

Report To:	Croydon & Lewisham Joint Street Lighting Committee 11 October 2018
Report Author :	John Algar : PFI Contract Manager
Agenda Item :	
Subject :	The Joint Street Lighting PFI Update
Lead Officers:	Croydon: Executive Director of Place Lewisham: Executive Director for Resources and Regeneration
Cabinet Members:	Croydon : Councillors Stuart King and Stuart Collins Lewisham : Councillors Brenda Dacres and Kevin Bonavia
Wards:	All
Corporate Priority / Policy Context:	
Improving street lighting supports Croydon Council's corporate priorities of improving the environment and reducing crime and Lewisham Council's corporate priorities of clean, green and liveable, and safety, security and a visible presence.	
Financial Summary:	
Noting the recommendations in this report will reflect the agreement made by Croydon and Lewisham Council to the sums set out in the P.F.I contract agreement. Each authority has made plans as it considers appropriate for the financial implications of the project. No additional expenditure is proposed as a result of this report.	
Forward Plan Key Decision Reference Number: N/A	
Not for publication	
N/A	
Recommendations:	
The Committee is asked to:	
<ul style="list-style-type: none"> • Note the performance of Service Provider in respect of the street lighting PFI for September 2017 - August 2018 • Approve the proposed unitary charges for 2018/19 of £2.505m for Croydon and £1.409m for Lewisham (based on a 64% to 36% split). • Note the agreed Deed of Variation from both Authorities to enable CLSLJC to be held once a year. 	

1. Executive Summary

This report advises the Committee of the overall performance of the Service Provider during September 2017 – August 2018.

2. Detail

Operational Performance Standards Overview

- 2.1 The Output Specification for this contract defines both Councils' requirements for the Service that the Service Provider shall provide pursuant to this Contract. The Performance Standards within the Output Specification specify the required outcome, service delivery, performance requirements and measurement criteria in respect of each part of the Service. The performance is reviewed on a monthly basis as part of the "Monthly Monitoring Report" and this is linked directly to any financial adjustments for failing to meet the minimum requirements set out each performance standard. Details of the level of adjustments applied to this contract to date are shown in the Part B agenda of this committee.
- 2.2 The Service Provider shall perform the service in accordance with the following Performance Standards:

PS1 – Core Investment Programme

- 2.3 The Service Provider designed and installed new apparatus during the five year Core Investment Programme (CIP) across both councils to the current British Standards and contract specification. The following table illustrates the Milestone planned completion dates against the actual completion dates. The Core Investment Programme was completed 31 October 2016.

The Croydon Public Lighting Network Cable has been de-energised and abandoned by UKPN. The old stumps that were previously keeping the Public Lighting Network Cable functioning have been removed. Any remaining stumps found being left in situ are added to the Service Providers snagging list and removed within 20 business days.

PS2 - Planned Maintenance, Inspection and Testing;

- 2.4 This Performance Standard covers planned maintenance, inspection and testing of street lighting equipment. Routine scouting of street lights is undertaken and the performance is measured over a four-month period.

During the period September 2017 – August 2018 the following wards were completed as part of the Annual Programme:

Bulk Clean and Change & Electrical Testing (Columns Y1)

Forest Hill, Sydenham, Lewisham Central, Rushey Green, Addiscombe, Bensham Manor, Fairfield, Selhurst, Woodside, Croham.

Total Assets : 9,845

Visual Inspections (Columns Y1)

Ashburton, Fieldway, Shirley, Heathfield, Selsdon & Ballards, Coulsdon East, Coulsdon West, Kenley, Sanderstead, Perry Vale, Bellingham, Telegraph Hill, New Cross, Downham, Whitefoot,

Total Assets : 15,675

Electrical Testing Signs (Signs Y2)

Forest Hill, Sydenham, Lewisham Central, Rushey Green, Addiscombe, Bensham Manor, Fairfield, Selhurst, Woodside, Croham

Total Assets : 1,618

Signs Clean only (Y2)

All wards across both boroughs

Total Assets : 5,359

Due to the completion of the Core Investment Programme the night scouts are now only required to pick up any illuminated signs out of light and/or with maintenance issues i.e. doors off, twisted sign lights or lantern realignments etc. However the Service Provider are continuing to night scout at their own discretion. All Car Parks and Subways where fittings do not have the capacity for nodes to be connected to the CMS are being scouted in the day time as these are operational 24 hours.

All column outages are reported via City Touch on the Central Management System. The Client Monitoring team have carried out site checks to verify that all Car Park, Subway and Housing assets have been replaced for new.

2.5 The table below illustrates the overall performance over the last 12 months. The Service Provider has achieved the required level of 99% lights throughout this period, and therefore no financial adjustment has occurred.

	August 2018	July 2018	June 2018	May 2018
# occasions not In Light	95	63	122	59
# Lighting Points	46,850	46,850	46,850	46,850
In Light **	99.797%	99.866%	99.740%	99.874%
In Light:	99.819%			

	April 2018	March 2018	February 2018	January 2018
# occasions not In Light	115	168	180	261
# Lighting Points	46,850	93,700	93,700	93,700
In Light **	99.755%	99.821%	99.808%	99.721%
In Light:	99.776%			

	December 2017	November 2017	October 2017	September 2017
# occasions not In Light	105	173	169	175
# Lighting Points	46,850	46,850	46,850	46,850
In Light **	99.776%	99.631%	99.639%	99.626%
In Light:	99.668%			

2.6 The Client Monitoring Team continue to carry out its own shadow night scouts to verify the quality of the Service Providers night scouts and to review all vehicle tracker reports. The accuracy of the Central Management System is also validated.

PS3 - Operational Responsiveness and Reactive Maintenance;

2.7 This Performance Standard covers the operational responsiveness of the Service Provider to attend to faults within the relevant rectification period.

2.8 The tables below illustrate the performance for emergency and non – emergency faults in and out of time for the period of September 2017 – August 2018. Over this period all Emergency Call Outs have been attended within the 1 hour time frame.

During this period the Authority agreed for the Service Provider to carry out a 2 hour emergency call out trial response period for any calls out of working hours, instead of the contractual 1 hour call out response time.

Having reviewed the information supplied by the Service Provider and the B.V.P.I there was no benefit to the Authority to revert to a two hour call out response time which this request from the Service Provider was rejected.

The Service Provider are looking at other alternatives which may include a financial benefit to the Authority.

Table 1: Faults completed within contractual timescale

Fault Type	Number of occasions : In Time						
	Sept 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018
Emergency faults	22	22	29	25	33	17	27
Non-Emergency Faults	404	329	366	289	523	395	417

Fault Type	Number of occasions : In Time					
	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	
Emergency faults	25	32	20	16	16	
Non-Emergency Faults	400	320	321	290	179	

Table 2: Faults completed outside contractual timescale

Fault Type	Number of occasions : Out of Time						
	Sept 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018
Emergency faults	0	0	0	0	0	0	0
Non-Emergency Faults	3	5	3	1	0	1	0

Fault Type	Number of occasions : Out of Time					
	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	
Emergency faults	0	0	0	0	0	
Non-Emergency Faults	3	4	3	0	2	

2.9 During this reporting period as detailed in table 2 above not all non-emergency faults were attended in time and therefore a financial adjustment has been applied in line with the Payment Mechanism of the contract.

PS4 - Contract Management and Customer Interface;

2.10 For the Service Period, the Service Provider shall provide a customer care and contract management service in accordance with this Performance Standard that includes the development, operation and maintenance of a Management Information System (MIS) and Customer Care System (CCS).

2.11 The table below shows telephone calls received by the call centre and emergency phone line during the period September 2017 to August 2018. The target is 95% of all calls being answered within 25 seconds. Over this period the Service Provider has continued to perform well apart from the two months of December 2017 and March 2018 where the 95% target was not reached, which financial deductions were applied in line with the Payment Mechanism of the contract.

Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Prescribed response period
195	250	215	172	270	137	174	= # calls received by call centre / emergency phone line
194	240	208	153	267	133	162	= # answered by a trained call agent within 25 seconds
99.49%	96.00%	96.74%	88.95%	98.89%	97.08%	93.10%	= % answered by a trained call agent within 25 seconds

Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018			Prescribed response period
104	134	163	102	116			# calls received by call centre / emergency phone line
102	130	162	102	114			= # answered by a trained call agent within 25 seconds
98.08%	96.37%	99.20%	100%	98.00%			= % answered by a trained call agent within 25 seconds

PS5 - Strategic Assistance and Reporting;

2.12 The Service Provider shall provide relevant, accurate and timely information to the Councils on its performance in relation to the services in Monthly Service Reports and Annual Service Reports to ensure that the strategic assistance and reporting procedures adopted for delivery of the Service:

- (i) enable the Councils to properly monitor the Service and have sufficient data and information to assess accurately what Adjustments, (if any) to the Unitary Charge should be made;
- (ii) allow the Councils to demonstrate that it is achieving its Best Value Duty and continuous improvement in the delivery of the Service; and
- (iii) allow the Councils to regularly review the Service to determine whether it meets current and future needs; consult with users and other stakeholders and benchmark performance against other Service Providers.

Monthly monitoring and Monthly Payment Reports are combined to reduce the administration burden for the councils and are provided by the fifth business day of the month following the month for which the report relates.

For this period all reports were received on time.

PS6 - Working Practices;

2.13 Performance Standard 6 requires the Service Provider to ensure it operates the day-to-day working practices correctly and safely.

During September 2107 – August 2018 there have been no urgent service failures and no serious service failure, therefore no financial adjustments.

There are also no routine service failure adjustments, although there were 10 points awarded in April 2018 and 5 points in June 2018 with regards to permitting issues. However financial adjustments are only applied for any points over 25 points which follow the guidelines in the Appendix 21 table.

Overall the Service Provider is performing very well with regards to staff Health & Safety issues for its own staff and ensuring site conditions for residents are monitored and kept in a safe condition.

Frequent joint permitting meetings are carried out by the Service Provider, Monitoring team, UKPN and both boroughs permitting teams to resolve any potential issues and collaborate works to minimize and disruption.

Below is the table of any service failures under PS6 Working Practices.

Categories of the faults relating to these practices are detailed below:

Fault Type	Definition	Sept 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018
Urgent service faults	Any Service Failure that: poses a material risk to life; or poses a material risk of damage to person and/or property; or poses a material risk of significant financial loss and/or disruption to the Authority.	0	0	0	0	0	0	0
Serious service faults	Any Service Failure that is such that it may develop into an Urgent Service Failure if not rectified or attended to in accordance with Good Industry Practice.	0	0	0	0	0	0	0
Routine service faults	Any Service Failure that is not immediately detrimental or likely to lead to a Serious Service Failure or an Urgent Service Failure, but that, if not rectified or attended to in accordance with Good Industry Practice, may adversely impact on the Service and / or the Authority's reputation and / or the Service Provider's reputation.	0	0	0	0	0	0	0

Fault Type	Definition	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018
Urgent service faults	Any Service Failure that: (a) poses a material risk to life; or (b) poses a material risk of damage to person and/or property; or (c) poses a material risk of significant financial loss	0	0	0	0	0

	and/or disruption to the Authority.					
Serious service faults	Any Service Failure that is such that it may develop into an Urgent Service Failure if not rectified or attended to in accordance with Good Industry Practice.	0	0	0	0	0
Routine service faults	Any Service Failure that is not immediately detrimental or likely to lead to a Serious Service Failure or an Urgent Service Failure, but that, if not rectified or attended to in accordance with Good Industry Practice, may adversely impact on the Service and / or the Authority's reputation and / or the Service Provider's reputation.	10	0	5	0	0

PS7 - Reporting to the Authority;

- 2.14 In order for the Councils to monitor the performance of the Service Provider and to ensure appropriate Monthly Payments are made under the Contract, the Service Provider shall provide accurate and complete reporting to the Councils on how the Service Provider is complying with the requirements of the Output Specification.

Over this period the committee are asked to note all reports were submitted on time.

PS9 - Central Management System;

- 2.15 When this contract was awarded both councils opted for a Central Management System (CMS) to be installed to all street lights as part of a “mandatory variant solution”. In technical terms the key difference between the mandatory variant solutions and standard Solutions is that the mandatory variant solution enables lights to be dimmed, or brightened, flexibly, whereas in the standard solution lights will only come on and off at fixed ambient light levels. The advantage of the mandatory variant solutions is its flexibility, and the opportunity that it affords to cut energy consumption and therefore costs or otherwise to respond to policy considerations. This is something both boroughs have explored under a Variable Lighting Policy.

- 2.16 Once the Independent Certifier issued the Certificate of Compliance for the new street lighting on a street by street basis the Service Provider ensured that all Replacement CIP Apparatus is connected to and operating on the Central Management System. The client team are continuing to monitor the current operation of the CMS as there have been a small number of issues with regards to the two way communication of individual nodes.

There have also been two Branch Node failures in Lewisham over this period which resulted in the lights dayburning for a few days whilst replacement nodes were replaced and the CMS re-configured.

Apart from a few resident complaints the matter was resolved quickly.

- 2.17 After the completion of the Core Investment Programme across both boroughs there are currently 40,848 street lighting columns connected to the Central Management System. The remaining assets are in Subways and Car Parks that are not connected to the CMS and are scouted separately.

- 2.18 Lewisham introduced their Variant Lighting Level Policy in November 2016 which received Mayor and Cabinet approval. To date the Service Provider and the Client Monitoring Team have still not received any specific complaints in relation to the introduction of this policy in Lewisham

3. Human Rights

- 3.1 There are no human rights impact considerations arising from this report.

4. Consultation

- 4.1 During the mobilisation phase and throughout the CIP, the Service Provider was required to liaise and consult with all relevant bodies, which includes the Councils, its officers, and all other stakeholders.

- 4.2 There is a mechanism built within the Output Specification to ensure that this consultation process takes place.
- 4.3 Notifications to residents were distributed in advance of works commencing on site. The requirements was to deliver a leaflet to each property 8 weeks prior to works commencement and a further letter 4 weeks prior to works commencing.
- 4.4 As the CIP programme has finished both Authorities have agreed not to consult with residents about any customer satisfaction surveys as they feel the information will not be beneficial.

5. Financial and Risk Assessment Considerations: Croydon and Lewisham

- 5.1 As per the Co-Operation Agreement the Joint Committee is required to submit final estimates for approval to the Constituent Authorities no later than November 30th. The Joint Committee is then to set its budget no later than March 15th each year. The structure of the Payment Mechanism includes a payment in arrears for the service. Any under performance in a period will be reflected in a payment adjustment in the following period. A draft Monthly Payment Report is provided to the Councils within five business days of the month for which it is reporting no later than the end of the month a final monthly payment report is issued to the authority and the authority has 20 business days to settle the account.
- 5.2 As per the Co-Operation Agreement the Joint Committee is required to submit final estimates for approval to the Constituent Authorities no later than November 30th. The Joint Committee is then to set its budget no later than March 15th each year.
- 5.3 The budget for running the Joint Committee itself is minimal and can be contained within the overall project budget or other existing budgets. The contract budget for the year is as set out in the PFI financial model. This budget includes provision for expenditure on the PFI contract itself, the contract monitoring costs and contributions into the sinking fund to even out PFI liabilities over the life of contract, with LBC acting as the lead authority on payments. The anticipated cost for 2018/19 is expected to be £10.417m. The proposed unitary charge in 2018/19 for Croydon and Lewisham works out at £2.505m and £1.409m respectively (based on agreed 64% to 36% split), with the remaining contribution derived from PFI credits provided by the Department for Transport. Energy costs are paid directly to the respective energy suppliers by the individual authorities and are not part of the sinking fund payment process.
- 5.4 The financial model sinking fund is periodically reviewed to ensure that adequate resources are set aside for future liabilities. The contributions for 18/19 have been adjusted accordingly. These are offset in part by contract performance deductions.

(Approved by: Flora Osiyemi, Head of Finance, Croydon; John Johnstone, Group Manager Resource Finance, Lewisham)

Comments of the Councils' Solicitors

- 6.1 To align the constituent authorities, the legal teams created two agreements, the Governance Agreement and the Co-operation Agreement.

- 6.2 The Governance Agreement was put in place to set out the joint arrangements for the management of the joint street lighting PFI Project. It details the functions of the Joint Committee, its constitution and decision making powers.
- 6.3 The Co-operation Agreement sets out the detailed arrangements relating to operation matters including how any disputes between the constituent authorities are to be settled and budget provisions to cover the management costs of the Project.
- 6.4 It is the function of the Joint Committee to monitor the operational performance of the Service Provider and to receive reports from the Management Board consisting of two representatives of each constituent authority as to the Service Provider's performance over the last quarter.

(Approved by: Stephanie Fleck, Principle Solicitor, Lewisham, & Sean Murphy, Head of Commercial and Property Law, Croydon)

7. Human Resources Impact

- 7.1 There are no Human Resources considerations arising from this report.

(Approved by Sue Moorman, Director of Human Resources, Croydon)

8. Customer Impact

- 8.1 The core objective of the street lighting replacement programme, the replacement of the existing aged equipment with a new and well-maintained service, had a positive impact on the residents.
- 8.2 It is possible that the roll out of a significant civil engineering project, such as this, affecting the entirety of both boroughs especially during the CIP may be perceived as an unwelcome disruption by some members of the public. However every effort will be made to keep residents informed of works taking place in their area.

9. Equalities Impact Assessment (EIA)

- 9.1 An updated Equalities Impact Assessment (EIA) has been undertaken, and there are no specific disadvantages associated with replacing the street lighting in the boroughs. Indeed, the enhanced lighting will be of benefits to all residents and businesses.

Lewisham have introduced their Variable Lighting Policy across the borough which included an updated EIA.

A further updated EIA will be carried out by Croydon if decided to go ahead with any Variant Lighting Policy.

Both Authorities can have their own separated policies which do not need to be linked.

10. Environmental and Design Impact

- 10.1 Carbon emissions from Croydon's street lighting are shown in the table below. While total energy consumption has varied around 10 GWh, total annual CO₂ emissions have been steadily decreasing. This is due to the increasing proportion of zero carbon renewable energy generation connected to the UK power network decreasing the grid CO₂ content.

Year	Consumption kWh	CO ₂ tonne	Grid emission factor (kg CO ₂ kWh)
2017/18	10,014,298	3,820	0.38146
2016/17	9,860,865	4,404	0.44662
2015/16	10,126,987	5,027	0.49636
2014/15	10,185,810	5,430	0.5331
2013/14	9,647,256	5,219	0.541

10.3 Croydon and Lewisham are both mandatory participants in the government CRC Energy Efficiency Scheme (CRCEES). This requires authorities to submit an annual report on CO₂ emissions associated with operational energy use and to purchase 'Allowances' to cover these emissions. Unmetered electricity suppliers are within the scope of the CRCEES and the cost of CO₂ emissions relating to Croydon's street lighting in 2017/18 was £61.5k

10.4 Following a review of business energy taxation in 2015, the government has announced that the CRCEES will be abolished in 2019. However, tax revenues from CO₂ emissions will be maintained by increasing the rates of the Climate Change Levy (CCL). The CCL is charged on all non-domestic supplies of electricity and gas.

10.5 The CMS functionality will help reduce street lighting electricity consumption, this will therefore help minimise electricity costs and associated CO₂ emissions along with minimising the costs for CO₂ under the CRCEES.

(Approved by; Bob Fiddik, Team Leader Sustainable Development & Energy team, Croydon)

11. Crime and Disorder Reduction Impact

11.1 The general improvement of the street lighting is expected to have a positive impact in the levels of crime and disorder.

12. Freedom of Information/Data Protection Considerations

12.1 There are no data protection issues arising from the Project.

12.2 The Councils' Procurement Strategy and Tenders and Contracts Regulations are accessible under the Freedom of Information Act 2000 as part of the Councils' Publication Scheme. Information requested under the Act about the specific procurement exercise and contract which are the subject of this report, held internally or supplied by external organisations, will be accessible subject to legal advice as to its commercial confidentiality, or other applicable exemption, and whether or not it is in the best interest to do so.

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Background Documents: None