



North Essex Parking Partnership

Joint Working Committee On-Street Parking

Uttlesford District Council, Council
Chamber, London Road, Saffron Walden,
Essex, CB11 4ER

14 December 2017 at 1.00 pm

The vision and aim of the Joint Committee is to provide a merged parking service that provides a single, flexible enterprise of full parking services for the Partner Authorities.

North Essex Parking Partnership

Terms of Reference of the Joint Committee

The role of the Joint Committee is to ensure the effective delivery of Parking Services for Colchester Borough Council, Braintree, Epping Forest, Harlow, Tendring and Uttlesford District Councils, in accordance with the Agreement signed by the authorities in April 2011, covering the period 2011 – 2018.

Members are reminded to abide by the terms of the legal agreement: “The North Essex Parking Partnership Joint Committee Agreement 2011 ‘A combined parking service for North Essex’ ” and in particular paragraphs 32-33.

Sub committees may be established. A sub-committee will operate under the same terms of reference.

The Joint Committee **will be responsible for** all the functions entailed in providing a joint parking service including those for:

- Back-Office Operations
- Parking Enforcement
- Strategy and Policy Development
- Signage and Lines, Traffic Regulation Orders (function to be transferred, over time, as agreed with Essex County Council)
- On-street charging policy insofar as this falls within the remit of local authorities (excepting those certain fees and charges being set out in Regulations)
- Considering objections made in response to advertised Traffic Regulation Orders (as part of a sub-committee of participating councils)
- Car-Park Management (as part of a sub-committee of participating councils)

The following are **excluded** from the Joint Service (these functions will be retained by the individual Partner Authorities):

- Disposal/transfer of items on car-park sites
- Decisions to levy fees and charges at off-street parking sites
- Changes to opening times of off-street parking buildings
- Ownership and stewardship of car-park assets
- Responding to customers who contact the authorities directly

The Joint Committee has the following specific responsibilities:

- the responsibility for on street civil parking enforcement and charging, relevant signs and lines maintenance and the power to make relevant traffic regulation orders in accordance with the provisions contained within the Traffic Management Act 2004 and the Road Traffic Regulation Act 1984

Strategic Planning

- Agreeing a Business Plan and a medium-term Work (or Development) Plan, to form the framework for delivery and development of the service.
- Reviewing proposals and options for strategic issues such as levels of service provision, parking restrictions and general operational policy.

Committee Operating Arrangements

- Operating and engaging in a manner, style and accordance with the Constitution of the Committee, as laid out in the Agreement, in relation to Membership, Committee Support, Meetings, Decision-Making, Monitoring & Assessment, Scrutiny, Conduct & Expenses, Risk and Liability.

Service Delivery

- Debating and deciding
- Providing guidance and support to Officers as required to facilitate effective service delivery.

Monitoring

- Reviewing regular reports on performance, as measured by a range of agreed indicators, and progress in fulfilling the approved plans.
- Publishing an Annual Report of the Service

Decision-making

- Carrying out the specific responsibilities listed in the Agreement, for :
 - Managing the provision of Baseline Services
 - Agreeing Business Plans
 - Agreeing new or revised strategies and processes
 - Agreeing levels of service provision
 - Recommending levels of fees and charges
 - Recommending budget proposals
 - Deciding on the use of end-year surpluses or deficits
 - Determining membership of the British Parking Association or other bodies
 - Approving the Annual Report
 - Fulfilling obligations under the Traffic Management Act and other legislation
 - Delegating functions.

(Note: the Committee will not have responsibility for purely operational decisions such as Staffing.)

Accountability & Governance

- Reporting to the Partner Authorities, by each Committee Member, according to their respective authorities' separate arrangements.
- Complying with the arrangements for Scrutiny of decisions, as laid out in the Agreement
- Responding to the outcome of internal and external Audits

**North Essex Parking Partnership
Joint Committee Meeting – On-Street**

Thursday 14 December 2017 at 1.00 pm

Uttlesford District Council, Council Chamber, London Road, Saffron Walden, Essex,
CB11 4ER

Agenda

Attendees

Executive Members:-

Cllr Richard Van Dulken (Braintree)
Cllr Sam Kane (Epping)
Cllr Mike Lilley (Colchester)
Cllr Robert Mitchell (Essex)
Cllr Fred Nicholls (Tendring)
Cllr Danny Purton (Harlow)
Cllr Howard Ryles (Uttlesford)

Officers:-

Lou Belgrove (Parking Partnership)
Jonathan Baker (Colchester)
Liz Burr (Essex County Council)
Trevor Degville (Parking Partnership)
Qasim Durrani (Epping Forest)
Laura Hardisty (Colchester)
Simon Jackson (Uttlesford)
Samir Pandya (Braintree)
Miroslav Sihelsky (Harlow)
Hazel Simmonds (Colchester)
Shane Taylor (Parking Partnership)
Ian Taylor (Tendring)
Richard Walker (Parking Partnership)

	Introduced by	Page
1. Welcome & Introductions		
2. Apologies and Substitutions		
3. Declarations of Interest The Chairman to invite Councillors to declare individually any interests they may have in the items on the agenda.		
4. Have Your Say The Chairman to invite members of the public or attending councillors if they wish to speak either on an item on the agenda or a general matter.		
5. Minutes To approve as a correct record the draft minutes of the meeting held 19 October 2017.		1-6
8. Footway and Obstruction and Enforcement Powers To agree proposals for the Chair to seek approval from the Essex Police and Fire Commissioner to allow NEPP to enforce Footway Parking and Obstruction of the carriageway.	Lou Belgrove	7-10
9. Traffic Regulation Order Authorisation (change to annual approval)	Shane Taylor	11-12

This report concerns a change to the current procedure relating to the frequency in which Traffic Regulation requests are approved

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| 10. On Street Financial Report
The report sets out the mid year (to end of P7) financial position of the Parking Partnership. | Lou Belgrove | 13-15 |
| 11. On Street Operational Report
The report gives Members an overview of operational progress since June 2017. | Lou Belgrove | 16-18 |
| 12. Forward Plan 2017/18
This report concerns the Forward Plan of meetings for the North Essex Parking Partnership, including provisional dates for 2018-19. | Jonathan Baker | 19-23 |
| 13. Urgent Items
To announce any items not on the agenda which the Chairman has agreed to consider. | | |

NORTH ESSEX PARKING PARTNERSHIP JOINT COMMITTEE FOR ON-STREET PARKING

**19 October 2017 at 1.00pm
Council Chamber, The Water Gardens, Harlow, Essex**

Members Present: Councillor Richard Van Dulken (Braintree District Council)
Councillor Sam Kane (Epping Forest District Council)
Councillor Robert Mitchell (Essex County Council)
Councillor Danny Purton (Harlow District Council)

Substitutes:- Councillor Feltham for Councillor Lilley (Colchester Borough Council)

Apologies:- Councillor Fred Nicholls (Tendring District Council)

Also Present: - Jonathan Baker (Colchester Borough Council)
Lou Belgrove (Parking Partnership)
Liz Burr (Essex County Council)
Qasim Durrani (Epping Forest District Council)
Simon Jackson (Uttlesford District Council)
Joe McGill (Harlow District Council)
Samir Pandya (Braintree District Council)
Hazel Simmons (Colchester Borough Council)
Miroslav Sihelsky (Harlow District Council)
Ian Taylor (Tendring District Council)
Shane Taylor (Parking Partnership)

15. Expression of condolences and thanks

The Chairman expressed the Joint Committee's condolences on the sad passing of Councillor Waller earlier in the year. Councillor Mitchell highlighted to the Committee the hard work and contributions that Councillor Waller made to the North Essex Parking Partnership since its inception. The Committee expressed their thanks to Councillor Waller and stood for a minute of silence and reflection.

Thanks, were also expressed to Joe McGill, Client Officer for Harlow, who was attending his last meeting of the Joint Committee. The Chairman, and Councillor Purton noted the extensive support that he had provided to the Joint Committee and the NEPP Officers.

Councillor Mitchell also expressed thanks to Councillor Turner, the former representative from Tendring District Council for his contributions to the Joint Committee.

16. Declarations of Interest

Councillor Mitchell, Essex County Council, in respect of being a Member of Braintree District Council, declared a non-pecuniary interest.

17. Have Your Say

Steven Smith

Steven Smith, a resident from the Braintree District Council area, attended the meeting in support of the Traffic Regulation Order application for Warley Close. Mr Smith informed the Joint Committee that the TRO would provide junction protection, as it is one of the only junctions in the current area that does not have protection in place. Mr Smith stated that the current situation allows for vehicles to park near to the junction which can block access to dropped pavements it has also resulted in a number of near misses.

Mr Smith wanted to ensure that the TRO would be approved at this meeting and also to ask for further information about the process of approving and installing traffic regulation orders.

Councillor Mitchell thanked Mr Smith for attending the meeting and noted that the scheme was recommended for approval by the North Essex Parking Partnership. With regard to the schemes introduction, the NEPP approves schemes twice a year, with those approved at the October meeting designed and advertised during the winter and installed next summer. Cllr Mitchell also highlighted that he has held discussions with national Government about allowing Civil Enforcement Officers to have powers to enforce junction protection without the need for a specific TRO. This is a function that at this time can only be undertaken by the Police. Concern was raised by some Committee members regarding allowing CEO's to enforce junction protection, and it was felt that a report should come to the Committee outlining the issues that this may present.

Lisa Courtney, Saffron Walden Town Council Clerk

Lisa Courtney attended the Joint Committee to speak in support of the TRO's at Chaters Hill and Common Hill West. With regard to the Chaters Hill TRO, Lisa Courtney informed members that this forms part of the Common, which is managed and maintained to a high standard. It's a heavily used public open space and the introduction of the TRO would assist in preventing obstructions and erosion of the bank. Lisa Courtney also informed the Committee that if the TRO was installed the Town Council would look to fully repair the bank.

With regard to the TRO for Common Hill West, Lisa Courtney stated expressed their thanks for the hard work of officers from Uttlesford District Council and the NEPP for developing the proposals.

Lisa Courtney also stated that the Town Council would be happy to enter into discussions to attempt to solve an issue that's been in place for the last twenty years.

Cllr Dr Richard Freeman, Uttlesford District Councillor and Saffron Walden Town Councillor

Councillor Richard Freeman attended the meeting to provide further information and support the Common Hill West and the Chaters Hill TRO's.

With regard to Common Hill West, Councillor Freeman informed the Committee that a resident's permit zone would greatly benefit the area, which is frequented by a high number of visitors. The provision of six parking spaces would ensure that the area could be landscaped. Councillor Freeman highlighted that it is illegal to park on the village green and that there had long been a campaign to make the area a car free zone.

Councillor Freeman highlighted that the Chaters Hill TRO would allow for the bank to

be fixed and would prevent obstructions to traffic in the area. Councillor Freeman stated that the removal of two parking spaces would be a reasonable request and had been supported by Officers.

Councillor Mitchell thanked members of the public for attending the meeting and contributing to the discussions.

18. Minutes

RESOLVED that the minutes of the 22 June 2017 meeting be approved.

19. Traffic Regulation Order schemes for approval, deferral and rejection and completed schemes during 2017

Shane Taylor, Parking Partnership, introduced the Traffic Regulation Order report. The report requests that the Joint Committee prioritised the proposed traffic order schemes from the list of applications.

Shane Taylor thanked Partner Authorities for responding to the request for TRO proposals so that they could be included in the NEPP agenda.

Each partner authority provided the Committee with information relating to those TRO's that should be prioritised. With regard to Harlow District Council, as they had exceeded the number of TRO's that could be approved at the meeting it was suggested that further discussions be held with NEPP officers to establish a priority list of schemes. Officers also highlighted to the Committee the NEPP would not be able to enforce the weight restriction TRO, 30071, Third Avenue. Committee members agreed that this could be approved, however it would require support from the Local Highways Panel.

It was also noted that, TRO 60049 Lower Staines and 60148, Lincolns Field, Epping Forest District Council were listed to be approved, but are included as part of the Commuter Report proposals.

In response to a question about whether Local Authorities are informed prior to a TRO being installed, officers stated that confirmation on when work is due to commence is distributed in advance as well as when installation is completed. It is not possible, however to provide precise timings due to the impact that the weather has on installation. Members of the public are informed prior to a residents permit scheme being installed, but not before smaller schemes, however all schemes are published in the local press.

Shane Taylor provided further information about the schemes that had been installed during the year and informed the Committee there are schemes in the list that are a work in progress. Shane Taylor also stated that the list does not include the Dedham Review.

RESOLVED that;

- a) the schemes as set out in the report for Approval, Deferral, or Rejection, be agreed.

20. Traffic Regulation Order Update

Shane Taylor, introduced the Traffic Regulation Order update report. The report

requests that the Committee decide whether it wishes to enter into an SLA agreement with Saffron Walden Town Council for land at Common Hill West. The report also requests that the Committee decide whether motorcycle parking should be free of charge in resident permit areas and to consider the objections to scheme 20023 Morley Road, Halstead.

The Committee were informed that the NEPP can only work with its existing partners and therefore in order for the NEPP to undertake enforcement on the land at Common Hill West, Uttlesford District Council would need to include this land within its order. This would mean that Uttlesford District Council would become the policy making authority for the land rather than Saffron Walden Town Council. The Town Council could also work with a private contractor if it wished to, which would avoid the need to include the land in the UDC order. Committee members felt that further discussions would be needed to establish what the impact would be on Uttlesford District Council adopting the land into their order.

With regard to motorcycle permits the Committee were informed that charging only takes place in the Colchester Borough Council area and there are only a small number of permits issued. As this was not in place across the rest of the Parking Partnership area the Committee agreed that motorcycle permits should be removed. Further queries were made about whether the terminology used for motorbikes was correct and whether they should be referred to as two wheeled powered vehicles.

In relation to the TRO 20023, Morley Road, Halstead, Braintree District Council, the Committee were informed that the TRO had been re-advertised with the results highlighting that there was not an appetite for the introduction of the scheme.

RESOLVED that;

- a) Further discussions take place between the North Essex Parking Partnership, Uttlesford District Council and Saffron Walden Town Council to establish whether NEPP enforcement of Common Hill West is feasible.
- b) Motorcycle parking be allowed free of charge in residents permit areas across the North Essex Parking Partnership.
- c) Traffic Regulation Order 20023, Morley Road, Halstead is withdrawn.

21. Commuter Parking Review

Shane Taylor, Parking Partnership, introduced the Commuter Parking Review report. The report requests that the Joint Committee note the report and recommendations contained within the report and to approve the devising and advertising of a permit parking areas as per the report. The report also requests that the Joint Committee provide officers with a delegated power to instigate the tender process if a sound business case for potential intervention is made by a partner authority member.

Shane Taylor provided the Committee with background information on the process of the Commuter report. Shane Taylor stated that the site chosen for the review was Epping High Street and the proposals from the review included a signing only Residents Parking Scheme with junctions protected by short lengths of double yellow lines. With the Committee's agreement the NEPP would install the Traffic Regulation Order, which has local support, next year. This would replace some of the TRO's approved earlier in the meeting.

Shane Taylor informed the Committee that due to the size of the surveys required,

the NEPP may not have the resources and therefore consultants may be required to complete the work. In terms of future commuter surveys the intention would be that Officers with delegated authority be able to decide those areas that will be surveyed.

Committee members welcomed and noted the report. In response to questions regarding the cost and time taken to complete the survey, Shane Taylor confirmed that the total cost was £20,000 with the canvassing and surveying taking place over a period of a week at peak times.

Comments were also made that the transport authorities need to be made aware that the provision of parking around stations needs to be improved, which would benefit both commuters and local residents. Councillor Kane, Epping Forest District Council confirmed that conversations continue to take place with Transport for London, which has also raised issues such as the disparity between underground and national rail ticket prices.

Committee members were also informed, following a question, that the NEPP Officers held discussions with the consultants to highlight the different elements that needed further research around commuter restrictions, permit schemes, and issues experienced by residents.

Committee members also felt that delegation should be made to Officers, in consultation with the Chairman, for other commuter parking survey applications. Once an area has been agreed by the Officers and the Chairman it would then be circulated to other Partner Authorities.

RESOLVED that;

- a. The report and the recommendations contained within be noted.
- b. The devising and advertising of a permit parking area, as per the report be approved.
- c. Officers, in consultation with the Chairman, be provided with delegated powers to instigate the tender process if a sound business case for potential intervention is made by a Partner Authority member.

22. On-Street Financial Report

Lou Belgrove, Parking Partnership, introduced the On-Street Financial Report. The report requests that the Joint Committee note the mid-year financial position.

Lou Belgrove stated that there is an expected surplus outturn for £80,000. This could however change over the next six months, with one of the key variables being the weather during the winter period as this can alter the level of PCN income.

Lou Belgrove also highlighted that the income from residents parking has increased considerably, which is due to the additional schemes that have been installed.

The Committee also heard that the total income from the Penalty Charge Notices includes the debtor account for the financial year, meaning that it currently includes those PCN's that are expected to be paid, but have not yet been paid or are currently going through an appeal.

RESOLVED that;

- a. The On-Street Financial report be noted.

23. Forward Plan 2017/18

Jonathan Baker, Colchester Borough Council, introduced the Forward Plan 2017/18 report, which Committee members are requested to note.

Following discussions at the meeting it was suggested that a report be submitted to the next meeting outlining a proposal to only approve Traffic Regulation Orders each October, rather than the current twice a year approach of October and March.

In addition to this, it was agreed that the dates for 2018/19 be brought to the next meeting, as would the permit prices beyond 2018.

A report on the L3 scheme in Loughton, would also be brought to the meeting in December, relating to the issue of business permits on Forest Road.

RESOLVED that

- a) the Forward Plan 2017/18 be noted.
- b) The items as suggested by the Committee be added to the Work Programme.



North Essex Parking Partnership

Meeting Date: December 2017
Title: Footway and Obstruction Enforcement Powers
Author: Richard Walker, Lou Belgrove – Group Manager, Business Manager
Presented by: Lou Belgrove – Business Manager

To agree proposals for the Chair to seek approval from the Essex Police and Fire Commissioner to allow NEPP to enforce Footway Parking and Obstruction of the carriageway.

1. Recommended Decision(s)

- 1.1. To decide that the Chair of NEPP shall approach the Police & Fire Commissioner seeking permission to take over powers to enforce Footway Parking (including verge parking and Obstructive parking, including parking on the carriageway near junctions).
- 1.2. To outline a policy to accompany any future transfer of powers, if appropriate.

2. Reasons for Recommended Decision(s)

- 2.1. For good governance and fair and consistent enforcement of parking on the entirety of the highway.

3. Supporting Information

- 3.1. For the purpose of this report, the term "footway parking" is generally used to describe obstruction of any areas that might be referred to as either the "pavement" (not carriageway), "verge", "footpath" or "footway". Also to be included is obstruction of the carriageway generally, and parking on the carriageway near to a junction where waiting restrictions (sometimes referred to as 'junction protection markings') do not already exist.

4. History and Background Information

- 4.1. Footway Parking, and the similar and related obstruction issues, have long been a difficult issue to tackle. The topic of this report has its origins prior to NEPP – the subject has been talked about over the course of many, many years.
- 4.2. The main difficulties are that the issue of Footway Parking (along with general Obstructive Parking and Junction Parking) appear to be prohibited in the Highway Code, as with other sorts of parking (e.g. Waiting Restrictions conveyed by yellow lines) but were not brought into the decriminalised parking regime and remain to this day, with the Police.

- 4.3. Local Authorities have long been able to prohibit parking on footways – or anywhere on the highway or elsewhere with a landowner’s consent), through the use of a Traffic Regulation Order (TRO), but this Committee Members will know, this process is very cumbersome and long-winded – often costing upwards of £3000 and 2 years to implement.
- 4.4. A number of attempts have been made to resurrect a total ban on footway parking, but none has been successful, to date.
- 4.5. It is of note that a number of other enforcement activities has, however, gradually passed from Police to Local Authority Control:
- 1991 onwards – starting in London – decriminalisation of parking enforcement, generally, took place. Some authority enforcement had been possible since 1984.
 - Footway parking was already banned in London (the Greater London Council (General Powers) Act 1974); there a Traffic Regulation Order (TRO) is not required to restrict footway parking.
 - Heavy commercial vehicle parking on footways and reservations is banned, and enforceable by the local authority.
 - Parking on a cycle track is banned, and enforceable by the local authority.
 - On 16 April 2003 the enforcement of bus stop clearways, The Road Traffic Act 1991 (Special Parking Areas) (England) Order 2003 was brought into force, becoming enforceable by the local authority.
 - Between 2002-04 – decriminalisation of parking took place in Essex – parking enforcement passed from Police to Local Authorities, except for obstruction, footway parking, and parking near junctions; pedestrian crossing was left with both organisations to enforce (where Police, the matter is endorsable, and takes precedence).
 - In 2008 – dropped kerbs and double-parking enforcement was passed to local authorities by way of a Statutory Instrument.
 - In 2011, discussions gained some ground with the government issuing some guidance and a new sign which could be used in prohibiting footway parking – however there was no relaxation in the legislation, meaning a TRO would still be required for each area to be enforced.
 - There is a local act called the Essex Act which (amongst other things) prohibits certain verge parking activities, enforcement of which has also been decriminalised.
- 4.6. A number of organisations support a ban on footway parking. In Scotland, consultation has been carried out; details are given under the ‘further reading’ section of this report.
- 4.7. Currently there is no nationwide ban on footway parking, due to the wide range of circumstances and locations where pavement parking occurs. Therefore local authorities outside London may only regulate pavement parking through the implementation of specific Traffic Regulation Orders (TRO). The police are able to regulate footway parking, but only when a vehicle is deemed to be causing an obstruction.
- 4.8. Guidance is given to local authorities about “Pavement Parking” in paragraphs 13.13 – 13.15 of the Department of Transport’s Statutory Guidance on Parking.

Pavement parking

13.13 Parking a heavy goods vehicle (HGV) on the footway contravenes section 19 of the Road Traffic Act 1988 and can be enforced by a Civil Enforcement Officer in a CEA. Pavement parking by all motorised vehicles is banned throughout London (except where expressly permitted) and in some other

parts of England by local Acts of Parliament. In these circumstances the ban does not need to be signed but compliance may be better if it is. Any authority may introduce a ban on pavement parking in a CEA with a TRO and their CEOs may enforce it. Such a ban must be indicated with traffic signs authorised by DfT.¹⁷⁶ Physical measures such as high kerbs and bollards will increase compliance.

13.14 During the appraisal of their parking policies, an authority should consider whether pavement parking is a problem in any part of its area. If it is, and it is not covered by an existing TRO, the authority may wish to consider amending their TROs, or making new ones.¹⁷⁷

13.15 The Secretary of State recommends that if an authority wants to prohibit pavement parking, it publicises the provisions of the ban, the reasons for it and the date of introduction.

5. Policy and the Considerate Parking Initiative

- 5.1. The CPI is an initiative promoted and piloted by Tendring District Council which was not taken up by NEPP, at the time of its formation, due to a lack of funding. It is now proposed that, should a footway parking ban be possible, the policy to be used would echo that of the CPI.
- 5.2. CPI recognises the need to retain valuable parking space where possible and the need to win public support to combat anti-social parking. By highlighting the issues and asking motorists to be more considerate it is hoped the need for further regulation and enforcement can be avoided.
- 5.3. The scheme provides an opportunity for motorists to understand the consequences of their actions, to alter their parking habits and therefore avoid the need for further regulation of the roads, for the police to issue notices for obstruction or for other legal action to be undertaken.
- 5.4. A move to local authority control would enable Civil Enforcement Officers issue notices to vehicles parked not complying with the CPI objectives, but rather causing a nuisance to others. Results could also be used to demonstrate the need for additional parking areas, more restrictions, or where stronger action on dealing with footway and other obstructions is required.

6. Previous reports to NEPP

- 6.1. Back on 8 March 2012 the Group Manger presented a report to NEPP on the review by Department for Transport (which had been outlined in February of that year) of the traffic order making process, which had recently been published in a number of papers culminating in a consultation document entitled: *Traffic orders: simplifying the process*.

- 6.2. Whilst there were no new powers included in the February 2011 communication, the release did clear up some mixed messages over footway parking and signage which pre-dated this. The announcement in terms of regulation changed nothing, as TROs could already be made for these purposes, however a new sign diagram was introduced at the time which could be used in place of existing ones for footway waiting restrictions.
- 6.3. Certainly the Parking Partnership has lobbied by letter the Minister on the point of TROs, with our joint letter of 2011. NEPP commented on where a TRO must be advertised in local newspapers as well as Notices on-street, and particularly the time and cost of the present scheme process; reducing so-called “red tape”.
- 6.4. In the Information Age, it is considered that the Internet could be a cheaper, better and faster means of displaying TRO Notices, proposals, details and plans. The way TROs are described is changing with mapping of restrictions being encouraged.
- 6.5. Nothing happened as a result of that consultation and so the TRO process, referred to above, is still time consuming and costly to implement. This counts out the TRO as a convenient way of tackling the problem of footway parking.

7. Standard references

- 7.1. There are no particular publicity or consultation considerations; equality, diversity and human rights; community safety; health and safety or other risk management implications.

Background Papers

1. A Summary of events – see <https://democracy.cambridge.gov.uk/documents/s33833/briefing%20paper%20on%20pavement%20parking.pdf>
2. Pavement and on-street parking in England - Parliament UK: <http://researchbriefings.files.parliament.uk/documents/SN01170/SN01170.pdf>
3. The proposed Bill (The Pavement Parking (Protection of Vulnerable Pedestrians) Act 2016 – https://publications.parliament.uk/pa/bills/cbill/2015-2016/0016/cbill_2015-20160016_en_2.htm#l1g1).
4. The Hansard extract from the debate over the Private Member’s Bill – see <https://publications.parliament.uk/pa/cm201516/cmhansrd/cm151204/debtext/151204-0001.htm#15120444000003>

Further Reading

1. Details of the Scotland parallel process are outlined in https://consult.gov.scot/road-policy/improving-parking-in-scotland/user_uploads/improving-parking-in-scotland.pdf and <https://consult.gov.scot/road-policy/improving-parking-in-scotland/>
2. Details of a paper from 2011 on ‘Footway Parking Blight’ <https://www.gov.uk/government/news/freeing-pedestrians-from-pavement-parking-blight>
3. Research papers are also available from the National Archives at: <http://webarchive.nationalarchives.gov.uk/tna/20110203191603/http://www.dft.gov.uk/pgr/roads/tpm/tmaportal/tmafeatures/tmapart6/pavementparkingmanagementres1744/>



North Essex Parking Partnership

Meeting Date: December 2017
Title: Traffic Regulation Order Authorisation (change to annual approval)
Author: Shane Taylor – Technical Specialist
Presented by: Shane Taylor – Technical Specialist

This report concerns a change to the current procedure relating to the frequency in which Traffic Regulation requests are approved

1. Recommended Decision(s)

- 1.1. To support a change to the current frequency that Traffic Regulation Order applications are approved from bi-annual meetings to an annual meeting (October)

2. Background information

- 2.1. Currently TRO applications can be approved bi-annually (March and October) however those approved in March are held until October when additional schemes are chosen, forming the following financial years works programme, however this leads to an avoidable delay for schemes approved in March.
- 2.2. All scheme requests chosen for approval in March and October are devised during the winter months when other NEPP work cannot be assumed due to the generally inclement weather witnessed between October and March.
- 2.3. Advertising of all schemes devised during winter months usually occurs towards the end of March/beginning of April and pending any significant issues such as referrals to judicial review or our board, the summer/autumn months are then utilised to install the numerous schemes previously approved and advertised.
- 2.4. Advertising of individual schemes considered to be of heightened priority due to specified reasons or the introduction of schemes on a temporary or experimental basis is available and utilised where required and this would not alter in the future.
- 2.5. Schemes are advertised in batches to avoid increased advertising costs and to assist in the planning and future delivery of aforementioned schemes.
- 2.6. Devising and advertising schemes approved in March separately would incur additional costs (extra officer/advertising/administration)
- 2.7. A formal change to the current process would be in recognition of how our team currently operates.

3. Benefits of change

- 3.1. Easier to administer total number of schemes allocated to each partner authority with each to retain current level of 6 per financial year (fully supported permit & on street Pay & Display schemes which are recognised as income streams and School Keep Clear markings, where zig zag markings already exist and can be installed via an officer delegated power would not be taken from partner authority allocations).
- 3.2. Effective and efficient management of associated costs and resources available.
- 3.3. Easier for partners to manage and arrange internal processes for prioritisation of applications submitted.
- 3.4. One period of the year to prepare and present reports for client departments.
- 3.5. Enhancement of customer expectations; once approved in October, barring any issues such as judicial review, schemes would be installed and operational within 12 months and well within the current advised time period of 18-24 months.

4. Considerations resulting from change made

- 4.1. Amendments to current meeting structures and times will be required to account for a decrease and increase relating to Traffic Regulation Order applications
- 4.2. Minor changes to applicable documentation utilised in the application process
- 4.3. Amendments to NEPP website/online application form
- 4.4. Changes may be required by partner authority members relating to internal Traffic Regulation Order application process and priority processes.

5. Alternative options

- 5.1. To leave the process in its current form and approve bi-annually



North Essex Parking Partnership

Meeting Date: 14th December 2017
Title: On Street Financial Report
Author: Lou Belgrove, NEPP Business Manager
Presented by: Lou Belgrove

The report sets out the mid year (to end of P7) financial position of the Parking Partnership.

1. Decision(s) Required

1.1. To note the mid-year financial position.

2. Reasons for Decision(s)

2.1. For good governance and to ensure prudent financial management of the Partnership.

3. Alternative Options

3.1. There is no alternative as this review is part of good financial management.

4. Supporting Information

4.1. The detailed budget figures are set out in the Appendix to this report and comments on these are in the following paragraphs.

4.2. Budgets have been set at a level which reflects the experience and trends over the past operating years, and these are felt to be broadly achievable, and include for year-end adjustments.

5. Income

5.1. The income collected from Penalty Charge Notices (PCN) and Pay & Display areas is on track. Again, if a relatively mild (and more importantly, snow-free) winter occurs, uninterrupted patrol time will help to ensure PCN income comes in on budget.

5.2. Income from resident parking is currently forecasting as coming in over budget. This is largely due to the number of new resident schemes that have recently been implemented with permit prices following those set out in the development plan.

6. Expenditure

6.1. Overall savings in the staffing budgets have been made due to Civil Enforcement Officer (CEO) vacancies.

6.2. Efficiencies, such as virtual permits and the subsequent reduction in printing will help with ensuring Supplies and Services come in on budget.

6.3. Supplies and Services has been split in the table in Appendix 1 to show the costings associated with the TRO function that will be off-set from income from the surplus. This allows for the true cost of the service to be seen in the budget whereas in previous years it has not be shown in this way.

7. Standard References

7.1. There are no particular publicity or consultation considerations; equality, diversity and human rights; community safety; health and safety or other risk management implications.

8. Risk Management Implications

8.1. The risk management matrix has been updated in light of the performance of NEPP.

Appendix

Table 1 – Financial position to end of period 7

<i>Provisional Outturn</i>	2016/2017 Actual	2017/2018 Actual to date	2017/2018 Budget to date	2017/2018 Variance to date	2017/2018 Forecast out-turn	2017/2018 Annual budget	2017/2018 Projected variance
On-street Account							
<u>Direct costs</u>							
Expenditure							
Employee costs:							
Management	57	40	39	2	68	66	2
CEOs & Supervision	1,024	670	700	(31)	1,101	1,201	(101)
Back Office	290	171	176	(5)	295	302	(7)
TRO's	83	68	46	22	116	79	37
Premises / TRO Maintenance costs	182	147	96	51	167	164	3
Transport costs (running costs)	37	16	19	(2)	35	32	3
Supplies & Services - NEPP	269	169	198	(29)	251	322	(71)
Supplies & Services - TRO					86		
Third Party Payments	45	14	20	(6)	28	34	(6)
	1,988	1,294	1,292	2	2,146	2,199	(140)
Income							
Penalty Charges (PCNs)	(1,867)	(1,052)	(1,006)	(47)	(1,860)	(1,724)	(136)
Parking Permits/Season Tickets	(534)	(334)	(300)	(34)	(540)	(515)	(25)
Parking Charges (P&D etc)	(249)	(155)	(124)	(31)	(231)	(213)	(18)
Other income	(162)	(23)	(29)	6	(73)	0	(73)
	(2,812)	(1,565)	(1,459)	(106)	(2,704)	(2,452)	(252)
<u>Total Direct Costs</u>	(824)	(271)	(168)	(104)	(558)	(253)	(392)
<u>Total Non-direct Costs</u>	395	454	454	0	454	454	0
Sub total	(429)	183	287	(104)	(104)	201	(392)
					out turn		
<u>Contribution to Work Programme</u>					(210)		
From Surplus							
Deficit / (Surplus)					(314)		



North Essex Parking Partnership

Meeting Date: December 2017
 Title: On-Street Operational Report
 Author: Lou Belgrove – Business Manager
 Presented by: Lou Belgrove – Business Manager

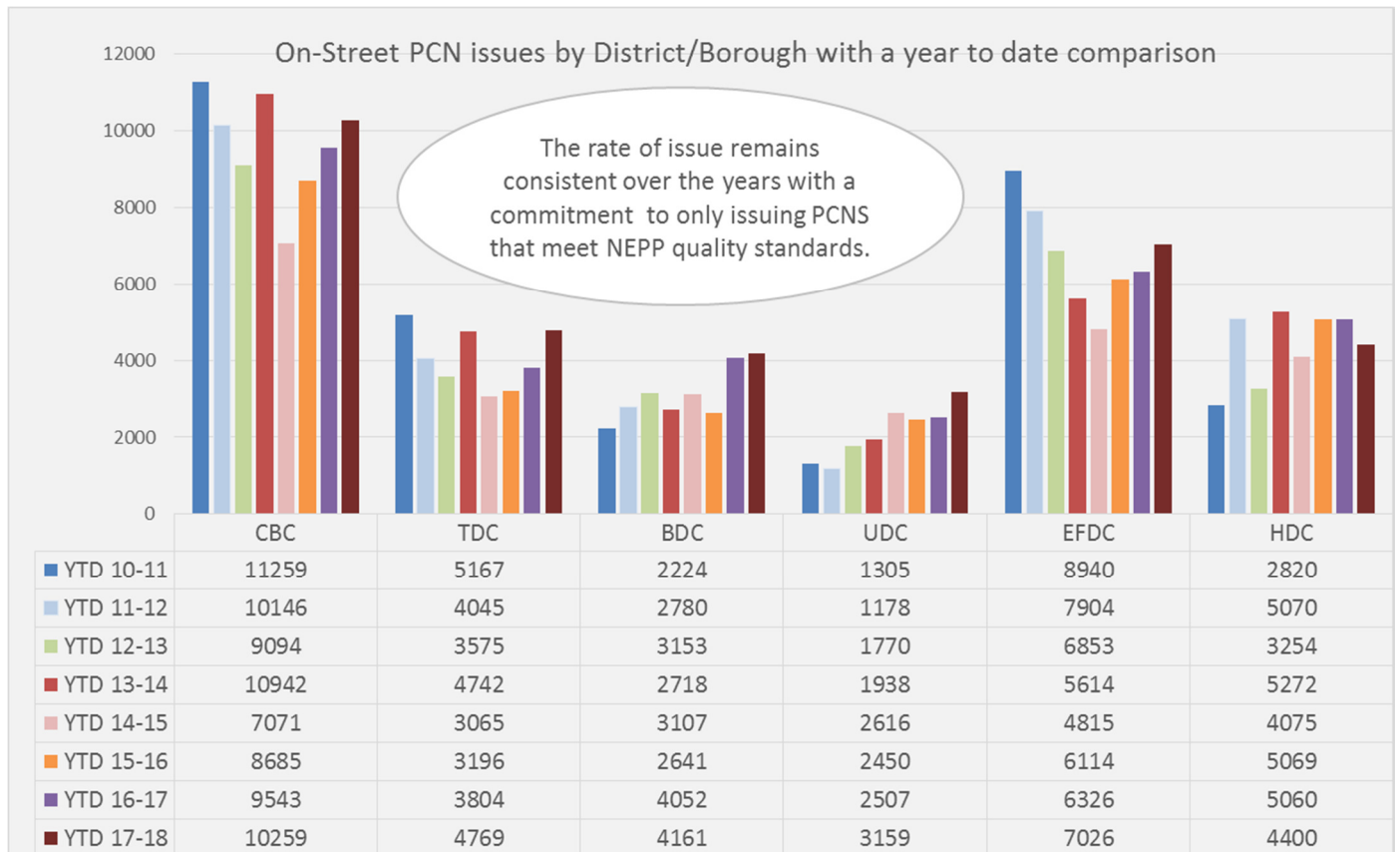
The report gives Members an overview of operational progress since June 2017.

1. Decision(s) Required

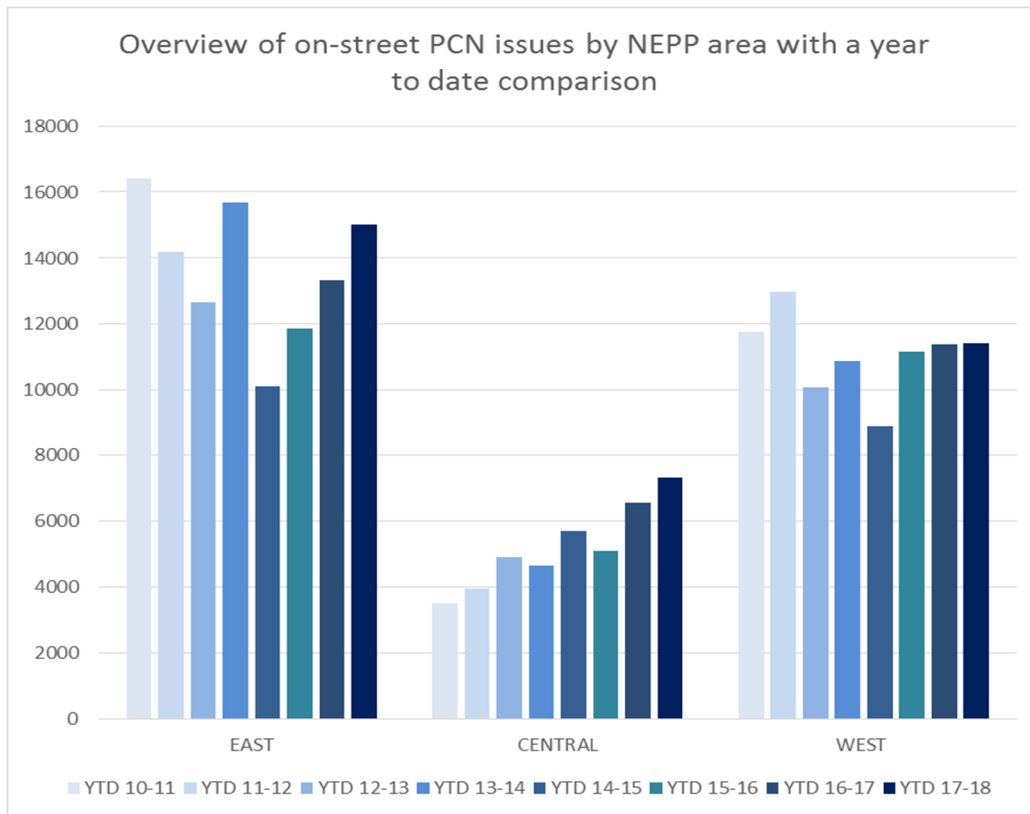
1.1. To note the content of the report.

2. On - Street Performance measures

2.1. The following graph and supporting data shows the issue rate of all Penalty Charges for the on-street function, with a year to date comparison.



2.2. The number of PCNs issued is mostly dependent upon staff resources. Availability has increased recently in both East and Central teams following successful recruitment drives and this is shown in the upturn in issue rates here.

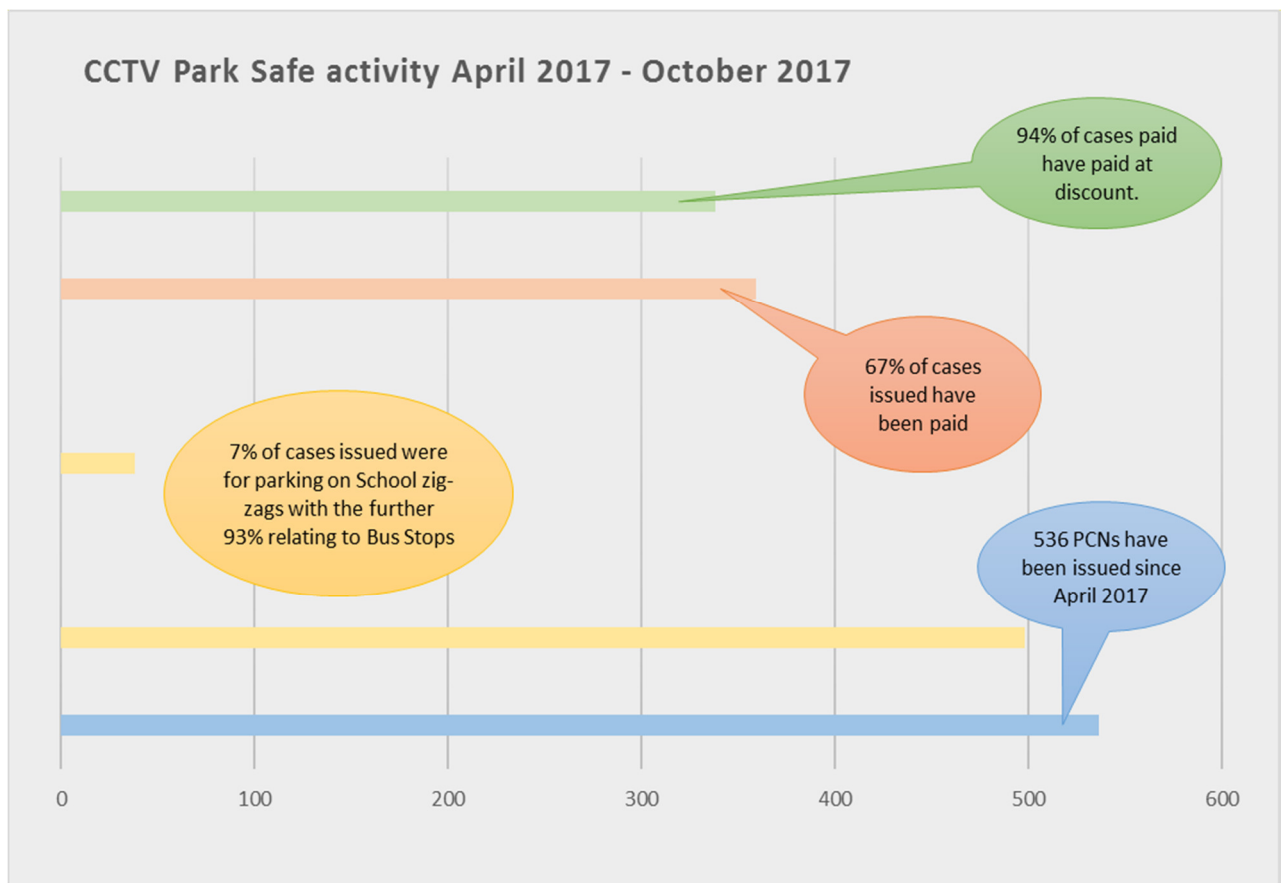


3. Recruitment

- 3.1. Recruitment continues with vacancies in both enforcement and the business unit following the recent internal restructure.
- 3.2. Revisions made to the organisational structure have resulted in a more streamlined organisation. With the management team now able to focus on projects and more specific specialisms.

4. Park Safe Car

- 4.1. The Park Safe CCTV car continues to operate across all participating districts and is being used to effectively enforce restrictions outside schools and at bus-stops where Essex County Council (ECC) and bus operators have raised issues with difficulty in stopping at the kerbside.
- 4.2. Regular adjustments to the enforcement polygons within the system are made to ensure all contravening vehicles are captured by the vehicle and at the same time ensuring vehicles not in contravention are not picked up by the camera.
- 4.3. The below graph gives an indication of the cars activity since April 2017. School activity is showing to be significantly lower than bus stop issues, but consideration should be given to the school holidays when only bus stop enforcement can be carried out.



4.4. Deployment of the car continues to be investigated further to ensure it is reaching its maximum potential alongside a project which will commence shortly to develop the vehicles capabilities including linking it to MiPermit allowing focused enforcement in resident zones and the collection of vehicle movement and survey data.

5. Projects

5.1. A number of projects covering different areas of operation are currently underway

5.2. Work with our software suppliers to migrate the current CBC reliant payment system to their in-house equivalent has now been completed. This allows real-time payment data and will reduce the amount of monthly income reconciliation that officers currently undertake.

5.3. The new customer-facing “self-serve” system, which will give motorists an indication of the likely outcome of their case prior to deciding whether to challenge the Penalty or not, is close to completion. Officers are working with the software suppliers to develop the system that meets NEPPs expectations and supports our discretion policy.

6. Future work

6.1. The issues outlined at the last meeting, and discussed with Client Officers recently, make up the future work of the NEPP. The focus will remain on generating further efficiency in office systems and patrol deployment through “smarter enforcement” in order to reduce costs, together with a significant number of projects already programmed as part of the service review.



North Essex Parking Partnership

Meeting Date:	December 2017
Title:	Forward Plan 2017-2018
Author:	Jonathan Baker – Democratic Services, Colchester Borough Council
Presented by:	Jonathan Baker – Democratic Services, Colchester Borough Council

This report concerns the Forward Plan of meetings for the North Essex Parking Partnership, including provisional dates for 2018-19.

1. Recommended Decision(s)

- 1.1 To note the North Essex Parking Partnership Forward Plan for 2017/18
- 1.2 To approve the dates for North Essex Parking Partnership Joint Committee meeting for the 2018-19 municipal year.

2. Reasons for Recommended Decision(s)

- 2.1 The forward plan for the North Essex Parking Partnership Joint Committee is submitted to each Joint Committee meeting to provide its members with an update of the items scheduled to be on the agenda at each meeting.
- 2.2 Setting the dates for the next municipal year ensures that Partner Authorities and members of the public are aware when decisions will be taken.

3. Supporting Information

- 3.1 The Forward Plan is reviewed regularly to incorporate requests from Joint Committee members on issues that they wish to be discussed.
- 3.2 Meeting dates for the North Essex Parking Partnership have been uploaded to both the Parking Partnership website and Colchester Borough Council's committee management system. Pending approval, the 2018/19 Joint Committee meeting dates will also be uploaded to the relevant websites.

**NORTH ESSEX PARKING PARTNERSHIP (NEPP)
FORWARD PLAN OF WORKING GROUP AND JOINT COMMITTEE MEETINGS 2017-18**

COMMITTEE / WORKING GROUP	CLIENT OFFICER MEETING	JOINT COMMITTEE MEETING	MAIN AGENDA REPORTS	AUTHOR
Joint Committee for On/Off Street Parking (AGM)	1 June 2017 S15, Rowan House, 10-12pm	22 June 2017 1.00 pm Grand Jury Room, Town Hall, Colchester	Annual Review of Risk Management Annual Governance Review and Internal Audit Colchester Car Club NEPP On and Off Street Financial Position 2016/15 NEPP Annual Report Data for 2016/17 Traffic Regulation Orders Update North Essex Parking Partnership On and Off Street Operational Report Joint Committee Governance Review Forward Plan 17/18 Future of Off-Street Service	Hayley McGrath (CBC) Hayley McGrath (CBC) Emily Harrup (CBC) Lou Belgrove (PP)/Richard Walker (PP) Richard Walker (PP) Trevor Degville (PP) Lou Belgrove (PP) Jonathan Baker (CBC) Jonathan Baker (CBC) Matthew Young
Joint Committee for On/Off Street Parking	28 September 2017, Grand Jury Room Colchester	19 October 2017 1.00pm Harlow District Council	TRO Schemes for approval Traffic Regulation Order update Budget Update: 6 month position NEPP Off-Street Position end of year 2016/17	Trevor Degville/Shane Taylor (PP) Trevor Degville/Shane Taylor (PP) Richard Walker/ Lou Belgrove (PP) Richard Walker (PP)

COMMITTEE / WORKING GROUP	CLIENT OFFICER MEETING	JOINT COMMITTEE MEETING	MAIN AGENDA REPORTS	AUTHOR
			Forward Plan 17/18	Jonathan Baker
			Off-Street Service Level Agreement Report	Richard Walker
Joint Committee for On/Off Street Parking	23 November, Grand Jury Room, 2017	14 December 2017 1.00pm Uttlesford District Council	NEPP Budget Update Period 8	Richard Walker/Lou Belgrove (PP)
			Footway and Obstruction Enforcement Powers	Richard Walker (PP)
			Operational Report	Lou Belgrove (PP)
			Off Street Operations in future	Lou Belgrove (PP)
			Traffic Regulation Order Authorisation (change to annual approval)	Shane Taylor (PP)
			Forward Plan 17/18 & 18/19 Dates	Jonathan Baker (CBC)
Joint Committee for On/Off Street Parking	1 March 2018 G3, Rowan House	22 March 2018 1.00pm Epping Forest District Council	TRO Schemes for approval	Trevor Degville/Shane Taylor (PP)
			TRO Scheme updates	Trevor Degville/Shane Taylor (PP)
			Annual Report	Lou Belgrove (PP)
			Permit Prices	Lou Belgrove (PP)
			Schools Report Progress Update	Nick Binder (SEPP)
			Finance Update Period 11 and 2018/19 Budget	Richard Walker/Lou Belgrove (PP)
			Forward Plan 17/18	Jonathan Baker (CBC)
Joint Committee for On/Off Street Parking	31 May 2017, S17	21 June 2018 1.00pm, Grand Jury Room	Annual Governance Review and Internal Audit	Hayley McGrath (CBC)
			Annual Review of Risk Management	Hayley McGrath (CBC)

COMMITTEE / WORKING GROUP	CLIENT OFFICER MEETING	JOINT COMMITTEE MEETING	MAIN AGENDA REPORTS	AUTHOR
		Colchester Borough Council	NEPP On and Off Street Financial Position 2017/18 Draft Annual Report Technical Team Update Operational Report Forward Plan 18/19	Lou Belgrove (PP)/Richard Walker (PP) Richard Walker (PP) Trevor Degville (PP)/Shane Taylor (PP) Lou Belgrove (PP) Jonathan Baker (CBC)

CBC / Parking Partnership Contacts

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 Technical / TROs, Shane Taylor
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Provisional Dates for 2018/19 North Essex Parking Partnership Client Officer Meetings & Joint Committee meetings.

2018-19 Meeting dates		
Client Officer Meetings (10am)	Joint Committee Meetings (1pm)	JPC Meeting Location
31 May 2018	21 June 2018	Colchester Borough Council
13 September 2018	4 October 2018	Braintree District Council
15 November 2018	6 December 2018	Tendring District Council
7 March 2019	28 March 2019	Harlow District Council
30 May 2019	20 June 2019	Colchester Borough Council



North Essex Parking Partnership

Joint Working Committee Off-Street Parking

Uttlesford District Council, Council
Chamber, London Road, Saffron Walden,
Essex, CB11 4ER

14 December 2017 at 1.00 pm

The vision and aim of the Joint Committee is to provide a merged parking service that provides a single, flexible enterprise of full parking services for the Partner Authorities.

North Essex Parking Partnership
Joint Committee Meeting – Off-Street
 Thursday 14 December 2017 at 1.00 pm
 Uttlesford District Council, Council Chamber, London Road, Saffron Walden,
 Essex, CB11 4ER

Agenda

Attendees

Executive Members:-

Cllr Richard Van Dulken (Braintree)
 Cllr Mike Lilley (Colchester)
 Cllr Danny Purton (Harlow)
 Cllr Howard Ryles (Uttlesford)

Officers:-

Lou Belgrove (Parking Partnership)
 Jonathan Baker (Colchester)
 Trevor Degville (Parking Partnership)
 Laura Hardisty (Colchester)
 Simon Jackson (Uttlesford)
 Samir Pandya (Braintree)
 Miroslav Sihelsky (Harlow)
 Hazel Simmonds (Colchester)
 Shane Taylor (Parking Partnership)
 Richard Walker (Parking Partnership)

	Introduced by	Page
1. Welcome & Introductions		
2. Apologies and Substitutions		
3. Declarations of Interest The Chairman to invite Councillors to declare individually any interests they may have in the items on the agenda.		
4. Have Your Say The Chairman to invite members of the public or attending councillors if they wish to speak either on an item on the agenda or a general matter.		
5. Minutes To approve as a correct record the draft minutes of the meeting held 19 October 2017.		1-3
6. Off-Street Operations in future To consider proposals for the future of the off-street parking service. The report builds on the previously submitted report and supporting background paper which set out the options for alternative arrangements for the Off-Street Account from April 2018 including the transitional arrangements including disbursal of any reserves.	Lou Belgrove	4-37
7. Off-Street Financial Report The report sets out the mid-year financial position of the Off-Street Account to the end of period 7.	Lou Belgrove	38-39
8. Off-Street Operational Report The report gives Members an overview of operational progress since June 2017.	Lou Belgrove	40-41

9. Urgent Items

To announce any items not on the agenda which the Chairman has agreed to consider.

NORTH ESSEX PARKING PARTNERSHIP JOINT COMMITTEE FOR OFF-STREET PARKING

**19 October 2017 at 1.00pm
Council Chamber, The Water Gardens, Harlow, Essex**

Executive Members Present:-

Councillor Richard Van Dulken (Braintree District Council)
Councillor Danny Purton (Harlow District Council)
Councillor Howard Ryles (Uttlesford District Council)

Substitutions:-

Councillor Feltham for Councillor Lilley (Colchester Borough Council)

Also Present: -

Jonathan Baker (Colchester Borough Council)
Lou Belgrove (Parking Partnership)
Simon Jackson (Uttlesford District Council)
Joe McGill (Harlow District Council)
Councillor Mitchell (Essex County Council)
Samir Pandya (Braintree District Council)
Hazel Simmonds (Colchester Borough Council)
Shane Taylor (Parking Partnership)

1. Appointment of Chairman

RESOLVED that Councillor Purton be appointed Chairman of the North Essex Parking Partnership Joint Committee for Off-Street Parking for the ensuing municipal year.

2. Appointment of Deputy Chairman

RESOLVED that Councillor Lilley be appointed Chairman of the North Essex Parking Partnership Joint Committee for Off-Street Parking for the ensuing municipal year.

3. Minutes

RESOLVED that the minutes of the meeting held 30 March 2017 were confirmed as a correct record.

4. Off-Street operations in future

Lou Belgrove, Parking Partnership, introduced the Off-Street Operations in future report. The report requests that the Joint Committee approve the transfer of operations to a revised operating model from April 2018 and to approve the disbursement of reserves accrued, including the £50k reserve amount. The report also requests that the Committee note the projected contributions to support the new function.

Lou Belgrove informed the Committee that the report sets out the method that the NEPP will take to move away from the current agreement and start a Service Level Agreement (SLA) with each partner authority. To move forward with this proposal, Partner Authorities would need to agree to the recommendations in the report, before discussions occur to finalise the individual agreements.

Simon Jackson, Client Officer, Uttlesford District Council, questioned the arrangements around procurement and other exemptions, as well as whether it would be possible to include an opt out clause after a year of operation. The opt-out clause is due to UDC conducting it's first ever car park strategy and action plan, which will review the entire parking operation. Officers requested that Uttlesford District Council submit their concerns to the NEPP as soon as possible so that more information could be provided to members.

Further concerns were raised that an SLA would result in the Off-Street service moving to individual discussions with the NEPP rather than the Partnership working approach. In response Officers stated that the SLA would not change this arrangement, and that the NEPP would still aim to work with each partner authority in the future.

In addition, Councillor Richard Van Dulken, Braintree District Council informed the Committee that he would be required to get confirmation from Braintree District Council Cabinet due to the increased level of contribution required under the SLA.

Committee members felt that they would need further information on this issue to enable them to take a decision on the matter, and that a report should be brought back to the December meeting. Officers confirmed that the requested information could be distributed by e-mail in advance of the next NEPP Off-Street Committee meeting.

RESOLVED;

- a) That a decision on the report be deferred until the next meeting, following further information being circulated to Partner Authorities.

5. Off-Street Financial Report end of year 2016/17

Lou Belgrove introduced the Off-Street Financial Report for the end of the year 2016/17. The report requests that the Committee approve the financial position at the end of 2016/17 and decide how to use the surplus contributed funds.

Lou Belgrove provided a summary of the report, an informed the Committee that at the end of the year the budget had a surplus of £97,000.

Committee members welcomed the report and agreed to keep the surplus contributions in a reserve fund.

RESOLVED that:

- a) the financial position at the end of 2016/17 be approved
- b) the surplus contributions to be held by the North Essex Parking Partnership.

6. Off-Street Financial report end of Period 6

Lou Belgrove, Parking Partnership, introduced the Off-Street financial report, with sets out the mid-year financial position of the Off-Street account.

Lou Belgrove presented the report, which had been intended to be discussed at the previous NEPP Joint Committee meeting. The report was presented to the Committee to note.

RESOLVED that the Off-Street Financial report to the end of Period 6 be noted.

7. Off-Street Operational Report

Lou Belgrove, Parking Partnership, introduced the Off-Street Operational report. The report

requests that the Committee note the contents.

Lou Belgrove informed the Committee that as this report could not be noted at the previous intended meeting of the Off-Street Committee, it had been resubmitted to this meeting. Lou Belgrove also confirmed that a more up to date Operational Report would be submitted to the next Joint Committee meeting.

Questions were raised about the success and uptake of the MiPermit system as well as the reasons its selection over and above other competitors. Lou Belgrove, Parking Partnership stated that the choice of MiPermit is based on the fact that it is also used for residents permits and ensures that NEPP customers only have one account. Lou Belgrove acknowledged that the MiPermit system was more popular for long stay compared to short stay.

A further question was asked about how the MiPermit system was marketed. Officers confirmed that it was the responsibility of each partner authority to promote the service. Following on from this, the Committee requested that the NEPP provide some publicity materials that could be used by the Partner Authorities to promote the use of the MiPermit system.

RESOLVED that;

- a) the Off-Street Operation report be noted.
- b) the Joint Committee request that the NEPP produce marketing material to assist partner authorities in promoting the MiPermit system.



North Essex Parking Partnership

Meeting Date:	December 2017
Title:	Off Street Operations in future
Author:	Lou Belgrove, Business Manager and Interim NEPP Group Manager
Presented by:	Lou Belgrove

To consider proposals for the future of the off-street parking service.

The report builds on the previously submitted report and supporting background paper which set out the options for alternative arrangements for the Off-Street Account from April 2018 including the transitional arrangements including disbursal of any reserves.

1. Recommended Decisions

- 1.1. To re-consider and approve the transfer of operations to a revised operating model from April 2018.
- 1.2. To approve the disbursal of reserves accrued, including the £50k reserve amount.
- 1.3. To note projected contributions to support the new function.

2. Reasons for Recommended Decisions

- 2.1. For good governance, to ensure the future running of the service.

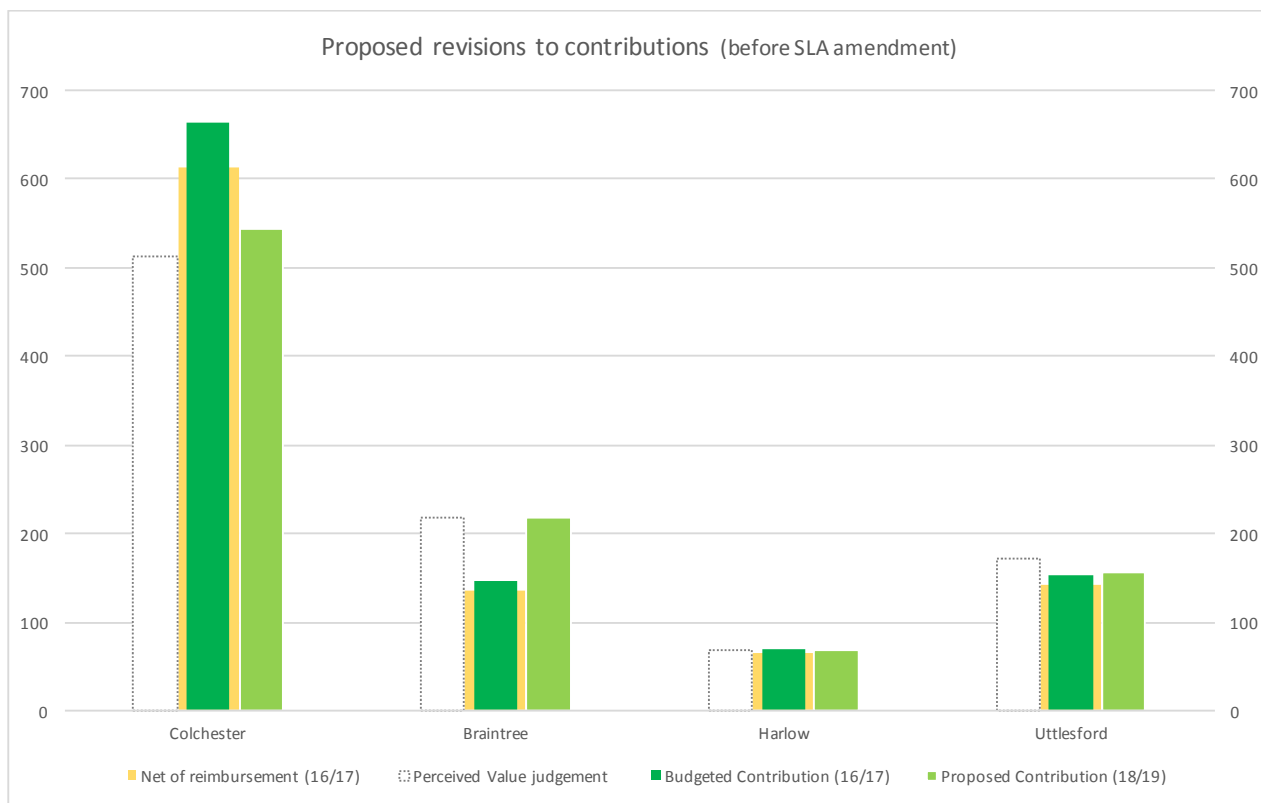
3. Alternative Options

- 3.1. Authorities may wish to take this opportunity to review the services provided.
- 3.2. As alternatives authorities could choose to go to the market for supply of their services and each could either run or contract-in their own services. This is a choice for each authority.
- 3.3. There is little risk in this for the lead authority and the remaining services aside from any possible TUPE requirements and any stranded costs which might arise.

4. Existing operations

- 4.1. NEPP operates Parking Management under an Agreement with the County Council, and an Annexe concerns delivery of Off-Street Parking Operations governed by this sub-committee; this Annexe is the part now under consideration.
- 4.2. The Off-Street Parking Operation relies on contributions paid by Braintree, Harlow and Uttlesford as well as Colchester. Epping Forest withdrew in April 2017.
- 4.3. The present cost model is based on the principles of a 2008 inter-district Partnership which, itself brought savings for the three districts then involved. Harlow and Epping Forest contributions were calculated when these joined the Partnership in 2011.
- 4.4. An annual inflation increase allowance is provided for but has not been applied recently.
- 4.5. Within the current arrangements, at the meeting of 12 March 2015 it was resolved that the Off-Street Budget contributions for 2015/16 be based on 50% from CBC and a 1% increase for all other Partner Authorities.

- 4.6. Use of the analysis from March 2015 has showed that the contributions no longer match the level of service actually being delivered in each area, since services have gradually moved away from the original services for which budgets were transferred.
- 4.7. Over the intervening years the costs, and services provided, have evolved and varied considerably. The result is that some authorities are receiving better value form their contribution than others, and a perceived iniquity exists.
- 4.8. The chart below indicates the budgeted contribution (the central column for each authority), and an indicative contribution based on the services which are actually currently being provided (the right hand column).



- 4.9. The chart shows the previous year’s contribution net of rebate and an indication of the value presently being delivered (desktop exercise).
- 4.10. The chart shows that Colchester, even after rebate, receives what is perceived as far less value from its present contribution than Braintree. Harlow and Uttlesford receive the value contributed (before rebate).

5. Progress to date and next Steps

- 5.1. A report was to be presented to the NEPP Committee meeting on 22 June 2017 recommending the change to a Service Level Agreement (SLA) model from April 2018. That meeting was not quorate, and so the officers and Members gathered could not formally agree to disband the Off-Street Parking Sub-Committee replace that governance arrangement with a SLA model at that time.
- 5.2. The report was then submitted again at the October 2017 meeting, but some Members felt that they were unable to reach a decision without further clarification on a couple of issues. Clarification of some of these issues has now been written into this expanded report with others relayed directly to the concerned parties.
- 5.3. The new model would be a direct SLA between the lead authority and each of the three partner authorities, individually, with further a report (i.e. this report) containing operational and financial details.

- 5.4. Local Authorities can procure services from each other under the appropriate legislation (Public Contracts Regulations 2015) without using a procurement specific tendering process. This will mean a change from the shared services model as per the legislation explained in the current Agreement, to an SLA delivery model.
- 5.5. An SLA used by the South Essex Parking Partnership has been obtained and will be used as a basis for the SLA with each partner, allowing each authority to specify the services they require, so they can be fully costed and advised what will be paid annually to the NEPP for the services in future.
- 5.6. A schedule of rates has been calculated to cover the costs of the services and therefore the likely contribution to be made by Members from 2018/19 onwards.

6. Towards a new Delivery Model

- 6.1. The Agreement is in place until March 2022 but can be varied with notice, which has been given. The current recommendation to the Joint Committee is one of developing a new Service Level Agreement (SLA) which will better reflect the actual services provided, and resolving any iniquity.
- 6.2. There is no doubt that services have expanded in some places – such as the Staffed Information Point in Braintree concurrent with cash collection – and retrenched in others – for instance conversion of Colchester’s multi-storeys from being staffed to pay & display.
- 6.3. Whilst Colchester’s service requirement is greater than the other three authorities, due to the size and complexity of its parking operation, assessments since 2015 indicate that it is still paying too much. The revised operating model will therefore start by calculating the current actual cost of services, rebalancing the value to service delivered from a zero base.
- 6.4. Each operation may choose from a mix of services including: Cash Collection and Banking, Machine Maintenance, Staffed Information Services, Patrols and Enforcement, Notice Processing, Season Tickets and Permits, Reconciliation, Website, Project Work, Telephone and Online Services. The Asset base and decisions relating to it (such as tariff pricing) all remain with the Client Authority.
- 6.5. A new SLA will provide for services to be paid for on a risk-aware basis for staff cover, and match service and contribution levels equitably. Full details of the SLA is shown in the Appendices.
- 6.6. In addition, the prior model offered no incentive for NEPP to improve operations over the baseline standard; any improvements provided should provide a mutual benefit; any improved SLA model will provide for sharing where standards are exceeded.
- 6.7. The goal is a workable SLA which enables each partner to specify what it wants, with Risk and Opportunity built in. In any event the new SLA will set out more defined ways of working in partnership and be at least cost neutral for Colchester as lead authority and NEPP as a whole.

7. Financial Implications

7.1. Briefly, the present contributions are as follows (£ thousand):

Colchester	Braintree	Harlow	Uttlesford	
663	147	69	154	1033

7.2. During the 2015/16 financial year, operating costs had been reduced and in both 2015/16 and 2016/17 a surplus has been achieved on the off-street account. Rebates were available to Member Authorities based proportion of contribution, most using this for improving car park assets.

7.3. The operation returned a surplus of £97,000 in the financial year 2016/17 and this is being held in the Off-Street Parking Reserve. A balance of £50,000 is also retained in the Off-Street Reserve, including any remaining balances for individual authorities.

7.4. A small reduction in costs should be afforded from the saving in administration of the Committee. Revised contributions for similar services are as follows, using a 3% uplift and levelling the provision of services:

Colchester	Braintree	Harlow	Uttlesford	
544	217	70	157	988

7.5. Each member authority could, at its own discretion, elect to change the level of service provided to retain the current contribution.

7.6. Each Client Officer has been provided with an individually costed SLA for their authority.

Table A – Summary of funds held on account by authority

	Braintree	Colchester	Epping Forest *	Harlow	Uttlesford	Sub totals
share	11.5%	50.0%	21.2%	5.3%	12.0%	
Add 2015/16 in-year surplus	£ 9,639	£ 41,967	£ 17,836	£ 4,459	£ 10,098	£ 84,000
Less expend	-£ 3,036	-£ 6,204	-£ 17,836	£ -	-£ 3,696	-£ 30,772
Net Surplus at 31/03/2016	£ 6,603	£ 35,763	£ 0	£ 4,459	£ 6,402	
Add 2016/17 in-year surplus	£ 10,935	£ 49,318	£ 20,233	£ 5,058	£ 11,456	£ 97,000
Less expend	£ -	£ -	-£ 20,233	£ -	£ -	-£ 20,233
Net Surplus at 31/03/2017	£ 17,538	£ 85,081	£ 0	£ 9,517	£ 17,858	£ 129,995
Amount of reserve held in balances						£ 50,000
Total Surplus held						£ 179,995

* Epping Forest elected to have its surplus returned.

Showing expenditure on account for each of Colchester, Braintree & Uttlesford for the updating of machines to new £1 coin. Harlow did not draw on its account.

Epping Forest had its 2015/16 surplus returned during 2016/17 and has a balance of £20k on its account at present, to be returned.

The total amount held in reserves is £179k (after 2015/16 calculations above, the surplus added for 2016/17, and the £50k amount in reserve), is shown in 'Total Surplus' on the last row of the main table.

Showing spend on account for Colchester, Braintree & Uttlesford for the updating of machines to new £1 coin. Harlow did not draw on account. Epping Forest had surplus returned.

The net amount held in reserves after 2015/16 calculations above, and proportion of surplus added for 2016/17, is shown in the last column.

8. Standard References

- 8.1. There are no particular publicity or consultation considerations; equality, diversity and human rights; community safety; health and safety or other risk management implications.

Appendices attached to this report

Appendix 1 – Existing Service Level Agreement

Appendix 2 – Draft Service Level Agreement

Background Papers

Report to 22/06/2017 Off street Joint Committee:

[“The future of the North Essex Parking Partnership Off-street service”](#).

Off-Street Parking Operational Service Level Agreement for the North Essex Parking Partnership.

1 Service Level

1.1 Strategic Vision

- 1.1.1 The vision and aim of the combined parking service will be to provide a parking service that:

“Results in a merging of services to provide a single, flexible enterprise providing full parking services for a large group of Partner Authorities. It will be run from a central office, with outstations providing bases for local operations. There will be a common operating model, adopting best practices and innovation, yet also allowing variation in local policies and decision-making. Progress will be proportional to the level of investment in the Annual Business Plan.”

- 1.1.2 Underlying this vision is a set of values that express the Service Values:

1.2 Efficiency

- 1.2.1 Flexible & innovative working practices will minimise office overheads
- 1.2.2 The combined pool of staff will provide a critical mass giving resilience between the partners;
- 1.2.3 Expanded purchasing power on shared contracts will generate savings to be reinvested which authorities on their own could not contemplate;
- 1.2.4 Supervision from a central location will reduce the need for managers in every locality, while extra travelling will be minimised through use of mobile communications;
- 1.2.5 Investigation of multiple offenders, across partner boundaries, will lead to the more efficient use of bailiffs;
- 1.2.6 Off-street car park operations will be streamlined by central monitoring of calls, an effective out-of-hours system, and security staffing to replace call-outs;
- 1.2.7 Economies of scale and a just-in-time approach will reduce costs of ticket-machine operations and enable advertising revenues to be realised;

1.3 Innovation

- 1.3.1 A single central database, accessible from a wide area network, will provide real-time updates whenever penalties are issued;
- 1.3.2 Routeing & scheduling will optimise enforcement investigations by using the latest software to schedule tasks for operational staff;

- 1.3.3 Back-office functions will be fulfilled by a combined team able to handle correspondence, accessible from any partner area, using software that automatically tailors responses to that authority's own policies.

1.4 Service Quality

- 1.4.1 Pooled specialist expertise will be available to all authorities, and sharing of in-house skills in maintenance and engineering will reduce reliance on contractors;
- 1.4.2 All partners will use common systems, facilities and processes, rather than replicating them;
- 1.4.3 Public expectations will be surveyed and addressed through adjusting service quality and managing perceptions;
- 1.4.4 Accreditation to the Park Mark (or equivalent) standard, and other quality schemes will be spread across all operations;
- 1.4.5 Paperless parking will be possible by implementing best practice in technology, joining up parking meters, mobile phone technology and officers' handheld computers.

1.5 Outcomes for Customers

- 1.5.1 Less inconvenience and danger from illegal parking
- 1.5.2 More responsive to customer requirements when issuing permits, dealing with enforcement and appeals
- 1.5.3 Better access to services and self-serve at any time over the Internet using a single service web site.
- 1.5.4 Access to services via credit/debit card and self-serve accounts, cashless and paperless parking systems.
- 1.5.5 Greater value for money for Council Tax-payers

1.6 Strategic Leadership

- 1.6.1 Strategic performance analysis and pricing strategy can be carried out centrally, to advise decision-makers within each authority. This will save duplication and consultancy costs, and ensure consistent, high-quality outcomes;
- 1.6.2 A single voice speaking for all partners will carry more weight in both political and commercial negotiations;
- 1.6.3 The enforcement function will be reviewed, to inform levels of staffing and patterns of patrols. This will integrate with the contract with Essex County Council, to make best use of resources under the CPE scheme.

2 Baseline Services

2.1.1 The baseline services in relation to the Partner Authorities parking functions are as follows:

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
Back Office – staff available at the single central back office	✓	✓	✓	✓	✓	Staff employed by Lead Authority
Back Office – Case management notice processing	✓	✓	✓	✓	✓	Provided from single central office
Back Office – Email monitoring generic inbox for council parking	✓	✓	✓	✓	✓	Provided from single central office
Back Office – Generation of exemption permits (waivers, dispensations, etc.)	✓	✓	✓	*	✓	Some Permits in Harlow handled on site by Client
Back Office – Generation of Season Tickets	✓	✓	✓	*	✓	Some Tickets in Harlow handled on site by Client
Back Office – Incoming Post & Allocation	✓	✓	✓	✓	✓	Post directed to central office
Back Office – incoming telephone – Advice and guidance on Penalty Charge Notices and the enforcement legal system through to Appeal and collection	✓	✓	✓	✓	✓	Transfer to Colchester (and redirect the telephone line/number) routed via McFarlane call system

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
Back Office – Invoice receipt checking, coding, signing off	✓	✓	✓	✓	✓	By Lead Authority where this relates to the service functions. Retain at client authority where this relates to the Asset Base, for joint committee invoicing, income, asset related invoices.
Back Office – Make decisions on challenges within the remit of the TMA2004/RTRA1984 (etc.) as appropriate (according to agreed Enforcement Policy and Operational Protocols)	✓	✓	✓	✓	✓	
Back Office – Manage the progression of all caseload correspondence (from first challenge through to Debt collection)	✓	✓	✓	✓	✓	
Back Office – Monitoring Performance: Pro-active reporting of potential problems noted throughout the service area – trend analysis contraventions/compliance for reporting to Committee	✓	✓	✓	✓	✓	
Back Office – TPT Appeals	✓	✓	✓	✓	✓	
Back Office – location of person able to give first contact advice	✓	✓	✓	✓	✓	Direct customers to Online Web presence. Retain client authority Reception customer service desk and where a form to fill in can be processed which should be sent to Colchester. Transfer other

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
						elements to Lead Authority where this relates to the service functions.
Back Office – Receive and deal with ‘post in’ banking / cost centre queries	✓	✓	✓	✓	✓	Transfer to postal PO Box at Colchester
Back Office – Receive cash and cheque (etc.) payments and reconcile	✓	✓	✓	✓	✓	Cheques to be removed as a means of payment when digital payment is available.
Back Office – Receive telephone payments to cash receipting system/Customer Service Office & reconcile with system	✓	✓	✓	✓	✓	Convert to automated systems as soon as practicable for all Partners.
Back Office – Renewal of exemption permits (waivers, dispensations, etc.)	✓	✓	✓	✓	✓	Convert to automated systems as soon as practicable for all Partners.
Back Office – Renewal of Season Tickets	✓	✓	✓	✓	✓	Convert to automated systems as soon as practicable for all Partners.
Back Office – Resident Permit issuing	✓	✓	✓	✓	✓	Convert to automated systems as soon as practicable for all Partners. Investigate outsourcing printing and posting for remainder of paper copy.
Back Office – Scanning	✓	✓	✓	✓	✓	
Back Office – Smart Card/M-Parking/Multi ticket Sales	✓	✓	✓	✓	✓	Sales and top-ups as “Permits” above
Back Office – IT system and database	✓	✓	✓	✓	✓	Transfer database to new merged (but separately reportable district) system managed by Lead Auth.

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
Back Office – Banking & Cost Centre coding of car park income	✓	✓	✓	✓	✓	Some client function to be retained at authorities where it relates to asset and direct payment.
Front Office (or Customer Service Centre) – solution of customer queries in person, e.g. parking penalties, permits	*	*	*	*	*	Provision of preferred contact via Internet. All correspondence for a PCN has to be in writing. Retain reception enquiry service at client authorities. Preferred channel is via enhanced Internet. No personal contact with back office as all has to be in writing.
H&S – Report aspects and impacts of environmental occurrences and take any immediate actions necessary.	✓	✓	✓	✓	✓	
H&S – Responsible for all equipment issued and security and continuity of all data therein	✓	✓	✓	✗	✓	Except for Harlow which receives only enforcement, transfer to Colchester.
H&S – Toolbox talks	✓	✓	✓	✗	✓	Except for Harlow which receives only enforcement services.
H&S – Written fault/damage reports and knowledge of emergency system	✓	✓	✓	✗	✓	Except for Harlow which receives only enforcement services.
H&S – Written reports and statistics		✓		✗		
Strategy – Formulation and review of Development Plan and Strategic Policies	*	✓	*		*	Partner membership on Strategy Includes an element of assistance – larger projects will be

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
Strategy – Formulation of fees and charges updates and implementation of special offers and promotions	*	✓	*	✗	*	considered under additional consultancy.
Strategy – Formulation of parking, enforcement, operational, and cancellation policies, harmonisation of codes of practice.	✓	✓	✓	✓	✓	
Strategy – developing ideas for the longer term vision for the service	*	✓	*	✗	*	Partner membership on Strategy Includes an element of assistance – larger projects will be considered under additional consultancy.
Strategy – Responsible for all necessary steps to ensure status is maintained under Investors in People and national awards such as Park Mark and consider other appropriate accreditations such as the Institute of Parking Professionals and British Parking Association and continue to be a partner in the East Anglian Parking Forum	*	✓	*	✗	*	
Strategy – Provide all appropriate performance figures in order to allow authorities to report Best Value Performance Indicators to the Audit Commission, Essex County Council, Department for Transport, Transport	*	✓	*	✗	*	Partner membership on Strategy Includes an element of assistance – larger projects will be considered under additional consultancy.

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
Penalty Tribunal						
Strategy – Continue to implement all the service specific actions in the current business plan; working with the business partners and the county council, contribute to the development of the next Business Plan; and report as required by the committee, development plan and legislation	*	✓	*	✗	*	Partner membership on Strategy Includes an element of assistance – larger projects will be considered under additional consultancy.
Strategy – Give advice and support to the wider parking community, in accordance with the requirements of a TMA and RTRA and in recognition of the status and size of the joint service, commensurate with the amount of resources available at any one time	*	✓	*	✗	*	Partner membership on Strategy Includes an element of assistance – larger projects will be considered under additional consultancy.
Manager – Implement and comply with the Business Plans and Development Plans approved by the Partner Authorities' Executives and/or the Joint Committee from time to time.	✓	✓	✓	✗	✓	
Manager: Appraisals – of reporting staff, assessment of training needs (IIP)	✓	✓	✓	✓	✓	

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
Manager – Contribute as appropriate to the broader objectives of client authorities as set out in their Corporate and/or Strategic Plans and Transport Strategy documents and to work with appropriate service areas of client authorities or the county council to achieve this	✓	✓	✓	✗	✓	
Manager – In relation to parking matters, represent client authorities as appropriate at County; Regional; National; and International level and take a lead both regionally and nationally in the field of enforcement issues in parking including TMA/RTRA	✓	✓	✓	✓	✓	
Manager: Communication (written, verbal, face to face) with public, to and from colleagues at all times (mobile, radio and in meetings) advice, guidance, clarification, problem solving.	*	*	*	*	*	Client authorities retain face-to-face contact entirely to front office reception with own management, with recourse to Lead for advice if necessary.
Manager: Image: corporate, clothing, uniform, letterhead	✓	✓	✓	✓	✓	Transfer to Lead with local identifier on corporate image
Manager: Receive and deal with escalated incidents and intervene to diffuse potential	✓	✓	✓	✓	✓	Transfer to Lead. Complaints process as Lead Authority

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
conflict situations						
Manager: Recruitment	✓	✓	✓	*	✓	Transfer to Lead – distance management with appropriate representation from each council (Harlow insofar as relating to Enforcement process)
Manager: Responsible for Staff and work planning for managed staff	✓	✓	✓	*	✓	Transfer to Lead.
Manager: supervision of PAs/CEOs	✓	✓	✓	✓	✓	Transfer to Lead.
Operations – Cones & signage scheduling as appropriate and setting out to order, e.g. suspensions, football, special events, suspensions)	✓	✓	✓	✗	✓	Harlow has not selected this item.
Operations – Enforcement staff, fully equipped, correctly and fully attired for duty (in accordance with guidance, local procedures & regulations)	✓	✓	✓	✓	✓	Transfer to Lead.
Operations – Manage <i>Just in Time</i> service stock of spares and ticket stock	✓	✓	✓	✗	✓	Transfer to Colchester but retain small stocks in locality if possible.
Operations – Provide cover for other senior/supervisor/PAs/CEOs leave and sickness	✓	✓	✓	✓	✓	

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
Operations – Training to NVQ2 standard and local processes and procedures	✓	✓	✓	✓	✓	
Operations – Data transfer & storage (inc. pocket books, unit upload/download, cameras, charging, etc.)	✓	✓	✓	✓	✓	Downloading to be connected to NEPP database.
Operations – Supervisors responsible for ensuring team is fully equipped and correctly and fully attired and prepared for duty (inc. all daily requirements, sector allocation list and identification)	✓	✓	✓	✓	✓	Retain in locality, distance managed by local shared supervision.
Operations – Use of IT system and database	✓	✓	✓	*	✓	For enforcement staff. Direct access to client limited by data privacy and DVLA controls. Harlow insofar as relating to Enforcement process.
Operations – Maintain an operate stock and storage for tickets and parking machine and handheld computer spares including an appropriate storage facility at Colchester and any storage facility provided by Braintree and Uttlesford for the purposes of the Joint Parking Service from time to time	✓	✓	✓	✗	✓	
Operations – Provide a signage, design and coning service both to meet a range of in-house needs (and as a commercial	✓	✓	✓	✗	✓	

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
service)						
Joint Committee – Administer Joint Committee operation	✓	✓	✓	✓	✓	
Car Park – opening hours baseline	0800-1730	0800-1730 0720-1900	Pay & display only	✗	Pay & display only	Operational opening hours to be in consultation with Client. Costs where this involves additional staffing to be agreed separately with NEPP. Any lesser hours only ever to be in consultation with the Client.
Car Park – Care for, manage and make accessible the parking stock held by authorities	✓	✓	✓	✗	✓	
Car Park – operate and staff customer service role in staffed off street car park (e.g. multi-storey)	✓	✓	✗	✗	✗	Staffed car parks only
Car Park – Daily checks of pay and display machines	✓	✓	✓	✗	✓	Checks for operation by enforcement staff
Car Park – pay and display machines weekly on demand ticket restock and operational check	✓	✓	✓	✗	✓	Attendance by technical staff; Checks for operation by enforcement staff
Car Park – Daily maintenance of pay and display machines	✓	✓	✓	✗	✓	Technical solutions support by engineer-trained staff

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
Car Park – Repair and improvement of pay and display machines	✓	✓	✓	✗	✓	Decision making and recommendations for machines changes or updates to be made by Lead to the Joint Committee.
Car Park – Maintenance of pay on foot machines	✗	*	✗	✗	✗	Only Colchester manages pay on foot car parks. NEPP provides daily service and Client retains contract in place for maintenance
Car Park – Collection of cash	✓	✓	✓	✗	✓	Investigate new harmonised or contracted process. Recommendations for changes to be made by Lead to the Joint Committee
Car Park – Provision of appropriate technical advice to the building maintenance processes	*	✓	*	✗	*	Other than Colchester, for provision of project services (not to include any responsibility for the assets). Recommendations for changes or updates to be made by Colchester to the Joint Committee
Car Park – Develop and conduct appropriate offers and strategies detailed in the Development Plan and any subsidiary documents to not only increase visits and usage but also to improve the perception of parking	*	✓	*	✗	*	Other than Colchester, for provision of project services (not to include any responsibility for the assets). Recommendations for changes or updates to be made by Colchester to the Joint Committee

In the table above an element selected is costed and an agreed contribution is made for the provision of time, resources and supplies in carrying out those services. Areas not selected are not subject to a contribution and will not be provided. Where an asterisk is shown, an element of assistance is to be provided. Larger projects may also be managed and carried out and will be agreed in advance.

3 Specific Limits and Requirements

3.1 Lead Authority

- 3.1.1 The lead authority will ensure that a register will be maintained of the assets owned by the Partner Authorities relating to parking services, in order that assets used or stored by it can be disposed appropriately if the Agreement is terminated.
- 3.1.2 Any significant change to the machines, signage, surface or lines in any Partner Authority's area would be subject to prior agreement and form part of the business plan which will be agreed by all Partner Authorities.
- 3.1.3 The Joint Parking Service will be operated in such a way that the car parks or any part of them are open to the public only where all risks to the health and safety of the public or any employee or Councillor of the Partner Authorities are, so far as reasonably practicable, avoided.
- 3.1.4 Each Partner Authority's car parks receive a fair share of the available management, enforcement and operational resources, as in the Agreement for the joint service.
- 3.1.5 Any goods services signage, tickets, spares, stock, computers, other equipment or property purchased as part of the Joint Parking Service and which is wholly or partly funded from the Joint Parking Account will, so far as possible, be procured so that if this agreement ends:
- (a) The body or bodies who funded the purchase of the property (including jointly funded property) can be identified and the ownership dealt with that time.
 - (b) Any title to the item can be transferred to a Partner without any further payment having to be made to any supplier (e.g. a software supplier or the owner of goods under an operating lease).
 - (c) Where goods or services are purchased specifically for use at a Partner's site then they are recorded in that Partner's name and be so attributable at the dissolution.
 - (d) All acquisitions or additions to the Joint Parking Service shall be acquired in the name of Colchester but the ownership by Partner for the intended use shall be clearly recorded in the asset register.

3.2 Inclusions

- 3.2.1 The Partner Authorities agree that:
- (a) Signage, tickets, spares, stock, computers and other equipment may be stored at the Lead Authority's storage facilities without any charge over and above the Annual Contribution.
 - (b) Signage, tickets, spares, stock, computers and other equipment may be stored at the Partner Authority's storage facilities without any charge over and above the Annual Contribution.

3.2.2 The Partner Authorities will co-operate with each other (or their auditors or contractors) and give full access to documents, premises and records to the extent that the Partner Authorities (or their auditors or contractors) reasonably require such access or co-operation in order to:

- (a) Monitor the operation of this Agreement.
- (b) Audit the performance and systems in the joint parking service.
- (c) Investigate complaints about the operation of the Joint Parking Service.
- (d) Respond to requests for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2005.

3.2.3 The Lead Authority grants its Partners a permanent irrevocable licence to use and to allow others to use for any purpose and without payment any intellectual property created by or on behalf of The Partnership as a result of the this Agreement (except to the extent that the intellectual property exclusively relates to parking and/or assets owned by Colchester).

3.2.4 Neither this agreement nor the operation of it gives Colchester any legal estate (leasehold or otherwise) or rights or title to over any real or personal property belonging to Braintree and Uttlesford or the right to grant the same on behalf of Braintree and Uttlesford, except for the granting of access licenses under Road Traffic Regulation Act 1984.

3.2.5 Any intellectual property created by or on behalf of the Joint Parking Service shall, to the extent that it relates to a Partner Authority asset base or sites belong to that Partner respectively.

3.2.6 Each Partner Authority will handle and respond to Freedom of Information Act requests concerning their respective Authority aspects of the Joint Parking Service.

3.2.7 Each Partner Authority will notify the Lead Authority of any FOI requests received which relate to the functions of the Joint Committee.

3.2.8 The Client authority shall discharge its responsibilities under health and safety and welfare legislation in relation to staff accommodation in each of its operating bases.

3.3 Exclusions

3.3.1 The Partner Authorities agree that the following areas are excluded from the Joint Parking Service and remain the responsibility of the respective Partner Authorities as they apply to the parking asset base and parking sites and buildings of each respective Partner Authority:

- (a) The disposal or permanent transfer of title of any item in each Partner Authority's car park sites.

- (b) The decision to levy fees and charges to the general public at any of the parking sites.
 - (c) Changes to the opening times of the parking buildings (as set out in paragraphs 3.2 and 3.3) apart from when there is an overriding operational issue, such as a health and safety matter, that necessitates a short-term closure.
- 3.3.2 Decisions in these areas will be agreed through the usual political decision making process of each Partner Authority.
- 3.3.3 Each Partner Authority shall inform the others of any proposals to make any decision under paragraph 3.3.1 above so that the Business Plan might be revised at the Joint Committee.
- 3.3.4 The following functions will not be delegated to the Joint Committee:
 - (a) Ownership or Stewardship of car park assets, including maintenance, repair and upgrading, other than minor work carried out during day to day operations.
 - (b) Responding to customers who contact the Partner Authorities directly. The Authorities' response will be limited to provision of a form to complete for 'appeals', provision of e-forms or via enhanced Internet. Other elements will be transferred to the Lead Authority's office where they relate to the functions of the joint service since Partner Authorities will not have direct access to back office staff (except recourse to the Lead Authority's staff for telephone advice if necessary).
- 3.5.3 Each Partner Authority agrees that they will not dispose of any of their respective car parks without six months prior written notification to the Joint Committee of its intention.

Dated this2017

[specify] BRAINTREE/HARLOW/UTTLESFORD DISTRICT COUNCIL

and

COLCHESTER BOROUGH COUNCIL

SERVICE LEVEL AGREEMENT

for

OFF-STREET PARKING ENFORCEMENT

Legal Services

[specify] XXX District Council

Address

Address

Address

Postcode

[specify] Logo

THIS AGREEMENT is made on the day of 2017

Between:

[specify] XXXXXXXX DISTRICT COUNCIL of **[specify] Address & Postcode**
(herein known as the “**Council**”)

and

COLCHESTER BOROUGH COUNCIL of 33 Sheepen Road, Colchester,
Essex, CO3 3WG (herein known as the “**Lead Authority**” and operations will
be marketed as “North Essex Parking Partnership”)

1. Scope of the Agreement and Term

- 1.1 This Service Level Agreement covers the operational aspects of off-street parking enforcement and car park permit administration within **[specify] the District of XXXXXXXXX**.
- 1.2 The Council has powers under the Traffic Management Act 2004 and the **[specify] XXXXXX District Council Off-Street Parking Places Order 2008, [specify]** as amended (known as the “Parking Order”), for the management and enforcement of off street parking on Council owned land.
- 1.3 The Council shall delegate the control of local off street parking management and enforcement within **[specify] XXXXXXXX District** to the Lead Authority in accordance with the terms of this Agreement.

2 Lead Authority Responsibilities

- 2.1 Under the terms of this Agreement the Lead Authority shall be responsible for:
 - 2.1.1 A minimum of **[specify] NN daily parking enforcement patrols, including weekends and Bank Holidays** of the Council owned car parks as detailed in Schedule 1;
 - 2.1.2 The Council accepts that the provision of the Services by the Lead Authority will take into account the requirement for different work demands and patterns of work and the amount of daily patrols will vary from week to week but will average at **[specify] NN patrols per day** as set out in 2.1.1 above
 - 2.1.3 The enforcement of the Parking Order and the issue of Penalty Charge Notices where vehicles contravene the Parking Order;
 - 2.1.4 The replenishment of pay and display tickets in the machines;
 - 2.1.5 Producing a daily pay and display test ticket to ensure machines are in working order prior to undertaking patrols, taking remedial action or reporting the defect to the Council, as appropriate;

Appendix 2 – Draft Service Level Agreement

- 2.1.6 Completing a Health and Safety check list and reporting any issues to the Council. The Lead Authority will not have any obligation other than to report it.
- 2.1.7 The administration and recovery of all Penalty Charge Notices issued from **[specify] date**, the commencement of the Service Level Agreement;
- 2.1.8 The coordination and response to any representations received against any enforcement action including all appeals and representations;
- 2.1.9 The receipt of any monies paid in respect of off-street Penalty Charge Notices issued in respect of the Council's car parks;
- 2.1.10 The collection of all monies due following the issue of off street Penalty Charge Notices;
- 2.1.11 All costs associated with the provision, training and supervision of Civil Enforcement Officers and support staff;
- 2.1.12 The provision and maintenance of all vehicles and equipment used by the Civil Enforcement Officers in connection with this Agreement;
- 2.1.13 The provision of Penalty Charge Notice paper rolls and Penalty Charge Notice envelope wallets
- 2.1.14 Be the first point of contact to receive requests from customers to renew or purchase car park season tickets as per the cost and car park availability as detailed in Schedule 1
- 2.1.15 On receipt of payment, issue a permit to the customer which will be valid for the specified period and can be recognised as valid by the Civil Enforcement Officers. The Lead Authority has the option to issue a paper permit or as an electronic virtual permit.
- 2.1.16 Maintain a record of customers details, when the permit is issued and the date of expiry. Notify customers, in advance of the permit expiring, that renewal is required
- 2.1.17 Where the conditions of use for a issued season ticket has been breached, Liaise with the Council to agree a suitable course of action
- 2.1.18 Refunds for season tickets will be issued in line with the Council's policy.
- 2.1.19 The Collection, receipt and reconciliation of all monies due from the sale of car park permits;
- 2.1.20 Receive and log calls from the Lead Authority in respect of pay and display machine faults and car park issues and make the necessary arrangements with the service providers and contractors to attend site and repair the problem;
- 2.1.21 The first point of contact for all parking enquiries from the public, Councillors and members of the press;

Appendix 2 – Draft Service Level Agreement

- 2.1.22 Provide car park machine pay and display tickets and parking permits, ensuring sufficient stock is retained and sent to the Lead Authority, on request, and within agreed timescales;
- 2.1.23 The emptying of pay and display machines and the reconciliation of tickets issued and income collected from the machines;
- 2.1.24 Retain the cash collection, phone payment and pay & display machine contracts (which could be amended subject to better value for money being achieved)
- 2.1.25 The administration and recovery of all Penalty Charge Notices issued prior to 1 April 2018, the commencement of the Service Level Agreement;
- 2.1.26 The timely provision of the management information as detailed in clause 6.

3 Council Responsibilities

- 3.1 Under the terms of this Agreement the Council shall be responsible for:
 - 3.1.1 The review and amendment of the Council's off street parking policy. The policy will not be changed to the Lead Authorities disadvantage without a review of the Service Level Agreement and its express agreement;
 - 3.1.2 The making of Off Street Parking Places Orders; The orders will not be changed to the Lead Authorities disadvantage without a review of the Service Level Agreement and its express agreement;
 - 3.1.3 The setting of off street parking fees and charges; The setting of fees and charges will not be changed to the Lead Authorities disadvantage without a review of the Service Level Agreement and its express agreement;
 - 3.1.4 The maintenance of the car parks detailed in **Schedule 1** and the maintenance of all the pay and display machines located in each of the car parks;
 - 3.1.5 The car park assets, equipment, CCTV and pay and display machines to include inspections, monitoring and maintenance;
 - 3.1.6 Insurance and liabilities and handling insurance claims against the Council;

4 Reviews and Amendments to the Service Level Agreement

- 4.1 This Agreement shall commence on 1 September 2015 and shall continue for a period of one year with an option on the Council's part to extend the Agreement for a further three years (the "Term").
- 4.2 If this Agreement is extended in accordance with clause 4.1 this Agreement shall be reviewed annually and any changes shall be with the agreement of both parties and recorded in writing

Appendix 2 – Draft Service Level Agreement

- 4.3 The annual review shall incorporate a review of the service level provided by way of this Agreement and its adequacy given any proposed service changes.
- 4.4 The annual review shall incorporate a review of the annual management fee and will reflect any increases/decrease according to staff pay increase/decreases and any increase/decrease to direct expenditure costs in line with the published Consumer Prices Index.
- 4.5 The Council shall inform the Lead Authority at the earliest opportunity of any changes to its car parking charges so that patrols can be adjusted where necessary. Any increase to the agreed volume of work and patrols will be reflected in an increase to the agreed management fee as specified in clause 13 and shall be with the agreement of both parties.

5 Performance Indicators

- 5.1 The performance indicators have been set based on the average performance of the current operation over the past three years.
- 5.2 **It is acknowledged that these indicators are not target driven and are based on a reasonable assumption that these figures can be achieved based on the historical level of performance. There will be no penalty clause or reduction in management fee if the following performance indicators are not fully achieved.**
- 5.3 **[specify]** NNNN PCN's issued per annum
- 5.4 At least **[specify]** 73% of PCN fines successfully recovered
- 5.5 At least **[specify]** £NN,NNN income received from PCN's
- 5.6 **[specify]** 100% correspondence relating to permits replied to within 10 working days of receipt. For this provision a working day is Monday to Friday excluding Bank Holidays.
- 5.7 Financial reconciliation reports covering the quarterly periods for the financial year will be provided to the Council in July, October, January and April.

6 Performance Monitoring

- 6.1 The Lead Authority and the Council shall meet at least quarterly to discuss any operational and performance issues.
- 6.2 The Lead Authority shall develop a patrolling programme in consultation with the Council. The effectiveness of the patrolling programme shall be considered at the quarterly review meetings.
- 6.3 The Lead Authority shall provide the Council on a quarterly basis with a report containing the following information:
- 6.3.1 Number of higher level PCNs issued.
- 6.3.2 Number of lower level PCNs issued.
- 6.3.3 Number of PCNs paid.

Appendix 2 – Draft Service Level Agreement

- 6.3.4 Total income received from PCNs.
- 6.3.5 Number of PCNs against which an informal or formal representation was made.
- 6.3.6 Number of PCNs cancelled as a result of an informal or a formal representation.
- 6.3.7 Number of PCNs written off for other reasons (e.g. CEO error or driver untraceable).
- 6.3.8 Number of complaints received against the Lead Authority while carrying out the functions as set out in this Agreement
- 6.3.9 Performance against performance indicators

7 Complaints

- 7.1 Any complaints received by, or referred to, the Lead Authority shall be acknowledged within 7 working days. For this provision a working day is Monday to Friday excluding Bank Holidays.
- 7.2 The Lead Authority shall fully investigate any complaint and notify the complainant in writing (and copy to the Council) of its findings in a timely manner.

8 Protection Of Children And Vulnerable Adults

- 8.1 The Lead Authority acknowledges that the Council has legal responsibilities under section 11 of the Children Act 2004 (“CA 2004”) in providing the services under this Contract, the Lead Authority warrants that it will cooperate with the Council to enable the Council to comply with CA 2004.
- 8.2 The Lead Authority shall give reasonable assistance to the Council to comply with the CA 2004 and shall not do any act either knowingly or recklessly that would cause the Council to be in breach of the CA 2004.
- 8.3 The Lead Authority shall make arrangements during the provision of the services under this contract to ensure that it complies with CA 2004 and accordingly the Lead Authority shall comply with the Council’s policy regarding safeguarding children and the CA 2004.
- 8.4 Failure by the Lead Authority to comply with the provisions of this clause may lead to the termination of this contract at the absolute discretion of the Council.
- 8.5 The Lead Authority shall at its own costs obtain for each individual involved in the provision of the service a clear Disclosure and Barring Service check and shall provide a copy of the Certificate to the Council prior to commencement of the Service

9 Inclusion and Diversity Matters

- 9.1 In performing the services, the Lead Authority will comply with all applicable equalities, inclusion, and diversity legislation now in force or which may be in force in the future.
- 9.2 The Lead Authority, while carrying out the functions of this agreement, will not discriminate directly or indirectly against any person on the grounds of race/ethnicity, gender, disability, age, religion/belief or sexual orientation contrary to the Equal Pay Act 1970, the Sex Discrimination Act 1975 (as amended), the Race Relations Acts 1976 and 2000 (as amended), the Equality Act 2010 and Human Rights Act 1998 and any other relevant legal requirement applicable during this agreement.
- 9.3 The Lead Authority will provide to the Council such information as the Council may reasonably request in respect of the impact of equality issues on the operation of this Agreement.
- 9.4 Failure by the Lead Authority to comply with the provisions of this clause may lead to the termination of this Agreement at the absolute discretion of the Council

10 Data Protection

- 10.1 The Lead Authority shall comply with the provisions of the Data Protection Act 1988 (as amended from time to time) and shall indemnify the Council against any loss, damage or expenses which may be incurred as a result of any breach.
- 10.2 The Lead Authority will follow all procedures and controls and safeguards as determined by the Council if accessing any data in accordance with the Agreement that is subject to the provisions of the Data Protection Act 1988 (as amended from time to time).

11 Confidentiality

- 11.1 The parties:
- 11.1.1 Shall treat all confidential information belonging to the other party as confidential and safeguard it accordingly; and
- 11.1.2 Shall not disclose any confidential information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of this Agreement or except where disclosure is otherwise permitted by the provisions of this Agreement.
- 11.2 The Lead Authority shall not use any confidential information received other than for the purpose of this Agreement.
- 11.3 The provisions of the above two clauses 10 and 11 shall not apply to any confidential information received by one party from the other:-
- 11.3.1 Which is or becomes public knowledge (otherwise than by breach of this condition);

Appendix 2 – Draft Service Level Agreement

- 11.3.2 Which was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
 - 11.3.3 Which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 11.3.4 Which is independently developed without access to the confidential information; or
 - 11.3.5 Which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including the requirements for disclosure under the Freedom of Information Act 2000 (“FOIA”), the code of Practice on Access to Government Information (2nd Edition) or the Environmental Information Regulations.
- 11.4 The Lead Authority shall promptly inform the Council about the receipt of any request for information, as defined in FOIA, held on behalf of the Council whether or not expressed to be under Section 1 of the FOIA or otherwise and shall not disclose or release any information without notifying the Council.
- 11.5 In the event that the Lead Authority fails to comply with this condition 11, the Council reserves the right to terminate this Agreement by notice in writing with immediate effect.

12 Insurance

- 12.1 The Lead Authority shall indemnify the Council against any liability, loss, claim demand or proceedings whatsoever arising under any statute or at common law in respect of the provision of services unless due to any act or neglect on the part of the Council.
- 12.2 Throughout the Term of the Service Level Agreement, the Lead Authority shall maintain insurance in force with an insurer reasonably acceptable to the Council to cover the liabilities referred to in the above clause for an amount not less than 5 million pounds for any one claim and shall produce a completed Certificate of Insurance in the form reasonably required by the Council. The Lead Authority shall produce a copy of the policy and updated Certificates of Insurance when reasonably requested to do so.

13 Payment

- 13.1 The Lead Authority shall provide the services set out in this Agreement for the annual sum of **[specify]** £YYY,YYY . This fee is also subject to VAT.
- 13.2 Thereafter the Lead Authority shall invoice the Council **[specify]** on a quarterly basis. Upon receipt of the invoice the Council shall make payment for the whole amount within 30 days.
- 13.3 The Lead Authority shall transfer any income received from Penalty Charge Notices and permit sales to the Council in July, October, January and April of each financial year.
- 13.4

- 13.5 Any additional PCN income achieved above the agreed service level of **[specify]** £NN,NNNpa, will be shared between the Lead Authority and the Council. The Lead Authority will receive 70% of the additional income (to cover the cost of recovering the charge); the Council will receive 30% of the income, subject to the audited accounts demonstrating the agreed service level income has been exceeded.

14 Termination

- 14.1 Both parties reserve the right to terminate the Agreement at any time by giving six months' written notice.
- 14.2 The Council reserves the right to terminate this Agreement forthwith if the Lead Authority fails to provide the services required by this Agreement. The Council will issue the Lead Authority with a notice of default.

15 Consequences of Termination

- 15.1 In the event that this Agreement, or that the provision of services by the Lead Authority are suspended, postponed or cancelled by the Council, the following provisions shall apply:
- a) the Lead Authority shall take immediate steps to bring an end to the Services concerned or, as the Council may direct, complete the Services concerned in an orderly manner, but with all reasonable speed and economy and shall within such period from the date of such termination, suspension, postponement or cancellation as the Council shall reasonably specify deliver to the Council all of the Council's property in its possession or under its control or any material in respect of which any Intellectual Property Rights are vested in a form usable by the Council together with all correspondence and documentation in the possession or control of the Lead Authority relating to the services. The Lead Authority hereby relinquishes any lien on such material to which it may be entitled;
 - b) the Lead Authority shall submit an invoice to the Council within 28 days of such termination, suspension, postponement or cancellation setting out its bona fide assessment of its fees up to and including the date of termination, suspension, postponement or cancellation together with a narrative. Such fees may include, at the discretion of the Council, all reasonable costs necessarily and properly incurred by the Lead Authority in relation to the orderly cessation of the provision of the services;
 - c) the Council may make all arrangements which are in its view necessary to procure the orderly completion of the services including entering into similar contractual arrangements to those set out in this Agreement with a third party;

- d) where the total costs reasonably and properly incurred by the Council by reason of such arrangements exceed the amount that would have been payable to the Lead Authority for the completion of the services which the Lead Authority had been instructed to provide the excess shall be recoverable from the Lead Authority and may be set off against any amount withheld by the Council;
- 15.2 **Contracts for services entered into by the Lead Authority on behalf of the Council shall pass to the Council. If it is not possible to terminate or conclude such contracts within the notice period then the Council will become liable for any penalties.**
- 15.3 Save as expressly set out in this Agreement, the Lead Authority shall not be entitled to any compensation or loss and/or expense, loss of profit or damages whatsoever for suspension, postponement or cancellation of the services or termination of the Agreement.
- 15.4 The Council agrees that where the identity of the provider of the services set out in this Agreement changes at any point , this shall constitute (or be treated as) a Relevant Transfer under the Transfer of Undertakings (protection of Employment) Regulations 2006 (“TUPE”) which shall apply to the change of provider.
- 15.5 The provisions of this Agreement shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations hereunder.
- 16 Arbitration And Grievance Procedures**
- 16.1 Any dispute, difference or question between the parties to this Agreement with respect to any matter or thing arising out of or relating to this Agreement which cannot be resolved by negotiation and except insofar as may be otherwise provided in this Agreement, shall be referred to mediation. If the mediation should fail to resolve the difference, then both parties will seek arbitration under the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof by a single arbitrator to be appointed by agreement between the parties.

Appendix 2 – Draft Service Level Agreement

Signed for and on behalf of)
[specify] DISTRICT COUNCIL)
by)

Authorised Signatory

.....

Signed for and on behalf of)
COLCHESTER BOROUGH COUNCIL)
in the presence of)

Authorised Signatory

.....

SCHEDULE 1

SCHEDULE OF PARKING PLACES, WAITING RESTRICTIONS AND CHARGES FOR USE UNDER THE ORDER

[specify]

Car Park	Charges/Restrictions	
XX	9.30-10am, 3-3.30pm – 20p Charge. Mon-Fri only.	
XX	Up to 1 hour	£0.50
	Up to 2 hours	£1.00
	Up to 4 hours	£2.50
	Saturday AM (8-9.30am)	£7.00
	Maximum stay 4 hours. No return within 2 hours. Charges apply 8am-6pm any day other than a Sunday, Public Holiday or other public holidays as determined by the Council	
XX	Up to 4 hours	£1.50
	All day	£7.00
	Charging period 9.15-6pm. Permit only before this. Charges apply Mon-Fri, excluding Bank Holidays and other Public holidays as the Council determines	
XX	Up to 1 hour	£0.50
	Up to 2 hours	£0.90
	Up to 4 hours	£2.50
	All Day	£7.00
	No return within 2 hours. Maximum stay 4 hours. No return within 2 hours. Charges apply 8am-6pm any day other than a Sunday, Public Holiday or other public holidays as determined by the Council	
XX	Up to half hour	£0.20
	Up to 1 hour	£0.50
	Up to 2 hours	£0.90
	Up to 4 hours	£2.50
	No return within 2 hours. Maximum stay 4 hours. No return within 2 hours. Charges apply 8am-6pm any day other than a Sunday, Public Holiday or other public holidays as determined by the Council	
XX	Up to 1 hour	£0.50
	Up to 2 hours	£0.90
	Up to 4 hours	£2.50
	No return within 2 hours. Maximum stay 4 hours. No return within 2 hours. Charges apply 8am-6pm mon-fri, 8am-4pm Saturdays, no charges on a Sunday, Public Holiday or other public holidays as determined by the Council	
XX	13 x bays for blue badge holders only.	
XX	No charges and patrolled only as required by George Hurd Centre management	

In all car parks three hours free parking applies to those displaying a valid blue badge and clock.

Appendix 2 – Draft Service Level Agreement

Season ticket charges:

[specify]

Annual Resident	£790.00
Annual Non-Resident	£955.05
Quarterly Resident	£258.75
Quarterly Non-Resident	£218.75
Monthly Resident	£96.25
Monthly Non-Resident	£78.25

Please note that season tickets are available for issue in **[specify]** XXXXXX only. Some season tickets are used in **[specify]** XXXX, but these are not available to new customers.



North Essex Parking Partnership

Meeting Date: 14th December 2017
Title: Off Street Financial Report
Author: Lou Belgrove, NEPP Business Manager
Presented by: Lou Belgrove

The report sets out the mid-year financial position of the Off-Street Account to the end of period 7.

1. Decision(s) Required

1.1. For the Joint Committee to note the financial position set out in the report.

2. Reasons for Decision(s)

2.1. For good governance and to ensure prudent financial management of the Partnership.

3. Alternative Options

3.1. There is no alternative as this review is part of good financial management.

4. Supporting Information

4.1. The detailed budget figures are set out in the Appendix to this report.

5. Financial Implications

5.1. The small overspend in supplies and services will be offset by the surplus created by “other income” works that have been carried out. Officers are confident that this will ensure a break-even position by the end of the year once invoices for works carried out have been paid.

5.2. The overspend was linked to the coin validators being upgraded for the new £1 coin. Income was received from Partners in 2016/17 but the supplier invoice wasn't paid until 2017/18.

6. Standard References

6.1. There are no particular publicity or consultation considerations; equality, diversity and human rights; community safety; health and safety or other risk management implications.

7. Risk Management Implications

7.1. The risk management matrix has been updated in light of the performance of NEPP.

Appendix

Table 1 – Financial position to the end of P7

	A	B	C	D	E	F	G
Off-street Account	2016/2017	2017/2018	2017/2018	2017/2018	2017/2018	2017/2018	2017/2018
<i>Direct costs</i>	Actual	Actual to date	Budget to date	Variance to date	Forecast out-turn	Annual budget	Projected variance
Expenditure							
Employee costs:							
Management	15	2	2	0	4	3	0
CEOs & Supervision	289	154	156	(1)	250	268	(17)
Back Office	124	73	75	(2)	126	129	(3)
Off-street Account	209	132	108	24	202	185	18
Premises costs	12	10	5	4	11	9	2
Transport costs (running costs)	15	6	9	(3)	14	16	(2)
Supplies & Services	418	235	148	87	289	250	40
Third Party Payments	19	6	8	(3)	12	14	(2)
	1,102	618	512	106	909	875	36
Income							
Braintree District Council	(147)	(110)	(86)	(25)	(147)	(147)	0
Epping Forest District Council	(272)	0	0	0	0	0	0
Harlow District Council	(68)	(51)	(40)	(11)	(68)	(68)	0
Uttlesford District Council	(154)	(116)	(90)	(26)	(154)	(154)	0
Other income	(29)	(33)	(0)	(33)	(33)	0	(33)
Colchester Borough Council	(674)	(393)	(387)	(6)	(674)	(663)	(11)
	(1,343)	(703)	(602)	(101)	(1,076)	(1,032)	(44)
Total Direct Costs	(242)	(85)	(90)	5	(167)	(157)	(8)
Non-direct costs							
Other non-direct costs	145	159	159	0	159	159	0
Total Non-direct Costs	145	159	159	0	159	159	0
Deficit / (Surplus)	(97)	73	69	5	(8)	1	(8)
					out turn		



North Essex Parking Partnership

Meeting Date: December 2017
 Title: Off-Street Operational Report
 Author: Lou Belgrove – Business Manager
 Presented by: Lou Belgrove – Business Manager

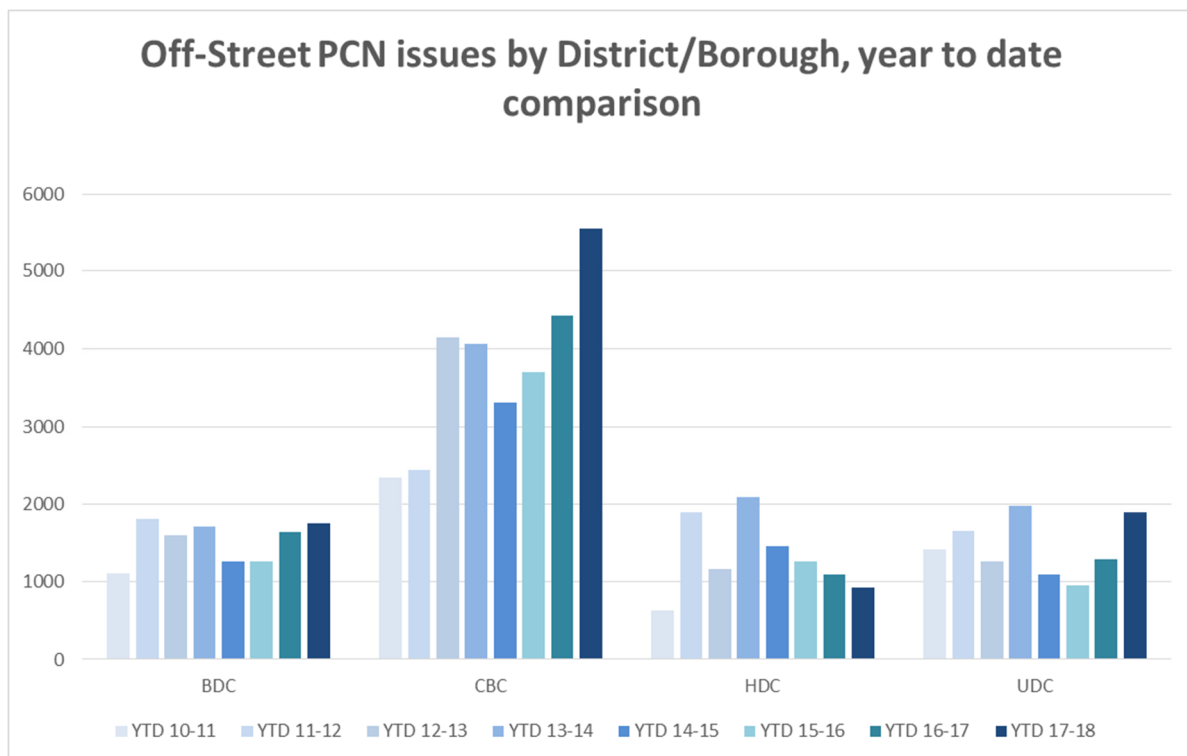
The report gives Members an overview of operational progress since June 2017.

1. Decision(s) Required

1.1. To note the content of the report.

2. Off - Street Performance measures

2.1. The following graph and supporting data shows the issue rate of all Penalty Charges for the on-street function, with a financial year comparison.



2.2. The number of PCNs issued is mostly dependent upon staff resources. Availability has increased recently in both East and Central districts and this is shown in the general upturn in issue rates. West issue rates have reduced but will hopefully be addressed with the upcoming recruitment drive.

3. Projects

- 3.1. Work with Hatfield Peverel Parish and Coggeshall Parish Councils continue in regard to Partnership working in the future. BDC are working with the Business Unit to develop a SLA to cover all aspects of possible future arrangements.
- 3.2. NEPP management continue to work on a revised Off-Street Partnership model which will allow for simplified arrangements between the Partners and for us to reflect on and update the contributions payable in light of changes since the Partnership was first established.
- 3.3. Many of the projects mentioned in the on-street update also apply to the off-street function and will assist in delivering the service in the future.

4. Future work

- 4.1. The issues outlined at the last meeting, and discussed with Client Officers recently, make up the future work of the NEPP. The focus will remain on generating further efficiency in office systems and patrol deployment through “smarter enforcement” in order to reduce costs, together with a significant number of projects already programmed as part of the service review.