planned Services Commencement Date in each of PCC’s Premises, Schools Premises and other locations where this Service Element of the Specification is being carried out.
- It is intended that the Service Level Agreements between PCC (PCS) with Schools for the Maintenance Services, under which services are provided by PCS, will be novated to the Company in readiness for the Planned Services Commencement Date referred to in the Operational Services Agreement.

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- Following the novation of these Service Level Agreements, the services provided by the Company to the Schools and the Schools' payment to the Company in line with the respective Service Level Agreements because the arrangements will be a direct one between the Company and the respective Schools.

Future Potential Impacts

The Company will anticipate and have regard to any changes statutory, practical or other changes that may impact on the services described in this Output Specification including but not limited to:

- the Environmental Protection Act 1990;
- the Controlled Waste Regulations 1992;
- Changes to National Recycling Target from 2020.

Exclusions

The Company will not be required to undertake the following activities which will be retained by PCC:

- The capital and revenue budget for PCC's premises will continue to be held by PCC.
- Prior to any design works commencing, PCC will look to appoint a CDM coordinator (unless PCC requires the Company to fulfil this role).
- For all RIBA projects PCC will liaise with the End User to identify and define the End User's needs, objectives and expectations and to assist in the development of a business case for the project. In preparing the business case, PCC will issue the Company with a Request For Information (RFI) to assist in appraising the feasibility of the project in line with the End User's requirements. The Company and PCC will follow the process detailed in Figure PDM-C above.
- Window cleaning inside and outside is excluded from this specification but the Company may be requested by PCC to provide this service.

29 Related Documents

The parties recognise and agree that the inclusion of the documents below is for information only and is not intended to give rise to legally binding rights and obligations between the parties except where these documents are specifically referred to in Section 4 or 6 of this Output Specification.

Data type	File name	File contents	Function/s related to it
Customer Strategy Policy		Corporate policy on intranet	Provision of customer service and strategy
Corporate Complaints Policy		Corporate policy on intranet	Corporate complaints procedure
Annual Property Maintenance & Cleaning Business Plan		Annual Service Plan	Annual service plan
Performance data		Council Policy	
Service Level Agreements			
Whistleblowing Policy		Council Policy	Corporate whistleblowing policy
Bribery Act Policy		Council Policy	Corporate Bribery Act Policy
Anti-Fraud and Corruption Policy		Council Policy	Corporate Fraud Policy

30 Service Requirement

The following section indicates the service requirements for the Property Maintenance & Cleaning function.

The Company will adhere to the standards listed in the final column of the following table with Key Performance Indicators highlighted in bold.

Key Performance Indicators

KPIs will be agreed on an annual basis as part of the Business Planning process. They will be determined on a combination of national and local factors and based upon the outturn figure for the previous financial year. All KPIs will be measured from April to March. The list of KPIs can be amended or added to with agreement.

Overall requirements

Ref	Service	Service Requirement	Key measure	Applicable service standard
PR001	Property Maintenance & Cleaning	The Company will comply with prevailing law and Authority policies and guidelines.	Adherence to Law and Policies	Absolute requirement
PR002	Property Maintenance & Cleaning	The Company will seek to continuously improve the services within its scope. The Company will provide an annual action plan to be approved by PCC along with the annual Business Plan for continuous improvement and monthly reports to PCC detailing progress and likely downturns in performance giving reasons for such downturns and plan for resolution.	Performance KPI's, Stakeholder feedback.	As agreed with PCC as part of the annual Business Planning process.
PR003	Property	The Company will contribute to the development and	Agreed changes	As agreed with PCC as part of the

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	Maintenance & Cleaning	implementation of change initiatives relating to the service required by legislation and/or other drivers.	made to the service and specification.	annual Business Planning process.
PR004	Property Maintenance & Cleaning	The Company will liaise and interface with other Companies and groups external to PCC, including suppliers, DEFRA, and stakeholders in order to represent PCC, keep abreast of relevant developments and thinking and support service improvement.	Performance KPI's, Stakeholder feedback.	As agreed with PCC as part of the annual Business Planning process.
PR005	Property Maintenance & Cleaning	The Company will annually review and update all policies and procedures.	Agreed changes reported with the Business Plan	As agreed with PCC as part of the annual Business Planning process.
PR006	Property Maintenance & Cleaning	The Company will maintain the highest level of customer satisfaction.	Customer feedback	90% of Customers Satisfied or Above.

Service and Cost requirements

Ref	Service	Service Requirement	Key measure	Applicable service standards
PR007	Property Maintenance & Cleaning	The Company will provide an efficient and cost effective property maintenance and cleaning service for all PCC premises and schools.	Cost benchmark.	KPI - Cost of property maintenance service per premises KPI - Cost of property cleaning service per premises KPI - Average cost of work per operational full time employee KPI - Average cost per job – direct contractors KPI - Cost of property management as percentage of portfolio value

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				<p>KPI - Planned investment as a percentage of property value</p> <p>KPI - Responsive maintenance as a percentage of property value</p> <p>KPI - Average cost per job</p> <p>KPI - Total labour costs as a percentage of total expenditure</p> <p>KPI - Transport cost as a percentage of total expenditure</p>
PR008	Property Maintenance	The Company will provide the most effective property maintenance service for all PCC premises and schools.	Performance benchmark.	<p>KPI - Average time taken to complete a routine repair</p> <p>KPI - Average length of time taken (hours) to complete emergency repairs</p> <p>KPI - Percentage of non-emergency jobs not subject to call back/complaint (right first time)</p> <p>KPI - Incidence of vandalism/arson per property</p>
PR009	Property Cleaning	The Company will provide the most effective property cleaning service for all PCC premises and schools.	Performance Benchmark	<p>KPI - Cost per square metre for all areas cleaned</p> <p>KPI - Ratio of square metres to annual scheduled hours</p> <p>KPI - Total square metres (excluding outdoor areas) cleaned per FTE employee</p> <p>KPI - Cost per scheduled input hour</p> <p>KPI - Cleaning materials cost as a percentage of total cost</p>

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				KPI - Cleaning equipment cost as a percentage of total cost KPI - Materials and equipment costs as a percentage of total cost
PR010	Property Maintenance & Cleaning	The Company will maximise the commercial value of the services that it provides. Specifically trying to sell property management, maintenance and cleaning services to local businesses.		KPI - Number of new property management customers KPI - Number of new property maintenance customers KPI - Number of new property cleaning customers
PR011	Property Maintenance & Cleaning	The Company will provide the most environmentally friendly Property Maintenance & Cleaning service possible. It will seek opportunities to use green solutions and use environmentally friendly products wherever possible.	Performance Benchmark	

Organisational and Administrative requirements

PR012	Property Maintenance & Cleaning	The Company will reply to all correspondence, including emails, with a full and complete answer/resolution to the issues raised by the correspondent.	Response times and plain English	Within agreed targets
PR013	Property Maintenance & Cleaning	The Company will deal effectively and professionally with complaints received in accordance with PCC's Corporate Complaints Procedure, providing a response to the customer in an appropriate format and monitoring for any patterns leading to customers submitting a complaint. The Company will respond to councillors' and MPs' enquiries in accordance with PCC's policy.	Response times and plain English	Within agreed target
PR014	Property	The Company will provide statistical information to PCC	Response times and	Quarterly

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	Maintenance & Cleaning	regarding complaints and councillor and MP enquiries.	plain English	
PR015	Property Maintenance & Cleaning	The Company will provide information and evidence to PCC in a timely manner to support responses to the LGO.	Response times and plain English	Within five (5) days, or such other timescale as the LGO requires
PR016	Property Maintenance & Cleaning	The Company will analyse the root causes of complaints and ensure that action is taken within the service to address these causes in order to minimise future complaints	Proportion of resolutions	Continuous
PR017	Property Maintenance & Cleaning	The Company will provide such information, assistance and co-operation as PCC may reasonably require and in such format or manner as may be reasonably prescribed by PCC to enable PCC to measure the performance standards of the Property Maintenance & Cleaning Service.	Performance against KPI's	Achieve KPI targets.
PR018	Property Maintenance & Cleaning	The Company will provide upon request such ad-hoc additional information and support as PCC may require from time to time.	Level of co-operation	Undertaken upon request
PR019	Property Maintenance & Cleaning	The Company will provide direct access for PCC to any system or database used by the Company in administering the service.	Level of co-operation	Undertaken upon request
PR020	Property Maintenance & Cleaning	The Company will ensure that access to all systems used by the service is controlled and restricted to those staff (including within PCC) that are authorised.	Level of co-operation	Undertaken upon request
PR021	Property Maintenance & Cleaning	The Company will ensure accurate completion of all statutory and non-statutory returns required by central government or reasonably required by PCC. Where relevant the Company will submit returns so required by PCC for consideration and signature by the relevant office	Proportion of returns completed on time	In a timely manner as required

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		at PCC within 10 Business Days unless otherwise agreed. Such returns include, but are not limited to : <ul style="list-style-type: none"> - Statutory returns as required; - CIPFA benchmarking (if undertaken annually); 		
PR022	Property Maintenance & Cleaning	The Company will ensure that customers are able to contact PCC through a range of channels including email, web form, post and telephone and face to face. The Company will ensure that all communications are electronically referenced to the customer and are dealt with in accordance with Authority customer service standards.	Level of access to customer and customer feedback	Authority customer service standards
PR023	Property Maintenance & Cleaning	The Company will design, produce and publish leaflets in hardcopy and on the website that explain to the public important matters regarding the waste and recycling service. This should focus particularly on making recycling as simple as possible for the householder to maximise the amount of waste recycled. The Company will write all such leaflets in accordance with PCC's communication standards in plain English.	Quality of material published	In good time to be approved by PCC's communications team
PR024	Property Maintenance & Cleaning	The Company will ensure that the service is accessible in line with UK equalities legislation and Authority policy.	Quality of communication channels	Service accessible to all
PR025	Property Maintenance & Cleaning	The Company will provide input and content to PCC's web team/provider to ensure that the site is up to date and to ensure that the public are informed of legislative and other changes relating to the service before they take effect.	Quality of the website	Website that is clear and simple to use
PR026	Property Maintenance	The Company will provide PCC with customer satisfaction feedback as required by contractual KPIs and PIs.	Proportion of returns completed on time	In a timely manner as required

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	& Cleaning			
PR027	Property Maintenance & Cleaning	The Company will establish an annual plan to encourage householders to recycle more of their waste.	Quality of the communication	A plan that is simple to understand and communicate to householders
PR028	Property Maintenance & Cleaning	The Company will maintain relationships with other bodies and other government organisations to promote joint working across the public sector.	Number of relationships with other LA's/LATCo's	
PR029	Property Maintenance & Cleaning	The Company will manage projects such as major changes to legislation and IT systems within timescales and budgets agreed with PCC.	Company keeps up to date with legislation	
PR030	Property Maintenance & Cleaning	The Company will assist in any other audits as required and implement any recommendations within a timescale to be agreed with PCC.	Level of co-operation	Undertaken upon request
PR031	Property Maintenance & Cleaning	The Company will provide such information, assistance and co-operation to PCC which is reasonably required and in such a format or manner as may be reasonably prescribed by PCC to enable PCC to measure the performance of the benefits service.	Level of co-operation	Undertaken upon request
PR032	Property Maintenance & Cleaning	The Company will deal with requests for information under the provisions of the Freedom of Information Act as required by PCC and in accordance with PCC's Freedom of Information Policy.	Level of co-operation	Undertaken upon request
PR033	Property Maintenance & Cleaning	The Company will provide information to PCC's communications team in relation to press enquiries	Level of co-operation	Undertaken upon request

Financial and Control requirements

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Ref	Service	Service Requirement	Key measure	Applicable service standards
PR034	Property Maintenance & Cleaning	The Company will provide any information required in relation to reconciliation of all business systems to PCC's general ledger and cash receipting systems on a daily/weekly basis and provide a report to PCC at the end of each month and year. The Company will take remedial action to resolve un-reconciled amounts.	Reconciliations up to date	Daily reconciliation must be performed with statements drawn monthly for presentation to PCC's finance team. End of month report End of year report
PR035	Property Maintenance & Cleaning	The Company will liaise with PCC's Finance team for returned payments, returned credits, stopped cheques and BACS payments relating to Green or Trade Waste Income. The Company will take appropriate steps to process and post the details against the customer's records.		Daily processing to ensure timely posting.
PR036	Property Maintenance & Cleaning	The Company will ensure that system access is restricted to the Company users and its Companys where applicable and that the security of the system is assured at all times. The Company will provide and maintain a structure of system security that reflects user's roles to ensure that the system remains free from fraudulent activity and that there is appropriate separation of duties.		Daily
PR037	Property Maintenance & Cleaning	The Company will produce its year end accounts in line with the timetable and format agreed with PCC's Finance Team.	Accounts submitted on time	Annually

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6 Performance Indicators

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Function	KPI	Performance Indicators to report to the Board and PCC	Current baseline	Year-end projections	Company year 1 target
Property Maintenance & Cleaning	001	Cost of property maintenance service per premises			
Property Maintenance & Cleaning	002	Cost of property cleaning service per premises			
Property Maintenance & Cleaning	003	Average cost of work per operational full time employee			
Property Maintenance & Cleaning	004	Average cost per job – direct contractors			
Property Maintenance & Cleaning	005	Cost of property management as percentage of portfolio value			
Property Maintenance & Cleaning	006	Planned investment as a percentage of property value			
Property Maintenance & Cleaning	007	Responsive maintenance as a percentage of property value			
Property Maintenance & Cleaning	008	Average cost per job			

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Function	KPI	Performance Indicators to report to the Board and PCC	Current baseline	Year-end projections	Company year 1 target
Property Maintenance & Cleaning	009	Total labour costs as a percentage of total expenditure			
Property Maintenance & Cleaning	010	Transport cost as a percentage of total expenditure			
Property Maintenance & Cleaning	011	Average time taken to complete a routine repair			
Property Maintenance & Cleaning	012	Average length of time taken (hours) to complete emergency repairs			
Property Maintenance & Cleaning	013	Percentage of non-emergency jobs not subject to call back/complaint (right first time)			
Property Maintenance & Cleaning	014	Incidence of vandalism/arson per property			
Property Maintenance & Cleaning	015	Cost per square metre for all areas cleaned			
Property Maintenance & Cleaning	016	Ratio of square metres to annual scheduled hours			

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Function	KPI	Performance Indicators to report to the Board and PCC	Current baseline	Year-end projections	Company year 1 target
Property Maintenance & Cleaning	017	Total square metres (excluding outdoor areas) cleaned per FTE employee			
Property Maintenance & Cleaning	018	Cost per scheduled input hour			
Property Maintenance & Cleaning	019	Cleaning materials cost as a percentage of total cost			
Property Maintenance & Cleaning	020	Cleaning equipment cost as a percentage of total cost			
Property Maintenance & Cleaning	021	Materials and equipment costs as a percentage of total cost			
Property Maintenance & Cleaning	022	Number of new property management customers			
Property Maintenance & Cleaning	023	Number of new property maintenance customers			
Property Maintenance & Cleaning	024	Number of new property cleaning customers			

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Function	KPI	Performance Indicators to report to the Board Only	Current baseline	Year-end projections	Company year 1 target
Property Maintenance & Cleaning	025	Percentage of Customers Satisfied with the service.			
Property Maintenance & Cleaning	026	Number of Customer Complaints received			
Property Maintenance & Cleaning	027	Annualised Staff Absence (All)			
Property Maintenance & Cleaning	028	Annualised Staff Absence (Short-Term)			
Property Maintenance & Cleaning	029	Annualised Staff Absence (Long-Term)			
Property Maintenance & Cleaning	030	Percentage of establishment posts filled			
Property Maintenance & Cleaning	031	Percentage of Agency Staffing days vs total establishment days			
Property Maintenance & Cleaning	032	Average MPG of Collection Vehicles			

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Function	KPI	Performance Indicators to report to the Board Only	Current baseline	Year-end projections	Company year 1 target
Property Maintenance & Cleaning	033	Net cost of recycling per household			
Property Maintenance & Cleaning	034	Support costs as a percentage of Total Costs			

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Appendix F - The Interactions with the Council and the rules that Govern this - Pages

Legal Standards

Company Structure and Constitution

Advice from the Council's external legal advisers Bevan Brittan was sought as to the Company's most appropriate form of company structure and subsequently the CompanyLATCo was incorporated as a company limited by shares.

This has the following advantages:

- "Tried and tested" – a flexible and familiar structure which is still the most popular form of corporate vehicle.
- Simple mechanism for introduction of new equity/transfers of existing equity, although transfers of shares subject to potential 0.5% stamp duty charge. The share capital structure means shareholders can hold different numbers of shares (or different classes) and therefore hold varying levels of influence.
- Nature of shares as an investment gives possibility of future "exit" as well as income return for shareholders, subject to there being sufficient profits available for the purpose of distribution.
- Company can be established with a sole shareholder, so capable of being owned outright by the Council.

There are some potential disadvantages including:

- Annual and event driven reporting to Companies House meaning a reasonably high degree of publicity regarding the company.
- Directors subject to statutory and common law duties, especially if the company is or is near insolvency.
- Company treated as a separate taxable entity from its shareholders (although this could also be seen as an advantage).

Immediately upon incorporation the Company adopted model Articles of Association. The Articles determine limits to the Company's authority and the rules according to which the Company must conduct business. To ensure that certain decisions are reserved to the Council as sole shareholder, it is proposed that the Company adopt certain reserved matters in set out in the Reserved Matters list at Appendix D.

Legal Agreements

A suite of documents will be used to formalise the legal arrangements between the Council and the Company including:

- **Services Agreement** - the Council and the Company will enter into a formal agreement which sets out the Services to be delivered and the standards and performance indicators on which the Company will be measured, in largely the same manner as the Council would contract with any third party supplier.
- **Loan Agreement** - the Council and the Company will enter into an agreement to enable the Company to borrow from the Council up to an agreed limited. Detailed advice has been received from Bevan Brittan with regard to the effect of the state aid regime on any loan extended to the Company by the Council. State aid is "any aid granted by a Member State or through State resources in any form

whatsoever which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods ..., in so far as it affects trade between Member States". Briefly any proposed loan from the Council to the Company LATCo should be offered on market terms. If the parties are able to demonstrate that a private investor in similar circumstances would be willing to invest on the same terms (for example, the loans will provide viable financial returns for that private investor) the market economy investor principle will apply. Where the benefit of the aid flows on market-facing terms, the aid will not amount to state aid because there will be no element of subsidy.

- **Support Services Agreement** - a formal agreement between the Council and the Company will allow some or all of the Council services set out above to be extended to the Company.
- **Property documentation** - leases and licences will be agreed with the Company to enable it to operate from Council premises.

Human Resource & Payroll Standards

The Company will ensure and provide assurance that it engages a high quality, responsive HR & Payroll provision to provide strategic and operational support, advice and guidance to the Company.

All HR & Payroll activities within the service will meet not only statutory requirements, but support a best practice approach supporting, developing and engaging with the workforce through an active and positive approach.

The Company is expected to nurture and develop a desirable model of HR & Payroll to use as a basis and competitive advantage for growing the Company.

A more detailed service specification will set out be developed for HR & Payroll Services which will include but not be limited to:

Workforce Resourcing - timely and appropriate external recruitment is undertaken including building a talent pipeline for key positions from internal resources. Appropriate and value for money use of contract / agency staff minimum and zero hour contracts.

Recruitment and Induction - appropriate and relevant recruitment checks are undertaken taking into account equality, eligibility to work, evidence of objective and consistent process, record keeping, General Data Protection Regulation requirements and Disclosure and Barring Services (DBS) processes (if required). Employment contracts are issued within statutory period and each new employee receives an appropriate and fully recorded induction.

Employee Relations - provision of the day to day queries / operational issues such as absence management, disciplinary, grievance, appeals, whistleblowing, policy

advice and support on statutory entitlements such as flexible working, maternity, paternity; restructures and redundancy management; exits and management of trade union relations. Ensure that a supportive, work / life balance is achieved for all staff and promoting an environment free from harassment and provides an inclusive workplace.

HR Policy Framework - maintain the TUPE obligations regarding HR policies until such time as any policies are renegotiated. All new policies will support best practice and meet statutory requirements. The company will ensure that policies are reviewed on a regular basis.

Training and Development - ensure all staff have access to core skills development/ routine courses. Apprenticeship opportunities are considered in conjunction with the Council's apprenticeship scheme and associated development programmes. Yearly review of individual's Performance Development with a key emphasis on identifying staff development plan. All staff will receive a yearly appraisal, with a half year review, along with a development plan that addresses skills gaps and stretching targets.

Reward - Ensure policy and procedures are in line with best practice, legislatively compliant and support the Company's objectives. Undertake job evaluation, ensure all roles have an appropriate and updated job description and that the reward policy and benefits management is compliant with best practice.

Organisational Development - embed the workforce being tuped into the new Company and set a culture which supports the company's objectives and vision. Ensure that any change programmes are effectively managed; build and continually review leadership effectiveness, coaching, talent development, succession planning, employee satisfaction surveys, competency frameworks, values and behaviours.

Management Information - ensure that there is provision of management KPI data/dashboards from the organisation's HR Information system on a regular basis, reporting to the Board and the Council's Shareholder Committee any areas that highlight risk to the Council or the Company.

Strategic HR Leadership - ensure that there is adequate strategic HR advice and guidance which supports the needs of the "Managing Director" and provides the vision, strategic direction and coaching required by the senior team.

Occupational Health - ensure adequate OH support for staff is in place and that relevant provision is available to address the occupational health requirements ensuring that all/any statutory requirements of specific job roles are met. In addition, ensure that a Health and Wellbeing programme is in place for staff to access on an as and when needs basis.

Trade Union Provision - ensure that there is provision for a facilities agreement in place to recognise Trade Unions and an agreed structure for regular workforce meetings. Ensure that there are appropriate procedures and protocols in place for shop stewards and Safety Steward.

Annual Assurance / Audit tests - the Company will ensure that annual audits and assurances take place to ensure that the HR/Payroll statutory obligations are being met and that the HR provision continues to meet best practice standards.

Issues and Complaints

A process will be devised and agreed to expedite any issues arising from the HR/Payroll service provided and a resolution process put in place.

Payroll Provision - ensure that provision is in place for a cost effective, reliable, comprehensive, accurate and punctual payroll service in accordance with all relevant legislation and applicable employment terms and conditions. This will include timely and accurate administration of the pension process.

Finance Standards

The Company will ensure and provide assurance that it engages a high quality, responsive Finance provision to provide strategic and operational support, advice and guidance to the company.

All Finance activities within the service will support the best practice approach inherent in PCC to ensure stewardship of transactions and compliance to both Companies Act and Local Government legislation. In addition, the Company will comply with Council financial regulations (put in the link to the financial regulations) and processes including:

- Budgetary timetables and informational requirements;
- Closure timetables and informational requirements;
- Monitoring and reporting timetables and informational requirements.

Initially the City Council will supply support services to the Company and these arrangements will be formalised in a Support Services Agreement sets out the draft agreement.

Payment Rules - The Contract for Service delivery will be invoiced to the Council by the Company in 12 equal monthly payments and based on open book accounting. The Council will make payments to standard invoice terms (to comply with Council Standing Orders).

Contract Level - The value of the Contract for Service Delivery shall be subject to Annual Review, supported with an appropriately detailed business plan and cash flow

model; and this shall take account of any increases or decreases in service levels. Changes will be approved by the appropriate Governance and contractual routes in both the Council and the Company.

Audit - the Company will assign its own External and Internal Auditors. Accounts will be subject to inspection by the Councils Internal and External Auditors and part of the Annual Audit Plan and overall Closure process.

Financial System - the Company will be responsible for setting up a financial system that is compliant to legislative requirements of the Company and the Council and able to interface/link to Council reporting obligations.

Banking - the Company will be responsible for its own banking arrangements. This will include receipt of income and payment of expenditure.

Authorisation - the Company will set up an appropriate authorisation structure to ensure segregation of duties and appropriateness of transaction size to staffing level.

Support Service Agreements - will allow the Company to purchase certain Council services including (where required): ICT; Finance (including Audit), Corporate Human Resources; Operational Human Resources; Management Support Services, Legal Services. All Support Services Service Level Agreements shall be subject to annual review by the Council and Company in terms of the value for money that they deliver.

Penalties - Penalties and Incentives will be negotiated as part of the annual review of the Contract level.

Exit Plans - The Services Agreement referred to in more detail above will provide for contractual exit responsibilities and requirements.

The following assessments will be made in respect of **Assets and Liabilities**:

- **Asset assessments** (valuations, etc) and ownership:
 - The initial assets shall comprise a range of assets including vehicles, plant, ICT and other property currently used by EMS (the Contractor) to carry out the Services.
 - Assets are to be owned in the most cost manner for both the Council and the Company. Where assets are owned by the Company, there should be appropriate step in rights for the Council.
 - The Council shall make available the initial assets to the Company (where they are owned by the Council) on a commercial basis that includes an annual fee for the use of the initial assets and the terms by which they are to be maintained by the Company, incorporated within the terms of the Services Agreement

- The Council shall have the right to inspect assets over the life of the Services Agreement to ensure they are being properly maintained. Any remedial works required arising from such inspections shall be carried out at the cost of the Company.
 - The Company may continue to use the Council's assets or provide substitute assets if they offer better value for money; but the Company cannot commit the Council to contractual liabilities or extend such arrangements beyond the term of the Services Agreement without the formal agreement in writing of the Council.
- **Liability assessments**
 - The Council will ensure that a full liability analysis is undertaken of the services being taken over.
 - Thereafter, liability assessments will take place as part of the annual closure and monitoring processes and where appropriate added to the Risk Register.
 - **Loans and loan limits**
 - The Council will make available loans to the Company in order to provide working capital (revenue and capital) for the Company, the terms of which will be set out in a loan agreement and shall be limited to £1.75m.
 - Loans will be repayable to the Council in accordance with the terms of the loan agreement.

Change Management

- The Services Agreement between the Council and the Company will contain a contractual change control process detailing the methodology by which both parties may formally request a change to the agreement or the Services, the subsequent evaluation of the impact of that change including any subsequent price variation, and the recording and adoption of the change if agreed.
- The Smart Client Team described above will be responsible for managing the change control process on behalf of the Council.

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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CABINET	AGENDA ITEM No. 5
17 DECEMBER 2018	PUBLIC REPORT

Cabinet Member(s) responsible:	Councillor David Seaton, Cabinet Member for Resources	
Contact Officer(s):	Peter Carpenter, Acting Corporate Director of Resources Suzanne Jones, Head of Commercial Finance (Deputy s151 Officer)	Tel. 384564 Tel. 384566

COUNCIL TAX SUPPORT SCHEME 2019/20

R E C O M M E N D A T I O N S	
FROM : Acting Corporate Director of Resources	Deadline date : 3 December 2018
<p>That Cabinet approve consultation on Peterborough's Council Tax Support Scheme 1 April 2019 – 31 March 2020 that contains the following local components:</p> <p>a) Amendment of the existing scheme for all eligible working age claimants as follows:</p> <ul style="list-style-type: none"> - The existing 30% reduction that is applied at the end of the benefit calculation is replaced with a 30% liability reduction applied at the start of the calculation - Alternative options for increasing the above 30% reduction, including: (1) increasing by 1% a year for 3 years; (2) increasing to 35%; (3) increasing to 40% - Introducing a minimum award level of either £1 or £2 per week - A restriction to support being provided at up to band C/D equivalent only (higher bands will be limited to the band C/D level with their parish) - An increase to the non-dependent deduction levels - An assumed minimum earnings level for self-employed claimants - Removal of second adult rebate - Removal of extended payments - Removing the current disregard of Child Benefit and treating it as income - Reducing the capital limit from £16,000 to £6,000 - Treating Universal Credit claim notifications as claims for Council Tax Support. <p>b) To amend appropriate rates in line with annual upratings.</p>	

1. ORIGIN OF REPORT

- 1.1 This report is submitted to Cabinet following discussion by the Corporate Management Team (CMT).

2. PURPOSE AND REASON FOR REPORT

- 2.1 The purpose of this report is to commence consultation for a localised council tax support scheme for the financial year 2019/20. There is a statutory requirement for the council to set a localised council tax support scheme by 11 March 2019 and forms part of the formal budget process under the Budget and Policy framework.
- 2.2 This report is for Cabinet to consider under its Terms of Reference Number 3.2.1 which states 'to take collective responsibility for the delivery of all strategic Executive functions within the council's Major Policy and Budget Framework and lead the council's overall improvement programmes to deliver excellent services.'

3. **TIMESCALE**

Is this a Major Policy Item/Statutory Plan?	YES	If Yes, date for relevant Cabinet Meeting	17 December 2018
Date for relevant Council meeting	6 March 2019	Date for submission to Government Dept – Communities and Local Government	11 March 2019

4. **BACKGROUND**

Council Tax Support Scheme (CTSS)

- 4.1 Peterborough City Council's Council Tax Support Scheme (CTSS) is based on the Council Tax Reduction Default Scheme Regulations amended each year through changes to the government regulations. The council is obliged to consult on the local scheme for the forthcoming financial year (2019/20).
- 4.2 Since April 2013 council tax benefit was abolished by Government and replaced with a localised Council Tax Support Scheme (CTSS). This meant councils had to develop a local scheme, and had less funding to do so. This change meant that:
- Some people who did not have to pay any council tax will now have to pay something
 - Some people who have some help may have to pay more
- 4.3 From 1 April 2013, the council introduced a scheme whereby council tax benefit would be reduced by 30% for working age claimants at an estimated overall cost of £2.4m. The 30% reduction has remained the same since its introduction.
- 4.4 Following further grant reductions in 2015/16, the council consulted on whether to change the scheme to 35% or 40%. Ultimately the scheme remained at 30%. Further grant reductions experienced in 2016/17, 2017/18, 2018/19 and further planned reductions in 2019/20 will affect the grant provided for council tax support (which is now subsumed within the councils main grant – which is due to phased out by 2019/20).
- 4.5 A one per cent increase or decrease in the scheme is approximately £73k per annum. Currently council tax support payers pay an average of £249.67, and a one percent increase or decrease would amend this amount by £8.32. Since the introduction of the scheme there has been a sharp increase in the number of households being issued with court summons which adds an additional cost of £68.00. If referred on for enforcement action further costs of £75 and £235.00 are charged and the possibility of a further £110.00 if goods are removed. These costs are paid off first before recovery of council tax.
- 4.6 Claimants have been reducing year on year. The caseload in June 2013 was 11,435. In April 2015 it was 10,497, April 2016 was 10,198, April 2017 was 9,584, and by April 2018 it was 9082 cases. This is positive for the council as either these claimants now pay more council tax or have left the area.
- 4.7 The council introduced a discretionary Council Tax Hardship Policy under current legislation that operates alongside the operation of council tax. Claimants need to meet policy eligibility criteria to qualify for a reduction in council tax.
- 4.8 The council acts responsibly in collecting council tax and recognises that in some instances people may struggle to pay their council tax. In March 2014, the council signed up to the Citizen's Advice Bureau (CAB) Collection of Council Tax Arrears Good Practice Protocol. The protocol has recently been reviewed and updated, and confirms the commitment by the council to do all it can to support people struggling with debt to help them avoid becoming in arrears.

5. PROPOSED CHANGES FOR CONSULTATION

Council Tax Support Scheme (CTSS) 1 April 2019 to 31 March 2020

- 5.1 Peterborough City Council's Council Tax Support Scheme (CTSS) is based on the Council Tax Reduction Default Scheme Regulations amended each year through changes to the government regulations. Over recent years, Government has announced that it was proposing changes to Housing Benefit rules and tax credits, and as such, the Council's previous consultations on its Council Tax Support scheme have duly reflected these. By doing so and by introducing these measures, the Council continues to align the Council Tax Support Scheme to Housing Benefit Rules, and it will make it less complicated for claimants and assist with the ongoing transition and administration of Universal Credit.
- 5.2 This report sets out the proposed changes to the local components to Peterborough's CTSS as follows:

Amendment of the existing scheme for all eligible working age claimants as follows:

- a. The existing 30% reduction that is applied at the end of the benefit calculation is replaced with a 30% liability reduction applied at the start of the calculation;
- b. Alternative options for increasing the above 30% reduction, including: (1) increasing by 1% a year for 3 years; (2) increasing to 35%; (3) increasing to 40%;
- c. Introducing a minimum award level of either £1 or £2 per week;
- d. A restriction to support being provided at up to band C/D equivalent only (higher bands will be limited to the band C/D level with their parish);
- e. An increase to the non-dependent deduction levels;
- f. An assumed minimum earnings level for self-employed claimants;
- g. Removal of second adult rebate;
- h. Removal of extended payments;
- i. Removing the current disregard of Child Benefit and treating it as income;
- j. Reducing the capital limit from £16,000 to £6,000; and
- k. Treating Universal Credit claim notifications as claims for Council Tax Support.

Appendix 1 shows the detailed proposals within the main consultation document.

- 5.3 In addition to the above proposals, the Council Tax Support scheme for 2019/20 will be subject to annual benefits uprating and feedback received during this consultation.

6. IMPACT OF THESE CHANGES

- 6.1 An initial assessment of revenue implications suggest that the potential savings that could be achieved are as follows:
- By applying (a), (d), (e), (h) and (j), savings of up to £292k;
 - By also applying (i), total savings of up to £700k (inc (a), (d), (e), (h) and (j));
 - Option (b) provides an additional £75-80k for each 1% increase;
 - Option (g) would save £7k and option (c) saves £12k. Savings for option (f) are not possible to quantify, but total expenditure in this category is £215k, so savings will be less than this level.
- 6.2 In addition to the revenue implications of the potential changes, the Council has also undertaken an Equality Impact Assessment of the proposed changes. This provides a systematic process for assessing the effect these potential changes may have on groups or individuals in respect of different equality categories.
- 6.3 This assessment is attached at Appendix 2.

7. CONSULTATION APPROACH

- 7.1 The proposed changes outlined in this report will amend Peterborough's Council Tax Support Scheme for 1 April 2019 – 31 March 2020, following consideration of any feedback received during the consultation exercise. Cabinet will launch the consultation after the 17 December 2018 and it will remain open until 27 January 2019, and Cabinet will receive an update of responses for their 25 February 2019 Cabinet meeting.
- 7.2 An online document will be available to respond to the consultation and hard copies will be available on request in the Sand Martin House, Town Hall and Bayard Receptions, as well as at the Central Library. Members' scrutiny was undertaken as part of the scrutiny meetings set aside for budget discussions, including stakeholder consultation meetings.
- 7.3 In addition to this, there will also be specific consultation with key interested partners including the Peterborough Community Assistance Scheme (PCAS) Board. PCAS is a valuable consultation body as it consists of Peterborough Citizen's Advice Bureau, Kingsgate Community Church, Credit Union, MIND, Disability Peterborough and Age UK Peterborough, all of whom have regular, direct contact with vulnerable individuals.

8. ANTICIPATED OUTCOMES

- 8.1 This report launches the consultation for the operational council tax support scheme from 1 April 2019 as part of the formal budget process outlined in the council's Major Policy and Budget Framework. The consultation responses will inform the design of the operational scheme and any financial implications arising from the final design will be factored into the medium term financial strategy.

9. REASONS FOR RECOMMENDATIONS

- 9.1 The council is statutorily required to approve a council tax support scheme by the 11 March 2019 having had regard for the council's financial position and feedback from responses to the consultation. As part of this consultation, the council is consulting on a council tax discretionary hardship policy.

10. ALTERNATIVE OPTIONS CONSIDERED

- 10.1 The council is statutorily required to approve a local scheme by 11 March. An alternative option which would be to not propose any changes to the current 2018/19 local scheme and manage the resulting costs of the scheme accordingly.

11. IMPLICATIONS

- 11.1 Financial and legal implications have been considered elsewhere in this report. An equality impact assessment has been completed to assess the implications that may arise from the proposed technical changes.

12. BACKGROUND DOCUMENTS

Used to prepare this report, in accordance with the Local Government (Access to Information) Act 1985)

- The Council Tax Reduction Schemes (Default Scheme) (England) Regulations 2012
- The Council Tax Reduction Schemes (Prescribed Requirements) (England) (Amendment) Regulations 2013
- The Council Tax Reduction Schemes (Prescribed Requirements) (England) (Amendment) (No. 2) Regulations 2014
- The Council Tax Reduction Schemes (Prescribed Requirements) (England) (Amendment) Regulations 2015
- The Housing Benefit (Abolition of the Family Premium and date of claim amendment) Regulations 2015 (S.I. 2015 No. 1857)
- The Council Tax Reduction Schemes (Prescribed Requirements) (England) (Amendment) Regulations 2016 (S.I. 2016 No. 1262)

- The Council Tax Reduction Schemes (Amendment) (England) Regulations 2017 No. 1305

13. APPENDICES

Appendix 1 - Consultation Document

Appendix 2 - Equality Impact Assessment

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Peterborough City Council Council Tax Reduction Scheme 2019/20 Consultation Questionnaire

What is this about?

Peterborough City Council has a difficult financial situation to manage over the coming years and must make savings and increase income. Part of these savings could come from reducing the amount of financial help provided to residents on low incomes through the Council Tax Reduction Scheme.

In addition, the roll out of Universal Credit in the City has added a significant administrative burden on the Council which needs to be addressed.

What is Council Tax Reduction?

Council Tax Reduction is a discount for Council Tax, the level of discount is based on the income of the household. Currently the maximum discount is reduced by 30% for all working age households. In effect this means that any award of Council Tax Reduction is reduced by 30%. Pensioners can receive up to 100% support as their scheme is determined by Central Government.

Why is a change to the Council Tax Reduction scheme being considered?

Until April 2013 there was a national scheme called Council Tax Benefit. The Government made local Councils responsible for replacement schemes from 1 April 2013 and reduced funding to support the schemes. Since then, funding has further reduced year on year.

The continued roll out of Universal Credit, (Central Government's new benefit which replaces Income Support, Income Based Job Seeker's Allowance, Income Related Employment and Support Allowance, Housing Benefit for working age applicants and Tax Credits), with its constant changes in entitlement, means that many people fail to claim Council Tax Reduction or receive multiple Council Tax demands each year. This is leading to confusion for applicants, losses in entitlement, changes in Council Tax liability and a significant increase in the administration that has to be undertaken by the Council.

Who will these changes affect?

Working age households in the City who currently receive or will apply for Council Tax Reduction may be affected. Pension age households will **not** be affected as Central Government prescribe the scheme for them.

Are there any alternatives to changing the existing Council Tax Reduction scheme?

We have thought about other ways to make the spending cuts we need to make and maintain the current scheme's level of financial support. These have not been completely rejected and you are asked about them in the Questionnaire, but at the moment we do not think we should implement them for the reasons given below.

We have considered:

1 Increasing Council Tax

This would mean all Council Tax payers in the City paying towards the scheme. The decision to increase Council Tax may need to be made by voting in a local referendum; or

2 Reduce funding to other Council services

Keeping the current Council Tax Reduction scheme will mean less money available to deliver other Council services;

Questionnaire

Have Your Say on the Council Tax Reduction Scheme

Q1.
I have read the background information (above) about the Council Tax Reduction Scheme:

Yes No

This question must be answered before you can continue.

Paying for the Scheme

Q2.
Should the Council keep the current Council Tax Reduction scheme? (Should it continue to reduce Council Tax for applicants in the way and to the extent that it does at the moment?)

No Yes Don't know

Q3.
Please use the space below to make any comments you have on protecting the Council Tax Reduction Scheme from cuts.

Options to change the current Council Tax Reduction scheme

As explained in the background information, the Council is primarily consulting on proposals to change the existing Council Tax Reduction Scheme from 1st April 2019. These changes, if agreed, would reduce the cost of the scheme and make administration savings.

Your responses are a part of this consultation. Set out below are the proposals being considered:

- Amending the calculation in respect of the 30% reduction (**Option 1**);
- Limiting the maximum level of Council Tax Reduction to 69% from 2019 and reducing the level of support by 1% for each of the following two years (**Option 2**);
- Limiting the maximum level of Council Tax Reduction to 65% (**Option 3**);
- Limiting the maximum level of Council Tax Reduction to 60% (**Option 4**);
- Introducing a minimum Council Tax Reduction limit of £1 or £2 per week (**Option 5**);
- Restricting Council Tax Reduction to a Band C or Band D level (**Option 6**);
- Increasing the existing Non-Dependant Deductions (**Option 7**);
- Introducing a Minimum Income Floor for Self Employed applicants (**Option 8**);
- Removing Second Adult Reduction from the scheme (**Option 9**);
- Removing the Extended Payment Provision from the scheme (**Option 10**);
- Including Child Benefit as an income for all applicants (**Option 11**);
- Including Child Benefit as an income for applicants but excluding the payment for either the first or second child (**Option 12**);
- Reducing the maximum capital limit to £6,000 (**Option 13**); and
- Increase the Applicable Amounts in line with changes in Housing Benefit (**Option 14**).

Option 1 - Amending the calculation in respect of the 30% reduction

The Council currently reduces all Council Tax Reduction awards to working age applicants by 30%. In effect this means that the actual amount of any award is reduced by 30% at the end of the means test calculation.

This option would change the approach to the calculation by applying to 30% reduction before the means test was applied.

Reducing the maximum level of support available is a simple change to the scheme which is easily understood. The Council is conscious that any minimum payment must be affordable given the household's circumstances. All applicants would be able to apply for additional support on a case by case basis where they experience exceptional hardship.

The benefits of this are:

- it is a simple alteration to the scheme which is easy to understand;
- It is fair because everyone pays towards their Council Tax; and
- It delivers savings to the Council.

The drawback of doing this is:

- All working age households receiving Council Tax Reduction will be required to make a minimum payment as at present; and
- Households will receive less support.

Q4.

Do you agree with this change to the scheme?

Yes No Don't know

Q5.

If you disagree with this change, what alternative would you propose?

Option 2 - Limiting the maximum level of Council Tax Reduction to 69% from 1st April 2019 and then by a further 1% each year until the maximum level of Council Tax Reduction is 67%

This option is similar to Option 1 but it would require all working age applicants to pay a minimum payment of 31% from 1st April 2019. With this option the level of support would continue to reduce by 1% for each of the following two years until the maximum level of support is 67%.

This would mean that all working age applicants would pay at least; 31% of their Council Tax bill from 1st April 2019; 32% of their Council Tax bill from 1st April 2020; and 33% of their Council Tax bill from 1st April 2021.

Reducing the maximum level of support available is a simple change to the scheme which is easily understood. The Council is conscious that any minimum payment must be affordable given the household's circumstances. All applicants would be able to apply for additional support on a case by case basis where they experience exceptional hardship.

The benefits of this are:

- it is a simple alteration to the scheme which is easy to understand;
- It is fair because everyone would be required to make a minimum payment albeit at an increased level;
- It will 'phase in' the reduction in support over a number of years: and
- It will deliver savings each year to the Council.

The drawback of doing this is:

- All working age households receiving Council Tax Reduction will be required to pay more; and
- The level of support would be reduced year on year.

Q6.

Do you agree with this change to the scheme?

Yes No Don't know

Q7.

If you disagree with this change, what alternative would you propose?

Option 3 - Limiting the maximum level of Council Tax Reduction to 65%

This option would require all working age applicants to pay a minimum of 35% towards their Council Tax. This is an increase on the current scheme and would require all Council Tax applicants to pay an additional amount towards their Council Tax.

Reducing the maximum level of support available is a simple change to the scheme which is easily understood. The Council is conscious that any minimum payment must be affordable given the household's circumstances. All applicants would be able to apply for additional support on a case by case basis where they experience exceptional hardship.

The benefits of this are:

- it is a simple alteration to the scheme which is easy to understand;
- it would deliver savings to the Council; and
- It is fair because everyone shares the increase.

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The drawback of doing this is:

- All working age households receiving Council Tax Reduction will be required to pay more.

Q8.

Do you agree with this change to the scheme?

Yes No Don't know

Q9.

If you disagree with this option, what alternative would you propose?

Option 4 - Limiting the maximum level of Council Tax Reduction to 60%

This option would require all working age applicants to pay a minimum of 40% towards their Council Tax. This is an increase on the current scheme and would require all Council Tax applicants to pay an additional amount towards their Council Tax.

Reducing the maximum level of support available is a simple change to the scheme which is easily understood. The Council is conscious that any minimum payment must be affordable given the household's circumstances. All applicants would be able to apply for additional support on a case by case basis where they experience exceptional hardship.

The benefits of this are:

- it is a simple alteration to the scheme which is easy to understand;
- it would deliver savings to the Council; and
- It is fair because everyone shares the increase.

The drawback of doing this is:

- All working age households receiving Council Tax Reduction will be required to pay more.

Q10.

Do you agree with this change to the scheme?

Yes No Don't know

Q11.

If you disagree with this option, what alternative would you propose?

Option 5 - To set a minimum level of Council Tax Reduction at £1 or £2 per week

Currently, the scheme will grant Council Tax Reduction from 1p per week per applicant. This is administratively inefficient and costly given the need to notify all applicants. The Council is proposing to increase the minimum level of Council Tax Reduction to either £1 per week or £2 per week. Where an applicant would receive less than the minimum amount, no amount of Council Tax Reduction will be granted.

The benefit of this is:

- It reduces administration costs; and
- The change will not affect any applicants on the lowest incomes or where they currently receive more than the set minimum.

The drawbacks of this are:

- If any applicant would have received less than the minimum amount per week, no Council Tax Reduction will be granted.

Q12.

Do you agree with the principle that the minimum level of Council Tax Reduction payable should be £1 per week?

Yes No Don't know

Q13.

Do you agree with the principle that the minimum level of Council Tax Reduction payable should be £2 per week?

Yes No Don't know

Q14.

If you disagree with BOTH of the two options (minimum levels), what alternative would you propose?

Option 6 - To restrict the maximum level of Council Tax Reduction payable to the equivalent of a Band C or a Band D charge

The current Council Tax Reduction scheme uses the full amount of the Council Tax charge irrespective of the band of the property. There are eight Council Tax Bands A to H with Band D being the national average. The Council is considering limiting the level of reduction that can be awarded where the applicant lives in a property which is above a 'set' banding level. A decision has yet to be made, but the Council is considering implementing either a Band C restriction or a Band D restriction.

It is proposed that, whatever limit is chosen, where an applicant lives in a property which is in a higher Council Tax band then the Council Tax Reduction will be calculated on the basis of the maximum banding level. It will not affect applicants who live in a property either at, or in a lower Council Tax band.

The benefit of this is:

- It can be seen as a fairer method of providing support with those claimants living in higher banded properties and receiving Council Tax Reduction having to pay more;
- It will deliver some savings to the Council; and
- It is administratively straightforward.

The drawbacks of this are:

- All working age claimants living in premises with a Council Tax band higher than the restricted level (Band C or Band D, whichever is chosen), will have their Council Tax Reduction restricted; and
- Reductions in awards may affect families living in larger homes.

Q15.

Do you agree with the principle that the maximum level of Council Tax Reduction payable should be restricted to a maximum of a BAND D charge?

Yes No Don't know

Q16.

Do you agree with the principle that the maximum level of Council Tax Reduction payable should be restricted to a maximum of a BAND C charge?

Yes No Don't know

Q17.
If you disagree with BOTH of the two options (banding restrictions), what alternative would you propose?

Option 7 - Increasing the existing Non-Dependant Deductions

Within the current scheme, a deduction is made from Council Tax Reduction for people other than the applicant's partner or dependants who are 18 years old or over (Non-Dependants) and reside in the household. Non-Dependants are expected to contribute towards the payment of the Council Tax. At present, where deductions are made, the weekly deductions range from £3.90 to £11.90 per week according to the Non-Dependant's circumstance and their weekly income. The Council is considering increasing the deductions in line with the prescribed council tax support regulations for 2019/20 and for some higher earners increasing the deduction by either 50% or 100%.

The benefit of this is:

- It is easy to administer; and
- The change would deliver savings to the Council.

The drawbacks of this are:

- Where household have Non-Dependants, the level of Council Tax Reduction may reduce.

The current level of deductions are as follows:

Criteria	Non- Dependants who are in receipt of Income Support/ Jobseeker's Allowance (Income Based) / Employment & Support Allowance (Income Related) or Universal Credit and have no earned income	Non-Dependants who are over 18 and not in remunerative work	Non-Dependants who are over 18 in remunerative work and earning less than £202.85 per week	Non-Dependants who are over 18 in remunerative work and earning at least £202.85 to £351.64 per week.	Non-Dependants who are over 18 in remunerative work and earning at least £351.65 to £436.89 per week.	Non-Dependants who are over 18 in remunerative work and earning £436.90 per week or more.
Deduction per week	Nil	£3.90	£3.90	£7.90	£9.95	£11.90

An example of the increase is shown in the table below. Please note these are based on the current level of Non-Dependant deductions. These will increase for 2019/20. If the Council was to increase the Non-Dependant Deductions for higher earners only would be:

Criteria	Non- Dependants who are in receipt of Income	Non- Dependants	Non-Dependants who are over 18 in remunerative work and earning less than £202.85 per week	Non-Dependants who are over 18 in remunerative work and earning at least £202.85 to £351.64 per week.	Non-Dependants who are over 18 in remunerative work and earning at least £351.65 to £436.89 per week.	Non-Dependants who are over 18 in remunerative work and earning £436.90 per week or more.
	Support/ Jobseeker's Allowance (Income Based) / Employment & Support Allowance (Income Related) or Universal Credit and have no earned income	who are over 18 and not in remunerative work				
Deduction per week	Nil	£3.90 (no change)	£3.90 (no change)	£11.85 (50% increase)	£19.90 (100% increase)	£23.80 (100% increase)

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Q18.

Do you agree that the Non-Dependant Deductions should be increased for higher earners in line with the percentages shown in the table above?

Yes No Don't know

Q19.

If you disagree with this option, what alternative would you propose?

Option 8 - Introducing a Minimum Income Floor for Self-Employed applicants.

In order to align Council Tax Reduction with Universal Credit, the Council proposes to use a minimum level of income for those applicants who are self-employed. This would be in line with the National Living Wage for 35 hours worked per week. Any income above this amount would be taken into account based on the actual amount earned. The income would not apply for a designated start-up period of one year from the start of the business.

The benefits of this are:

- The treatment of income for self-employed claimants for Council Tax Reduction will be brought broadly into line with Universal Credit;
- It should encourage self-employed working age applicants to run a viable business and to expand their business; and
- It would deliver some savings to the Council.

The drawback of this is:

- Where a working age applicant is self-employed and continues to run a business where their income is below the national living wage level, the Council will assume they earn at least the minimum level (based on a 35-hour week, regardless of the hours they work).

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Q20.

Do you agree with the principle that applicants who are self-employed for more than one year should have a minimum income floor applied to their claim?

Yes No Don't know

Q21.

If you disagree, what alternative would you propose?

Option 9 - Removing Second Adult Reduction from the scheme

The current Council Tax Reduction scheme can grant a reduction up to 25% in certain cases where the income of a 'second adult' (not the applicant's partner) who resides with the applicant is unemployed or has a low income. The reduction is not based on the applicant's or their partner's income but is purely based on the income of the 'second adult'.

The benefit of this is:

- It removes an element of the current scheme where the reduction bears no relationship to the income of the applicant or their partner (if they have one);
- It is administratively simple; and
- It will deliver some savings to the Council.

The drawback of this is:

- A very small number of people who currently receive Second Adult Reduction will receive less support.

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Q22.

Do you agree with the removal of Second Adult Reduction?

Yes No Don't know

Q23.

If you disagree, what alternative would you propose?

Option 10 - Removing the Extended Payment Provision from the scheme

In the current scheme, certain applicants may receive Extended Payments. These are made for the first four weeks from when the applicant or their partner either start work or increase their hours or earnings and have been on defined benefits for more than 26 weeks. Extended Payments do not apply to any applicant who is receiving Universal Credit and who goes into work or increases their hours or earnings. In view of this, it is the Council's intention to remove the Extended Payment Provision from the scheme altogether.

The benefit of this is:

- It is administratively simple and reduces administration costs;
- It will be fairer to applicants in receipt of Universal Credit; and
- It will deliver some savings to the Council.

The drawbacks of this are:

- If any applicant was on any legacy benefit and would have received an Extended Payment, no reduction will be given.

Q24.

Do you agree that the Extended Payment Provision should be removed from the scheme?

Yes No Don't know

Q25.

If you disagree, what alternative would you propose?

Option 11 - To take any Child Benefit paid to an applicant or partner into account in full in the calculation of Council Tax Reduction

Currently any payments of Child Benefit paid to either an applicant or their partner do not count when working out their income for Council Tax Reduction. This proposal would allow the Council to include any Child Benefit received in the calculation of Council Tax Reduction.

The benefit of this is:

- It is administratively straightforward to do;
- It will deliver savings to the Council; and
- Some families receive relatively high levels of Child Benefit which is not taken into account when calculating their entitlement

The drawback of this is:

- Some families will receive less Council Tax Reduction.

Q26.

Do you agree with the principle that any Child Benefit paid to the applicant or partner should be counted in full rather than ignored when assessing Council Tax Reduction?

Yes No Don't know

Q27.

If you disagree, what alternative would you propose?

Option 12 - Including Child Benefit as an income for all applicants but excluding the payment for either the first or second child

This option is similar to Option 10 but would allow some tolerance in the approach. If adopted, then the Council would include Child Benefit as an income when calculating Council Tax Reduction but would ignore either the Child Benefit received for the first child, or the first and second child.

The benefit of this is:

- It is simple to administer;
- It will deliver some savings to the Council; and
- It will not affect all families (depending on their size and the number of Child Benefit payments taken into account).

The drawbacks of this are:

- It may reduce support for some larger families.

Q28.

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Do you agree with the principle that Child Benefit paid to the applicant or partner EXCLUDING THE PAYMENT FOR THE FIRST CHILD, should be counted rather than ignored when assessing Council Tax Reduction?

Yes No Don't know

Q29.

Do you agree with the principle that Child Benefit paid to the applicant or partner EXCLUDING THE PAYMENT FOR THE FIRST AND SECOND CHILD, should be counted rather than ignored when assessing Council Tax Reduction?

Yes No Don't know

Q30.

If you disagree with BOTH of the proposals, what alternative would you propose?

Option 13 - Reducing the maximum capital limit from the existing £16,000 to £6,000

At present, residents with savings, capital and investments of more than £16,000 are not entitled to any Council Tax Reduction. Under the proposed change, this limit would be reduced to £6,000.

The benefits of this are:

- Only those working age residents with at least £6,000 in savings will be affected;
- There is a low risk to causing any hardship; and
- It would deliver some savings to the Council.

The drawback of this is:

- Where a working age resident has in excess of £6,000 in savings, no reduction whatsoever will be payable.

Q31.

Do you agree with the principle that the capital limit should be reduced to £6,000?

Yes No Don't know

Q32.

If you disagree, what alternative would you propose?

Option 14 - Increasing the Applicable Amounts and applying other annual upratings in the scheme in line with those in Housing Benefit and the prescribed Council Tax Support regulations.

The current scheme uses Applicable Amounts (personal allowances, dependant's additions and premiums) and other variables to determine the 'needs' of the applicant's household.

These are identical to the ones used in Housing Benefit or the prescribed council tax support regulations for pensioners. This option would maintain the scheme's Applicable Amounts in line with any changes in Housing Benefit or the prescribed council tax support regulations (for example, non-dependant deductions in option 7).

The benefits of this are:

- This would allow the Council Tax Reduction scheme to be aligned with Housing Benefit; and
- In some cases this may increase the level of Council Tax Reduction paid.

The drawback of this is:

- None

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Q33.

Do you agree with this change to the scheme?

Yes No Don't know

Q34.

If you disagree, what alternative would you propose?

Alternatives to reducing the amount of help provided by the Council Tax Reduction Scheme

If the Council keeps the current scheme, we will need to find savings from other services to help meet the expected reduction in Government funding. The proposals set out in this consultation could deliver savings. The alternatives are set out in the background information.

Q35.

Do you think we should choose any of the following options rather than the proposed changes to the Council Tax Reduction Scheme? Please select one answer for each source of funding.

Q35.1.

Increase the level of Council Tax

Yes No Don't know

Q35.2.

Find savings from cutting other Council Services

Yes No Don't know

Q36.

If the Council were to choose these other options to make savings, what would be your order of preference? Please rank in order of preference by writing a number from 1 or 2 in the boxes below, where 1 is the option that you would most prefer and 2 is the least.

Increase the level of Council Tax

Reduce funding available for other Council Services

Q37.

Please use this space to make any other comments on the scheme.

Q38.

Please use the space below if you would like the Council to consider any other options (please state).

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Q39.

If you have any further comments or questions to make regarding the Council Tax Reduction scheme that you haven't had opportunity to raise elsewhere please use the space below.

We ask these questions:

1. To find out if different groups of people in the Council's population have been able to take part in the consultation and identify if any groups have been excluded. This means it is not about you as an individual but to find out if people with similar characteristics have had their say.
2. To find out if different groups of people feel differently about the options and proposals in comparison to each other and all respondents. This means it is not about you as an individual but to find out if people with similar characteristics have answered in the same way or not.

This information is completely confidential and anonymous. Your personal information will not be passed on to anyone and your personal details will not be reported alongside your responses.

Q40.

Are you, or someone in your household, getting a Council Tax Reduction at this time?

Yes No Don't know/Not sure

Q41.

What is your sex?

Male Female Prefer not to say

Q42.

Age

18-24 25-34 35-44 45-54 55-64 65-74 75-84 85+ Prefer not to say

Q43.

Disability: Are your day to day activities limited because of a health problem or disability which has lasted, or is expected to last, at least 12 months?

Yes No Don't know/Not sure Prefer not to say

Q44.

Ethnic Origin: What is your ethnic group?

Prefer not to say

White

British Irish Gypsy or Irish Traveller Any other White background

Mixed/Multiple ethnic groups

White & Black African White & Black Caribbean White & Asian Any other multi mixed background

Asian or Asian British

Pakistani Indian Bangladeshi Chinese Any other Asian background

Black/African/Caribbean/Black British

African Caribbean Any other Black background

Other Ethnic Group

Arab Other - please specify below:

Next steps....

Thank you for completing the questionnaire.

You may submit further evidence, ideas or comments by email to: @peterborough.gov.uk

The consultation closes on 13 January 2019.

We will listen carefully to what residents tell us and take the responses into consideration when making a final decision on the 2019/20 scheme.

Following the decision, the full results from the consultation will be available on the Council's website.

The new scheme will start on **1 April 2019**. The Council will consider the impact of the scheme annually and consult again if it thinks further changes need to be made.

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Equality Impact Assessment: Capability - Performance Policy

Initial assessment

What are the proposed outcomes of the policy?

The proposal is to amend the current Council Tax Reduction scheme for working age applicants.

The Council's need to change the scheme are two-fold namely:

1. To provide savings to the Council; and
2. To make administrative savings due the roll out of Universal Credit within the City.

The changes can **only** be made to the working age Council Tax Reduction scheme.

Pension age applicants are protected under Central Government's Prescribed Scheme.

Which individuals or groups are most likely to be affected?

Working Age applicants

Now consider whether any of the following groups will be disproportionately affected:

Equality Group	Note any positive or negative effects
Particular age groups	<p>Working age – negative effects. In most cases, working age applicants will receive less Council Tax Reduction.</p> <p>Pension Age – neutral. There will be no effect to pension age applicants who receive support under the Central Government Prescribed Scheme.</p>
Disabled people	All working age applicants will be affected. Disability per se will not lead to a reduction in support.
Married couples or those entered into a civil partnership	<p>All working age applicants will be affected. Marriages or Partnerships per se will not lead to a reduction in support.</p> <p>Larger families may be affected by a number of the options for change.</p>
Pregnant women or women on maternity leave	<p>All working age applicants will be affected. Pregnancy or Maternity leave per se will not lead to a reduction in support.</p> <p>Larger families may be affected by a number of the</p>

	options for change.
Particular ethnic groups	All working age applicants will be affected. Ethnicity per se will not lead to a reduction in support
Those of a particular religion or who hold a particular belief	All working age applicants will be affected. Religion or belief has no effect on level of support
Male/Female	All working age applicants will be affected. There are no specific changes in relation to gender although further analysis will be undertaken when the public consultation is completed to establish whether the changes (especially those relating to families) affect a particular gender.
Those proposing to undergo, currently undergoing or who have undergone gender reassignment	All working age applicants will be affected. Gender reassignment per se does not affect the level of reduction.
Sexual orientation	All working age applicants will be affected. Sexual Orientation per se does not affect the level of reduction.

What information is available to help you understand the effect this will have on the groups identified above?

Who will be the beneficiaries of the policy?

All working age applicants will be affected. The Council will continue to assist low income working age applicants with their Council Tax.

Has the policy been explained to those it might affect directly or indirectly?

A full public consultation will be undertaken in line with the statutory requirements. Consultation will also be undertaken with Major Precepting Authorities.

Can any differences be justified as appropriate or necessary?

All proposed changes, if agreed, will be implemented from 1st April 2019.
The Council needs to make savings from the scheme and will look to take into account the views of the Public and Major Precepting authorities.

Are any remedial actions required?

The Council currently maintains, and will continue to maintain, an Exceptional Hardship Scheme.
All working age applicants can apply for additional support. Each case will be considered on an individual basis taking into account their income and essential expenditure.
Where exceptional hardship is determined support may be provided to 100% of the Council Tax payable.

Once implemented, how will you monitor the actual impact?

Monthly monitoring will be undertaken

Policy review date	11/03/2020
Assessment completed by	Suzanne Jones
Date Initial EqIA completed	14/11/2018
Signed by Head of Service	Peter Carpenter

CABINET	AGENDA ITEM No. 6
17 December 2018	PUBLIC REPORT

Cabinet Member(s) responsible:	Cllr David Seaton, Cabinet Member for Resources	
Contact Officer(s):	Peter Carpenter, Acting Corporate Director Resources	Tel. 452520

COUNCIL TAXBASE 2019/20 AND COLLECTION FUND DECLARATION 2018/19

R E C O M M E N D A T I O N S	
FROM : Corporate Director Resources	Deadline date : 30 November 2018
Cabinet is requested to:	
<ol style="list-style-type: none"> 1. Propose the calculation of the Council Tax Base for 2019/20 set at a level of 57,555.25 Band D equivalent properties based on the existing council tax support scheme of 30%; 2. Note the estimated position on the Collection Fund in respect of Council Tax as at 31 March 2019 being: <p style="text-align: center;">£0.243m surplus</p> 3. Note the estimated position on the Collection Fund in respect of Business Rates as at 31 March 2019 being: <p style="text-align: center;">£0.524m surplus</p> 4. Delegate to the Acting Corporate Director Resources authority for approving the final estimated position on the collection fund balance as at 31st March 2019 for both council tax and business rates. 	

1. ORIGIN OF REPORT

- 1.1 This report forms part of the preparation for setting the council's budget. It needs to be considered so that figures for the tax base and the Collection Fund balances for both council tax and business rates can be used in setting the council's overall budget and Council Tax and can be notified to other affected authorities within the statutory deadlines for the same purpose.

2. PURPOSE AND REASON FOR REPORT

- 2.1 This report is before Cabinet to consider under its delegated function No 3.2.7. 'to be responsible for the council's overall budget and determine action required to ensure that the overall budget remains within the total cash limit'.

3. TIMESCALE

Is this a Major Policy Item/Statutory Plan?	Yes (Part of budget setting)	If Yes, date for relevant Cabinet Meeting	17 November 2018
Date for relevant Council Meeting	23 January 2019	Date for submission to Government department	31 January 2019 and 13 March 2019

4. INFORMATION RELEVANT TO DECISIONS REQUIRED

Council Tax Base Calculation 2019/20 (Annex A)

- 4.1 The Council Tax Base calculation is part of the budget process. The gross tax base for 2019/20 is estimated at 64397.42 Band D equivalents. This is reduced by 1.5% to allow any in year variation from the estimates (e.g. for properties not being built or occupied, additional discounts being available or for losses on collection), to give a net council tax base of 63,435.83, which is 1.5% more than the equivalent tax base for 2018/19 of 62,479.47.
- 4.2 A further reduction to the taxbase to reflect the changes to the funding of council tax benefits which came into effect for the first time in 2013/14 is necessary. The proposed tax base for 2019/20 has therefore reduced to 57,555.25 which compares to 56,259.29 for 2018/19 based upon the existing 30% scheme.
- 4.3 The figure of 57,555.25 Band D equivalents reflects the best estimate, based on the latest factual position on the current council tax support scheme of 30%.

Collection Fund

- 4.4 The collection fund is split into two sections; in respect of council tax and business rates and has separate calculations of the surplus/deficit at the year end. This is because prior to 2013/14 the total amount of business rates was transferred to the government whereas under the new system it is shared between the Council, the Fire Authority and the Government.
- 4.5 The collection fund as at 31 March 2019 in respect of council tax has been estimated to be in surplus by £0.243m from residential property growth and impact of measures following the localisation of council tax support from 2013/14 and therefore will be shared between the Council, the Police and the Fire authority in proportion to the band D council tax levels.
- 4.6 The collection fund surplus as at 31st March 2019 in respect of business rates has been estimated at £0.524m. The values are based on information as at 31st October and will be updated to December figures prior to submission of the National Non-Domestic Rates (NNDR1) form to be submitted to government by 31 January 2019. The NNDR1 form is used to inform the government and other relevant authorities of both the collection fund balance and the following year's business rate income. The surplus will be shared between the parties in the following proportions, Government 50%, Peterborough city council 49%, Cambridgeshire fire authority 1%.
- 4.7 Following the introduction of the new business rates system in April 2013 the Police and crime commissioner does not receive any business rates income but receives alternative funding directly from government.
- 4.8 The relevant share of both elements of the collection fund surplus/deficit calculation is used by each of the relevant bodies in setting its budget for the following year. The figures in this report are provided for information as the Acting Corporate Director of Resources will make the formal calculation for council tax on 15 January 2019 and notify the relevant bodies at that time and will return the final NNDR1 form by 31 January 2019.

5. CONSULTATION

- 5.1 Consultation is not required in making the calculations referred to in this report, however the council are in contact with the Police and Fire authority during the budget setting process.

6. ANTICIPATED OUTCOMES

- 6.1 That Cabinet proposes the calculation of the Council Tax Base, notes the position on the collection fund for both the Council Tax and Business Rates and delegates the final calculation of these balances to the Acting Corporate Director of Resources.

7. REASONS FOR RECOMMENDATIONS

- 7.1 The Council Tax Base could be set at a higher or lower level. However, this could have the effect of either inflating unnecessarily the amount of Council Tax to be set or setting the tax at a level insufficient to meet the Council's budget requirements. A similar position could arise if the surplus or deficit were set at a higher or lower level.
- 7.2 The calculation and return of the information included in the NNDR1 is a statutory requirement which can be formally delegated to an officer. As with council tax if the amount of business rates estimated to be collected is increased or reduced or the surplus or deficit is set at a higher or lower level then the amount of income available to the council will change with the consequent effect on service provision or council tax levels.

8. ALTERNATIVE OPTIONS CONSIDERED

- 8.1 This report covers calculations that are all prescribed by regulations with the effect that no other options need to be considered.

9. IMPLICATIONS

- 9.1 This report does not have any implications affecting legal, human rights act or human resource issues.

10. BACKGROUND DOCUMENTS

Used to prepare this report, in accordance with the Local Government (Access to Information) Act 1985):

Local Government Finance Act 1988

Local Government Finance Act 1992

Local authority (Funds) (England) Regulations 1992

Local Government Act 2003

The Local Authorities (Calculation of Council Tax Base) (Amendment) (England) Regulations 2012

The Council Tax (Prescribed Classes of Dwellings) (England) Regulations 2003.

Council Tax Banding List

The Non-Domestic Rating (Rates Retention) Regulations 2013

11. APPENDICES

Appendix 1 - Council Tax Base for Tax Setting Purposes 2019/20

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PETERBOROUGH CITY COUNCIL

COUNCIL TAX BASE FOR TAX SETTING PURPOSES 2019/20

Annex A

Parish Council	Number of Properties on Valuation List in Bands									TAXBASE		FINAL
	A	B	C	D	E	F	G	H	TOTAL	GROSS	NET	TAXBASE
Ailsworth	10	21	96	42	50	33	7	0	259	252.92	249.12	241.41
Bainton	9	8	9	28	22	19	37	1	133	157.69	155.33	152.98
Barnack	76	104	29	89	77	41	44	1	461	454.42	447.60	418.51
Bretton	3,956	663	298	285	197	136	19	1	5,555	3,773.77	3,717.16	3,230.97
Castor	53	104	31	58	47	47	36	18	394	391.44	385.57	362.18
City (non-parished)	23,924	14,973	10,062	4,382	1,593	615	270	16	55,835	40,209.97	39,606.82	35,517.28
Deeping Gate	1	22	32	49	47	42	16	0	209	225.57	222.18	215.04
Etton	4	18	8	13	2	8	5	0	58	56.06	55.21	53.34
Eye	794	428	578	258	137	43	13	0	2,251	1,723.34	1,697.49	1,542.52
Glinton	131	149	112	100	106	65	38	1	702	640.22	630.61	604.40
Hampton	495	1,136	909	1,400	829	90	14	2	4,875	4,202.69	4,139.65	3,895.06
Helpston	25	118	93	77	120	36	28	0	497	484.25	476.99	466.39
Marholm	1	20	9	13	13	10	10	1	77	79.08	77.90	75.77
Maxey	29	47	38	38	51	59	47	0	309	336.52	331.47	321.43
Newborough & Borough Fen	157	159	284	123	50	29	9	0	811	675.76	665.62	634.97
Northborough	39	179	154	84	71	43	12	1	583	521.16	513.34	495.57
Orton Longueville	2,344	1,307	513	348	223	109	77	3	4,924	3,581.64	3,527.91	3,168.12
Orton Waterville	1,726	848	742	588	601	245	77	2	4,829	3,881.78	3,823.55	3,557.33
Peakirk	17	22	33	43	22	32	10	0	179	180.42	177.71	174.19
Southorpe	2	0	6	11	13	14	14	1	61	77.08	75.92	75.92
St Martins Without	1	3	2	4	0	2	3	2	17	20.28	19.97	19.97
Sutton	0	1	0	6	7	22	14	2	52	71.82	70.75	70.16
Thorney	272	436	172	142	72	60	27	0	1,181	956.63	942.28	877.29
Thornhaugh	3	21	15	9	17	10	13	2	90	93.08	91.69	88.23
Ufford	16	4	7	8	18	34	25	3	115	137.34	135.28	131.61
Upton	0	14	0	4	2	3	2	0	25	24.06	23.69	22.92
Wansford	7	29	30	27	36	56	42	0	227	257.27	253.42	247.98
Wittering	784	248	66	32	5	6	4	4	1,149	752.35	745.43	718.13
Wothorpe	2	4	17	21	16	20	51	9	140	178.82	176.13	175.54
Totals	34,878	21,086	14,345	8,282	4,444	1,929	964	70	85,998	64,397.42	63,435.83	57,555.25
2018/19	34,743	20,866	13,997	7,903	4,411	1,918	947	70	84,855	63,426.54	62,479.47	56,259.29

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CABINET	AGENDA ITEM No. 7
17 DECEMBER 2018	PUBLIC REPORT

Cabinet Member(s) responsible:	Cllr David Seaton, Cabinet Member for Resources	
Contact Officer(s):	Peter Carpenter, Acting Director of Corporate Resources Kirsty Nutton, Head of Corporate Finance	Tel. 452520 Tel. 384590

BUDGET CONTROL REPORT OCTOBER 2018

RECOMMENDATIONS	
FROM: Corporate Director: Resources	Deadline date: N/A
<p>It is recommended that Cabinet notes:</p> <ol style="list-style-type: none"> 1. The Revenue Budgetary Control position for 2018/19 at October 2018 includes a £4.015m overspend position on the revenue budget. 2. The key variance analysis and explanations are contained in Appendix A. 3. The estimated reserves position for 2018/19 is outlined in Appendix B. 4. In year budget risks are highlighted in Appendix C. 5. The Asset Investment and Treasury Budget Report is contained in Appendix D. 	

1. ORIGIN OF REPORT

- 1.1 This report is submitted to Cabinet following discussion by the Corporate Management Team (CMT).

2. PURPOSE AND REASON FOR REPORT

- 2.1 This report provides Cabinet an update as at October 2018 of the Budgetary Control position.
- 2.2 This report is for Cabinet to consider under its Terms of Reference:

No. 3.2.1 *'To take collective responsibility for the delivery of all strategic Executive functions within the Council's Major Policy and Budget Framework and lead the Council's overall improvement programmes to deliver excellent services', and*

No. 3.2.5 *'To review and recommend to Council changes to the Council's Constitution, protocols and procedure rules'.*

3. TIMESCALES

Is this a Major Policy Item/Statutory Plan?	NO	If yes, date for Cabinet meeting	N/A
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4. OCTOBER 2018 BUDGETARY CONTROL - REVENUE

- 4.1 The revenue budget for 2018/19, agreed at Full Council on 7 March 2018, was approved at £147.456m.

Revised Budget 2018/19	£000
Approved Budget 2018/19	147,456
Use of Reserves per MTFS	4,231
Revised Budget 2018/19	151,687
Drawdown of reserves during 2018/19	1,103
Revised Budget at October 2018	152,790

- 4.2 The 2018/19 year-end outturn position, is currently forecast to be £4.015m over spent. This is based on reported departmental information as at the end of October 2018.
- 4.3 This has reduced by £0.895m (18%) in comparison to a £4.910m overspend position forecast at the end September 2018, which was reported to Cabinet on 19 November 2018. The main reasons for the improvement are outlined in the following table:

Key Movements between the Forecasts	£000
Previous month forecast	4,910
Additional interest income from extending a loan arrangement with Empower Community Management LLP in respect of solar installations	(396)
People and Communities- adults	254
Communities - non staffing underspend	(129)
Targeted Youth Support Service Employee costs	(62)
Education income	(70)
ICT underspend	(82)
Business Rates income	(300)
Other Variances	(110)
Current Month forecast	4,015

- 4.4 CMT have put plans in place to manage and scrutinise expenditure throughout the council, to mitigate the financial impact of the forecast overspend identified. There has been recent improvement in the position highlighting positive progress towards balancing the current year position.
- 4.5 The current overspend is largely isolated in one area, children's services, which was outlined in detail when reported at the Cabinet meeting on 23 July 2018, although there are a number of other key areas of overspend to be aware of. These are as follows:
- Demand within children's services £4.5m
 - Demand within adults services £0.8m
 - Peterborough Serco Strategic Partnership -Transformation costs, Business support and variable costs £2.0m
 - Amey contract extension £1.0m
 - Parking Services £0.5m
 - ICT £0.5m
 - Volumes within the Coroners service £0.2m

- 4.6 These pressures are currently being mitigated in part by the one-off use of capital receipts, generated from the sale of Council assets, and the reduced financing needs of a smaller capital programme. The move to a truly sustainable budget will require a reduction in the use of “One-off” savings, as by nature these are not repeatable.
- 4.7 The financial negotiations with Amey have now concluded regarding the costs of extending the contract to 1 February 2019. The additional estimated costs to the 1 February 2019 is £0.958m, these are included within the forecast position outlined in this report. A full report will come to Cabinet on 17 December which will set out the full business case and ongoing costs for delivering the services within this contract which will be delivered through a Local Authority Trading Company which will be 100% controlled by the Council.
- 4.8 The Ministry for Housing, Communities and Local Government (MHCLG) recently announced that an additional £240m would be made available to Local government to support adult social care services, helping to alleviate winter pressures placed on the NHS. This grant will be received within the current financial year, with Peterborough's allocation of the grant confirmed at £0.794m. This will be used to help mitigate the nursing pressures within the adults Independent Sector Placements (ISP) budget.
- 4.9 As announced in the Autumn Budget there is to be additional funding made available for highway authorities to tackle potholes, repair damaged roads and invest in keeping bridges open and safe. The Department for Transport (DfT) have allocated £1.535m of this funding to Peterborough City Council. The funding received is to be used for capital purposes and has to be used by 31 March 2019. The terms and conditions of this grant have not yet been received from the DfT, and they could stipulate this to be spent in addition to, and not replacing existing funding. Although it is thought any financial revenue benefit from this grant will be small, the grant will provide additional flexibility for the authority to invest in to keeping the roads safer and in better quality, hopefully reducing costs further down the line.
- 4.10 There has been a recent ruling that cash machines accessed externally on supermarkets and petrol stations should not be assessed separately for business rates. This is likely to have a large impact for Councils nationwide, and the impact of this for Peterborough is still being reviewed, however it is hoped that it will be covered within the provision that was previously created. The Valuation Office Agency (VOA) was refused leave to appeal but could still challenge the decision in the Supreme Court.
- 4.11 The summary budgetary control position is outlined in the following table:

	Budget 2018/19	Cont. from reserves	Revised Budget 2018/19	Forecast Spend 2018/19	Cont. to reserves	Forecast Variance 2018/19	Forecast Variance 2018/19	Previous Month Variance	Movement
Directorate	£000	£000	£000	£000	£000	£000	%	£000	£000
Chief Executives	1,583	55	1,638	1,567	0	(71)	-4%	(56)	(15)
Governance	4,654	111	4,765	4,984	0	219	5%	229	(10)
Growth & Regeneration	23,850	400	24,250	25,339	0	1,089	4%	1,078	11
People & Communities	84,459	339	84,798	88,915	0	4,117	5%	4,166	(49)
Public Health	(126)	198	72	72	0	0	0%	0	0
Resources	37,267	0	37,267	36,277	0	(990)	-3%	(458)	(532)
Total Expenditure	151,687	1,103	152,790	157,154	0	4,364	3%	4,959	(595)
Financing	(151,687)	(1,103)	(152,790)	(153,139)	0	(349)	0%	(49)	(300)
Contribution to Capacity reserve	0		0	0		0	0%	0	0
Net	0	0	0	4,015	0	4,015	3%	4,910	(895)

5. APPENDICES

5.1 Further information is provided in the following appendices:

- Appendix A – Detailed revenue budgetary control position and explanation of key variances and risks
- Appendix B – Reserves position
- Appendix C – Budget risk register
- Appendix D - Asset Investment and Treasury Budget Report

Appendix A – Detailed Revenue Budgetary Control position and explanation of key variances and risks

Chief Executives

	Budget 2018/19	Cont. from reserve	Revised Budget 2018/19	Forecast Spend 2018/19	Cont. to reserve	Forecast Variance 2018/19	Forecast Variance 2018/19	Previous Month Variance	Movement
Budget Group	£000	£000	£000	£000	£000	£000	%	£000	£000
Chief Executive	241	0	241	222	0	(19)	-8%	(19)	0
HR	1,342	55	1,397	1,345	0	(52)	-4%	(37)	(15)
Total Chief Executives	1,583	55	1,638	1,567	0	(71)	-4%	(56)	(15)

The Chief Executive's department is reporting a small staffing and supplies and services related underspend of £0.071m

Governance

	Budget 2018/19	Cont. from reserve	Revised Budget 2018/19	Forecast Spend 2018/19	Cont. to reserve	Forecast Variance 2018/19	Forecast Variance 2018/19	Previous Month Variance	Movement
Budget Group	£000	£000	£000	£000	£000	£000	%	£000	£000
Director of Governance	340	0	340	241	0	(99)	-29%	(52)	(47)
Legal Services	1,590	54	1,644	1,826	0	182	11%	158	24
Constitutional Services	2,053	0	2,053	2,041	0	(12)	-1%	(25)	13
Performance & Information	191	57	248	240	0	(8)	-3%	(8)	0
Coroners Service	480	0	480	636	0	156	33%	156	0
Total Governance	4,654	111	4,765	4,984	0	219	5%	229	(10)

Currently the Governance department is forecasting £0.219m overspend.

Legal Services

There is a forecast overspend of £0.182m within the legal team largely due to staffing costs as a result of increased workloads relating to Child Protection, General Data Protection Regulation (GDPR), Homelessness and a compensation payment.

Coroner Service

There is a forecast pressure of £0.156m within this area. The final 2017/18 costs were greater than expected and not fully recognised in that financial year. The forecast overspend in 2018/19 is due to backlog of referrals, budget pressures from additional staff hired, and a number of complex cases. The Council is awaiting further detail from Cambridgeshire County Council on the overspend and will be reported in due course, however this pressure is likely to continue into future years and a bid for investment is expected to be brought forward in Tranche 3 of the process.

Growth & Regeneration

	Budget 2018/19	Cont. from reserve	Revised Budget 2018/19	Forecast Spend 2018/19	Cont. to reserve	Forecast Variance 2018/19	Forecast Variance 2018/19	Previous Month Variance	Movem ent
Budget Group	£000	£000	£000	£000	£000	£000	%	£000	£000
Development and Construction	173	0	173	237	0	64	37%	74	(10)
Director, OP & JV	(67)	0	(67)	(47)	0	20	-30%	20	0
Peterborough Highway Services	9,147	0	9,147	9,044	0	(103)	-1%	(61)	(42)
Sustainable Growth Strategy	1,465	194	1,659	1,520	0	(139)	-8%	(113)	(26)
Waste, Cleansing and Open Spaces	12,266	0	12,266	12,463	0	197	2%	136	61
Westcombe Engineering	91	0	91	91	0	0	0%	0	0
Corporate Property	1,227	186	1,413	1,721	0	308	22%	309	(1)
Resilience & Health & Safety	249	0	249	208	0	(41)	-16%	(40)	(1)
City Centre Management	318	0	318	531	0	213	67%	197	16
Marketing & Communications	254	0	254	362	0	108	43%	94	14
Parking Services	(2,096)	0	(2,096)	(1,552)	0	544	-26%	543	1
Regulatory Services	670	20	690	564	0	(126)	-18%	(125)	(1)
Service Director Environment & Economy	153	0	153	197	0	44	29%	44	0
Total Growth and Regeneration	23,850	400	24,250	25,339	0	1,089	4%	1,078	11

Currently the Growth and Regeneration department is forecasting £1.089m overspend.

Peterborough Highway Services

Street lighting energy costs are budgeted to reduce as the Street Lighting LED Programme replaces the old lighting with more energy efficient units. However, the savings are taking longer to deliver than originally envisaged, and combined with energy price increases, this is leading to a forecast overspend of £0.148m.

Due to a high workload and agency staff covering vacant posts employee costs are forecast to overspend by £0.056m. However additional income of £0.151m has been generated which offsets this pressure.

Various small savings have been identified including Concessionary fares £0.055m and Transport Planning matching Combined Authority funding £0.074m. These are offset by Queensgate Bus Station rates £0.011m, staff recharges £0.021m, Network Management utility debtor invoices not paid £0.034m, others £0.012m.

Bus Services - applying BSOG funding to enhance and develop further existing services and reduced Voluntary Partnership Arrangement (Stagecoach) £0.105m

Sustainable Growth Strategy

Savings on employee costs £0.085m, additional income £0.125m, miscellaneous small pressures £0.071m.

Waste, Cleansing and Open Spaces

Income from electricity sales at the Energy from Waste facility is currently higher than budgeted, leading to a favourable forecast of £0.542m. This is due to the performance of the plant and the escalating energy prices which offsets the pressure that the council is seeing on the electricity that it buys. Final earnings for 2017/18 income at the Energy from Waste plant have also now been confirmed and this was higher than expected by £0.177m.

The new Household Recycling Centre is due to open early 2019, therefore the budgeted investment is not fully required in 2018/19 saving £0.120m. However there are costs of £0.060m relating to the existing site contract extension costs.

Materials Recycling Facility fees for legal advice and support for resolving contract issues, together with claims for waste contamination and increased fees are expected to cost an additional £0.350m creating a pressure.

The financial negotiations with Amey have now concluded regarding the costs of extending the contract to 1 February 2019. The additional costs to the 1 February is £0.958m, resulting in a forecast overspend on the budget. The Council also expects to receive a pension rebate due to lower contribution rates from the Amey contract. This is due to lower contribution rates payable when comparing the contract and actuarial review which results in a £0.519m favourable position offsetting a proportion of the additional costs.

Further overspends relate to the closure of the WEE facility being delayed £0.020m, an income shortfall of £0.66m for charging for bins where there are new properties, specialist pavement cleansing in the City Centre £0.032m and redundancy cost to deliver future savings.

Corporate Property

Sand Martin House income is forecast to be lower than originally anticipated. This is due to the nature of the listed buildings and the works required, commercial unit income and office sub-let income having been delayed or reduced, resulting in at £0.336m forecast overspend. There has been a saving of £0.128m on Sand Martin House rent as the occupancy date was later than anticipated. Revenue costs associated with the feasibility and abortive works for capital projects amounts to £0.100m. A budget will need to be established for this in future years.

City Centre Management

The level of income from market stalls and the pedestrian area will be £0.151m lower than budgeted as, although this brings a net income to the council, the target for this is currently unachievable. A promotional discount to bring in new stall-holders has resulted in five new traders, and the generation of income will continue to be closely monitored throughout the year. Other small pressures £0.062m.

Marketing & Communications

Underspends on employee costs of £0.076m, £0.030m design and print and £0.002m other minor underspends.

Parking Services

At present the forecast income is £0.355m lower than the budget for off street car parking, including staff car parking. This forecast is based on a reduction in current parking volumes and the additional multi-storey car park capacity which is not yet operating commercially. There is also a forecast pressure relating to the costs from National Non-Domestic Rates (Business Rates), security, cleaning, and Ringo (debit/credit card charges), which totals £0.189m.

Regulatory Services

Employee cost savings £0.126m.

People & Communities

	Budget 2018/19	Cont. from reserve	Revised Budget 2018/19	Forecast Spend 2018/19	Cont. to reserve	Forecast Variance 2018/19	Forecast Variance 2018/19	Previous Month Variance	Move ment
Budget Group	£000	£000	£000	£000	£000	£000	%	£000	£000
Adults	44,260	0	44,260	43,889	0	(371)	-1%	(625)	254
Commissioning & Commercial Operations	14,098	250	14,348	18,923	0	4,575	32%	4,575	0
Children's & Safeguarding	10,761	0	10,761	10,763	0	2	0%	(1)	3
Director	859	0	859	868	0	9	1%	10	(1)
Education	5,494	0	5,494	5,456	0	(38)	-1%	32	(70)
Communities	8,725	89	8,814	8,754	0	(60)	-1%	175	(235)
Dedicated Schools Grant	262	0	262	262	0	0	0%	0	0
Total People and Communities	84,459	339	84,798	88,915	0	4,117	5%	4,166	(49)

Further Breakdown in to the key service areas:

	Budget 2018/19	Cont. from reserve	Revised Budget 2018/19	Forecast Spend 2018/19	Cont. to reserv e	Forecast Variance 2018/19	Forecast Variance 2018/19	Previous Month Variance	Movem ent
Adults:	£000	£000	£000	£000	£000	£000	%	£000	£000
Independent Sector Placements	32,067	0	32,067	32,817	0	750	2%	750	0
Adult Social Care Teams	7,426	0	7,426	7,252	0	(174)	-2%	(190)	16
Block Contracts	6,352	0	6,352	6,255	0	(97)	-2%	(92)	(5)
Financing	(3,073)	0	(3,073)	(3,862)	0	(789)	26%	(1,047)	258
Home Service Delivery Model	1,488	0	1,488	1,427	0	(61)	-4%	(46)	(15)
Total Adults	44,260	0	44,260	43,889	0	(371)	-1%	(625)	254
Commissioning & Commercial Operations:									
Permanency Service	12,523	0	12,523	17,060	0	4,537	36%	4,537	0
Clare Lodge	(1,171)	250	(921)	(921)	0	0	0%	(1)	1

Commissioning & Commercial Operations - Other	2,746	0	2,746	2,784	0	38	1%	39	(1)
Total Commissioning & Commercial Operations	14,098	250	14,348	18,923	0	4,575	32%	4,575	0
Children's & Safeguarding:									
Children's Social Care	6,676	0	6,676	6,679	0	3	0%	3	0
Children's - Other	4,085	0	4,085	4,084	0	(1)	0%	(4)	3
Total Children's & Safeguarding	10,761	0	10,761	10,763	0	2	0%	(1)	3
Director:									
Director	2,137	0	2,137	2,146	0	9	0%	10	(1)
Department Savings target	(1,278)	0	(1,278)	(1,278)	0	0	0%	0	0
Total Director	859	0	859	868	0	9	1%	10	(1)
Education:									
Home To School & Childrens Social Care Transport	4,001	0	4,001	4,054	0	53	1%	12	41
School Improvement Traded Service	(937)	0	(937)	(937)	0	0	0%	0	0
Education - Other	2,430	0	2,430	2,339	0	(91)	-4%	20	(111)
Total Education	5,494	0	5,494	5,456	0	(38)	-1%	32	(70)
Communities:									
Housing	2,392	0	2,392	2,434	0	42	2%	52	(10)
Cultural Services	2,371	0	2,371	2,546	0	175	7%	215	(40)
Targeted Youth Support Service (TYSS)	1,622	0	1,622	1,468	0	(154)	-9%	(98)	(56)
Prevention Enforcement Service (PES)	552	11	563	499	0	(64)	-11%	(53)	(11)

Communities - Other	1,788	78	1,866	1,807	0	(59)	-3%	59	(118)
Total Communities	8,725	89	8,814	8,754	0	(60)	-1%	175	(235)
Dedicated Schools Grant	262	0	262	262	0	0	0%	0	0
Total People and Communities	84,459	339	84,798	88,915	0	4,117	5%	4,166	(49)

Adults- Independent Sector Placements

A pressure of £0.750m is reported in relation to Adults Placement costs. This relates to residential nursing packages (£0.651m adverse to date) and Transforming Care (£0.151k adverse to date). Additional Client and Health income is partially offsetting this pressure. This pressure is being mitigated with the use of the additional adult social care funding announced by MHCLG.

Adults- Adult Social Care Teams

Overall there is a £0.175m forecast underspend on all operational teams. Within this there are savings on staffing £0.129m, and miscellaneous other £0.056m, with an overspend on Occupational Therapy equipment £0.011m.

Adults- Block Contracts

There is currently a favourable variance in respect of the recovery of an £0.080m overpayment to an Extra Care provider. An overall underspend of £0.012m is forecast due to one off Direct Payments to Carers. Carer support is predominantly covered in Independent Sector Placements with services such as carers sitting services and respite. There is also an underspend of £0.005m relating to Older People meals service.

Adults- Financing

Projects have been delayed to mitigate overspends in other People and Communities budgets. This action was implemented earlier in the year and has been increased to cover further emerging pressures.

Adults- Home Services Delivery Model

There is a £0.032m underspend on vacant posts and £0.020m on commissioned surveyor work, other underspends are £0.009m.

Commissioning- Permanency Service (TACT)

The Council is forecasting to overspend by £4.537m within this area. This is the result of agreeing to pay TACT an additional £0.637m in relation to the financial year 2017/18 and £3.9m in relation to financial year 2018/19. An upwards trend in the number of children coming into care, and the mix of placement types used, is feeding into the forecast overspend position. Although TACT are using their specialist expertise to recruit foster parents and adoption placements, progress towards achieving a balanced placement mix is in transition meaning there are still a number of placements with high associated costs.

Clare Lodge

A reserve contribution of £0.250m has been agreed which offsets the forecast overspend arising from the delayed opening of the new High Dependency Unit. A significant risk exists around occupancy which is still based on 14.6 average occupancy. Current occupancy is 12.

Commissioning and Commercial Operations- Other

A £0.044m forecast overspend is reported against Play Centres, which is the result of a delay in the Community Asset Transfers. This is partially offset by other small underspends are £0.006m.

Children's Social Care

Staffing costs are forecast to underspend by £0.029m, Financial Assistance overspend £0.021m, and other overspends £0.011m. A risk exists around Financial Assistance and the use of Agency staff to cover substantive posts.

Director

It is assumed that all Department Savings targets will be achieved or will be offset by pipeline savings. There is a pressure of £0.014m due to staff regrading, and other small underspends £0.005m.

Education- Home to School and Children's Social Care Transport

An adverse variance of £0.017m is reported with regard to Passenger Transport Team staffing. Children Social Care transport is forecast to overspend by £0.036m. Further analysis has been requested to understand what is driving this increase e.g. more children transported, longer average journeys, etc. The commitment position against the Home to School Transport budget indicates a small underspend. There are a significant number of pending transport applications so a zero variance has been reported.

Education- Other

Employee costs are forecast to underspend by £0.028m. An adverse variance of £0.064m is reported in relation to the underachievement of income on School Academy conversions. This income target was introduced as a result of charging schools to recover a proportion of the cost the local authority incurred to administer the conversion. However, as the pace of schools converting has reduced against previous estimates this target is unlikely to be achieved. A reduction in business rates was also built in to the budget as a result of the relief academies receive for holding charitable status. As outlined in the funding section, NNDR (business rates) is showing a favourable position. A favourable variance of £0.017m is reported with regard to pre-98 pension strain costs. The Education Psychology Service is forecast to over achieve its traded income target by £0.046m. A favourable variance of £0.075m is reported in regard to School Attendance Fines along with other small overspends of £0.011m.

Communities- Housing

Housing is forecast to overspend by a total of £0.042m. Temporary Accommodation costs are forecast to overspend by £0.187m. This is offset by a projected underspend on staffing of £0.111m. Other budget headings are forecast to underspend by £0.034m.

Communities- Cultural Services

A savings target of £0.250m against the contract with Vivacity will not be achieved, although has been offset by other savings of £0.075m.

Communities- Targeted Youth Support Service (TYSS)

The TYSS is forecast to underspend by £0.154m, this relates to holding staff vacancies pending new service implementation. This comprises a forecast underspend of £0.194m on employee costs, offset by other pressures of £0.040m.

Communities- Prevention Enforcement Service (PES)

The PES is forecast to underspend by £0.064m. This comprises a £0.162m forecast underspend on staffing and an underspend of £0.089m against non-staffing budgets. There is also an under recovery of £0.187m in relation to income from Penalty Charge Notices, Fixed Penalty Notice & CCTV.

Communities – Other

There is a forecast overspend of £0.059m. This comprises a £0.028m adverse variance against non-staffing budgets offset by a £0.031m underspend on staffing.

Public Health

	Budget 2018/19	Cont. from reserve	Revised Budget 2018/19	Forecast Spend 2018/19	Cont. to reserve	Forecast Variance 2018/19	Forecast Variance 2018/19	Previous Month Variance	Movem ent
Budget Group	£000	£000	£000	£000	£000	£000	%	£000	£000
Children 0-5 Health Visitors	3,718	198	3,916	3,912	0	(4)	0%	0	(4)
Children 5-19 Health Programmes	879	0	879	879	0	0	0%	0	0
Sexual Health	1,830	0	1,830	1,883	0	53	3%	0	53
Substance Misuse	2,299	0	2,299	2,299	0	0	0%	0	0
Smoking and Tobacco	317	0	317	306	0	(11)	-3%	0	(11)
Miscellaneous Public Health Services	1,661	0	1,661	1,623	0	(38)	-2%	0	(38)
Public Health Grant	(10,905)	0	(10,905)	(10,905)	0	0	0%	0	0
Children 5-19 Healthy Schools Programme	65	0	65	65	0	0	0%	0	0
Healthy Peterborough	10	0	10	10	0	0	0%	0	0
Total Public Health	(126)	198	72	72	0	0	0%	0	0

Public Health savings are on track to be delivered.

Resources

	Budget 2018/19	Cont. from reserve	Revised Budget 2018/19	Forecast Spend 2018/19	Cont. to reserve	Forecast Variance 2018/19	Forecast Variance 2018/19	Previous Month Variance	Movem ent
Budget Group	£000	£000	£000	£000	£000	£000	%	£000	£000
Director's Office	112	0	112	200	0	88	79%	88	0
Financial Services	3,284	0	3,284	3,286	0	2	0%	50	(48)
Programme Management Office	139	0	139	124	0	(15)	-11%	(15)	0
Capital Financing	18,321	0	18,321	15,592	0	(2,729)	-15%	(2,729)	0
Corporate Items	4,954	0	4,954	4,918	0	(36)	-1%	(36)	0
Peterborough Serco Strategic Partnership	5,765	0	5,765	7,870	0	2,105	37%	2,105	0
ICT	5,302	0	5,302	5,807	0	505	10%	587	(82)
Energy	780	0	780	(108)	0	(888)	-114%	(492)	(396)
Cemeteries, Cremation & Registrars	(1,390)	0	(1,390)	(1,412)	0	(22)	2%	(16)	(6)
Total Resources	37,267	0	37,267	36,277	0	(990)	-3%	(458)	(532)

Capital Financing and Capital Receipts

The forecast underspend for Capital Financing is £2.729m as a result of the decision to apply additional capital receipts to offset the minimum revenue provision (MRP) in the 2018/19 financial year. In addition, the reprofiling of schemes, delays in the timing of capital expenditure and interest rates remaining lower than forecast in the MTFs for the beginning of the year, all contribute to the cost of new borrowing being forecast lower than originally budgeted. The forecast cost of raising new loans has been based on a capital programme of £118m, of which £73m is based on new borrowing as the timing of the Empower loan repayment is still to be determined. This is based on the capital programme as contained in the Tranche Two Cabinet report. It is still expected for this borrowing requirement to reduce in future months due to reprofiling of the capital programme to a more deliverable level of £100m, however exact details are to be confirmed and therefore has not been factored into the forecast outturn.

Peterborough Serco Strategic Partnership (PSSP)

The overspend forecast in this service is from a combination of three key areas. There is a £0.850m pressure due to the Annual Delivery Plan (ADP) and business transformation (strategic improvement core cost). All items on the ADP should be linked to funding streams as core funding was reduced to nil in last year's budget. This figure will reduce once these allocations are delivered. The following savings that were included in the 2018/19 MTFs, are currently not on track to be achieved.

- The £1m Serco variable spend saving. IT consumable and machine spend has been reduced from previous year's spend via a gatekeeping process. However, overall variable spend with Serco has not yet reduced, due to ongoing programmes of work. Whilst budgets are in place for these works, these are mainly one off, and it has not been possible to make the planned ongoing budget reduction of £1m. The pattern of spend will be kept under constant review

and the forecast outturn updated should a reduction in expenditure be experienced in the remaining months which will be used to inform the MTFS setting process.

- The Serco Business support saving of £0.100m.

These pressures are being reviewed to assess the future years MTFS implications. There is also a £0.155m pressure forecast in relation to the PSSP contract inflation budget being different to the assumption applied in the MTFS.

ICT

Savings that were expected to be generated through the implementation of a technology platform across Social Care (PeopleToo) is not now expected to be achieved as planned, creating a £0.137m pressure. The budgeted return on loans to partners to deliver this project has also not materialised as planned creating a £0.131m pressure through loss of interest receipt.

Savings targets in relation to Digital Roadmap project, including guaranteed resale income and also savings through decommissioning ICT Legacy systems and departmental efficiencies are not expected to be fully achieved, causing a £0.792m pressure.

There is a pressure against the core contract budget in 2018/19 due to one-off costs associated with new change controls being implemented £0.219m. However, a rebate received in year within the core contract budget, following a prior year change control notice reconciliation has offset the above pressures by £0.741m.

Energy

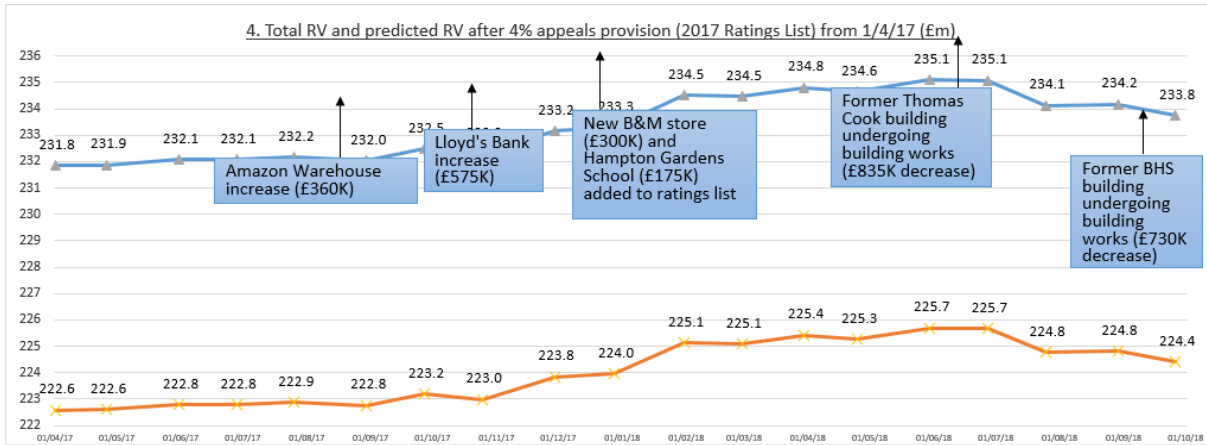
The Council has received additional interest income from extending a loan arrangement with Empower Community Management LLP in respect of solar installations.

Financing

The following table show how the Council's expenditure is funded via council tax, business rates, non-specific grants and use of reserves.

Budget Group	Budget 2018/19 £000	Cont. from reserves £000	Revised Budget 2018/19 £000	Forecast Spend 2018/19 £000	Cont. to reserves £000	Forecast Variance 2018/19 £000	Forecast Variance 2018/19 %	Previous Month Variance £000	Movement £000
Council Tax	(68,110)	0	(68,110)	(68,110)	0	0	0.00%	0	0
Council Tax - Adult Social Care precept	(5,328)	0	(5,328)	(5,328)	0	0	0.00%	0	0
NNDR Income	(45,465)	0	(45,465)	(45,814)	0	(349)	0.77%	(49)	(300)
NNDR Levy	216	0	216	216	0	0	0.00%	0	0
NNDR S31 grants	(3,128)	0	(3,128)	(3,128)	0	0	0.00%	0	0
NNDR Tariff	2,370	0	2,370	2,370	0	0	0.00%	0	0
Revenue Support Grant	(15,056)	0	(15,056)	(15,056)	0	0	0.00%	0	0
Parish Precept	(586)	0	(586)	(586)	0	0	0.00%	0	0
New Homes Bonus	(5,152)	0	(5,152)	(5,152)	0	0	0.00%	0	0
Section 31 Grant	(5,742)	0	(5,742)	(5,742)	0	0	0.00%	0	0
Contribution from/to Grant Equalisation Reserve	(4,231)	0	(4,231)	(4,231)	0	0	0.00%	0	0
Contribution from/to Reserves	0	(1,103)	(1,103)	(1,103)	0	0	0.00%	0	0
Contribution to Capacity Reserve	0	0	0	0	0	0	0.00%	0	0
Collection Fund - Council Tax	(1,188)	0	(1,188)	(1,188)	0	0	0.00%	0	0
Collection Fund - NDR	(287)	0	(287)	(287)	0	0	0.00%	0	0
Total Financing	(151,687)	(1,103)	(152,790)	(153,139)	0	(349)	0.23%	(49)	(300)

The following graph outlines the change in the Rateable Value of the properties and the key changes to the properties



Appendix B - Reserves

The Council's departmental reserves and the capacity building reserve are monitored throughout the year and feed into the budget setting process accordingly. The following table summarises the expected balance for all reserves for 2018/19 to 2021/22

Out of the total reserves balance only £11.3m is deemed available or uncommitted, due to restrictions placed on the remaining reserves.

Summary of Reserves	Balance Brought Forward 1.4.18	Cont. from reserves	Cont. to reserves	Movement between reserves	Forecast Balance 31.03.19	Forecast Balance 31.03.20	Forecast Balance 31.03.21
	£000	£000	£000	£000	£000	£000	£000
General Fund Balance	6,000	0	0	0	6,000	6,000	6,000
Available Reserves							
Capacity Building Reserve**	12,714	(12,718)	4,687	1,488	6,171	6,136	6,136
Grant Equalisation Reserve*	8,445	(4,231)	0	0	4,214	4,214	4,214
Development Equalisation Reserve	1,233	(1,233)	0	0	0	0	0
Departmental Reserves	5,197	(4,295)	0	0	902	902	902
Subtotal	27,589	(22,477)	4,687	1,488	11,287	11,252	11,252
Ring-Fenced Reserves							
Insurance Reserve***	4,936	0	0	(1,488)	3,448	3,448	3,448
Schools Capital Expenditure Reserve	1,208	0	0	0	1,208	1,208	1,208
Parish Council Burial Ground Reserve	51	0	0	0	51	51	51
Hackney Carriage Reserve	203	0	0	0	203	203	203
School Leases Reserve	243	(15)	0	0	228	178	178
Future Cities Reserve	240	(240)	0	0	0	0	0
Public Health Reserve	428	(198)	0	0	230	230	230
Subtotal	7,310	(453)	0	(1,488)	5,369	5,319	5,319
Total Available, Ring-Fenced reserves & General Fund Balance	40,899	(22,930)	4,687	0	22,656	22,571	22,571

* £4.2m drawn down per approved 2018/19 MTFS

** Capacity Building Reserve

- May be used to finance transformational costs associated with delivery of savings plans outlined in the 2019/20 – 2021/22 MTFS
- £4.4m of Capital receipts will be transferred to Capacity reserve during 2018/19.
- The forecast overspend in 2018/19 of £4.0m will be required to be funded from the Capacity reserve.

*** it should be noted that there has been a transfer of reserves from the Insurance reserve totalling £1.488m, following the actuarial review of the balances. This also includes an estimate for additional risk the council may be exposed to as a result of the Local Authority Trading Company (LATCo).

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Appendix C – Budget Risk Register

The following table highlights the risks which have been identified within the 2018/19 Budget

Dept	Risk	Description	Rag rating	£000	Preventative Management Action taken, or planned
Resources	PSSP Indexation	The indexation claim on PSSP contract is still under negotiation with Serco.	Red		Talks are still in progress and hope to have a better view of position and impact at end of next month
Resources	ADP resource plan	There are Business Transformation costs within the core PSSP contract that were assumed to be rechargeable as part the ADP resource plan. Some dispute over funding means this needs to be assessed and there is a risk of no funding built in to meet the current costs.	Red		Budget Manager working to gain an understanding the original position on what was in the core fee and what the ADP was designed to do, and then to compare that to what our costs are covering now, and ultimately where they should be funded from.
Resources	Saving - Serco Variable Spend reduction	No confirmed extraction for this saving. IT consumable and machine spend has been reduced from previous year's spend via a gatekeeping process. However, overall variable spend with Serco has not yet reduced, due to ongoing programmes of work. Whilst budgets are in place for these works, these are mainly one off, and it has not been possible to make the planned ongoing budget reduction of £1m	Red	1,000	IT consumable and machine spend has been reduced from previous year's spend via a gatekeeping process but appropriate budgets to allocate these savings against are still being identified
Resources	Saving - Business Transformation	No Notice of Change (NOC) in place for the achievement of this saving, which was a Serco led initiative leaving all Transformation spending to be funded on a project by project basis.	Red	225	
Resources	Saving - Shared and Integrated Services Programme (exc Finance)	No confirmed extraction for this saving	Red	155	
Resources	Saving - Business Support	No NOC in place for achievement of this saving	Red	100	
G&R	Corporate Property	Income for letting space at the Town Hall and Fletton Quays is not yet secured	Red		tbc

G&R	Parking Income	Further reduction in income - Staff parking with the move to Sandmartin House, impact of wider agile working, off and on street parking fees	Amber	0	tbc
Gov	Cost of Coroner Service	2018/19 contract costs - lack of clarity on costs charged by Cambridgeshire County Council	Amber	0	tbc
P&C	Independent Sector Providers (ISP)	Additional pressures on Nursing Residential, Delayed Transfer of Care (DTOC), Sleep In payments following Mencap court case and Transforming Care service users could increase the ISP overspend	Red	0	tbc
P&C	Homelessness	Demand led area. Should demand increase or mix between accommodation types changes, forecasts could alter	Amber	0	tbc
P&C	TACT placements	Demand led area. If placement mix changes or demand increases, only needs one or two cases to impact significantly	Amber	0	tbc
P&C	Traveller sites	Clearing of traveller sites	Red		tbc
P&C	Clare Lodge	Risk around loss of Income, & the cost of Agency Staff if recruitment and retention strategies are not successful	Amber		

Appendix D - Asset Investment and Treasury Budget Report as at October 2018

Introduction

The following report provides an update on the Council's Asset Investment Plan and the Treasury activity as at October 2018. It also provides an estimate of the borrowing requirement for 2018/19 to fund this plan.

Asset Investment Plan 2018/19

The revised Asset Investment Plan budget as at October 2018 is £105.6m, which includes £11.7m for Invest to Save (I2S) Schemes. The agreed investment as per the Medium Term Financial Plan (MTFS) was £158.7m. The movement between the MTFS position and the £181.3m as at April 2018 was a result of slippages mainly due to delays completing projects from 2017/18.

The actual investment expenditure as at October 2018 is £43.2m (70.1% of the revised budget to date). The latest forecast, as per Tranches 1 and 2, it is anticipated that the capital investment schemes will slip further by the end of the financial year, and therefore based on a programme of £100m the Council are expecting to spend a further £56.8m before March 2019.

The Council has a Capital Review Group (CRG) which meets monthly specifically to reduce the current investment expenditure budget to £100m and the future 5 years and monitor the expenditure.

The following table shows the breakdown of the Council's Asset Investment over the directorates and how this investment is to be financed.

Directorate	MTFS Budget £000	1st April Budget £000	Current Budget FY £000	Revised Budget YTD £000	Actual YTD £000
Governance	49	49	-	-	-
Growth & Regeneration	53,669	61,721	42,668	24,890	22,107
People & Communities	60,453	66,333	41,047	23,944	17,533
Resources	16,195	1,119	10,123	5,905	3,239
Invest to Save	28,350	52,065	11,728	6,841	290
TOTAL	158,716	181,287	105,566	61,580	43,169
Grants & Contributions	40,486	46,335	39,484	23,032	33,842
Capital Receipts – repayment of loans	1,000	1,000	1,000	1,000	1,000
Borrowing	117,230	133,952	65,082	37,548	8,327
TOTAL	158,716	181,287	105,566	61,580	43,169

Borrowing and Funding the Asset Investment Plan

It is a statutory duty for the Council to determine and keep under review the level of borrowing it considers to be affordable. The Council's approved Prudential Indicators (affordable, prudent and sustainable limits) are outlined in the Treasury Management Strategy approved as part of the MTFS. The Council borrows only to fund the Asset Investment Plan. The current plan assumes that 64.57% of the budgeted expenditure will be funded by borrowing.

The Council's total borrowing as at the end of October 2018 was £413.6m (see following table). The level of debt is measured against the Council's Authorised Limit for borrowing of £706.5m

which must not be exceeded and the Operational Boundary (maximum working capital borrowing indicator) of £659.7m. These limits are set to enable borrowing in advance of need to take advantage of favourable loan rates in consideration of future years capital investment programme.

Borrowings	Less than 1yr £000	1-2yrs £000	2-5yrs £000	5-10yrs £000	10+yrs £000	Total £000	Ave. Interest Rate %
PWLB	0	-	11,628	15,715	312,244	339,587	3.6
Local Authority	14,000	27,500	15,000	0	0	56,500	1.7
Market Loans	0	0	0	0	17,500	17,500	4.5
LEP Loan	0	0	0	0	0	-	-
Total Borrowing	14,000	27,500	26,128	15,715	329,744	413,587	3.4
% of total Borrowing	3%	7%	6%	4%	80%		
Borrowing Limit (PI)	40%	40%	80%	80%	100%		

The majority of the debt is taken on a 10+yr basis. The Corporate Director: Resources believes it to be prudent to take advantage of a relatively low long term fixed rate of interest as it mitigates some of the risk of PWLB rate rises. Long term interest rates remain relatively low e.g. the standard PWLB rate for 50yr loans including the certainty rate was 2.55% at end of October 2018. The historically low PWLB rates are a result of the investor fears and confidence creating an ebb and flow situation between favouring more risky assets i.e. equities, or the safe haven of bonds and have been fluctuating recently due to uncertainty over Brexit negotiations.

The following table shows the activity in Loans held by the Council for the year to date, with £16m of loans being repaid and £10m of new borrowing taken to fund the capital programme:

Loans Portfolio £000	
April 2018 b/f	419,587
repayment of loans to date	(16,000)
new loans in year	10,000
net increase/(decrease) to date	(6,000)
Loans portfolio as at October 2018	413,587

Total interest payable on existing loans for the year (£413.6m) is expected to be £13.9m.

The CRG is now reviewing the Council's £17.1m of S106 and Planning Obligation Implementation Scheme (POIS) funding at the monthly meetings. To date £8.7m has been earmarked for specific projects but more work needs to be done by the services to allocate the remaining funding to reduce the borrowing costs to the Council. CRG will invite the S106 Officer to the meeting to discuss current investment projects which may be able to use this funding to reduce this funding balance further.

Investments

The Council aims to achieve the optimum interest on investments commensurate with the proper levels of security and liquidity. In the current economic climate the Council considers it appropriate to keep investments short term to cover cashflow fluctuations. This financial year investment returns have been from Barclays (the Council's banking provider), CCLA Money Market funds, the Debt Management Office and Local Authorities.

As at October 2018 the Council's external investments totalled £5.2m and have yielded interest to date of £0.069m, which reflects both relatively the low cash balances held to minimise the cost of borrowing and low interest rates being available in the economic climate

Capital Receipts

Capital Receipts are used as part of a contribution to fund the Minimum Revenue Provision as approved in the MTFS. Close monitoring of the receipts from asset sales is maintained as any significant change will now have a direct impact on the revenue position.

Capital Receipts are monitored on a monthly basis and each sale given a status of Red, Amber or Green to identify the likely receipt before March 2019. The MTFS includes a contribution of £2.9m Capital Receipts to fund the MRP, with the revised receipts figure including a further £6.7m rolled forward from uncompleted disposals in 2017/18.

Capital Receipts To Off Set Revenue MRP Charge RAG Status	MTFS Budget £000	Revised Budget £000	Received to Date £000	Not yet received £000
Green	-	7,981	2,599	5,382
Amber	2,922	4,590	-	4,590
Red	-	-	-	-
Total (not inc Investment Assets)	2,922	12,571	2,559	9,972
Investment Assets	-	-	-	-
Total Capital Receipts	2,922	12,571	2,599	9,972

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