



**Notice of a public meeting of
Executive**

To: Councillors Carr (Chair), Aspden (Vice-Chair), Ayre, Gillies, Lisle, Rawlings, Runciman and Waller

Date: Thursday 18 May 2017

Time: 5.30 pm

Venue: The George Hudson Board Room - 1st Floor West Offices (F045)

AGENDA

Notice to Members – Post Decision Calling In:

Members are reminded that, should they wish to call in any item* on this agenda, notice must be given to Democracy Support Group by **4:00 pm on Monday 22 May 2017**.

*With the exception of matters that have been the subject of a previous call in, require Full Council approval or are urgent which are not subject to the call-in provisions. Any called in items will be considered by the Corporate and Scrutiny Management Policy and Scrutiny Committee.

1. Declarations of Interest

At this point, Members are asked to declare:

- any personal interests not included on the Register of Interests
- any prejudicial interests or
- any disclosable pecuniary interests

which they may have in respect of business on this agenda.

2. **Exclusion of Press and Public**

To consider the exclusion of the press and public from the meeting during consideration of the following item:

Annex 2 to Agenda Item 10 (Park & Ride Operator Procurement) on the grounds that they contain information relating to the financial or business affairs of any particular person (including the authority holding that information). This information is classed as exempt under paragraph 3 of Schedule 12A to Section 100A of the Local Government Act 1972 (as revised by The Local Government (Access to Information) (Variation) Order 2006).

3. **Minutes** (Pages 1 - 8)

To approve and sign the minutes of the last Executive meeting held on 27 April 2017.

4. **Public Participation**

At this point in the meeting members of the public who have registered to speak can do so. The deadline for registering is **5.00pm on Wednesday 17 May 2017**. Members of the public can speak on agenda items or matters within the remit of the committee.

To register to speak please contact the Executive Support Officer for the meeting, on the details at the foot of the agenda.

Filming, Recording or Webcasting Meetings

“Please note this meeting will be filmed and webcast and that includes any registered public speakers, who have given their permission. This broadcast can be viewed at <http://www.york.gov.uk/webcasts>.

Residents are welcome to photograph, film or record Councillors and Officers at all meetings open to the press and public. This includes the use of social media reporting, i.e. tweeting. Anyone wishing to film, record or take photos at any public meeting should contact the Democracy Officer (whose contact details are at the foot of this agenda) in advance of the meeting.

The Council’s protocol on Webcasting, Filming & Recording of Meetings ensures that these practices are carried out in a manner both respectful to the conduct of the meeting and all those present. It can be viewed at

http://www.york.gov.uk/download/downloads/id/11406/protocol_for_webcasting_filming_and_recording_of_council_meetings_20160809.pdf

- 5. Forward Plan** (Pages 9 - 12)
To receive details of those items that are listed on the Forward Plan for the next two Executive meetings.
- 6. Science City York** (Pages 13 - 16)
The Assistant Director (Communities and the Equalities) to present a report which has been referred to the Executive from the Shareholder Committee. It proposes that the Council take the necessary steps to enable the remaining Science City York funding to transfer to Make It York so that the funding can be used for its intended purpose.
- 7. Highways Funding Overview** (Pages 17 - 30)
The Corporate Director of Economy & Place and the Flood Risk Manager to present a report which sets out a number of highway and transportation improvement schemes as well as details of the wider capital funding sources that are being accessed, the schemes that they are funding and the outcomes that will be achieved.
- 8. Budget 2017 Discretionary Rate Relief Policy & Enterprise Zone Policy** (Pages 31 - 54)
The Assistant Director, Customer Services & Digital and the Head of Customer, Resident & Exchequer Services to present a report which provides details of the new policy for discretionary rate relief arising from the Spring Budget 2017.
- 9. Shared Ownership Affordable Housing Programme** (Pages 55 - 74)
The Assistant Director for Housing & Community Safety and the Housing Development Co-ordinator to present a report which outlines the capital grant funding awarded to the Council under the Government's Shared Ownership and Affordable Homes Programme, administered through the Homes and Communities Agency.
- 10. Park & Ride Operator Procurement** (Pages 75 - 192)
The Corporate Director of Economy & Place and the Sustainable Transport Manager to present a report which provides details of the result of the evaluation of the tenders received for the provision of the Park & Ride bus service. Annex 2a of the report outlines the reasons for the confidential annex.

11. Urgent Business

Any other business which the Chair considers urgent under the Local Government Act 1972.

Executive Support Officer:

Name: Carol Tague

Contact details:

- Telephone – (01904) 552094
- E-mail – carol.tague@york.gov.uk

For more information about any of the following please contact the Democratic Services Officer responsible for servicing this meeting:

- Registering to speak
- Business of the meeting
- Any special arrangements
- Copies of reports and
- For receiving reports in other formats

Contact details are set out above.

This information can be provided in your own language.

我們也用您們的語言提供這個信息 (Cantonese)

এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali)

Ta informacja może być dostarczona w twoim własnym języku. (Polish)

Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)

یہ معلومات آپ کی اپنی زبان (بولی) میں بھی مہیا کی جاسکتی ہیں۔ (Urdu)

 (01904) 551550

City of York Council

Committee Minutes

Meeting	Executive
Date	27 April 2017
Present	Councillors Carr (Chair), Aspden (Vice-Chair), Ayre, Gillies, Lisle, Runciman and Waller
Other Members participating in the meeting	Councillors D'Agorne and Looker
Apologies	Councillors Rawlings

142. Declarations of Interest

Members were asked to declare, at this point in the meeting, any personal interests, not included on the Register of Interests, or any prejudicial or disclosable pecuniary interests they may have in respect of business on the agenda. No additional interests were declared.

143. Minutes

Resolved: That the minutes of the last Executive meeting held on 16 March 2017 be approved and then signed by the Chair as a correct record.

144. Public Participation

It was reported that there had been two registrations to speak at the meeting under the Council's Public Participation Scheme. The registrations were in respect of the following items:

Proposed Long Term Lease – Tang Hall Community Centre

Graham Hutchinson spoke in support of the granting of a long term lease of the Centre to the Trustees of Tang Hall Community Centre. He confirmed that the Trustees had a good Management Board and business model and stated that a 30 year lease would allow them to access additional funding sources to support work in the local community.

CYC Customer Transport – Future Options and Approaches

Andrew Mortimer spoke as a carer of one of the service users affected by the changes proposed to the Council's customer transport service. He acknowledged the pressures on Council services however; he raised concern that continuation of the current arrangements had not been put forward as an option for consideration in the report. He also raised concerns that no consultation had been undertaken with carers and requested Members to consider the other options, prior to making a decision, or if time did not allow approve option 2.

145. Forward Plan

Members received and noted details of the items that were on the Forward Plan for the next two Executive meetings, at the time the agenda had been published.

146. Licensing of Sex Establishments - Licensing Policy

Members considered a report which sought the formal adoption of the new Licensing Policy which related to the licensing of sex establishments. It advised of the consultations undertaken, and the amendments made to the draft policy following the consultation.

Officers presented the report, confirming that there was no statutory requirement for local authorities to set policies in relation to the licensing of sex establishments, however it was considered best practice to bring transparency, accountability, consistency and the promotion of good standards.

Members thanked Officers for their work on the policy, in particular for work with partners and the consultation undertaken.

Consideration was then given to
Option 1 – approve and adopt the revised Licensing Policy (incorporating standard conditions) at Annex 2 to the report. Prior to their approval of the Licensing Policy the Gambling, Licensing & Regulatory Committee had taken into consideration the responses received to the public consultation.

Option 2 – make further minor amendments and editing changes to the revised Licensing Policy at Annex 2 to the

report which did not alter the substance of the document prior to approval and adoption.

Resolved: That the Executive approves Option 1 of the report and adopts a revised Licensing Policy relating to the licensing of sex establishments.¹

Reason: This will allow the Council to implement a more robust Licensing Policy and conditions relating to the licensing of sex establishments.

Action Required

1. Implement Policy.

LC

147. Proposed Long Term Lease - Tang Hall Community Centre

Members considered a report which sought Member approval to grant the lease of Tang Hall Community Centre to the Trustees of Tang Hall Community Centre (TTHCC) for a Term of 30 years at a peppercorn rent.

Officers reported on the work undertaken with the Trustees over the last 4 years, including support provided to enable the trustees to make an informed decision on the asset transfer. They confirmed that the Centre had a strong management board and business plan with a proven track record of obtaining funding.

Members expressed their support for the transfer and their thanks to Councillor Funnell for her commitment to the project.

Resolved: That the Executive agree to the letting of the Tang Hall Community Centre to the Trustees of Tang Hall Community Centre for a Term of 30 years, at a peppercorn rent, in accordance with the general conditions set out in the Council's Community Asset Transfer Policy.¹

Reason: To ensure the sustainable future use of a community facility and transfer maintenance and repair responsibilities to the trustees.

Action Required

1. Grant a lease to the Trustees on the terms stated in the report.

TB, AL

148. Sale of 29 Castlegate, York

Members considered a report which set out options for the future disposal of the property at 29 Castlegate.

Officers confirmed that there was no ongoing Council need for the Castlegate property, following the relocation of the Connexions youth service to Sycamore House. They also reported on an approach from the York Conservation Trust (YCT) to purchase the freehold of the property for a sum 25% lower than the independent valuation figure, which would enable the Trust to extend and improve Fairfax House, to provide benefits to both the public and the economy.

Officers updated on the financial implications in the report, in particular, reporting that confirmation had been received that the sale of the property would no longer require notification of approval by the EU Commission. In answer to questions raised Officers also updated on the delays in the reconfiguration of Sycamore House for use by the youth service.

Following further discussion Member considered the following options:

1. Sell the property to the York Conservation Trust for £431,250 on the terms as set out in the report
2. Refuse the sale to York Conservation Trust at the discounted figure and sell on the open market once CYC had moved out

Members suggested the insertion of a clause in the sale contract to protect the future interests of the Council should the proposed Fairfax House scheme not go ahead and the property is subsequently sold.

Resolved: That the Executive agrees:

- (i) The disposal of the freehold of 29 Castlegate to York Conservation Trust for £431,250;
- (ii) To delegate to the Director of Economy and Place, in consultation with the Executive Member for Finance and Performance, to agree the final terms of sale that provide adequate safeguards/controls to the Council to protect the councils interests in the eventuality

of the Fairfax House scheme not going ahead and the property is subsequently sold¹.

Reason: To obtain a substantial capital receipt and also considerable social value in enabling disabled access to and the development of an improved leisure and historic attraction in conjunction with the adjoining Fairfax House.

Action Required

1. Dispose of the freehold and note delegation to Director and Executive Member to agree final terms of sale.

PC

149. CYC Customer Transport - Future Options and Approaches

Members considered a report which set out options available for the delivery of an efficient sustainable transportation model for adult social care customers (aligned with the principles of independence, choice and control as set out in the Care Act 2014).

Officers reported on the options considered and confirmed that the recommended personalised option offered a direct payment to adult customers to enable them to make their own transport arrangements, whilst also providing the flexibility that was required. They confirmed that the proposals adopted the same approach as had been applied to the children's transport service.

It was noted that support would also be provided, via a dedicated project manager, to support vulnerable customers on a one to one basis to adapt to the new personalised model.

Members highlighted the additional needs of vulnerable customers who were reliant on the existing transport arrangements and, in particular, their carers who also required additional support.

Consideration was given to the following options:

- 1: personal budget approach
- 2: approach the market to deliver adult's transport
- 3: in-house approach
- 4: continuation of existing arrangements

Resolved: That the Executive approves:

- a) Option 1 within the report – the personalised approach for customer transport;
- b) The eligibility criteria for access to transport services (as set out in Section 7.2) of the report;^{1.}
- c) The closure of the CYC Fleet Transport Service by March 2020;^{2.}
- d) The establishment of a Transport Service User and Carer Forum to help manage the transitional arrangements and ensure all views are listened to and taken into account as the process evolves over the next 2 to 3 years.^{3.}

Reason: To deliver a sustainable, integrated transportation model which empowers adult customers to exercise independence, choice and control over their transport arrangements (in line with the principles of the Care Act 2014).

Action Required

- 1. Implement Option 1 for the delivery of the customer transport service in accordance with the agreed eligibility criteria. AG
- 2. Implement closure of the fleet transport service by March 2010. AG
- 3. Establish a Transport Service User and Carer Forum to manage the transitional arrangements. AG

150. Local-Area Based Financial Inclusion

Members considered a report which outlined plans for the delivery of a new local-area based financial inclusion project (4Community Growth York) to be carried out over 2 years as part of the York Financial Assistance Scheme.

Officers confirmed details of the proposals to target funds to run multi agency financial inclusion projects within the Westfield, Clifton, Guildhall, Heworth, and Hull Road Wards.

Cllr Aspden confirmed that this project fell within his Deputy Leader, Economic Development & Community Engagement

portfolio with progress being reported through the Financial Inclusion Steering Group. He expressed his support for the work which would replicate work already undertaken and be judged on the outcomes.

Following discussion it was

Resolved: That the Executive agrees:

- a) The implementation of the 4CommunityGrowthYork – Local area-based financial inclusion project as outlined in paragraphs 7 – 20 of the report.
- b) That the multiagency 4CommunityGrowthYork Local Action Group be supported.
- c) The use of a Social Return on Investment measurement tool for the duration of the project, in order to measure impact and social value for every £ invested and to support funding decisions.¹

Reason: In order to support people in the identified communities to realise their potential and encourage financial stability and self reliance.

Action Required

1. Implement the financial inclusion project as outlined in the report.

MS

Cllr D Carr, Chair

[The meeting started at 5.30 pm and finished at 6.55 pm].

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Forward Plan: Executive Meeting: 18 May 2017

Table 1: Items Scheduled on the Forward Plan for the Executive Meeting on 29 June 2017

Title and Description	Author	Portfolio Holder
<p>Finance & Performance Outturn Purpose of Report: To provide members with the year end position on both finance and performance. Executive are asked to note the outturn.</p>	Debbie Mitchell	Executive Leader (incorporating Finance & Performance)
<p>Treasury Management Annual Report & Review of Prudential Indicators Purpose of Report: To provide the annual treasury management review of activities and the actual prudential and treasury indicators. Executive are asked to note the issues and approve any adjustments as required to the prudential indicators or strategy.</p>	Debbie Mitchell	Executive Leader (incorporating Finance & Performance)
<p>Capital Programme Outturn Purpose of Report: To provide members with the outturn position on the capital programme. Executive are asked to note the outturn and recommend to full Council any changes as appropriate.</p>	Emma Audrain	Executive Leader (incorporating Finance & Performance)

Table 1: Items Scheduled on the Forward Plan for the Executive Meeting on 29 June 2017 (continued)

Title and Description	Author	Portfolio Holder
<p>Community Flood Resilience Work Purpose of Report: In response to the Independent Flood Enquiry the Executive agreed on 9 February 2017: (i) that further work be carried out to identify wider actions to deliver the agreed recommendations of the report; (ii) that funding be allocated to deliver the agreed recommendations; and (iii) that a further report be brought back. This paper reports back on that further work.</p> <p>Executive will be asked to agree a range of measures with respect to flood resilience.</p>	Charlie Croft	Executive Member for Environment
<p>York Central Update and Partnership Agreement Purpose of report: To provide Executive with an update on progress of the York Central Project and to set our Heads of Terms for a legal partnership agreement between York Central Partners which will enable progress with the delivery of the project.</p> <p>Executive will be asked to agree to commit to the Heads of Terms for a partnership agreement with Network Rail and the Homes and Communities Agency and for a detailed partnership agreement to be drafted prior to the final business case being delivered in Autumn 2017.</p>	Tracey Carter	Deputy Leader, Economic Development & Community Engagement

Table 2: Items scheduled on the Forward Plan for the Executive Meeting on 13 July 2017

Title and Description	Author	Portfolio Holder
<p>Future Management of Allotments Purpose of Report: Report on the future management of allotments by way of a Charitable Incorporated Organisation, which will take on the letting and management of 1,250 allotment plots spread over 18 sites.</p> <p>Executive will be asked to approve the letting of 18 allotment sites to the Trustees of the Charitable Incorporated Organisation.</p>	<p>Tim Bradley / Dave Meigh</p>	<p>Executive Member for Culture, Leisure & Tourism</p>

Table 3: Items Slipped on the Forward Plan

Title & Description	Author	Portfolio Holder	Original Date	Revised Date	Reason for Slippage
<p>Future Management of Allotments Purpose of Report: Report on the future management of allotments by way of a Charitable Incorporated Organisation, which will take on the letting and management of 1,250 allotment plots spread over 18 sites.</p> <p>Executive will be asked to approve the letting of 18 allotment sites to the Trustees of the Charitable Incorporated Organisation.</p>	Tim Bradley / Dave Meigh	Executive Member for Culture, Leisure & Tourism	29/06/17	13/07/16	Further work is required to develop the business case in line with Council's procedures.
<p>Events Strategy Purpose of Report: The report proposes an approach to developing key events in the city.</p> <p>Executive will be asked to approve the strategy and use of appropriate business rates pool funding to support it.</p>	Charlie Croft	Executive Member for Culture, Leisure & Tourism	18/05/17	28/09/17	The decision date has been deferred from 18 May to 28 September 2017 to allow further time to develop the strategy in light of the current scrutiny review of the Council's role in culture.



Executive

18 May 2017

**Report of the Assistant Director (Communities and Equalities)
Portfolio of the Executive Member for Transport & Planning**

Science City York: Transfer of Residual Funds

Summary

1. This report is referred to the Executive from the Shareholder Committee. It proposes that the Council take the necessary steps to enable the remaining Science City York (SCY) funding to transfer to Make It York so that the funding can be used for its intended purpose.

Recommendations

2. The Executive is asked to accept the recommendation of the Shareholder Committee to agree to the Council withdrawing from membership of Science City York.

Reason: to facilitate the residual Science City Funds transferring to Make It York.

Background

3. When Make It York Limited (MIY) was set up in April 2015 the Council transferred the Science City brand, its assets (principally £228,842 in cash), and subsidiary trading company (SCY Enterprise Ltd) to MIY for £1. The services of Science City York are now provided by Make it York.
4. At the time of the transfer two contracts had not been signed off by DCLG. Reflecting this position, some cash assets were retained by CYC rather than being transferred. Since then, SCY has ceased trading, received audit clearance from DCLG, closed down a number of operational bank accounts and transferred all expenditure to MIY. The only company assets remaining are a bank account containing £44k and a small amount of Petty Cash.

It would now be appropriate to finalise the position on these remaining assets.

5. SCY's Memorandum of Association sets out what happens if the company is wound up:

Paragraph 7 of the Memorandum & Articles of SCY states:

If the company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property, it shall not be paid to or distributed among the members of the company, but shall be given or transferred to some other organisation having objects similar to the objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 4 above, chosen (in their absolute discretion) by the directors of the company at or before the time of dissolution and if that cannot be done then to some organisation having charitable objects which the directors (in their absolute discretion) shall approve.

Paragraph 4 states:

The income and property of the Company shall be applied solely towards the promotion of its objects...

Paragraph 3 lists the company objects:

- (a) *to promote the creation and growth of business and employment opportunities in technology and creative business sectors, working with other organisations as necessary;*
- (b) *to deliver business support to technology and creative based businesses including start-ups, early stage ventures, or established enterprises;*
- (c) *to support specialist business networks to promote a supportive business environment for technology and creative enterprises;*
- (d) *to support and deliver activities to ensure that the knowledge and skills of the workforce match employment opportunities and employment needs*

Way Forward

6. The Shareholder Committee, at its meeting on 20 March 2017, determined that the most appropriate way forward to achieve the

transfer of the remaining assets is to transfer the company, SCY, with the cash, to Make it York, since Make it York is wholly owned by the Council and is already carrying out SCY's functions. This will also transfer to MIY the responsibility to comply with the SCY's Memorandum & Articles.

Next Steps

7. To achieve the transfer, Make It York has submitted an application to the directors of Science City to admit Make It York as a member of the company. The directors of Science City have accepted the application at a board meeting. Following approval by the Executive, the Assistant Director of Legal and Governance or his authorised signatory will sign a resolution on behalf of the Council, as the current sole member of Science City York, to admit Make it York as sole member in the Council's place. This written resolution will have the same force as if it had been passed at a general meeting.

Council Plan

8. This initiative furthers the Council Plan priority of "A prosperous city for all", including a city where:
 - Local businesses can thrive
 - Residents have the opportunity to get good quality and well paid jobs

Implications

9. **Financial:** The remaining SCY assets amount to £44k.
10. There are no other implications.

Risk Management

11. In compliance with the Council's risk management strategy the main risks that have been identified associated with the proposals contained in this report are those which could lead to the inability to meet business objectives and to deliver services, leading to damage to the Council's reputation and failure to meet stakeholders' expectations. The level of risk is assessed as "Low". This is acceptable but means that regular monitoring is required of the operation of the new arrangements.

Contact Details

Author:		Chief Officer responsible:		
Charlie Croft Assistant Director (Communities and the Equalities)		Charlie Croft Assistant Director (Communities and Equalities)		
		Report Approved	✓	Date 28.3.17.
Specialist Implications Officers:				
Patrick Looker Finance Manager		Glen McCusker Deputy Head of Legal Services		
Wards Affected:				All ✓
For further information please contact the author of the report				

For further information please contact the author of the report

List of Abbreviations Used in this Report

SCY - Science City York

MIY - Make It York Limited

DCLG - Department for Communities and Local Government

Background papers:

Annexes: None



Executive

18 May 2017

**Report of the Corporate Director of Economy & Place
Portfolio of the Executive Member for Transport & Planning**

Highways Funding Overview

Summary

1. The Highways Maintenance and Transport teams within the Economy & Place Directorate are developing a variety of schemes for delivery in 2017/18 and beyond. The schemes will realise a wide range of benefits for the residents, businesses and visitors to the city.
2. Core capital funding from a range of sources including grants from the Department for Transport, Local Transport Plan (LTP) settlement, developer contributions, West Yorkshire Plus Transport Fund and the Council's own capital resources are approved and developed through the Decisions of the Executive Member for Transport and Planning and the Corporate Director of Economy & Place. This paper has been provided to the Executive to detail the wider capital funding sources that are being accessed, the schemes that they are funding and the outcomes that will be achieved, endorsement is sought for the schemes that are outlined in this paper.
3. The Background section of the paper reviews all of the funding sources. Annex 1 details the individual schemes, their source funding and the benefits that they will realise.

Recommendations

4. City of York Council continues to develop new and innovative ways to maintain and manage our highway network and transportation initiatives, a wide range of funding sources have been attracted to achieve these outcomes.

It is recommended that:

- i. The Executive approves the proposed allocation of funding as detailed in this paper and its annex.
- ii. To delegate to the appropriate Executive Members the implementation decisions as proposed in this report.
- iii. To delegate to the Corporate Director of Economy and Place to proceed with the schemes as outlined in this report.

Reason – To implement the councils transport policy identified in York's third Local Transport Plan, deliver innovative and effective approaches to highway asset management, grow the economy and provide wide ranging improvements to the built and natural environment across the city.

Background

5. The core revenue and capital funding of the Transport and Highways teams have been subject to the decisions of the Executive Member for Transport and Planning and the Corporate Director of Economy & Place, links can be found to the papers below:

Economy & Place Transport Capital Programme

<http://modgov.york.gov.uk/ieListDocuments.aspx?CIId=738&MIId=9483&Ver=4>

Economy & Place Highways Maintenance Programme

<http://modgov.york.gov.uk/ieDecisionDetails.aspx?ID=4888>

6. A range of additional City of York Council and external capital funds are available in 2017/18 for delivery of highway and transportation improvement schemes. Individual project governance and assurance measures will be carried out by lead officers for each scheme and detailed descriptions of the schemes and their outputs will be made available through the appropriate processes.
7. All schemes, their funding source and budgets are shown in annex 1, a description of the individual funding streams is detailed below.

8. **Lendal Bridge Reserve - £676k** - As indicated in the Council budget this reserve was set up for the cost of settling claims for repayment of Penalty Charge Notices in relation to the restrictions at Lendal Bridge and Coppergate. There are no further claims outstanding therefore the remaining **£676k** is available to fund one off investment initiatives. The Executive budget report in February indicated that the funding will include investigating options for cycling improvements and a cycle hire scheme, pothole repairs, and footway repairs. Indicative allocations for the proposed schemes to be funded from this reserve are identified in the table below. It is proposed that the schemes will be brought forward for a decision by the Executive Member for Transport and Planning following development of detailed options.

Lendal Bridge Reserve Proposed Scheme	Proposed Allocation (£,000)
<p>Cycle Hire Scheme Development of a potential cycle hire scheme with stakeholders from key destinations in the city such as the universities, hospital, station.</p>	50
<p>Business Cycle Scheme Support Match funding to support the provision of cycle parking at businesses across the city. Extension to an existing LTP funded scheme.</p>	50
<p>DfT Pothole Spotter Materials Trial Repair to additional potholes identified through the DfT Pothole Spotter trial including the provision of new materials and the trial of innovative repair methods to complement the trial. It is intended that these trials will include the whole highway network including cycle margins, footpaths and cycle ways ensuring that all road users benefit from the application of new technology.</p>	250

<p>DfT Challenge Fund Match Funding</p> <p>Match funding for the Challenge Fund bid for the maintenance and upgrade of the National Cycle Network Route 65 within the council boundary.</p>	100
<p>Increase Access Funding Programme for Sustainable Transport 2017-20</p> <p>Enhancement to the existing Access Fund programme – approx. £45k per year over the next 3 years. The first year will be concentrated on enhanced marketing of smart ticketing and the Park & Ride operation to maximise the use of these services. Future years will be allocated to supporting the public transport element of the Access Fund programme and continue the Better Bus Area enhanced management of bus services and traffic in the city.</p>	226

9. **National Productivity Investment Funding (NPIF) -£626k.** The Department for Transport announced a suite of funding on the 13th January 2017, £185m has been made available to Highways Authorities in 2017/18 to achieve at least one of the following goals:
- To ease congestion and provide upgrades on important national, regional or local routes
 - To unlock economic and job creation opportunities
 - To enable the delivery of vital new housing developments to meet the needs of a generation of would-be home owners
10. The £185m available in 2017/18 has been distributed to Highways Authority in accordance with the formula need process based on the extent and range of highways within each authority – City of York Council received £626k. The Corporate Director of Economy and Place approved an indicative programme of schemes subject to approval of the Executive to meet the DfT deadline of 31 March publication.
11. A further £490m of funding has recently been announced by the DfT for allocation through a competitive process with bids to be submitted by 30 June 2017. Details of proposed schemes are identified in the table below for implementation by the Corporate Director of Economy and Place.

National Productivity Investment Fund Proposed Scheme	Proposed Allocation (£,000)
<p>Extend and Accelerate Traffic Signals Asset Renewal Programme</p> <p>Extension of the existing LTP funded programme to upgrade at least a further 3 signalised junctions/crossings in 2017/18 to increase capacity, overcome a maintenance backlog and reduce ongoing revenue and disruption costs.</p>	300
<p>Increase Fibre Reinstatement Funding</p> <p>Funding to be used to provide improved reinstatement of super fast broadband trenches in the city. For example provision of new paving flags where existing flags are broken rather than reinstatement with original materials.</p>	50
<p>Improved City Centre Signage BID Match Funding</p> <p>Contributions delegated to the Corporate Director of Economy & Place in consultation with the Executive Member for Transport and Planning Contribution to wayfinding signage scheme being led by the Business Improvement District and Make it York in the city centre.</p>	50
<p>City Centre Natural Stone Replacement</p> <p>Funding to enable appropriate materials to be used to repair priority defects in city centre areas such as St.Helen's Square, Stonegate, Swinegate etc.</p>	50
<p>Park & Ride Additional Signs</p> <p>Project to update and improve the Enhancement to the existing Access Fund programme – approx. £45k per year over the next 3 years. The first year will be concentrated on enhanced marketing of smart ticketing and the Park & Ride operation to maximise the use of these services. Future years will be allocated to supporting the</p>	100

public transport element of the Access Fund programme and continue the enhanced management of bus services in the area.	
<p>DfT Pothole Spotter Materials Trial</p> <p>Repair to additional potholes identified through the DfT Pothole Spotter trial including the provision of new materials and the trial of innovative repair methods to complement the trial. It is intended that these trials will include the whole highway network including cycle margins, footpaths and cycle ways ensuring that all road users benefit from the application of new technology.</p>	76

12. **Local Growth Fund (LGF3).** York, North Yorkshire and East Riding Local Enterprise Partnership were awarded £23.7m from the 3rd tranche of Local Growth Funding in January 2017. An initial allocation of £5m has been provided to help de-risk and unlock the transformational York Central Enterprise Zone. This includes a £1m as a contribution to the Scarborough Bridge Foot/Cycle bridge upgrade scheme also funded by Council Resources and Cycle City Ambition Grant Funding. Subject to the completion of a successful feasibility study currently being undertaken by Network Rail consultation on the proposal will commence in June 2017. This project will be subject to further decisions by the Executive.
13. **Battery Project - £50kFunding** approved by CYC Executive as part of the budget allocation process to develop a programme of studies to facilitate schemes to develop battery storage from solar panels, a university partner will be identified to provide input and extend the reach of the work Energy storage devices have the potential to enable greater utilisation of renewable energy, reduce carbon, and provide Electricity grid capacity solutions. This study is to identify short and long term opportunities for the wider use of energy storage in York and to facilitate the implementation of energy storage devices in association **with renewable generation** and **electric vehicle charging**. It is proposed that future decisions on this project are reported to the Executive Member for Environment.
14. **Targeted Highways Fund- £100k** the Targeted highways budget has been allocated as match funding to the Challenge Fund bid for maintenance and improvements to National Cycle Network Route

65. This allocation enabled a more effective bid to be submitted with an anticipated higher potential for success and therefore enhanced the targeted Highway outcomes for the City.

15. **Built Environment Fund - £2,022k.** the Built Environment Fund will be used to target commercial centre schemes to enhance and renew public spaces that are better able to support the needs of residents, businesses and visitors to York. Note: Includes £135k to renew road markings and replace Belisha Beacons approved by the Executive Member for Transport and Planning in March 2017.

Built Environment Fund Proposed Scheme	Proposed Allocation (£,000)
<p>Fossgate</p> <p>Delivery of a resurfacing scheme to enhance the environment in Fossgate. Subject to the outcome of consultation with local residents and businesses and following a decision by the Executive Member for Transport and Planning an experimental traffic order changing the traffic direction will be progressed. Further consultation on the potential surfacing changes will be progressed prior to a decision on delivery.</p>	500
<p>Enhancing economic growth for secondary shopping areas</p> <p>A review of the layout of the Acomb and Haxby shopping areas and ways to achieve additional economic growth in these shopping areas will be undertaken and costed interventions proposed, following local consultation. A further report will be taken to the Deputy Leader (Executive Member for Economic Development) to consider proposed interventions.</p>	100
<p>City Centre Natural Stone Replacement Match Funding</p> <p>Additional funding to contribute to existing schemes or developments to enable appropriate materials to be used. Implementation delegated to Corporate Director of Economy and Place.</p>	50

<p>Minor Public Realm enhancement Match Funding.</p> <p>Funding to be used to contribute to delivering public space enhancements being progressed by other bodies within the city such as the Civic Trust.</p> <p>Contributions delegated to the Corporate Director of Economy & Place in consultation with the Executive Member for Transport and Planning.</p> <p>Projects may include items such as:</p> <ul style="list-style-type: none"> • Benches (refurbishment or replacement) • Refurbishment of railings • Street name plate refurbishment 	50
<p>Public Realm investment for economic growth - Outline Business Case</p> <p>The funding will be used to prepare a business case for the redevelopment of the public realm, including within the cities historic core and surrounding business district. This will be an assessment of the existing condition and the provision of an outline specification. A further report will be brought back to Executive with recommendations and long term funding requirements.</p>	1,187
<p>Upgraded Belisha Beacons - to improve safety at Zebra Crossings – Approved by Executive Member for Transport and Planning</p>	65
<p>Road Markings – Renewal of Road Markings on main arterial routes in city – Approved by Executive Member for Transport and Planning</p>	70

16. **2017/18 Local Highways Maintenance Challenge Fund Bid - £920k.** Highways Authorities were advised in January that the Department for Transport were providing funding for major maintenance projects that would be otherwise difficult to fund through the usual formula needs element of funding allocations. Cycling initiatives featured heavily in the bid documentation and in accordance with the guidance a bid was submitted by the 31st March 2017 deadline for the 2017/18 funding.
17. The scheme submitted was for the maintenance and upgrade of the National Cycle Network Route 65 which runs north-south principally along the River Ouse in the city. The funds would be used to

maintain sections which are in poor condition and provide more resilience during future flood events. The upgrades would also complement the proposed replacement of the Scarborough Bridge

18. Details of the bid are available at https://www.york.gov.uk/downloads/download/3726/challenge_fund_2017-18
19. It is anticipated that successful schemes will be confirmed in April/May. It is also anticipated that further funding and the bidding process will be announced shortly for future years of the Challenge Fund.

Consultation

20. Individual consultation will be carried out through the relevant governance and assurance mechanisms for each project as appropriate.

Options

21. The option proposed within this paper reflects the decisions made by council in respect of its budget and the specific outcome requirements of grants which the authority has been awarded or is bidding for.

Council Plan

22. The range of projects detailed in this report support Council Plan objectives to deliver 'a prosperous city for all'.

Implications

23. There are no implications associated with this cover report, wider implications of individual projects will be brought before the relevant governance and assurance groups as the schemes are developed further.

Financial

The budget allocations covered in the reports were approved by Full Council in February 2017. Regular monitoring reports will be brought as part of the normal capital monitoring report to Executive and to the Executive Members referred to in the report.

Human Resources (HR)

There are no Human Resources implications associated with this report.

One Planet Council/Equalities

There are no One Planet Council/Equalities implications associated with this report.

Legal

There are no Legal implications associated with this report.

Crime and Disorder

There are no Crime and Disorder implications associated with this report

Information Technology (IT)

There are no IT associated with this report.

Property

There are no Property implications associated with this report.

Other

There are no Other implications associated with this report.

Risks

24. There are no risks associated with this cover report, wider implications of individual projects will be brought before the relevant governance and assurance groups as the schemes are developed further.

Contact Details

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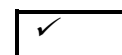
**Report
Approved**



Date 05.05.17

Wards Affected:

All



For further information please contact the author of the report

Annexes: Annex 1 - Capital Scheme Overview with Funding Sources and Key Outcomes

List of Abbreviations Used in this Report

LTP - Local Transport Plan

DfT – Department for Transport

NPIF - National Productivity Investment Funding (NPIF)

LGF – Local Growth Fund

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Annex 1 – Capital scheme overview with funding sources and key outcomes

Prosperous City for All, A Focus on Frontline Services, A Council that Listens to Residents		
Scheme	Allocation (£,000)	Funding Source
Cycle Hire Scheme	50	Lendal Bridge
Business Cycle Scheme Support	50	Lendal Bridge
DfT Pothole Spotter Materials Trial	250	Lendal Bridge
DfT Challenge Fund Match Funding	100	Lendal Bridge
Increase Access Funding Programme for Sustainable Transport 2017-20	226	Lendal Bridge
Extend and Accelerate TSARs Programme	300	NPIF
Increase Fibre Reinstatement Funding	50	NPIF
Improved City Centre Signage BID Match Funding	50	NPIF
City Centre Natural Stone Replacement	50	NPIF
Park and Ride Additional Signage	100	NPIF
DfT Pothole Spotter Materials Trial	76	NPIF
DfT Challenge Fund Match Funding	100	Targeted Highways Funding
Challenge fund Bid	920	DfT Challenge Fund
Battery Storage Project	50	Battery Project
Fossgate	500	Built Env Fund
Haxby & Acomb Shopping Area Redesign	100	Built Env Fund
City Centre Natural Stone Replacement Match Funding	50	Built Env Fund
Minor Public Realm Enhancement Match Funding	50	Built Env Fund
City Centre Outline Business Case for Total Reinstatement and Phase 1 of Works	1187	Built Env Fund
Upgraded Belisha Beacons	65	Built Env Fund
Road Markings	70	Built Env Fund

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Executive

18 May 2017

**Report of the Deputy Chief Executive /Director of Customer & Corporate Services
Portfolio of the Leader & Executive Member for Finance & Performance**

Budget 2017 Discretionary Rate Relief Policy & Enterprise Zone Policy

Summary

1. The purpose of this paper is to provide Executive with details of the new policy for discretionary rate relief (DRR) arising from the Spring Budget 2017 for approval. It also provides a further policy for approval in respect of business rate relief for the new Enterprise Zone (York Central) from 1st April 2017.

Recommendations

2. Executive Members are asked to:
 - a) consider and approve the new policy at Annex A for discretionary rate relief for those businesses hardest hit by the business rate revaluation as set out in the Government Spring Budget 2017;

Reason: To provide a transparent process for awarding discretionary rate relief and supporting local businesses.
 - b) consider and approve the new policy at Annex B for business rate relief in respect of the York Central Enterprise Zone;

Reason: To provide a transparent process to encourage businesses to relocate to the Enterprise Zone and grow the York economy.
 - c) approve that minor changes can be made (Paragraph 22) to either policy (Annex A & B) by the Director of Customer &

Corporate Services in consultation with the Executive Member for Finance & Performance.

Reason: This provides flexibility to amend either scheme quickly if required without fundamentally altering the purpose of the policies.

Background - Discretionary Business Rate Scheme

3. At the Budget held on 8 March 2017, the Chancellor announced that the Government would make available a discretionary fund of £300 million over four years from 2017/18 to support those businesses that face the steepest increases in their business rates bills as a result of the revaluation. They stated that “Local government is best placed to determine how this fund should be targeted and administered to support those businesses and locations within their area that are in the greatest need”.
4. The Government believes that local authorities are best placed to judge the particular circumstances of local ratepayers and direct the funding where it is most needed to support local economies. The Government has allocated the available funding to each billing authority area based on assumptions about how authorities will target their relief scheme. The Government wants local authorities to implement a scheme as quickly as possible following consultation to provide financial support to those companies and businesses requiring it:

“We expect billing authorities to have in place clear and swift arrangements for communicating with ratepayers both on the confirmed and likely terms of the new schemes for relief covered by this BRIL, as well as on the anticipated timescale for billing or re-billing, where applicable. This should include but not be limited to having sufficient capacity in place to deal with enquiries from ratepayers in a timely fashion, and well as directing ratepayers to appropriate online resources in any communications.”

5. There were two further reliefs for business introduced in the Spring budget:

Small Business Transitional Relief – The Chancellor announced that a scheme of relief would be made available to those ratepayers facing large increases as a result of the loss of small business or rural rate relief. The existing transitional relief scheme

does not provide support in respect of changes in reliefs. Therefore, those ratepayers who are losing some or all of their small business or rural rate relief may be facing very large percentage increases in bills from 1 April 2017. The supporting small businesses relief will help those ratepayers who as a result of the change in their rateable value at the revaluation are losing some or all of their small business or rural rate relief and, as a result, are facing large increases in their bills. To support these ratepayers, the supporting small businesses relief will ensure that the increase per year in the bills of these ratepayers is limited to the greater of:

- a cash value of £600 per year (£50 per month). This cash minimum increase ensures that those ratepayers currently paying nothing or very small amounts are brought into paying something, or
- the matching cap on increases for small properties in the transitional relief scheme.

Support for Pubs – The Government has also announced a new relief scheme for pubs that have a rateable value of below £100,000. Under the scheme, eligible pubs will receive a £1000 discount on their bill. DCLG plans to publish a consultation on the operation of the relief scheme for pubs shortly (still awaited). The relief will have effect for 2017/18. Both this scheme and the Small Business Transitional scheme are prescribed by Central Government and will be applied automatically to qualifying businesses.

Background – Enterprise Zone

6. The York Central Enterprise Zone has been designated by Central Government in order to promote and facilitate economic growth in the area. The City Council's vision for the site is for the creation of a high quality new office led development, incorporating ancillary leisure and retail uses, as well as potentially residential uses, complementing the wider Housing Zone. The Enterprise Zone (EZ) offers two financial incentives – a 5 year government backed discount on the business rates payable by occupiers (to be offered at the discretion of the local authority with local costs reimbursed by government), and a 25 year retention by the local authority of any uplift in business rates payable in the area. The business rates discount (or relief) is an important tool in incentivising early

development and occupation at the site, particularly amongst Small & Medium-sized Enterprises (SMEs), for whom the incentive (at the state aid compliant levels permitted) is more significant, representing a greater proportion of overall operating costs.

Discretionary Business Rate Scheme

7. The purpose of the scheme is: “The Government has assumed that authorities will provide support only to those ratepayers who are facing an increase in their bills following revaluation”. As a discretionary scheme rules cannot be introduced that fetter the council’s decision with each case been judged on its own merits and within the State Aid rules.
8. The Government provides further guidance in terms of businesses that should be supported. It assumes that, by and large, more support will be provided to:
 - ratepayers or localities that face the most significant increases in bills; and
 - ratepayers occupying lower value properties.
9. There is also an additional steer around what is deemed as a substantial increase in the way that each authorities funding has been calculated:
 - the rateable property has a rateable value for 2017/18 that is less than £200,000;
 - the increase in the rateable property’s 2017/18 bill is more than 12.5% compared to its 2016/17 bill (before reliefs).
10. The funding provided for the scheme through to 2020/21 is set out at Table 1 below:

Table 1

Year	Value
2017/18	£788K
2018/19	£383K
2019/20	£158K
2020/21	£23K

11. In terms of making an award the Government has stated within the guidance that “The Non-Domestic Rating (Discretionary Relief) Regulations 1989 (S.I. 1989/1059)¹ require authorities to provide ratepayers with at least one year’s notice in writing before any decision to revoke or vary a decision so as to increase the amount the ratepayer has to pay takes effect. Such a revocation or variation of a decision can only take effect at the end of a financial year. But within these regulations, local authorities may still make decisions which are conditional upon eligibility criteria or rules for calculating relief which allow the amount of relief to be amended within the year to reflect changing circumstances”. The proposed policy for administering this scheme at York is set out at Annex A of this paper.

Enterprise Zone Rate Relief Policy

12. The scheme will operate over a five year qualifying period from 1st April 2017, and eligible businesses located at the Enterprise Zone Business Rate Discount Site before 1st April 2022 will qualify for 5 years of business rates relief. The scheme is discretionary, with City of York Council acting as accountable body on behalf of the York, North Yorkshire & East Riding LEP, who, as EZ scheme sponsor, are embedded in the wider governance and reporting of the EZ. It is for the council to establish the detailed criteria for rate relief eligibility, which best meet the Enterprise Zone objectives and deliver value for money to the public purse. The criteria should allow for the scheme to operate in a mechanistic manner, with clarity around eligibility and all businesses meeting the detailed criteria being granted the relief. Recommended criteria for establishing the eligibility of businesses located within the zone are set out at Annex B; if Members agree this scheme, it will be publicised on the council website.
13. Eligible businesses will qualify for up to a 100% exemption on business rate liability (to state aid *de minimis* levels) for a period of five years from their date of first occupation. The scheme relates solely to businesses contributing to the Local Ratings List, and not those who contribute to the National Ratings List (such as rail and utility infrastructure providers).
14. Early indicative assessment of the likely benefits of the business rates relief scheme to the types of business occupancy anticipated at the site reveals that the scheme could range from a 100%

discount on business rates over a 5 year period for a 'micro' occupier with around 10 employees, through around 43% of the 5 year bill for a small office occupier, to just around 4% of the 5 year bill for large commercial occupiers. These savings would be reduced by any prior grant assistance that organisations have received under state aid *de minimis* regulations.

15. State aid *de minimis* levels are currently set in regulation for most organisations at up to €200,000 over 3 rolling years (c£172,000 at current EC exchange rates). This is a cumulative allowance, meaning that previous assistance granted to an organisation may reduce the availability of business rates discount under this scheme. Receipt of business rates discount may also preclude the availability of further assistance to businesses where state aid *de minimis* levels would subsequently be exceeded.
16. Both new and existing businesses in the zone will potentially be eligible for the discount, subject to the detailed criteria set out in this scheme (Annex B). Where eligibility is established, the council will discount relevant sums from annual business rates bills, discounts will be profiled evenly over a five year period with the costs of providing the relief reimbursed by Central Government.

Consultation

17. The two schemes that are the focus of this paper are both discretionary but the rules and funding are set by Central Government and in respect of State Aid European law. In regards to the Spring Budget Discretionary Rate Relief Scheme Central Government had undertaken some discussions with business in advance of the Budget. Post budget through to 7th April 2017 the Government opened up consultation to 'everyone' and specifically "We particularly seek the views of all English local authorities and the Local Government Association and of businesses and their representative bodies".
18. The Spring Budget Scheme at Annex A takes into account any limited known outcomes of this consultation in which City of York Council participated, which has been affected by rules of Purdah related to the General Election (see Paragraph 22 below).

Options

19. The Executive can approve or reject either or both policies at Annex A and Annex B, or request consideration of amendments.

Analysis

20. The new discretionary rate relief scheme established in the Spring Budget 2017 is designed to provide financial support to local business. The local economy is the bedrock of the city providing income to the council through business rates as well as employment opportunities for citizens. The policy attached at Annex A provides the opportunity for the council to consider applications for support from those businesses encountering hardship following the 2016 business rate revaluation with the costs been met by Central Government up to the limits set out at Table 1 of this paper.
21. The Enterprise Zone policy (Annex B) is designed to encourage new business or extension of existing businesses within the Enterprise Zone. The growth of business within this area of the city brings many benefits including financial, reinvigoration, inward investment and employment opportunity. The council retains 100% of the business rates growth from 31.3.2017 baseline levels for a 25 year period, and is compensated by Central Government for any business rate relief granted.
22. The Government's response to consultation on the DRR scheme has been brief and limited due to Purdah and the imminent General Election. The speed at which the Government wants the support rolled out has also meant there has been little time to discuss consistent schemes with neighbouring local authorities. As this may lead to further minor changes initially and possibly changes in the future, this report recommends that that any amendments (that do not substantial change the purpose of either Policy at Annex A or B) be delegated to the Director of Customer & Corporate Services in consultation with the Executive Member Finance & Performance.

Council Plan 2015 - 19

23. The two policies in this report will help support a prosperous city for all. The financial support will help both small and larger companies to sustain their business and maintain a thriving

economy in the city providing sustainable employment opportunities.

Implications

24. (a) **Financial** – The cost of any support for both discretionary schemes is met by Central Government. New business rate growth within the enterprise zone will be retained 100% within the city.
- (b) **Human Resources (HR)** - There are no implications.
- (c) **Equalities** – There are no direct implications.
- (d) **Legal** – The powers for both schemes are set out in Statute. The only legal implication is ensuring the application process ensures businesses benefiting declare they have received no other State Aid and that the council does not provide more support than the State Aid limit on an annual basis.
- (e) **Crime and Disorder** - There are no implications.
- (f) **Information Technology (IT)** - There are no implications.
- (g) **Property** - There are no implications.

Risk Management

25. The key risk associated with these discretionary reliefs is a financial one relating to state aid rules. The risk is Low and is in the control of the authority through the implementation of proper policies and procedures.

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	Pauline Stuchfield Assistant Director Customer & Digital Services Telephone: 01904 551706			
	Report Approved	√	Date	4th May 2017
Specialist Implications Officer(s) None				
Wards Affected: All				√

For further information please contact the authors of the report

Background Papers

Annexes

Annex A – Discretionary Rate Relief Policy – Spring Budget 2017

Annex B – Enterprise Zone Rate Relief Policy

Glossary

Enterprise Zone - Established in 2012, Enterprise Zones are at the heart of the Government's long-term economic plan, supporting businesses to grow through provision of tax breaks for business.

State Aid - State aid is any advantage granted by public authorities through state resources on a selective basis to any organisations that could potentially distort competition and trade in the European Union (EU).

Abbreviations:

EU	European Union
K	Thousand
SMEs	Small & Medium Enterprises
EZ	Enterprise Zone
DRR	Discretionary Rate Relief

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Discretionary Business Rates Discount Policy – Spring Budget 2017

City of York Council

Discretionary Business Rate Policy – Spring Budget 2017

OVERVIEW

This policy provides the council's guidance in relation to discretionary business rate discounts under the funding provided in the Spring Budget 2017. It provides the principles upon which the council will deal with any application that may be received.



Discretionary Business Rates Discount Policy – Spring Budget 2017

Background

1. At the Budget on 8 March 2017, the Chancellor announced that the Government would make available a discretionary fund of £300 million over four years from 2017/18 to support those businesses that face the steepest increases in their business rates bills as a result of the revaluation. The Chancellor stated that local government is best placed to determine how this fund should be targeted and administered to support those businesses and locations within their area that are in the greatest need.
2. The Government's intention is that every billing authority in England will be provided with a share of the £300 million to support their local businesses. This will be administered through the Council's discretionary relief powers under section 47 of the Local Government Act 1988.
3. The Government believes that local authorities are best placed to judge the particular circumstances of local ratepayers and direct the funding where it is most needed to support local economies. The Government has allocated the available funding to each billing authority area based on assumptions about how authorities will target their relief scheme.

Business Rate Policy

4. In line with the Government's recommendations following consultation. The council will provide support only to those ratepayers who are facing an increase in their bills following revaluation (this is a condition of the grant). The council's principles will consider that more support will be provided to:
 - ratepayers or localities that face the most significant increases in bills; and
 - ratepayers occupying lower value properties.

Discretionary Business Rates Discount Policy – Spring Budget 2017

5. Taking into account the Government's principles and assumptions in relation to the distribution of the funding the qualifying criteria for consideration is:
- the rateable property has a rateable value for 2017/18 that is less than £200,000;
 - the increase in the rateable property's 2017/18 bill is more than 12.5% compared to its 2016/17 bill (before reliefs).

Notice Periods

6. The Non-Domestic Rating (Discretionary Relief) Regulations 1989 (S.I. 1989/1059)¹ require the council to provide ratepayers with at least one year's notice in writing before any decision to revoke or vary a decision so as to increase the amount of business rates the ratepayer has to pay takes effect. Such a revocation or variation of a decision can only take effect at the end of a financial year. Within the Government regulations, local authorities may still make decisions which are conditional upon eligibility criteria or rules for calculating relief which allow the amount of relief to be amended within the year to reflect changing circumstances.
7. Whilst the council could therefore consider changes within the year this is likely to be heavily bureaucratic however it reserves the right to do so. As the funding decreases substantially across the 4 years any award will be for the maximum of one year and it will be made clear to the rate payer that their support will be revoked after a maximum of 12 months.

State Aid

8. State Aid law is the means by which the European Union regulates state funded support to businesses. Providing discretionary relief to ratepayers is likely to amount to State Aid. However the support for ratepayers will be State Aid



Discretionary Business Rates Discount Policy – Spring Budget 2017

compliant where it is provided in accordance with the De Minimis Regulations (1407/2013)2.

9. The De Minimis Regulations allow an undertaking to receive up to €200,000 of De Minimis aid in a three year period (consisting of the current financial year and the two previous financial years).
10. To administer De Minimis it is necessary for the council to establish that the award of aid will not result in the undertaking having received more than €200,000 of De Minimis aid.
11. Where an eligible property is also eligible for Enterprise Zone relief, then Enterprise Zone relief should be granted and, until the introduction of 100% business rates retention, this will be funded under the rates retention scheme by a deduction from the central share (or, in the case of 100% business rates plots, from a separate s.31 grant). The council will not provide discretionary relief under their schemes for “revaluation support” to properties which would otherwise qualify for Enterprise Zone government funded relief.
12. If a property in an Enterprise Zone is not eligible for Enterprise Zone relief, or that relief has ended, discretionary relief for “revaluation support” may be granted.

Managing the Process

13. To ensure transparency, fairness and consistency any consideration to award a business rate discount under this policy must meet Central Government’s criteria set out at Paragraphs 4 & 5 of this policy. All applications will only be considered after the signing of the State Aid declaration form and there must be some evidence that the increase in business rate liability will cause financial hardship. The financial support drops dramatically across the 4 years that the Government is funding. The intention is that any business will be self sustaining by 2018/19 and any business applying will have to evidence how this will be achieved.

Discretionary Business Rates Discount Policy – Spring Budget 2017

14. All applications must use the standard application form with additional supporting information attached. Submissions must be made in an electronic format.
15. All decisions related to the application of this Scheme and resulting awards of discount will be made by the Director of Customer & Corporate Services in consultation with the Executive Member for Finance & Performance. These decisions will be published and summarised in progress reports at quarterly Executive Member Decision Sessions.
16. This is a discretionary scheme there is no right of appeal on any decision made.

PRINCIPLES

17. The basic principles underpinning this policy are:
 - I. The council wishes to operate in a fair and transparent way ensuring its powers are used sensibly, consistently and coherently to benefit the community as a whole;
 - II. The council wants to deliver its services through a sound and well maintained corporate governance framework that provides clarity on the number and value of awards made;
 - III. The council wants to help develop a consistent process with its neighbouring local authorities in managing this scheme.

DECISIONS

18. All decisions related to the application of this Scheme and resulting awards of discount will be made by the Director of Customer & Corporate Services in consultation with the Executive Member for Finance & Performance. Such decisions will be published on a monthly basis and summarised in a quarterly report to the Executive Member's decision session.

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York Central Enterprise Zone Business Rates Discount Scheme

City of York Council

York Central Enterprise Zone Business Rates Discount Scheme

OVERVIEW

This policy provides the council's guidance in relation to discretionary business rate discounts available within York Central Enterprise Zone. It provides the principles upon which the council will deal with any application that may be received.

York Central Enterprise Zone Business Rates Discount Scheme

Introduction

1. The York Central Enterprise Zone has been designated by Central Government in order to promote and facilitate economic growth in the area. The City of York Council's vision for the York Central site is for the creation of a high quality new class B1a office led development, incorporating ancillary leisure and retail uses, as well as potentially residential uses, complementing the wider York Central Housing Zone. The York Central Enterprise Zone offers two financial incentives – a 5 year government backed discount on the business rates payable by occupiers (to be offered at the discretion of the Local Authority with local costs reimbursed by government), and a 25 year retention by the Local Authority of any uplift in business rates payable in the relevant Enterprise Zone areas.
2. Hereditaments within the defined boundary of the York Central Enterprise Zone Business Rates Discount Area edged red on the plan at Figure 1 below ("the Site") may be eligible for business rates relief (subject to state aid *de minimis* levels) where they meet the eligibility criteria set out in this discretionary scheme. This is not a blanket relief, but is targeted to achieve economic growth and do so within specific employment sectors (see eligibility criteria below). The scheme is intended to be mechanistic in operation however, and all businesses who meet the criteria for eligibility may be granted relevant discounts. The scheme will be operated by the City of York Council as accountable body for the York Central Enterprise Zone and business rates billing authority. Financial metrics relating to the scheme will be reported to the York North Yorkshire & East Riding LEP and to government through the enterprise zone governance structure.
3. The scheme will operate over a five year period from 1 April 2017, and eligible businesses located at the Site before 1 April 2022 may qualify for up to 100% exemption on business rates liabilities (up to any relevant cap imposed by Central Government, currently a maximum of £275,000 over a five year period, and subject to state aid *de minimis* levels) for a period of five years (hereinafter referred to as 'the Business Rates Discount'), subject to the detailed criteria set out below. The scheme relates solely to businesses contributing to the Local Ratings List, and not those

York Central Enterprise Zone Business Rates Discount Scheme

who contribute to the National Ratings List (such as rail and utility infrastructure providers).

4. State aid *de minimis* levels are currently set by Commission Regulation (EU) 1407/2013 for most undertakings at up to €200,000 over a rolling 3 year period (sterling equivalent based on European Commission exchange rate at the time of making the grant offer – approximately £172,000 in April 2017). This is a cumulative allowance, meaning that previous *de minimis* state aid granted to an undertaking may reduce the availability of the Business Rates Discount. Receipt of NNDR discount may also preclude the availability of further assistance to businesses where state aid *de minimis* levels would subsequently be exceeded. A state aid declaration will be required prior to the granting of any Business Rates Discount to an undertaking. The applicant must declare the amount of any financial assistance which it (or any other company within the same group of companies) has received from any public sources within the preceding 3 years so the City of York Council can ascertain whether the €200,000 threshold has already been reached or at what point it will be reached if the applicant receives a Business Rates Discount from the council. If an applicant submits an incorrect declaration then the City of York council reserves the right to recover the discount, plus interest, from the applicant. In cases where state aid *de minimis* levels are exceeded, the Business Rates Discount will be terminated with immediate effect.
5. Both new and existing businesses located within the Site may be eligible for the Business Rates Discount, subject to the eligibility criteria set out in this scheme.
6. All decisions related to the application of this Scheme and resulting awards of discount will be made by the Director of Customer & Corporate Services (City of York Council) in consultation with the City of York Council Executive Member for Finance & Performance. These decisions will be published and summarised in progress reports at quarterly City of York Council Executive Member Decision Sessions. Eligibility will be assessed against the scheme criteria by the Billing Authority (City of York Council). Where eligibility is established, the billing authority will discount

York Central Enterprise Zone Business Rates Discount Scheme

relevant sums in advance from annual NNDR bills and discounts will be profiled evenly over a five year period.

Eligibility Criteria

7. In order to be eligible for the discretionary Business Rates Discount, the following criteria must be satisfied by applicants:
- i) The business is located within the Site, *and*;
 - ii) The applicant's business does not fall within use classes B2 or B8 of the Town and Country Planning (Use Classes) Order 1987 (as amended) (B2 relates to General Industrial use whilst B8 relates to use for Storage or Distribution), *and*;
 - iii) The business will be contributing to the Local Ratings List as opposed to the National Ratings List, *and either*;
 - iv) The business employs a minimum of 1 full time equivalent (FTE) on a permanent basis and trades within the Site (advertising hoardings, ATM's, car parks, and telecommunications infrastructure will not generally be eligible for discounts), *or*;
 - v) The premises are vacant but are in the ownership of a Partner to the redevelopment of the Site, are either being held vacant pending redevelopment of the Site, or are a commercial building constructed or refurbished after 1 April 2017 which is pending letting. Partners are currently defined (by this scheme) as any organisation within the core partnership (Network Rail, City of York Council, the Homes & Communities Agency and the National Railway Museum), any parent, subsidiary or successor of these. This definition of Partners will be updated from time to time as the project evolves, through revisions to this policy if necessary.

Additionally, in the case of businesses already occupying premises within the Site on 1 April 2017 at least one of the following further criteria must be satisfied by the applicant:

- vi) The business was not already employing 1 or more permanent FTE's and trading within the Site on 31 March 2017, *or*;
- vii) Where an existing premises within the Site was occupied by the applicant on or prior to 31 March 2017, but the premises

York Central Enterprise Zone Business Rates Discount Scheme

- have since been extended or improved, business rates discounts will be applied to the net increase in business rates payable, resultant from the extension or improvement works only, (provided that permanent FTE employment whole numbers are also increased at the premises), *or*;
- viii) The business has relocated within the Site and has increased the whole number of permanent FTE's employed within the Site (in such cases discounts will only be applied to the net increase in business rates payable by the business).

In all cases:

- ix) Business Rates Discounts will be, having regard to prior state aid granted to the applicant, below state aid *de minimis* thresholds when considering any 3 year period, and below any relevant cap introduced by Central Government (currently £275,000 over 5 years)
- x) Discounts to business rates bills will be applied only to rates which are due on or after 1 April 2017 (ie discounts will not be backdated to cover historic billing periods).
8. Reasons for these criteria are set out below:
- i) To ensure that the scheme complies with regulations/legal requirements and economic activity maintains a spatial focus.
- ii) To ensure that the activity incentivised aligns with the strategic economic objectives for the Site.
- iii) To maximise funding available for Site enabling and development works by partners, and to facilitate speculative development by partners should they wish to undertake this.
- iv) To ensure that incentives deliver additionality and minimise displacement and cost to the public purse which does not deliver overarching economic benefits.
- v) To ensure that the scheme facilitates economic development and regeneration, and does not reward unrelated activity.

York Central Enterprise Zone Business Rates Discount Scheme

Procedure

9. If organisations wish to apply for the Business Rates Discount or check eligibility, relevant application forms and state aid declarations are available at the council's website.
10. If successful in applying for Business Rates discount, organisations will be required to submit an updated state aid declaration at the beginning of March each year, to reconfirm eligibility. They will also be asked to complete a confidential quarterly monitoring return on key site outputs including employment and investment.
11. This is a discretionary scheme and there is no right of appeal on any decision made.
12. City of York Council reserve the right to amend this discretionary scheme and its associated eligibility criteria at any time.

Contact

Enquiries relating to the scheme should be directed in the first instance to the council's Finance Team at business.rates@york.gov.uk or 01904 551140.

YORK CENTRAL ENTERPRISE ZONE BUSINESS RATE DISCOUNT SITE MAP

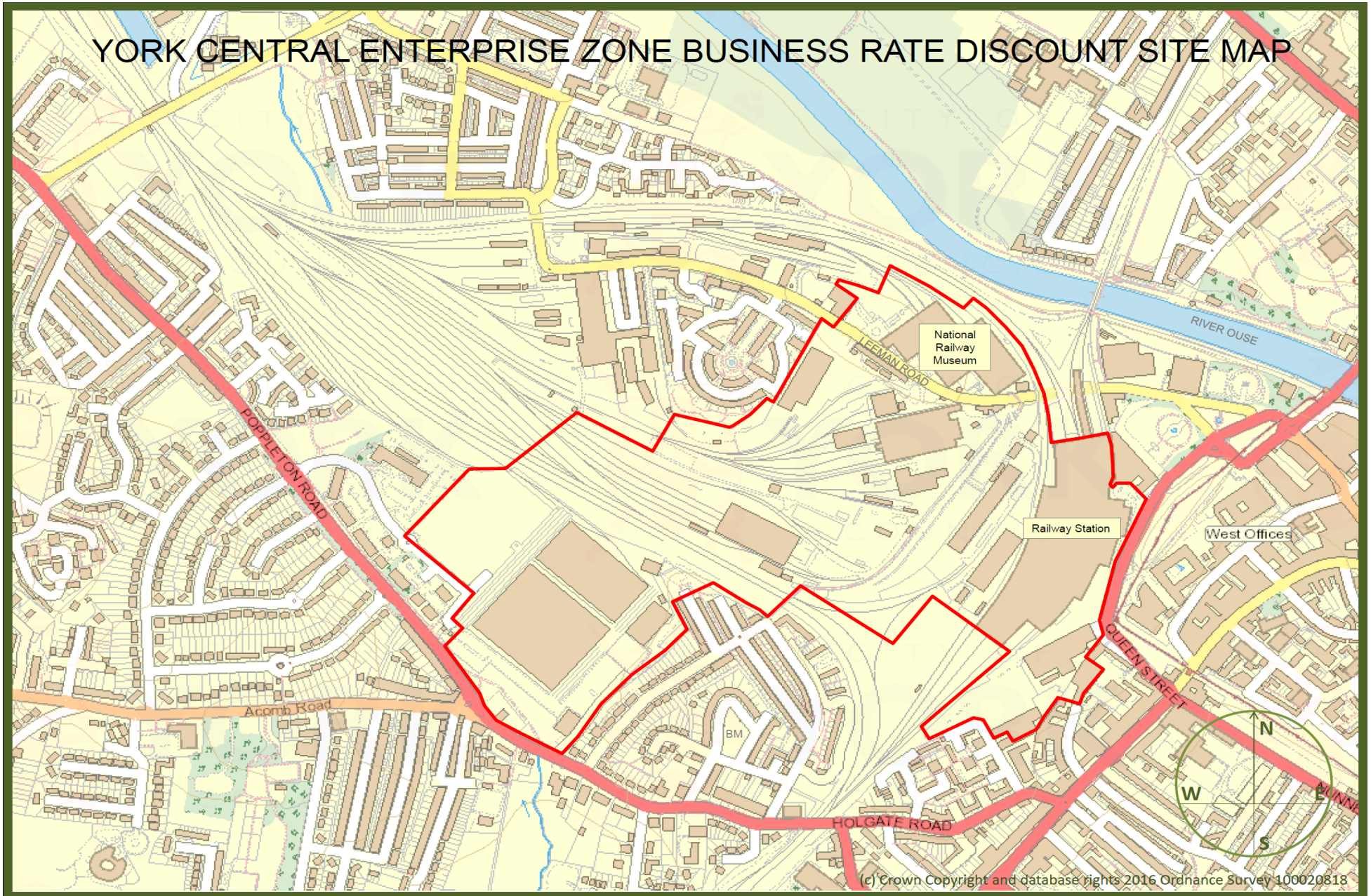


Figure 1: The Site

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Executive

18 May 2017

Report of the Assistant Director of Housing and Community Safety

Portfolio of the Executive Member for Housing and Safer Neighbourhoods

Shared Ownership Affordable Housing Programme

Summary

1. This report outlines the capital grant funding awarded to the council under the Government's Shared Ownership and Affordable Homes Programme (SOAHP) 2016-21 that is administered through the Homes and Communities Agency (HCA).
2. The report recommends that the Executive gives approval for the council to accept the HCA grant allocation and approves Housing Revenue Account capital spend of £2.76m to match the HCA grant funding.
3. The bid to the HCA was made in September 2016 for funding to support the delivery of 65 Shared Ownership homes between 2017 and 2020 at a grant rate of £42,500 per home.
4. The 65 homes are proposed for delivery across two distinct programmes, however some flexibility on the numbers assigned to each programme may be available dependent on future market conditions:
 - i. 25 homes purchased in customer-led transactions on the open market
 - ii. 40 homes purchased "off the shelf" on new build residential developments
5. The scheme is complementary to the strategic partnership with the HCA approved by the council's executive on 16th March 2017. As

described in the proposal report, 'Strategic Partnership with the Homes & Communities Agency for the accelerated delivery of housing', this programme will accelerate housing development on a predominantly market-led basis.

6. The current Shared Ownership scheme proposal will support and complement the accelerated delivery programme by offering a targeted affordable home ownership product to households who are unable to buy a home in York on the open market.

Recommendations

7. The Executive are asked to:
 - i. Accept the Homes and Communities Agency (HCA) grant award of £2.76m, for the delivery of 65 Shared Ownership homes.
 - ii. Recommend to council a budget of £5.52m for the scheme funded from the HCA grant (£2.76m) and the HRA investment reserve (£2.76m)

Reason: so that the council can formally accept the HCA investment and deliver this affordable home ownership programme as part of the council's ambition to deliver a wider range of tenure products to meet the housing needs of the city.

Background

8. The Homes and Communities Agency (HCA) have for many years supported a programme of capital grant funding for the delivery of general needs and specialist affordable housing. Under the 2015-18 programme, for example, the council housing development at Le Tour Way, Acomb received £400k in funding.
9. A new round of funding called the *Shared Ownership and Affordable Homes Programme 2016-21* comprises three funding streams under which grant funding is available:
 - i. Rent to Buy
 - ii. Help to Buy: Shared Ownership
 - iii. Specialist Homes for older, disabled and vulnerable groups

10. When the HCA bid prospectus was launched in April 2016 around 95% of the national funding programme was prioritised to the first two products both of which support access to home ownership. This was a decisive shift from previous funding programmes and reflected the Government's priority to increase opportunities for home ownership especially to first time buyers.
11. The Government has made clear that housing and affordable home ownership is a key priority. The recent White Paper, 'Fixing our broken housing market' emphasises the contribution made by this programme towards the ambitious objective of enabling "over 200,000 people [to] become homeowners by the end of the Parliament."¹
12. The SOAHP provides an opportunity for the council to lever Government investment that will enable it to deliver additional affordable housing over the next four years. It is anticipated this programme would be complemented by the delivery of rented homes through planning gain, the council house building programme and the judicious use of affordable housing commuted sums. The programme will support the delivery of homes through council's 'Strategic Partnership with the Homes and Communities Agency for the accelerated delivery of housing' that was approved by the Executive in March 2017.
13. It is anticipated that expanding the opportunities for affordable home ownership will remain a government ambition in future investment programmes. It may therefore be possible to expend this scheme beyond 2020 should it prove successful and remains suitable for meeting the needs of households in the City at that time.

Help to Buy Shared Ownership

14. Shared ownership aims to help people that are in housing need but who cannot afford the cost of buying a home on the open market. Under a shared ownership lease the leaseholder buys a 'share' of the property and pays rent on the remaining share of the property (which remains in the ownership of the landlord). The leaseholder can buy further shares in the property at the market value of those shares at the time of purchase. Buying further shares is referred to

¹ <https://www.gov.uk/government/collections/housing-white-paper>

as 'staircasing'. When the leaseholder owns 100% they can acquire the freehold of the property. As the leaseholder buys further shares, the rent is reduced proportionately to reflect the fact that the landlord's interest in the property has reduced.

15. Shared ownership is a well established affordable housing product that can provide a stepping stone to home ownership for a wider range of households than Rent to Buy, Help to Buy equity loans and other schemes such as the Starter Homes initiative. The main elements of this shared ownership product are set nationally and include:
- Initial shares sold to the buyers can be no less than 25% and no more than 75% of the market value.
 - The rental payment must be no more than 3% of the value of the unsold share and is expected to be 2.75% or lower. Rent can rise at maximum of RPI plus 0.5% per annum.
 - Over time the buyer can purchase additional shares in tranches of not less than 10% up to full (100%) ownership.
 - Anyone with a household income less than £80,000 is eligible, providing they are considered unable to meet their housing needs on the open market.
 - The only nationally defined prioritisation criteria are members of the armed forces who are given a higher priority.
 - The council is not permitted to set its own criteria (for example, on local connection), but can market the scheme in a targeted manner that raises awareness amongst people who live or work in the City of York.
 - There is no restriction on the number of bedrooms relative to current housing 'need'.
 - There is no restriction on existing shared owners selling their current home to purchase another that is better suited to their needs.
 - Help to Buy Agents that have been appointed regionally by the Government will be responsible for providing the initial eligibility checks for potential buyers but it will be for the local authority to verify these and carry out affordability assessments.
 - Marketing of the homes and maintaining a list of applicants is delivered by the Help to Buy Agent.

Proposal and Analysis

16. Members are asked to accept the HCA grant award of £2.76m for the delivery of 65 Shared Ownership homes, and authorise the match funded HRA capital expenditure, also totalling £2.76m.
17. The council's successful bid proposed two schemes for the Help to Buy Shared Ownership product, both at an overall grant rate of £42,500 per home:
 1. 25 homes purchased on a customer-led basis on the open market. It is expected that most of these will be on the 2nd hand homes, but purchasing new build homes can also be considered.
 2. 40 homes purchased on new housing developments as a 'top up' to the affordable housing provision agreed on these sites. This is most likely where financial viability appraisals demonstrate that the council's affordable housing targets cannot be met without public subsidy, but it could also be the purchase of additional homes over and above the affordable housing target on a development. Sites that the council bring forward under the accelerated programme of delivery in partnership with the Homes and Communities Agency could also be considered.

Open Market Purchase Procedure

18. The open market purchase programme will be driven by the customer, who begins the process by registering an interest in the scheme and being accepted onto it following verification. The customer would then identify a property that they would like to buy on a Shared Ownership basis through this scheme.
19. The detailed procedures for delivering the scheme are currently in development with advice from the regional Help to Buy agent and housing association partners who have experience of offering shared ownership homes.
20. Purchases will be made by the council on either on a freehold basis (for houses) or a long leasehold (for flats) and with a back-to-back sale of the Shared Ownership leasehold to the customer.

'Top up' Shared Ownership Funding for Planning Gain Affordable Housing

21. On qualifying private housing developments the council has a policy to negotiate a proportion of affordable housing without the use of public subsidy. In general this is currently 20% on brownfield and 30% on greenfield developments of 15 or more homes. If these targets cannot be achieved because of site viability then a reduced percentage of affordable housing can be agreed. Where this occurs public subsidy can be used to increase the percentage of affordable homes to meet or get closer to the target.
22. Developments without any affordable requirement, or where the affordable housing policy requirement is met in full, could also be considered for this "new build off the shelf purchase" element of the Shared Ownership scheme if additional affordable homes are purchased on these sites.
23. On developments which are unable to meet the affordable housing targets (on sites with high abnormal costs for remediation for example) this funding could be used to increase the quantum of much needed affordable housing across the city.
24. Through this scheme affordable homes will be delivered by negotiating a competitive price for the identified homes, which may be purchased at below the full open market price due to savings on areas such as marketing and other transaction costs. A marketing strategy would then be agreed with the developer and Help to Buy agent. The selection criteria would be applied to registered applicants for each property, to ascertain the customer who would be offered the opportunity to purchase the home.
25. Although the priority in this scheme is a council-led delivery of affordable homes which will also constitute an asset and provide rental income streams, there may also be opportunities to secure additional investment in the City of York from Registered Provider (RP) partners. This would be through re-allocating an element of the HCA grant to an RP that is already purchasing Social Rented and/or Discount Sale affordable homes on a development through a Section 106 agreement. Subject to HCA approval, the grant would be used to deliver Shared Ownership homes that are *in addition* to the Section 106 affordable housing requirement, which could enable the RP to achieve a competitive purchase price. Although

likely to be a small – if any – part of this programme, any RP use of the HCA grant funding will reduce the investment needed from the council and enable the HRA capital funding to deliver further projects.

26. A level of flexibility in the routes to delivering the stated outcomes will enable the homes to be provided in the most timely and cost-effective way, and to manage risk in the project as market conditions evolve.
27. The proposal meets an evidenced local need: the 2016 Strategic Housing Market Assessment for the City of York identified a need for 115 Intermediate tenure affordable housing properties per year.

Financial Modelling

28. Financial modelling under various property prices and share purchase scenarios is contained in Annex 1 (Tables 1-5). Individual purchases are shown as well as capital and revenue returns to the council across the whole scheme. The purchaser's share will depend on the property price, with more expensive properties requiring a higher customer purchase to maintain the HCA and council investment level.
29. Based on the £84,000 combined HCA and council investment the council is expected to receive approximately £2,070 rental per year per property net of management costs. This would reduce following any customer staircasing purchases and at that point the council would benefit proportionately from any uplift in the value of homes if they are subsequently sold outright or incrementally when a leaseholder buys more shares. Table 5 in Annex 1 models the potential return to the council when leaseholders staircase to 100% ownership.
30. If the leaseholder wishes to sell their share of the property, the council will have the opportunity to nominate another purchaser who meets the eligibility criteria of the Shared Ownership scheme. Alternatively agreement can be made with the leaseholder to sell on a "back to back staircasing" basis, with staircasing to 100% being carried out simultaneously with sale on an open market basis. The council would then obtain a capital receipt in accordance with the usual staircasing procedure.

31. The leaseholder is responsible for payment of a deposit and mortgage, applicable stamp duty, their legal costs of purchase etc. Leaseholders are also responsible for 100% of the outgoings relating to the property and to keep the property in good and substantial repair and condition. The council will be responsible for providing building insurance cover and will recover these costs through a service charge to the leaseholder.
32. An advantage of shared ownership is that the cost of purchasing a share in a property and paying a below-market rent on the un-owned share enables households on lower incomes to gain a foothold on the housing ladder with an option of increasing the share they own if and when their circumstances permit this.
33. An average purchase share of 50-60% is expected over the lifetime of the scheme, dependent on market conditions and individual customer circumstances. The government expects shared owners to buy the maximum share they can afford, so flexibility in the scheme will see some purchasers buying a larger initial share while others will be able to purchase a smaller initial share. Some illustrative examples of affordability for individual customers are contained in Annex 2.

Shared Ownership Schemes: Delivery

34. The selection criteria for the scheme will give priority to serving members of the Armed Forces and those who have recently left the Armed Forces, and their families, as required by the HCA.
35. Aside from this, the HCA do not permit any additional priority eligibility criteria to be applied. Where demand exceeds availability of funding, priority will be based on date order of registering interest in the scheme. Awareness raising will be carried out at an early stage to ensure people living or working in the City of York have the best opportunity to purchase an affordable home through this scheme.
36. Alongside more general local marketing activities publicity will be targeted at key areas for local recruitment such as York Teaching Hospital NHS Foundation and council social care and children's services including school staff. This is in line with the approach that has already been established within the report that went to the council's executive on 16th March 2017 'Strategic Partnership with

the Homes & Communities Agency for the accelerated delivery of housing’.

37. As customers will need to register with the Help to Buy agent to participate in the scheme, awareness raising will advise customers to apply to do this. The council will not maintain its own independent list, as this would entail duplication and potential confusion on the part of customers.

Timetable

- 38 The detailed procedures for delivery of this shared ownership programme will be worked up over the next two months ready for a launch of the scheme in the late summer. The table below presents an indicative timetable for delivery of the 65 shared ownership homes by 2019/20.

	Milestone	Total completions
May 2017	Executive approval granted for scheme	0
July 2017	All contracts with HCA and Help to Buy NEYH signed and internal procedures for delivery agreed	0
Summer/autumn 2017	Publicity produced and marketing activity launched	0
By end of calendar 2017	First completions of second hand scheme delivered	10
March 2018	Second hand scheme continues	15
2018/19	Further 40 completions across all schemes	55
2019/20	Scheme completes, lessons learned and future opportunities identified	65

Council Plan

39. The proposal to deliver 65 Shared Ownership homes will meet a number of the council’s corporate priorities 2015-19 including:
- Residents can access affordable homes while the greenbelt and unique character of the city is protected
 - Everyone is supported to achieve their full potential

- All York's residents live and thrive in a city which allows them to contribute fully to their communities and neighbourhoods
- Every child has the opportunity to get the best possible start in life

Implications

40. Financial

41. The scheme requires the council to invest up to £2.76m of its resources to match fund the grant from the HCA. Of this, £65,000 (£1,000 per property) will be used towards the council's conveyancing costs. The rental figure from each property equates to £2,310 a year per property which could provide the HRA with additional rental income of up to £150k per annum.
42. In 2013 Members agreed to the creation of an investment reserve to support new affordable house building across the city. There remains £10.451m available for new initiatives although it should be noted that the approval to purchase and redevelop James House is anticipated to require minimum funding of c £5m from the reserve.
43. Should this scheme be approved the level available on the reserve will reduce to c £2.7m (subject to final James House funding requirement). There are further capital resources to support Housing initiatives including restricted Right to Buy receipts (£5m), affordable housing commuted sums (£0.7m) and other housing capital receipts (£4m).
44. Should homeowners purchase additional shares the council will receive capital receipts although rent levels would reduce. The HCA share of the receipt would need to be set aside to support delivery of affordable housing whilst the council share would be retained within the HRA to support future Housing initiatives.

45. Human Resources (HR)

46. Some additional administration work will be required in verifying applicants and making offers. This will be undertaken within existing staff and budget resources.

47. Equalities

48. The proposed scheme will widen opportunities for home ownership to groups who may be relatively disadvantaged and/or marginalised and to people who are in work but whose earnings are too low to purchase a suitable home on the open market.

49. Legal

50. Legal Services will advise on the terms of the HCA Grant Agreement.

51. Under s120 Local Government Act 1972, the Council has the power to acquire land and buildings by agreement.

52. Section 32 of the Housing Act 1985 requires that the consent of the Secretary of State (for Communities and Local Government) is obtained before the Council can dispose of any interest (including the grant of a lease) in property held for housing purposes.

53. Paragraph A3.1.1 of The General Housing Consents 2013 Order confers Secretary of State consent for disposal of housing property at market value. If the Council will be granting Shared Ownership leases for a price/consideration equal to market value then this general consent can be relied on and specific consent will not have to be sought from the Secretary of State. It is a condition of HCA funding that the Shared Ownership lease is granted at market value price.

54. There will also be conveyancing costs to the council for each home purchase and forward sale. It is proposed that an appropriate amount per property is set aside from the capital funding for this.

55. Crime and Disorder

56. There are no Crime and Disorder implications.

57. Information Technology (IT)

58. There are no IT implications.

59. **Property**

60. There will be a requirement for administration and checking of valuations and surveys that the purchaser has commissioned. There may be some need for Property Services to provide advice in the event of disputes.

61. **Other**

62. There are no other implications.

63. **Risk Management**

64. Customer demand: there is a risk that take-up from local residents is insufficient to deliver the required number of homes by 2021. This could result in being required to repay HCA funding and a breach of the HCA programme. Alternative uses would need to be found for the HRA investment funds allocated to the scheme.
65. Mitigation: Research undertaken in preparation for the bid showed a high level of demand for Shared Ownership homes in the City of York. Existing providers advise that new build and resale Shared Ownership opportunities tend to be over-subscribed, and 67 households are registered with the Help to Buy agent for a variety of Shared Ownership property types. Little marketing has been undertaken to promote this route historically, as most Shared Ownership development in the City is not currently advertised through the Help to Buy website.
66. There has been significant development of the mortgage provider market for Shared Ownership purchases in recent years, with interest rates becoming more competitive and loans up to 95% of the purchased share now common. The Help to Buy agent has advised that as many as 150 different mortgage products are now available, greatly enhancing customer choice.
67. Planned completions have been front-loaded to the first two years of the scheme, thereby building in time to identify alternative means of utilising the HCA grant funding and HRA capital investment should this prove necessary.

68. House price increases: If current house price trends continue the £168,000 average purchase price initially targeted for this scheme may become unrealistic in the later years of the programme.
69. Mitigation: Flexibility is built into the scheme in two respects: first, for purchasers to increase the initial share purchased above 50%; and second, to include a range of different property types which may be less expensive, e.g. apartments and smaller period terraces.
70. If due to continued price inflation or for any other reason insufficient properties can be identified for the “off the shelf” or customer-led schemes, alternative delivery routes will be considered. This could include mixed tenure developments in the council’s own build programme, and other future use of council-owned land. Ultimately there may also be an opportunity to switch the HCA funding to other rented or home ownership products.
71. Downturn in the housing market: There are risks with this investment including the impact of any downturn in the housing market soon after a purchase it made which would lead to a reduction in value of the purchased properties.
72. Mitigation: Evidence shows that most shared owners stay in their home for longer than five years and purchase additional shares over a longer period thus giving a longer time for any dips in the market to be smoothed over.

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Wards Affected:

All

For further information please contact the author of the report

Background Papers

Strategic Partnership with the Homes and Communities Agency for the accelerated delivery of housing' Executive 16th March 2017

Annexes

Annex 1 – Financial Modelling
Annex 2 – Customer Affordability

ANNEX 1: FINANCIAL MODELLING**Shared Ownership Affordable Housing Programme**

1. Tables one to three below demonstrate the financial implications of three different purchase scenarios under the proposed Shared Ownership scheme.
2. The council contribution has been reduced by £1,000 to take account of the legal and property related costs in administering the purchase and back-to-back forward sales of properties. A service charge will also be levied that includes the costs to the council of buildings insurance and basic management of the homes. These costs are anticipated to be approximately £20 a month.

Table One – Indicative financial modelling of Shared Ownership investment and HCA grant (initial scheme average)		
Total purchase price *	£168,000	
Purchase Percentage	50%	
Buyer Contribution	£84,000	50%
HCA grant	£42,500	25.3%
CYC contribution per unit	£41,500	24.7%
Rent at 2.75% p.a. of unsold share	£2,310/year £192.50/month	

Table Two – Indicative financial modelling of Shared Ownership investment and HCA grant (higher value property)		
Total purchase price *	£200,000	
Purchase Percentage	58%	
Buyer Contribution	£116,000	58%
HCA grant	£42,500	21.25%
CYC contribution per unit	£41,500	20.75%
Rent at 2.75% p.a. of unsold share	£2,310/year £192.50/month	

* The leaseholder is responsible for payment of a mortgage deposit, applicable stamp duty, their legal costs of purchase etc. Leaseholders are also responsible for 100% of the outgoings relating to the property and to keep the property in good and substantial repair and condition. The landlord is responsible for insuring the building and can set service charges to recover this cost and also for the costs of managing the property

Table Three – Indicative financial modelling of Shared Ownership investment and HCA grant (lower value property)		
Total purchase price*	£145,000	
Purchase Percentage	42.1%	
Buyer Contribution	£61,000	42.1%
HCA grant	£42,500	29.3%
CYC contribution per unit	£41,500	28.6%
Rent at 2.75% p.a. of unsold share	£2,310/year £192.50/month	

3. Tables four and five below demonstrate a capital and revenue return model for the council's position under the scheme up to 2029/30. The model is based on the following assumptions:

- Average purchase price £190,000 over the life of the scheme
- Average 1st purchase share 55.79%
- Council conveyance costs £1,000
- Average annual property value increase 2.5%

4. The numbers of customers staircasing are have been estimated based on conversations with housing association partners experience of shared ownership and is based on current market conditions.

Table Four – Estimated profile of purchases and investment over programme period			
	Cumulative purchases	Cumulative CYC investment	Cumulative HCA grant
Q3 17/18	10	£415,000	£425,000
Q4 17/18	15	£622,500	£637,500
Q1 18/19	25	£1,037,500	£1,062,500
Q2 18/19	35	£1,452,500	£1,487,500
Q3 18/19	45	£1,867,500	£1,912,500
Q4 18/19	55	£2,282,500	£2,337,500
Q1 19/20	65	£2,697,500	£2,762,500

* The leaseholder is responsible for payment of a mortgage deposit, applicable stamp duty, their legal costs of purchase etc. Leaseholders are also responsible for 100% of the outgoings relating to the property and to keep the property in good and substantial repair and condition. The landlord is responsible for insuring the building and can set service charges to recover this cost and also for the costs of managing the property

Table Five – Staircasing financial modelling					
	Average price	Customers staircasing to 80%	Customers staircasing from 80% to 100%	Capital return to HRA/RCGF*	Gross rental income
2020/21	£194,750	2	0	£94,300	£147,620
2021/22	£199,500	2	2	£176,400	£143,000
2022/23	£204,250	3	2	£230,050	£137,115
2023/24	£209,000	5	3	£378,400	£127,655
2024/25	£213,750	6	3	£438,750	£116,930
2025/26	£218,500	6	5	£535,900	£104,115
2026/27	£223,250	4	4	£394,800	£94,875
2027/28	£228,000	2	4	£292,800	£88,165
2028/29	£232,750	2	3	£252,350	£82,500
2029/30	£237,500	2	2	£210,000	£77,880
		34	28	£3,003,750	£1,119,855

5. Regarding the model assumptions it may be noted that the staircasing returns are not especially sensitive to price rises over time. For example, even raising the annual increase from 2.5% to 6% only raises the total return by 2029/30 under these assumptions from £3m to £3.5m.

* The RCGF is the Recycled Capital Grant Fund, which is capital retained by the council whose use is required to be for affordable housing investment by the Homes and Communities Agency.

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ANNEX 2: CUSTOMER AFFORDABILITY

Shared Ownership Affordable Housing Programme

1. The HCA provides an affordability tool to assess a shared ownership purchaser's individual circumstances and to determine the share that they are able to buy.
2. Tables 1-3 give several examples of the households who may benefit from the scheme and their circumstances. Mortgage costs are estimated based on products currently available on the market. For a 95% Loan to Value mortgage this is approximately 3.2% for open market and 4% for shared ownership customers.

Table 1: £168,000 home – 50% purchase		
	Shared Ownership	Open Market
Minimum household income	£31,000/year	£45,600/year
Deposit needed	£4,200	£8,400
Mortgage costs	£426/month	£774/month
Rent costs	£192.50/month	£0
Service charges ¹	£15/month	£0
Total monthly housing costs	£633.50/month	£774/month

Table 2: £200,000 home – 58% purchase		
	Shared Ownership	Open Market
Minimum household income	£42,600/year	£54,300/year
Deposit needed	£5,000	£10,000
Mortgage costs	£588/month	£921/month
Rent costs	£192.50/month	£0
Service charges ¹	£15/month	£0
Total monthly housing costs	£795.50/month	£921/month

¹ This includes buildings insurance costs that the council can recover.

Table 3: £145,000 home – 42% purchase		
	Shared Ownership	Open Market
Minimum household income	£24,000/year	£39,400/year
Deposit needed	£3,625	£7,250
Mortgage costs	£310/month	£668/month
Rent costs	£192.50/month	£0
Service charges ²	£45/month	£30/month
Total monthly housing costs	£547.50/month	£698/month

² Buildings insurance plus £30 per month of additional service charges are assumed for the Table 3 scenario as properties at this price level within York are most typically apartments.



Executive

18 May 2017

**Report of the Corporate Director of Economy & Place
Portfolio of the Executive Member for Transport & Planning**

Park & Ride Operator Procurement

Summary

1. This report provides details of the result of the evaluation of the tenders received for the provision of the Park & Ride bus service. Members are asked to approve the award of a contract for the provision of the service to the winning supplier, subject to minor amendments as the result of clarification of terms. Members are also asked to decide which (if any) enhanced specification items should be included at the start of the contract.

Recommendation

2. The Executive is recommended to approve option A:

Subject to minor amendments as the result of clarification of terms:

- a. To agree to delegate authority to the Corporate Director of Economy and Place to enter in to contract with the proposed supplier for the provision of Park & Ride services;
- b. To agree to the option for overnight parking arrangements at the Askham Bar and Monks Cross P&R sites;
- c. To reject at this time the options to extend the hours of site supervision or to provide extended evening P&R bus services;
- d. To delegate authority to the Corporate Director of Economy and Place for the procurement of a maximum of five days of additional Sunday opening hours to cater for special events on a case by case basis in consultation with the Executive Member for Transport and Planning.
- e. To note the additional future years costs (£85k) will be incorporated as growth within the budget that Council will consider in February 2018.

Reason: This course of action will ensure that the continued successful operation of the York Park & Ride network is guaranteed and which balances the Council's ambitions for improvement with a financially sustainable operating model.

Background

Current Position

3. Contracts for the Park & Ride operation were previously tendered in 1995, 2000 and 2007. The current operation commenced in February 2009. A procurement exercise undertaken in 2016 did not deliver any bids which could be accommodated within the Council's financial envelope. Following this, a twelve month extension was agreed with the present provider to enable continuity of service until a revised procurement could be completed.
4. The Park & Ride services have and will continue to be a key element in the transport system in the city. It has been successful (over four million passengers) in contributing towards management of traffic congestion and economic vitality of the city. If the Park & Ride is to continue to provide this essential service, then there needs to be further investment made in the future to maintain and enhance it.

Previous Park & Ride Reports to the Executive

5. Following the 2016 procurement exercise, the Executive gave approval for the undertaking of a comprehensive supplier engagement exercise to establish why the suppliers felt unable to bid for the contract. Following the completion of this exercise, options for a revised procurement of the Park & Ride service were presented to the Executive in December 2016.
6. The Executive approved the recommended approach to procure the service using a similar contractual arrangement to the existing agreement. It was agreed that a fully compliant Open procedure would be employed with a Most Economically Advantageous Tender (MEAT) evaluation methodology used to allow cost and quality elements to be assessed.
7. The services tendered were the management, supervision and provision of vehicles and drivers to enable the Park & Ride to operate from six sites and the maintenance of these sites.

8. The key elements of the tender were:
- Licence Fee
 - Service management
 - Capacity and frequency of service
 - Customer experience
 - Vehicles & emission standards
 - Fares

In addition, the tender requested that bidders provide prices for a number of optional extras which could be included if affordable.

Key Features of Procurement Process

9. The procurement has been undertaken under the close supervision of the Corporate Procurement Team to ensure that the correct process has been followed at all stages. The OJEU Notice was submitted in February 2017 inviting operators to respond to tender documents. The tender closed in late April 2017.

Options

10. The following options have been considered in this report with the overall financial implication of the recommended option identified. Detailed costing for each additional element is shown in confidential Annex 2. The justification for keeping this detailed information confidential is that if the winning bidder was to withdraw from the process, the Council would have released their financial tendering information to the public, which would prejudice future procurement processes and harm our future interests and commercial position.

Option A

11. Subject to minor amendments as the result of clarification of terms:
- a. To agree to delegate authority to the Corporate Director of Economy and Place to enter in to contract with the proposed supplier for the provision of Park & Ride services;
 - b. To agree to the option for overnight parking arrangements at the Askham Bar and Monks Cross P&R sites subject to the confirmation of detailed arrangements;
 - c. To reject at this time the options to extend the hours of site supervision or to provide extended evening P&R bus services;
 - d. To delegate authority to the Corporate Director of Economy and Place for the procurement of a maximum of five additional

Sunday opening hours to cater for special events on a case by case basis in consultation with the Executive Member for Transport and Planning.

Option B

12. Subject to minor amendments as the result of clarification of terms:
 - a. To agree to delegate authority to the Corporate Director of Economy and Place to enter in to contract with the proposed supplier for the provision of Park & Ride services;
 - b. To agree to the option for overnight parking arrangements at the Askham Bar and Monks Cross P&R sites subject to the confirmation of detailed arrangements;;
 - c. To accept the options to extend the hours of site supervision at all Park & Ride sites and to provide extended evening P&R bus services on the Askham Bar and Monks Cross routes;
 - d. To delegate authority to the Corporate Director of Economy and Place for the procurement of a maximum of five additional Sunday opening hours to cater for special events on a case by case basis in consultation with the Executive Member for Transport and Planning.

Option C

13. To reject the result of the procurement process and to ask officers to seek a further extension to the existing contract and to commence a new procurement exercise.

Analysis

Park & Ride Specification

14. Following the 2016 procurement exercise, the 2017 specification was revised in response to the issues raised by the eight companies consulted through the supplier engagement process. Variation from the previous procurement process included:
 - Relaxation of vehicle capacity requirements
 - Market freedom to determine the vehicle type used (e.g. single deck, double deck, articulated bus, etc)
 - Allowing bidders to nominate a contract start standard Park & Ride fare of between £2.80 and £3.10
 - Retention of all current Park & Ride bus stopping points

- Reduction of the level of supervision at Park & Ride sites to AM only
- Provision of a costed Authority proposal for management of the Park & Ride site maintenance, reducing the risk of tendering for bidders.

15. A copy of the specification is provided in Annex 1.

Tender Evaluation

16. The evaluation process was designed to compare the price and quality of the tenders using a MEAT approach with a 50:50 quality/cost split.

Quality Element

17. The quality element questions (as broken down in Table 1 below) were scored by a panel of three officers on a 0-5 basis and added to the % out of 10 for the base fare proposal to give a maximum possible score of 50%.

Table 1

	Category	Number of Questions in Category	Category Weighting
1	General	3	1.25%
2	Capacity	2	5.00%
3	Service Management	6	5.00%
4	Customer Interface	7	10.00%
5	Vehicles	2	1.25%
6	Depot	1	1.25%
7	Mobilisation	1	1.25%
8	Ultra-Low Emission Vehicles	1	15.00%
9	Supplementary information		Pass/Fail
10	Base Fare Proposed	1	10.00%
	Total	24	50.00%

Cost Element

18. The cost element was scored as per the breakdown at Table 2 (below), with the best bid (highest licence fee or cheapest extra costs) receiving full marks and then other bids to receive a % score relative to the best bid.

Table 2

1	Tendered annual licence fee	45.00%
2	Optional Extras	5.00%
	Price Element Total	50.00%

Results of Evaluation

19. Following confirmation that all bids received were compliant and valid, Officers undertook a full and comprehensive evaluation. The winning supplier scored highest over all evaluation categories.

Key Features of the Winning Supplier's Proposals

20. The winning supplier's proposals include the provision of new buses, additional capacity, and improved emissions standards. The key features of the new service are identified at Table 3 below.

Table 3

Licence Fee	£50,000 per annum indexed with inflation	
Number of Vehicles	Proposed	Current
	<u>Articulated</u> , Euro VI 6 new buses (for use on the Rawcliffe Bar service due to low bridges)	<u>Articulated</u> , Euro EEV 15 buses
	<u>Double deck</u> , Euro VI 18 new buses (replacing single deck & articulated buses)	<u>Double deck</u> None currently in use on Park & Ride
	<u>Single deck diesel</u> None proposed	<u>Single deck diesel</u> , Euro EEV 11 buses
	<u>Single deck</u> , fully electric 11 buses	<u>Single deck</u> , fully electric 11 buses

	<u>Double deck</u> , fully electric 3 new buses	<u>Double deck</u> , fully electric None currently in use on Park & Ride
	<u>Others</u> 4 additional Double deck diesel-electric hybrids for peak Saturdays (from city fleet)	<u>Others</u> Diesel buses from the city fleet are currently used for peak Saturdays
Type of Vehicle	Mercedes Benz Citaro G articulated Alexander Dennis Enviro 400MMC Optare Versa EV Optare MetroDecker EV	Mercedes Benz Citaro G articulated Wright-Volvo B7RLE Optare Versa EV
The new contract introduces 3 fully electric double deck buses to the York Park & Ride network. All diesel buses used on the Park & Ride network will be Euro VI. Additionally, by replacing 9 articulated buses with double-deck vehicles, significant improvements to fuel efficiency will be achieved.		
Service capacity	Greater capacity on Askham Bar, Designer Outlet, Monks Cross & Rawcliffe Bar. Similar capacity to current service on the Grimston Bar and Poppleton Bar routes.	
Service Management	Dedicated manager for service + single supervisor at each site – two sites with full time supervision, four sites with AM only supervision but with a PM mobile supervisor to address issues arising at any sites.	
Service frequency	Services throughout the day at a 10 minute frequency or better, dropping to every 15 minutes in the evening.	
Fare	The adult P&R return fare will increase from £2.90 to £3.10 in year 1, increasing within prescribed limits at the operator's discretion.	
Branding	Dedicated Park & Ride brand – Indicative designs presented in the bid. Final designs to be agreed.	
Ticketing	In addition to the existing cash, mobile phone app and smart ticket options, contactless bank card ticketing to be introduced	
Marketing	An annual budget committed for marketing & promotion of the service for the life of the contract of at least £75k per annum.	

Enhanced Specification

21. A number of items to enhance the Park & Ride service were included in the tender as optional extras to allow accurate costs to be established and enable the improvements to be instructed if affordable. These costs are outlined in confidential annex 2.
22. Members may wish to delay a decision on the additional items for consideration as part of the annual budget for future years. The recommendations are based on the items' contribution to service improvement and affordability within the contract.

Full Time Supervision at all Sites

23. The winning supplier has committed to a comprehensive supervision offer at Monks Cross Park & Ride. Further, they have committed to supervision for almost all of the day at Poppleton Bar. For the remainder of the sites, a dedicated supervisor will be in place until 13:30 each day (14:30 on Sundays). During the afternoon and evening, a mobile supervisor will be available and will have access to a vehicle to attend to issues arising at any of the sites.
24. For the past two months the current supplier has trialled withdrawal of PM supervisors at the four sites with very limited negative feedback. Given the scale of cost and the limited impact of the reduction in coverage, it is not recommended to take up this item.

Later Evening P&R Services to 23:00 at Askham Bar P&R or at Monks Cross P&R

25. To encourage longer visits to the city an option to extend the opening hours at one or more Park & Ride sites to 23:00 Monday to Saturday was included. This was largely in response to customer surveys and consultation with Visit York and others who indicated that such a move would potentially facilitate growth of the city centre evening economy.
26. Alternative prices were sought for provision of the later services on Friday and Saturday evenings only, with lower resulting costs for both services.
27. Members have the option to note the prices offered with a view to employing these options at a later stage. This is particularly

relevant with regard to the situation at Monks Cross as the Stadium development is likely to increase demand for evening Park & Ride travel.

Provision of Enhanced Sunday services 0900 – 2000

28. The last bus on a Sunday is significantly earlier than on Monday – Saturday. This item was included to enable the Council to request services for days when there is likely to be higher, later demand resulting from particularly busy Sunday events in York.

Overnight Parking Provision at Askham Bar & Monks Cross

29. This item requires that the supplier, working in partnership with the Council, provides the opportunity for Park & Ride users to park overnight in a secure parking environment. The site is only to be opened during bus operating hours and would enable a maximum 3 day parking duration.
30. The supplier would retain any overnight parking revenue but an annual per site fee would be payable to the Council.
31. This item would require capital expenditure to implement an entrance barrier system enabling such an arrangement. This has been budgeted for within the 2017/18 Capital Programme.
32. The ability to park overnight, would provide an opportunity for visitors to the City to park at a Park & Ride site en-route to their hotel accommodation or to access the rail network for a journey elsewhere lasting more than one day. This would reduce reliance on city centre parking, would produce pressure on the city centre highway network and would be attractive to hoteliers, B&B providers, etc. It would also, potentially, increase the attraction of York Station as an access point to the national rail network.

Additional Peak Saturdays (No cost)

33. The provision of additional capacity (approx. 4/ 5 vehicles) on specified days (Easter Saturday, August Bank Holiday Saturday, St Nicholas Fayre Saturday and all following Saturdays up to Christmas Day) is included in the core specification.

Boxing Day

34. The provision of a 15 minute frequency bus service operating from Askham Bar, Designer Outlet and Monks Cross on Boxing Day is included in the core specification.

Summary of Option A implications

35. Table 4 below indicates the optional service elements included under option A. Costs are provided in Confidential Annex 2.

Table 4

Item	Included
Tendered licence fee	Included
Askham Bar Extended Opening	Not included
Monks Cross Extended Opening	Not included
Enhanced site supervision	Not included
Overnight parking at Askham / MX	Included
Enhanced Sunday operating hours	Case by case

Summary of Option B implications

36. Table 5 below indicates the optional service elements included under option B. Costs are provided in Confidential Annex 2

Table 5

Item	Included
Tendered licence fee	Included
Askham Bar Extended Opening	Included
Monks Cross Extended Opening	Included
Enhanced site supervision	Included
Overnight parking at Askham / MX	Included
Enhanced Sunday operating hours	Case by case

Option C implications

37. The financial or service delivery implications of rejecting this procurement process and returning to the market for a third occasion can not be forecast. They do, however, carry a significant level of risk in terms of both the short and longer term continued delivery of the York Park & Ride network.
38. If the Executive decides to reject this procurement no arrangements exist for the continued delivery of Park & Ride services beyond January 2018.
39. Members should also note that there is a legal risk in seeking a further extension to the existing contractual arrangement. This is due to the restriction placed upon local transport authorities setting the maximum term for local bus service contracts.

Consultation

40. In preparation for the issuance this procurement process, the Procurement, Legal, Financial, Property, Transport and Air Quality teams within the Council all worked closely together to ensure that the proposals are aligned to corporate policy and priorities.
41. All of the operators registering interest in the previous (2016) tender were invited to meet with the Council to discuss alterations which could be made to the contract specification to improve its attractiveness to the market. Eight operators took up this opportunity.
42. Consultation on this report has been held with Procurement, Legal, Financial and Transport to ensure that the proposals are acceptable. No external consultation has been undertaken but a customer satisfaction survey was carried out in December 2015 to determine the views of the existing users, and these were used to inform the preparation of the specification.

Corporate Priorities

43. The Park & Ride service is a key element of the Council's transport strategy set down in the Local Transport Plan. In addition it supports the Council's strategy to increase the use of public and environmentally friendly modes of transport. Park & Ride also

provides the capacity for the City to grow in transport terms to accommodate the emerging Local Plan.

Implications

44. The provision of a successful and efficient Park & Ride service is essential for the continued prosperity of the city and the desire to reduce congestion and improve air quality in the city centre. There are implications across a wide range of areas both within the Council and externally.

Financial Implications

45. The net income and expenditure for 2017/18 and 2018/19 onwards are shown below including estimated income based on the recommended option being accepted.

	2017/18	2018/19
	£'000	£'000
Budget	104	170
Forecast Income	143	85
Variance	+39	-85

46. In 2017/18 there is a forecast surplus of £39k however this is anticipated to be required to fund the residual risk and reward claim relating to Poppleton Bar Park and Ride.
47. In 2018/19 there will be a shortfall of £85k. Should Members accept this tender this will need to be included as further growth in the 2018/19 budget.
48. It is possible that this income can be increased over the course of the contract through increased advertising.
49. **Human Resources (HR)** There are no Human Resource implications for staff employed by the Council.
50. **Equalities** There are no equalities implications if the concessionary fares provision is maintained as existing.
51. **Legal** Legal advice has been provided identifying the procurement, contractual and competition issues which have been addressed in the contract documents. It is proposed to lease the Park & Ride sites to the operator.

- 52. **Crime and Disorder** There are no crime and disorder implications.
- 53. **Information Technology (IT)** There are no IT implications. The supply of additional on bus equipment to enable the provision of real time information and the better management of the service is included in the contract.
- 54. **Property** There are no property implications with the proposed operation.
- 55. **Other** None.

Risk Management

- 56. In compliance with the Council's risk management strategy the main risks that have been identified in this report are those which could lead to financial loss, non-compliance with legislation, damage to the Council's image and reputation and failure to meet stakeholders' expectations. However measured in terms of impact and likelihood, the score for all risks has been assessed at less than 16. This means that at this point the risks need only to be monitored as they do not provide a real threat to the achievement of the objectives of this report.

Contact Details

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Neil Ferris
Corporate Director of Economy and
Place

**Report
Approved**



Date 8/5/17

Specialist Implications Officer(s) *List information for all*

Financial Implications

Patrick Looker

Finance Manager

Tel No.551633

Procurement Implications

Phill Monk

Commercial Procurement Category Manager

Tel No. 551137

Wards Affected: *List wards or tick box to indicate all*

All



Additional Information

Background Papers:

Park and Ride Reports to Executive 13 October 2016 and 8 December 2016

Annexes

Annex 1 Park & Ride Specification
(ITT Part 2 Specification Appendix 2 Passenger Numbers –
Smartcard split is available online)

Annex 2a Regulation 5 Notice (regarding confidential annex)

Annex 2 Financial Information (Confidential)



City of York Council

Invitation to Tender for York's Park and Ride Service

PART 2: SPECIFICATION

Issue Date: 21st February 2017

Tender Return Date: 27th April 2017 by 1200 hrs

www.yortender.co.uk

PARK & RIDE SERVICE SPECIFICATION**CONTENTS**

1. <u>GENERAL</u>	
2. <u>ROUTES</u>	
3. <u>OPENING HOURS</u>	
4. <u>CAPACITY</u>	
5. <u>FARES</u>	
6. <u>TICKETING</u>	
7. <u>VEHICLES</u>	
8. <u>REAL TIME INFORMATION SYSTEM</u>	
9. <u>MANAGEMENT OF SERVICE</u>	
10. <u>CUSTOMER CARE</u>	
11. <u>MAINTENANCE</u>	
12. <u>CLEANING</u>	
13. <u>MONITORING</u>	
14. <u>PERFORMANCE INDICATORS</u>	
15. <u>MARKETING</u>	
<u>ANNEXES</u>	See separate documents
Annex 1 Route Plans	
Annex 2 Site Plans	
Annex 3 Site Details	
Annex 4 Route Details and Bus Stops	
Annex 5 Route Capacities	
Annex 6 Park & Pedal administration	
Annex 7 Grounds Maintenance	
Annex 8 Cleaning of Toilets and Public Areas	
Annex 9 Smart Ticketing Specification	
Annex 10 Green Bus Fund conditions	

PARK & RIDE SPECIFICATION

1 GENERAL

The following Specification includes the core requirements for the service and optional enhancements which may be instructed and included during the contract period if required. It is the objective of the Authority as part of the Local Transport Plan strategy to continue the sustained growth in the number of Park & Ride users. The Operator and Authority shall work together to achieve a year on year increase in Park & Ride user numbers.

The main objective of the Park & Ride service is to reduce congestion in the city centre. This is principally achieved by encouraging motorists to park at the Park & Ride sites and make use of the high quality and frequent bus service. Users may also cycle, walk or be dropped off at the sites and use the bus service. In addition some users of the car parks may park and cycle into the city centre. The bus Operator shall promote all of these options when marketing the service and not hinder any user of the Park & Ride sites who wishes to cycle from the sites. At Monks Cross validation of the car park tokens will be required free of charge for users who park and then cycle to the city centre from the site. A similar form of access restriction may be implemented at other Park & Ride sites during the life of this agreement.

2 ROUTES

The Operator shall be responsible for providing the bus service and managing the sites for all of the six Park & Ride services provided by the Authority. See Route Plans in Specification Annex 1. The Operator shall be responsible for (including payment of any fees) the registration, amendment and deregistration of the routes with the Traffic Commissioner.

2.1 ROUTES

	Current Route Number	Current Route Branding
Askham Bar	3	White Line
Grimston Bar	8	Yellow Line
Rawcliffe Bar	2	Green Line
Designer Line	7	Red Line
Monks Cross	9	Silver Line
Poppleton Bar	59	Turquoise Line

2.2 NOMINAL ROUTES

The routes for each Park & Ride service are shown below. Detailed Routes are indicated in Specification Annex 4.

2.2.1 Askham Bar

Askham Bar Site via bus only link to Moor Lane/Tadcaster Road Roundabout to City Centre and return to the Askham Bar Site.

2.2.2 Grimston Bar

Grimston Bar Park & Ride site to City Centre via Foss Islands Retail Park and return to Grimston Bar Park & Ride site via Walmgate.

PARK & RIDE SPECIFICATION

2.2.3 Rawcliffe Bar

Rawcliffe Bar Park & Ride site to City Centre via National Railway Museum and return to Rawcliffe Bar Park & Ride site via Bootham.

2.2.4 Designer Outlet

Designer Outlet Park & Ride site (to City Centre and return to Designer Outlet Park & Ride site via St. Nicholas Way).

2.2.5 Monks Cross

Monks Cross Park & Ride site to City Centre (Loop around Shopping Centre and Monks Cross Drive) and return to Monks Cross Park & Ride site.

Monks Cross is currently operating on a diversionary route to enable the building of the forthcoming Community Stadium. The Authority shall provide the Operator with not less than 70 days notice of a requirement to revert the operation to the normal route.

2.2.6 Poppleton Bar

Poppleton Bar Site to the City Centre, returning to the Poppleton Bar Site.

2.3 ROUTE BUS STOPS

The list of bus stops which are to be used by the Park & Ride services are indicated in Annex 4. The bus stops are generally as already operated except on the Designer Outlet route where the number of stops may be reduced.

2.4 ADDITIONAL MILEAGE

The Operator shall allow in their contract price for any additional mileage costs incurred due to road works and/or diversions due to other interruptions.

3 OPENING HOURS

The Operator shall be responsible for operating the service from the sites in accordance with the following schedule which shows the times of the first bus from the Park & Ride site and the time of departure of the last bus from the city centre (from furthest stop away from Park & Ride site e.g. Tower Street on Askham Bar Route). The sites shall be opened and manned by the supervisor from 15 minutes before the first bus until at least 13:30. The Operator shall lock and leave the sites no less than 15 minutes after the last bus has arrived and all customers have left the site.

PARK & RIDE SPECIFICATION

3.1 NOMINAL OPERATING HOURS

The table below shows the nominal operating time for the Park & Ride service. Times shown are for the departure of the first bus from the Park & Ride site and the time of departure of the last bus from the city centre to the Park & Ride site. The last bus from the Park & Ride site to the city centre shall not leave more than 15 minutes before the end of the nominal operating time.

	Askham Bar	Grimston Bar	Rawcliffe Bar	Designer Outlet	Monks Cross	Poppleton Bar
CORE REQUIREMENTS						
Monday to Saturday	06:00 to 20:00	07:00 to 20:00	07:00 to 20:00	07:00 to 20:00	07:00 to 21:30	07:00 to 20:00
Note: Last bus from the Designer Outlet on Thursdays for late night shopping shall leave at 20:20 (21:30 Christmas Period)						
Sunday	09:30 to 18:00	09:30 to 18:00	09:30 to 18:00	09:30 to 18:00	09:30 to 18:00	09:30 to 18:00
Late Night Shopping Days (one day per week from the York Christmas lights switch-on up to Christmas)	06:00 to 21:30	07:00 to 21:30	07:00 to 21:30	07:00 to 21:30	07:00 to 21:30	07:00 to 21:30
Designer Outlet Late Night Shopping (Monday to Saturday - 4 weeks up to Christmas)				07:00 to 21:30 (Sat 20:00)		
Christmas Eve and New Years Eve (except Sunday)	06:00 to 18:00	07:00 to 18:00	07:00 to 18:00	07:00 to 18:00	07:00 to 18:00	07:00 to 18:00
Christmas Day	No Service	No Service	No Service	No Service	No Service	No Service
Boxing Day	07:00 to 18:45	No Service	No Service	07:00 to 18:45	07:00 to 18:45	No Service
New Years Day	No Service	No Service	No Service	No Service	No Service	No Service
Special Events	By Agreement	By Agreement	By Agreement	By Agreement	By Agreement	By Agreement

4 **CAPACITY**

4.1 **FREQUENCY**

The maximum time between buses departing from the Park & Ride sites and city centre stops for all services shall be as shown in the table below. The actual frequency required to achieve the specified route capacity may be greater than the minimum indicated. The service shall be marketed as a 'frequent service'.

Minimum Frequency (Weekday)				
	Monday to Friday			
Route	Before 07:00	07:00 to 19:00	After 19:00 except late night shopping	Late Night Shopping (All sites inc. Designer Outlet)
Askham Bar	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Grimston Bar		10 Minutes	15 Minutes	10 Minutes
Rawcliffe Bar		10 Minutes	15 Minutes	10 Minutes
Designer Line		10 Minutes	15 Minutes	10 Minutes
Monks Cross		10 Minutes	15 Minutes(*)	10 Minutes
Poppleton Bar		10 Minutes	15 Minutes	10 Minutes

Minimum Frequency (Weekend)				
	Saturday			Sunday
Route	Before 08:30	08:30 to 19:00	After 19:00	All Day
Askham Bar	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Grimston Bar	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Rawcliffe Bar	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Designer Line	15 Minutes	10 Minutes	15 Minutes	10 Minutes
Monks Cross	15 Minutes	10 Minutes	15 Minutes(*)	10 Minutes
Poppleton Bar	15 Minutes	10 Minutes	15 Minutes	10 Minutes

(*) For Monks Cross, the Operator is entitled to reduce the Monday – Saturday frequency after 20:00 but must ensure that a last bus service is provided at approximately 21:30.

The Boxing Day frequency should be not less than every 15 minutes for the duration of the operating day.

4.2 **CURRENT CAPACITY**

Capacities for the current Park & Ride operation are shown in Annex 5 of the Specification for each route for the following periods:

- Monday to Friday (term time)

- Monday to Friday (holiday)
- Saturdays
- Peak Saturdays
- Sundays

The Operator must provide proposed hourly capacities for each route. Whilst there is no minimum capacity requirement, it must be shown that the capacities are sufficient that no passenger will have to wait more than 15 minutes for a Park & Ride bus at any time of the operating day.

4.3 CIRCULATION TIME

The table below shows the current circulation times for each route.

For preparation of timetables and the provision of the service the Operator shall indicate their proposed circulation times for each route. The Operator may request that their proposed circulation times are altered to suit actual journey times after the service has been in operation for a minimum of three months. The Operator shall provide justification, including actual journey times recorded by the Real Time Information system, for any adjustment. The Authority shall consider the request and will respond within 10 business days.

Minimum Circulation Times (including five minutes layover at Park & Ride Sites)#					
Route	Mon-Fri		Saturday		Sundays and Off Peak times
	am peak times 08:00 – 10:00	pm peak times 16:00 – 18:00	am peak times 08:00- 10:00	pm peak times 16:00 – 18:00	
Askham Bar	45	45	35	50	35
Grimston Bar	40	40	40	40	35
Rawcliffe Bar	40	40	40	45	35
Designer Line	50	55	45	45	40
Monks Cross*	60	60	50	60	50 (40 exc. loop)
Poppleton Bar	60	55	55	55	45

Additional layover time may be required for electric vehicle charging where such vehicles are employed

*Including loop around Shopping Centre

4.4 TIMETABLES

The Operator must provide vehicle resources to ensure that, as far as possible, available seating capacity matches demand at each bus stop throughout the operating day. The objective should be to ensure that if customers are occasionally left, due to the bus being full, they can be accommodated on the following vehicle. As a minimum the Operator shall provide a bus service frequency to comply with the minimum requirements set out in the specification.

The Operator shall make every reasonable effort to operate the service in adverse conditions of snow, ice, fog, flood or any other extraordinary conditions. The final decision to operate or not in these circumstances is left to the judgement of the Operator. The Operator shall advise the Authority as soon as possible of any decision not to operate the service in such extreme circumstances and take all possible steps to advise service users of the suspension of service and the reasons for it.

The timetables and service provided shall comply with the frequency requirements of the specification. The service shall be operated such that a regular headway is maintained. Layover of vehicles shall only occur at the Park & Ride sites and not in the City Centre.

Separate timetables shall be prepared for each of the following periods.

Period	Duration
Monday to Friday Term-time	All year except holiday period identified below.
Monday to Friday Holiday – Period (timing to match City of York school timetable)	Easter Holidays, Summer Half Term, Summer Holidays, Autumn Half Term, Christmas Holidays, Spring Half Term.
Standard Saturday	All Saturdays in Year except Peak Saturdays identified below.
Peak Saturday	Easter Saturday, August Bank Holiday Saturday, 'St Nicholas Fayre' Saturday (*) and all subsequent Saturdays up to Christmas Day.
Sunday	All Sundays throughout year.
Boxing Day	26 th December

(*) This shall be the third Saturday in November.

4.5 APPROVAL OF TIMETABLES

A minimum of three months prior to the commencement of the service the Operator shall submit detailed timetables which comply with the specification requirements for the approval of the Authority. The Operator shall submit timetables and capacity information which demonstrate that the minimum requirements for frequency are met. The information shall include the number and type of vehicles (including number of seats and total capacity) and hourly capacities proposed for each route for each of the specified periods. The information for approval shall include vehicle types and equivalent capacities proposed to be provided per hour in the same format as the specification to allow comparison. The approved timetables shall be used as the baseline to measure the performance of the service.

The operation of the service and performance information shall be monitored by the Operator (and Authority) and adjusted timetables, as required (with justification), issued to the Authority for approval. The Operator shall provide a minimum of 10 working days notice of the intention to vary the approved timetables. If approved by the Authority as an appropriate response to

maintaining customer service standards, the Operator and Authority will co-operate to implement the variation as soon as possible, subject to the approval of the Traffic Commissioner. All variations shall be approved by the Authority prior to submission to the Traffic Commissioner.

4.6 PEAK SATURDAY SERVICE REQUIREMENTS

For the busiest Saturdays of the year it is essential that the service operates as efficiently as possible with minimum boarding and circulation times. The operator shall provide Staff to sell tickets to queuing customers at each site at peak morning periods (9:00 to 12:00).

Any additional vehicles to meet the Operator's proposed capacity requirement must be ITSO smart and RTI enabled (see Section 8) to enable management of the service, provide real-time information for customers and be capable of operating rising bollards if required.

The desire is for all of the Park & Ride vehicles to be to the core specification at all times, however, the following relaxation of the standard specification will be permitted for any additional vehicle required above the standard Saturday requirement:

- Vehicles in the Operator's standard livery may be used to provide the additional capacity. Additional identification signage shall be provided at the front, rear and side of the vehicles to clearly show 'Park & Ride'.
- Vehicles must be a minimum of Euro V compliant, registered no earlier than October 2008 and meet the same specification as the main Park & Ride fleet in all other respects.

5 FARES

5.1 PARK & RIDE FARES

The following fares shall be charged for all customers who travel from the Park & Ride site to the city centre. The Operator shall be responsible for collecting and accounting for all fares.

Standard Return Fare

The standard fare for return travel for adults from the Park & Ride sites at contract commencement shall be submitted by the Operator within the range indicated in clause 5.8 of this specification. This fare will always be rounded to the nearest 10p.

Accompanied Children

Up to three children (up to and including 16 years old) shall travel free when accompanying an adult (fare paying and concession). Children shall accompany the adult at all times whilst travelling.

Young Children

All children up to their 5th birthday shall travel for free.

Accompanied Children in excess of three per adult (5 to 16 years old inclusive)

Children in excess of three per adult passengers shall be charged at half of the Park & Ride Standard Return Fare.

Unaccompanied Children (5 to 16 years old inclusive)

Unaccompanied children shall be charged at half of the Park & Ride Standard Return Fare.

Unaccompanied Young people (16 to 18 years old inclusive)

The Operator shall determine the fare discount for 16 to 18 year old passengers. For the avoidance of doubt, this shall be no more than the Standard Return Fare.

Single Fares

Passengers who require a single ticket shall be charged a fare for the route determined by the Operator (see 5.3 below).

5.2 DISCOUNTED FARES

The Operator shall provide an ITSO standard smart card based discount fare scheme for regular users of the Park & Ride service. The Operator shall extensively market the discounted fare arrangements to encourage customers to make regular use of the service. The following products will be made available on the Park & Ride platform:

‘Carnet of day tickets’

A carnet of day tickets shall be sold as a minimum of 5 units (days). The price per unit (day) shall be 90% of the standard adult return fare rounded to the nearest 5p.

Weekly

The cost of a weekly discounted ticket shall be equivalent to the cost of 4 adult return fares.

Monthly

The cost of a monthly discounted ticket shall be equivalent to the cost of 16 adult return fares.

Annual

The cost of an annual discounted ticket shall be equivalent to the cost of 10 monthly discounted tickets.

Offers

The operator is entitled to provide further discounts on the Standard Return Fare, eg off-peak, weekend or group products. For the avoidance of doubt, any offer should be valid for travel from all Park & Ride sites.

5.3 NON-PARK & RIDE FARES

The Operator shall be responsible for setting all other fares including for any passengers who first board at stops other than the Park & Ride car parks e.g. intermediate stops including the city centre. Fares shall be set at a level comparable to those offered by operators of other bus services along or in the vicinity of the routes to ensure compliance with relevant legislation and Competition and Markets Authority requirements. The Operator shall notify the Authority (City of York Council) in advance of the publication of any revised fare structure.

5.4 CONCESSIONARY FARES

The Authority has determined that journeys commencing from Park & Ride sites are not eligible for free travel under the terms of the York and North Yorkshire Concessionary Travel Scheme. Such journeys require payment of a fare as specified by the Authority in respect of the "special amenity element" of such services (as defined in article 4 of the Travel Concessions (Eligible Services) (Amendment) Order 2009). A Concessionary Return Fare will be payable by all ENCTS pass holders commencing their journey at any Park & Ride site from 9:00am Monday to Friday and all day on weekends and bank holidays. The Operator will collect the Concessionary Return Fare from passengers and will transfer the income for such fares to the Authority on a monthly basis. The Authority will reimburse the Operator for such trips at a rate comparable with other local journeys under the terms of the North Yorkshire and York Concessionary Fares Scheme. In addition the Operator shall provide details of the number of concessionary travellers by route on a monthly basis.

The Park & Ride Concessionary Return Fare shall only be levied for journeys originating from the Park & Ride sites. For all single or return journeys commencing from intermediate calling points or from the city centre, the Park & Ride Concessionary Return Fare shall not apply. For journeys commencing before 9:00am Monday to Friday, the only concession available will be for holders of a York blind person's pass. The Park & Ride Concessionary Return Fare will be 35% of the Standard Return Fare, rounded to the nearest 10p.

Single or return journeys commencing from intermediate stops or the city centre will be reimbursed on the basis of the Authority's published concessionary travel scheme.

5.5 AUTHORITY MONITORING TICKETS

The Operator shall provide two passes to the Authority which enables free travel across the Park & Ride network for the purpose of monitoring and promotion of the service.

5.6 CONTRACT TICKETS

The Operator may enter into contract arrangements to provide transport for major employers in the area. The Operator shall provide details of the

arrangements (excluding financial terms) for the approval of the Authority. Contract arrangements will be permitted if the Operator can demonstrate that the performance of the service and core operation is unaffected. Approval will be withdrawn if the quality of the service is detrimentally affected by the arrangement e.g. capacity not available for Park & Ride passengers. Approval will only be granted if the employer and or Operator can demonstrate to the Authority that the contractual arrangement is being entered in to for employees who are parking and using the Park & Ride bus service rather than just making use of the car park.

5.7 BOXING DAY OPERATION

The Operator shall provide a bus service at a minimum of three (3) Sites (Askham Bar, Designer Outlet and Monks Cross) on Boxing Day in each Contract Year.

5.8 VARIATIONS TO FARES

5.8.1 FARES AT CONTRACT START

The standard fare for return travel for adults from the Park & Ride sites at contract commencement shall be submitted by the Operator. The permissible range for the Standard Return Fare at the Contract Start Date shall be between £2.80 and £3.10, rounded to the nearest 10p.

5.8.2 VARIATIONS TO FARES DURING CONTRACT PERIOD

The Operator may alter the Standard Return Fare within a permissible range of £2.80 to £3.50 (rounded to the nearest 10p), not more than once per annum, and by not more than 10p on each occasion. For the avoidance of doubt, the first fare variation must be a minimum of 12 months from the contract start date.

The upper (£3.50) limit shall be revised in line with the following indices published by the Office for National Statistics, as relevant as possible to the costs of commercial transport provision:

- CPI (ONS Series ID D7BT) (weighting 10%)
- Maintenance of motor vehicles (ONS Series ID DOCT) (weighting 15%)
- Average Weekly Earnings (Transport and Storage) (Table Earn03 ref.K5B7) (weighting 60%)

15% of the weighting shall be made up of the proportionate split of the following weighting, equivalent to the proportion of Diesel or Electric vehicles in operation:

- Petrol and oil prices (ONS Series ID DOCU)
- Electricity prices (ONS Series ID D7DT)

6 TICKETING

6.1 TICKETING EQUIPMENT

6.1.1 ON BOARD AND SUPERVISORS' TICKET MACHINES

The Operator shall provide and maintain all on board and Site Supervisors' ticketing machines for the provision of tickets and recording of passenger numbers and types. The ticket machines shall also be used to separately record non-paying passengers for monitoring and accounting purposes. The equipment must be capable of facilitating the production of Real Time Information. The ticket machine will allow the use of ITSO smart cards to register journeys including concessionary passengers. The ticket machine shall have the capacity to issue a paper ticket as appropriate to allow inspection and enable revenue protection.

6.1.2 SMART TICKET KIOSKS

The Authority owns and shall provide 11 unattended ticket kiosks located at the Park & Ride sites for the purposes of smart ticket sales. One of the kiosks is located at the Designer Outlet with two kiosks located at each of the other Park & Ride sites. For the avoidance of doubt, with the exception of any back office software upgrades which shall be the responsibility of the Authority, maintenance of the kiosks will be the responsibility of the Maintenance Provider. Should the Operator wish to cease to use the kiosks as a ticket sales option, the Operator shall make a request to the Authority to do so. Any decision to agree to such a request shall be at the Authority's sole discretion.

The Operator shall ensure that the kiosks are functioning correctly during site opening hours and shall notify the Maintenance Provider of any faults. The Operator shall ensure that the kiosks are kept supplied with blank smartcards and paper receipt rolls. The kiosks should be the primary point of sale for smart ticketing products. A copy of the service level agreement for the kiosks is included at Annex 9 to this specification.

6.2 SMART CARDS

The Operator shall ensure that its on bus ticket machines are compatible with the ITSO standard and loaded with the York Park & Ride products. The Authority shall be the product owner for the York Park & Ride products. A copy of the ITSO specification for the Park & Ride products is included at Annex 9 to this specification.

The design and specification of the smart cards to be used must be agreed by the Authority. The smart cards can also store operator-specific and multi-operator products. The Operator will cooperate with the Authority to enable this to happen.

6.3 FURTHER TICKETING OPPORTUNITIES

It is envisaged that ticketing technology will develop during the life of this contract. The Operator shall work with the Authority to identify possible new payment opportunities which would improve the Park & Ride customer offer. These might include, but not be limited to, contactless bank card or mobile phone payment mechanisms.

6.4 INTEGRATED TICKETING ARRANGEMENTS

To encourage public transport usage the Authority has worked with the City's Operators to deliver a multi-operator ticket for the City (branded 'All York'). The 'All York' range of products enables customers to travel on the Park & Ride service and on all other registered local bus services in the City of York area. The Park & Ride service is included in this citywide arrangement and the Operator will be required to participate fully. Operation and management of the 'All York' suite of products, including re-apportionment arrangements, are agreed through the York Quality Bus Partnership (QBP) and the Park & Ride Operator will be a voting member of the York QBP ticketing sub-group. The 'All York' ticketing agreement is available from the Authority on request.

7 VEHICLES

7.1 APPROVAL

The Operator shall gain approval from the Authority (including branding) prior to the purchase of any vehicles to enable compliance with the specification to be confirmed. All vehicles shall conform to the recommended specifications applicable to the services published from time to time by the Disabled Persons Transport Advisory Committee (DPTAC).

7.2 TYPE

The Operator shall determine and advise the Authority of the type and number of vehicles it intends to use to provide the service. Double-deckers will be permitted on all routes except Rawcliffe Bar (low bridge). For the provision of any additional capacity required for the service on peak Saturdays only, Euro 5 (or better) vehicles are permitted. Additional identification signage shall be provided at the front, rear and side of these vehicles to clearly show 'Park & Ride'.

7.3 VEHICLE AGE

All Euro 6 diesel vehicles to be used on the service shall be registered not earlier than six months prior to the commencement of the contract period. All vehicles provided to replace any vehicles no longer used on the contract shall be new or meet Ultra Low Emissions criteria with approval from the Authority prior to commencement in service. For additional peak Saturday capacity requirements, all vehicles must meet Euro 5 emissions requirements and be registered no earlier than October 2008.

7.4 VEHICLE EMISSIONS

The Authority is working to implement a Clean Air Zone in York city centre in declared Air Quality Management Areas (which are regularly experiencing very poor air quality). Diesel buses are a significant contributor to particulate and No_x emissions. To this end, a minimum of two routes or 12 vehicles (whichever is the greater) are required to meet Ultra Low Emission Vehicle standards. Any vehicles used on the core Park & Ride network which do not meet ULEV standard must be a minimum Euro 6 diesel standard.

7.4.1 ULTRA-LOW EMISSION VEHICLE DEFINITION

All ULEVs must conform to the Ultra-Low Emission Bus standard.

An Ultra Low Emission Bus (ULEB) has 50% less NO₂ and particulates than an Euro 6 certified engine or equivalent and delivers at least 50% Well-To-Wheel (WTW) greenhouse gas (GHG) savings compared with a diesel bus of equivalent passenger capacity with a Euro 5 engine over the new LowCVP UK Bus (LUB) test procedure.

7.5 VEHICLES FOR CONTRACT YEAR ONE

If the Ultra Low Emission Vehicles are not available for use at commencement of the contract (e.g. due to manufacturing lead times), then the Operator shall provide good quality Euro 5 (or better) standard vehicles (less than five (5) years old) in lieu of the Ultra Low Emission vehicles until such time as these are available. In any event, Ultra Low Emission vehicles must be in operation not more than one year from the commencement of the contract. Any such Year 1 buses shall be Park & Ride branded.

7.6 ACCESS STANDARDS

Buses shall be low floor 'kneeling' models meeting the latest PSVAR disability access requirements with manual ramps for wheelchair access provided as a minimum. All vehicles shall provide space internally for at least one wheelchair.

7.7 INFRASTRUCTURE

The existing infrastructure can accommodate articulated vehicles on the Askham Bar, Designer Outlet, Grimston Bar, Poppleton Bar and Rawcliffe Bar routes.

The Operator shall be responsible for the cost of any infrastructure improvements required as a result of the vehicles chosen. The Operator should note that it is unlikely that articulated vehicles could be used on the Monks Cross route owing to constraints at the Coppergate/Clifford Street junction and on the bus-only route within the confines of the Monks Cross Shopping Centre.

7.8 GREEN BUS FUND

The Authority successfully secured £186,125 from the Government's Green Bus Fund (round 4) in 2013. This funding is made available to operators as per the information provided at Annex 10.

7.9 SEATING

Seating shall be individual, body contoured 'urban' type covered in fabric material or leather (not pvc or vinyl).

7.10 DRIVER SECURITY SCREENS

To facilitate interaction between drivers and passengers, Park & Ride vehicles must not be fitted with driver assault screens with the exception of any additional vehicles required for the delivery of the Peak Saturday timetable.

7.11 LUGGAGE PEN

Vehicles shall include a luggage pen for carrying shopping, folded down pushchairs etc.

7.12 CUSTOMER WIFI

All buses to be used on the Park & Ride service shall be equipped with free to use customer Wi-Fi. Access to the Wi-Fi network may require the customer to provide contact details with the option for this to be used for marketing purposes. This information should only be requested on first use by any given device.

7.13 BRANDING

All vehicles to be used on the Park & Ride service shall be branded externally and internally to ensure distinction between the other service vehicles in use around the city. The branding shall be submitted for approval by the Authority and comply with the following:

- Park & Ride vehicles shall be liveried to an approved design which shall be significantly different to any of the liveries used by the Operator on any of their non-Park & Ride services.
- A York Park & Ride logo (to be agreed with the Authority) shall be placed prominently (length of logo to be at least 25% of the vehicle width/length) on the sides, front and rear of the vehicles.
- 'Park & Ride Service operated in partnership with City of York Council' or similar (to be agreed) signs shall be placed on the sides and rear of the vehicles.
- Fully automated illuminated indicator and destination boards meeting DPTAC recommendations shall be provided at the front and close to the near side door. Boards shall indicate that the vehicle is operating the Park & Ride service, the name of the route, the destination and the colour/number of the route.
- An indicator board at the rear of the vehicle shall identify the number or name of the route.

7.14 CLEANING

All vehicles shall be maintained in a clean and tidy state at all times. The Operator shall ensure that all vehicles are cleaned inside and outside daily prior to the morning start. All inside windows are to be cleaned and polished at least once a week. Any graffiti, whether inside or outside, must be removed on the day it appears. Vehicles must not enter service with external graffiti present. Regular checks (maximum hourly) of the interior of the vehicles shall be undertaken by the supervisors or driver and litter removed as necessary.

7.15 MAINTENANCE AND INSPECTION

The Operator shall maintain all vehicles to the highest standard to ensure reliability and quality of service. The Operator shall issue the results of all statutory inspections to the Authority on a six monthly basis.

7.16 PARKING/GARAGING OF VEHICLES

The Operator shall ensure that all Park & Ride or other vehicles required to operate the service are parked/garaged off the highway on land that has valid planning permission for such purposes. Overnight parking of vehicles will not be permitted at Park & Ride sites unless the necessary planning permissions and security measures have been agreed between the Operator and the Planning Authority.

7.17 REPAIR OF DEFECTS

Any defects on the vehicles including bodywork and paintwork damage shall be repaired to the original standard within 14 days. Significant defects and date of repair shall be listed in the monthly reports. If a vehicle is rendered inoperable by virtue of an accident or other defect for more than 14 days, the Authority should be alerted and given details of the temporary replacement vehicle. The temporary replacement vehicle must meet ULEV or Euro 6 vehicle standards, meet the contract vehicle capacity requirements and have Park & Ride vinyl applied to its front, rear and sides.

8 REAL TIME INFORMATION SYSTEM (RTI)

8.1 GENERAL

Real Time bus prediction and historic information provision is a key element of the Authority's adopted transport strategy which seeks to increase public transport patronage in the city. It is used by the Authority and bus operators within the city to provide real-time information to users (on screens at bus stops and Park & Ride sites), via SMS and web-based timetable and prediction service, and a management tool for operators. The Operator shall provide all data necessary, including timetables, to ensure accurate information is available to the public at all times.

The Authority shall have access to historic operational data relating to the Park & Ride services. This will be used to assist with the monitoring of service performance and allow longer term trend analysis to be undertaken. The Authority will be willing to enter into an appropriate, mutually agreed Data

Sharing Agreement with the Park & Ride Service Operator regarding its use of historic reporting tools.

8.2 REAL TIME EQUIPMENT (MANAGEMENT)

The Authority is a member of the Yorkshire Real-Time Evolution (RTE) consortium that is delivering bus real time prediction information and historical reporting across York and West and South Yorkshire. The Authority shall provide access to a web based service for monitoring live vehicle movements, journey predictions and historical reporting. The Operator shall be responsible for the provision of the computer hardware, web browser software and data connection to enable this service to function. The Yorkshire RTE system also provides an Open Data Platform. The Operator may take service, prediction and historical operation data relating to Park & Ride from this and incorporate it into its own reporting software with the agreement of the Authority.

8.3 RTI EQUIPMENT (VEHICLE)

The Operator shall ensure all vehicles are fitted with Electronic Ticket Machines (ETMs) capable of providing service, vehicle and location information using RTIG standard 'over air' XML protocols. The Operator shall undertake works necessary to commission the live and stable connection of the ETMs fitted to its vehicles with the Yorkshire RTE system. Alternatively, the option of establishing a server to server link between the Operator's in-station system (where one is available) and the Yorkshire RTE system may be adopted. In this case the Operator shall provide a SIRI XML feed into the Yorkshire RTE system and will be responsible for establishing, commissioning and maintaining this feed. In either case, the Operator shall be expected to engage and work with staff involved in the Yorkshire RTE project to agree data connection details and commissioning regime before the commencement of the Park & Ride service. The Operator may also use data provided by its ETMs, or sourced from the Yorkshire RTE Open Data Platform in its own vehicle tracking and journey prediction systems with the agreement of the Authority.

8.4 NEXT STOP DISPLAY EQUIPMENT

The Operator shall provide an audio-visual display on all Park & Ride vehicles. For the avoidance of doubt, this service will not simply be a 'react' system and shall be available to all customers at all times.

8.5 RTE EQUIPMENT (BUS STOPS AND MOBILE DEVICES)

The Authority shall provide and maintain on street display equipment necessary to provide real-time information at selected bus stops around the City and at the Park & Ride sites. This is currently provided using a mixture of LED and colour LCD display screens. The Authority may provide and maintain web and mobile services relating to bus service operation in the City including but not limited to park and ride service information. The Operator may use data from the ETMs on its vehicles, or from the RTE Open Data Platform to provide data relating to Park & Ride services within its own web and mobile services with the agreement of the Authority. The Authority shall provide the

Operator with access to the web based content management software used to control the on street displays. This access will be limited to on street displays pertaining to the Park & Ride service and Operator's staff access will be restricted as determined by the Authority. The Operator will be required to ensure all staff using the content management system are appropriately trained and adhere at all times to its usage policies.

8.6 RISING BOLLARDS

The Authority provides and maintains the rising bollards within the city including at the Park & Ride sites. Rising bollards are activated by Seitag or similar proximity tags mounted on the vehicles which shall be provided free of charge by the Authority for the branded Park & Ride vehicles for installation by the Operator. The Operator shall provide proximity tags for any additional vehicles used on the service to meet peak demand.

9 MANAGEMENT OF SERVICE

9.1 MANAGEMENT OF THE SERVICE

To ensure the best possible integration between the bus operation and the management of the sites, supervision at the sites shall be provided by the Park & Ride Operator. The Operator shall provide all necessary personnel and equipment to enable the service to operate. A dedicated Park & Ride Manager (and Deputy as required), who shall be the contact point for the Authority and have the necessary authority to address day to day and longer term issues, shall be identified for the operation of the entire service and be available during the site opening hours. Further, the Operator shall identify an individual who shall be responsible for all Health & Safety matters at the sites. The Authority shall be informed of the name and contact details for the Manager or Deputy such that a contact point for the service is available at all times during opening hours. The Operator shall use appropriate Real Time reporting tools to monitor and manage the service.

9.2 REVIEW MEETINGS

The Operator shall arrange regular minimum monthly review meetings with the Authority to review performance, address future planning, development opportunities, management and marketing issues. The Operator shall prepare agendas and minutes for the meetings. The Operator shall prepare reports (summary of monthly reports) in advance for the review meeting detailing the performance of the service (including patronage levels, KPIs etc) over the previous month.

9.3 MANAGEMENT OF SITES

The Operator must ensure that the service and sites operate to the standards required by the Authority. This shall include but not be limited to:

- Ensuring the Health and Safety of all site users.
- Opening the sites each morning.
- Undertaking safety inspections.

- Ensuring the sites are clean and tidy with no litter.
- Inspections of sites and buildings and ensuring cleaning is undertaken or and any defects reported.
- Selling off-bus tickets including smart cards.
- Ensuring that the automatic smart card kiosks are stocked with cards and receipt rolls and are in good working order.
- Securing all monies received.
- Dealing with customer enquiries (by phone and in person).
- Dealing with customer complaints.
- Queue management.
- Ensuring that the bus service operates to timetable and pro-actively managing the service to minimise waiting times.
- Dealing with incidents which affect the operation of the sites or services.
- Pro-actively ensuring that customers are aware of any disruption to the service.
- Ensure the safe operation and where applicable, electric charging of any Park & Ride vehicles.
- Reporting of any faults or damage to Electric Vehicle charging points, whether at bus stops or in the car parks.
- Ensuring that the gritting and snow clearance is undertaken to footways, as necessary.
- Operation of site CCTV system for site management and operational purposes (not site security), in line with Code of Practice and Procedural Manual issued by CYC.
- Undertaking security patrols.
- Offering assistance to customers in the event of an incident including the summoning of Police, Fire and Rescue or Ambulance as required without delay.
- Locking up and securing the sites and buildings when the site is closed including the setting of alarms. List of key holders shall be provided.
- Opening and closing barriers to allow entry for authorised larger vehicles e.g. recycling lorries and caravans.
- Issuing of cycle locker keys, maintenance of records indicating locker use and availability and safe storage of spare locker keys.
- Ensuring that the bollards separating the Monks Cross car park from the match day parking area are in good working order and are locked in place before the site opens on match days.
- Validation of non-Park & Ride user tokens at sites fitted with car park access systems, eg. Monks Cross.
- Monitoring of car park occupancy.
- Provision of Out of Hours opening for cars locked in car parks.
- Liaising with the Authority's waste collection team for the removal of recycled materials from the waste points on the sites.
- Processing lost property from vehicles and sites.

9.4 MORNING SUPERVISION

The Operator shall provide a minimum of one supervisor on duty at each of the Park & Ride sites from opening time until at least 13:00, seven days per

week. The supervisor shall be responsible for the management of the site and operation of the bus route to the site.

9.5 AFTERNOON AND EVENING SUPERVISION

Should the Operator choose not to staff all sites between 13:00 and the site closing time, a General Supervisor must be provided to attend to the requirements of 9.3 above and any other issues arising in relation to the Park & Ride operation. For the avoidance of doubt, this individual must not be the same person as the Park & Ride Manager identified at clause 9.1.

9.6 MANAGEMENT/SUPERVISION OF SITES (DESIGNER OUTLET)

The Operator shall liaise with the Designer Outlet Operator to ensure the successful and integrated management of the site. All the requirements identified for supervision at the other sites shall be provided except as amended below:

- Site opening – to be undertaken by Designer Outlet Operator.
- Inspections of the site surfacing and landscaping shall be limited to safety issues only (maintenance of the site and car parks is provided by Designer Outlet Operator).
- CCTV is provided and monitored by the Designer Outlet Operator.
- The office shall be locked and secured by the Park & Ride Operator (the site is secured and controlled by the Designer Outlet Operator).

9.7 CAR PARK MANAGEMENT

The Operator shall manage the operation of the car parks and liaise with the Authority's Parking Services' provider who are responsible for the issuance of Penalty Charge Notices for vehicles not parked in accordance with the site rules.

The Operator shall provide a call out service for releasing vehicles out of hours from the sites. The vulnerability and security of users shall be considered at all times when dealing with out of hours car parking issues. The Operator shall be entitled to levy a release fee which reasonably covers the call out cost.

9.7.1 CAR PARK ACCESS SYSTEMS

The Operator shall be responsible for the management of the car park access system at Monks Cross including the use of the on and off bus validation equipment. The equipment shall initially be provided by the Authority but any loss or damage to either tokens or validation equipment shall be rectified promptly by the Operator. All car parking fees (which will initially be set by the Authority at 10.00 GBP) shall be collected by the Operator and transferred to the Authority on a quarterly basis. Details of the fees collected shall be submitted monthly to the Authority.

The Authority may, ahead of or during the course of this contract, seek to install car park access systems at one or more of the other Park & Ride sites. The Operator will work with the Authority to facilitate such endeavours. In the

event that such equipment is installed, the supervisors at the relevant site will have the same responsibilities as those at Monks Cross.

Buses operating on routes where car park access systems are in use must be capable of providing a low-current, low-voltage DC supply (5V or 12V) to power the on-bus validation units. Additional buses used for Peak Saturdays only do not need to meet this requirement, however on these occasions the driver or supervisor must be equipped with a portable validator unit.

9.7.2 MONKS CROSS MATCHDAY ARRANGEMENTS

Special arrangements shall be provided by the Operator to allow the Monks Cross Park & Ride car park to be used by either Football or Rugby League supporters on match days. 400 spaces at the Park & Ride site shall be reserved for persons as advised by York City Football Club or York City Knights Rugby League Football Club for use on match days only. Locking bollards will be provided by the Authority to partition the car park appropriately. It shall be the responsibility of the site supervisor to ensure that the bollards are locked in place ahead of the site opening on a match day and then stowed in an open position at such a time as the match day stewards are happy for this to take place.

The Operator will work with the sports clubs to ensure that a robust system is maintained on match days and that the integrity of the Park & Ride system is maintained. No charge should be levied for match day parking by the Operator. Any additional parking (over the 400 allocated spaces) should be paid for using the token machine in the site office at a rate set by the Authority. The revenue for such parking will be transferred to the Authority as per clause 9.5.1 above.

9.7.3 CAR PARK CHARGING

For the avoidance of doubt, the Operator must not sell bus tickets as a proxy for car park charging. All parking charges are subject to Value Added Tax and use of bus tickets to circumvent this taxation is illegal.

The Authority reserves the right to use the sites for other purposes subject to ensuring sufficient capacity is retained to meet the demand for Park & Ride services. The Operator may not use the site for any other purpose, without prior permission from the Authority.

9.7.4 CAMPER VANS

All sites have a dedicated area for camper-vans/high vehicles. This area is separate to the main parking area with its own barrier/call system which will be operated by the Operator.

9.7.5 BUS ONLY LINK-ROAD

There is a bus only link-road behind Tesco at Askham Bar between the Tesco and the Askham Bar Park & Ride Site. The road is a single track with a number of passing places. It shall be locked by the Operator each day at the end of the operating hours.

9.8 CYCLE PARKING MANAGEMENT

The Operator shall be responsible for the issuing of cycle parking locker keys at all sites. Details of users shall be recorded and deposits for the keys retained.

9.8.1 Cycle parking shall be managed as identified in the operational protocol at Annex 6 to this schedule.

9.8.2 Cyclists shall be permitted to:

Cycle to any Site and then transfer to the bus service; or to drive to any site, park and cycle on to York City Centre.

9.9 EQUIPMENT AT PARK & RIDE SITES

The provision and maintenance of equipment at the sites is allocated as detailed below (all other equipment shall be provided and maintained by the Operator):

Item	Responsibility	
	Provision	Maintenance
Existing Furniture	CYC	Operator
Small Safe (one per site except for Designer Outlet)	CYC	Operator (including insurance)
Cash Register (one per site)	Operator	Operator
CCTV	CYC	Maintenance Provider
Fire Alarm (Rawcliffe Bar and Monks Cross)	CYC	Maintenance Provider
Security Alarm (all sites)	CYC	Maintenance Provider
Electronic Ticket Machines	Operator	Operator
Smart Card Vending Equipment(Kiosks)	CYC	Maintenance Provider
Car Park Token Equipment including barriers (Monks Cross)	CYC	Maintenance Provider
Fire Extinguishers	Operator	Operator
Toilets Hand-driers, Dispensers etc	CYC	Operator
Power operated height barrier equipment	CYC	Maintenance Provider
Electric Vehicle charging points in car parks	CYC	CYC
Electric Vehicle charging points for Park & Ride vehicle use	CYC	Maintenance Provider

A detailed inventory of all equipment shall be jointly prepared at handover recording the quantity and condition of all equipment. At termination all equipment shall be returned to the Authority in good and serviceable condition taking into account age and original transfer condition.

9.10 VENDING SERVICE

The Operator shall work with the Authority to enhance the customer proposition. Vending machines are currently installed at Askham Bar, Monks Cross, Poppleton Bar and Rawcliffe Bar. The Operator must ensure that where it intends to introduce a new vending service the necessary planning consents have been granted.

9.11 FOOD AND DRINK

Non-alcoholic drinks with lids (including hot drinks) are to be allowed on all Park & Ride services. Hot food is not to be permitted on any Park & Ride service.

9.12 INSURANCE

The Operator shall provide insurance which indemnifies the Authority against any liabilities or claims made against it as a result of the operation of the contracted service. In the event of this insurance policy falling due for renewal during the contract period, the Operator will supply confirmation of renewal of an appropriate insurance policy.

10 CUSTOMER CARE

10.1 GENERAL

Park & Ride is a flagship service for the Authority. Good customer care is a key element of a successful Park & Ride operation. The supplier shall integrate customer care into the management of the service and shall include as a minimum the items included in the specification.

10.2 ALL STAFF

The staff who operate the Park & Ride service are often the first contact that visitors will have of the city and it is therefore essential that the Operator ensures that they are helpful, polite, courteous and considerate to the public and other road users at all times. They shall be able to converse well in English to enable accurate information to be provided to customers.

10.3 SUPERVISORS

Supervisors will be responsible for dealing with more detailed enquires from the public and for resolving complaints. It is therefore essential that they are adequately trained for this role and fully understand the purpose and operation of the Park & Ride service.

10.4 TRAINING

Customer care training shall be provided for all staff who have contact with the public at induction and at regular stages throughout the contract period. Details of training shall be provided by the Operator. The Operator shall keep records of drivers attending customer care courses and these are to be made available for inspection upon request by the Authority.

10.5 STAFF PRESENTATION

Drivers and Supervisors must be of smart appearance, wearing uniform and name badge with Park & Ride logo. Smoking, including the use of E-cigarettes, is not permitted on board Park & Ride vehicles or within the Park & Ride terminal buildings.

10.6 COMPLAINTS PROCEDURE

The Operator shall operate a complaints procedure whereby all complaints received in connection with the performance of the contract are recorded and investigated. The Operator's complaint procedure shall comply with the Authority's standards for correspondence as published or notified to the Operator and modified from time to time. E.g. All letters shall be responded to within 10 days.

The Operator shall provide a postal address, email address and telephone number to which customer complaints and enquiries may be directed. These contact details will be shown on all printed publicity and in the Park & Ride section of the iTravel York website. At times when there is no site supervisor present, each site telephone number shall be forwarded to the general enquiry number, which must be manned during site opening hours.

The Operator shall supply the Authority with a summary list of all complaints and responses in the monitoring reports. The Operator shall supply the Authority with copies of all written complaints received in connection with the performance of the contract, together with copies of the Operator's response within five working days of the response being issued by the Operator.

The Operator shall keep records of all suggestions received from customers and employees and shall forward relevant suggestions to the Authority.

The Operator shall immediately pass on complaints which are outside the requirements of the contract (e.g. complaints relating to policy issues) to allow the Authority to respond. The complainant shall be informed that the complaint has been transferred to the Authority for response.

10.7 CUSTOMER SURVEYS

The Operator shall undertake regular customer satisfaction surveys for each route (minimum once every two years) to obtain the users' assessment of the service. A representative sample of at least 1,000 users distributed evenly across the routes shall be surveyed. The survey shall include questions relating to the purpose of journeys, age, origin of journey etc and the quality of the service including:

- Facilities at the site (eg shelters, office, toilet access).
- Comfort of the buses.
- Capacity of the buses/space available.
- Frequency of the buses.
- Operating times (eg time of first and last bus).

- Helpfulness of staff.
- Satisfaction with the Park & Ride service overall.

The Operator shall agree the detail of the survey with the Authority prior to undertaking and shall share any results and analysis with the Authority.

10.8 CUSTOMER CONTRACT

A joint 'customer contract' shall be agreed by the Operator and the Authority which sets out the standards of service the customer can expect from Park & Ride. The customer contract shall tell customers where to catch Park & Ride buses, when the service operates, the standard of services expected and what to do if the customer is unhappy. The Operator shall prepare, distribute and publicise the customer contract at the start of the contract and annually thereafter.

11 MAINTENANCE

11.1 BUILDING AND SITE MAINTENANCE

Leases for the sites shall cover the maintenance items detailed in this section.

The operator shall have the opportunity during the tendering process to state their preference as to whether:

- a) The Operator shall be responsible for all maintenance items detailed within this clause; or
- b) The Operator shall pay the Authority to undertake all maintenance items detailed within this clause at an annual cost of **£175,000**. This figure shall be subject to indexation as in the contract.

The party nominated by the Operator to take responsibility for maintenance shall be referred to as 'the Maintenance Provider'.

The condition of the sites shall be agreed at the service commencement date. The sites shall be returned to the Authority at the end of the contract in the same condition allowing for fair wear and tear.

11.2 ROUTINE MAINTENANCE

The Maintenance provider shall provide a comprehensive Planned & Preventative maintenance service covering all aspects of engineering services, building structure, lighting and external works. This will ensure:

- Agreed asset standards and values are maintained.
- Maintenance of facilities to high aesthetic standard.
- Efficient and safe operation of the facility, plant, equipment and systems.
- Compliance with statutory provisions, standards, regulations and good operational practices.
- Park & Ride operational needs are met.
- Minimal disruption to the Park & Ride Service.

11.3 REACTIVE MAINTENANCE

The Maintenance Provider shall provide a comprehensive Reactive Maintenance service for all aspects of building structure, engineering and external works. This service will augment the Routine Maintenance and address damage and failures.

The service must be prioritised, effective, timely and responsive. The Maintenance Provider shall ensure that areas are made safe as soon as practical and that appropriate barriers and signage are provided to exclude the public from hazardous areas.

The Operator shall ensure that all lighting is maintained in working order and used during all hours of darkness when the car park is in use. Minimum maintenance requirements are:

- Clean and inspect all lamps once each year.
- Change lamps once every three years.
- Repair faults within 24 hours.
- Repair damage within 7 days.

11.4 STRUCTURAL REPLACEMENT

Substantial items of the infrastructure (e.g. CCTV system, building fabric, structural glazing and services components) which have become functionally obsolete shall be identified by the Maintenance Provider and incorporated into the Authority's capital works programme if funding is available.

11.5 FIRE FIGHTING APPLIANCES & SYSTEMS

The Maintenance Provider shall provide routine testing and maintenance of fire fighting appliances and systems including alarms.

11.6 SECURITY ALARMS

The Maintenance Provider shall provide routine testing and maintenance of security alarms.

11.7 WATER SUPPLY

- The Maintenance Provider shall: Maintain with leakage checks, water tests and cleaning of the tanks.
- Undertake reactive maintenance to repair damaged water pipes and leaks.
- Undertake water quality testing in accordance with Health & Safety and statutory requirements.

11.8 DRAINAGE AND SEWAGE

The Maintenance Provider shall ensure drainage and sewage systems are maintained to avoid drain eroding and cleaned to operate properly, in order to remove all sewage, dirty water and waste from the facility. The surface water

pumping station and lagoons at Monks Cross shall be the responsibility of the Authority.

11.9 HEATING

The Maintenance Provider shall be responsible for the maintenance of heating systems in the terminal buildings at all Park & Ride sites. This includes ground source heating provision at Poppleton Bar and Askham Bar.

11.10 GROUNDS MAINTENANCE

The Maintenance Provider shall be responsible for the routine and reactive maintenance of the soft and hard landscaping as detailed below. Landscape maintenance shall cover the full extent of the Park & Ride sites up to and including the site boundary (as specified in the site lease documents). The Designer Outlet (maintenance undertaken by others) and the storage pond and pumping station area at Monks Cross are excluded. The detailed Landscape Maintenance Specification is included in Annex 7 to the Specification.

11.10.1 Soft Landscaping

The Maintenance Provider shall provide a comprehensive routine and reactive maintenance service with consumables for soft landscaped areas, in accordance with the agreed Grounds Maintenance Schedule, including:

- Cutting grassed areas and trimming edges.
- Pruning trees and shrubs.
- Maintaining planted areas and borders.
- Rose pruning and maintenance.
- Agricultural hedges.
- Control of scrub.
- Leaf clearance.
- Control of pests and weeds.

11.10.2 Hard Landscaping

The Maintenance Provider shall provide a comprehensive routine and reactive maintenance service with consumables for hard landscaped areas, including:

- Roads, paths and car parks.
- Hard-standing, storage & service areas.
- Perimeter & other fencing.
- Covers to services and the like.
- Miscellaneous external enclosures and other general works.
- Boundaries.

12 OPERATOR RESPONSIBILITIES

12.1 SPARES AND CONSUMABLES

The Operator shall:

- Procure and maintain adequate stocks of materials, spares and consumables to ensure the facilities are maintained to their full capacity.
- Maintain records of goods received, stock levels and goods incorporated for audit purposes.
- Report stock level and value ex-works on a quarterly basis.
- Re-lamp as necessary to maintain lighting levels.

12.2 FURNITURE, FIXTURES & EQUIPMENT

The Operator shall provide a comprehensive routine and reactive maintenance service for furniture, fixtures and equipment covering:

- Health & Safety.
- Good working order of F, F & E.
- Correct location of F, F & E.
- Procurement procedures for best value replacements.
- Supply all consumables and spares for equipment provided.

12.3 FLOOR, WALL & CEILING FINISHES

The Operator shall provide routine and reactive maintenance for the floor, wall and ceiling finishes to agreed standards. Floor, wall and ceiling finishes shall be maintained to good decorative order (without scratches, scuffs, displacement etc). As a minimum the buildings (internal shall be repainted once by the Operator within the contract period. External building surfaces shall be clean and free from significant staining.

12.4 WATER SUPPLY

The Operator shall:

- Procure and maintain the supply of water to, and distributed within, the facility at the correct pressure.
- Procure and maintain facilities to remove effluent and waste water.

12.5 ELECTRICITY SUPPLY

The Operator shall:

- Procure and maintain a supply of electricity to, and distributed within, the facility.
- Undertake electrical testing in accordance with Health & Safety and statutory requirements.

12.6 BUSINESS RATES

The Operator shall be responsible for the payment of business rates for all of the sites.

13 WINTER MAINTENANCE

13.1 WINTER MAINTENANCE (BUS ROUTES)

The Authority shall include the Park & Ride bus routes, including the sections of the routes within the sites, in the winter maintenance programme. Gritting will be undertaken in line with the Authority's general winter maintenance policy.

13.2 WINTER MAINTENANCE (CAR PARKING AREAS/FOOTWAYS/ WAITING AREAS)

The Operator shall be responsible for the provision of grit and the gritting of all footways and waiting areas within the Park & Ride sites during periods of inclement weather. The Operator shall assess the risk of the effect of adverse weather on the car park areas and take the necessary action to reduce the risk to the public, particularly in exceptional circumstances. The Authority's winter maintenance policy does not include the routine gritting of public car park areas.

14 CLEANING

14.1 ROUTINE CLEANING

The Operator shall provide and manage a cleaning service with all equipment and consumables required for all internal areas in accordance with a cleaning schedule agreed with the Authority.

The Park & Ride facilities shall be cleaned to agreed standards on a daily, weekly and periodic basis.

14.2 EMERGENCY CLEANING

The Operator shall provide and perform an emergency cleaning service to clean up spillages of any kind occurring during normal operation hours.

Spillages should be removed and the area returned to the standard defined in the cleaning schedule. Spillages shall be removed within 30 minutes of notification and should be cordoned off in the meantime.

14.3 CLEANING – SITES

The Operator shall be responsible for keeping the sites clear of litter. The Operator shall collect and sweep each site of litter once per week, such that no litter or refuse is apparent upon completion. If the standard of cleanliness falls in the intervening period, the Operator shall restore it to a condition where no litter or refuse is apparent within a maximum of six hours.

- On a daily basis the Operator shall empty all litter bins into the refuse receptacle, which is provided by the Authority.
- The Operator shall complete a weekly check of lights, windows, bus and cycle shelters for damage and graffiti ensuring that necessary repairs are addressed promptly and that the Authority is notified in the next monitoring report.

- The Operator shall notify the Authority of any graffiti which the Authority will remove in a reasonable period in accordance with its standard customer contract.
- Rectification of other damage or defects shall be the responsibility of the Operator.

14.4 CLEANING – BUILDINGS

The Operator shall keep the buildings in a clean and tidy condition. All public areas shall be cleaned daily.

The Operator shall regularly (and when needed) clean both sides of the windows and window frames and all other glass/transparent materials in the buildings and on the sites.

14.5 CLEANING – TOILETS

Public conveniences are provided at all Park & Ride sites except the Designer Outlet (toilets are available in the shopping centre close to the Park & Ride entrance to the building). Staff toilets and rest room areas shall be cleaned to the same standard.

The opening hours of the conveniences shall be the same as the Park & Ride sites. The Operator is responsible for opening, cleaning, provision of consumables/equipment, closing and securing the toilets.

Details of the toilet cleaning specification are provided in Annex 8 to the specification.

15 MONITORING

15.1 MONITORING REPORTS

The Operator shall prepare, and issue in paper and agreed electronic format monitoring reports, on a monthly basis, detailing as a minimum for each route and the entire service the following information:

- Patronage (passenger boardings) (Park & Ride and non-Park & Ride).
- Patronage trends (rolling annual comparisons).
- Patronage trends (comparison to base year).
- Car park occupancy (daily peak). (subject to the Authority's installation of automatic counters).

- Smart ticket sales (rolling annual comparisons)
- Bus reliability (including reasons for disruption).
- Bus punctuality (Excess Waiting Time).
- Trends (reliability, punctuality etc).
- Vehicle usage (compliance – 'Right bus, right route').
- Vehicle branding (compliance e.g. number of non-branded vehicles used).
- Site operation issues.
- Service management issues.
- Maintenance works undertaken in month.

- Non-compliances.
- Complaints (number and nature).

The Operator shall agree the format of the reports with the Authority at the contract start up meeting. The reports shall be discussed at the regular Authority/Operator management meetings.

15.2 MONITORING INFORMATION

The Operator shall provide all of the monitoring information required for the service in a format agreed with the Authority. Where available the automatic counter information for car park occupancy may be used. The supplier shall enter into a data sharing agreement with the Authority.

15.3 PATRONAGE INFORMATION

Total patronage information shall be recorded as boardings and shall be split into the following user types. All passengers who board at the start of their journey at the Park & Ride site shall be considered to be Park & Ride passengers for their entire trip.

- Standard Park & Ride returns.
- Concessionary fare trips commencing from the Park & Ride site
- Concessionary fare trips commencing elsewhere.
- Accompanied children.
- Un-accompanied children (Park & Ride).
- Un-accompanied children (Non-Park & Ride).
- Un-accompanied children (YOzone).
- Park & Ride trips using multi-operator ticket (purchased at P&R Site).
- Operator's own network ticket (purchased a P&R Site) if applicable
- Non – Park & Ride trips using multi-operator ticket (purchased on another service or off bus).
- Non – Park & Ride trips using the Operator's own network ticket (purchased on another service or off bus)
- Contract trips.
- Smart Card – carnet of day trips.
- Smart Card – monthly trips.
- Smart Card – weekly trips.
- Single trips.
- Other non-Park & Ride trips.

16 PERFORMANCE INDICATORS

The Operator shall provide all of the necessary information required to assess their performance and calculate the Performance Payment deductions for the approval of the Authority. The Authority shall undertake regular auditing to verify the accuracy of the data provided. Performance shall be reviewed at each monitoring meeting and the level of any deduction from the Performance Payment agreed.

The following key areas shall be monitored to assess the Operator's performance:

- Reliability.
- Capacity.
- Vehicle Quality.
- Site Condition.
- Service Management.

Full details of the Performance monitoring and associated penalty deductions can be found at Schedule 12.

17 MARKETING

17.1 GENERAL

Marketing of the Park & Ride service is fundamental to ensuring the maximum number of people make use of the service. The Authority shall provide all off-site direction signage and promote the Park & Ride service on the Authority's website. The Operator shall proactively promote the Park & Ride service to encourage patronage increases.

17.2 MARKETING PLAN

The Operator shall produce a fully costed Marketing Plan in advance of the first full year of operation, and then in advance on a yearly basis for the life of the contract, showing how they will advertise and promote the service in order to achieve the target customer growth. This plan will show in detail what marketing activity they intend to undertake and when that activity will take place. The plan will be agreed in advance with the Authority and a research report will be required to show the effectiveness of marketing at the end of each year of operation.

17.3 NOTICES, TIMETABLES AND LEAFLETS

The Operator shall be responsible for the provision and maintenance, after gaining approval by the Authority, of all notices, timetables and leaflets relating to the operation of the Park & Ride service including but not limited to:

- Hours of opening.
- Out of hours instructions (including details of release fees).
- Route maps including location of stops and times of services on site.
- Fares and ticket availability.
- Terms and Conditions of Travel etc.

All marketing and promotional material shall clearly identify that the Park & Ride service is provided by the Operator on behalf of the Authority.

The Operator shall erect all notices and distribute information to inform the public of the Park & Ride service. The Operator shall ensure that all information is up to date with any changes made not later than the day before implementation.

17.4 SIGNS

The Maintenance Provider shall be responsible for the provision and maintenance, after gaining approval by the Authority, of all signs (except off-site directional signs which shall be the responsibility of the relevant Highways Authority)

17.5 PROMOTION

The Operator shall provide details of the level and type of advertising (e.g. Radio, Social Media etc) proposed in the Marketing Plan.

17.6 TOURIST INFORMATION

Where space allows tourist information leaflets for attractions within York and the surrounding area shall be provided at the Park & Ride sites.

17.7 ADVERTISING

All advertising, whether on the site or on vehicles, shall be the subject of approval by the Authority. Adverts promoting political or religious views or seeking to undermine the environmental or social benefits of public transport will not be permitted.

17.8 OFF BUS ADVERTISING

All advertising/sponsorship on the sites will be the responsibility of the Operator. The Authority shall receive 50% of the revenue from on site advertising/sponsorship and the Operator shall provide the Authority with details of all advertising bookings. All advertising/sponsorship off site and off bus (e.g. at bus stops) shall be the responsibility of the Authority. The Authority shall receive all of the revenue from off site, off bus advertising/sponsorship.

17.9 ON BUS ADVERTISING

17.9.1 EXTERNAL BUS ADVERTISING

Limited advertising shall be allowed on the exterior of the Park & Ride vehicles. This shall be arranged by the Operator and be subject to the approval of the Authority. The Authority will have final approval for the location and design of advertising displays. Half of any income from advertising shall be paid to the Authority.

17.9.2 INTERNAL BUS ADVERTISING

All advertising on the interior of the Park & Ride vehicles shall be arranged by the Operator and be subject to the approval of the Authority. Half of any income from on bus advertising shall be paid to the Authority.

17.10 MEDIA CONTACT

All contact with the media relating to the Park & Ride service shall be notified to the Authority's Communications team.



City of York Council

Invitation to Tender for York's Park and Ride Service

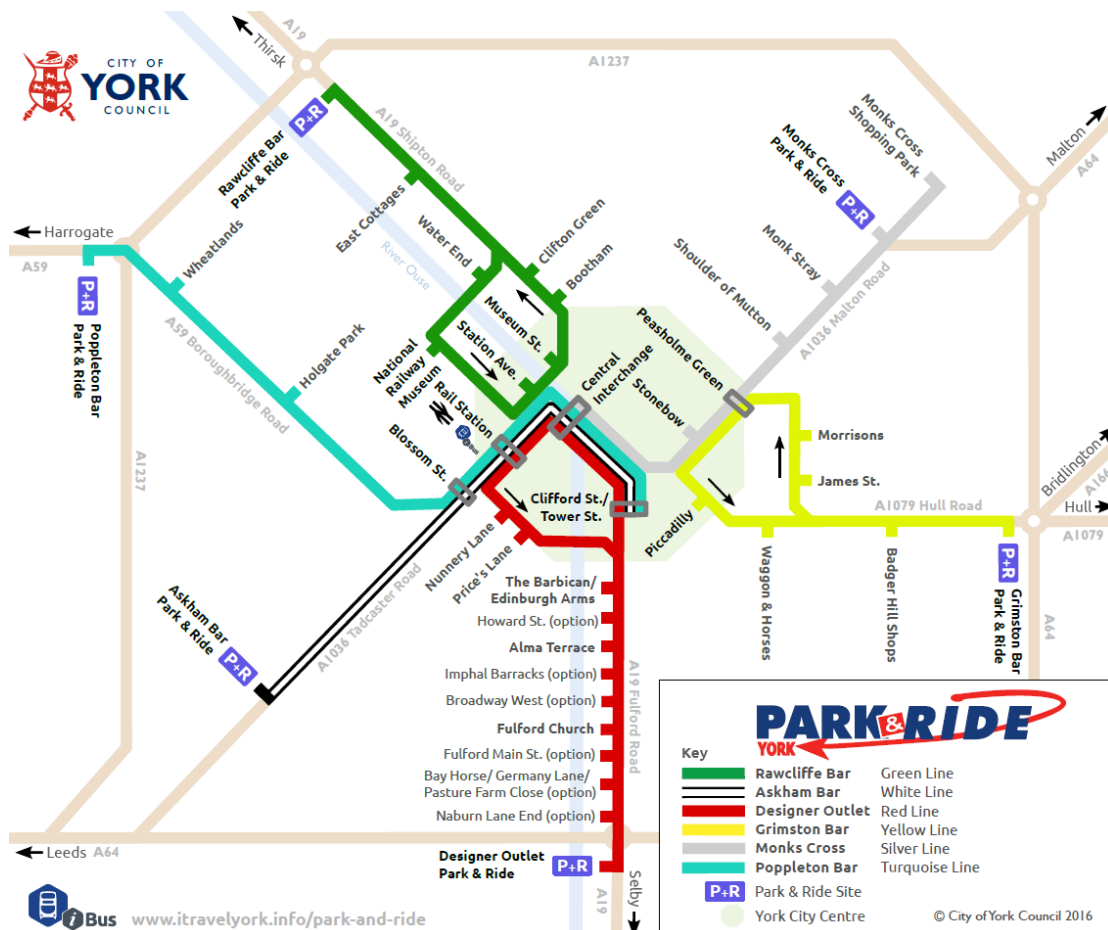
PART 2: SPECIFICATION

ANNEX VOLUME 1

www.yortender.co.uk

SPECIFICATION ANNEX 1

ROUTE PLANS



SPECIFICATION ANNEX 2

SITE PLANS

GENERAL

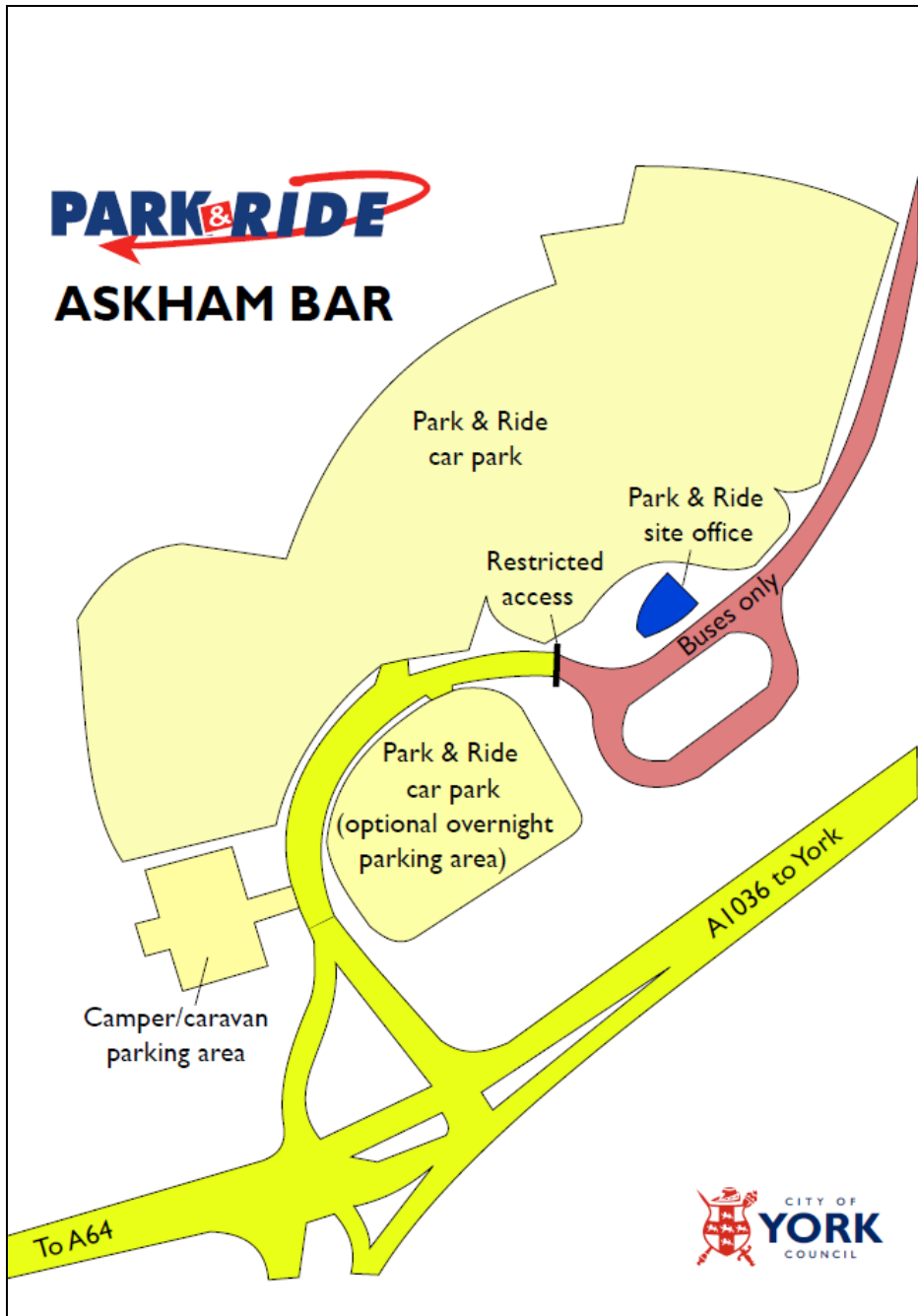
The following plans show the layout of the sites for access by the public to use the sites.

- Askham Bar Park & Ride: Site Layout
- Grimston Bar Park & Ride: Site Layout
- Rawcliffe Bar Park & Ride: Site Layout
- Designer Outlet Park & Ride: Site Layout
- Monks Cross Park & Ride: Site Layout
- Poppleton Bar Park and Ride: Site Layout

The following plans provide the boundaries to the site areas (see separate document).

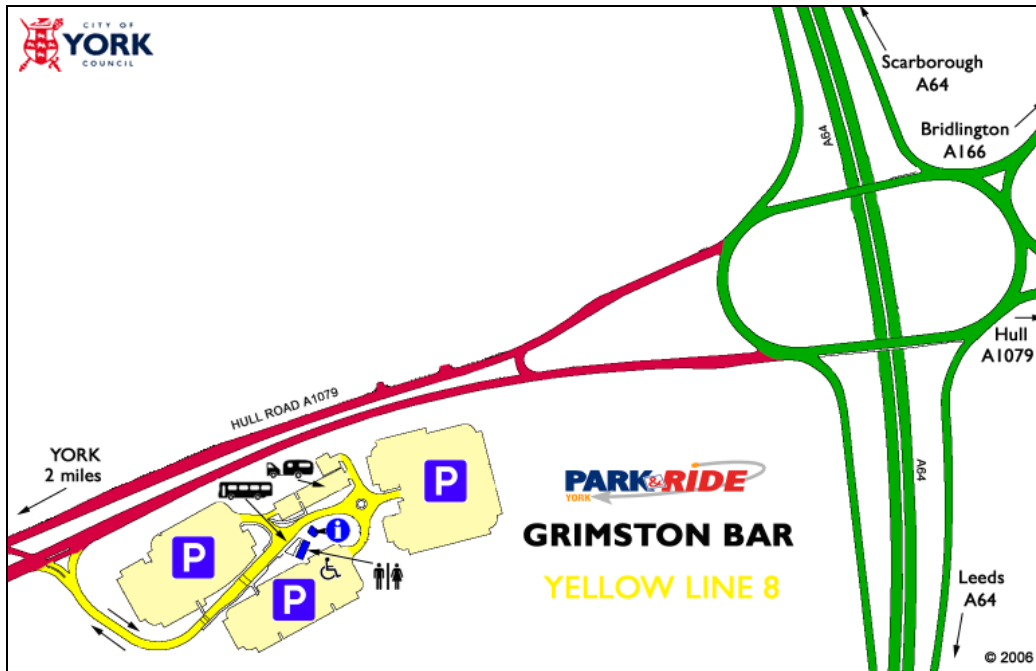
- Askham Bar Park & Ride: Site boundary
- Grimston Bar Park & Ride: Site boundary
- Rawcliffe Bar Park & Ride: Site boundary
- Designer Outlet Park & Ride: Site boundary
- Monks Cross Park & Ride: Site boundary
- Poppleton Bar Park and Ride: Site boundary

Askham Bar Park & Ride: Site Layout



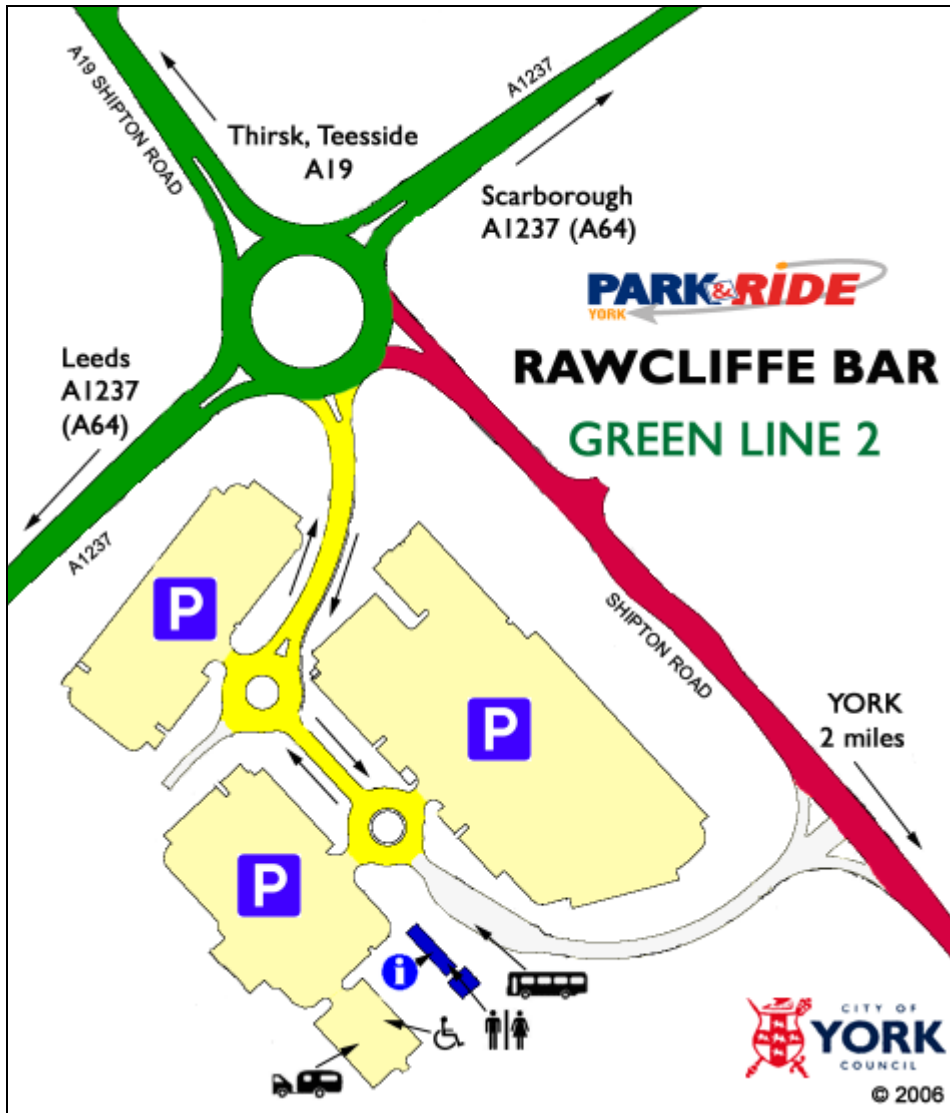
PARK & RIDE SPECIFICATION ANNEX 2

Grimston Bar Park & Ride: Site Layout



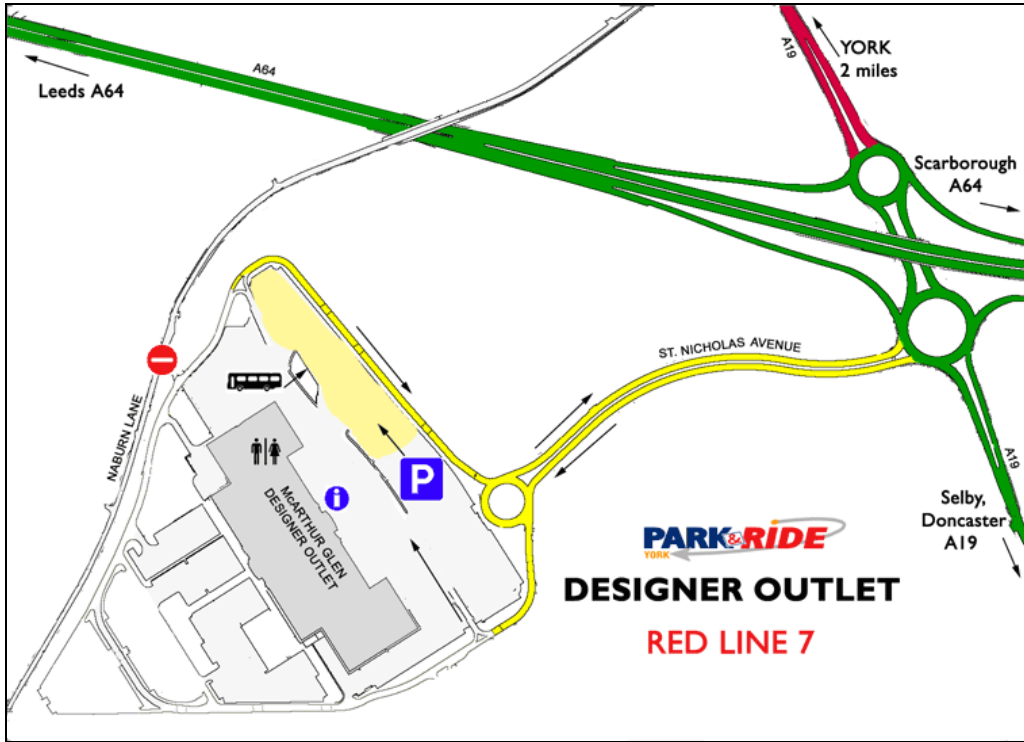
PARK & RIDE SPECIFICATION ANNEX 2

Rawcliffe Bar Park & Ride: Site Layout



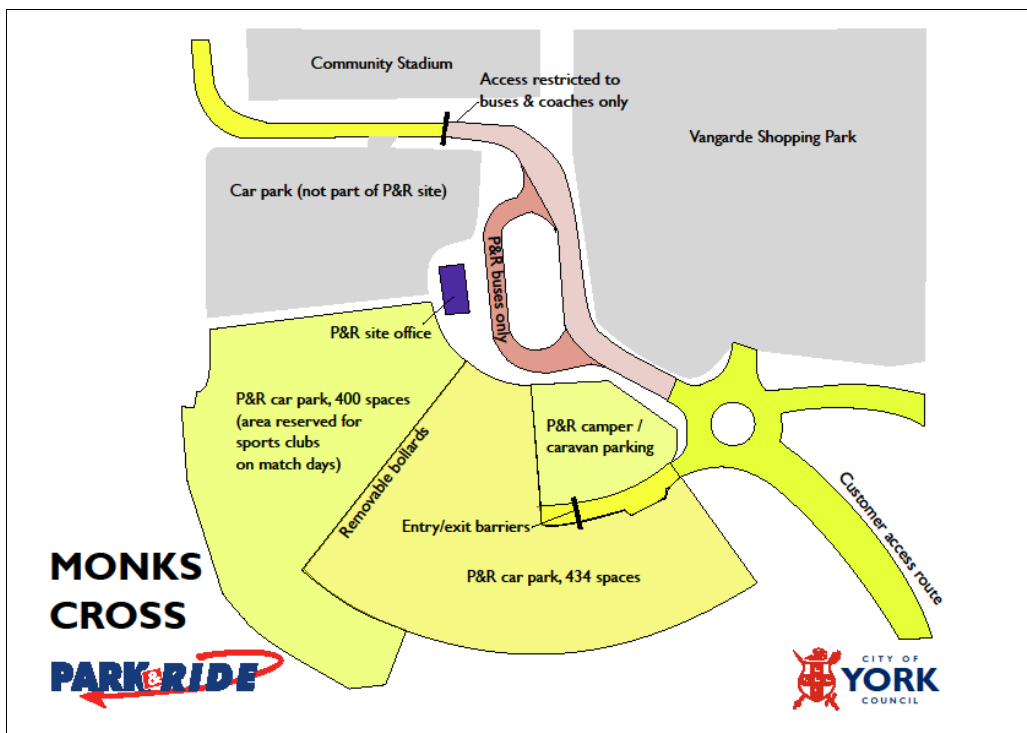
PARK & RIDE SPECIFICATION ANNEX 2

Designer Outlet Park & Ride: Site Layout

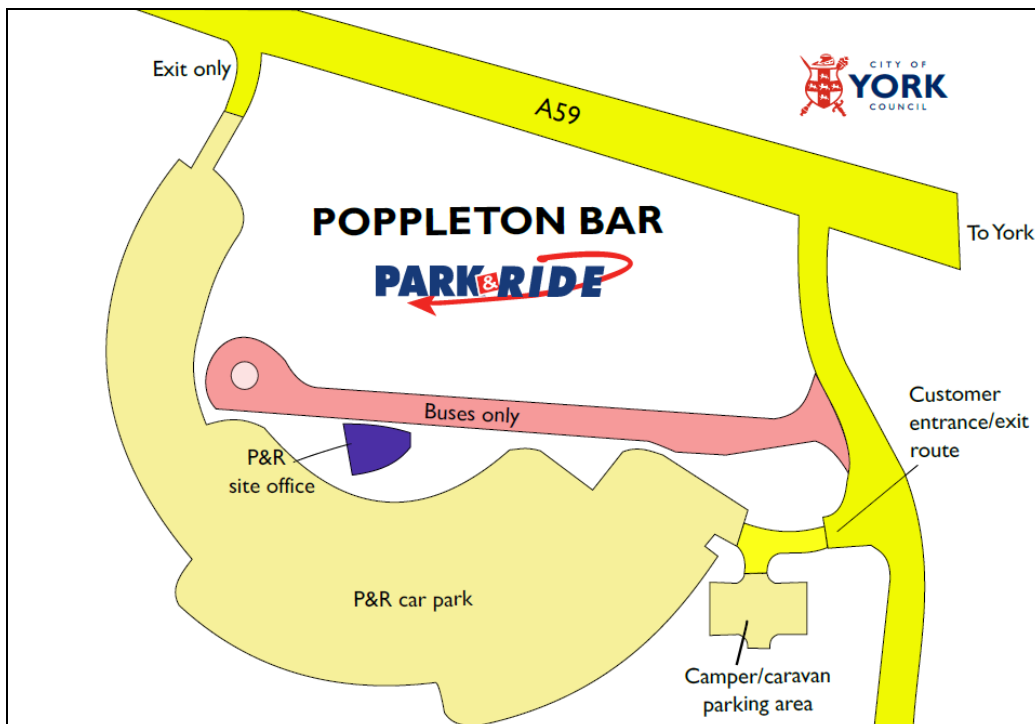


PARK & RIDE SPECIFICATION ANNEX 2

Monks Cross Park & Ride: Site layout



Poppleton Bar Park & Ride: Site layout



SPECIFICATION ANNEX 3**SITE DETAILS****GENERAL**

The Council operate 6 Park & Ride sites around the city with the following capacities.

	Car Parking Spaces
Askham Bar	1,100
Grimston Bar	920
Rawcliffe Bar	1,000
Designer Outlet	1,000
Monks Cross	830*
Poppleton Bar	600
Total	5,450

(*) Only 430 Park & Ride spaces available on Stadium match days. 400 spaces to be available for use by York City FC or York City Knights RLFC.

SITE OWNERSHIP

The Council owns, leases, or has a licence to operate Park & Ride services on the sites as detailed in the following table.

Site	Type of Holding	Terms
Askham Bar	Freehold	
Grimston Bar	Lease	99 years from 1994
Rawcliffe Bar	Lease	250 years from 1998
Designer Outlet	Lease	9 years from 2017
Monks Cross	Freehold	
Poppleton Bar	Freehold	

PROPOSED LEASES

Management leases between the operator and the Council shall be prepared, using a standard commercial form, for all sites except for the Designer Outlet. Details for each site are provided in the following sections.

The operator should note:

- The leases to be entered into shall be excluded from the provisions of sections 24 – 28 of the Landlord and Tenant Act 1954.
- The Council may require sub leases for council operations which may include the construction of new buildings or the use of some of the existing buildings on the site.

PARK & RIDE SPECIFICATION ANNEX 3

- It is proposed that the maintenance requirements currently included in the specification will be transferred to the lease. In principle all internal and external works of a non structural nature including decoration will be identified as being the responsibility of the Operator in the lease.
- The rent will be on a peppercorn basis.

ASKHAM BAR

The Council is the freehold owner of the site at Askham Bar. The operator should provide access to Network Rail (or any of its successors) for the purposes of maintenance of the East Coast main-line as required.

GRIMSTON BAR

The Council leases the land for use as a Park & Ride site. A sub lease agreement will need to be prepared for the operator to use and maintain the site.

RAWCLIFFE BAR

The Council has lease with the Secretary of State for Health for the use of the land as a Park & Ride site. A sub lease agreement will need to be prepared for the operator to use and maintain the site.

DESIGNER OUTLET

The Council has a lease agreement with the owner of the Designer Outlet site which permits operation of part of the car park as a Park & Ride site.

MONKS CROSS

The Council is the freehold owner of the site at Monks Cross.

POPPLETON BAR

The Council is the freehold owner of the site at Poppleton Bar.

SPECIFICATION ANNEX 4**ROUTE DETAILS AND BUS STOPS****Route Details****ASKHAM BAR**

From Askham Bar Park & Ride site via Bus only road between Tesco and the East Coast railway line, Tadcaster Road, Mount Vale, The Mount, Blossom Street, Queen Street, Station Road, Station Avenue, Rougier Street, George Hudson Street, Micklegate, Bridge Street, Skeldergate, Bishopgate Street, Tower Street, Clifford Street, Nessgate, Low Ousegate, Bridge Street, Micklegate, George Hudson Street, Rougier Street, Station Road, Queen Street, Blossom Street, The Mount, Mount Vale, Tadcaster Road, Bus only road between Tesco and the East Coast railway line, Askham Bar Park & Ride site. Approved alternative routes may be permitted on days of exceptional traffic on Tadcaster Road providing no stopping points are missed.

GRIMSTON BAR

From Grimston Bar Park & Ride site via Hull Road, Lawrence Street, James Street, Foss Islands Retail Park, Foss Islands Road, Peasholme Green, The Stonebow, Pavement, Piccadilly, Merchantgate, Walmgate, Lawrence Street, Hull Road to Grimston Bar Park & Ride site.

RAWCLIFFE BAR

From Rawcliffe Bar Park & Ride site via Shipton Road, Water End, Salisbury Road, Salisbury Terrace, Kingsland Terrace, Leeman Road, Station Avenue, Museum Street, St. Leonards Place, Bootham, Clifton and Shipton Road to Rawcliffe Bar Park & Ride site.

DESIGNER OUTLET

From Designer Outlet Park & Ride site via the A19, then, Main Street, Fulford Road, Fishergate, Tower Street, Clifford Street, Nessgate, Low Ousegate, Bridge Street, Micklegate, George Hudson Street, Rougier Street, Station Road, Queen Street, Nunnery Lane, Prices Lane, Bishopgate Street, Fishergate, Paragon Street, Fulford Road, Main Street and A19 to Designer Outlet Park & Ride site.

MONKS CROSS

From Monks Cross Park & Ride site via Martello Way, Malton Road, Heworth Green, Foss Bank, Peasholme Green, The Stonebow, Pavement, Coppergate, Nessgate, Low Ousegate, Bridge Street, Micklegate, George Hudson Street, Rougier Street, Station Road, Station Avenue, Rougier Street, George Hudson Street, Micklegate, Bridge Street, Low Ousegate, Nessgate, Coppergate, Pavement, The Stonebow, Peasholme Green, Jewbury, St. Maurices's Road, Monkgate, Heworth Green, Malton Road, Martello Way, Monks Cross Park & Ride site, Kathryn Avenue, Jockey Lane, Monks Cross Drive, Monks Cross Shopping Park (from 9.00).

MONKS CROSS STADIUM DIVERSION

In the event that the Monks Cross Stadium building work necessitates a diversion, the route shall be:

From Monks Cross Park & Ride site via Martello Way, Malton Road, Heworth Green, Foss Bank, Peasholme Green, The Stonebow, Pavement, Coppergate, Nessgate, Low Ousegate, Bridge Street, Micklegate, George Hudson Street, Rougier Street, Station Road, Station Avenue, Rougier Street, George Hudson Street, Micklegate, Bridge Street, Low Ousegate, Nessgate, Coppergate, Pavement, The Stonebow, Peasholme Green, Jewbury, St. Maurices's Road, Monkgate, Heworth Green, Malton Road, Martello Way, Monks Cross Park & Ride site, Martello Way, Jockey Lane, Monks Cross Drive, Monks Cross Shopping Park (from 9.00).

POPPLETON BAR

From Poppleton Bar Park & Ride site, via Boroughbridge Road, Poppleton Road, Holgate Road, Blossom Street, Queen Street, Station Avenue, Station Road, Rougier Street, George Hudson Street, Micklegate, Bridge Street, Skeldergate, Bishopgate Street, Tower Street, Clifford Street, Nessgate, Low Ousegate, Bridge Street, Micklegate, George Hudson Street, Rougier Street, Station Road, Queen Street, Blossom Street, Holgate Road, Poppleton Road, Boroughbridge Road, Poppleton Park & Ride site.

PARK & RIDE SPECIFICATION ANNEX 4

Park & Ride Bus Stop Locations

Rawcliffe Bar P&R	
Rawcliffe Bar P&R	Timing Point
East Cottages Shipton Road A19	
Water End	Timing Point
NRM Leeman Road	
Station Avenue	Timing Point
Museum Street	Timing Point
Bootham Ingram House	
Clifton Green	Timing Point
East Cottages Shipton Road	
Rawcliffe Bar P&R	Timing Point
Askham Bar P&R	
Askham Bar P&R	Timing Point
Moor Lane car park	
<i>Mount Vale (race days only)</i>	<i>Set down only</i>
Blossom St	Set down only
Rail Station	Set down only
Rougier St	Timing Point Set down only
Micklegate	Set down only
Tower Street	Timing Point
Rougier St	Timing Point
Rail Station	
Blossom St	
<i>Mount Vale (race days only)</i>	<i>Pick up only</i>
<u>Moor Lane car park</u>	
Askham Bar P&R	Timing Point
Designer Outlet P&R	
Designer Outlet P&R	Timing Point
Naburn Lane End	
Pasture Farm Close	
Fulford Main Street	
Fulford Church	
Broadway West	Timing Point
Imphal Barracks	
Alma Terrace	
Howard St	
Edinburgh Arms	
Clifford St TC	Timing Point
Rougier St Stop CC	Timing Point
Rail Station Stop RH	Timing Point
Nunnery Lane Car Park	
Price's Lane	

PARK & RIDE SPECIFICATION ANNEX 4

The Barbican	Timing Point
Howard St	
Alma Terrace	
Imphal Barracks	
Broadway Top	Timing Point
Fulford Church	
Fulford Main Street	
Pasture Farm	
Naburn Lane End	
Designer Outlet P&R	Timing Point
Grimston Bar P&R	
Grimston Bar P&R	Timing Point
Badger Hill Shops	Timing Point
James Street	
Foss Islands Retail Park	
Peasholme Green	
Piccadilly PB	Timing Point
Walmgate Student Castle	
Waggon and Horses	
Badger Hill Shops	Timing Point
Grimston Bar P&R	Timing Point
Monks Cross P&R	
Monks Cross P&R	Timing Point
Sainsburys Monks Cross	
Monks Cross Drive	
Monks Cross Shopping Park	Timing Point
Monks Cross P&R	Timing Point
Monk Stray	
Shoulder of Mutton	Timing Point
Peasholme Green	
Stonebow SD	Set down only
Rougier St (drop-off) CA	
Rougier St (pick-up) CH	Timing Point
Micklegate	
Stonebow SA	Timing Point
Peasholme Green	
Shoulder of Mutton	Timing Point
Monk Stray	
Monks Cross P&R	
Poppleton Bar P&R	
Poppleton Bar P&R	Timing Point
Wheatlands	
Holgate Park	Timing Point
Blossom Street	
Rail Station RE	Set down only

PARK & RIDE SPECIFICATION ANNEX 4

Rougier Street	Timing Point Set down only
Micklegate	Set down only
Clifford Street TD	Timing Point
Station Road CD	Timing Point
Rail Station RF	
Blossom Street	
Holgate Park	Timing Point
Wheatlands	
Poppleton Bar P&R	

SPECIFICATION ANNEX 5

ROUTE CAPACITIES

GENERAL

The passenger capacities of the current service, measured per hour from each Park & Ride site, is stated in the following table.

PARK & RIDE SPECIFICATION ANNEX 5

	Approx. Current Capacity per Hour															PVR	
	0600 - 0700	0700 - 0800	0800 - 0900	0900 - 1000	1000 - 1100	1100 - 1200	1200 - 1300	1300 - 1400	1400 - 1500	1500 - 1600	1600 - 1700	1700 - 1800	1800 - 1900	1900 - 2000	Late Night Shopping 1900 - 2000		2000 - 2100
Askham Bar																	
Weekday	250	450	450	450	450	450	450	450	450	450	450	450	450	300	300	250	5
Holiday Weekday	250	450	450	450	450	450	450	450	450	450	450	450	450	300	300	250	5
Saturday	250	450	500	500	500	500	500	500	500	500	500	500	500	300			5
Sunday					350	350	350	350	350	350	350	350					4
Peak Saturday	250	450	450	550	550	550	550	550	550	550	550	500	500	300			6
Boxing Day		250	250	250	250	250	250	250	250	250	250	250	250				3
Grimston Bar																	
Weekday		300	400	400	400	400	400	400	400	400	400	400	400	300	300	250	4
Holiday Weekday		300	400	400	400	400	400	400	400	400	400	400	400	300	300	250	4
Saturday		300	400	400	450	450	450	450	450	450	450	450	400	300			4
Sunday					300	300	300	300	300	300	300	300					4
Peak Saturday		300	500	500	500	500	500	500	500	500	500	500	400	300			5

PARK & RIDE SPECIFICATION ANNEX 5

Approx. Current Capacity per Hour																	PVR
															Late Night Shopping		
	0600 - 0700	0700 - 0800	0800 - 0900	0900 - 1000	1000 - 1100	1100 - 1200	1200 - 1300	1300 - 1400	1400 - 1500	1500 - 1600	1600 - 1700	1700 - 1800	1800 - 1900	1900 - 2000	1900 - 2000	2000 - 2100	
Rawcliffe Bar																	
Weekday		300	450	450	450	450	450	450	450	450	450	450	450	300	300	250	4
Holiday Weekday		350	500	500	500	500	500	500	500	500	500	500	500	300	300	250	5
Saturday		350	500	500	500	500	500	500	500	500	500	500	500	300			5
Sunday					350	350	350	350	350	350	350	350					4
Peak Saturday		350	550	550	550	550	550	550	550	550	550	550	550	300			6

Approx. Current Capacity per Hour																	PVR
															Late Night Shopping		
	0600 - 0700	0700 - 0800	0800 - 0900	0900 - 1000	1000 - 1100	1100 - 1200	1200 - 1300	1300 - 1400	1400 - 1500	1500 - 1600	1600 - 1700	1700 - 1800	1800 - 1900	1900 - 2000	1900 - 2000	2000 - 2100	
Designer Outlet																	
Weekday		300	450	450	450	450	450	450	450	450	450	450	450	300	300	250	6
Holiday Weekday		300	500	500	500	500	500	500	500	500	500	500	500	300	300	250	6
Saturday		300	500	500	500	500	500	500	500	500	500	500	500	300			7
Sunday					350	350	350	350	350	350	350	350					4
Peak Saturday		350	600	600	600	600	600	600	600	600	600	600	600	300			8
Boxing Day		250	250	250	250	250	250	250	250	250	250	250	250				3

PARK & RIDE SPECIFICATION ANNEX 5

	Approx. Current Capacity per Hour															PVR	
	0600 - 0700	0700 - 0800	0800 - 0900	0900 - 1000	1000 - 1100	1100 - 1200	1200 - 1300	1300 - 1400	1400 - 1500	1500 - 1600	1600 - 1700	1700 - 1800	1800 - 1900	1900 - 2000	Late Night Shopping 1900 - 2000		2000 - 2100
Monks Cross																	
Weekday		250	350	350	350	350	350	350	350	350	350	350	350	250	300	200	6
Holiday Weekday		250	350	350	350	350	350	350	350	350	350	350	350	250	300	200	6
Saturday		250	400	400	400	400	400	400	400	400	400	400	400	250			6
Sunday					350	350	350	350	350	350	350	350					5
Peak Saturday		250	450	450	450	450	450	450	450	450	450	450	450	250			7
Boxing Day		200	250	250	250	250	250	250	250	250	250	250	200				4
Poppleton Bar																	
Weekday		200	300	300	300	300	300	300	300	300	300	300	300	200	200	150	6
Holiday Weekday		200	300	300	300	300	300	300	300	300	300	300	300	200	200	150	6
Saturday		200	300	300	300	300	300	300	300	300	300	300	300	200			6
Sunday					300	300	300	300	300	300	300	300					6
Peak Saturday		200	400	400	400	400	400	400	400	400	400	400	400	200			7

SPECIFICATION ANNEX 6**PARK & PEDAL ADMINISTRATION**

1. A 'Park & Pedal' service shall be provided at all six Park & Ride sites.
2. City of York Council representatives shall be responsible for the administration of rental and maintenance of lockers following the procedure outlined in the 'Park & Pedal Information Sheet' below.
3. Supervisors shall conduct a visual check of the lockers on a daily basis. They shall check that the locks are working freely on a monthly basis.
4. The spare locker keys should be stored in a secure environment (e.g. key cabinet) on the Park & Ride site.

PARK & PEDAL SCHEME INFORMATION SHEET

Please keep this sheet in the file with the blank and completed rental agreement forms

For any queries about Cycle Lockers, Keys, or Forms please contact Andy Vose at City of York Council to discuss.

Tel. 01904 551608 or e-mail andy.vose@york.gov.uk

Scheme Description : Rentable cycle locker scheme at Park & Ride sites to enable drivers to drive to the site, park up and then cycle the remainder of the journey.

Rental Charges (until further notice):

£15 refundable deposit for the locker key, plus

- **either £10 per month**
- **or £100 per year paid as a lump sum (the equivalent of two free months).**

All payments are collected by Direct Debit by City of York Council (including deposits).

New Customer

- Please direct any new customer who is interested in renting a locker to Andy Vose, Cycling Officer at the Authority in the first instance (contact details above). **Please do not issue them with any forms at this point. The only blank forms you should keep on site are the Rental Agreement Forms (PPRAF1).**
- He will send them out an application form and Direct Debit form for them to complete and return to him. Once the forms have been returned and the Direct Debit is set up he will then issue them with a Key Authorisation Letter to bring with them to the Park & Ride site office.

The site office staff should then follow the procedure below.

1. **Check the authorisation letter has the correct name**
2. **Get the applicant to fill out the relevant sections of the Rental Agreement Form, PPRAF1** (an example of which is stapled to the back of this information sheet) , spares of the Rental Agreement form should be kept on site at all times, if stocks run low please arrange to get some more photocopied. Please note if you have any other old application forms or Direct Debit forms please destroy these. Forms are now only sent out from the council offices to enable us to keep track of applications and amend the forms as and when needed.
3. **Check the applicant's proof of name and proof of address.** For proof of name applicants need to show some form of official photo ID with their name on it such as a driving licence photo-card, passport or staff ID card. For proof of their address they can again show their driving licence or a recent bill or official letter in their name with their address on it. **Once checked the supervisor should fill out the "office staff only" section of the form and allocate the applicant one of the remaining lockers, the locker number should be noted on the form.** The applicant should read the terms of the agreement on the back of the form and sign at the bottom to agree to abide by the terms of the agreement. The site supervisor should also sign to approve the rental on behalf of the owner (City of York Council) at the bottom.
4. **Only after all this has been done should the applicant be given a key for their allocated locker.** Please inform the applicant that if they lose their key they will lose their deposit and will have to pay another deposit (£15) for a replacement by direct debit. Please also inform them that if they decide they want to stop the lease on their locker they need to return their key to the Park & Ride site office and that the supervisor will then contact the council to arrange for the Direct Debit to be stopped and the key deposit refunded.
5. The completed form should then be filed at the Park & Ride office together with the key authorisation letter.

Lost Locker Key

If a customer reports that they have lost their locker key please inform them that they will lose their original key deposit and another £15 will be deducted by Direct Debit as a further deposit for the new key (they will receive an invoice confirming this). **Please let Andy Vose at the Authority know a key has been lost so he can arrange for the additional £15 to be collected.**

Please check how many keys you still have for that particular locker. If there are two issue them with one of the keys. If only one key remains because either someone has lost a key in the past or a past customer has ceased their rental but not returned the key then there are two options available.

1. If there are spare lockers available on the site please allocate them a new locker and amend the existing paperwork you have for them in the file with the new locker number and make a note that they have switched lockers and the date.
2. If there are no spare lockers available please contact Andy Vose at the Authority as he will have to arrange for a new lock to be fitted. In the meantime the customer will need to report to the site office as and when they need to access their locker and get the supervisor to lock and unlock it for them until the new lock has been fitted. They will need to show you proof of their ID.

Please do not issue a customer with the last remaining key as we need to keep a key for each locker on site at all times in case of emergencies and to enable us to check the lockers are in good working order and are not being misused.

If a customer subsequently finds their original key then please add this back to your key box on site and let Andy Vose know so he can reimburse the additional deposit they will have paid.

Returned Locker Key

If someone decides they no longer want to rent their locker they need to return the locker key to the site supervisor. Please add this to the other keys held for this locker and make a note on the paperwork that the key has been returned plus the date the key was returned. Let the customer know that their £15 deposit will be paid back to them by Direct Debit. **Contact Andy Vose at the Authority to let him know the key has been returned so he can arrange for the deposit to be refunded.**

SPECIFICATION ANNEX 7

LANDSCAPE MAINTENANCE SPECIFICATION

GENERAL

The Landscape specification is based upon the Manual of Contract Documents for Highway Works Volume 1 Specification for Highway Works as amended below and with the Appendices at the end of this annex.

SERIES 3000 (05/01)
LANDSCAPE AND ECOLOGY

Contents

Clause	Title
3001	General
3002	Weed Control
3005	Grass Seeding, Wildflower Seeding and Turfing
3007	Grass, Bulbs and Wildflower Maintenance
3008	Watering
3009	Establishment Maintenance for planting
3010	Maintenance of Established Trees and Shrubs
3011	Management of Waterbodies

LANDSCAPE AND ECOLOGY

3001 GENERAL

NOTICE AND LIAISON

1 If required in Appendix 30/1, the Operator shall give at least 48 hours notice to the Authority of the intention to commence any of the following operations, or other operations stated in Appendix 30/1:

- (i)** Planting
- (ii)** Mulching
- (iii)** Application of pesticides
- (iv)** Any works within, adjacent to, or which may affect any site of nature conservation or archaeological interest stated in Appendix 30/1.

This notice shall be repeated subsequent to periods when the operations have been temporarily suspended. If required in Appendix 30/1, the Operator shall liaise directly with other landowners to give notice and arrange precise access dates for works outside the road boundary.

PEAT

2 Peat or peat-based products shall not be used, except:

- (i)** where peat is excavated on site; or
- (ii)** where peat is required in Appendix 30/1.

PESTICIDE APPLICATION

3 A 'Pesticide' shall be any agent exerting biological control over living organisms and as such, shall include herbicides, pesticides, lumbricides, fungicides, algaecides, moss killers and all such similar products or materials.

4 All pesticides, methods of application, materials and tank mixes, methods of working, transportation, storage and records shall be strictly in accordance with current legislation and codes of practice. The Operator shall make available to the Overseeing Organisation evidence of competency in the use of pesticides.

5 The pesticides shall be fit for the purpose for which they are intended. Only pesticides intended for horticultural applications (not agricultural applications) shall be used. All pesticides shall be used in strict accordance with the manufacturer's instructions.

PARK & RIDE SPECIFICATION ANNEX 7

6 The method of application and the undertaking of the work shall not lead to the pollution of any watercourse or water supply. The Maintenance Provider shall comply with current advice pertaining to the application of pesticides near watercourses. Such advice is given as follows:

In England and Wales, the Maintenance Provider shall comply with current MAFF and Environment Agency guidelines for pesticides application near watercourse. Before each pesticide application near a watercourse, the Maintenance Provider shall notify the Environment Agency and obtain any necessary consent forms. The Maintenance Provider shall be responsible for the return of completed consent forms to the Environment Agency.

7 All pesticides shall be securely and safely stored and transported. All used or partly used containers shall be removed from Site immediately after use. Application equipment and containers shall not be rinsed out on Site under any circumstances.

8 The Maintenance Provider shall ensure that all machinery and equipment used in the application of all pesticides is properly cleaned, maintained, serviced and repaired in accordance with the manufacturer's instructions to ensure correct application and to prevent malfunction and leakage at times.

9 Water used for dilution of pesticides shall be from a clean supply.

10 The pesticide is to be applied during the season and weather conditions favourable to the effective control of the targeted species. The method of application shall minimise spray drift. No pesticide shall be applied when wind speeds are high enough to cause spray drift. The Maintenance Provider shall postpone, cancel or suspend the application of pesticides at any time when it is considered that conditions have become unsuitable.

11 Prior to commencement the Maintenance Provider shall publicise, in accordance with current regulations, that pesticides applications are to be undertaken.

12 A record of all pesticide use shall be maintained by the Maintenance Provider on a form as detailed in Appendix 30/1. It shall contain such information as the pesticide, name of operative, location of Site and weather conditions. A copy of the record form shall be submitted to the Authority at intervals to be stated in Appendix 30/1.

BIRD NESTING SEASON

13 For the purposes of this Specification, the bird nesting season shall be the period 1st March – 31st July..

INSPECTION REPORTS

PARK & RIDE SPECIFICATION ANNEX 7

14 If required in Appendix 30/1, the Maintenance Provider shall provide Inspection Reports for the activities carried out under Clauses 3007, 3009 and 3010. The reports shall identify the level of work activities undertaken for each operation on a form as detailed in Appendix 30/1.

3002 WEED CONTROL

GENERAL

1 Weed control shall be required in the locations and at the frequencies given in Appendix 30/2, for infestations of injurious weeds as follows:

- (i) Broad leafed dock
- (ii) Curled dock
- (iii) Common ragwort
- (iv) Creeping thistle
- (v) Spear thistle
- (vi) Himalayan Balsam
- (vii) Giant hogweed
- (viii) Japanese knotweed.

Other species which may be a nuisance locally that require control in accordance with this sub-Clause shall be stated in Appendix 30/2.

2 Weed killing shall achieve total die-back of weeds and in the case of total weed control shall not allow any significant re-growth (less than 5%) within six months of application. In the case of selective weed control there shall be not more than 5% re-growth during the season.

TOTAL WEED CONTROL

3 On hardstandings, gravelled or paved areas and around street furniture, contact, translocated and residual herbicides approved for total weed control shall be applied in accordance with the manufacturer's instructions, at the locations and frequency stated in Appendix 30/2.

5 In open ditches, lagoons, watercourses and filter drains a contact or translocated herbicide approved for use in or near water shall be applied in accordance with the manufacturer's instructions, at the locations and frequency stated in Appendix 30/2.

SELECTIVE WEED CONTROL IN GRASS

PARK & RIDE SPECIFICATION ANNEX 7

6 At the locations and frequency stated in Appendix 30/2, weeds in verges, central reserves, planted areas and other grassed areas shall be controlled using a selective translocated herbicide. The herbicide shall be applied during a period of active growth in accordance with the manufacturer's instructions.

Weed Control by Spot Application of Herbicide

7 Where described in Appendix 30/2, weed control shall be carried out to control the target species listed, using spot treatment with a translocated herbicide, i.e. applied with a device that ensures that the herbicide touches weed species only. The herbicide shall be applied in accordance with Clause 3001, at the season and frequency stated in Appendix 30/2.

Weed Control by Pulling/Handweeding

8 Handweeding shall be carried out at the locations and frequency stated in Appendix 30/2. Handweeding shall consist of the removal of the entire weed, including roots, by digging, forking, hoeing or pulling. Weeds shall be removed prior to flowering and the arisings removed in accordance with sub-clause 10 of this Clause.

WEED CONTROL BY CUTTING

9 Weeds shall be cut at the locations and frequency stated in Appendix 30/2. The weeds shall be cut prior to flowering to a height of between 50 and 75mm or as otherwise stated in Appendix 30/2.

Arisings from Weed Control Operations

10 Where described in Appendix 30/2, all arisings from weed control operations shall be removed from Site. Injurious weed arisings shall be destroyed.

3005 Grass Seeding, Wildflower Seeding and Turfing**Season**

1 Where required. Grass seed shall be sown during the period 1 March to 31 May or 1 September to 31 October, unless otherwise stated in Appendix 30/5. Wildflower seed shall be sown during the period stated in Appendix 30/5.

Final Cultivations

2 Where stated in Appendix 30/5, immediately prior to sowing or hydraulic seeding or laying turf the upper 50mm of soil shall be reduced to a fine tilth by use of a chain harrow or other suitable plant.

3 If required in Appendix 30/5, fertiliser or other soil ameliorants shall be evenly incorporated into the upper 50mm of soil during final cultivations at the rate stated in Appendix 30/5.

Seed

4 Seed shall comprise the mixture(s) stated in Appendix 30/5.

5 Grass seed shall comply with BS 4428.

6 Grass seed shall be a tested mixture and certificates of germination and purity obtained from an Official Seed Testing Station not more than six months prior to sowing shall be provided to the Authority.

7 The Maintenance Provider shall provide written evidence to the Authority that seeds comply with any provenance requirements described in Appendix 30/5.

CONVENTIONAL SOWING

8 Unless otherwise stated in Appendix 30/5, sowing shall be carried out by evenly distributing the seed at a rate of not less than 20g/m² for side slopes of embankments and cuttings and not less than 15 g/m² elsewhere.

9 Sowing shall be immediately followed by lightly raking the surface of the soil to cover the seeds, by use of a chain harrow or other suitable plant.

HYDRAULIC SEEDING

10 **Where required**, hydraulic seeding shall be applied in the locations stated in Appendix 30/5. The hydraulic seeding mixture, any special process requirements and the rate of application shall be as described in Appendix 30/5.

The mixture shall be kept constantly stirred during application to maintain homogenous slurry.

Grass Seed Germination

11 The seeding shall be repeated as necessary until an evenly distributed sward is established over the seeded area. The Maintenance Provider shall allow for maintenance of all grass areas in accordance with Clause 3007 until this has been achieved. Establishment shall be regarded as achieved when at least 80% of quadrant sub-divisions are recorded as 'filled' when tested in accordance with Annex A3 of BS 3969.

Turf

12 Turfing shall be carried out in accordance with BS 3969 and BS 4428.

13 When it is stated in Appendix 30/5 that turf arising on Site shall be used, such turf shall be stripped as follows or as otherwise described in Appendix 30/5:

(i) Grass shall be mown before lifting to no more than 35mm high.

(ii) Turves shall be cut using plant or tools designed for the purpose.

PARK & RIDE SPECIFICATION ANNEX 7

(iii) Turves shall not be cut from soil that is frozen, waterlogged, as defined in Clause 618, or excessively dry.

(iv) Turves shall be of uniform thickness, in accordance with BS 3869.

(v) Turves shall be rectangular, with the shorter sides not less than 300 mm.

14 Where stated in Appendix 30/5, imported turf shall be used. All imported turf shall comply with BS 3969 and BS 4428. Imported turf shall contain the grass and/or herb mixture stated in Appendix 30/5.

15 The source of turf shall be notified in writing to the Authority and a sample of not less than 6 no. 300 mm x 300 mm turves provided for approval in accordance with Clause 106, not less than one week prior to commencing turving.

16 Imported turf shall be delivered to the Site within 24 hours of lifting. Care shall be taken in transport to avoid deterioration due to inadequate covering or overheating.

17 Turf shall be laid within 18 hours of delivery between 1 April and 30 September and within 24 hours of delivery between 1 October and 31 March. If this is not possible, turf shall be temporarily laid flat on topsoil and kept moist.

18 Turves shall not be stored in stacks over 1.4m in height.

19 Turf shall be laid on soil that is moist but not frozen or waterlogged, as defined in Clause 618. Turf shall not be laid during periods of drought or onto soil that is excessively dry, or during heavy rainfall.

20 Turf shall be placed working from planks laid on previously laid turves.

21 Levels shall be adjusted by raking out or infilling with fine soil under the turves. When laid, turf shall be lightly tamped in place with clean wooden beaters. The use of rollers shall not be permitted.

22 After laying turf the surface shall be dressed with finely sifted topsoil/sand which shall be brushed in to completely fill all joints.

23 Whole turves shall be used at edges and trimmed to a clean line. Turf shall be neatly cut away to a diameter of 800mm around individual trees.

24 If required in Appendix 30/5, turf shall be secured in position using either:

(i) Softwood pegs, 200mm long x 25 mm square; or

(ii) Galvanised wire pins, 200 mm long x 4 mm diameter, bent or hairpin pattern.

25 Where stated in Appendix 30/5, immediately after laying, turfed areas shall be watered at a rate of 15 l/m².

PARK & RIDE SPECIFICATION ANNEX 7

26 Newly sown or turfed grass shall be watered as necessary to ensure establishment. When grassed areas require irrigation, water shall be applied at the rate of 15l/m² using low pressure hose sprinkler or spray evenly over the entire area.

Established Cuts

27 Any opening of joints or uneven levels in turf areas caused by shrinkage of turves or settlement shall be made good by top-dressing with 50% sieved topsoil/50% fine sand mix.

28 For the number of cuts stated in Appendix 30/5, newly-established grass, whether newly-sown or turfed, shall be mown to leave a nominal 50mm height. The first mowing shall be carried out once the grass has reached a height of 100mm, the second and any subsequent establishment cuts when it has re-grown to 100mm. The plant used for mowing shall comply with any requirements of Appendix 30/5. Any turves disturbed by mowing shall be re-firmed into their original position and watered to their full depth.

29 Unless permitted otherwise in Appendix 30/5, all areas shall be left clear of grass cuttings following each mowing by raking or other suitable method, and arisings disposed of off Site.

3007 Grass, Bulbs and Wildflower Maintenance

General Grass Maintenance

1 The grass and wildflower areas to be maintained are scheduled in Appendix 30/7. Prior to any cutting operation all stones or other harmful material from whatever source which may damage grass cutting plant or create a possible hazard to persons or property shall be removed off Site.

2 Tractors mounted with grass cutting equipment shall comply with manufacturer's recommendations regarding the fitting and operation of attachments. Grass cutting equipment fitted to tractors shall comply with manufacturer's recommendations regarding the fitting and operation of such attachments. All dedicated grass cutting machines shall have an effective silencer of the type originally fitted on manufacture. All grass cutting equipment, whether self-propelled or attached to a tractor, shall comply with the following:

- (i)** All cutters and blades shall be sharpened and set according to the manufacturer's recommendations to ensure a consistent cleanly mown sward and the height of cut determined as the height above ground level to the cutting blade measured with the machine standing on a hard level surface.
- (ii)** All guards shall be in place and in good condition and all safety devices shall be operational and of a type originally fitted on manufacture.
- (iii)** For grass and vegetation cutting on slopes, the grass cutting equipment manufacturer's recommendations relating to safe gradients for cutting shall be observed.

PARK & RIDE SPECIFICATION ANNEX 7

3 Grass shall be cut cleanly and evenly, at the frequencies and to the heights specified in this Clause, without damage to the existing surface. Soft vegetative growth such as clover and other broad-leaved vegetation shall be deemed to be part of the cutting operation where it falls within areas of grass.

4 Mowing shall take place over the whole grass area up to its boundaries which may be fencing, paving or similar, leaving no areas uncut and producing an even sward height across the whole area.

5 The grass cutting operation shall include cutting around all obstacles such as trees, posts and signs. Strimmers may be used where appropriate. Areas around obstacles shall be cut to the same height as specified for the surrounding grassed areas, but no cutting shall be carried out within the distance from individual plants given in Appendix 30/7.

6 Mowing operations shall avoid spillage of debris such as stones onto carriageway or footways. Grass clippings and arisings lying on roads, footpaths, car parks, drains and other hard surfaces shall be immediately swept up and removed off Site. Grass clippings and arisings on all other areas shall be dispersed evenly over the sward, unless specified otherwise in this Clause or in Appendix 30/7.

7 During periods when ground conditions are so wet as to prevent grass cutting without causing damage to the surface or producing divots, operations shall cease and shall recommence only when ground and weather conditions are suitable.

8 Bulb foliage in areas where grass is cut shall not be cut down as a separate operation. The first cut of grass areas containing bulbs shall, as far as is possible, be timed to coincide with the commencement of bulb foliage die-back, not earlier than six weeks after flowering and normally early June for Narcissus spp.

GRASS CUTTING: HIGH FREQUENCY

9 In the locations stated in Appendix 30/7, cutting requirements for close mown grass shall be as follows, or as otherwise stated in Appendix 30/7:

- (i)** First cut after Winter/Spring. The areas shall be cut when the grass reaches a height of 50-75 mm to a height between 25-40 mm and the cuttings removed off Site.
- (ii)** Subsequent cuts. The areas shall be cut to a height between 25-30mm, at least 12 times per year during the growing season.

10 The edges of planted areas adjoining kerbs, hard surfaces and structures shall be cut with edging shears or a mechanical equivalent, at least four times per year during the growing season. Clean straight or curved lines as determined by the original shape of the grass area, or the adjacent structure or hard surface shall be produced. Herbicide treatment in lieu of edging will not be permitted.

11 The edges of planted areas adjoining kerbs, hard surfaces and structures shall be re-formed at least twice per year to produce clean straight or curved lines as

PARK & RIDE SPECIFICATION ANNEX 7

determined by the original shape and dimension of the grass area. Where edges abut planted areas, re-forming shall include drawing back the soil from the edges so that edging shears can be used.

12 Where edges abut hard surfaces, re-forming shall include the removal of any soil or vegetation growing on or through the hard surface.

Wildflower Areas and Areas of Nature Conservation

26 Where cutting of wildflower areas or areas of nature conservation value is required, one or more of the following operations, or any other operations, shall be carried out, as directed in Appendix 30/7.

29 Where directed in Appendix 30/7, weed control in wildflower areas shall be carried out using spot treatment with a translocated herbicide applied in accordance with sub-Clause 3002.7, at the frequency stated in Appendix 30/7. Herbicide shall be applied to undesirable broadleaved species such as the thistles listed in Clause 3002, nettle and bramble unless they are stated in Appendix 30/7 to be of nature conservation value.

30 Where directed in Appendix 30/7, any weed growth that cannot effectively be controlled by chemical means without risk of damage to wildflowers shall be hand-weeded in accordance with sub-Clause 3002.8, at the frequency stated in Appendix 30/7.

3008 Watering

General

1 The Maintenance Provider shall ensure that there is no delay in the execution of watering by obtaining all necessary licences and permissions from water companies for the efficient execution of watering on any particular Site, including stand pipes, pressure reducing valves, hoses, bowsers, pumps, sprinklers and ascertaining the availability of second class water from sewage works or other approved sources in the event of a Hose Pipe Ban.

2 Watering grass, shrubs, hedges and trees shall be temporarily suspended in areas where ponding occurs or where there is a risk of surface run-off. Once any surface water has soaked away, repeated applications shall be applied until the watering operation has been completed.

3 Water to individual trees shall be applied either by low pressure hose or through irrigation hoses to the base of the plants ensuring thorough soaking of the ground occupied by the root system of the plant. Where necessary a depression shall be formed around the stem base of the plant to ensure that water reaches the root zone and does not run off at the surface onto the surrounding ground.

4 Any damage caused by a result of watering operations shall be reinstated including the replacement of any soil lost from pits or beds due to washing off. Following watering, bed and pit surfaces shall be left even and all plants firm and root

PARK & RIDE SPECIFICATION ANNEX 7

systems not exposed. Particular care shall be taken not to damage plants when handling hoses in planted areas.

ESTABLISHMENT WATERING

5 The Maintenance Provider shall water all planting undertaken under the Contract, in accordance with this Clause, at the frequency necessary to ensure establishment and survival, until all planting works are completed.

6 For the establishment period stated in Appendix 30/8, the Maintenance Provider shall water all planting undertaken under the Contract, in accordance with this Clause, at the frequency necessary to ensure establishment and survival.

Additional Watering

7 Where required in Appendix 30/8, additional watering shall be instructed by the Authority in the locations stated in Appendix 30/8, during periods of abnormally dry weather. When instructed, water shall be applied at the following rates or as stated in Appendix 30/8:

- (i)** Grassed areas: water shall be applied at the rate of 15 l/m² using low pressure hose sprinkler or spray evenly over the entire area.
- (ii)** Shrubs, hedges and ornamental beds: water shall be applied at the rate of 25 l/m² to shrub beds and 25 litres per linear metre to hedgerows by low pressure hose sprinkler or spray evenly over the entire area. Careful forking of sealed or compacted surfaces shall be carried out to facilitate percolation.
- (iii)** Trees: the minimum quantity of water specified in Appendix 30/8 shall be applied by low pressure hose to each tree. Before the first application of water and after any break of more than five weeks, the ground surface around the tree for a radius of 500mm shall be loosened with a fork to aid penetration into the soil. The water shall be applied at a steady rate to avoid run-off to and erosion of the surrounding area.

3009 Establishment Maintenance for Planting

1 Plants and planting areas shall be maintained in accordance with this Clause in the locations and over the time periods stated in Appendix 30/9.

FIRMING

2 Plants shall be inspected during each visit to undertake maintenance operations and any which have been subject to frost heave or wind rock shall be straightened to an upright position and the ground re-firmed.

Stakes, Tubes, Guards and their Ties

3 Stakes, tubes, guards, and their ties shall be inspected twice per year in October and March, and adjusted to allow for the growth of each plant. Any damaged items

PARK & RIDE SPECIFICATION ANNEX 7

shall be removed off Site and replaced with new items in accordance with Clause 3006.

4 Stakes, tubes, guards and ties shall be removed from plants where they are no longer required and either disposed of off Site or returned to the Authority for re-use, as required in Appendix 30/9.

Pruning

5 All pruning shall be undertaken in accordance with the requirements of Clause 3010, using secateurs and handsaws. Stems shall only be removed so as to retain the natural appearance of the individual plant species in accordance with the guidance in BS 7370. Arisings from pruning shall be disposed of in accordance with Clause 3010.

6 All broken and badly damaged branches from the plants shall be pruned by cutting back to within 10 mm of the parent branch or trunk or to a suitable bud/node. The cut shall be angled correctly in accordance with BS 7370.

7 At the edges of planted areas, branches and stems shall be cut back to a minimum of 300 mm behind the kerbline, fence, wall or other edge demarcation.

Organic Mulch

8 Any mulch which has fallen onto adjoining hard surfaces and grassed areas shall be swept up and, if not contaminated by weeds or rubbish, returned to the planted area and spread to original depth. Any mulch which has been contaminated by weeds or rubbish shall be removed off Site.

Weed Control: Young Trees and Shrubs in Grass Plots

9 Plant circles shall be defined as the area within a 500 mm radius of an individual tree or shrub, within which weed control operations are carried out.

10 At the locations and frequency stated in Appendix 30/9, where mulch mats are not used, translocated herbicides shall be applied to the plant circles around individual trees and shrubs in accordance with Clause 3001 and sub-Clause 3002.2, using a shield to protect the plants from the herbicide. The operation shall include the clearance of vegetation by hand from within shelters and guards.

11 At the locations and frequency stated in Appendix 30/9, where mulch mats are not used, a residual herbicide shall be applied to the plant circles around individual trees and shrubs in accordance with Clause 3001 and sub-Clause 3002.2, whilst protecting the trees and shrubs from the herbicide. Prior to application, the ground surface shall either be free of grass or weeds, or any grass present shall be no more than 50 mm height.

Weed Control: Young Trees and Shrubs in Cultivated Beds

15 Ornamental planted areas shall be cleared of all litter and debris prior to weed control operations and the arisings removed off Site.

PARK & RIDE SPECIFICATION ANNEX 7

16 Where required in Appendix 30/9, planting areas shall be visited monthly to carry out specified weed control operations. Any grass and weed growth within the planted beds shall be removed by hand or chemical means as stated in Appendix 30/0. Herbicides shall be used in accordance with Clause 3001. The roots and foliage of weeds and grass shall be removed off Site once die back is complete.

17 The use of herbicide will not be permitted in planting beds containing perennial plants even when the leaves of these plants have died down and they are dormant.

18 Where organic mulch has been applied, the depth shall be maintained at an even depth of 75 mm by the addition of fresh mulch in accordance with sub-Clause 3006.55 at least once during the maintenance period.

WEED CONTROL: HEDGES

20 Where required in Appendix 30/9, the hedge base and an area of 300 mm width on either side of the hedge plants shall be kept free of weeds by herbicide treatment or handweeding. Herbicides shall be applied in accordance with Clause 3001.

21 Where organic mulch was applied after planting, the Maintenance Provider shall inspect the depth of mulch once per year in March. If the mulch is less than an even depth of 75mm, new mulch to sub-Clause 3006.55 shall be laid to restore the depth to 75mm.

INDIVIDUAL TREES IN PAVEMENTS

24 Individual trees shall be defined as feathered, standard and extra heavy standard trees planted as single specimens rather than as part of a planted group. Street trees in pavements, tree grilles and those planted as specimens within a plot are defined as individual trees, as well as any other existing young or semi-mature trees identified in Appendix 30/9 or by the Authority.

25 The individual trees in the locations stated in Appendix 30/9 shall be inspected annually during the growing season and maintained as follows:

- (i)** All weeds around the base of the tree shall be removed, to a radius of 500 mm in grass or to a whole tree station if in the pavement or a tree grille. Removal shall be by hand and/or chemical means as directed in Appendix 30/9. When using herbicide the requirements of Clause 3001 and sub-Clause 3002.2 shall apply.
- (ii)** Tree supports, stakes, ties and anchoring systems shall be inspected and adjusted.
- (iii)** When trees can stand unsupported, stakes and/or ties shall be removed, back-filling stake holes with topsoil and compacting topsoil.
- (iv)** Formative pruning shall be carried out in accordance with Clause 3010, including removal of epicormic shoots and the removal of deadwood.

- (v) The Maintenance Provider shall report to the Authority any defects requiring further action.

3010 Maintenance of Established Trees and Shrubs

1 Plants shall be maintained in accordance with this Clause in the locations and over the time periods stated in Appendix 30/10.

Weed Control: Trees and Shrubs in Cultivated Beds

2 Cultivated beds shall receive weed control treatment four times per year during the growing season or at the frequency stated in Appendix 30/10. Any grass and weed growth within the bed shall be removed by hand or chemical means, as required in Appendix 30/10. Herbicides shall be used in accordance with Clause 3001 and Clause 2002. The roots and foliage of weeds and grass shall be removed off Site when die back is complete.

Arisings from Pruning, Cutting or Felling of Woody Plants

3 Any infected (diseased or pest) prunings or timber arisings shall be removed off Site immediately after cutting and burned or buried at a depth of no less than 2.0m in a location to be approved in writing by the Authority, except diseased arisings affected by diseases described in Arboricultural Research Notes or Arboriculture Research and Information Notes issued by the Arboricultural Advisory and Information Service, which shall be dealt with in accordance with the advice published in these Notes.

4 Healthy arisings shall be dealt with in one or more of the following ways, as required in Appendix 30/10:

- (i) Removed off Site without chipping first.
- (ii) Chipping. All arisings shall be processed immediately using a woodchipper. All remaining arisings from thinning/coppicing that cannot be chipped shall be removed off Site.
- (iii) All arisings from chipping shall be removed off Site.
- (iv) Where chippings are to be retained on the Site, the chipper shall produce chippings in the size range 0-75 mm.
- (v) Where chippings are to be spread back onto the Site within areas of existing vegetation, without intending to suppress or kill the existing ground vegetation, the chippings shall be returned to within the boundary of the areas stated in Appendix 30/10 and spread to an even consolidated depth of 25 mm maximum.
- (vi) Where chippings are intended to act as a weed-suppressant mulch, they shall be spread over the pruned or coppiced plantations stated in Appendix 30/10 to a depth of 75mm.

PARK & RIDE SPECIFICATION ANNEX 7

- (vii)** Chippings which are excess to the requirements specified in Appendix 30/10 shall be removed off Site.
- (viii)** Arisings of greater than 150mm diameter shall be securely placed on Site in the locations stated in Appendix 30/10 for nature conservation purposes.
- (ix)** Where directed in Appendix 30/10, the arisings from thinning and coppicing shall be windrowed on the centre of embankments or cuttings within the boundary of the area in which the work has taken place. Material shall not be dragged from one area to another. With cross-cutting and cut branches only the timber shall be windrowed. All side branches from the cut timber shall be removed and the timber reduced to 1m lengths. Windrows shall be formed in one of the following patterns, as required in Appendix 30/10, keeping the arisings at least 500mm away from the retained trees and shrubs:
 - (a)** For younger plantations windrows shall be 7m apart and a minimum of 3m from the edges of the plantation. The windrows shall be secure, with the material tightly packed and stacked to a height and width of between 0.5 and 1m.
 - (b)** For older plantations, windrows shall be 7m apart and a minimum of 10m from the edges of the plantation. The windrows shall be secure, with the material tightly packed and stacked to a height and width of between 1 and 1.5m.

Shrub Pruning

5 All pruning cuts shall be made in accordance with BS 7370.

6 Pruning shall be undertaken using secateurs and handsaws. Mechanical hedgecutters may only be used on compact small-leaved species which have dense foliage. Pruning shall be undertaken to promote flowering and fruiting in accordance with the species and age of the plant. Stems shall only be removed so as to retain the natural appearance of the individual plant species.

7 All broken and badly damaged branches shall be pruned from the plants.

8 Species shall be pruned in accordance with the following categories:

- (i)** Shrubs grown for coloured stems.

All stems shall be cut down to 50mm above ground level, or to 50mm above the coppice stool if cut down previously, at a frequency to maintain a succession of coloured stems, as stated in Appendix 30/10. This shall be carried out during the dormant season but outside the bird nesting season.

- (ii)** Shrubs which flower on Current Season Wood

PARK & RIDE SPECIFICATION ANNEX 7

All wood which has borne flowers shall be removed immediately after flowering and all young wood retained to bear flowers in the following year.

(iii) Shrubs which flower on Previous Season Wood.

All the previous season wood shall be cut back to within two or three buds of the old wood.

(iv) Shrubs which flower on Old Wood.

One or two of the oldest stems from each plant shall be removed completely, crowded and weak growth shall be thinned out and the young shoots shall be cut back to fresh growth in the main stems.

(v) Roses

For modern varieties of groundcover and bush roses, all growth shall be pruned back to the point of the previous cut. Hedge trimmers may be used on these modern varieties. For other varieties of groundcover and floribunda roses, all growth shall be pruned back to an outward facing bud, 5 buds from the base of the previous season wood in March. For hybrid teas, all growth shall be pruned back to an outward facing bud, 3-5 buds from the base of the previous season wood in March. For Rugosa cultivars, all growth shall be pruned back to an outward facing bud, 3-5 buds from the base every five years, in March.

(vi) Shrubs which require trimming.

Pruning shall be undertaken back to the flowering heads, but not into the old wood, immediately after flowering.

(vii) Overgrown shrubs

Where stated in Appendix 30/10, shrubs shall be coppiced back to within 300mm of the base in later winter. The final wound surface shall be smooth and angled to allow water run-off.

9 All growth which extends over the footway or carriageway which is dead, dying or hazardous shall be removed. All shrubs that are encroaching upon, or obscuring visibility of adjacent signs, structures, electrical equipment, gates or visibility splays shall be pruned. All suckers shall be removed from rootstocks.

Climbing Plants

10 Climber growth which extends over the footway or carriageway which is dead, dying or hazardous shall be removed. All shrubs that are encroaching upon, or obscuring visibility of adjacent signs, structures, electrical equipment, gates or visibility splays shall be pruned. All suckers shall be removed from rootstocks.

Hedge Maintenance

11 The Maintenance Provider shall liaise with adjacent landowners regarding the access arrangements and working hours described in Appendices 1/7 and 1/9 in order to carry out hedge maintenance. All arisings shall be disposed of by the Maintenance Provider.

12 No trimming, laying, or clipping shall take place during the bird-nesting season. The frequency and timing of cutting shall be as given in Appendix 30/10.

13 All cutters and blades shall be sharpened and set according to the manufacturer's instructions.

15 Growth shall be reduced to the point of the previous cut and on completion, both sides of the hedge shall be perpendicular and the top shall be level and at right angles to the sides. Exceptions to this shall be as described in Appendix 30/10.

16 All clippings lodged in the top or sides of the hedge shall be removed off Site. During the cutting operations all litter and debris within the structure of the hedge shall be removed off Site.

17 All hedge laying works shall be carried out in a manner to ensure that the newly laid hedge possesses a neat, uniform appearance of density. The work shall be carried out ensuring that the cut hedge plants are able to re-grow vigorously.

Individual Established Trees in Pavements

32 Individual trees shall be defined as feathered, standard and extra heavy standard trees planted as single specimens rather than as part of a planted group. Street trees in footways, tree grilles and those planted as specimens within a group shall be defined as 'individual trees' as well as any other young or semi-mature trees identified in Appendix 30/10.

33 The individual trees shall be inspected annually during the growing season, and maintained as follows:

- (i)** All weed around the base of the tree shall be removed, to a radius of 500mm in grass or to a whole tree station if in the footway or a tree grille. Removal shall be by hand and/or chemical means as appropriate. When using herbicide the requirements of Clause 3001 and sub-Clause 3002.2 shall apply.
- (ii)** Tree supports, stakes, ties and anchoring systems shall be inspected and adjusted.
- (iii)** When trees can stand unsupported, stakes and/or ties shall be removed. Stake holes shall be backfilled with topsoil which shall be lightly firmed.
- (iv)** Pruning shall be carried out in accordance with sub-Clauses 3010.5,6 and 7, including removal of epicormic shoots and the removal of deadwood.

PARK & RIDE SPECIFICATION ANNEX 7

Competing secondary leader shoots, and closely spaced, duplicated branches with potentially weak or tight forks shall be removed.

- (vii) The Maintenance Provider shall report to the Authority any defects requiring further action.

3011 Management of Waterbodies

- 1 The following operations shall be undertaken where required in Appendix 30/11.
- 2 All rubbish and debris shall be removed from the entire surface of the waterbody, including any partially submerged items.
- 3 Inlets and outlets as detailed in Appendix 30/11 shall be inspected twice per year usually in February and October and their condition reported to the Authority.

Weed Control

- 4 Undesirable species or areas of vegetations to be subject to weed control shall be as described in Appendix 30/11.
- 5 Herbicide applied to weeds in or near waterbodies, including banks adjacent to ditches, shall be used in accordance with Clause 3001 and sub-Clause 3002.5.
- 6 Where required in Appendix 30/11, weeds in the waterbodies shall be removed by handweeding in accordance with sub-Clause 3002.8 or by mechanical means.

Reedbeds and Marginal Plants

- 9 Where required in Appendix 30/11, reedbeds shall be inspected twice per year in February and October or at other times stated in Appendix 30/11, and their condition reported to the Authority.
- 10 The timing and methodology of inspection and operations shall avoid affecting habitats of birds, fish and invertebrates. The presence of protected or rare species shall be reported to the Authority.

PARK & RIDE SPECIFICATION ANNEX 7

APPENDIX 30/1: GENERAL

- 3001.1 The Maintenance Provider shall give the Authority notices (v), (viii) and (x) as listed under sub-clause 3001.1, plus notification of the following operations:
(xi) Each site visit during the maintenance period
- 3001.2 Peat may be used where it is a constituent of recycled materials e.g. mushroom compost, for use within the soil ameliorant/compost.
- 3001.12 A copy of the record forms noting the use of pesticides (herbicides) are to be submitted to the Authority within one week after each operation.
- 3001.13 The bird nesting season for this contract shall be from the end of March to the end of July.
- 3001.14 The Maintenance Provider shall provide Inspection Reports, as specified under clause 3001.14 at monthly intervals.

APPENDIX 30/2: WEED CONTROL

- 3002.1 Weed control shall be required in all planted and seeded areas at frequencies recommended by the manufacturer in order to prevent the specified injurious weeds from seeding and perennial weeds from becoming established. Herbicides containing Atrazine will not be permitted. Other weeds that are a nuisance within the scheme include (ix) Mare's tail (x) Nettle (xi) Creeping buttercup.
- 3002.3 Twice during the maintenance period as agreed with the Authority.
- 3002.5 Herbicide shall only be used on the banks of ponds for site preparation and for the control of injurious weeds stated in sub-Clause 3002.1.
- 3002.6 Weed control shall be required in all grassed areas at frequencies recommended by the manufacturer in order to meet the requirements of the specification by preventing weeds from seeding and perennial weeds from becoming established. Herbicides containing Atrazine will not be permitted.
- 3002.7 Spot application of herbicides shall be used within grass and wildflower seeded areas four times during the maintenance period to prevent injurious weeds listed in sub-clause 3002.1 from seeding and becoming established.
- 3002.9 Weeds shall be cut in the areas that are not mulched, within areas of whip planting at 2m and 1.5m centres (tree mixes A, B and C) prior to flowering, and at least three times during the maintenance period and the cuttings evenly dispersed, without damage to guards or plants.
- 3002.10 The Maintenance Provider is required to remove arisings from weed control operations from all areas, except areas of whip planting at 2m and 1.5m centres. Removal of dead weeds shall take place 3-4 weeks after herbicide application.

APPENDIX 30/7: GRASS, BULBS AND WILDFLOWER MAINTENANCE

PARK & RIDE SPECIFICATION ANNEX 7

- 3007.1 All grass and 'wildflower areas' are to be maintained as Clause 3007.
3007.5 Grass cutting shall be taken up to the edge of planting beds, mulched areas and individual tree circles.
3007.9 Sub-clause 3007.9 'high frequency' shall apply to all 'grassed areas'.
3007.26 Sub-clause 3007.26 (ii) 'Annual Summer/Autumn Cut' to a height of 40-50mm shall apply to all 'wildflower areas'. The arisings shall be removed from site.
3007.29 Sub-clause 3007.29 shall apply to all 'wildflower areas'; to be carried out four times during the growing season as required.
3007.30 Weed control on the banks of all ponds shall be by hand where necessary to fulfil sub-clause 3007.30.

APPENDIX 30/8: WATERING

- 3008.6 The establishment period shall be the maintenance period.
3008.7 During periods of abnormally dry weather the Maintenance Provider shall carry out additional watering in order to meet the requirements of sub-clause 3008.6 except when water supply is or is likely to be restricted by emergency legislation in which case the Maintenance Provider shall obtain instructions on watering. The Maintenance Provider shall provide the Authority with maintenance reports, which shall note all watering operations.

APPENDIX 30/9: ESTABLISHMENT MAINTENANCE FOR PLANTING

- 3009.1 Clause 3009 shall apply to all planted and seeded areas for the maintenance period.
3009.4 Stakes, tubes, guards and ties shall be disposed of off Site.
3009.10 Sub-clause 3009.10 shall apply for weed control in summer months to all transplants, shrubs and trees within 'Tree mixes A, B and C', applied as necessary in strict accordance with the manufacturer's instructions to maintain the required level of weed control.
3009.11 Sub-clause 3009.11 shall apply for weed control in winter months to all transplants, shrubs and trees within 'Tree Mixes' applied as necessary in strict accordance with the manufacturer's instructions to maintain the required level of weed control.
3009.16 Sub-clause 3009.16 shall apply to all planting beds at a spacing of 1.0m centres or denser.
3009.20 Sub-clause 3009.20 shall apply to all hedges.
3009.25 Sub-clause 3009.25 shall apply to all individual trees.

APPENDIX 30/10: MAINTENANCE OF ESTABLISHED TREES AND SHRUBS

- 3010.1 Sub-clause 3010.1 shall apply to all trees and shrubs during the maintenance period.
3010.2 Weed control treatment shall be applied as necessary in strict accordance with the manufacturer's instructions to maintain the required level of weed control; which shall be a minimum of four times during the maintenance period.

PARK & RIDE SPECIFICATION ANNEX 7

- 3010.4 Sub-clause sections (i), (ii), (iii) shall apply.
- 3010.8 Buddleia spp.: Do not prune immediately after flowering, coppice in March.
Cornus spp.: Leave the previous season stems to flower and cut down the remaining old stems to 50mm above ground level in April.
Genista tinctoria / Lonicera nitida 'Maigreen' / Prunus 'Zabelliana' / P.laurocerasus 'Cherry Brandy': where required, lightly trim after flowering to avoid competition with neighbouring plants.
Symphoricarpus spp.: where required, lightly trim and thin out in February to avoid competition with neighbouring plants.
- 3010.9 Lonicera periclymenum has been planted as a climber and should be allowed to climb up trees.
Hedera colchica 'Arborescens' has been planted as a ground cover and should be trimmed back from trees.
- 3010.12 Hedges shall be trimmed once within the period between September and December.
- 3010.15 All hedges shall be maintained at a height of between 1.1 and 1.4m. The main leaders shall be left to grow until the required hedge height has been attained.

Appendix 30/11: Management of water bodies

- 3011.1 Sub-clauses 3011.2/4/6/10 shall apply to all ponds.
- 3011.3 Sub-clause 3001.3 shall apply to the balancing pond.
- 3011.4 The banks to all the ponds shall be subject to weed control, in particular to remove the following undesirable species listed in 3002.1, especially Japanese knotweed.
- 3011.6 Invasive weeds shall be removed from all the ponds by hand.
- 3011.9 Sub-clause 3011.9 shall apply.

SPECIFICATION ANNEX 8

TOILET CLEANING

1.0 General Description of Works

- a) The Authority owns Public Conveniences at all of the Park & Ride sites except the Designer Outlet. The public conveniences shall be opened and closed by the operator with the same opening hours as the Park & Ride sites.
- b) This Specification calls for both cleaning and the supply of some consumables and equipment.
- c) The Operator may deploy operatives of either sex in order to undertake the Scheduled works, provided that where work of any nature is being undertaken at any Convenience for any one sex, an appropriate notice shall be displayed to the satisfaction of the Authority to warn the public. The Operator must also ensure that all operatives are screened in accordance with Criminal Records bureau procedures.
- d) Subject to any other restrictions which may be imposed by any other paragraph in this Specification, cleaning work will proceed during normal opening hours. The Operator will be expected to organise his work to the satisfaction of the Authority, so as not to interfere with or obstruct or cause injury to users of the Conveniences. Warning notices must be displayed as appropriate.
- e) The Operator shall supply the following materials during the performance of the Contracts:

Liquid soap dispensing machines.

Soaps (liquid soaps are to be of a viscosity as recommended by the manufacturers of the equipment).

Soft tissue toilet rolls or flat packs as appropriate with appropriate anti-vandal design holders.

Refuse receptacles with lids.

Cleaning fluids and disinfectant.

Paper hand towels (where electric dryers are not fitted or not working).

PARK & RIDE SPECIFICATION ANNEX 8

Tools and/or equipment necessary for the proper performance of the Contract as to the satisfaction of the Authority.

Containers specifically designed for sanitary towel/tampon disposal and servicing of same at all female toilet sites.

Deodorisers. The Operator shall supply and service deodorisers at all sites.

The quality and quantity of the materials supplied shall be to the entire satisfaction of the Authority and under no circumstances should materials containing Chlorofluorocarbons be used, nor any other product the use of which may cause injury or discomfort to users of the facilities. All relevant substances must be accompanied by satisfactory COSHH assessments. All cleaning operatives must have evidence of relevant training in the use of hazardous substances likely to be encountered. The Operator must show evidence of having carried out risk assessments where necessary on the use of all materials.

- f) The Operator must use his best endeavours to conserve water and electricity, but not so as to place users/employees at risk, or cause inconvenience.
- g) The Operator will also facilitate access to the service ducts by representatives of the statutory undertakers for the purpose of inspecting, reading and maintaining their equipment and by other Operators for similar purposes, to the satisfaction of the Authority.
- h) Limited storage and welfare facilities are available at certain sites and these will be available to the Operator. Only materials and equipment relevant to this Contract shall be stored at any one time. All materials and equipment stored at these locations shall be stored in a safe and tidy manner to the satisfaction of the Authority and the Operator will keep these store areas free from debris. The Operator is to supplement these facilities as necessary to ensure proper execution of the Works.
- i) One set of keys will be provided by the Council. Any further keys required will be the responsibility of the Operator, and must be returned to the Authority upon termination of the Contract.
- j) The nature of the work is such that it involves weekend, Bank and Public Holiday working and the Operator is to include for all additional costs relating there from. All facilities will be closed on Christmas Day and New Years Day unless the Park & Ride service is instructed to be operated.

PARK & RIDE SPECIFICATION ANNEX 8

- k) The disposal of all waste, including Clinical Waste, from the buildings shall be the responsibility of, and at the expense of, the Operator. Waste is to be taken to a disposal site on a daily basis as approved by the Authority. In the case of clinical waste the Operator will be required to comply fully with the statutory obligations and best practice methods prevailing.

2.0 Operator's Responsibility

- 2.1 The overriding responsibility of the Contract will be to ensure that all rooms and areas including service ducts within the premises and the adjoining land are kept clean and in functional condition for the duration of the Contract to the satisfaction of the Authority.
- 2.2 The Operator shall take all reasonable steps to discourage and prevent vandalism, including installation and repair, where necessary, of vandal proof fittings and in the event of the Operator's employees witnessing any acts of vandalism or improper conduct on the part of any person within or immediately adjacent to the conveniences, the facts must be reported forthwith to the Police and the Authority.
- 2.3 Discarded sharps e.g. syringes are sometimes found in the public toilets. The Operator should make all employees aware of this fact in order that they may exercise due care when undertaking the duties required of them under this Contract. The Operator will, to the satisfaction of the Authority, make such arrangements including the provision of specialist equipment as necessary so as to ensure the safe collection and disposal of such items and any other items that also fall within the legal definition of clinical waste. The Operator is to ensure that appropriate recognised training is to be provided for operatives who may come into contact with these items. Training records will be audited. The Authority should be notified of all such occurrences.
- 2.4 Some conveniences are fitted with time clocks for the lighting system. It will be the Operator's responsibility to ensure that the equipment is adjusted as necessary so as to provide for adequate lighting at all times when the facilities are available for public use, and that all lights are extinguished when the facilities are closed.
- 2.5 It is the responsibility of the Operator to ensure that all personnel involved in the operation of this Contract are fully conversant with procedures appertaining to the handling and disposal of clinical waste and associated materials and should be certificated to this effect. Training records must be retained and available for inspections by the client.

3.0 Periods, Time and Frequency of Visits

PARK & RIDE SPECIFICATION ANNEX 8

3.1 The toilets shall be cleaned twice per day seven days per week with a frequency of not less than four hourly.

4.0 Cleansing/Other Tasks Upon each Programmed Visit

4.1 The following tasks are to be carried out on each programmed visit, to the satisfaction of the Authority:

- a) Remove all litter, refuse and other arisings from the operations listed below from the site of each convenience and dispose of on a daily basis in an appropriate manner.
- b) Empty, clean, sanitise and replace as necessary sanitary dressing containers.
- c) With clean water containing a suitable cleansing agent wash, sanitise and dry all hand basins, taps, mirrors, sanitary fittings and tiles.
- d) Clean and sanitise all urinals, lavatory pans and seats, leaving the latter dry.
- e) Clean and sanitise as necessary all soiled areas of walls, door ledges, sills and other surfaces and remove graffiti including all obscene and offensive graffiti.
- f) Thoroughly sweep all floors, wash with clean water containing suitable cleansing agents so as to remove all dirt and stains and remove excess moisture with clean mop.
- g) Replenish toilet tissue, paper towels and soap. The provision of these items to each facility must be adequate to last until the next scheduled visit. Each provision must, therefore, be checked and additional supplies provided as necessary to ensure compliance with this requirement.
- h) Clear accumulated rubbish from external paths and areas adjoining the premises and sweep so as to leave the area in a tidy condition.
- i) Remove cobwebs at all levels.
- j) Before leaving the premises the Operator must take all practicable steps to make safe any apparatus which is found to be damaged or defective by turning off the water in the case of bursts or turning off electricity in the case of a damaged electrical apparatus or by other appropriate action; damaged or defective apparatus must be reported immediately to the Authority, and in all cases where an appliance cannot be left in operational condition, an "Out of Order" notice supplied by the

PARK & RIDE SPECIFICATION ANNEX 8

Operator must be posted on the appliance and maintained in that position until it has been repaired.

- k) If it is found necessary to close down the convenience completely, this must be immediately reported to the Authority, and an appropriate "Out of Order" notice supplied by the Operator must be posted to the external door, and this notice maintained in that position until the facility can be re-opened.

5.0 Cleansing Weekly

5.1 The following tasks are to be completed, to the satisfaction of the Authority, within one week of the commencement of the Contract and thereafter at once weekly intervals in accordance with a programme to be agreed with the Authority:

- a) Descaling, cleansing and removing all deposits from fittings, including flushing rims, seat covers, hinges, S & P traps, outlet traps, pipework, domical grating, sparge pipes and exterior flushing tanks of urinals and WC bowls.
- b) Descaling, cleaning and removing all deposits from the entire surface area of washbasins and sinks, including the underneath.
- c) Refilling of any open joints revealed by the removal of deposits when necessary.
- d) Remove any graffiti or offensive markings not capable of being removed during the daily programme.
- e) Clean internal and external windows.

6.0 Toilets for the Disabled

6.1 All such facilities are for the exclusive use of registered disabled persons of either gender and the Operator is to use his best endeavours to ensure only such persons are able to avail themselves of these facilities.

6.2 All units are equipped as part of the National Key Scheme, with locks to a standard pattern. The R.A.D.A.R. Key scheme therefore operates at such units.

6.3 The Operator is to use sensitive discretion to enable disabled persons not in possession of such a key to avail themselves of the facilities.

6.4 All enquiries concerning the supply of keys or the use of the facilities are to be directed to the Authority.

7.0 Standards of Performance

PARK & RIDE SPECIFICATION ANNEX 8

7.1 All works or services shall be performed to the highest standard and ultimately to the satisfaction of the Authority whose decision is final. Any work not carried out in accordance with the approved Schedules or to the required standard will be rectified within the periods shown in Paragraph 7.2. A rectification instruction may be given verbally to the Operator or any of his employees in order to effect such remedy. It will subsequently be confirmed in writing.

7.2 Any work not carried out in accordance with the approved Schedules or to the required standard will be rectified as follows:

For works scheduled more than once daily – within one hour of an instruction to rectify.

For works scheduled once daily – within two hours of an instruction to rectify.

For other works – within 24 hours.

8.0 Programmes of work

8.1 The Operator shall submit to the Authority for approval as part of a programme of work, plans detailing the routes and areas to be visited on each working day for all Services required by this Specification.

8.2 Details of any issues arising from the cleaning programme shall be identified in the monthly progress report and raised at the quarterly progress meetings.

SPECIFICATION ANNEX 9

SMART TICKETING SPECIFICATIONS

1. Service Level Agreement for smart ticket kiosks (Cammax) – *PDF separate*
2. ITSO specification for Park & Ride smart ticketing products – *PDF separate*

SPECIFICATION ANNEX 10

GREEN BUS FUNDING

- 1.0 The Authority successfully secured **£186,125** from the Government's Green Bus Fund (round 4) in 2013.
- 2.0 The grant was awarded to fund the difference between the cost of two fully electric buses and their diesel alternatives. Developer funding was to be used to fund the residual capital value of the buses which were to be used to provide a service to link the development and York city centre.
- 3.0 Due to a decision on behalf of the developer not to proceed with the investment, The Authority is keen to use this funding to accelerate the adoption of Ultra Low Emission buses on the York network.
- 4.0 This funding, currently resting with the Authority, is therefore made available to operators on the basis that:
 - 4.1 The finance is used to fund up to eighty percent (80%) of the difference between the cost of two (2) Ultra Low Emission buses and Diesel variants of the same model.
 - 4.2 The routes on which the buses are used serve York City Centre.
 - 4.3 The buses are operated on local bus services in the City of York area for a period of not less than five (5) years from their initial deployment.
- 5.0 Operators are not compelled to use this funding and any decision about whether to use this funding or not will not influence the scoring criteria employed for the Park & Ride procurement.

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Service Level Agreement

City of York Council

Index

- 1 Definitions and Abbreviations
- 2 Working Hours
- 3 Items Covered
- 4 Time Allocations
- 5 Targets
- 6 Support Pricing
- 7 Escalation
- 8 Termination
- 9 Proposal Qualification

1. Definitions and Abbreviations

Service Level Agreement –	SLA
Cammax Limited -	Cammax
The Client –	City of York Council
The Kiosk Owner –	City of York Council
Estimated Time of Arrival -	ETA

Action Time – The time for Cammax to advise the client by Phone or Email of the ETA of an engineer to site.

Response Time – Shall mean the elapsed time during the service window between the call being passed or made available to Cammax by the Client and the time that the engineer arrives on site.

Fix - Shall mean resolving the reported fault by either giving technical guidance to the customer over the phone or the engineer repairing on site. The engineer may replace faulty parts on site or provide a replacement unit and support its installation until working satisfactorily. Any return visit to replace or install parts at a later date would be regarded as a continuation of the call but the response would still be regarded as being within the response time.

2. Working Hours

Cammax Limited's normal working hours for the purpose of this SLA are:

Monday to Friday - 8.30a.m. to 5.30p.m

Hours required outside those above, when specifically requested by the client, will be subject to extra charge at our standard rates. Cammax reserve the right to work on equipment outside these hours, where access is possible, in order to give improved service to our clients.

2.1 General Support Fault Logging Process

1. A fault call is originated by the kiosk owner to the Cammax Support Desk via phone or email - with relevant details to determine a fix.
2. If the issue is likely to be a kiosk hardware fault then Cammax will attend the kiosk and fix the fault within the SLA. If the issue is software related then this will be investigated and resolved via remote access.
3. Any callout deemed as accidental damage, misuse or abuse is not covered by this support contract and will be charged for any parts, engineering time and travel costs.
4. The ticket is closed and the owner informed of normal operation.

3. Items Covered under this SLA

11 x Ticket Vending Kiosks incorporating the following components

- 19" High Bright Monitor
- Zytronics PCAP Touch Sensor
- Fujitsu Industrial USFF PC
- Card dispenser
- Ingenico chip and pin (no contactless)
- UPS
- LED lighting
- 2 x fans (1 x inlet & 1 x outlet)
- 80mm Thermal Printer
- Software issues such as bugs or errors
- Cleaning service – 2 scheduled cleaning visits per year

3.1 Breakdown of Items Not Covered

Calls caused by the following are specifically (but not exclusively) excluded and will be charged at rates detailed in Cammax Kiosk Price Structure:

- Kiosk damage, due to misuse or abuse. – Defined as non-product fault i.e. vandalism or any physical damage to the unit.
- Failure of the Kiosk owner to complete a re-boot when requested.
- User Error
- No Fault Found – Defined as customer request for visit and subsequent engineer visit determines no fault found with unit.
- Wireless network failures whereby the network key changes or the wireless hub has a malfunction

Any call out that falls under section 3.1 will be charged as per the rates below.

1 man standard call out fee charged at £125

2 man standard call out fee charged at £249

3.2 Service Description

Cammax will be responsible for hardware items, offering specifically but not exclusively the following services:

- Level 1 & 2 telephone support
- On site engineering services
- Timed preventative visits to each kiosk
- Bench fixing of out of warranty items

3.3 Product Warranty

The product warranty for individual components will be in line with the manufacturer's warranty terms of 12 months.

4. Timing Allocations

4.1 Action Time

Cammax will respond to all requests within two hours with an action plan. The action plan will be communicated by either telephone or email.

Included in the plan will be the ETA of an engineer to site.

4.2 Response Time

Any call should be reported using the following methods:

Telephone: 01977 669946

Email: support@cammaxlimited.co.uk

If despatch of an engineer to site is required, the target response will be:

Where calls are received before 16.30 – ETA prior to 17:30 the next Cammax working day

Where calls are received after 16.30 – The SLA will not commence until the following Cammax working day. I.e. call received Monday at 17:00 target response Wednesday before 17:30

5. Targets

	Within Two Hours (Standard)	Within One Hour
Target Action Time	95%	75%
	Within Standard Next Day SLA	
Target Response Time	95%	

6. Support Pricing

Quantity	Description	Price per kiosk per annum	Contract length (years)	Total Price
11	Transport Vending Kiosks Hardware & Software Support Parts & Labour	£550.00	2	£12100.00
11	Cleaning services	£300.00	2	£6600.00

7. Escalation

Should a call require additional attention please follow the escalation route below:

1. Cammax helpdesk **01977 669946**
2. Simon Kelly Technical Manager **07792 971673**
3. Adrian Hamer Project Manager **07974 835598**

Email: support@cammaxlimited.co.uk

Contact Information

Cammax Limited
Unit 2a
Willowbridge Way
Castleford
West Yorkshire
WF10 5NP

Paper Rolls may be purchased by emailing: sales@cammaxlimited.co.uk

Paper Roll Size = 80 x 150 x 25mm

8. Termination

- 8.1 Either Party may terminate this Agreement by giving to the other not less than 90 Days written notice, to expire on or at any time after One Year.
- 8.2 Either Party may forthwith terminate this Agreement by giving written notice to the other Party if:
 - 8.21 Any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 30 Days of the due date for payment.
 - 8.22 The other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 30 Days after being given written notice giving full particulars of the breach and requiring it to be remedied.
 - 8.3 The Client shall have the right to forthwith terminate this Agreement by giving written notice to the Service Provider in the event that the Service Provider fails to provide the Services in compliance with the Service Levels for the period set out in Section 4 above.

9. Proposal Qualifications

1. Contract based on a 24 month term
2. Contract start date is 4th February 2016
3. Contract finish date is 3rd February 2018
4. All prices are stated excluding VAT

This Agreement is made 4th February 2016

BETWEEN

(1) Cammax Limited whose registered address is Unit 2A, Willowbridge Way, Castleford, WF10 5NP

And

(2) City of York Council whose registered address Sustainable Transport Services, West Offices, Station Rise, York, YO1 6GA

Signed by



For & on behalf of
Cammax Limited

Name: Adrian Hamer

Date: 4th February 2016

Signed by

For & on behalf of
City of York Council

Name:

Date:



City of York Council

Invitation to Tender for York's Park and Ride Service

PART 2: SPECIFICATION APPENDICES

www.yortender.co.uk

PARK & RIDE APPENDIX 1

PARK AND RIDE SERVICE APPENDICES

CONTENTS

Appendix 1	Business rates and patronage (in separate spreadsheet)
Appendix 2	Estimate of site costs & advertising income
Appendix 3	History of Park and Ride in York
Appendix 4	TUPE information (see separate spreadsheet)

Appendix 1 Patronage and Business Rates**PARK & RIDE BUSINESS RATES**

The Authority collects business rates, but does not have the power to set them; these are calculated by multiplying the property's Rateable Value, estimated by the Valuation Office Agency (VOA), by a national figure defined by HM Government (see <https://www.gov.uk/introduction-to-business-rates/how-your-rates-are-calculated>). It is not the role of the Authority to judge whether business rates are 'fair and reasonable', businesses should appeal to the VOA if they believe the Rateable Value(s) of their premises have been incorrectly estimated.

Business Rates (Paid by Operator)

	Rateable Value	Rates 2015/16	Rates 2016/17
Rawcliffe Bar	£148,000	£72,964	£73,556
Grimston Bar	£115,000	£56,695	£57,155
Askham Bar	£208,000	£102,544	£103,376
Designer Outlet	£2,325	£1,116	£1,125
Monks Cross	£102,000	£50,286	£50,694
Poppleton Bar	£117,000	£57,681	£58,149
Total	£692,325	£341,286	£344,055

PATRONAGE

The tables attached separately provide detail of the monthly patronage boardings for the service dating back to April 2011. Due to changes in the mechanism used to record boarding figures at this stage, information dating from before this time is not provided.

In addition to passengers travelling using P&R specific products and concessionary (ENCTS) passes, the column marked 'Other' records boardings made using commercial First network tickets (eg. FirstDay), single and return journeys from intermediate stops, scholars, Aviva employees and First employees.

COMMENTS ON PATRONAGE

1. During the current contract period, the cost of First's network-wide tickets have varied. On analysis of the data, this goes some way to explain the variability of various products.
2. The introduction of new ticket machines at First York in June / July 2014 produced some data which the Authority suspects may not accurately reflect the true number of passengers carried in these two months. The data is, however, included for completeness.

Appendix 2 Estimate of Site operating Costs

The following costs have been provided by the current supplier and are included to give bidders an indication of some of the possible costs associated with operating the Park & Ride estate. It should be noted that these figures are provided in good faith by the Authority but have not been independently verified.

Item	Estimated Annual Cost
Water	£15,000 – 20,000
Electricity	£60,000 – 70,000
Cleaning	£65,000 - 70,000
Advertising Income	Gross income of £7,700

Appendix 3 History of Park & Ride in York

1 The Development of Park & Ride in York

A Park & Ride (P&R) service was started in the City during the late 1970's, operating from two free under utilised car parks just beyond the City Walls, catering for peak demand for Christmas shopping. An express limited stop service was started in 1984 from the Technical College on Tadcaster Road, 3 miles out from the City centre, operating during Easter and Summer school holidays. Parking was free and a fare charged on board bus for adults. (Payment on bus has been maintained on the York operation ever since) The service expanded to meet demand so that by 1989 the Park & Ride operated during all school holidays and every Saturday throughout the year.

Following a Traffic and Parking Study completed for the Council by consultants MVA in 1988, the Council adopted P&R as a key part of its strategy for managing traffic demand until the year 2006. At that time four sites were proposed, offering 3,000 spaces. The Transport Strategy was revised in 1993, subsequently the requirement for Park & Ride increased to 6 sites. All the sites are close to the intersections between key radial routes and the Outer Ring Road.

2. Key dates

June 1990 The first full time, Monday to Saturday high frequency service was introduced from Askham Bar with a 10 minute service, increased to every 5/6 minutes in the peak. In addition to P&R custom, the Askham Bar service also carries a significant number of York College students from York city centre.

November 1994 A second six day a week service was introduced in November 1994, operating from the second purpose built site at Grimston Bar on the Hull Road, just inside the A64 / A1079 interchange. The introduction of this service was accompanied by a section of dedicated bus lane on the A1079.

1995 The Park & Ride fleet became 'fully low floor'.

May 1996 A 700 metre section of bus lane on the inbound Askham Bar route was completed in May 1996. This runs along the section of the Tadcaster Road radial known as the Mount and terminates at a set of pre-signals set back from a traffic controlled junction.

November 1998 The new Designer Outlet shopping centre opened on the southern fringe of York adjacent to the A19/A64 junction. Shortly after the opening, the Designer Outlet P&R operation commenced.

February 2000 The 900+ space Rawcliffe Bar P&R commenced operation from a purpose built site just inside the A1237 / A19

PARK & RIDE APPENDIX 2

interchange. This replaced the temporary site on Clifton Moor which had operated since 1991.

July 2004 The Monks Cross P&R service commenced operation from a location adjacent to the York Knights Rugby League ground and in close proximity to the Monks Cross shopping centre. This service has generated a significant number of reverse journeys (return trips starting at the city centre).

Inbound bus priority measures were completed shortly after the opening of the Monks Cross site, extending along most of the length of Malton Road between the roundabout at the exit to the Park & Ride site and Heworth Green. The measures comprise of 800 metres of bus lane in 3 sections, with each section terminating at a signalised bus gate.

July 2009 A P&R terminal building was opened at the Designer Outlet with supervision for the first time.

June 2014 Regularly reaching capacity by 10:00 and following award of Major Scheme funding by HM Government, Askham Bar P&R site was relocated to a new 1,100 space car park which links to the old P&R site via a dedicated bus only road.

June 2014 The Poppleton Bar P&R service commenced operation from a purpose built site near to the A59 / A1237 interchange. The service was the first to use fully Electric Vehicles. The vehicles are charged overnight and with a number of opportunity 'top up' charges throughout the day at the Poppleton Bar site.

Inbound bus priority measures were completed before Poppleton Bar P&R was opened. These comprised of approximately 500 metres of bus lane with a series of signalised bus gates.

2014 The 'Vangarde' shopping centre (comprising of retailers John Lewis, Marks & Spencer, Next and a series of eating establishments) opened. In addition to the pre-existing Monks Cross shopping centre, Vangarde increased the opportunity for the P&R operator to attract patronage against the common P&R tidal flows.

2015 Electric Vehicles entered service on Monks Cross P&R.

Spring 2016 'Primark' opened their first York store at Monks Cross Shopping Centre.

PARK & RIDE APPENDIX 2

3. Fares and Smart Ticketing

Fares levied on P&R compared with the cost of long stay parking in the City centre have been highly competitive throughout the 25 years of operation. The current return fare from the car parks is £2.80 (Feb 2017). This compares with all day city centre parking charges of between £12.00 and £19.20 (Feb 2017). Pre-paid season tickets have been offered on Park & Ride since 1990 to provide substantial savings for regular travellers.

Park & Ride fares over the last contract period

	Cash		Smartcards			
	Adult return	Concessionary return	Stored Value return/Smart Day carnet(*)	Weekly	Monthly	Annual
2009-10	£2.30	£0.00	£2.10	£9.20	£36.80	£368.00
2010-11	£2.30	£0.00	£2.10	£9.20	£41.40	£414.00
2011-12	£2.40	£0.50	£2.20	£9.60	£43.20	£432.00
2012-13	£2.50	£0.60	£2.30	£10.00	£45.00	£450.00
2013-14	£2.60	£0.70	£2.30	£10.40	£46.80	£468.00
2014-15	£2.70	£0.80	£2.40	£10.80	£44.00(**)	£440.00(**)
2015-16	£2.80	£1.00	£2.50	£11.20	£44.00(**)	£440.00(**)
2016-17	£2.80	£1.00	£2.50	£11.20	£44.00(**)	£440.00(**)

(*) Smart Day Carnet replaced Stored Value Return from May 2016. Requires minimum purchase of 5 day tickets.

(**) Monthly & annual prices kept below contract price at operator's discretion

Since 1992, electronic smart cards have been used to provide season tickets and discounts off individual fares. In 2016, an ITSO-based smart ticketing solution was employed with the accompanying roll out of 11 automatic ticket kiosks (two at every site except for the Designer Outlet which has one). The kiosks issue smart cards and can be used to load tickets on to existing smart cards.

The following P&R products are currently available, utilising the city-wide smart 'York by bus' smart card.

Smart P&R products

Product	Cost (£)
Smart 5 day carnet	12.50 (2.50 per day)
Smart weekly	11.20
Smart monthly	44.00
Smart annual	440.00

PARK & RIDE APPENDIX 2

The 'York by bus' card



4. Licence fee paid to the Authority over the previous contract by the Operator

	Gross licence fee
2009-10	£665,000.00
2010-11	£691,600.00
2011-12	£729,916.00
2012-13	£757,783.00
2013-14	£781,850.00
2014-15	£797,683.00
2015-16	£811,300.00

**Local Authorities (Executive Arrangements)
(Meetings and Access to Information) (England) Regulations 2012**

The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 came into force on 10 September 2012. These prescribe that 28 clear days' notice must be given by a decision-making body where it intends to hold the whole or part of a meeting in private because confidential or exempt information would otherwise be disclosed.

Under Section 5 (6) of the above-mentioned Regulations, it is permissible to hold a meeting (or parts of it) in private, notwithstanding that 28 days' notice has not been given, provided the Chairman of the relevant Scrutiny Committee has agreed that the meeting is urgent and cannot reasonably be deferred. The local authority is thereafter obliged to publish a notice setting out the reasons why the meeting is urgent and cannot reasonably be deferred.

Under the provisions of the above named Regulations the following report entitled **Park and Ride Operator Procurement** will contain an annex which may be considered, in private, at the meeting of Executive to be held on **Thursday 18 May 2017**. The annex may be considered in private as it contains Exempt Information as described in Paragraph 3 of Part 1 of Schedule 12A to the Local Government Act 1972 (as amended) in that the information relates to the financial or business affairs of any particular person (including the authority holding that information).

Please note that the covering report for this item of business will be available for public inspection and there will be public discussion of the business at the meeting. It is only if there is likely to be a need to discuss the details of the commercially sensitive information that the meeting will move into private session.

Reasons why the meeting is urgent and cannot reasonably be deferred:

The existing Park & Ride contract has expired and we are currently operating the service under an extension period. An early decision is required to ensure continuity of service is maintained and necessary arrangements for the mobilisation towards a new contract can be achieved by the winning supplier.

Contact:

Andrew Bradley
Sustainable Transport Manager
01904 551404
andrew.bradley@york.gov.uk

Dated: 9 May 2017

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

Document is Restricted

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