

DATED

2021

TRANSPORT FOR GREATER MANCHESTER (1)

and

GREATER MANCHESTER COMBINED AUTHORITY (2)

and

THE AUTHORITIES LISTED IN SCHEDULE TWO (3)

MEMORANDUM OF UNDERSTANDING
COLLABORATION
ON THE GREATER MANCHESTER CLEAN AIR PLAN

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DATE

2021

PARTIES

- (1) TRANSPORT FOR GREATER MANCHESTER** of 2 Piccadilly Place, Manchester, M1 3BG (**TfGM**);
- (2) GREATER MANCHESTER COMBINED AUTHORITY** of Tootal Buildings, 56 Oxford Street Manchester, M1 6EU (the **GMCA**)
- (3) THE AUTHORITIES LISTED IN SCHEDULE TWO**, (together the **GM Local Authorities**)

each a **Party** and together the **Parties**.

INTRODUCTION AND BACKGROUND TO THIS MEMORANDUM

- A The GM Local Authorities are jointly subject to a Direction from the Secretary of State for the Environment, Food and Rural Affairs dated 16 March 2020 issued pursuant to section 85(5) of the Environment Act 1995 requiring them to implement a local plan for NO₂ compliance for the areas for which they are responsible and to submit a Full Business Case containing final information on the plan including consultation responses and any amendments arising from them.
- B This plan is required to include a GM-wide Class C Clean Air Zone with additional measures, as specified in the Outline Business Case, and must be implemented so that:
- (a) compliance with the legal limit value for NO₂ is achieved in the shortest possible time; and
 - (b) exposure to levels above the legal limit for NO₂ are reduced as quickly as possible.
- C The GM Local Authorities intend to comply with the Direction by implementing the Greater Manchester Clean Air Plan (the **GM CAP**) and for that purpose have authorised TfGM to act in a coordinating and delivery role.
- D The GM CAP is being funded by central government, with funding being issued to and distributed by the GMCA, and JAQU have confirmed that the New Burdens Doctrine will apply to the implementation of the local plan for NO₂ compliance as required by the Direction.
- E Public consultation on the GM CAP concluded in December 2020 and it is anticipated that, following due consideration of the results of this consultation, any necessary refinements to the proposals and subject to governance requirements of the GM Local Authorities, it is intended that the GM CAP will be approved in summer of 2021 and the Full Business Case submitted thereafter.

- F Each of the GM Local Authorities has via a delegation approved that the GMCA (acting by its officer, TfGM) is authorised to undertake preparatory procurement arrangements that need to be undertaken to deliver the GM CAP measures utilising government funding on behalf of its Local Authority area in accordance with TfGM's existing constitutional arrangements.
- G TfGM are progressing, on behalf of the GM Local Authorities, the procurement processes with potential suppliers to final evaluation for the contracts required to implement and operate the GM CAP. In order to meet the timescales required by the Direction it is necessary that contracts for this work are awarded imminently, subject to approval of the GM Local Authorities and confirmation of funding from JAQU.
- H This Memorandum is a statement of the intent of the Parties to collaborate fully in relation to the implementation, procurement and operation of the GM CAP and in particular the GM CAZ. Only clauses 2, 8, 9, 10, 12, 13 and Schedules 5 to 7 of this Memorandum shall be legally binding. No other clause of this Memorandum, nor the Schedules hereto, shall be legally binding.

1 PURPOSE OF THIS MEMORANDUM

- 1.1 The Parties acknowledge that the GM CAP is a GM-wide common strategy that involves:
- 1.1.1 the joint submission of a Full Business Case;
 - 1.1.2 the placement of infrastructure (including CAZ Signage and ANPR Cameras and Equipment) in each of the GM Local Authority areas;
 - 1.1.3 the joint operation of the GM CAZ, including enforcement across GM;
 - 1.1.4 joint contractual arrangements on matters including ANPR and IT systems;
 - 1.1.5 distribution of grant funding and other financial support measures to support owners or registered keepers of non-compliant vehicles with the cost of upgrading to vehicles that would not incur a CAZ charge (subject to meeting eligibility criteria); and
 - 1.1.6 application of net proceeds of the GM CAZ across GM,
- with the aim of achieving NO₂ compliance in accordance with the Direction.
- 1.2 The Parties further acknowledge that, in order to implement the GM CAP in an effective and timely manner and to operate the GM CAP effectively and efficiently, close collaboration between them is required.
- 1.3 The purpose of this Memorandum is to affirm the commitment of the Parties to implementing and operating the GM CAP in a timely and efficient manner, and in particular those aspects listed in clause 1.1, and to establish the principles for working together to achieve this.

2 TERM

- 2.1 This Memorandum shall have effect from the date on which it is signed by all Parties and shall, unless terminated at an earlier date by operation of Law, expire when all of the GM Local Authorities are released from any obligation under the Direction either because the Direction

has been revoked or the Secretary of State has otherwise confirmed that the duties in the Direction have been satisfied.

2.2 A GM Local Authority may be released from its obligations under this Memorandum prior to the condition in clause 2.1 being met only if:

2.2.1 the Secretary of State amends the Direction releasing that GM Local Authority from its obligations thereunder or otherwise confirms that the GM Local Authority concerned has no further obligations relating to the achievement NO₂ compliance in GM;

2.2.2 this does not prejudice the ability of the remaining GM Local Authorities to achieve NO₂ compliance in accordance with the Direction or any other obligations on them; and

2.2.3 the remaining GM Local Authorities consent in writing.

3 COOPERATION BETWEEN THE PARTIES

3.1 The Parties undertake to each other in good faith to cooperate and work collaboratively in furtherance of the Purpose of this Memorandum and in so doing to perform their obligations under this Memorandum and not impede any other Party in the performance of its obligations under this Memorandum.

3.2 Any difficulties arising in connection with this Memorandum will normally be resolved amicably between the Party Representatives who will use good faith efforts to reach a solution as quickly as possible. In the event that a dispute arising out of or related to this Memorandum cannot be resolved in this way the Parties shall follow the procedure set out in clause 12.

3.3 The Parties agree that this Memorandum implements a co-operation between the Parties with the aim of ensuring that public services they have to perform are provided with a view to achieving objectives the Parties have in common and that implementation of this co-operation is governed solely by considerations relating to the public interest.

4 GOVERNANCE

4.1 Each of the Parties acknowledges the role and function of:

4.1.1 the Clean Air Charging Authorities Committee (which is charged with taking decisions that are required to be taken jointly by the GM Local Authorities as charging authorities in relation to the GM CAZ); and

4.1.2 the Air Quality Administration Committee (the role of which is the joint discharge of the GMCA's and GM Local Authorities' functions under sections 82 to 84 of the Environment Act 1995 and in relation to the GM CAP),

(the **Committees**), the terms of reference for which are attached in Schedule 8 and **Committee** is to be construed accordingly.

- 4.2 The Parties undertake to each other in good faith to work collaboratively to support the functioning of the Committees and in particular to ensure attendance at meetings of the Committees by their relevant members or substitutes.

5 REPRESENTATIVES

- 5.1 Each Party shall nominate a representative (in each case, the **Party Representative**) who shall act on behalf of their respective Party as an initial point of contact and in day-to-day management in relation to the matters set out in this Memorandum.
- 5.2 The initial Party Representative of each Party shall be the person named as such in Schedule 3 and a Party may by notice substitute a new Party Representative.

6 TFGM AS OPERATING BODY

- 6.1 The Parties acknowledge that TfGM is to act as Operating Body for the GM CAP to include the exercise of the functions set out in Schedule 4.
- 6.2 The Parties acknowledge that TfGM in its capacity as Operating Body will seek to minimise the implementation and operational costs of the GM CAP so far as reasonably practicable and in particular through its management of the GM CAP Agreements.

7 PROCUREMENT

- 7.1 The GM Local Authorities acknowledge that:
- 7.1.1 they have each by appropriate delegation approved that the GMCA (acting by its officer, TfGM) is authorised to undertake preparatory procurement arrangements necessary to deliver the GM CAP measures utilising government funding on behalf of the GM Local Authorities;
 - 7.1.2 TfGM are progressing, on behalf of the GM Local Authorities, the procurement exercises with potential suppliers to final evaluation for the contracts required to implement and operate the GM CAP;
 - 7.1.3 in order to meet the timescales required by the Direction it is necessary that contracts for this work are awarded, subject to confirmation by JAQU that the relevant funding will be made available, in advance of the approval of the final GM CAP proposals.
- 7.2 The Parties agree to work together to ensure the GM CAP Agreements are awarded in a timely manner and to take all necessary steps to do so.

8 SPECIFIC OBLIGATIONS

- 8.1 TfGM and each of the GM Local Authorities shall undertake and perform the obligations set out in Schedules 5 (CAZ Signage), 6 (ANPR Cameras and Equipment) and 7 (Air Quality Monitoring Equipment).

9 LIABILITY

- 9.1 The Parties acknowledge that the GM CAP is being funded by central government and that JAQU have confirmed that the New Burdens Doctrine will apply to the implementation of the local plan for NO₂ compliance as required by the Direction. It is not therefore anticipated that any liabilities will arise that will not be funded by central government.
- 9.2 The Parties agree that, to the extent that any liability (including all claims, proceedings, actions, damages, costs, expenses or any other loss accruing to TfGM in connection with the GM CAP Agreements) does arise out of or in connection with the implementation or operation of the GM CAP and is not covered by the funding allocated by central government to the GMCA or any net proceeds of the GM CAZ (a **funding shortfall**):
- 9.2.1 the GMCA will seek to recover any funding shortfall from central government to the maximum extent possible;
- 9.2.2 if or for so long as there is a funding shortfall that the GMCA has been unable to recover from central government:
- (a) to the extent that this arises as a result of the actions or omissions of any GM Local Authority, that GM Local Authority will be liable; and
- (b) in all other cases the GM Local Authorities are each liable in equal shares;
- 9.2.3 where clause 9.2.2 applies, the liable GM Local Authority or Authorities will indemnify TfGM and/or the GMCA (and if applicable any other GM Local Authorities) and keep them indemnified against all claims, proceedings, actions, damages, costs, expenses or any other loss or liability including that which may accrue to TfGM in connection with the GM CAP Agreements, save to the extent that any such liability arises from the negligence or wilful default of those other Parties.

10 OTHER FINANCIAL MATTERS

- 10.1 The Parties acknowledge that central government funding for the GM CAP is allocated to the GMCA to apply on behalf of the GM Local Authorities and agree that, in the event that a GM Local Authority (the **exiting GM Local Authority**) is released from its obligations under this Memorandum pursuant to clause 2.2:
- 10.1.1 no future funding for the GM CAP or any net proceeds of the GM CAZ will be applied to the exiting GM Local Authority's area; and
- 10.1.2 to the extent that, as a result of this action, the GMCA is required to account for or reimburse any funding received for the GM CAP, or any Party suffers any loss or liability, the exiting GM Local Authority will indemnify the other Parties in accordance with clause 9.2.3.
- 10.2 The Parties acknowledge that:
- 10.2.1 the purpose of the GM CAP is to reduce NO₂ to compliant levels in the shortest possible time and that the charges are set at such a level as to encourage operators to modify or replace their vehicles or change modes to achieve this purpose;

- 10.2.2 the GM CAZ is therefore not designed to generate revenue and any revenues generated will in the first instance be used to cover the cost of operation of the GM CAZ;
- 10.2.3 the more vehicles that are compliant with the standards required by the GM CAZ the less revenue will be generated, which is expected to lead to a net annual surplus initially followed by a net annual deficit towards the end of the GM CAZ's operating life.
- 10.3 The Parties agree that any net proceeds achieved over the lifetime of the GM CAZ will be applied for the purpose of directly or indirectly facilitating the achievement of local transport policies in the Greater Manchester Transport Strategy 2040 in accordance with Part III and Schedule 12 of the TA 2000.
- 10.4 TfGM will produce an annual set of management accounts on behalf of the GM Local Authorities for the operation of the GM CAP.

11 DATA PROTECTION

- 11.1 TfGM will:
- 11.1.1 when processing any Personal Data (as defined in the Data Protection Legislation) comply with its obligations under the Data Protection Legislation and with the relevant data protection policies of TfGM and in line with the data protection policies of the Association of Greater Manchester Authorities (AGMA);
- 11.1.2 consult with and take into account comments by the data protection officers of the GM Local Authorities in respect of:
- (a) any Data Protection Impact Assessment undertaken in respect of the GM CAP; and
 - (b) relevant clauses of any contracts required to implement and operate the GM CAP;
- 11.1.3 inform the data protection officers of the GM Local Authorities of any FOI, EIR and subject access requests received by TfGM and action any such request in accordance with TfGM's relevant policies.

12 DISPUTE RESOLUTION

- 12.1 If a dispute between any of the Parties arises out of or in connection with this agreement or the performance, validity or enforceability of it then, except as expressly provided otherwise in this Memorandum, the Parties concerned shall follow the dispute resolution procedure set out in this clause:
- 12.1.1 each Party to the Dispute shall give to the other Parties written notice of the dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documentation where relevant. On service of the Dispute Notice Party Representatives shall attempt in good faith to resolve the Dispute;

- 12.1.2 if the Party Representatives are for any reason unable to resolve the dispute within ten working days of service of the Dispute Notice the dispute shall be referred to the person occupying the role, described as the Escalation Representatives for the purposes of this clause, as set out in Schedule 3 who shall attempt in good faith to resolve it; and
- 12.1.3 if the relevant Escalation Representatives are for any reason unable to resolve the Dispute within 15 working days of it being referred to them, the Parties shall attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) model mediation procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing (**ADR Notice**) to the other Parties requesting a mediation. A copy of the ADR Notice should be sent to CEDR. The mediation shall start not later than 30 working days after the date of service of the ADR Notice. Unless otherwise agreed by the Parties, CEDR, in conjunction with the mediator, shall make the necessary arrangements for the mediation including:
- (a) nominating, and obtaining the agreement of the Parties to, the mediator;
 - (b) organising a suitable venue and dates;
 - (c) organising exchange of documents;
 - (d) meeting with the Parties (and the mediator if appointed), either together or separately, to discuss any matters or concerns relating to the mediation; and
 - (e) general administration in relation to the mediation.

13 CONFIDENTIALITY

- 13.1 Each Party undertakes that it shall not at any time, disclose to any person any Confidential Information of the other Parties, except as permitted by this clause.
- 13.2 Each Party may disclose the other Parties' Confidential Information:
- 13.2.1 to its employees, officers, personnel, agents, sub-contractors or professional advisers on a need to know basis for the performance of its obligations or receipt of benefits under this agreement. Each Party shall procure that anyone to whom it discloses the other Party's Confidential Information under this clause shall comply with this clause as though they were a party to this agreement; or
 - 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 On the termination or expiry of this agreement, each Party shall promptly return (or if requested destroy) all Confidential Information of the other Parties.
- 13.4 No Party will make any announcement or publicity statement relating to the other Parties, any dispute between the Parties or the subject matter of this agreement without the other Parties' prior written consent (except as required by law or by any legal or regulatory authority).

14 COUNTERPARTS

- 14.1 This Memorandum may be signed in any number of counterparts, each of which when signed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute a single agreed agreement. Transmission of a signed counterpart of this Memorandum by email in PDF format shall take effect as delivery of a signed counterpart of this Memorandum. If this method of delivery is adopted, without prejudice to the validity of the agreement so made, the Parties shall provide each other with the original of such counterpart as soon as reasonably practicable.

15 MITIGATION

- 15.1 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this agreement, including any losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this agreement.

16 COSTS

- 16.1 Each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this agreement.

17 THIRD PARTY RIGHTS

- 17.1 Any person who is not a Party to this Memorandum has no right under The Contracts (Rights of Third Parties) Act 1999 (“**CRTPA**”) to enforce any term of this Memorandum.

18 NOTICES

- 18.1 Any notices sent under this Memorandum must be in writing and shall be sent to the addresses set out in Schedule 3.
- 18.2 The deemed time of delivery of a notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For 1st Class delivery or, if earlier, the time of response or acknowledgement by the other Party to any email attaching the notice.

19 GOVERNING LAW AND JURISDICTION

- 19.1 This Memorandum and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 19.2 Subject to clause 12 the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Memorandum or its subject matter or formation.

IN WITNESS of which the Parties have signed this Memorandum on the date set out above.

The Common Seal of THE BOROUGH COUNCIL)
OF BOLTON was hereunto affixed in the)
presence of:)

.....
Authorised Signatory

The Common Seal of THE METROPOLITAN)
BOROUGH OF BURY was hereunto affixed)
in the presence of:)

.....
Council Solicitor

The Common Seal of the GREATER MANCHESTER)
COMBINED AUTHORITY was hereunto affixed)
in pursuance of an Order of the Council of)
the said City:)

.....
Authorised Signatory

The Common Seal of THE COUNCIL OF THE)
CITY OF MANCHESTER was hereunto affixed)
in pursuance of an Order of the Council of)
the said City:)

.....
Authorised Signatory

The Common Seal of OLDHAM BOROUGH)
COUNCIL was hereunto affixed in the)
presence of:)

.....
Authorised Signatory

The Common Seal of ROCHDALE METROPOLITAN)
BOROUGH COUNCIL was hereunto affixed in the)
presence of:)

.....
Authorised Signatory

THE Common Seal of THE COUNCIL OF THE CITY)
OF SALFORD was affixed in the presence of:)

.....
Authorised Signatory

The Common Seal of THE METROPOLITAN)
BOROUGH COUNCIL OF STOCKPORT was)
hereunto affixed in the presence of:)

.....
Head of Legal / Designated Authorised Signatory

.....
Authorised Signatory

The Common Seal of THE TAMESIDE METROPOLITAN)
BOROUGH COUNCIL was hereunto affixed in the)
presence of:)

.....
Authorised Signatory

The Common Seal of TRAFFORD BOROUGH COUNCIL)
was hereunto affixed in the presence of:)

.....
Authorised Signatory

The Common Seal of TRANSPORT for GREATER)
MANCHESTER was hereunto affixed in the)
presence of:

.....
Authorised Signatory

.....
Authorised Signatory

The Common Seal of WIGAN BOROUGH COUNCIL)
was hereunto affixed in the presence of:)

.....
Assistant Director of Legal Services

SCHEDULE 1

Definitions and interpretation

1 Definitions

1.1 Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below.

- (a) **ANPR** means Automatic Number Plate Recognition;
- (b) **ANPR Camera** means the cameras used for ANPR purposes for the operation of the GM CAZ;
- (c) **Committees** means the Clean Air Charging Authorities Committee and the Air Quality Administration Committee;
- (d) **CAZ Debt Recovery Agreement** means the agreement for the provision of debt recovery services in relation to the Clean Funds Scheme proposed to be entered into by (1) TfGM and (2) the CAZ Debt Recovery Supplier;
- (e) **CAZ Debt Recovery Supplier means** the entity selected as the supplier under the CAZ Debt Recovery Agreement;
- (f) **CAZ Services Agreement** means an agreement for the development, implementation, testing and deployment of the GM CAZ Service proposed to be entered into by (1) TfGM and (2) the CAZ Services Supplier;
- (g) **CAZ Services Supplier** means the entity selected as the supplier under the CAZ Services Agreement;
- (h) **CAZ Signage** means all signage including advance direction signage (ADS) that TfGM reasonably considers for the implementation and operation of the GM CAZ, and shall include the fittings, mountings and footings for each CAZ Sign as the context shall require, and "CAZ Signs" and "CAZ Sign" shall be construed accordingly;
- (i) **Clean Funds Scheme** means the funding scheme proposed to be established by TfGM to provide applicant businesses with financial support for the purpose of replacing or upgrading existing eligible vehicles as determined under the GM CAP;
- (j) **Clean Vehicle Funds Service** means all of the systems, services, interactions and data which are required to perform all of the activities described in Schedule 2.1 of the CVFS Agreement and **CVFS** shall have the same meaning;
- (k) **Confidential Information** means:
 - (i) Information, including all Personal Data, which (however it is conveyed) is provided by a Party (the **Disclosing Party**) pursuant to or in anticipation of this Memorandum that relates to the

Disclosing Party or the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party;

- (ii) other Information provided by the Disclosing Party pursuant to or in anticipation of this Memorandum that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the attention of another Party (the **Recipient**) or into the Recipient's possession in connection with this Memorandum;
- (iii) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Memorandum and all matters arising therefrom; and
- (iv) Information derived from any of the above,

but not including any Information which:

- (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;
 - (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;
 - (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Memorandum or breach of a duty of confidentiality;
 - (iv) was independently developed without access to the Confidential Information;
- (l) **CVFS Agreement** means an agreement for the provision and management of certain aspects of the CVFS proposed to be entered into by (1) TfGM and (2) the CVFS Supplier;
 - (m) **CVFS Supplier means** the entity selected as the supplier under the CVFS Agreement;
 - (n) **Data Protection Legislation** means the Data Protection Act 2018 (DPA 2018), the UK GDPR as defined in section 3(10) of the DPA 2018, the Law Enforcement Directive (Directive (EU) 2016/680) as it forms part of the law of England and Wales, and any applicable national implementing Laws as amended from time to time, and all applicable Law about the Processing of personal data and privacy;

- (o) **Direction** means a direction from the Secretary of State for the Environment, Food and Rural Affairs dated 16 March 2020 issued pursuant to section 85(5) of the Environment Act 1995 as may be amended from time to time or superseded;
- (p) **Dispute** means any dispute, difference or question of interpretation arising out of or in connection with this Memorandum, or any matter where this Memorandum directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
- (q) **Dispute Notice** means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
- (r) **EIR** means the Environmental Information Regulations 2004;
- (s) **Equipment** means any hardware or device (including brackets, controllers, or power supplies) required in connection with the operation of an ANPR Camera;
- (t) **Escalation Representatives** means the person(s) named in Schedule 5;
- (u) **Finance Provider** means each company selected as the financier under each VF Agreement (as the case may be);
- (v) **FOI** means the Freedom of Information Act 2000;
- (w) **Full Business Case** means a document that sets out the commercial and contractual arrangements, affordability, and management arrangements to ensure successful delivery of the scheme detailed in the Local plan for NO₂ compliance, as submitted pursuant to the Direction;
- (x) **GM** means Greater Manchester;
- (y) **GM CAP** or **Greater Manchester Clean Air Plan** means the GM Local Authorities' collective plan for NO₂ compliance that was made in response to the Direction from the Secretary of State for the Environment, Food and Rural Affairs dated 9 July 2019 and 16 March 2020 issued pursuant to section 85(5) of the Environment Act 1995;
- (z) **GM CAP Agreements** means, together, any one or all of the following:
 - (i) the CAZ Debt Recovery Agreement;
 - (ii) the CAZ Services Agreement;
 - (iii) the CVFS Agreement;
 - (iv) the Signage Agreement;
 - (v) the VF Agreements;

and any other any agreements entered into by TfGM relating to the implementation or operation of the GM CAP or any element of it;

- (aa) **GM CAZ** or **Greater Manchester Clean Air Zone** or **GM-wide Class C Clean Air Zone** means the Class C Clean Air Zone required by the Direction;
- (bb) **GM Local Authority** means one of the authorities specified in Schedule 2;
- (cc) **GM Local Authority ADS** means CAZ Signage which is provided in replacement for an existing advance direction sign that is the responsibility of a GM Local Authority;
- (dd) **GMRAPS** means the Greater Manchester Road Activities Permit Scheme;
- (ee) **Greater Manchester Clean Air Zone Charging Order** means the charging scheme implementing the GM CAZ to be made by order under section 168 of the Transport Act 2000;
- (ff) **JAQU** means the Joint Air Quality Unit which was set up by the Department for Environment, Food and Rural Affairs and the Department for Transport to deliver the Government's NO₂ reduction strategies;
- (gg) **Law** means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
- (hh) **Local plan for NO₂ compliance** has the meaning given in the Direction;
- (ii) **New Burdens Doctrine** means the principle that the net additional cost of all new burdens placed on local authorities by central government must be assessed and fully and properly funded by the relevant government department, as set out in the guidance document "New burdens doctrine: Guidance for government departments" dated June 2011 and published by the Department for Communities and Local Government;¹
- (jj) **NO₂** means nitrogen dioxide;
- (kk) **Operating Body** means TfGM acting as the body charged with operating the GM CAZ and related aspects of the GM CAP, key functions of which are summarised in Schedule 4;
- (ll) **Outline Business Case** means the outline business case in respect of the GM CAP prepared by TfGM on behalf of the GM Authorities and submitted to the Secretary of State in March 2019;

¹ https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/5960/1926282.pdf

- (mm) **Party Representative** means the person(s) named in Schedule 5;
- (nn) **Priority Site Location** means one of the Site Locations at which TfGM has identified that ANPR Cameras or Equipment are required to be installed prior to other Site Locations;
- (oo) **Purpose** in relation to this Memorandum has the meaning given in clause 1.3;
- (pp) **RTRA 1984** means the Road Traffic Regulation Act 1984;
- (qq) **Signage Agreement** means the agreement for the manufacture, installation, maintenance and decommissioning of the CAZ Signage proposed to be entered into by (1) TfGM and (2) the Signage Supplier;
- (rr) **Signage Supplier** means the entity selected as the supplier under the Signage Agreement;
- (ss) **Site Location** means one of the sites at which TfGM has determined that ANPR Cameras or Equipment is required to be installed;
- (tt) **TA 2000** means the Transport Act 2000;
- (uu) **TfGM-owned Signage** means all CAZ Signage other than GM Local Authority ADS;
- (vv) **VF Agreements** means the agreements for the provision of vehicle finance in relation to the Clean Funds Scheme proposed to be entered into by (1) TfGM and (2) the relevant Finance Provider, as the context shall require and VF Agreement means any one of the VF Agreements;
- (ww) **working day** means any day other than a Saturday, Sunday or public holiday in England and Wales.

2 Interpretation

2.1 In this Memorandum, unless otherwise provided or the context otherwise requires:

- (a) capitalised expressions shall have the meanings set out in paragraph 1.1 above or the relevant clause in which that capitalised expression appears.
- (b) the singular includes the plural and vice versa;
- (c) reference to a gender includes the other gender and the neuter;
- (d) references to a person includes an individual, company, unincorporated association, partnership, government body or other legal entity;
- (e) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

- (f) the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
- (g) references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- (h) the headings are for ease of reference only and shall not affect the interpretation or construction of this Memorandum;
- (i) unless otherwise provided references to clauses and Schedules are references to the clauses and schedules of this Memorandum and references in any Schedule to paragraphs, parts and annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the part of the Schedule in which the references appear;
- (j) references to this "Memorandum" are references to this Memorandum as amended from time to time; and
- (k) references to TfGM and the Operating Body include, where relevant, references to the CAZ Debt Recovery Supplier, CAZ Services Supplier, CVFS Supplier, Signage Supplier and Finance Provider and any other body duly appointed by TfGM for the purpose of undertaking TfGM's or the Operating Body's functions in relation to the GM CAP.

2.2 Where a standard, policy or document is referred to in this Memorandum by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the reference shall be deemed to be updated with a reference to the replacement hyperlink.

2.3 The Schedules and their Annexes form part of this Memorandum.

SCHEDULE 2

The GM Local Authorities

- 1 THE BOROUGH COUNCIL OF BOLTON** whose address is Town Hall, Bolton BL1 1RU (“**Bolton**”);
- 2 BURY METROPOLITAN BOROUGH COUNCIL** whose address is Town Hall, Knowsley Street, Bury BL9 0SW (“**Bury**”);
- 3 MANCHESTER CITY COUNCIL** whose address is Town Hall Extension, Albert Square, Manchester M60 2LA (“**Manchester**”);
- 4 OLDHAM METROPOLITAN BOROUGH COUNCIL** whose address is Civic Centre, West Street, Oldham OL1 1UT (“**Oldham**”);
- 5 ROCHDALE METROPOLITAN BOROUGH COUNCIL** whose address is Number One Riverside, Smith Street, Rochdale, OL16 1XU (“**Rochdale**”);
- 6 SALFORD CITY COUNCIL** whose address is Salford Civic Centre, Swinton, Manchester M27 5AW (“**Salford**”);
- 7 STOCKPORT METROPOLITAN BOROUGH COUNCIL** whose address is Town Hall, Edward Street, Stockport SK1 3XE (“**Stockport**”);
- 8 TAMESIDE METROPOLITAN BOROUGH COUNCIL** whose address is Tameside One, Market Place, Ashton under Lyne, OL6 6BH (“**Tameside**”);
- 9 TRAFFORD METROPOLITAN BOROUGH COUNCIL** whose address is Town Hall, Talbot Road, Stretford, Manchester, M32 0TH (“**Trafford**”); and
- 10 WIGAN METROPOLITAN BOROUGH COUNCIL** whose address is Town Hall, Library Street, Wigan WN1 1YN (“**Wigan**”).

SCHEDULE 3

Representative and Notice Details for the Parties

For the purposes of clauses 5, 12 and 18 the Party Representatives, Escalation Representatives and notice details for each of the Parties are set out below:

Party Representatives & Escalation Representatives

GM Local Authority	Party Representative	Escalation Representative
The Borough Council of Bolton	The Assistant Director Neighbourhood and Regulatory Services	Director of Place (Services)
Bury Metropolitan Borough Council	Assistant Director (Operations Strategy)	Executive Director of Operations
Greater Manchester Combined Authority	GMCA Solicitor and Monitoring Officer	The Chief Executive
Manchester City Council	Director of City Centre Growth & Infrastructure	Chief Executive
Oldham Borough Council	Head of Public Protection	Deputy Chief Executive
Rochdale Metropolitan Borough Council	Director of Neighbourhoods	Chief Executive
Salford City Council	Assistant Director Technical Services	Strategic Director Place
Stockport Metropolitan Borough Council	Head of Highways and Transportation	Director of Place Management
Tameside Metropolitan Borough Council	Director for Operations and Neighbourhoods	Director of Governance & Pensions (Section 5 Monitoring Officer)
Trafford Metropolitan Borough Council	Director of Growth and Regulatory Services	Corporate Director of Place
Transport for Greater Manchester	Head of Logistics & Environment and the Clean Air Plan Delivery Sponsor	Transport Strategy Director
Wigan Metropolitan Borough Council	Assistant Director of infrastructure and Regulatory Services	Director of Environment

Notice Details of the Parties

GM Local Authority	Notice Address	Notice Contact(s) for the attention of and copied to)
The Borough Council of Bolton	Town Hall Bolton BL1 1RU	Director of Place (Services) Cc The Borough Solicitor
Bury Metropolitan Borough Council	Town Hall Knowsley Street Bury Lancashire BL9 0SW	Assistant Director (Operations Strategy)
Greater Manchester Combined Authority	Tootal Buildings 56 Oxford Street Manchester M1 6EU	GMCA Solicitor and Monitoring Officer
Manchester City Council	Town Hall Albert Square Manchester M60 2LA	Director of City Centre Growth & Infrastructure
Oldham Borough Council	Civic Centre West Street Oldham OL1 1UT	Head of Public Protection
Rochdale Metropolitan Borough Council	Number One Riverside Smith Street Rochdale OL16 1XU	Director of Neighbourhoods
Salford City Council	Salford Civic Centre Swinton Manchester M27 5AW	Assistant Director Technical Services
Stockport Metropolitan Borough Council	Town Hall Edward Street Stockport SK1 3XE	Head of Highways and Transportation
Tameside Metropolitan Borough Council	Tameside One Market Place Ashton under Lyne OL6 6BH	Director for Operations and Neighbourhoods
Trafford Metropolitan Borough Council	Town Hall Talbot Road Stretford M32 0TH	Corporate Director, Governance and Strategy Cc to Director of Growth and Regulatory Services
Transport for Greater Manchester	2 Piccadilly Place Manchester M1 3BG	Head of Logistics & Environment and the Clean Air Plan Delivery Sponsor
Wigan Metropolitan Borough Council	Town Hall Library Street Wigan WN1 1YN	Assistant Director of Infrastructure and Regulatory Services

SCHEDULE 4

Operating Body Functions

- 1 Issuing PCNs on behalf of the GM Local Authorities (as decision-makers in this regard) to individuals who have failed to pay and managing refunds as appropriate.
- 2 Management of the suppliers contracted to deliver elements of the GM CAZ, including CAZ Signage, diffusion tubes, CAZ Service and Debt Recovery.
- 3 Management of the relationship and contractual arrangements with JAQU, its successors and the Secretary of State, including the CAZ Central Services Agreement.
- 4 Reviewing policy particularly in relation of discounts and exemptions on behalf of the GM Local Authorities and reporting to the relevant committee.
- 5 Financial Management of received funds.
- 6 Issue Charge Certificates on behalf of the GM Local Authorities (as decision-makers in this regard) where a penalty charge notice is not paid before the end of a relevant period.
- 7 Provision of a set of accounts for the scheme.
- 8 The monitoring and evaluation of the measures.
- 9 Reporting performance of the GM CAZ and supporting measures to the relevant committee.
- 10 Proposing changes to the Clean Air Policy Framework for consideration by the relevant committee.
- 11 Complying with any direction given by the Secretary of State in respect of traffic signs or the provision of specified information (assuming the necessary delegations have been provided by the GM Local Authorities to the Operating Body) in relation to the GM CAZ.
- 12 Capturing imagery from ANPR Cameras.
- 13 Managing the relationship, and interface, with the National Payment Portal, ensuring data is transferred between local and central system securely, expeditiously and in the correct format.
- 14 Managing relationship with other data utilising bodies as directed by the relevant committee (as directed by Home Office guidance).
- 15 Reconciling Payments from the National Payment Portal.

- 16 Identifying captured ANPR data with the reconciled payment data.
- 17 Answering customer complaints & queries.
- 18 Recovery of non-payments through Debt Management.
- 19 Installing and maintaining the ANPR and signage network.
- 20 Managing mobile ANPR camera deployment.
- 21 Processing applications for exemptions (and discounts) on behalf of the GM Local Authorities within the agreed scheme rules as contained in the Greater Manchester Clean Air Zone Charging Order and any policies determined by the relevant committee.
- 22 Maintaining and ensuring accuracy of GM Whitelist (vehicles exempt from charges).
- 23 Identifying and working with repeat payment avoiders within the agreed policy framework.
- 24 The monitoring of the GM diffusion tubes network.
- 25 Undertaking and alignment of GM CAZ communications / Marketing campaigns with wider GM campaign activity.
- 26 Decommissioning the GM CAZ when instructed by the relevant committee.
- 27 Operational Administration of the Clean Commercial Vehicle Fund within the agreed policy.
- 28 Operational Administration of the Clean Bus Fund within the agreed policy.
- 29 Operational Administration of the Clean Taxi Fund within the agreed policy.
- 30 Operational Administration of Vehicle Finance Scheme within the agreed policy.

SCHEDULE 5

CAZ Signage

1 Legal basis for installation of CAZ Signage

- 1.1 The Parties acknowledge that the GM Local Authorities;
- (a) are empowered under section 177(4) of the TA 2000 to enter onto land to place and maintain traffic signs in connection with the GM CAZ; and
 - (b) are empowered under section 65 of the RTRA 1984 to install or permit the installation of traffic signs of an approved form.
- 1.2 It is anticipated that the Secretary of State for Transport will, in exercise of his powers under section 64 and 65 of the RTRA 1984, issue a direction setting out the approved form of the CAZ Signage and authorising erection of GM CAZ signs at appropriate sites.

2 TfGM's role as Operating Body

- 2.1 The Parties acknowledge that TfGM as Operating Body are acting on behalf of GM Local Authorities in progressing development of the GM CAZ including designing, manufacturing, installing and decommissioning the CAZ Signage and maintaining the TfGM-owned Signage.
- 2.2 The GM Local Authorities agree:
- 2.2.1 to permit TfGM to install and remove the CAZ Signage, maintain the TfGM-owned Signage and to inspect the GM Local Authority ADS;
 - 2.2.2 to delegate to the GMCA all powers necessary to install and remove the CAZ Signage, maintain the TfGM-owned Signage and inspect the GM Local Authority ADS in order that TfGM as an officer of the GMCA may exercise such powers;
 - 2.2.3 not to obstruct or interfere with any CAZ Signage without TfGM consent save in the case of emergency works by the relevant GM Local Authority in its capacity as traffic authority.

3 Role of GM Local Authorities

- 3.1 The GM Local Authorities acknowledge that works undertaken by TfGM for the purposes of installing, maintaining, altering and removing CAZ Signage:
- 3.1.1 constitute works for road purposes in accordance with section 51(3) and 86(2)(c) of the New Roads and Street Works Act 1991; and
 - 3.1.2 are undertaken on behalf of the GM Local Authorities in their capacities as street authorities for their respective areas.
- 3.2 The GM Local Authorities acknowledge that the GM Local Authority ADS will remain the property of the relevant GM Local Authority and as such agree to maintain the GM Local

Authority ADS to an appropriate standard including replacing or repairing as soon as reasonably practicable any such signage that has been removed or damaged.

3.3 The GM Local Authorities agree to notify TfGM as soon as reasonably practicable:

3.3.1 when any emergency obstruction of or interference with CAZ Signage is required;

3.3.2 after they become aware that any CAZ Signage has been damaged or removed.

3.4 Where any obstruction of or interference with CAZ Signage is required due to planned highway works by any GM Local Authority this will be notified to TfGM in advance and TfGM may install any temporary replacement signage it reasonably considers necessary.

4 TfGM's obligations

4.1 TfGM agrees that when installing, maintaining, or removing any CAZ Signage (the **works**) TfGM will:

(a) as soon as reasonably practicable inform the GM Local Authorities of its proposed plan for installation of the CAZ Signage;

(b) install the CAZ Signage in locations agreed with the GM Local Authorities and so far as reasonably practicable in accordance with the plan referred to in paragraph (a);

(c) carry out the works in good time;

(d) give reasonable prior notice of intention to carry out the works, except in the case of emergency;

(e) carry out the works to an appropriate standard and with reasonable despatch;

(f) not cause any unnecessary damage or disturbance to the GM Local Authority's land, highways or infrastructure.

4.2 TfGM will remove all CAZ Signage once the GM CAZ is decommissioned and:

(a) return any GM Local Authority ADS to its original form unless otherwise agreed with the relevant GM Local Authority; and

(b) reinstate the relevant GM Local Authority's highways and infrastructure to the appropriate standards and the reasonable satisfaction of the relevant GM Local Authority.

4.3 TfGM will ensure that the revenue generated by the GM CAZ will be used to reimburse to any GM Local Authority the reasonable costs identified by that GM Local Authority of lighting the CAZ Signage.

SCHEDULE 6

ANPR Cameras and Equipment

1 Legal basis for installation of ANPR Cameras and Equipment

- 1.1 The Parties acknowledge that the GM Local Authorities are empowered:
- 1.1.1 under s.176 TA 2000 to install and maintain, or authorise the installation and maintenance of, any equipment to be used for or in connection with the operation of the GM CAZ; and
 - 1.1.2 under s.192 TA 2000 to enter into arrangements with any person in respect of the operation of the GM CAZ or relating to the installation or operation of any equipment used for or in connection with the operation of the GM CAZ.

2 TfGM's role as Operating Body

- 2.1 The Parties acknowledge that TfGM as Operating Body is acting on behalf of the GM Local Authorities in progressing development of the GM CAZ including installing, maintaining and decommissioning ANPR Cameras and Equipment.
- 2.2 The GM Local Authorities agree:
- 2.2.1 to authorise TfGM to install and maintain ANPR Cameras and Equipment;
 - 2.2.2 to delegate to the GMCA all powers necessary to install, maintain, alter, replace and remove ANPR Cameras and Equipment in order that TfGM as an officer of the GMCA may exercise such powers;
 - 2.2.3 not to interfere with any ANPR Cameras and Equipment without TfGM consent (not to be unreasonably withheld/delayed) save in the case of emergency works by the relevant GM Local Authority in its capacity as traffic authority;
 - 2.2.4 to notify TfGM as soon as reasonably practicable:
 - (a) when any emergency obstruction of or interference with and ANPR Cameras or Equipment is required;
 - (b) after they become aware that any ANPR Cameras or Equipment has been damaged or removed;
 - 2.2.5 that when any obstruction of or interference with ANPR Cameras and Equipment is required due to planned highway works this will be notified to TfGM in advance and TfGM may install temporary replacement ANPR Cameras and Equipment or take such other steps it reasonably considers necessary to ensure continued ANPR Camera coverage of the GM CAZ.

3 Role of GM Local Authorities

- 3.1 The GM Local Authorities acknowledge that:

- 3.1.1 works undertaken by TfGM for the purposes of installing, maintaining and decommissioning ANPR Cameras and Equipment are undertaken on behalf of the GM Local Authorities in their capacities as street authorities for their respective areas;
 - 3.1.2 in order to facilitate the efficient installation of ANPR Cameras and Equipment it is anticipated that multiple applications for GMRAPs permits will be submitted by TfGM simultaneously.
- 3.2 The GM Local Authorities further acknowledge that:
- 3.2.1 TfGM and the GM Local Authorities have agreed:
 - (a) the Site Locations at which ANPR Cameras and Equipment are required;
 - (b) Priority Site Locations at which ANPR Cameras and Equipment are required to be installed prior to other Site Locations; and
 - 3.2.2 TfGM will agree with the GM Local Authorities a plan to source, supply, install, commission and configure ANPR Cameras and Equipment at the Site Locations (the **ANPR Camera and Equipment installation programme**);
 - 3.2.3 in order to complete the ANPR Camera installation programme the existing lighting columns at a number of Site Locations on which ANPR Cameras or Equipment will be installed require upgrading or replacing (the **preparatory works**); and
 - 3.2.4 the preparatory works will be undertaken by the relevant GM Local Authority and the reasonable costs of each GM Local Authority in so doing will be reimbursed by TfGM out of the GM CAP funding;
- 3.3 The GM Local Authorities agree:
- 3.3.1 to use reasonable endeavours to complete the preparatory works to TfGM's reasonable satisfaction and in good time to enable TfGM to secure access to the lighting column to install and commission ANPR Cameras and Equipment at each Site Location where a replacement lighting column is required to allow the ANPR Camera installation programme to be completed as scheduled;
 - 3.3.2 in order to facilitate this:
 - (a) to work closely with TfGM including in particular:
 - (i) to develop, continuously review and regularly update in consultation with TfGM a plan to achieve the completion of the preparatory works in good time;
 - (ii) to share details of this plan with TfGM on a regular basis including regularly updating TfGM of progress in implementing the plan and any potential difficulties in meeting the timescales set out in the ANPR Camera installation programme;

- (iii) to update this plan to accommodate any reasonable requirements of TfGM;
 - (iv) to ensure TfGM has a single point of contact within each GM Local Authority for liaison on matters relating to the preparatory works and the ANPR Camera installation programme;
 - (b) to ensure sufficient resources are available to ensure the preparatory works can be completed in good time.
- 3.3.3 where ANPR Cameras or Equipment are to be affixed to existing lighting columns with existing local power supplies, to ensure a suitable fused mains electrical supply and socket is provided to enable connection of ANPR Cameras and Equipment.

4 TfGM's obligations

- 4.1 TfGM agrees that when installing, maintaining or removing any ANPR Cameras and Equipment (the **works**) TfGM will:
- (a) as soon as reasonably practicable inform the GM Local Authorities of the ANPR Camera installation programme and keep the GM Local Authorities informed of any changes to that programme;
 - (b) carry out the works in good time, to an appropriate standard and with reasonable despatch;
 - (c) not cause any unnecessary damage or disturbance to the relevant GM Local Authority's land or highways;
 - (d) on removal of any ANPR Cameras and Equipment reinstate the relevant GM Local Authority's highways and infrastructure to the appropriate standards and the reasonable satisfaction of the GM Local Authority.
- 4.2 As regards the cost of powering and operating the ANPR Cameras and Equipment TfGM will:
- 4.2.1 in respect of unmetered supplies, pay those costs directly to the relevant Distribution Network Operator; and
 - 4.2.2 in respect of metered supplies, ensure that the revenue generated by the GM CAZ will be used to reimburse to any GM Local Authority the reasonable costs identified by that GM Local Authorities of powering and operating the ANPR Cameras and Equipment.

SCHEDULE 7

Air Quality Monitoring Equipment

1 TfGM's role

- 1.1 The GM Local Authorities acknowledge that as part of the GM CAP TfGM is to be responsible for installing diffusion tubes for air quality monitoring purposes and undertaking subsequent monitoring work.
- 1.2 The GM Local Authorities agree:
- 1.2.1 to authorise TfGM to:
- (a) install and maintain diffusion tubes and related equipment on any GM Local Authority-owned street furniture including traffic signs, street lighting, lighting columns and bus shelters;
 - (b) inspect or otherwise use any such diffusion tubes and related equipment for air quality monitoring purposes;
 - (c) remove any such diffusion tubes and related equipment.
- 1.2.2 to delegate to the GMCA all powers necessary for this purpose in order that TfGM as an officer of the GMCA may exercise such powers.
- 1.3 TfGM agrees that when undertaking any works under paragraph 1.2 (the **works**) it will:
- 1.3.1 carry out the works in good time, to an appropriate standard and with reasonable despatch;
- 1.3.2 not cause any unnecessary damage or disturbance to the GM Local Authority's land or highways; and
- 1.3.3 on removal of the diffusion tubes and related equipment, reinstate the relevant GM Local Authority's highways and street furniture to the appropriate standards and the reasonable satisfaction of the relevant GM Local Authority.

SCHEDULE 8

Committee Terms of Reference

Clean Air Charging Authorities Committee – Terms of Reference

General

The Clean Air Charging Authorities Committee is a joint committee created by the ten Greater Manchester local authorities (“the Constituent Authorities”) under section 101(5) of the Local Government Act 1972 and Part 4 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012.

Membership of the Committee

The membership of the committee shall be ten, consisting of the lead executive member for clean air of each of the Constituent Authorities from time to time. The Constituent Authorities shall also each nominate a substitute executive member to attend and vote in their stead.

Role of the Committee

To enable decisions to be taken that are required to be taken jointly by the Constituent Authorities’ as charging authorities in relation to the Greater Manchester Clean Air Zone.

Powers to be discharged by the Committee

The Committee shall have power to take all such decisions of the Constituent Authorities (as charging authorities) that must be taken jointly under Part 3 of, and Schedule 12 to, the Transport Act 2000 and any regulations made thereunder.

This includes, but is not limited to:

- Making and varying a joint local charging scheme order;
 - Decisions of the charging authority under such a joint local charging scheme and the Road User Charging Schemes (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2013.

Operation of the Committee

- The Committee shall appoint a chair at its first meeting;
- The Quorum of the Committee shall be 8 members;
- Each member shall have one vote;
- The Chair shall not have a casting vote;
- Unless required by law, decisions shall be made by a simple majority.

Air Quality Administration Committee – Terms of Reference

General

The Air Quality Administration Committee is a joint committee created by the ten Greater Manchester local authorities (“the Constituent Authorities”) and the Greater Manchester Combined Authority (“the GMCA”) under section 101(5) of the Local Government Act 1972 and Part 4 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012.

Membership of the Committee

The membership of the committee shall be eleven, consisting of the lead executive member for clean air of each of the Constituent Authorities and the relevant portfolio holder responsible for clean air of the GMCA from time to time. The Constituent Authorities and the GMCA shall also each nominate a substitute executive member/assistant portfolio holder to attend and vote in their stead.

Role of the Committee

To enable the joint discharge of the GMCA’s and Constituent Authorities’ functions under sections 82 to 84 of the Environment Act 1995 (Air Quality) and in relation to the Greater Manchester Clean Air Plan (excluding such decisions that must be taken by the charging authorities jointly under Part 3 of, and Schedule 12 to, the Transport Act 2000 and regulations made thereunder).

Powers to be discharged by the Committee

The Committee shall have the power to discharge jointly:

- the GMCA’s and the Constituent Authorities’ functions under sections 82 to 84 of the Environment Act 1995
 - the GMCA’s functions in relation to the Greater Manchester Clean Air Plan (including the taking of action likely to promote or improve the economic, social or environmental well-being of Greater Manchester in connection with it and the use of grants made by the Secretary of State under section 31 of the Local Government Act 2003 to implement that plan).
- the Constituent Authorities functions under the Greater Manchester Clean Air Plan including those under Part 3 of, and Schedule 12 to, the Transport Act 2000 and regulations made thereunder (excluding any decision thereunder that must be taken jointly by charging authorities) including, but not limited to:
 - action required under the Environment Act 1995 (Greater Manchester) Air Quality Direction 2020 (other than the making of the joint local charging scheme);
 - the exercise of their powers under sections 176, 177 and 192 of the Transport Act 2000;
 - the application of the Constituent Authorities’ shares of any net proceeds of a joint local charging scheme made by them.

The discharge of such functions includes the doing of anything which is calculated to facilitate, or is conducive or incidental to, the discharge of any of those functions.

Operation of the Committee

- The Committee shall appoint a chair at its first meeting;
- The Quorum of the Committee shall be 8 members;
- Each member shall have one vote;
- The Chair shall not have a casting vote;
- Unless required by law, decisions shall be made by a simple majority.