

A meeting of the **CABINET** will be held in **THE AQUARIUS ROOM, ST IVO LEISURE CENTRE, ST IVES** on **THURSDAY, 23 JULY 2009** at **7:00 PM** and you are requested to attend for the transaction of the following business:-

APOLOGIES


Contact
(01480)

1. MINUTES (Pages 1 - 6)

To approve as a correct record the Minutes of the meeting of the Cabinet held on 18th June 2009.

Mrs H J Taylor
388008

2. MEMBERS' INTERESTS

To receive from Members declarations as to personal and/or prejudicial interests and the nature of those interests in relation to any Agenda item. Please see notes 1 and 2 below.

3. REVENUE MONITORING: 2008/09 OUTTURN AND 2009/10 BUDGET (Pages 7 - 22)

To receive a report by the Head of Financial Services.

S Couper
388103

4. CAPITAL MONITORING: 2008/09 OUTTURN AND 2009/10 BUDGET (Pages 23 - 30)

To receive a report by the Head of Financial Services.

S Couper
388103

5. FORMER FIRE STATION SITE WASTE RECYCLING CENTRE, HUNTINGDON STREET, ST. NEOTS (Pages 31 - 34)

To consider a report by the Head of Law, Property and Governance on the future marketing of land at Huntingdon Street, St Neots.

K Phillips
388260

6. GREAT FEN PROJECT COLLABORATION GOVERNANCE (Pages 35 - 64)

To consider a report by the Director of Operational Services regarding the collaboration agreement for the Great Fen.

M Sharp
388301

7. SAFETY ADVISORY GROUP (Pages 65 - 92)

To receive a report of the meeting of the Safety Advisory Group held on 10th June 2009.

A Jerrom
388009

8. EXCLUSION OF PRESS AND PUBLIC

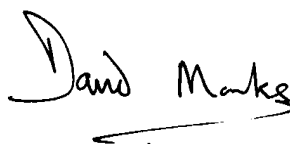
that the press and public be excluded from the meeting because the business to be transacted contains exempt information relation to the financial affairs of particular persons (including the authority holding that information).

9. NEW HEADQUARTERS DELIVERY AND OPERATIONAL REVIEW (Pages 93 - 98)

To consider a report by the New Accommodation Project Co-ordinator on the delivery of the new headquarters.

R Preston
388340

Dated this 24 day of July 2009



Chief Executive

Notes

1. *A personal interest exists where a decision on a matter would affect to a greater extent than other people in the District –*
 - (a) *the well-being, financial position, employment or business of the Councillor, their family or any person with whom they had a close association;*
 - (b) *a body employing those persons, any firm in which they are a partner and any company of which they are directors;*
 - (c) *any corporate body in which those persons have a beneficial interest in a class of securities exceeding the nominal value of £25,000; or*
 - (d) *the Councillor's registerable financial and other interests.*
2. *A personal interest becomes a prejudicial interest where a member of the public (who has knowledge of the circumstances) would reasonably regard the Member's personal interest as being so significant that it is likely to prejudice the Councillor's judgement of the public interest.*

Please contact Mrs H Taylor, Senior Democratic Services Officer, Tel No. 01480 388008/e-mail Helen.Taylor@huntsdc.gov.uk /e-mail: if you have a general query on any Agenda Item, wish to tender your apologies for absence from the meeting, or would like information on any decision

taken by the Cabinet.

Specific enquiries with regard to items on the Agenda should be directed towards the Contact Officer.

Members of the public are welcome to attend this meeting as observers except during consideration of confidential or exempt items of business.

Agenda and enclosures can be viewed on the District Council's website – www.huntingdonshire.gov.uk (*under Councils and Democracy*).

If you would like a translation of Agenda/Minutes/Reports or would like a large text version or an audio version please contact the Democratic Services Manager and we will try to accommodate your needs.

Emergency Procedure

In the event of the fire alarm being sounded and on the instruction of the Meeting Administrator, all attendees are requested to vacate the building via the closest emergency exit.

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Agenda Item 1

HUNTINGDONSHIRE DISTRICT COUNCIL

MINUTES of the meeting of the CABINET held in the The Aquarius Room, St Ivo Leisure Centre, St Ives on Thursday, 18 June 2009.

PRESENT: Councillor I C Bates – Chairman.

Councillors K J Churchill, D B Dew, J A Gray, A Hansard, C R Hyams, Mrs D C Reynolds, T V Rogers and L M Simpson.

IN ATTENDANCE: Councillor P G Mitchell.

15. MINUTES

Subject to the deletion of Councillor K J Churchill and the inclusion of Councillor Mrs M Thomas in the list of appointees to the Members Car Parking Working Group, the Minutes of the meeting of the Cabinet held on 14th May 2009 were approved as a correct record and signed by the Chairman.

16. MEMBERS' INTERESTS

No declarations were received.

17. BUDGET AND MEDIUM TERM PLAN PROCESS 2010-2015

By way of a report by the Head of Financial Services (a copy of which is appended in the Minute Book) the Cabinet considered the process and timing for the review and approval of the Financial Strategy, the 2010/2011 Budget and the 2011/2015 Medium Term Plan(MTP). At the same time, Members' attention was drawn to a report of the Overview and Scrutiny Panel (Economic Well Being) on the outcome of a review undertaken by their Budget Working Group following an expenditure review, the contents of which will form part of the Cabinet's future deliberations on the Budget and MTP process 2010-2015.

In considering the contents of the report, Members acknowledged that the Budget and MTP process will face increasing challenge due to inflationary pressures, likely reductions in public expenditure and savings which need to be identified over the coming years. Having considered proposals to deal with immediate, short term pressures arising from the current economic climate, the Cabinet

RESOLVED

- (a) that the process and timetable for the review and approval of the Financial Strategy, the 2010/11 Budget and 2010-15 Medium Term Plan be approved;
- (b) that the temporary appointment of two posts in Housing Services Division to deal with homelessness at a cost of £70,000 in 2009/10 and £80,000 in

2010/11 be endorsed and officers requested to meet these additional costs from within existing approved budgets;

- (c) that a supplementary estimate of £25,000 to meet the costs of additional awards of discretionary hardship relief from business rates be approved; and
- (d) that a transfer of unused capital leisure grants to the general revenue grants budget be approved to facilitate additional grants of £20,000 in 2009/10 and £14,000 in 2010/11 to be made to the Citizens Advice Bureaux to enable them to respond to the increased service demands.

18. TREASURY MANAGEMENT ANNUAL REPORT 2008/09

A report by the Head of Financial Services was submitted (a copy of which is appended in the Minute Book) which reviewed the respective levels of performance for the year ending 31st March 2009 by fund managers in the investment of the Council's Capital Receipts.

RESOLVED

that the contents of the report now submitted be noted.

19. SUSTAINABLE COMMUNITIES ACT 2007

By way of a joint report by the Heads of People, Performance and Partnerships and of Democratic and Central Services (a copy of which is appended in the Minute Book), the Cabinet were acquainted with the background to the introduction of legislation designed to enable the Council and other organisations to promote the sustainability of local communities.

RESOLVED

that the development of procedures and processes to generate and consult on ideas and proposals in relation to the Sustainable Communities Act, in conjunction with the implementation of neighbourhood panels/forums, be noted.

20. PERFORMANCE MONITORING

The Cabinet received and noted a report by the Head of People, Performance and Partnerships (a copy of which is appended in the Minute Book) which reviewed the Council's performance against the targets within the Corporate Plan - "Growing Success". The report which included data and narrative on the achievement against targets for each of the Council's priority objectives had been considered also by the Overview and Scrutiny Panel's whose comments were relayed to the Cabinet. Members were advised that progress in the achievement of the Plan continues to be monitored by a Working Group jointly appointed by the Overview and Scrutiny Panels.

21. GRANT AID

(Councillor P J Mitchell, Chairman of the Overview and Scrutiny Panel

(Social Well-Being) was in attendance and spoke on this Item).

Further to Minute No 08/114 and by way of a report by the Overview and Scrutiny Panel (Service Delivery) (a copy of which is appended in the Minute Book) the Cabinet reconsidered the updated findings of the Panel on the capital and revenue grants scheme operating across the Council.

The Cabinet were informed that the study had involved discussions with the Lead Member of the Grant Aid Working Group and the Executive Councillors for Finance and Transportation and for Housing and Public Health. Having concurred with the Panel that the current process was working well, although some areas relating to service level agreements and external funding schemes would benefit from further investigations, the Cabinet

RESOLVED

- (a) that the availability of all grants be published more extensively, particularly to all District Councillors, and a list included on the Council's website;
- (b) that the returns submitted by organisations covered by service level agreements be reviewed by the relevant Overview and Scrutiny Panels to achieve greater transparency;
- (c) that the work with and assistance to community groups/organisations to obtain funding be co-ordinated by the Head of Community and Environmental Health;
- (d) that further investigation be carried out into the availability of funding from the East of England Regional Assembly, for example, for housing and gypsy and traveller sites in the District; and
- (e) that the Council's various grant schemes be kept under review.

22. CORPORATE EQUALITY POLICY - PROCESS

Further to Minute No. 08/31 and by way of a report by the Head of People, Performance and Partnerships (a copy of which is appended in the Minute Book) the Cabinet were updated on progress made to date on the delivery of actions and targets set out in the Corporate Equality Policy Action Plan.

Having considered the information contained in the report, an updated action plan, the findings from equality impact assessments conducted in 2007/08, a revised assessment timetable for 2009/2010 and the views of the Overview and Scrutiny Panel (Social Well-being) on the matter, the Cabinet

RESOLVED

- (a) that the progress made with the Corporate Equality

Action Plan be noted;

- (b) that the 2009/2010 action plan as set out in Appendix 2 to the report now submitted be approved;
- (c) that the findings from the Equality Impact Assessments conducted in 2007/08 summarised in Appendix 3 be noted; and
- (d) that the revised timetable for Equality Impact Assessments set out in Appendix 4 to the report now submitted be approved.

23. REGIONAL SPATIAL STRATEGY SINGLE ISSUE REVIEW ACCOMMODATION FOR GYPSY AND TRAVELLERS AND TRAVELLING SHOWPEOPLE IN THE EAST OF ENGLAND - THE SECRETARY OF STATE'S PROPOSED CHANGES MARCH 2009.

By means of a report by the Head of Planning Services (a copy of which is appended in the Minute Book) the Cabinet were acquainted with the content of the Council's response to the Secretary of State's proposed changes to the draft policy put forward by the East of England and Regional (EERA) for gypsy and traveller accommodation.

In considering the contents of the response, Executive Members concurred with officers that there was insufficient information or evidence to make specific District of County-based requirements and therefore suggested that this should be the subject of further research. Having reiterated that the 3% compound increase in pitch provision up to 2021 appeared to be based on inadequate evidence and that the Gypsy and Traveller Accommodation Assessments would be better placed to establish the level of longer term need, the Cabinet

RESOLVED

that the contents of the report be noted and the Council's response to the Government's proposals endorsed.

24. CARBON MANAGEMENT PLAN

Consideration was given to a report by the Head of Environmental Management (a copy of which is appended in the Minute Book) to which was attached the final draft of a five-year carbon management plan for the Council.

Members were informed that the draft plan identified some 39 carbon reduction projects aimed at reducing the Council's carbon dioxide emissions by 30% over the next five years and in so doing create an estimated net financial saving of almost £1.1m. Having been advised that some of the projects identified had received funding through the Medium Term Plan process, while others may attract external funding for implementing energy efficiency and renewable technology projects, the Cabinet

RESOLVED

that the five-year Carbon Management Plan for the Council

be approved.

25. REPRESENTATIVE ON ORGANISATIONS 2009/10

Consideration was given to a report by the Head of Democratic and Central Services (a copy of which is appended in the Minute Book) regarding the Council's representation on a variety of organisations/partnerships, it was

RESOLVED

- (a) that, with exception of (b) below, nominations be made to the organisations as set out in the Appendix to the report now submitted;
- (b) that Councillor P L E Bucknell be nominated the Council's representative on the Red Tile Wind Farm Community Fund for 2009/10;
- (c) that the appointment of Councillors to the Luminus Group be on the basis that they receive no remuneration from the respective companies until such time as the implications of Section 80 of the Local Government Act 1972 have been identified;and
- (d) that, in the event that changes are required to the Council's representatives during the course of the year, the Head of Democratic and Central Services, after consultation with the Deputy Leader and Vice-Chairman of the Cabinet, be authorised to nominate alternative representatives as necessary.

26. EXCLUSION OF THE PRESS AND PUBLIC

That the press and public be excluded from the meeting because the business to be transacted contains exempt information relating to an individual/organisation and is likely to reveal their identity/terms of a contract.

27. ST. NEOTS LEISURE CENTRE DEVELOPMENT

With the assistance of a report by the Leisure Centre's General Manager (a copy of which is appended in the Annex to the Minute Book) the Cabinet considered a proposal to extend and remodel the existing facilities on the St. Neots Leisure Centre and College Campus.

Having considered the information contained in the report, the need for expansion, projected user and income figures and a supporting business case for the project, the Cabinet

RESOLVED

that the relevant funding be released for the scheme to extend and remodel the existing facilities on the St. Neots Leisure Centre and College Campus and a further report on its progress submitted to a future meeting .

28. TENDER FOR THE EMPLOYMENT OF TEMPORARY MANUAL EMPLOYEES

By means of a report by the Head of Operations (a copy of which is appended in the Annex to the Minute Book) the Cabinet considered the circumstances in which the acceptance of a tender other than the lowest received had been recommended for the provision of temporary manual employees.

Having considered the information contained in the report, the Cabinet

RESOLVED

that the tender from Qubic Limited, as detailed to in the report now submitted, for the supply of temporary manual employees to the Operations Division be accepted in accordance with paragraph 6.4 of the Council's Code of Procurement.

Chairman

CABINET

23 JULY 2009

**2008/09 OUTTURN AND
2009/10 REVENUE BUDGET MONITORING**

(Report by the Head of Financial Services)

1 INTRODUCTION

- 1.1 The 2008/09 accounts have now been approved by the Corporate Governance Panel so that they can be audited. This report compares the outturn with the original and “updated” budgets and outlines the variations.
- 1.2 It then considers the implications of the outturn, together with any other identified variations on the current year’s budget.
- 1.3 The final element is to report the amounts collected and debts written off in the first quarter of 2009/10.

2 GENERAL FUND OUTTURN 2008/09

- 2.1 The final outturn was £470k below the original budget but £274k of expenditure has been deferred to 2009/10. The outturn has been monitored through the year but there were still a number of variations in the last few weeks of the year. The outturn is £259k less than reported to Cabinet in April 2009; the reasons for this variation are given below.

	Expenditure £000	Income £000	Recharge to capital £000	Net expenditure £000
Approved budget	68,142	-46,848	-874	20,420
Less benefits reimbursed by Government	-29,085	29,085		0
Adjusted total	39,057	-17,763	-874	20,420
Variations reported in April 2009				
Timing	260			260
Spending	-147	95	-419	-471
Total	113	95	-419	-211
Forecast variations				
Leisure Centres additional income and underspends	-104			-104
Leisure Centres transfer of revenue spending to capital	-71			-71
Parks transfer of revenue spending to capital	-25			-25
Concessionary fares	100			100
Planning policy including A14 inquiry	-40			-40
Homelessness, including lower bad debt provision	-44			-44
Increase in summons costs recovered		-18		-18
Pension Increase Act payments	-21			-21
IMD management units	-93	-15		-108
Environment and Community Management Units	-54			-54
Bad debt provision for sundry debtors	45			45
Costs recovered for insurance claim		-144		-144
Change in accounting rules for recharging costs to capital			232	232
Area based grant for climate change not spent	15	-22		-7
Variations in this report	-292	-199	232	-259
Total spending variations	-179	-104	-187	-470
% variations	-0.5%	0.6%	21.4%	-2.3%
Outturn	38,878	-17,867	-1,061	19,950

	Original budget £000	Forecast Outturn	
		March '09 £000	Outturn £000
Net spending	20,420	20,209	19,950
Funded from			
Government support	-12,158	-12,158	-12,158
Collection fund adjustment	28	28	28
Council tax	-6,668	-6,668	-6,668
Reserves			
Contribution from delayed projects reserve	-25	-335	-335
Contribution to delayed projects reserve	200	250	274
General reserves	-1,797	-1,326	-1,091
Total reserves	-1,622	-1,411	-1,152
Total Funding	-20,420	-20,209	-19,950

2.2 Annex A shows the variations by service area for each Head of Service together with various notes to explain the more significant items. The variations are based on the difference between the 'updated' budget and the outturn. The updated budget is produced by adjusting the original budget for the following groups of items:

- Items brought forward from 2007/08
- Virements between services
- Approved transfers between revenue to capital
- Items approved in the new (February 2009) MTP

2.3 Annex B then provides a summary at service level.

2.4 All variations will be discussed by Directors with their Heads of Service in order to clarify any ongoing impact in the current and future years that needs to be addressed in the review of the MTP.

3. REVENUE MONITORING 2009/10

3.1 Various practical issues limit the amount of budget monitoring that can take place in April and May. These include the accountancy section's priority to complete the final accounts, the need to wait for adjustments for debtors and creditors to be dealt with in the new year and the difficulty of making assumptions from limited evidence.

3.2 This first budget monitoring therefore concentrates on the impact of items that occurred last year plus a few that have already emerged in the current year.

3.3 £350k of reduced income was assumed in the February 2009 MTP but the 2008/09 outturn identified a fall of £587k from land charges, car parks, planning and rents. Reductions in income from land charges and planning have been identified but it is too early to assess the trends for all income.

3.4 The MTP included a requirement to find £250k of savings from additional grants and £25k of staff savings. The latter has been achieved and it is assumed, for the moment, that the £250k will be identified later in the year.

3.5 At its meeting on 24 June 2009 Cabinet approved extra spending on housing advice and homelessness (£70k) and NNDR hardship grants (£25k) with COMT agreeing to identify additional savings to cover these sums. An extra grant to the CAB (£20k) was also agreed subject to a £20k capital grant being given up.

3.6 Reference was made in April to the potential reclaim of VAT but that the actual amount and timing was far from clear. Some parts of the claim have been dealt with promptly by HM Revenue & Customs with over £330k already having been received of a definite £430k plus interest of at least another £350k. Discussion of further elements of the claim are ongoing. This is sufficient to cover all of the currently identified extra costs this year but it is, of course, only a one-off bonus.

3.7 The table below shows the variations identified leading to a potential call on Reserves of £3.6m, £145k less than budgeted:

	Expenditure	Income	Recharge to capital	Net expenditure
	£000	£000	£000	£000
Approved budget	70,028	-46,192	-456	23,380
Less benefits reimbursed by Government	-29,883	29,883		0
Adjusted total	40,145	-16,309	-456	23,380
Timing differences				
Additional projects brought forward	24			24
Additional projects carried forward	-24			-24
Forecast variations				
Pay award	-170			-170
Recycling gate fees	196			196
Concessionary fares	255			255
Land charges income		95		95
Development control fees		100		100
Car parking general expenditure	-30			-30
Central Services staff savings	-80			-80
CCTV reorganisation	-33			-33
Housing advice and homelessness	70			70
NNDR hardship grants	25			25
CAB Grant	20			20
Recharge of salaries to capital			-97	-97
Change in accounting rules for recharging to capital	240			240
Additional insurance costs	44			44
VAT reclaim with interest		-780		-780
Total spending variations	537	-585	-97	-145
% variations	1.3%	-3.6%	21.3%	-0.6%
Forecast net spending in year	40,682	-16,894	-553	23,235

	Original budget	Forecast June 09
	£000	£000
Forecast net spending	23,380	23,235
Funded from		
Government support	-12,572	-12,572
Collection fund adjustment	-27	-27
Council tax	-7,023	-7,023
Reserves		
Contribution from delayed projects reserve	-250	-274
Contribution to delayed projects reserve	250	274
General reserves	-3,758	-3,613
Total reserves	-3,758	-3,613
Total	-23,380	-23,235

4. Collection of debts

- 4.1 Annex C reports on sums collected and debts written off in the last quarter.

5. CONCLUSION

- 5.1 The Council needed to use £1,152 of reserves in 2008/09 which was £470k less than budgeted, but £274k of expenditure has been deferred to the current year.
- 5.2 Some significant increases to the 2009/10 approved budget have already been identified but a significant portion of the fortuitous VAT reclaim has been agreed resulting in a forecast of a saving of £145k which will require £3,613k of reserves to balance the revenue account in 2009/10.

6. RECOMMENDATION

- 6.1 The Cabinet is requested to:
- note the variations summarised in this report relating to 2008/9
 - note the first forecast of the 2009/10 outturn.
 - note the position on debts collected and written-off

BACKGROUND INFORMATION

- 1 2008/09 and 2009/10 Budget Files
2 2008/09 Closedown Files

Contact Officers:

Steve Couper, Head of Financial Services, ☎ (01480) 388103
Eleanor Smith, Accountancy Manager, ☎ (01480) 388157

	Original Budget	Updated Budget	Outturn	Outturn variation from updated	
	£000	£000	£000	£000	
CHIEF EXECUTIVE					
Corporate Services					
Corporate Management	241	250	255	5	
CHIEF EXECUTIVE	241	250	255	5	
DIRECTOR OF CENTRAL SERVICES					
Corporate Services					
Democratic Representation	6	10	-8	-18	Twining (-£18k)
Internal Services	159	163	162	-1	
	165	173	154	-19	
HEAD OF ADMINISTRATION					
Environmental Services					
Environmental Health	-167	-189	-220	-31	Licences (-£31k)
Corporate Services					
Democratic representation	532	532	519	-13	Members allowances (-£13k)
Central Services	-223	-223	21	244	Land charges income (+£303k) and expenditure (+£68k) Elections (+£9k)
Internal Services					
Administration Management Units	812	788	747	-41	Employees (-£28k)
Document Centre	541	578	562	-16	Printing service underspend (-£16k)
	1,494	1,486	1,629	143	
HEAD OF LAW, PROPERTY AND GOVERNANCE					
Planning					
Economic Development	-1,402	-1,352	-1,267	85	Industrial properties rent (+£86k)
Internal Services					
Management Units	471	479	462	-17	Employees (-£19k) Recovered costs (-£18k) Other expenditure (+£20)
	-931	-873	-805	68	

	Original Budget	Updated Budget	Outturn	Outturn variation from updated	
	£000	£000	£000	£000	
HEAD OF PEOPLE, PERFORMANCE & PARTNERSHIPS					
Planning					
Economic Development	148	151	146	-5	
Community Services					
Community Initiatives	33	22	26	4	
Tourism	74	44	39	-5	
Corporate Services					
Corporate Management	114	127	134	7	
Non-distributed costs	244	245	227	-18	Savings on Pensions increase Act
Internal Services					
Policy Management Units	696	734	717	-17	Employees (-£24k). Income - contributions (-£6k) Various expenditure (+£13k)
Personnel Management Units	486	429	422	-7	
Other	344	223	210	-13	Canteen (+£15) Recruitment and retention (-£18k) Income for payroll provision (-£12k)
	2,139	1,975	1,921	-54	
DIRECTORATE OF CENTRAL SERVICES	2,866	2,761	2,889	128	

	Original Budget	Updated Budget	Outturn	Outturn variation from updated	
	£000	£000	£000	£000	
DIRECTOR OF COMMERCE & TECHNOLOGY					
Internal Services	124	124	128	4	
HEAD OF FINANCIAL SERVICES					
Corporate Management	171	173	163	-10	Bank charges (-£4k) audit fees (-£3k)
Other Expenditure					
Contingency	-1,061	-669	0	669	Savings and turnover contingencies emerge on service budgets
Other Expenditure	130	32	36	4	
LABGI and Area Based Grant	0	0	-199	-199	Grant not certain until Government announcement (-£150k). Area based grant moved from community safety (-£26k) and not allocated (-£23k)
Investment Interest	-2,179	-2,183	-2,498	-315	Improved returns and more funds to invest (-£315k)
Internal Services					
Management Units	1,128	1,122	1,039	-83	Internal Audit underspend on salaries and other costs (-£60k)
Insurances	449	449	334	-115	Savings on insurance premium
Other	73	78	-63	-141	Reimbursement of Mesothelioma insurance claim
	-1,289	-998	-1,188	-190	
HEAD OF INFORMATION MANAGEMENT					
Community Services					
Community initiatives	6	0	0	0	
Internal Services					
Helpdesk	520	500	467	-33	Employees (-£10k) Insurance claim (-£15k)
Network Services	688	593	510	-83	Employees (-£29k) Equipment (-£44k)
Development Team	274	299	303	+4	
Business Analysis	309	308	310	+2	
Information Management	237	263	258	-5	
Other	302	275	280	+5	
	2,336	2,238	2,128	-110	

	Original Budget	Updated Budget	Outturn	Outturn variation from updated	
	£000	£000	£000	£000	
HEAD OF CUSTOMER SERVICES					
Planning					
Economic Development	27	27	22	-5	
Community Services					
Community Initiatives	151	131	173	+42	Ramsey Information Centre contribution not received(+£20k) Yaxley Information Centre Employees (+£9k) contribution not received (+£9k)
Housing Services					
Housing Benefits	-464	-464	-608	-144	Lower Contribution to bad debts provision (-£122k) Caseload changes (-£22k)
Corporate Services					
Local Taxation & Benefits	-781	-853	-891	-38	Council Tax Benefit Caseload changes (+£29k) Summons costs recovered (-£30k) Legal fees (-£25k)
Internal Services					
Revenues and Benefits	2,023	2,074	1,984	-90	Benefits Staff saving(-£90k) Benefits printing costs (+£17k) Grants (-£34k)
Call Centre and Customer Services	1,186	1,167	1,160	-7	
	2,142	2,082	1,840	-242	
GENERAL MANAGER, LEISURE					
Community Services					
Huntingdon Leisure Centre	204	222	327	105	Opening of new facilities delayed reducing net income (+£143k) fuel bills (-£18k) Irrecoverable VAT (-£18k)
Ramsey Leisure Centre	223	225	173	-52	Fuel bills (-£19k) Irrecoverable VAT (-£12k) staff costs (-£17k)
Sawtry Leisure Centre	268	275	205	-70	Fuel bills (-£18k) Irrecoverable VAT (-£12k) staff costs (-£29k)
St Ivo Leisure Centre	271	257	35	-222	Fuel bills (-£60k) Irrecoverable VAT(-£28k) staff costs(-£143k)
St Neots Leisure Centre	416	415	310	-105	Fuel bills(-£55k) Irrecoverable VAT (-£25k) staff costs(-£21k)
Leisure Centres Overall	32	25	35	10	
Internal Services					
Community Services	206	208	191	-17	
	1,620	1,627	1,276	-351	
DIRECTORATE OF COMMERCE AND TECHNOLOGY	4,933	5,073	4,184	-889	

	Original Budget	Updated Budget	Outturn	Outturn variation from updated	
	£000	£000	£000	£000	
DIRECTOR OF ENVIRONMENTAL & COMMUNITY SERVICES					
Internal Services	146	149	158	+9	
HEAD OF ENVIRONMENTAL MANAGEMENT					
Environmental Services					
Drainage & Sewers	397	382	358	-24	Lower IDB levies (-£7k) works on watercourses (-£17k) Saving on cleaning contract and reduced repairs (-£75k) equipment (-£5k) water and electric (-£10k) APC leases early termination (-£20k)
Public conveniences	217	215	100	-115	
Environmental Health	66	58	61	+3	
Closed Churchyards	5	5	6	+1	
Planning					
Building Control	-560	-511	-424	+87	Lower Fee Income received (+£79k)
Community Services					
Community Initiatives	6	6	5	-1	
Parks	0	10	0	-10	Survey of land delayed, rephased.
Highways & Transportation					
Transportation Strategy	25	0	0	0	
Car Park Assets	39	39	52	+13	Increased number of repairs required.
Environmental Improvements	37	37	40	+3	
Street Naming	37	38	40	+2	
Internal Services					
Management Units	1,475	1,442	1,393	-49	
Offices and Depot	657	659	644	-15	
Pool Cars	17	17	16	-1	
	2,418	2,397	2,297	-106	

	Original Budget	Updated Budget	Outturn	Outturn variation from updated	
	£000	£000	£000	£000	
HEAD OF ENVIRONMENTAL & COMMUNITY HEALTH SERVICES					
Environmental Services					
Environmental Health	252	280	232	-48	Private Housing Survey delayed (-£10k) Pest Control Income(+£14k) Pest Control supplies(-£9k) legal fees recovered (-£12k) Smoke-free grant rephased (-£10k) Increased Air Quality fees (-£7k) Stray Dog Fees(-£12k)
Community Services					
Community Facilities	47	67	16	-51	-£46k offset by expenditure on Community Initiatives grants
Community Initiatives	273	299	364	65	+£46k offset by saving on Community Facilities, Ramsey Office running costs (+£20k)
Leisure Policy	301	305	305	0	
Community Safety	32	32	55	23	Diversity Officer grant (+£26k Shown in Financial Services as area based grant)
Internal Services					
Management Units	1,465	1,447	1,424	-23	Employee costs (-£7k) transport (-£5k) printing (-£9k)
	2,371	2,430	2,397	-33	
HEAD OF HOUSING SERVICES					
Housing Services					
Housing Services	23	28	31	3	
Private Housing Support	-17	-21	-99	-78	Additional fee income for Home Improvement Agency (-£78k)
Homelessness	219	219	168	-51	Lower contribution to bad debt provision (-£11k) increased prevention work reduced need to use temporary leased accommodation (-£40k)
Internal Services					
Management Units	1,016	1,020	999	-21	Employee costs (-£11k) mileage costs(-£10k)
	1,241	1,246	1,099	-147	

	Original Budget	Updated Budget	Outturn	Outturn variation from updated	
	£000	£000	£000	£000	
HEAD OF OPERATIONS					
Environmental Services					
Refuse Collection	2,144	1,921	1,904	-17	Vehicle maintenance (-£86k) diesel inflation (+£45k) agency staff (+£20k)
Recycling	276	374	399	+25	Diesel inflation (+£35k) recycling credits (-£31k) glass income (+£25k)
Drainage & Sewers	10	10	7	-3	
Street Cleansing	923	915	929	+14	Agency staff and overtime (+£10k) diesel inflation(+ £10k) Luminus income (-£8k)
Planning					
Markets	-175	-175	-129	+46	Reduction in income due to general trade (+£25k) Easter bank holiday market in 07/08 (+£8k) pitch fees not increased(+ £5k) farmers markets consultancy fees (+£8k)
CCTV	492	493	479	-14	Equipment maintenance (-£14k)
Community Services					
Countryside	468	492	468	-24	Cattle Management System(-£10k) Hinchbrooke café income(-£8k)
Parks	17	-20	-59	-39	Increased income from verge maintenance (-£10k) commuted sums(-£8k) other income(-£6k) vacancy (-£4k) skateboard park maintenance (-£10k)
Highways & Transportation					
Car Parks	-758	-1,063	-867	+196	Lower than expected income following fees increase (+£152k) tickets (£15k) other general supplies (+£10k) sitework (+£7k) overtime (+£7k)
Corporate Services					
Central Services	28	28	40	+12	
Internal Services					
Operations Management Unit	1,216	1,266	1,247	-19	Employee costs (-£19k) back-office software delay (-£11k) photocopier recharges (+£14k)
Grounds Maintenance	878	783	859	+76	Vehicle maintenance (+£35k) diesel inflation (+£23k) waste disposal (+£15k)
Other	139	227	218	-9	
	5,658	5,251	5,495	244	

	Original Budget	Updated Budget	Outturn	Outturn variation from updated	
	£000	£000	£000	£000	
HEAD OF PLANNING SERVICES					
Planning					
Development Control	-951	-951	-806	+145	Fee income (+£96k) legal fees and consultancy costs relating to applications received (+£63k) printing costs (-£9k) postage costs(-£9k) (see Internal Services Other below). -£60k re-phased in MTP (-£60k) carried forward to 2009/10 (-£45k) printing and postage costs(-£18k) (see Internal Services Other below). Re-phased in MTP
Planning Policy & Conservation	356	411	278	-133	
Planning Delivery Grant	65	65	-250	-315	
Highways & Transportation					
Transportation Strategy	101	86	60	-26	Repairs & consultants (-£10k) payments to community transport services (-£17k)
Public Transport	549	594	808	+214	Concessionary Fares(+ £254k) Bus Stations cleaning (-£12k) Bus Station survey (-£28k)
Car Parks	-324	-16	0	+16	Car park Strategy delay (+£101k) Car Park Strategy expenditure (-£86k)
Internal Services					
Planning Management Units	2,239	2,407	2,371	-36	Employee costs (+£8) MTP Re-phasing of expenditure (-£43k)
Other	113	11	28	17	Postage Costs (+£17k) stationery costs (+£7k) Printing costs (-£9k)
	2,148	2,607	2,489	-118	
NEW ACCOMMODATION PROJECT MANAGER	115	173	168	-5	
DIRECTORATE OF ENVIRONMENTAL & COMMUNITY SERVICES	14,097	14,253	14,097	-156	
TOTAL DIRECT AND INDIRECT SERVICES	22,127	22,337	21,430	-907	
Less recharges to non-revenue accounts	-1,707	-1,643	-1,480	163	Change to accounting for recharging costs to capital (+£232k) Additional salaries recharged to capital (-£34k)
COUNCIL TOTAL	20,420	20,694	19,950	-744	

	Original Budget	Updated Budget	Outturn	Outturn variation from updated
	£000	£000	£000	£000
FUNDED FROM				
Government Support	-12,158	-12,158	-12,158	0
Council Tax	-6,668	-6,668	-6,668	0
Collection Fund Deficit	28	28	28	0
Project timing reserve b/f	0	-335	-335	0
Project timing reserve c/f	0	0	274	-274
Reserves	-1,622	-1,561	-1,091	-470
	-20,420	-20,694	-19,950	-744

Service Variations 2008/09	Original budget £000	Updated budget £000	Outturn £000	Outturn variation from updated £000
Environmental Services				
Refuse Collection	3,674	3,481	3,314	-167
Recycling	642	749	780	31
Drainage & Sewers	584	563	486	-77
Public Conveniences	293	314	193	-121
Environmental Health	2,319	2,318	2,146	-172
Closed Churchyards	17	18	10	-8
Street Cleaning & Litter	1,471	1,329	1,342	13
	9,000	8,773	8,272	-501
Planning				
Development Control	1,437	1,452	1,547	95
Building Control	212	255	250	-5
Planning Policy & Conservation	1,336	1,406	1,129	-277
Markets	-629	-643	-568	75
Planning Delivery Grant	65	65	-252	-317
	2,421	2,536	2,107	-429
Community Services				
Countryside	594	642	574	-68
Community Initiatives	151	141	110	-31
Tourism	799	849	961	112
Parks	1,708	1,748	1,659	-89
Leisure Policy	458	463	438	-25
Leisure Centres	3,622	3,515	3,039	-476
Community Facilities	214	237	179	-58
	7,546	7,594	6,959	-635
Community Safety	1,014	1,040	1,073	33
Housing Services				
Housing Services	680	850	792	-58
Private Housing Support	3,538	3,440	2,382	-1,058
Homelessness	625	583	540	-43
Housing Benefits	905	857	706	-151
	5,749	5,730	4,420	-1,310
Highways & Transportation				
Transportation Strategy	1,071	955	358	-597
Public Transport	709	797	956	159
Highways Services	102	91	108	17
Car Parks	-525	-463	-295	168
Environmental Improvements	406	407	443	36
	1,764	1,787	1,570	-217
Corporate Services				
Local Taxation & Benefits	1,435	1,408	1,128	-280
Corporate Management	1,812	1,720	1,613	-107
Democratic Services	1,182	1,197	1,181	-16
Non distributed costs	255	255	228	-27
Central Services	320	293	522	229
	5,005	4,872	4,672	-200
Other Expenditure				
Contingency	-1,061	-669	0	669
Other Expenditure	-8,854	-8,797	-6,434	2,363
Investment Interest	-2,162	-2,173	-2,491	-318
Business Grant and Area Grant	0	0	-199	-199
	-12,077	-11,639	-9,124	2,515
Total	20,420	20,694	19,950	-744

ANNEX C

AMOUNTS COLLECTED AND DEBTS WRITTEN OFF

	1 April 2009 to 30 June 2009			
	Collected	Amounts written off		
		up to £5k	over £5k	TOTAL
Type of Debt	£000	£000	£000	£000
Council Tax	22,680	33.2	0.0	33.2
NNDR	17,304	13.9	10.4	24.3
Sundry Debtors	1,429	9.3	0.0	9.3
Excess Charges	43	2.9	0.0	2.9

Collected

The total amount of payments received, less customer refunds and transfers to other debts.

Amounts written off

Whilst these amounts have been written-off in this financial year, much of the original debt would have been raised in previous financial years.

Authority to write off debts

The Head of Customer Services is authorised to write-off debts of up to £5,000 (or more after consultation with the Executive Councillor for Finance) if she is satisfied that the debts are irrecoverable or cannot be recovered without incurring disproportionate costs. The Head of Financial Services deputises in her absence.

CABINET

23 JULY 2009

CAPITAL MONITORING 2008/09 OUTTURN and 2009/10 BUDGET (Report by the Head of Financial Services)

1. PURPOSE

1.1 This report highlights the outturn position for 2008/09 and the variations from the Capital Programme, approved in February 2008 and seeks approval to any adjustments required. It then adjusts the 2009/10 approved Capital Programme for deferrals and expected variations that are already forecast.

2 OUTTURN 2008/09

2.1 The first table shows net spending brought forward from 2007/08 to 2008/09 was £0.231m less and carried forward from 2008/09 to 2009/10 was £1.389m less than budgeted. The gross timing changes are affected by significant delays in contributions from other bodies. The resulting increase in spending of £0.251m is explained in the second table.

Timing Variations	Gross Budget	External Contributions	Net Budget
	£000	£000	£000
Budget (Approved February 2008)			
Planned 2008/09 spending	17,655	1,483	16,172
Assumed schemes brought forward from 2007/08	+1,300	0	+1,300
Assumed deferrals to 2009/10	-2,000	0	-2,000
Approved Total Spending	16,955	1,483	15,472
Outturn			
Actual 2008/09 planned spending	20,064	3,641	16,423
Brought forward from 2007/08	+4,649	+3,580	+1,069
Actual deferrals to 2009/10 (Annex B)	-4,751	-4,140	-611
Actual Total Spending	19,962	3,081	16,881
Total Variation	3,007	1,598	1,409
Net timing variation (i.e. less deferral than budgeted)	598	-560	1,158
Net cost variations (see below)	2,409	2,158	251

Cost Variations	Gross Budget	External Contributions	Net Budget
	£000	£000	£000
Additional Schemes (Annex A)	1,515	1,295	220
Cost Variations (Annex A)	477	819	-342
Capital/Revenue Transfers (para 2.3)	417	44	373
TOTAL COST VARIATIONS	2,409	2,158	251

2.2 The table below shows how gross funding was financed. Capital Reserves are virtually depleted and future capital spending will now normally need to be funded from borrowing.

Funding	£000
Gross Spending	19,962
External Grants and Contributions	-3,081
Net Spending	16,881
FUNDING	
Capital Reserves	16,433
Borrowing	447
Revenue	1

2.3 There will be extra spending on the Creative Enterprise Centre in St Neots when the contract is finalised but investigations are ongoing to resolve issues with the Earth Tube and related land drainage problems. The full position will be reported once final costs are known.

2.4 The following table identifies specific items that were originally budgeted for as revenue but can legitimately be charged to capital. This increases the Council's financial flexibility over the coming years as it increases revenue reserves by £373k whilst reducing capital reserves by the same sum.

Revenue/Capital Transfers	Gross Budget	External Contributions	Net Budget
	£000	£000	£000
Extra Recycling Wheeled Bins	87	8	79
St Ivo - Air Handling Unit	43	28	15
Cricket Practice Bays	16	8	8
Synthetic Pitch Lights	18	0	18
Pool Filters	10	0	10
Huntingdon Leisure Centre – Fire Alarm Panel	20	0	20
Community Facilities Grants	-46	0	-46
New Priory Park Pavilion	12	0	12
Priory Park Paths	25	0	25
Eastfield House Mezzanine Floor	24	0	24
Commutation	43	0	43
Plan Printer	10	0	10
Voice and Data Infrastructure	5	0	5
ICT for New Accommodation	40	0	40
VOIP Data Switches	46	0	46
Transportation Grant for Mini-Bus	15	0	15
Capital Salaries (Design/Business Analysts etc.)	49	0	49
EXTRA CAPITAL PROVISION REQUIRED	417	44	373
<i>Reported previously</i>	345	0	345
<i>Further changes in this report</i>	72	44	28
TOTAL	417	44	373

- 2.4 The overall revenue impact of the variations outlined is to reduce revenue expenditure in 2008/09 but with small increases in future years, as shown below.

Revenue Impact	2008/ 2009	2009/ 2010	2010/ 2011	2011/ 2012	2012/ 2013
	£000	£000	£000	£000	£000
Timing Changes 2007/08 to 2008/09	5				
Cost Variations	-3	-5	-5	-5	-5
Timing Changes 2008/09 to 2009/10	31	31			
Revenue/Capital Transfers	-365	17	17	17	17
TOTAL FORECAST VARIATION	-332	43	12	12	12

N.B. Revenue impact is based on an assumed 4.5% cost of long term borrowing

3. MONITORING OF THE 2009/10 CAPITAL PROGRAMME

- 3.1 The Budget approved in February 2009 started with £17.796m and forecast schemes brought forward of £0.7m and a similar sum carried forward to 2010/11. Subsequent adjustments are shown below:-

Capital Programme	2009/10 Capital Expenditure		
	Gross Budget	External Contributions	Net Budget
	£000	£000	£000
Approved Total Budget (February 2009)	23,187	5,391	17,796
Less net transfer back to 2008/09	2,154	3,244	-1,090
	25,341	8,635	16,706
Forecast Cost Variations			
Huntingdon Leisure Centre Car Park Extension	-10	0	-10
Huntingdon Riverside and Marina	-566	0	-566
St Neots Leisure Centre Development (approved Cabinet June 18)	1,101	200	901
	525	200	325
Forecast Timing Changes			
Delay in County Council Leisure Contribution to 2010/11	0	-672	672
St Ivo Leisure Centre Rifle Range Conversion to 2010/11	-539	0	-539
St Ives Environmental Improvement	-401	0	-401
	-940	-672	-268
Capital from Revenue Variations			
Forecast extra Revenue Staff to Capital	104	0	104
Capital Salaries overheads transferred to revenue	-240	0	-240
Community Facilities Grants t/f to revenue (Cabinet 18 June)	-20	0	-20
	-156	0	-156
CURRENT FORECAST	24,770	8,163	16,607

3.2 The revenue impact of the variations to the original budget (approved in February 2009) is to increase the net revenue expenditure by £72k in 2009/10, but with significant reductions in the following years.

Revenue Impact	2009/ 2010	2010/ 2011	2011/ 2012	2012/ 2013	2013/ 2014
	£000	£000	£000	£000	£000
Timing Changes 2008/09 to 2009/10	25				
Cost Variations	7	31	48	48	48
Timing Changes 2009/10 to 2010/11	-6	-6			
Revenue/Capital Transfers	152	-7	-7	-7	-7
Hinchingbrooke Café revenue contribution	-12				
St Neots Leisure Centre Development – forecast extra net Income	-94	-208	-288	-346	-346
Forecast increase in provision for repaying borrowing		7	36	36	36
TOTAL FORECAST VARIATION	72	-183	-211	-269	-269

N.B. Revenue impact is based on 4.5% cost of long term borrowing and additional provision for repaying borrowing on additional capital expenditure.

4 RECOMMENDATIONS

4.1 It is **RECOMMENDED** that Cabinet note the contents of this report.

BACKGROUND PAPERS

Capital programme and monitoring working papers.

Previous Cabinet reports on capital expenditure.

Contact Officer – Steve Couper ☎ 01480 388103

ANNEX A

Cost Variations	2008/09 Capital Expenditure		
	Gross Budget	External Contributions	Net Budget
	£000	£000	£000
New Bids – February 2009			
St Ivo L C – Football Improvements	250	500	-250
Sustainable Homes Retrofit	380	0	380
Huntingdon West Development (HGF)	700	700	0
St Neots Green Corridor (HGF)	95	95	0
VOIP Data Switches	90	0	90
Sub-total	1,515	1,295	220
Variations			
Disabled Facilities Grants - Extra	243	205	38
Repairs Assistance Grants - Saving	-36	3	-39
Social Housing Grant	1,034	1,034	0
Decent Homes Insulation Grant - Adjustment	-43	-43	0
Headquarters Improvements - Adjustment	-345	-345	0
Electronic Document Imaging in Planning	-20	0	-20
Hinchingbrooke - Café Extension	12	0	12*
Huntingdon Leisure Centre - Energy Saving	15	0	15
St Ivo L C – Football Improvements – Adjustment	-402	-402	0
St Neots Leisure Centre – Bar/Kitchen/Creche Extension	-21	0	-21
Sawtry Leisure Centre – Fitness Equipment - Saving	-12	0	-12
Creative Enterprise Centre, St Neots – Extra cost offset by some extra Grant	171	60	111
Health Centre Sapley Square	8	0	8
Implementation of Car Parking Strategy - Saving	-29	0	-29
Huntingdon Skateboard Park	38	38	0
Small Scale Environmental Improvements District Wide	-10	-10	0
Environmental Improvements – Minor Variations	4	-3	7
Huntingdon West Development (HGF) - Adjustment	67	67	0
Play Equipment & Safety Surface Renewal – Adjustment	158	158	0
Activity Parks – Adjustment	41	41	0
Bus Shelter Provision - Adjustment	10	10	0
Safe Cycle Routes - Adjustment	21	21	0
Other Minor Variations	-11	-15	4
VAT – Partial Exemption	-184	0	-184
Overheads reduction to Capital Salaries	-232	0	-232
Sub-total	477	819	-342
Total Cost Variations	1,992	2,114	-122

<i>Reported previously</i>	1,257	1,194	63
<i>Reported for the first time</i>	735	920	-185
TOTAL	1,992	2,114	-122

New item this time
Adjusted value this time

* £12k revenue to be given up in 2009/10 to fund equipment included in the contract

ANNEX B

Timing Changes	2008/09 Capital Expenditure			C/F to 2009/10**
	Gross Budget	External Contributions	Net Budget	Net Budget
	£000	£000	£000	£000
Stray Dog Kennels	-15	0	-15	0
Small Scale Environmental Improvements District Wide	29	8	21	-21
St Ives Town Centre Environmental Imps – Phase 2	47	0	47	-47
Village Residential Areas Environmental Improvements	-20	0	-20	20
St Neots and Eynesbury Environmental Improvements	-90	0	-90	90
Environment Strategy Funding	-19	0	-19	19
Sustainable Homes Retrofit	-162	0	-162	162
New Public Conveniences	-208	0	-208	-5
Social Housing Grant	-1,344	0	-1,344	73
Decent Homes Insulation Grants	-164	-164	0	0
Mobile Home Park	0	-168	168	0
Crime and Disorder – Lighting Improvements	-21	0	-21	21
CCTV – Camera Replacements	-14	0	-14	14
CCTV – Extension of Coverage	-5	0	-5	5
Ramsey – Community Information Project Refurbishment	-11	0	-11	0
Huntingdon Town Centre Developments	-6	0	-6	6
Huntingdon West Development (HGF)	-500	-500	0	0
Town Centre Developments	-21	0	-21	21
Ramsey Rural Renewal	-59	3	-62	11
New Industrial Units	-492	0	-492	2
Industrial Estates Repairs	-25	0	-25	-5
Heart of Oxmoor	-87	-1,829	1,742	-1,442
Community Facilities Grants	73	0	73	-73
Huntingdon LC - Development	285	0	285	0
Huntingdon LC -Car Park Extension	5	0	5	-5
St Ivo L C – Football Improvements	-693	-1,000	307	-263
St Neots L C – Development	66	0	66	-66
Leisure Centres Future Maintenance	-1,112	-340	-772	-309
Leisure Centre – CCTV Improvements	-35	0	-35	20
Play Equipment & Safety Surface Renewal	-73	0	-73	73
Huntingdon Riverside Improvements	-182	0	-182	40
Huntingdon Marina Improvements	-62	0	-62	8
Printing Equipment	-308	0	-308	0
Headquarters	2,713	0	2,713	-417
Multi-Functional Devices	-36	0	-36	36
Document Centre Equipment	-22	0	-22	22
Corporate EDM	-177	0	-177	48
Customer First/Working Smarter	-206	0	-206	57
Voice and Data Infrastructure	25	0	25	37
ICT for New Accommodation	-48	0	-48	48
VOIP Data Switches	-2	0	-2	2
Resourcelink – Recruitment Module	-10	0	-10	10
Government Connect	12	0	12	-12
Wireless Working – Housing Benefits	-64	0	-64	64
Building Control – Public Access System	-33	0	-33	3

Timing Changes (cont.)	2008/09 Capital Expenditure			C/F to 2009/10**
	Gross Budget	External Contributions	Net Budget	Net Budget
Vehicle Replacements	-171	0	-171	171
Local Transport Plan	-66	0	-66	66
Huntingdon Bus Station	-459	-150	-309	22
Bus Shelter Provision	35	0	35	-35
Car Park Repairs	-15	0	-15	15
Accessibility Improvements & Signs	-18	0	-18	18
Safe Cycle Routes	-285	0	-285	285
Huntingdon Transport Strategy	17	0	17	-17
St Ives Transport Strategy	-138	0	-138	138
Ramsey Transport Strategy	-40	0	-40	-2
St Neots Pedestrian Bridges	-537	0	-537	2
Railway Station Improvements	-3	0	-3	0
Total Deferrals	-4,751	-4,140	-611	-1,090

<i>Reported previously</i>	-4,205	-3,680	-525
<i>Reported for the first time</i>	-546	-460	-86
TOTAL	-4,751	-4,140	-611

New item this time
Adjusted value this time

Note **

In February a new MTP was approved which assumed a significant level of deferral of spending from 2008/09 to 2009/10. Based on this new position the adjustment needed is effectively a bringing forward of £1.090m from 2009/10 to 2008/09.

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CABINET MEETING

23 JULY 2009

**FORMER FIRE STATION SITE
AND WASTE RECYCLING CENTRE
HUNTINGDON STREET, ST NEOTS**

(Report by the Head of Law Property and Governance)

1 INTRODUCTION

The purpose of this report is to seek approval to the marketing of land at Huntingdon Street, St Neots. Part of the site is vacant and the domestic Waste Recycling Centre is due to be relocated by the County Council at the end of this year.

2 BACKGROUND

2.1 The land hatched black on the attached plan is owned by the Council and comprises an area of about 0.82 acres (0.33 hectares). The adjoining car park edged black is also owned by the Council giving a total area of 1.5 acres (0.61 ha).

2.2 Within the hatched area there are 25 car parking spaces allocated to Cressner House, 12 Huntingdon Street, and these would have to be provided elsewhere should the land be required for development. After allowing for this parking and deducting the existing access way at the side of Cressner House, the net development area is about 0.58 acre (0.24ha).

2.3 The former Fire Station in Huntingdon Street had been redundant for many years and has recently been demolished.

3 DEVELOPMENT PROPOSALS

3.1 In anticipation of the Waste Recycling Centre being relocated by the County Council, Interim Planning Guidance was adopted in May 2006. This envisaged development of small scale mixed use space together with enlarged car parking provision and clear pedestrian links through the fenced off Waste Recycling Centre.

3.2 The Guidance identified various site constraints including proximity to residential properties on two sides and a number of large trees which screen some of the dwellings. Vehicle access will need to be carefully considered as existing access to the car park is through land owned by Lidl. The Council has a limited right of way through the Lidl car park which will allow access for the servicing of only part of the hatched area.

3.3 Before any development takes place investigations would be required to establish ground conditions.

4 MARKETING

- 4.1 Two parties have already expressed an interest in the site. One is seeking a site for leisure development (cinema/theatre and associated activities) while the other proposal is for a health scheme (health centre). Both have requested a form of exclusivity agreement so that their schemes can be developed in more detail. While encouraging both parties to continue with developing their proposals, the granting of an exclusivity agreement is not considered to be the best way to secure alternative redevelopment of this site.
- 4.2 In order that the site is fully marketed and all potential developers have appropriate opportunity, it is proposed that a detailed Development Brief should be prepared and a comprehensive marketing exercise undertaken. Applicants would be invited to submit details of their proposals including drawings showing the layout, size and external appearance, together with financial proposals and a draft timetable. The applications would then be assessed according to compliance with the Development Brief and the financial benefits to the Council.

5 CONCLUSIONS

- 5.1 While welcoming and encouraging proposals from the interested parties, a wider marketing campaign would ensure that all applicants have an opportunity to submit proposals and the requirement to obtain best consideration would also be satisfied.
- 5.2 In the interim, however, the two interested parties will have the opportunity to develop their detailed proposals in accordance with the Development Brief.

6 RECOMMENDATION

Cabinet is recommended to approve the preparation of a Development Brief and the commencement of a marketing exercise for the disposal of this site.

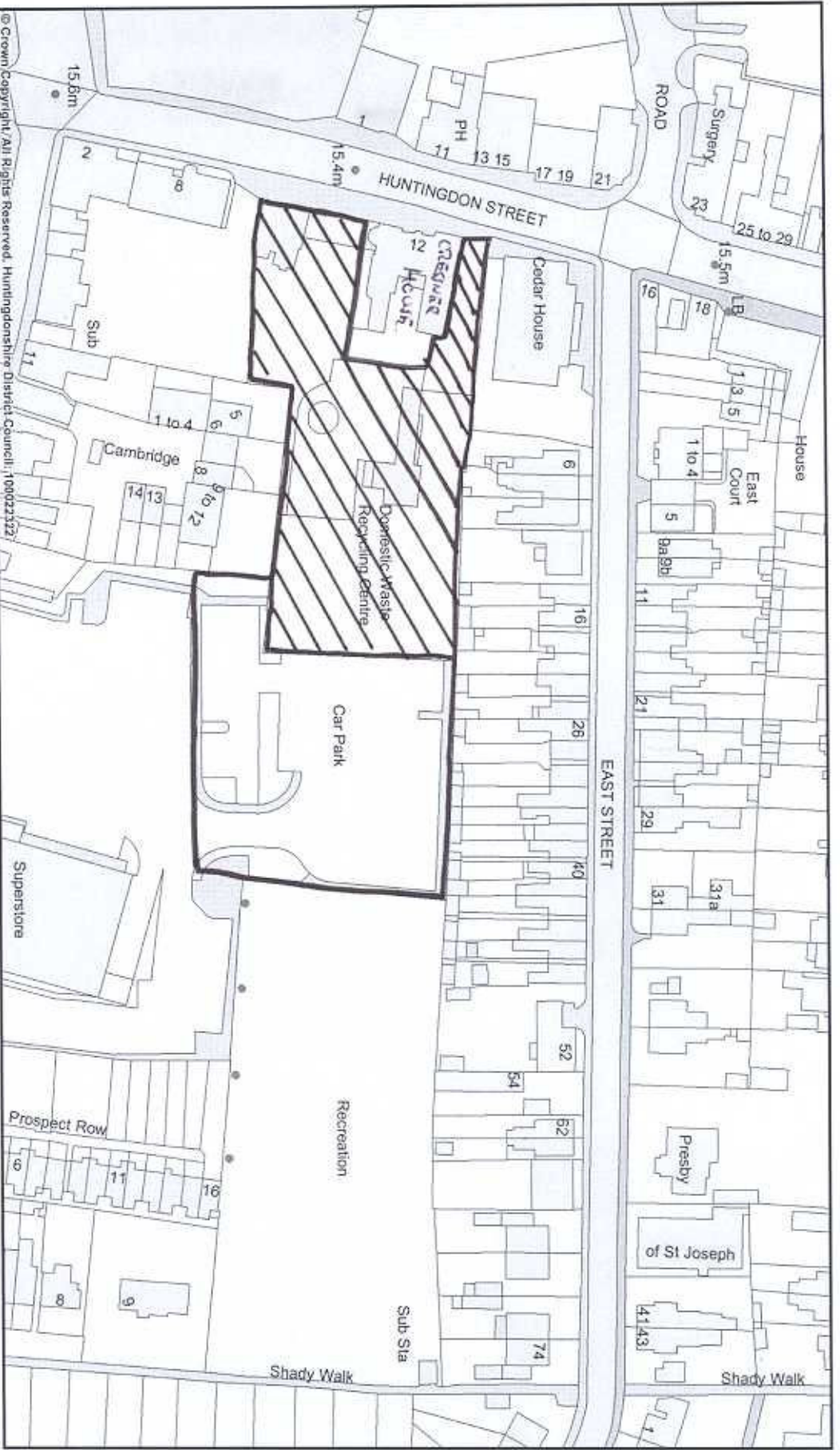
Background Information:

Interim Planning Guidance Brief 2006

Contact Officer:

Mr K P Phillips
Estates and Property Manager
Ext: 8260

Former Fire Station site and adjoining land, St Neots



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AGENDA ITEM NO.

**OVERVIEW & SCRUTINY (ENV.
WELL BEING)**

14TH JULY 2009

CABINET

23RD JULY 2009

GREAT FEN PROJECT GOVERNANCE (Report by Director of Environmental and Community Services)

1. INTRODUCTION

1.1 At its meeting on 20th November 2008, Cabinet received a report concerning the emerging future governance arrangements of the Great Fen Project, of which the Council is one of five Partners. Cabinet resolved:

- (a) that arrangements for the District Council to enter into a Collaboration Agreement in respect of the Great Fen Project for a renewable five year fixed term be approved; and
- (b) that the detailed content of the Draft Agreement be the subject of a future report to the Overview and Scrutiny Panel (Service Support) prior to its submission to Cabinet.

A copy of the previous Cabinet Report is attached as Appendix 1.

1.2 Representatives of each of the five Partners have now constructed a Draft Agreement with the assistance of legal advice, which can be recommended to the various constituent bodies and this is attached as Appendix 2.

2. PROPOSALS

2.1 Whilst the term for the Agreement is intended to be for five years (see para. 12.3), provision is made for earlier termination, if appropriate.

2.2 The Agreement sets out the operational arrangements of the Steering Committee and any Working Groups and also mandates the Steering Committee to constitute a forum to formally engage with stakeholders and interested parties in an advisory capacity.

2.3 The Council currently contributes £10K p.a. towards the salary costs of the Project Manager, plus ad hoc amounts towards specific items. The Agreement proposes that the project management costs including the employment of the Project Manager should be shared between four of the parties (see Section 8). It proposes an annual contribution of £20K. The Middle Level Commission as the fifth party would forgo voting rights as set out in Section 8. The Council's existing contribution has been funded from the Housing and Planning Delivery Grant. Whilst it is anticipated that when the latest settlement in respect of this grant is announced (for the current year), this could

continue to be the funding mechanism; it will otherwise need to be contained within existing budgets.

- 2.4 Each party will be entitled to appoint 2 members to the Steering Committee, although only one will hold voting rights. This was intended to allow parties to appoint both an Executive or Board Member (in our case an Executive Councillor) and supporting Senior Officers.

3. RECOMMENDATION(S)

- i) That Overview & Scrutiny (Environmental Well Being) comment on the provisions of the proposed Collaboration Agreement.
- ii) That Cabinet endorse the Collaboration Agreement in the light of (i) above.

BACKGROUND INFORMATION

- 1. Great Fen Project Governance – Report to Cabinet – 20th November 2008 (attached as Appendix 1)
- 2. Draft Collaboration Agreement

Contact Officer: Malcolm Sharp, Director of Environmental & Community Services
☎ 01480 388301

AGENDA ITEM NO.

CABINET

20TH NOVEMBER 2008

GREAT FEN PROJECT GOVERNANCE
(Report by Director of Environmental & Community Services)

1. INTRODUCTION

- 1.1 This report concerns the emerging future governance arrangements of the Great Fen Project of which the Council is one of five Partners.
- 1.2 The Project Steering Group has recognised the need for a more robust form of Governance, given the stage the Project has now reached. Accordingly, it has instructed lawyers to draw up a draft Collaboration Agreement.

2. BACKGROUND

- 2.1 The Great Fen Project is one of the most significant habitat restoration projects ever undertaken in Britain by the acquisition and restoration of land adjacent to two existing National Nature Reserves, Holme Fen and Woodwalton Fen. Connecting these two reserves will create a haven for wildlife and biodiversity. The Project, however, is by no means exclusively about wildlife/biodiversity as it will create a massive green space for people, opening up new opportunities for recreation, education, health benefits and business. Sustainable agriculture will also remain an important aspect; although over the life of the project the intensive arable activity will decrease, replaced in part by grazing and other economic activity.
- 2.2 The Great Fen Vision is:
- “A restored fenland landscape providing a variety of habitats for people and wildlife, now and in the future”.
- 2.3 The Great Fen Project Aims as stated in its Strategy and Action Plan are to:
- ✚ Help safeguard two very important National Nature Reserves. These are legally protected sites, one of which is of international importance for its wetland habitats and species.
 - ✚ Create over 3,000 hectares (over 4200 football pitches) of new wildlife habitat, making a major contribution to local and national targets set out in the UK Biodiversity Action Plan.
 - ✚ Contribute to diversification in the local economy, creating opportunities for new jobs and income streams.
 - ✚ Enhance flood protection in the Middle Level drainage system.

- ✚ Create access for a wide range of users in an area largely devoid of public footpaths and the associated health benefits.
- ✚ Become a significant tourist destination.
- ✚ Contribute to important Government Public Service Agreement targets.

2.4 The Project is currently governed under the terms of a Memorandum of Agreement (MoA) between the five partners: The Environment Agency, Natural England, The Wildlife Trust for Bedfordshire, Cambridgeshire, Northamptonshire and Peterborough, The Middle Level Commissioners and the Council. Agreement to the MoA was first approved by Cabinet in June 2002 and updated in July 2006 and September 2007.

2.5 The Project aims and objectives fit closely with those of the Council, particularly:

- ✚ Provision of strategic open space (related to the growth agenda and access to the countryside).
- ✚ Diversification of the economy, especially in NW Huntingdonshire.
- ✚ Promotion of healthy lifestyle choices.
- ✚ Conservation and enhanced local heritage.
- ✚ Protection and improvement of wildlife habitats.
- ✚ Adaptation and mitigation in the face of climate change.

The Project aligns with the Council's key strategies, including:

- ✚ Sustainable Community Strategy
- ✚ (Planning) Core Strategy
- ✚ Local Economic Strategy
- ✚ Environment Strategy

2.6 With regard to 'spatial planning' the significance of the Project has been highlighted and given statutory force by inclusion in the now adopted Regional Spatial Strategy (RSS). The RSS is part of the local 'Development Plan', a legal entity and as a result the Council's Local Development Framework must be consistent with that Strategy to be judged 'sound' at subsequent Examinations.

2.7 The Great Fen Project is also recognised in the Green Infrastructure Strategy for the Cambridge Sub Region whereby within this District it is linked with other areas including Paxton Pits and areas around Grafham Water into an extensive network of strategic green space.

2.8 The Project is funded from a variety of sources including private donations and contributions from Partners. Significant resources have been provided from public sources including Growth Area Funds (CLG), Economic Development (EEDA) and more recently the Heritage Lottery Fund in recognition of the national importance of the Project. In total some £15.6m has been raised.

2.9 The significant grant from the Heritage Lottery Fund has meant that the Project Partners now control 56% of the Project area, (although some is subject to long-term agricultural tenancies), and have entered into commitments with the Fund in terms of areas of land to be restored and other outcomes associated with education and

community involvement. The focus of the Project is increasingly on delivery of the objectives listed above, rather than land acquisition.

- 2.10 Whilst the Memorandum of Agreement has served the Project well in its formative stages, in light of the above the stage has been reached where this needs to be strengthened.

3. PROPOSED FORM OF GOVERNANCE

- 3.1 Following professional advice, the Steering Group has concluded that a Collaboration Agreement should be drawn up to enable implementation by the Partners for the next financial year 2009/10.

- 3.2 It is anticipated that the Collaboration Agreement will be for a fixed term with options to renew and will define the relationship between the Partners. The current Memorandum of Agreement simply relies on a three month notice of withdrawal.

- 3.3 The Collaboration Agreement would set out what the Project is seeking to achieve. Other matters that it is anticipated will be included relate to:

- ✚ The operation of the Steering Group (or whatever body supersedes it) and its sub groups , these are likely to include a Land Management Group and a group concerned with Visitors, Access, Economic Development and Education/Community Matters.

- ✚ The role of the Project Manager and any other seconded staff.

- ✚ Services and contributions provided by Partners in cash or kind.

- 3.4 The Collaboration Agreement is a co-operation arrangement, no trading takes place and were this to be a requirement in the future, an alternative arrangement would be required as the Project continues to mature, between all or some of the Partners.

- 3.5 The commitments in relation to the Heritage Lottery Funding run for 5 years. Furthermore, it is anticipated that it is over this same period that some of the wider objectives of the Project can be progressed, for example, significant visitor facilities, access and economic development. A Project of this scale necessarily requires some continuity and stability. A five year term would appear realistically to be the minimum period for any Agreement.

4. RECOMMENDATION

- i) That the principle of entering into a Collaboration Agreement in respect of the Great Fen Project for a five year fixed term, renewable, be approved.
- ii) That the detailed content of the Agreement be the subject of a future report.

Contact Officer: Malcolm Sharp, Director of Environmental & Community Services

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ENVIRONMENT AGENCY (1)

HUNTINGDONSHIRE DISTRICT COUNCIL (2)

THE MIDDLE LEVEL COMMISSIONERS (3)

NATURAL ENGLAND (4)

AND

THE WILDLIFE TRUST FOR BEDFORDSHIRE, CAMBRIDGESHIRE, NORTHAMPTON
AND PETERBOROUGH (5)

COLLABORATION AGREEMENT

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THIS AGREEMENT is made on 2009

BETWEEN:

- (1) Environment Agency, [a public body created by statute], having its administrative offices at Rio House, Waterside Drive, Aztec, West Almondsbury, Bristol, BS32 4UD;
- (2) Huntingdonshire District Council, [a non-metropolitan district local government authority in England], having its administrative offices at Pathfinder House, St Mary's Street, Huntingdon, Cambridgeshire, PE29 3TN;
- (3) The Middle Level Commissioners, [a public body created by statute], having its administrative offices at Middle Level Offices, Dartford Road, March, Cambridgeshire, PE15 8AF;
- (4) Natural England, [a non-departmental public body created by statute], having its administrative offices at 1 High Street, East Parade, Sheffield, S1 2ET; and
- (5) The Wildlife Trust for Bedfordshire, Cambridgeshire, Northamptonshire and Peterborough, a registered charity and company limited by guarantee, having its registered offices at The Manor House, Broad Street, Great Cambourne, Cambridge, CB23 6DH (charity number 1000412) (company number 02534145) (the "**Trust**").

The above are referred to in this Agreement collectively as the "**Parties**" or individually as a "**Party**".

RECITALS

- (A) The Parties entered into a Memorandum of Agreement dated 27 March 2007 (the "**Memorandum**"). This Agreement substitutes the Memorandum in its entirety.
- (B) The Parties wish to continue to work together to manage the Great Fen Project as described in the attached Schedule 1 to this Agreement (the "**Project**")¹. [This needs to be seen and agreed]
- (C) The Parties wish to enter into this Agreement to regulate their respective responsibilities towards the management of the Project.

IT HAS BEEN AGREED AS FOLLOWS:

1. **INTERPRETATION**

In this Agreement, a reference to:

- 1.1 "**New IP Rights**" means any Intellectual Property Rights created in the course of the Project's development or in furtherance of the Project;
 - 1.2 "**Intellectual Property Rights**" means patents, patentable inventions, trade marks, logos, trade names, service marks, registered and unregistered designs, copyrights, domain names, database rights and confidential information including know-how and trade
-

secrets and any rights therein, in each case whether registered or not, and including pending applications for registration of such rights, the right to apply for registration or extension of such rights, rights in goodwill and the right to bring an action for passing off or unfair competition;

- 1.3 a person includes a reference to a corporation, body corporate, association or partnership;
- 1.4 the singular includes the plural and vice versa;
- 1.5 a clause, unless the context otherwise requires, is a reference to a clause of this Agreement; and
- 1.6 "Affiliate" with reference to any Party, means a person which, directly or indirectly, controls or is controlled by or is under common control with such person. For this purpose, "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and
- 1.7 the Schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and references to this Agreement include the Schedules.

2. **TERMINATION OF THE MEMORANDUM**

With effect from the date of this Agreement, the Memorandum be and is hereby terminated.

3. **SCOPE OF AGREEMENT**

- 3.1 The Parties wish to continue to work together to develop, promote, manage and secure funding for the Project as described in Schedule 1 to this Agreement and on the terms set out herein.
- 3.2 The Parties, in consideration of developing, promoting, managing and funding the Project, will exercise good faith and mutual co-operation towards each other in relation to the Project and shall work diligently and use reasonable efforts to achieve the Project.

4. **STEERING COMMITTEE**

- 4.1 The Parties shall appoint a steering committee to supervise and manage the Project and to co-ordinate the activities of the Parties and the Project Manager with respect to all matters relating to the Project (the "**Steering Committee**").
- 4.2 The Parties agree to be bound by the decisions of the Steering Committee on the terms set out herein in so far as those decisions relate to the Great Fen Project.
- 4.3 The Steering Committee shall meet at least six times annually (each a "**Steering Committee Meeting**").
- 4.4 The Parties agree to make available at their own expense the services of individuals to represent a Party on the Steering Committee and to perform the services required by the Steering Committee in furtherance of the Project.

- 4.5 Each Party will appoint two representatives (the "**Representative**" or "**Representatives**") to the Steering Committee, who (so far as it is reasonably practicable) shall each be authorised to bind the Party appointing such Representative in relation to matters concerning the Project and who shall, subject to this clause 4.5 and clauses 4.6 and 4.7, attend all Steering Committee Meetings. A Party may, from time to time, substitute either or both of its Representatives by written notice delivered to all other Parties.
- 4.6 Each Party hereby appoints the individuals named respectively in Schedule 2 as their first Representatives to the Steering Committee. If a Representative is unavailable to attend a Steering Committee Meeting, he may appoint an alternate to attend in his place by notice delivered to all other Parties in advance of such meeting. Such alternate shall have the same rights and powers as the Representative who has appointed him.
- 4.7 Attendance at Steering Committee Meetings may be in person or by telephone or similar form of communications equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote. All business transacted in this way is deemed to be validly and effectively transacted at a meeting of the Steering Committee. The meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chair of the meeting then is.
- 4.8 Steering Committee Meetings shall be properly convened and held at such times as may be determined by the Steering Committee and in any event not less than six times annually at such place as the Steering Committee may from time to time determine. No Steering Committee Meeting shall normally be convened on less than twenty eight days' notice, but extraordinary Steering Committee Meetings may be convened by giving not less than 48 hours' notice if the interests of the Project would in the opinion of a Representative be likely to be adversely affected to a material extent if the matters to be addressed at such Steering Committee Meeting were not dealt with as a matter of urgency.
- 4.9 Each notice convening a Steering Committee Meeting shall contain an agenda specifying in reasonable detail all the matters to be discussed at the meeting and shall, where appropriate, be accompanied by any relevant paper for discussion at the meeting.
- 4.10 No business shall be transacted at any Steering Committee Meeting unless a quorum is present. Subject to clauses 4.6 and 4.7, a quorum shall be present where each Party is represented at the commencement of and throughout such Steering Committee Meeting.
- 4.11 If a quorum is not present within half an hour from the time appointed for the meeting, or if during the meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day seven days later at the same time and place unless otherwise agreed by the Steering Committee. If at an adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall stand adjourned to the same day seven days later at the same time and place unless otherwise agreed by the Steering Committee. If a quorum is not present at a meeting within 3 months of the date of the first adjourned meeting this Agreement shall terminate in accordance with the

provisions of clause 12.3. Notice of a meeting adjourned for absence of a quorum shall be given to all Representatives.

- 4.12 The Representatives shall as soon as reasonably practicable following the date of this Agreement appoint from amongst their number a Representative who shall act as Chair of the activities of the Steering Committee (the "**Chair**") or unanimously elect a Chair who is not a representative. The Representatives shall from then on appoint a Chair each year on the anniversary of the Chair's first appointment until termination of this Agreement.
- 4.13 The Steering Committee shall, from time to time, appoint an individual of its choosing for the purpose of administering the Steering Committee (the "**Project Secretary**"). The Project Secretary may be appointed from among the Representatives.
- 4.14 The Project Secretary shall:
 - 4.14.1 take and keep minutes of all decisions made at each Steering Committee Meeting and, after each meeting, promptly provide copies of such minutes to all Parties; and
 - 4.14.2 perform the matters assigned to him or her by the Steering Committee from time to time.

5. **DECISIONS OF THE STEERING COMMITTEE**

- 5.1 Except as expressly contemplated to the contrary in this Agreement, decisions taken by the Steering Committee will be taken on the basis of each Party having one vote notwithstanding the number of Representatives present at a Steering Committee Meeting in respect of a Party.
- 5.2 Subject to clauses 5.4 below, all decisions of the Steering Committee put to the vote shall be approved if supported unanimously by the Parties present at the meeting.
- 5.3 The scope of this Agreement and the authority conferred on the Steering Committee by this Agreement shall not extend to any decision relating to the acquisition (by way of freehold, leasehold or otherwise) or disposal (by way of sale, transfer, assignment, lease, tenancy, charge, mortgage or holding on trust) of land by a Party.
- 5.4 The Middle Level Commissioners shall not be entitled to vote on any proposed resolution or decision of the Steering Committee where such resolution or decision would result directly in expenditure being incurred by a Party in relation to the Project.

6. **WORKING GROUP FORMATION**

- 6.1 The Steering Committee shall be entitled to appoint a working group or groups consisting of one or more Parties and may delegate any aspect of the Project to any such working group provided that the constitution of any such working group shall include the Project Manager or his designated representative. Any such delegation may be made subject to any conditions the Steering Committee may impose. A working group shall otherwise co-ordinate its affairs in such manner as it thinks fit, save that it shall have no authority to commit any Party or the Steering Committee to enter into any legal

commitment and/or incur any cost expense or liability on its behalf without the express prior unanimous approval of the Steering Committee.

- 6.2 Any working group formed under clause 6.1 will regularly report back to the Steering Committee or at such intervals as the Steering Committee may direct.
- 6.3 The Steering Committee will constitute a forum to engage with stakeholders and interested parties in an advisory capacity.

7. **PROJECT MANAGER**

- 7.1 At the date of the agreement the Trust employs a Project Manager to manage the project (“the Project Manager”). For the avoidance of doubt the Trust is the employer of the Project Manager and is responsible for his/hers day to day management, health and safety, any insurance that is legally required, and ensuring payment of the Project Manager’s salary, expenses, costs, disbursements, income or other taxes, pensions, national insurance contributions and dues of any kind arising out of the employment or other engagement of the Project Manager.
- 7.2 The Steering Group may elect that a Party employ the Project Manager upon the same terms as clause 7.1 above and 7.5 below.
- 7.3 Entirely at its own discretion the employing organisation shall be entitled to replace the Project Manager at any time during the term of this Agreement so long as it bears any additional Project Management Costs or Project Costs and/or Obligation (detailed in clause 8 below) that the replacement of the Project Manager causes unless otherwise agreed by Steering Committee.
- 7.4 The Steering Committee will procure that Project Manager shall:
 - 7.4.1 lead the day to day management of the Project, including but not limited to the financial management of the Project;
 - 7.4.2 deliver to the Steering Committee, at such intervals as the Steering Committee may determine, such financial or management accounting information relating to the affairs of the Project as the Steering Committee may require; and
 - 7.4.3 such other information or reports as the Steering Committee may request from time to time.
- 7.5 The Trust (or such other party in accordance with Clause 7.2) shall procure that the Project Manager performs the matters assigned to him by the Steering Committee from time to time.
- 7.6 The Project Manager shall report regularly to the Steering Committee with updates on the Project at such times and in such manner as the Steering Committee may decide from time to time.

- 7.7 The Project Manager shall have no authority to commit any Party to enter into any legal commitment on his/her behalf without the express unanimous approval of the Steering Committee.

8. **PROJECT MANAGEMENT COSTS**

- 8.1 Subject to clause 8.5 and 8.8, all costs, fees and expenses properly incurred in accordance with the terms of this Agreement by the Steering Committee, or any of its member organisations, or any working group (including, without limitation, the Project Manager's salary, and all costs, fees and expenses related to any independent provider of professional or other services to the Steering Committee or any working group, but specifically excluding any payment for personal injury, unfair dismissal, wrongful dismissal or any claim relating to discrimination of any kind and any claim relating to the Project Manager terms of employment) in connection with the management of the Project ("**Project Management Costs**") will be shared equally by the Parties (other than the Middle Level Commission).

- 8.2 Each Party (other than the Middle Level Commissioners) hereby agrees, by way of an initial contribution towards the Project Management Costs, to commit £20,000 each, which amount shall be paid within 28 days of the date of this Agreement to the Trust and held on trust by it for the sole purpose of such contribution being applied to discharge the Project Management Costs.

- 8.3 In the event of the cessation of the employment of the Project Manager necessitating a payment by the Trust over and above a final salary payment (the "Severance Package") then if such cessation is as a result of the termination of this Agreement (howsoever determined) or as a result of any decision of the Steering Committee then the costs of the Severance package will be regarded as Project

Management Costs with (in the case of a Project Manager who was an employee of the Trust prior to 1st April 2001) a contribution from the Trust commensurate with its legal obligations as an employer for the period prior to 1st April 2001.

- 8.4 Within 30 days of the commencement of each financial year, each shall contribute £20,000, or such other amount as the Steering Committee may unanimously agree from time to time, towards Project Management Costs, which amount shall be paid to the Trust and held by it on the basis stated in clause 8.2. For the purposes of this clause 8.4 and 8.4, unanimity shall be construed to exclude the Middle Level Commissioners who shall not be entitled to exercise any vote in relation to the matters contemplated by this clause 8.4.

- 8.5 All Project Management Costs shall be subject to an annual budget which shall require the approval of the Steering Committee in accordance with clause 4.

- 8.6 The Parties acknowledge that in addition to the contributions contemplated in clauses 8.2 and 8.4, further funds may be necessary from time to time to fund Project costs and each Party may commit and pay such further funds from time to time as the Steering Committee may unanimously agree and as may be required to discharge the additional Project costs.

- 8.7 None of the Parties, Representatives, the Steering Committee or any working group formed shall bind or otherwise commit the credit or capital of another Party or otherwise be obliged to provide security or guarantees in relation to the Project (including Project costs).
- 8.8 The Middle Level Commissioners shall be under no obligation to make any contribution towards the Project Management Costs as contemplated in this clause 8.8.
- 8.9 In the event that unanimity of the Steering Committee cannot be obtained as to decisions in relation to Clauses 8.3 and 8.4 then this Agreement shall automatically terminate.
- 8.10 In the event that the Trust, with the prior unanimous approval of the Steering Committee, enters into a contract, agreement or ongoing obligation for the furtherance of the Project (an "Obligation") and where ongoing costs of such Obligation are being borne as part of the Project Management Costs, then:
- 8.10.1 the other Parties (other than the Middle Level Commissioners) covenant with the Trust to indemnify it against any ongoing liability in such Obligation; and
- 8.10.2 such indemnity shall continue, following the termination of this Agreement
- in each case, any contribution required under this clause shall be borne by the relevant Party in the same shares as their initial contribution to the Project Management Costs for such Obligation.
- 8.10 The Trust shall keep and maintain full and accurate records and all receipts showing how the Parties' contributions to the Project have been paid on the Project Management Costs describing such items in sufficient detail to enable the Parties to identify them.
- 8.11 Where any item referred to in clause 8.10 is purchased partly with the Parties' contributions and partly with money from other sources, the records shall clearly indicate the proportion of the purchase price of that item which is attributable to the Parties' Contributions.
- 8.12 The Trust shall preserve all the records referred to in this clause 8.10 & 8.11 for until such time as the all of the Parties notify the Trust that such records (or any of them) can be destroyed, or for five years after the agreement comes to an end.

9. **PROVISION OF SERVICES**

- 9.1 The Parties acknowledge that their respective participation in the Project arises from the unique contribution a Party is able to make to facilitate successful delivery of the Project.
- 9.2 Subject to a Party's statutory duties and due process, each of the Parties accordingly agree in good faith to contribute or procure the contribution of such services or assistance that are within its power or control as may be necessary or desirable to promote the success of the Project and, if requested by the Steering Committee, to bring to bear such powers and authority as may be reasonable to promote the success of the Project.

- 9.3 No Party shall be obliged to second personnel to the Project other than on terms as may be agreed by a seconding Party and the Party requesting the support of a secondee.

10. **FULL DISCLOSURE**

Each Party intends, in good faith, to disclose to the other, information it may have which is material in connection with the Project, but no Party shall be responsible to the other, whether through negligence or for any other reason of any nature whatsoever, except fraud, for any failure to disclose any such information, or for any mistake, misrepresentation or omission in such information.

11. **NEW PARTIES**

- 11.1 Subject to the prior unanimous approval of the Steering Committee, the Parties may include additional third parties in the co-ordination of the Project under the terms herein ("**New Parties**").
- 11.2 The Steering Committee will procure that any New Party undertakes in writing in an addendum to the Agreement to be bound by the terms of this Agreement to the same extent as the Parties hereto and meet the associated legal costs

12. **TERMINATION**

- 12.1 The Parties may, by a vote of the Steering Committee in accordance with clause 5.2, terminate the involvement of any Party in this Agreement where such Party is in material or continuous breach of any of the provisions of this Agreement by giving 28 days' prior written notice to such Party. For the purposes of this clause 12.1, the Party being the subject of a vote (the "**Breaching Party**") contemplated by this clause shall not be entitled to vote on any such decision and the requirements of clause 5.2 shall be construed so as to exclude the Breaching Party.
- 12.2 The Parties may by a unanimous vote of the Steering Committee terminate this Agreement.
- 12.3 This Agreement shall terminate upon the date which is the earlier of:
- 12.3.1 termination of this Agreement by all Parties in accordance with Clause 12.2;
 - 12.3.2 the expiry of 5 years from the date of this Agreement (or such longer period as may be determined by the unanimous agreement of the Steering Committee).
 - 12.3.3 termination of this Agreement in accordance with Clause 4.11.
 - 12.3.4 a lack of a unanimous decision in accordance with Clause 8.8.
- 12.4 Save and except as otherwise provided herein, the provisions of Clauses 10, 13, 14, and 17 to 23 shall survive the termination of this Agreement, provided, however, that termination hereunder shall not relieve any Party of liabilities accrued under this Agreement prior to the date of termination, including any liability pursuant to Clause 8.9.
- 12.5 On termination of the Agreement, a statement shall be drawn up of the remaining funds held by the Trust pursuant to this Agreement, together with any outstanding liability of

the Trust in relation to the Project Management Costs and once such statement has been agreed between the Parties, the Trust shall reimburse the remaining monies to the contributing Parties, pro rata to their initial contributions.

- 12.6 Without prejudice to the rights and obligations of the other Parties to each other under this Agreement which shall continue, any Party (“the Withdrawing Party”) may withdraw from this Agreement by giving 3 months’ notice of termination to the Steering Committee together with a full explanation for the reasons for the termination. The remaining Parties will consider the impact of the withdrawal of the Withdrawing Party and decide upon appropriate action to maintain implementation of the Project. The remaining Parties will not be required to take on the responsibility or financial liability of the Withdrawing Party however should the remaining Parties choose to increase their contribution, financial or otherwise, then this will be reflected in an Addendum to the Agreement, signed by all the remaining Parties.

For the avoidance of doubt:

- 12.6.1 the provisions of clause 12.4 will apply to the Withdrawing Party as if the agreement had been terminated in accordance with clause 12.3; and
- 12.6.2 the Withdrawing Party will not be entitled to a return of any contribution made in accordance with clause 8 for the financial year in which they serve notice of their withdrawal.

13. **PUBLICITY**

- 13.1 Each Party agrees to be bound by a press and publicity protocol determined by the Steering Committee from time to time relating to the Project, the terms of this Agreement or activities under this Agreement, including the progress of the Project and any discussions with the other Parties, or others in connection with the Project. The Steering Committee may review the press and publicity protocol from time to time but shall do so at least annually.
- 13.2 Nothing in this Agreement shall restrict a Party from making any statement of disclosure that may be required by law or any applicable regulatory authority or stock exchange, or as may be required for tax or accounting purposes, provided that, such Party shall notify the other Parties in advance about the nature, content and timing of the disclosure.

14. **CONFIDENTIALITY**

14.1 **General**

Subject to clause 14.2, each Party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to:

- 14.1.1 the provisions of this Agreement;
- 14.1.2 the negotiations relating to this Agreement (or any other document referred to herein);
- 14.1.3 the subject matter of this Agreement (or any other document referred to herein);
or
- 14.1.4 the other Parties.

14.2 **PERMITTED DISCLOSURES**

A Party may disclose information which would otherwise be confidential if and to the extent that it is:

- 14.2.1 required by the law of any relevant jurisdiction;
- 14.2.2 required by any securities exchange or regulatory or governmental body to which a Party (or any of its Affiliates) is subject or submits, wherever situated, whether or not the requirement for information has the force of law;
- 14.2.3 disclosed on a strictly confidential basis to the professional legal advisers, auditors and bankers of that Party including without limitation their agents and professional advisers;
- 14.2.4 disclosed on a strictly confidential basis to elected members, Board Members or officers of that Party or to elected members/officers of its Affiliates;
- 14.2.5 the information has come into the public domain through no fault of that Party;
- 14.2.6 the other Parties have given their prior written approval to the disclosure, such approval not to be unreasonably withheld or delayed;
- 14.2.7 required to enable that Party to enforce its rights under this Agreement; or
- 14.2.8 required to enable the registration of any interest in land at the Land Registry, provided that exempt information applications shall be made wherever practicable.

15. **INTELLECTUAL PROPERTY**

- 15.1 The Parties own the New IP Rights jointly in equal shares.
- 15.2 The Parties as joint owners shall:
 - 15.2.1 each be free to use of any New IP Rights for its statutory, teaching, research or other business purposes and shall be permitted to develop them further for such purposes, which shall not include commercial purposes, and to sub-licence them to others on a non-exclusive basis for those purposes. Any use or sub-licensing of the New IP Rights by the owning Parties for commercial purposes shall be subject to the separate agreement between the owning Parties which if

agreed shall be on fair, reasonable and non-discriminatory terms and subject to reasonable revenue sharing arrangements;

- 15.2.2 agree between them whether applications for protection of Intellectual Property Rights shall be filed and the sharing between them of the costs of the processing of all applications for such protection for the New IP Rights; and
- 15.2.3 share between them all income generated from the commercial exploitation of the New IP Rights, after deduction of any costs incurred for protection or use of the New IP Rights in equal shares.
- 15.3 The Parties shall do all things reasonably necessary to vest ownership of the New IP Rights in the owners in the manner set out in this clause 15.
- 15.4 All Intellectual Property Rights which a Party introduces to or utilises in connection with the Project for the purposes of the Project whether such Intellectual Property Rights owned by or licensed to that Party (“**Background Rights**”) will remain the property of the owner of those rights. Each Party grants to each other Party subject to clause 15.6 a perpetual, royalty-free and charge-free (except where it is not able to do so and makes such declaration in accordance with clause 15.5, worldwide non-exclusive and non-transferable licence to use such Background Rights only insofar as is necessary for the purposes of the Project, the carrying out of this Agreement, and the use of the New IP Rights in accordance with this clause 15.
- 15.5 Without prejudice to the generality of clause 15.4, a Party may charge a reasonable royalty and/or impose restrictions for use of Background Rights only where that Party is itself subject to such obligations to a third party and only where the Parties have agreed in writing in advance of provision of those Background Rights a fair, reasonable and non-discriminatory fee for the use of them.
- 15.6 At the termination of this Agreement or should the relevant party withdraw from this Agreement each Party shall return all property in which Background Rights subsist to the Party introducing them to the Project. No such property or copies of it shall be retained other than where ongoing possession is required in order to use the New IP Rights as permitted by this Agreement.
- 15.7 Each Party warrants to each other Party and will warrant at the time of each such provision that to the best of its knowledge, information and belief at the time of provision none of the Intellectual Property Rights, the Background Rights and New IP Rights provided by that Party will be in breach of any third party’s Intellectual Property

Rights and it shall indemnify the other Parties against any loss, liability or costs arising from third party claims in respect of any such breach whether actual or alleged.

- 15.8 The Parties shall procure from its employees, agents and contractors that the other Parties have the benefit of the licence in respect of all relevant Intellectual Property Rights in accordance with this Condition 15.
- 15.9 For the avoidance of doubt no steps taken to protect the New IP Rights shall amend a Party's rights to use the same as set out in this Agreement.

16. **THIRD PARTY RIGHTS**

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

17. **RELATIONSHIP OF PARTIES**

- 17.1 Except to the extent expressly stated to the contrary, no Party to this Agreement is (and this Agreement shall not constitute any Party) the partner or agent of any other, and no Party is authorised to bind any other Party or incur liabilities on its behalf.
- 17.2 This Agreement is not intended to and shall not be construed as creating any joint venture, partnership or other form of business association between the Parties nor shall anything in this Agreement be construed as providing for the share of profits or losses arising out of the efforts of the Parties.

18. **NO CONSEQUENTIAL LOSS**

No Party shall be liable to any other for any loss of profits, loss of goodwill or any other indirect, consequential or special loss or damage of any nature whatsoever and each Party hereby releases the others from any such liability.

19. **NO CONFLICTS**

- 19.1 The Parties acknowledge that:
- 19.1.1 Clifford Chance LLP has advised the Trust in connection with the drafting, negotiation and preparation of this Agreement;
- 19.1.2 Clifford Chance LLP and the individual lawyers involved in connection with the drafting, negotiation and preparation of this Agreement shall remain free to act in relation to the Project and on behalf of any project vehicle established in connection with the Project notwithstanding such involvement; and
- 19.1.3 Clifford Chance LLP is under no obligation to disclose to any Party any confidential information obtained from or disclosed by the Trust in connection with the drafting, negotiation or preparation of this Agreement.

20. **GENERAL**

- 20.1 This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes any previous agreement between or representation by any Party to another concerning the subject matter.
- 20.2 Each Party warrants and represents to the other Parties that it has the necessary capacity and authority to enter into this Agreement.
- 20.3 No variation of any of the terms of this Agreement shall be effective unless it is made or confirmed in writing and signed by or on behalf of each of the Parties.
- 20.4 No delay or forbearance of any Party in exercising any right under this Agreement shall affect the ability of that Party subsequently to exercise the right or to pursue any remedy, nor shall that delay or forbearance constitute a waiver of any other right.
- 20.5 This Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

21. **NOTICES**

- 21.1 Any notice to be given under this Agreement shall be in English and made in writing.
- 21.2 A notice may be delivered personally to a Party's Representative, sent by pre-paid letter or delivered by courier, as per the relevant contact details in Schedule 2, or as per any contact details notified to the Parties from time to time in writing and any such notice should be marked for the personal attention of the Party's Representative.
- 21.3 A notice shall be deemed to have been received:
- 21.3.1 if personally delivered, or delivered by courier, at the time of delivery to the recipient;
- 21.3.2 if mailed, three working days, after the envelope containing the notice was delivered into the custody of the postal authorities;

except where, in the case of personal delivery or courier delivery, delivery occurs after 4 p.m. on a working day or on a day which is not a working day in the place of receipt, service shall be deemed to occur at 9 a.m. on the next following working day in that place, and for this purpose "working day" means a day on which the banks in that place are open for business in the ordinary course, other than Saturdays and Sundays.

22. **ASSIGNMENT**

No Party may assign any part of its rights or obligations under this Agreement.

23. **GOVERNING LAW AND JURISDICTION**

- 23.1 This Agreement shall be governed by and interpreted according to the laws of England and Wales.
- 23.2 The courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection

with this Agreement (respectively, "**Proceedings**" and "**Disputes**") and, for such purposes, each Party irrevocably submits to the jurisdiction of the courts of England.

23.3 Each Party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum.

24. THE PARTIES' STATUTORY ROLE

24.1 Nothing in this Agreement shall prejudice or affect the Environment Agency's and/or Natural England's and/or Huntingdonshire District Council's exercise of its functions, duties, powers, rights, jurisdictions and obligations conferred, arising or imposed under any legislative provision, enactment, byelaw or regulation whatsoever.

24.2 Nothing in this Agreement shall operate as a statutory approval consent or licence from the Environment Agency and/or Natural England as may be required to effect the terms of this Agreement or achieve the objectives of the Project.

25. AUDIT

25.1 For the purposes of the relevant Party's audit only the Trust shall permit the Parties, the National Audit Office and/or anyone acting on behalf of any of them to have access at reasonable times to and take such copies as they think fit of any of the Trust's documents (whether in written or electronic format) (including, without limitation, accounts) that relate to the Project save where the documents are exchanges between the Trust and its professional advisers.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date first written above.

EXECUTED by the Parties

Signed by [*insert name*])
a duly authorised)
representative of/for and)
on behalf of The Environment Agency:)

_____ Signature

Signed by [*insert name*])
a duly authorised)
representative of/for and)
on behalf of Huntingdonshire District Council:)

_____ Signature

Signed by [*insert name*])
a duly authorised)
representative of/for and)
on behalf of The Middle Level Commissioners:)

_____ Signature

Signed by [*insert name*])
a duly authorised)
representative of/for and)
on behalf of Natural England:)

_____ Signature

Signed by [*insert name*])
a duly authorised)
representative of/for and)
on behalf of The Wildlife Trust for)
Bedfordshire, Cambridgeshire, Northampton)
and Peterborough:)

_____ Signature

SCHEDULE 1

The Great Fen Project

The Great Fen Project was initiated in 2001 to reverse the historic loss of wildlife habitat in the Fens and particularly to halt the deterioration of the Woodwalton Fen National Nature Reserve (NNR) due to flooding and Holme Fen NNR due to over drainage. Detailed research concluded that acquiring and restoring a 3,700 ha wildlife habitat was most environmentally resilient and sustainable way of protecting the fragile wetland flora and fauna within these reserves and creating an inspirational place to visit.

The Great Fen Project will also create major access and tourism opportunities that will stimulate diversification in the economy, benefiting the communities in and around the project area.

The Project encompasses an area of 3700 hectares to the east of the East Coast mainline railway, south of Peterborough (outlined on accompanying map). It lies entirely within the district of Huntingdonshire in Cambridgeshire. Within the core project area there are two National Nature Reserves. Woodwalton Fen and Holme Fen NNRs contain many species and habitats of conservation interest. Both are protected under UK legislation as Sites of Special Scientific interest. Woodwalton Fen is also recognised as internationally important for wildlife.

The Fens have been comprehensively drained and are now dominated by arable agriculture. Farming remains an important sector in the Cambridgeshire rural economy but the almost wholesale conversion of the fens to agriculture has created issues that need addressing. Over 99% of the original fen wetland habitats have been lost and remaining sites are small and in danger of long term decline due to a range of factors such as,

- immediate external impacts e.g. drainage and chemical spray drift,
- management of water levels for farming,
- habitat fragmentation which limits the mobility of wide-ranging species and threatens genetic integrity
- Effects of climate change which may cause changes to habitats and species which are unlikely to sustain their present levels in small and fragmented sites.

Woodwalton Fen is used as a flood storage facility for the Middle Level system. The occasional flooding it receives is now thought to be having a long-term detrimental impact on the site and must therefore be addressed. Conversely, Holme Fen is very dry because drains that serve farmland to the west flow through the reserve to a drainage pump in the east. Consequently the most south-easterly raised bog in England at Holme Fen is drying out and in danger of eradication.

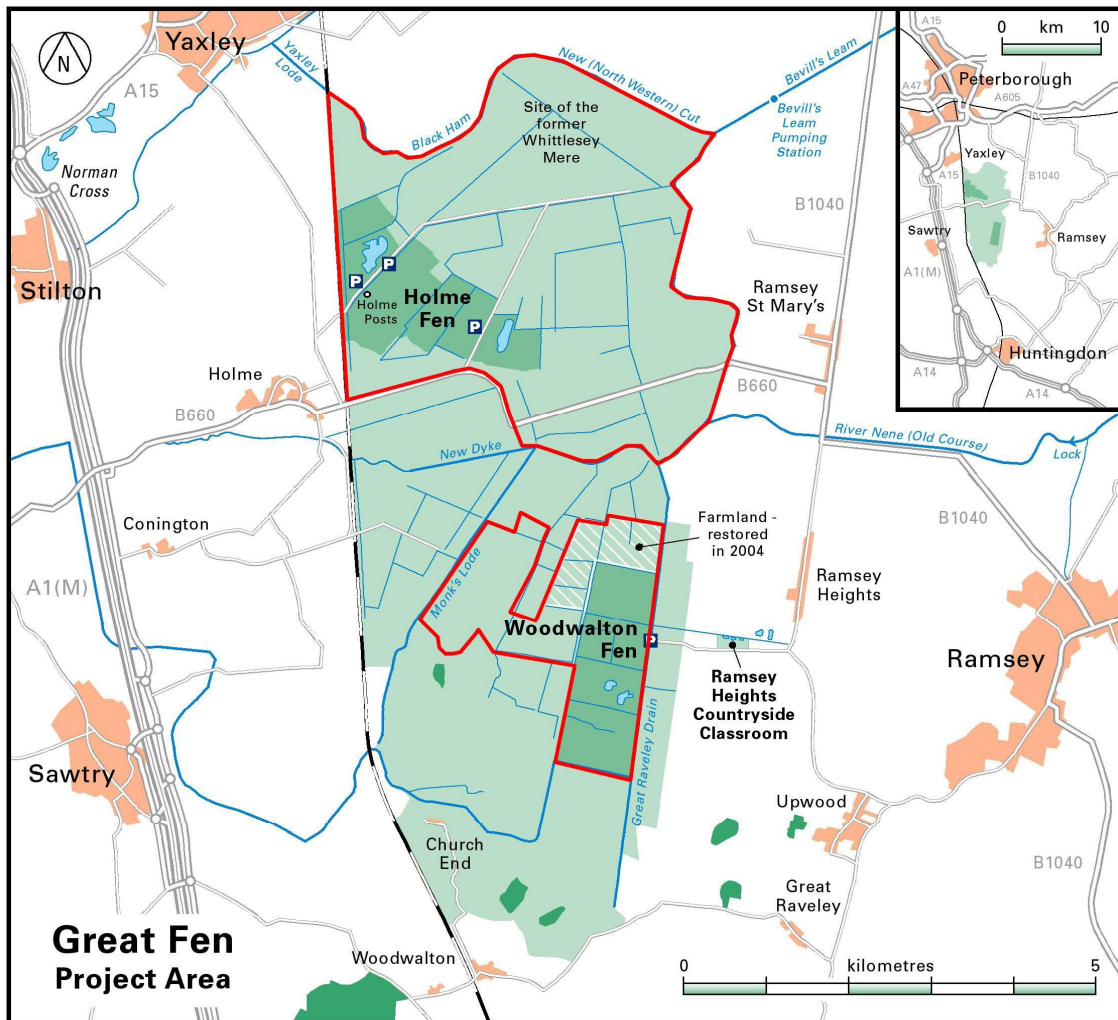
Small sites that are widely separated from comparable neighbours cannot conserve species and habitats as well as larger sites can. There is general agreement that climate change will exacerbate this problem, as species may need to adapt to changes by moving to areas of suitable climate to survive.

In addition to wildlife impacts, the fens landscape provides little opportunity for outdoor recreation and access via footpaths is more limited here than elsewhere. The number of people living in the area is increasing year on year, placing more pressure on existing facilities.

Peterborough continues to expand, including a new township at Hampton, bringing the city to the doorstep of the Great Fen project area and in Huntingdonshire developments at Yaxley and Huntingdon are also close by. The Great Fen Project will address these issues by enlarging and connecting the nature reserves, restoring habitats and creating new access to the countryside for all to enjoy.

It will also be an important stepping stone to enable linkages to other initiatives in the area such as the South Peterborough Green Parks. Together these will form one of the most important integrated landscape-scale initiatives anywhere in Europe.

Arable farming relies on the fertile, peaty soils found in the Fens for growing profitable crops such as sugar beet and potatoes. This type of farming depletes the peat resource and once the peat has been completely lost only combinable crops (such as wheat and barley) will be able to be grown. Current estimates suggest much of the peat in the Great Fen area could be exhausted within 100 years. The Great Fen Project will halt this depletion and offers the opportunity for sustainable social and economic development, combining nature conservation, public access and potential economic activities such as reed cutting or livestock management. Beyond the boundaries of the Great Fen there will be opportunities to meet the needs of the project and its visitors, extending the economic benefits across a wider area.



SCHEDULE 2

Party Contact Details and Steering Committee Representatives

Party	Steering Committee Representatives	Address	Telephone / Facsimile	E-mail Address
The Environment Agency	[name 1] and [name 2]	[Rio House, Waterside Drive, Aztec, West Almondsbury, Bristol, BS32 4UD]	Tel: [•] Fax: [•]	[•]
Huntingdonshire District Council	[name 1] and [name 2]	[Pathfinder House, St Mary's Street, Huntingdon, Cambridgeshire, PE29 3TN]	Tel: [•] Fax: [•]	[•]
The Middle Level Commissioners	[name 1] and [name 2]	[Middle Level Offices, Dartford Road, March, Cambridgeshire, PE15 8AF]	Tel: [•] Fax: [•]	[•]
Natural England	[name 1] and [name 2]	[1 High Street, East Parade, Sheffield, S1 2ET]	Tel: [•] Fax: [•]	[•]
The Trust	[Nicholas Hammond] and [name 2]	[The Manor House, Broad Street, Great Cambourne, Cambridge, CB23 6DH]	Tel: [•] Fax: [•]	[•]

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**GREAT FEN COLLABORATION AGREEMENT
(Report by the Overview and Scrutiny Panel (Environmental Well-Being))**

1. INTRODUCTION

- 1.1 At its meeting on 14th July 2009, the Overview and Scrutiny Panel (Environmental Well-Being) considered a report by the Director of Environmental and Community Services summarising the proposal for the Council to enter with other organisations a Great Fen Collaboration Agreement. Item No 6 of the Cabinet agenda refers.

2. DELIBERATIONS

- 2.1 The Panel has accepted that a collaboration agreement offers the most appropriate arrangement between the various partners at the present stage of the development of the Great Fen Project. The Panel also has reiterated its support for the Council's involvement in the project to represent the views of the local community and provide democratic input into the project.
- 2.2 With regard to the collaboration agreement itself, the Panel raised two issues where it was felt that greater clarity was required, i.e,
- While the content of section 7.1 appears intended to cover all of the salary costs of the Project Manager which will be the responsibility of the local Wildlife Trust, it does not refer explicitly to all potential costs such as severance or personal injury claims. The Panel felt that the wording could be more precise to avoid future ambiguity.
 - Concern was expressed that the confidentiality provisions in section 14 might prevent future scrutiny and transparency in the management of the project. The Panel suggests that the section should be redrafted to ensure that scrutiny is not precluded.
- 2.3 Having regard to the significance of the project and its potential impact on both the local community and the environment, the Panel also felt that an annual report should be compiled and presented to the partners on progress towards the achievement of the project aims and objectives. The Panel recommends that Cabinet seek the preparation of an annual report which the Panel would wish to scrutinise.

3. CONCLUSION

- 3.1 The Cabinet is invited to consider the comments of the Overview and Scrutiny Panel (Environmental Well-Being) as part of its deliberations on the Great Fen Collaboration Agreement.

**Contact officer: Mrs J Walker, Trainee Democratic Services Officer
(01480) 387049**

SAFETY ADVISORY GROUP 10 JUNE 2009

AGENDA ITEM 4 – COLLECTION OF MATERIAL FROM RECYCLING BRING SITES

OBSERVATIONS OF UNISON APPOINTED SAFETY REPRESENTATIVE

The HSE Inspector's report

The inspector's opinion is that *"the risk of injury to operators individually handling Eurobins is high and an appropriate means of reducing the risk would be to ensure that two operators perform this task."*

It seems to me that the key word here is "ensure": this means to "make safe or certain" not merely to provide opportunity, the take up of which is dependent upon choice. In short, the current system whereby operatives "can call on assistance when faced with having to move a bin....." is not the same as ensuring that assistance will **actually** be available if and when an operative deems it necessary. The HSE inspector acknowledges this in paragraph 4.1 of his report in which he considers it "prone to failure".

In paragraph 3.6 he acknowledges that there has been a relatively low number of injuries associated with this activity but attributes this to the fact that there is a small number of operatives who carry out the task regularly, rather than the level of injury risk which he variously describes as "high", "higher than average", "increased" and "significant". He concludes that the task "requires two operators in order for the risks to be kept to a lower level" and that this is underpinned by effective training and awareness.

He acknowledges that there are several other risk control measures in place but expresses doubt about the effectiveness of site maintenance because of the extent to which the council could monitor standards and ensure repairs at sites which are privately owned.

The Head of Operations' report

Paragraph 2.2 – *"the revised arrangements enable employees to call for assistance"*. This does not mean that operators will actually call for assistance especially if they have any doubt about the practical availability of that assistance were they to do so.

Paragraph 2.3 – *"incidents have arisen when the revised procedure was not followed correctly"*. This poses the following questions:

Why wasn't the procedure followed?
Was it because the procedure isn't workable?

Paragraph 3.4 – the operating cost of the service would increase by over £40k per annum if the operation was a two person activity.

Does this sum assume two operators **and** two vehicles attending each site?
Wouldn't a system involving two operators on the same vehicle be cheaper?

Paragraph 3.5 – “*the HSE report doesn’t reflect the existence of the arrangement whereby employees can call on assistance*”. In fact, the HSE report does acknowledge this in paragraph 4.1.

Paragraph 3.6 – *the current arrangements “ensure that assistance is available”*. The discussions that Christine and I had with the two operators suggest that this is not the case.

Paragraph 4.2 – “*the remedial measures.....provide a managed solution.....*”
The central plank of the council’s position is the ability of the operators to call for assistance when they deem it necessary **and** an assumption that said assistance will actually be available. The discussions that Christine and I had with the operators suggest that this is not a workable arrangement and as such undermines the council’s position.

Conclusion

The HSE inspector’s report states that the risk of manual handling injury is high and advocates team handling as an effective and straightforward risk reduction measure. Notwithstanding the increased cost of these arrangements, the council would find it very difficult to demonstrate compliance with its statutory duties were it not to introduce team handling. Furthermore it would also be difficult to defend any personal injury claims that arose out of single person operations.

Discussions with the operators suggest that calling for assistance is not a workable arrangement. Christine and I have referred to this in more detail in our discussion notes and she will no doubt share those views with the group at the meeting. I’m bound to ask whether the actual practicability of the arrangements was discussed with the operators prior to implementation.



Keith Lawson FCIEH MSc

4 June 2009

**COLLECTION OF MATERIAL FROM RECYCLING BRING SITES
(Report by the Head of Operations)**

1. PURPOSE OF REPORT

- 1.1 This report reviews the report into operational procedures used at bring sites across the district produced by the Health and Safety Executive Corporate Specialist Division. The report was commissioned following a request from the Health and Safety Advisory Group that the matter be examined in detail. A copy of the report has been circulated to all members of the Group.

2. BACKGROUND

- 2.1 Over the past 10 years there have been a number of accidents and incidents involving employees emptying 1100 litre wheeled bins at recycling bring sites across the district. In line with normal practice, all such reports were reviewed and investigated in order to develop improved working practices to minimise risk.
- 2.2. A number of these injuries resulted from employees trying to move bins that were either too heavy, or positioned in such a way as to make moving them difficult. In response to these events, revised working arrangements were introduced that enabled employees faced with heavy or misaligned bins to call for assistance to move them. This system has been in place for about 2 years now.
- 2.3 There have been very few incidents since the revised arrangements were introduced and those that have occurred, did so when the revised procedure was not followed correctly.

3. INFORMATION

HSE Report

- 3.1 The report looks at the physical siting of bins at bring sites, the condition of those sites, the condition of bins and the arrangements in place for carrying out emptying. The report is very helpful, in that it confirms the observations made by our own safety professionals in their assessment of the risks associated with the particular activity.
- 3.2 In his executive summary to the report, the author concludes that

“In my opinion, the risk of injury to operators individually handling Eurobins is high and an appropriate means of reducing the risk would be to ensure that the two operators perform the task”.

The above statement is factual and officers would not disagree with it. Using two people to undertake any task that involves significant manual effort will always be the best option if it is practical and viable.

- 3.3 As responsible employers, we have a duty under health and safety legislation and as a matter of good practice, to either eliminate, or minimise as far as is reasonably possible, the risks associated with our work activity. Where elimination of risk is not possible without a disproportionate cost that would make the activity untenable, our responsibility is to put in place measures that reduce the level of risk to acceptable levels.
- 3.4 In the case of this service; following up on the incidents that had taken place, we considered the possibility of making this operation a two person activity. Were we to do this, it would increase the revenue operating cost of the service by over £40k per annum, putting the continued provision of the service at serious risk, along with the jobs of the employees concerned.
- 3.5 As an alternative, working arrangements were devised which ensure that employees can call on assistance when faced with having to move a bin that would present a potential manual handling problem. Although these arrangements have been in place for some considerable time, their existence is not reflected in the HSE report.
- 3.6 The current arrangements, which ensure that assistance is available, are sufficiently robust as to reduce the risks associated with this task to acceptable levels.
- 3.7 A key point of the HSE report revolves around the employee's ability to assess how heavy any bin will be. As part of normal operating practice, the employees undertaking this activity are required to check how full any bin is before emptying, both to assess weight and also to assess the volume of material collected as this affects any reward paid to those providing the sites. Because of this, there is surety that a ready assessment of the volume of material contained in a bin and hence the likely weight of the bin is known before any attempt is made to move it.

4. SUMMARY

- 4.1 There are many work activities undertaken by employees within the Operations Division that involve significant risk, particularly in relation to manual handling. In managing and operating services that involve high level risks, there needs to be a balance that eliminates where possible and minimises and manages residual risk where elimination is impractical. In achieving the above, the cost of elimination measures needs to be a significant consideration in circumstances where such costs could result in the service being withdrawn altogether.

4.2 The risks associated with emptying bins at our recycling bring sites have long been recognised as being relatively high, but the remedial measures currently in place recognise those risks and provide a managed solution that enables the service to continue to be provided.

5. RECOMMENDATION

5.1 The Safety Advisory Group are requested to note the above views when considering any recommendations in respect of future staffing levels for this service activity.

BACKGROUND INFORMATION

HSE Report – Corporate Specialist Division 4.

Contact Officers: **Robert Ward**
 Head of Operations
 📞 **01480 388635**

Steven Howell
Operations Division Health and safety Advisor
📞 **01480 388863**

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Discussion with the 2 operators of 1100 & 1280 litre wheeled bins on 26 May 2009

Present: Billy Hickey (BH) – Driver/Loader
 Kevin Hickey (KH) - Driver/Loader
 Keith Lawson (KL) - Safety Representative & EHO
 Christine Rowland (CR) – H&S Adviser

KL explained the reason for the meeting i.e. to establish whether the recently introduced temporary safe working procedure was being carried out in practice. This procedure requires both vehicles and both drivers to attend each site to ensure that two men are available to handle the heavy 1100 litre wheeled bins.

Findings:

BH & KH have been employed on the mini-recycling service for approximately 7 and 1.5 years respectively.

Whilst they were aware of the procedure it quickly became apparent that they were unable to comply with it due to the nature of their individual work schedules – one (KH’s) of the vehicles is used for 3.5 days every week to empty skips at various sites across the district. For the remaining 1.5 days that vehicle is used for glass collection. The other vehicle (BH’s) is used solely for glass collection.

Occasionally the two vehicles’ respective schedules are such that they are in the same locality. However the layout of several sites is such that the drivers are unable to park their vehicles close enough together to be of practical assistance to one another. As a result, they rarely work together in pairs, nor do they call one another for assistance. Moreover, if they did this, they claimed that they would never finish their rounds.

A copy of their schedules is outlined below.

Weekly schedule

Day	BH (Glass lorry)	KH (Glass/Paper/Skips)
Monday	Glass	Glass
Tuesday	“	Glass: Collect and tip at Buckden Paper**: Collect and off-load full body to EFH
Wednesday	“	Skips: Schools
Thursday	“	Skips Paper: collect ** from EFH & tip Paper: collect, tip and take empty body to EFH
Friday	“	Skips – PFH Glass: The Fox PH Folksworth - special trip because landlord won’t open earlier than 10am Paper: Collect remaining or, if time permits - Glass: help BH

NB. The operatives' workload increases significantly after Xmas or Bank holidays when both paper & glass bins are overflowing with whole and broken bottles spread around the bins.

Additional information

The men believe that their workload and associated problems would improve significantly if:

- ❖ The surface condition of and access to the sites was improved (this would not only make their manual handling tasks easier but also ensure that the bins could be lined up with the height of the lorries' lifting mechanisms);
- ❖ Wheeled bins currently used for cans were either discontinued for that purpose or moved to busier sites and used for glass collection (aluminium cans now be placed in domestic wheeled bins);
- ❖ The number of sites was reduced i.e. combine some of the little used sites with neighbouring areas/villages;
- ❖ Faults reported on their work schedules were addressed more quickly;
- ❖ Bins were repaired/replaced more frequently – many have broken lids, seized locks, worn brakes;
- ❖ An alternative site was found to replace Farcet village hall – the access is far too narrow (operatives frequently sustain cuts to their hands); the vehicle has insufficient space around it – the manufacturer's details specify a 5 metre gap which is impossible to achieve in this location; and the traffic is disrupted for some time while the bins are collected and emptied;
- ❖ The provision of 2 man working would provide a banksman for reversing and a lookout for those members of the public and children who wish to watch the process at close quarters; and
- ❖ Access was agreed with the landlord of The Fox in Folksworth before 10am (he has had problems with travellers so locks his gate and parks his vehicle in front of it which means that HDC vehicles can't get into the car park).

Keith Lawson FCIEH MSc: Safety Representative

Christine Rowland ACIS. CMIOSH: H&S Adviser

**SAFETY ADVISORY GROUP
(Report of the Advisory Group)**

1. INTRODUCTION

- 1.1 The Advisory Group met on 10 June 2009 when Councillors Mrs B E Boddington, J W Davies, A Hansard and Mrs P A Jordan were present.
- 1.2 The Staff Side were represented by Mrs S McKerral, Mrs G Smith and C Sneesby.
- 1.3 Also in attendance were Messrs P Corley, J Craig, S Howell, Ed Milne, C and Ward, Mrs S Caddell, Mrs T Davidson, Mrs C Garbett, Mrs A Jerrom and Mrs C Rowland.
- 1.4 Apologies for absence from the meeting were submitted on behalf of Councillor P Dakers and K Lawson.

2. ELECTION OF CHAIRMAN

- 2.1 Councillor Mrs B E Boddington was elected Chairman of the Group.

3. REPORT OF THE ADVISORY GROUP

- 3.1 The report of the meeting of the Advisory Group held on the 5th March 2008 was received and noted.

4. MEMBERS' INTERESTS

- 4.1 No declarations of interest were received.

5. APPOINTMENT OF VICE CHAIRMAN

- 5.1 Keith Lawson was appointed Vice Chairman of the Group in his absence.

6. AD-HOC SAFETY INSPECTION: 8TH APRIL 2009

- 6.1 The Advisory Group received and noted the comments and observations made during the Ad-Hoc Safety inspection carried out on 8th April.
- 6.2 Further to the ongoing investigations into the concern with the 1100 litre wheeled bins, visits had been made to mini recycling sites at Sainsbury's in Huntingdon, St Judith's Lane, Sawtry and The Highway, Great Staughton. Members of the Group had been able to observe the sites first hand and speak to an operative who had been present and was responsible for clearing the

area of glass and debris. It was suggested by the Group that if a second operative was deemed necessary to empty the bins it would be cost effective for the cleaning work also to be carried out at the same time. The importance of continuous tool box talks and the possibility of laminated safety sheets for the vehicle cabs was also to be suggested to R Ward.

- 6.3 The visits had highlighted the problems encountered by operatives and it was decided that it would be helpful if those responsible for carrying out the work were consulted. It was therefore agreed that Mrs C Rowland and K Lawson would interview them.
- 6.4 The Group had also visited a steep slope in Coneygear Road, Huntingdon which, as a result of recent structural work, had been left grassed but unplanted. It was suggested that the easiest way to avoid any danger associated with having to cut the grass on the slope was to plant low growing shrubs which would result in shading out grass and therefore leave the area mainly self maintained. Chris Allen had confirmed to Mrs Rowland following the visit that the contractor had no responsibility for maintenance of the slope.
- 6.5 As R Ward was present at the meeting he confirmed that the decision had since been made to plant the area with low growing shrubs in uniformity with the rest of the road.

7. HSE INSPECTOR'S REPORT – 1100 LITRE WHEELED BINS

- 7.1 The Group received a report by Ed Milnes – HM Ergonomics Specialist Inspector in Health and Safety, into Eurobin handling arrangements carried out by Huntingdonshire District Council.
- 7.2 The report had been commissioned following concerns raised by the Group over the manual handling of 1100 and 1280 litre Eurobins containing glass for recycling.
- 7.3 5 typical sites had been visited by Mr Milnes who had been accompanied by Steven Howell, Operations' Health and Safety Co-ordinator. Mr Milnes explained that the forces needed to push-pull the Eurobins varied significantly depending on factors such as wheel alignment, severity of thresholds, quality of ground surface, slopes and level of fill. During his visits he had recorded forces that exceeded the HSE risk filter figures which indicated an increased risk of manual handling injury.
- 7.4 Mr Milnes stated that in his opinion the task required two employees to carry out the task to reduce the foreseeable risk of injury to the lowest level reasonably practicable. Furthermore, the forces recorded could be sufficiently high that even when two employees were handling the bins together they may sometimes be exposed to an increased risk of injury. However he acknowledged that effective training and awareness of the issues involved should help reduce those risks adequately.
- 7.5 The Group noted R Ward's report in response to the HSE Inspector's report in which he agreed that it had raised valid points. In agreeing that it was a high

risk activity in common with other aspects of work carried out by the Operations Division, he felt that the risks had been minimised by the current working practice whereby the employee was instructed to call for assistance where necessary.

- 7.6 In response to a question regarding the unknown weight of bins, he explained that in order for recycling credits to be given the bin had to be opened and the contents viewed by the employee before they emptied it. It was his opinion that injuries would not be sustained if existing safe working procedures were correctly followed. Disciplinary procedures could be put in place for employees who failed to follow these procedures but he was reluctant to go down this route.
- 7.7 Mr Ward was concerned that the introduction of a 2 man operation would mean a significant increase in costs and could lead to the operation becoming unsustainable. Finance was a major concern and with kerbside glass collection remaining a future possibility, there was a probability that the need for bring sites in their present form could cease in the near future.
- 7.8 In answer to questions raised, the Group was advised that employees carried radios and mobile phones so that they could summon assistance and they could proceed to other jobs if a long wait was anticipated. In addition it was explained that over the last 12 months a second vehicle had routinely been used to follow the main vehicle at sites known to have heavy bins. Concerns were raised by Members over lone working in the case of accidents and the importance of continuous training to raise awareness.
- 7.9 The Health and Safety Adviser reported on the outcome of discussions with the employees concerned and a copy of their schedule was circulated along with comments from K Lawson, Safety Representative. Suggestions for improvements to some sites had been made by the employees along with comments that they would not have time to finish their tasks if they had to call for help each time. Following a lengthy discussion on the best way to solve the problem and the Head of Operations having accepted the need for the arrangement, it was

RECOMMENDED

that the Group support the proposal made by the Health and Safety Adviser that a more robust system involving 2 employees be instigated for the safe emptying of Eurobins at recycling bring sites and that the financial implications of such an arrangement be considered by Cabinet.

A copy of the associated reports are attached

8. ACCIDENT/INCIDENT REPORTS

(a) District Council Employees

- 8.1 The Group noted a report by The Head of People Performance and Partnerships detailing 33 accidents that had occurred since the last meeting of the Group. Of these, 2 accidents had resulted in employees being off work for more than three days and had therefore been reported to the HSE under the RIDDOR Regulations. Members were advised that the temperature of the water used in the hose mentioned in incident 2206 had now been regulated to a maximum 95° and the operative injured in accident No. 2194 would not be called on in future to assist with the emptying of 1100 litre wheeled bins.

(b) Leisure Centre Employees

- 8.2 The Group also received a report by the Leisure Centres' Health and Safety Co-ordinator detailing the 7 employee and 358 non-employee related accidents which had been reported since the last meeting and were pleased to be advised that any remedial action needed had been taken.
- 8.3 It was noted that in future an accident report would be produced by the Operations division and the reporting forms would be changed slightly to show RIDDOR accidents at the head.

9. TRAINING

- 9.1 The Advisory Group noted that Health and Safety training would take place in July for the Development Management Panel.
- 9.2 Further to item No. 6.2 ante, the Group was pleased to note that Steven Howell would be introducing a 17 week rolling programme of 'Tool Box Talks' at the end of June to refuse and recycling operatives. This would be delivered annually thereafter.

10. FIRE DRILLS

(a) Pathfinder House

The Advisory Group were pleased to note that the first fire evacuation exercise that had been carried out in the new headquarters building had been very successful. Employees had been commended for the smooth operation and all points raised were being addressed.

(b) Speke House

Having noted that there was a need for employers (HDC & CCC) at Speke House to co-ordinate their emergency procedures, the results of this fire drill had been good.

(c) Eastfield House

The Advisory Group were pleased to be informed that full evacuation of Eastfield House had been achieved in 2 minutes 34 seconds when the drill was carried out in May.

11. FUTURE MEETING DATES

- 11.1 The next meeting of the Safety Advisory Group would take place on 9th September 2009. A full day ad-hoc inspection was planned for 25th June 2009 and a further inspection on 17th September 2009.

Chairman

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Science & Technology Group
Corporate Specialist Division 4

Report v1

Ergonomics Team

Huntingdonshire District Council – Ergonomics assessment of Eurobin handling arrangements	
Author: Ed Milnes Date of Visit:	
Name and address of organisation: Huntingdonshire District Council Eastfield House 5 Latham Road Huntingdon PE29 6YG	CSD4(HFE)
	HSE, Rose Court, 2 Southwark Bridge, London, SE1 9HS
People seen/Position: Mr Steven Howell (HDC Health & Safety Co-ordinator) Mrs Christine Rowland (HDC Health & Safety Adviser to the Council)	Visited by: Ed Milnes (HM Ergonomics Specialist Inspector in Health & Safety)

Executive Summary

Following concerns being raised by HSE about the manual handling (pushing and pulling) of 1100 and 1280 litre Eurobins containing glass for recycling, I contacted Mr Steven Howell at Huntingdonshire District Council to set up a visit to look at the issues. On 9 February 2009 we made a number of joint visits to recycling collection points and discussed the work and recorded forces pushing and pulling bins. The forces needed to push-pull the Eurobins varies significantly depending on factors such as wheel alignment, severity of thresholds, quality of ground surface, slopes, level of fill. We recorded forces which exceeded the HSE risk filter figures (recommended maximum push pull forces to protect the majority of the working population), which indicates an increased level of risk of manual handling injury. A number of the forces recorded exceeded additional guidance from HSE research – indicating an increased risk of manual handling injury when the task is performed by individual operators. Additional risk factors including long periods of driving / sitting, and ‘cold’ heavy manual handling will in my opinion further increase the risk of injury. In my opinion the risk of injury to operators individually handling Eurobins is high and an appropriate means of reducing the risk would be to ensure that two operators perform this task.

1 INTRODUCTION

I was asked by Mr Paul Hoskins (HM Inspector of Health and Safety) to contact Mr Steven Howell at Huntingdonshire District Council (HDC) to provide ergonomics advice regarding the emptying of communal recycling bins. Concerns were raised by Mr Hoskins about the arrangements for operators to carry out this work on their own. These concerns were primarily concerning the manual handling risks involved in pushing and pulling the 1100 and 1280 litre Eurobins containing glass.

I carried out joint visits with Mr Steven Howell (HDC Health and Safety Co-ordinator) to five sites in the Huntingdonshire district on 9 February 2008. I also met with Mrs Christine Rowland (HDC Health and Safety Advisor to the council).

This report provides the findings from our joint visits and puts them in the context of current manual handling legislation, guidance and findings from previous research.

2 SITES VISITED

- **Sainsbury's Supermarket – Huntingdon**
 - Block paved stand with drop kerb access point, slight slope downwards towards access point



Figure 1. Sainsbury's site – threshold onto block paving

- **Huntingdon Garden Centre**
 - Tarmac stand – at edge of road, no thresholds / kerbs etc, no slope



Figure 2. Huntingdon Garden Centre

- **Co-op Supermarket / Rainbow Centre – St Ives**
 - Tarmac stand in large enclosure, no thresholds



Figure 3. Co-op supermarket

- **Sawtry**
 - Tarmac stand – slight slope upwards
- **Great Staughton**
 - Concrete stand surrounded by earth / gravel, sloping downwards away from stand



Figure 4. Great Staughton

My understanding is that there are approximately 100 recycling sites across the Huntingdonshire district, of which some are only paper recycling. The number of glass recycling bins varies between sites but my understanding is that typically there will be between three and six glass recycling bins.

3 FINDINGS FROM VISITS

3.1 Work arrangements

Two operators carry out the task of emptying recycling bins in the region. Before concerns about the work were raised, the drivers travelled separate routes and visited sites alone. My understanding is that currently as a temporary risk reduction measure and as part of an ongoing audit, the drivers are driving each in their own vehicles to the same sites and handle the bins together.

The operators typically work a 37 hour week, starting at 06:30 and finishing at approximately 13:30 to 14:00. The work is not job-and-finish and has not been for a number of years.

3.2 Pull forces

During the visits the forces needed to initiate movement of the bins were measured, and the forces needed to maintain rolling movement. These are summarised below in table 1. Findings confirmed that pull forces will vary considerably depending on how full the bins are, wheel alignment and ground surface / presence of thresholds. Table 1 provides figures for the

sample of bins / sites which we looked at and it is likely there will be variation outside these figures.

Table 1. Eurobin pull forces measured on 9 February 2008

Level of fill	Ground surface	Slope	Wheels aligned / not aligned	Pull force * initiation ** sustained
empty	Up a drop-kerb	threshold	aligned	*392N / 255N
empty	Tarmac	level	not aligned	*157N
empty	Tarmac	level	aligned	**59 to 20N
¼	Blocks	Slight down	not align.	*266N
¼	Blocks	Slight down	aligned	*105N
½	Tarmac	Slight up	not aligned	* >412N no movement
½	Tarmac	Slight up	aligned	*392N
½	Tarmac	Slight up	aligned	**235N
full	Blocks	Slight down	part aligned	*>313N no movement
full	Blocks	Slight down	aligned	*334N

Note: 1kgf = 9.81N

Due to ice and snow on the gravelled areas pull forces were not measured at Great Staughton because it would have been unrepresentative and unsafe.

HSE guidance on the manual handling regulations¹ states in its risk filter that a guideline push-pull force for men starting and stopping a load is approximately 200N (150N for women). The guideline for keeping the load in motion is approximately 100N (70N for women). These guideline push-pull figures are based on research which indicates these levels would provide reasonable protection from musculoskeletal injury to around 95% of working men and women. The HSE risk filter and the force levels it recommends are not ‘limits’ but the guidance states that where they are exceeded a thorough risk assessment should be carried out.

The forces which we recorded show that even partially filled bins can exceed HSE push-pull risk filter levels by a factor of two. The guidance states that *‘Even for a minority of fit, well-trained individuals working under favourable conditions, operations which exceed the guideline figures by more than a factor of about two may represent a serious risk of injury’*.

Various other guidance documents (for example British and International Standards), and research literature also recommend lower pull initiation forces than several of those which we recorded. For example a 226N upper limit for male operators pulling and pushing while standing².

3.3 Wheel Alignment

Wheel misalignment is a key factor increases the push-pull initiation forces. Wheels can go out of alignment naturally when emptied bins are returned to their stand position and

¹ L23 Manual Handling Operations Regulations 1992 (as amended): Guidance on Regulations. HSE Books

² Ferreira, J et al (2004) Review of the Risks Associated with Pushing and Pulling Heavy Loads. RR228 – Health and Safety Laboratory Report.

manoeuvred into place. Because all four wheels steer even if operators kick the front wheels into alignment the rear wheels may still be misaligned, which would still result in an increased initial pull force.

Although operators may be able to kick the front wheels into alignment, over time this may increase the level of maintenance needed on the wheels. It is also an easy task for operators to avoid or overlook (e.g. if they are working quickly because they are behind on a work schedule or if the weather is poor). Even if wheel alignment is recommended as standard working practice it is likely that in many cases operators will attempt to pull bins before aligning the wheels.

3.4 Thresholds

Even relatively small thresholds (height differences between two adjacent ground surfaces) can significantly increase the pulling force on empty bins being returned to the stand. Figure 5 shows the threshold at Sainsbury's Huntingdon which caused approximately 100N increase (minimum) in the pulling force, taking it beyond the HSE filter figures.



Figure 5. Threshold at Sainsbury's Huntingdon

3.5 Slopes

The forces for pushing and pulling which were recorded reflect to some extent the additional difficulty caused by pulling or pushing up a slope. The site which I visited with the most pronounced slope downwards from the stand was at Great Staughton, which was combined with an uneven earth and stone ground surface.

Unfortunately due to snow and ice it was not possible to get a measure of the pull force away from the stand or back onto it. However, after emptying because of the ground conditions and slope I would anticipate a high sustained force and a high initial push-pull force back up the slope. There is also a threshold which is more pronounced than at the Sainsbury's site and which I would expect to significantly increase the push-pull force and cause it to exceed the risk filter figures. Figures 6 and 7 show the stand, slope and threshold at Great Staughton.



Figure 6. Stand and threshold at Great Staughton



Figure 7. Stand threshold at Great Staughton

3.6 History of incidents

Based on discussions, it is my understanding that operators have previously reported injuries which they have related to the manual handling (pushing and pulling) of the bins. A relatively low total number of injuries have been reported but this is likely to reflect the small total number of operators who carry out this task regularly, rather than the level of injury risk. Overall refuse collectors tend to have a higher than average level of musculoskeletal disorders due to the strenuous nature of their work.

3.7 Additional Factors to Consider

Previous investigation of refuse and recycling operations by the Health and Safety Laboratory³ (HSL) has shown that Eurobins can become stuck in the ‘up’ / emptying position on the refuse truck’s lifting mechanism. I have observed this situation resulting in operators pulling on the wheels to free the bin. It is possible that the mechanism on the trucks used by HDC are designed so that no sticking occurs, I was not able to assess this. However, if sticking does occur, an operator trying to free the bin / mechanism on his own would in my opinion be a high risk operation not only from an over-exertion point of view but via possible injury from the bin striking the operator etc. An additional aspect of the risk is that in the event of any injury or incident, operators may be at a remote site and may not be able to get timely assistance.

The same HSL investigation concluded, based on visit findings and previous research, that wherever possible the Eurobins should be handled by two operators. The lifting mechanism on the vehicle which we observed needed two operators to activate controls simultaneously for it to work. This was considered an advantage because it would reduce the likelihood of operators handling the bins individually.

3.8 Handles

The proximity of the bins to each other (side-to-side) means that operators will generally be unable to get a good grip on the fitted handles which are at the sides. This will mean that typically the operators use the lifting bar to pull the bin, which introduces some additional risks – described below. Figure 8 shows typical proximity of bins.

³ Pinder, A., Milnes, E (2002) Manual Handling in Refuse Collection. Health & Safety Laboratory Report HSL/2002/01



Figure 8. Proximity of bins

- The lifting bar is positioned horizontally approximately 1200mm above the ground. The fitted handles are vertical bars on the sides of the bins which allow for adjustment of grip height for pushing and pulling. The advantage of the vertical bars as handles is that operators of different heights can grip them at their individual optimal level for exerting push-pull.
- The HSL report on pushing and pulling, on the basis of a wide ranging literature review makes the following recommendations on handle height:

'The optimum height for a handle for pushing and pulling is between 910 mm and 1120 mm above the ground, depending upon operators stature. In general, the handle should be a little below elbow height. A middle height of 950 mm is a good compromise for most people'

The fitted handles have a height range of 720mm to 1000mm which includes the optimal compromise height of 950mm. However, the lifting bar is higher than the recommended height range. Many operators, other than particularly tall males, would find that the lifting bar is higher than elbow height and consequently not in an optimal position for exerting a strong pulling force.

- The horizontal arrangement of the lifting bar and the need for the fingers to be curled up into it means that operators would have to exert pulling force with their forearms in supination (palms tilted upwards). Pushing and pulling using vertical handles would allow the forearms and wrist to remain in neutral posture. Movement of the forearm away from neutral will reduce the force available to operators so any pulling force will comprise a higher proportion of their maximal exertion of the shoulder and arm muscles, increasing the risk of injury.

- The lifting bar is an enclosed right angle which means that the operator is not able to use a power grip when pulling, instead the fingers must be bent 90 degrees around the bar. This essentially turns the finger into a lever with a mechanical disadvantage compared to a power grip, resulting in increased tension in the tendons running through the carpal tunnel and an overall lower pulling capability.
- Finally, during bin emptying on the truck the lifting bar can become contaminated with broken glass which can cut the operators fingers; a consequence of the lifting bar not being designed primarily as a handle.

3.9 Control – emergency stopping and steering

On some sites with significant slopes a bin might gain momentum which may result in a single operator having to exert significantly greater effort to control it than is reflected by the figures in table 1. Although brakes are fitted to the bins, a single operator may be pulling from the centre of the front of the bin using the lifting bar and may not have quick access to the brake. A frequent cause of critical manual handling injuries is operators trying to catch / stop items which lose control or fall, and exerting excessive forces while in awkward postures.

Although we measured starting and sustained pull forces, the operators will also have to exert steering and stopping push-pull forces. Stopping forces are likely to be similar to the initial pull forces. Steering forces will vary greatly depending on surface condition / type, the weight of the load and the speed of the bin / rate of change of direction needed.

3.10 Driving

The dispersed locations of the recycling sites means that operators have to drive long distances, both in total and between many consecutive sites.

There has been an association shown between driving for long periods / long distances and back pain / lower back musculoskeletal disorders. Research shows this to be exacerbated by intermittent heavy manual handling activities. A typical example where this has occurred is delivery drivers who show significantly higher levels of back pain compared with the general population. In the two key aspects mentioned above; long periods of sitting / driving and intermittent heavy manual handling, the Eurobin round shows strong similarities to a typical delivery drivers task.

Factors which may contribute to this problem include static seated postures and ‘cold-handling’ (i.e. going from very low levels of physical activity – driving – to high levels of physical exertion, without muscles having a chance to adapt and warm up). Overall the combined driving with excessive manual handling is likely to increase the risk of injury.

4 DISCUSSION

4.1 Work arrangements

My understanding is that currently the two operators drive separately to the same sites in order to perform any two person handling.

Arrangements previously have recommended that if an operator finds a bin to be too heavy to move, he is to call the second operator to ask for assistance. This strategy is in my opinion prone to failure because of lone workers tendency to try to complete their work on their own and avoid reliance on other people. The strategy is also potentially costly in petrol and lost working time.

The operators can broadly predict which bins are used most heavily and they use that knowledge to empty the bins when they are half filled. This is a useful strategy for controlling the manual handling risk however that knowledge is held by the individual operators. If an operator is on holiday or sick-leave their replacement would not understand that strategy and may leave certain bins to become full. This may result in either the replacement operator or the original operator when he returns to work pulling full bins when this may have been avoided.

4.2 Kerbside Recycling

Discussion during my visit indicated that the council may consider in the future a move towards kerbside recycling, as a way of reducing or eliminating the large recycling bins. Kerbside recycling is not without risk in terms of manual handling, exposure to traffic etc. as well as being labour intensive. In my opinion, in terms of the personal risks faced by operators, two-person teams collecting recycling from Eurobins would potentially be favourable to kerbside recycling.

4.3 Site Maintenance

My understanding is that because many of the recycling sites are on privately owned or non-council land, they may not be adequately maintained. This could result in thresholds onto the stands becoming more pronounced as softer surrounding areas erode (where the stand is not surrounded by tarmac or concrete etc.). The ground surrounding stands may also become potholed and uneven causing sustained pulling forces to be increased. My expectation is that it would be difficult to impose a standard and monitor / ensure repairs on many of these sites, which reduces the effectiveness of such a strategy as a risk control measure.

4.4 Mechanical Assistance

Powered tugs are available for pulling multiple Eurobins simultaneously. However, these are more suitable for large fixed sites. The tugs weigh a considerable amount (e.g. approximately 90kg) and would therefore not be a straightforward solution for multi-site use by a single operator who would need to transfer them on and off his vehicle.

5 CONCLUSIONS

Regulation 4(1)(b) of the Manual Handling at Work Regulations requires that where it is not reasonably practicable to avoid the need for employees to undertake manual handling operations which involve a risk of their being injured, a suitable assessment must be carried out, and appropriate steps taken to reduce the risk of injury to the lowest level reasonably practicable.

Overall manual handling (pushing and pulling) of the 1100 and 1240lt Eurobins presents a significant risk of manual handling injury to operators when performed individually. The main risk factors are as outlined below.

- the force needed to move the bins due to
 - weight of bin and contents
 - wheel misalignment
 - thresholds
 - slopes
 - poor quality ground surfaces
- poor upper limb posture during pulling
- alternating between periods of vehicle driving and excessive manual handling

Remote working is an additional area of concern, if an operator is injured lack of timely assistance may make the problem worse.

In my opinion this task requires two operators in order for the risks to be kept to a lower level. The forces are sufficiently high that even two operators handling together may sometimes be exposed to an increased risk of manual handling injury. However, effective training and awareness of the issues should help to control those risks adequately.

A number of risk reduction options have been noted in this report (e.g. the current arrangement of two vehicles / two operators, knowledge of bin use patterns, powered tugs etc). In my opinion a straightforward and effective risk reduction measure would be to specify that the work be performed by two operators – team handling – rather than by individuals.

6 APPENDIX 1 – FURTHER INFORMATION ON MANUAL HANDLING

Manual handling injury risk factors

Manual handling is associated with a large proportion, around one third, of the accidents reported each year to HSE. Most of these are described as sprains and strains (musculoskeletal disorders – MSD). Typically, reports cite the back as the body region concerned. (HSE, 1998).

Ergonomics and medical research has helped to clarify the main risks of back disorder associated with manual handling. Physical activities associated with an increase risk of back disorder are: heavy physical work; lifting and handling of loads; and awkward postures (e.g., bending and twisting) (Bernard, 1997; De Beeck and Hermans, 2000). The use of objective measures of the extent of physical loading to the lower back (e.g. spinal loading) during manual handling has contributed to the strength of these associations (De Beeck and Hermans, 2000).

The specific factors that modify the extent of the loading to the lower back are as follows:

- The load

The weight of the load / force needed to push and pull, its size, shape, stability and grip.

- The task

The postures adopted (twisting, stooping and reaching), repetition, duration of the activity and carrying or pushing and pulling distance.

- The environment

The space available to move, floor condition, changes in levels and weather conditions.

- The individual

The capability and characteristics of the operator, level of knowledge and experience, underlying health problems.

(HSE, 1998)

Psychosocial factors may also influence the health of workers (for example, aspects of work design such as how much control people have in their jobs and the support they receive from supervisors / co-workers).

These factors can act in combination making the risk greater. It is the factors described above that need to be considered when assessing the risks posed by a manual handling operation.

Key manual handling information and guidance

HSE has published a free leaflet entitled “*Getting to Grips with Manual Handling*” (INDG 143, published 1993, revised 2000 and 2004). This document sets out the duties of an employer with regard to identifying and assessing manual handling risks. To aid this process it includes guideline load weights for lifting. It also sets out ways of reducing the risks of injury, for example, can the load be made easier to grasp? And that training should cover the use of mechanical handling aids.

The main risk factors of musculoskeletal injury associated with manual handling are outlined in “*Guidance on the Manual Handling Operations regulations, 1992 (as amended)*” (L23, published 1993, revised 1998 and 2004). This document sets out a clear method by which manual handling risks can be identified and assessed. It sets out an ergonomics approach to assessing manual handling risks by breaking an operation down into specific risks posed by: the task, the load, the environment and the individual. This provides a structured approach to tackle manual handling and enables easier identification of what needs to be done to reduce the risks. Appendix 3 in L23 provides an assessment form and a worked example, weight guidelines are provided to aid this process In Appendix 1 of L23.

“*Manual Handling Solutions You Can Handle*” (HSG 115 published 1994) illustrates methods available to eliminate or reduce manual handling risks. In this document there are numerous examples of lifting aids and devices.

The Manual Handling Assessment Charts (MAC, published 2003) have been developed to help the user identify high risk manual handling activities. The tool can be used to assess the risks posed by lifting, carrying and team manual handling activities. It is designed to help you understand, interpret and categorise the level of risk of the various known risk factors associated with manual handling activities. The MAC incorporates a numerical and a colour coding score system to highlight risky manual handling tasks. The MAC has been used to highlight the key risks identified during the visit. Details on the use, training and background to the MAC can be found at:

www.hse.gov.uk/msd/mac/index.htm

A free leaflet entitled “*Are You Making the Best Use of Lifting and Handling Aids*” (INDG 398, published 2004) provides many examples of devices that can be used to reduce or eliminate manual handling risks. It also provides a few case studies and a useful checklist on factors to consider when selecting lifting and handling aids.

HSE also holds a great deal of information on its website on MSD:

www.hse.gov.uk/msd

These are useful sources of information on the assessment and control of manual handling risks.

Agenda Item 9

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

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