

# Cabinet

## Agenda

### Date

Tuesday 6 August 2019

### Members of the Cabinet

Mr S A Vincent  
Chairman (Leader)      Policy

Mrs T M Mancini-Boyle  
(Deputy Leader)      Finance

### Portfolio holders

Mrs J K Copplestone      Economic Development

Mr J J Emsell      Transformation and  
Organisational Development

Mrs L H Hemsall      Planning

Mrs J Leggett      Environmental Excellence

Mr F Whymark      Housing and Wellbeing

### Time

6.00 pm

### Place

Council Chamber  
Thorpe Lodge  
1 Yarmouth Road  
Thorpe St Andrew  
Norwich

### Contact

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**If any Member wishes to clarify details relating to any matter on the agenda they are requested to contact the relevant Director / Assistant Director**



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### The Openness of Local Government Bodies Regulations 2014

Under the above Regulations, any person may take photographs, film and audio-record the proceedings and report on all public meetings. If you do not wish to be filmed / recorded, please notify an officer prior to the start of the meeting. The Council has a protocol, a copy of which will be displayed outside of each meeting room and is available on request.

**The Chairman will ask if anyone wishes to  
film / record this meeting**

**A G E N D A**

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|----|--|---------|
| 1  | To receive declarations of interest under Procedural Rule no 8   |         |
| 2  | Apologies for absence  |         |
| 3  | <a href="#"><u>Minutes of meeting held on 9 July 2019</u></a>  | 6 – 14  |
| 4  | Matters arising therefrom (if any)   |         |
| 5  | <b>Public Speaking</b><br><br>To consider representation from the members of the public who have expressed the wish to convey their views on items on this Agenda.<br><br>In accordance with the Constitution a period of 3 minutes is allowed per member of the public.   |         |
| 6  | <b>Representations from Non-Cabinet Members</b><br><br>To receive the views from non-Cabinet Members on items on this agenda. Members are reminded to advise the Leader if they wish to attend and speak at the meeting.<br><br>In accordance with the Constitution a period of 3 minutes is allowed per non-Cabinet Member. |         |
| 7  | <b>Overview and Scrutiny Committee</b><br><br>Cabinet will be advised of views expressed by the Committee at its meeting on 30 July 2019 in relation to items on this Agenda.  |         |
| 8  | <a href="#"><u>Environmental Excellence Panel</u></a><br><br>To receive the Minutes of the meeting held on 27 June 2019.   | 15 – 16 |
| 9  | <a href="#"><u>Household Wheeled Bin Charging for New Properties</u></a><br><br>To consider a report proposing options for the introduction of a charging policy for household waste.  | 17 – 22 |
| 10 | <a href="#"><u>Council Tax Reduction 2020/21</u></a><br><br>To consider a report proposing a public consultation on changes to the Council Tax Reduction Scheme.   | 23 – 32 |

**11**      **Public Service Co-Operation Agreement with Norfolk County Council to bring £1.2m Investment to the Bure Valley Path and Railway**      **33 – 52**

To consider a report seeking approval to sign up to a Public Service Cooperation Agreement with Norfolk County Council.

**12**      **Exclusion of Press and Public**

The Chairman will move that the press and public be excluded from the meeting for the remaining items of business because otherwise, information which is exempt information by virtue of Paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972, as amended by The Local Government (Access to Information) (Variation) Order 2006, would be disclosed to them.

**13**      **Exempt Minute**      **53 – 55**

To receive the exempt Minutes from the meeting held on 9 July 2019.

Trevor Holden  
Managing Director

## DECLARATIONS OF INTEREST AT MEETINGS

When declaring an interest at a meeting Members are asked to indicate whether their interest in the matter is pecuniary, or if the matter relates to, or affects a pecuniary interest they have, or if it is another type of interest. Members are required to identify the nature of the interest and the agenda item to which it relates. In the case of other interests, the member may speak and vote. If it is a pecuniary interest, the member must withdraw from the meeting when it is discussed. If it affects or relates to a pecuniary interest the member has, they have the right to make representations to the meeting as a member of the public but must then withdraw from the meeting. Members are also requested when appropriate to make any declarations under the Code of Practice on Planning and Judicial matters.

Have you declared the interest in the register of interests as a pecuniary interest? If Yes, you will need to withdraw from the room when it is discussed.

Does the interest directly:

1. Affect yours, or your spouse / partner's financial position?
2. Relate to the determining of any approval, consent, licence, permission or registration in relation to you or your spouse / partner?
3. Relate to a contract you, or your spouse / partner have with the Council
4. Affect land you or your spouse / partner own
5. Affect a company that you or your partner own, or have a shareholding in

If the answer is "yes" to any of the above, it is likely to be pecuniary.

Please refer to the guidance given on declaring pecuniary interests in the register of interest forms. If you have a pecuniary interest, you will need to inform the meeting and then withdraw from the room when it is discussed. If it has not been previously declared, you will also need to notify the Monitoring Officer within 28 days.

Does the interest indirectly affect or relate any pecuniary interest you have already declared, or an interest you have identified at 1-5 above?

If yes, you need to inform the meeting. When it is discussed, you will have the right to make representations to the meeting as a member of the public, but must then withdraw from the meeting.

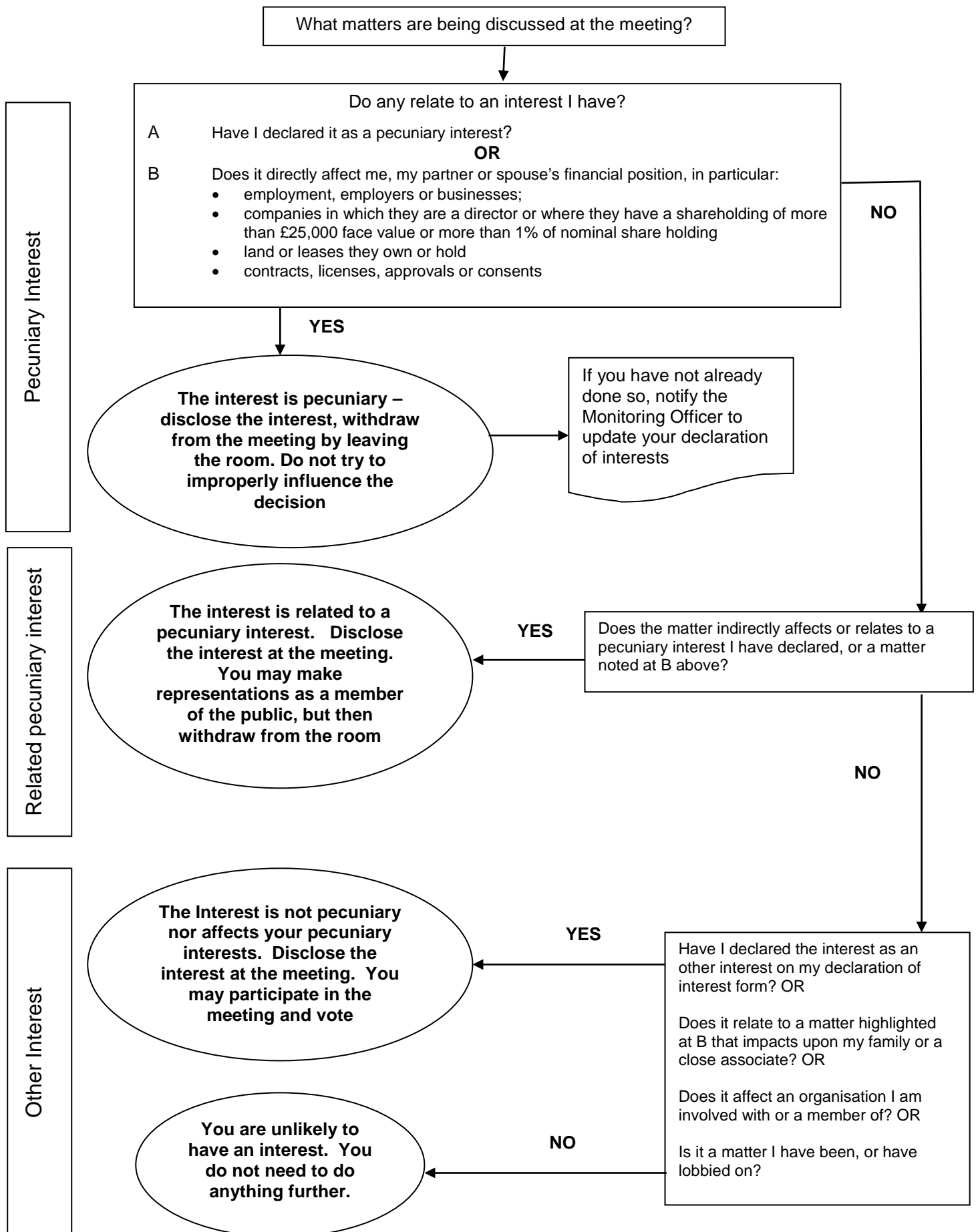
Is the interest not related to any of the above? If so, it is likely to be another interest. You will need to declare the interest, but may participate in discussion and voting on the item.

Have you made any statements or undertaken any actions that would indicate that you have a closed mind on a matter under discussion? If so, you may be predetermined on the issue; you will need to inform the meeting, and when it is discussed, you will have the right to make representations to the meeting as a member of the public, but must then withdraw from the meeting.

**FOR GUIDANCE REFER TO THE FLOWCHART OVERLEAF**

**PLEASE REFER ANY QUERIES TO THE MONITORING OFFICER IN THE FIRST INSTANCE**

# DECLARING INTERESTS FLOWCHART – QUESTIONS TO ASK YOURSELF



Minutes of a meeting of the **Cabinet** held at Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich on **Tuesday 9 July 2019** at **6.00pm** when there were present:

Mr S A Vincent – Policy (Chairman)

Portfolio holders:

Mrs J K Copplestone	Economic Development
Mr J J Emsell	Transformation and Organisational Development
Mrs L H Hemsall	Planning
Mrs T M Mancini-Boyle	Finance
Mr F Whymark	Housing and Wellbeing

Mr Adams, Mr Beadle, Mr Murrell, Mr Riley and Mrs Vincent also attended the meeting for its duration.

Also in attendance were the Managing Director, Director Place, Director People and Communities, Chief of Staff, Assistant Director Governance and Business Support (Monitoring Officer), Assistant Director Individuals and Families, Interim Head of Housing and Environmental Services, Development Manager, HR and Customer Services Manager, Business Improvement Lead, Principal Planning Officer, Housing Enabler, Green Infrastructure and Woodlands Officer, Service Improvement Officer and the Committee Officer (JO).

## **8 DECLARATIONS OF INTEREST UNDER PROCEDURAL RULE NO 8**

<b>Member</b>	<b>Minute No &amp; Heading</b>	<b>Nature of Interest</b>
Mr Whymark	19 - North Rackheath Outline Planning Application	Local choice, non-pecuniary interest as a Rackheath Parish Councillor

## **9 APOLOGIES FOR ABSENCE**

An apology for absence was received from Mrs Leggett.

## **10 MINUTES**

The Minutes of the meeting held on 11 June 2019 were confirmed as a correct record and signed by the Chairman.

## **11 REPRESENTATIONS FROM NON CABINET MEMBERS**

The Chairman agreed that, at his discretion, all non-Cabinet Members in attendance be allowed to join the debate at the relevant point of the proceedings on request.

## **12 OVERVIEW AND SCRUTINY COMMITTEE**

Cabinet received the Minutes of the meeting of the Overview and Scrutiny Committee held on 18 June 2019.

The Chairman of the Overview and Scrutiny Committee advised Members on the views expressed by the Committee when it reviewed the Cabinet Agenda on 2 July 2019, as each item was considered.

## **13 COUNCIL PERFORMANCE 2018/19 – BROADLAND BUSINESS PLAN**

The report provided an update on delivery of the Business Plan objectives for the period 1 April 2018 to 31 March 2019, as well as details of the Local Government Ombudsman decisions received and formal complaints received over the same time period.

It was intended to align Broadland's and South Norfolk's performance reports more closely in future and to publish them on a quarterly basis. However there were some concerns about reporting quarterly and it was felt this needed further consideration before any decision was taken.

The Portfolio Holder for Economic Development highlighted the following areas:

- Over the year, seven Broadland businesses had been awarded a total of £669,568 in LEADER funding grants.
- Total funding accessed through the New Anglia Local Enterprise Partnership Growing Business Fund was £3,158,275 in grants to 19 businesses providing 410 jobs.
- Cluster groups, such as the Greater Norwich Manufacturing Group and the Financial Industries Group were proving to be very effective in generating economic growth.
- 89 separate businesses in the district had taken on apprentices.

The Portfolio Holder for Environmental Excellence had submitted a statement that highlighted the following areas:

- The recycling rate has dropped slightly from 50% in 2018/19 due to an increase in material being rejected at the Materials Recycling Facility caused by stricter recyclate markets worldwide.

- An additional 124 tonnes of food waste had been collected over 2018/19 due to an additional 3,000 households being added to the food waste scheme within the urban fringe. A further 1,500 properties would be added to the scheme in July 2019. Some rural areas, however, were too remote to make collection of food waste economically viable.
- Another 1,000 customers had taken up the Brown Bin service in the last twelve months.
- The Norfolk Waste Partnership was conducting campaigns to reduce contamination.
- 350 homes at risk of fuel poverty received grants towards the cost of insulation and heating improvements up to the end of December 2018.
- Although the number of fly tips had increased over the last 12 months, no discernible link had been found to the fees introduced by the County Council for the disposal of DIY waste.

The Portfolio Holder for Planning drew Members' attention to the following issues:

- Significant amounts of New Homes Bonus, S106 and Community Infrastructure Levy continued to be collected.
- A bid to the Transforming Cities Fund would be submitted later in the year.
- 641 new homes were delivered in the district in 2018/19

The Portfolio Holder for Housing and Wellbeing highlighted the following areas under his Portfolio:

- 46 homes in the district had been improved through advice and enforcement over the last year.
- 277 grants for home improvements had been awarded over the same period.
- Of the 76 Low Level Grants delivered by the Handyperson+ service in 2018/19, 22 were to assist hospital discharge, which illustrated how effectively the Council was working with partner agencies.
- There was a slight decrease in the number of people approaching the service seeking assistance with housing problems over the period.
- The vast majority of people in temporary accommodation were housed in the Council's Private Sector Leasing Scheme, which was much more appropriate than B&B accommodation.
- 78 Disabled Facilities Grants had been awarded in 2018/19.
- The Help Hub continued to grow, with officers from a wide variety of



organisations now based there. Recent additions included the Department of Work and Pensions, Tackling Loneliness and Social Isolation workers, Social Prescribing Teams and a Mental Health Nurse.

The Portfolio Holder for Finance informed the meeting that:

- Broadland's Council Tax and Business Rate collection rate for 2018/19 was the best in Norfolk and the 12<sup>th</sup> best in the country.
- Housing Benefits overpayments continued to reduce.
- Broadland had a sufficient budget set aside to cover Business Rate appeals.

The Portfolio Holder for Transformation and Organisation Development highlighted the following issues:

- The Council's Business Improvement resource had been mainly focused the collaboration programme over the past year.
- The Council had very good levels of staff engagement, with low levels of turnover and sickness.

The Chairman noted that the workforce were key to the performance of the Council and deserved to be congratulated for their efforts during this period of organisational change.

Members noted that only one of the 15 complaints against the Council during 2018/19 had been found to be justified.

## **RESOLVED**

To note the progress made against the objectives of the Council.

## **Reasons for decision**

The report was a factual account.

## **14 TREASURY MANAGEMENT PERFORMANCE FOR THE YEAR ENDED 31 MARCH 2019**

The report summarised the treasury management activity during 2018/19, and included an update on the Prudential Indicators.

The Council had £33.46m invested at 31 March 2019 in various financial instruments. The Council also held £481,300 for a number of parish councils. The Treasury Management Policy set an operational boundary for external debt. However, borrowing had not been required over the last year and was unlikely to be needed in the foreseeable future.

Members noted that the Council must endeavour to make its money work harder in future, for example through more development by Broadland Growth Ltd.

## **RESOLVED**

To note the outcome in respect of 2018-19 Treasury Management activities.

### **Reasons for decision**

The report was a factual account.

## **15 JOINT HR INFORMATION SYSTEM**

The report proposed adopting a HR Information System to replace the current paper based in-house system used by the Council.

South Norfolk Council currently utilised a formal HR Information system (ITRENT) and it was proposed that Broadland adopt this system, which had been found to have the following system improvements and benefits:

- Streamlined systems
- Reduction in manual paperwork
- Reduction in duplication entry
- Improved data accuracy
- Quicker processing times – eliminate manual calculations and checking
- Reduced 'touch points'
- Removal of paper based processes
- Improved reporting and data accuracy
- Self-service access to personal data
- Self-service access for managers to team data
- Identify ownership within processes
- E-enabled HR processes
- Access to employee information regardless of location
- Release HR expertise to focus on the strategic and complex HR issues

It was considered that moving to a consistent IT platform would improve efficiency by making it easier for both managers and staff to access and use their data.

It was estimated that the new system would save a minimum of five weeks in HR officer time spent on administration, which would free up HR staff to concentrate on delivering more value-added work. It was also confirmed that there was a module in the system that could be used for appraisals, as it was rolled out across both local authorities.

**RECOMMENDED TO COUNCIL**

- (1) To agree that Broadland District Council transfers its HR information (including payroll) on to a commercial HR Information System (iTrent); and
- (2) To adopt a two-stage approach, transferring HR employee data on to the system in the first phase and transferring employee and Member payroll data in the second phase.

**Reasons for decision**

To adopt a new, more efficient, HR Information System.

**16 AFFORDABLE HOME OWNERSHIP IN BROADLAND AND SOUTH NORFOLK**

The report proposed taking a common approach to affordable home ownership eligibility in Broadland and South Norfolk.

Broadland had seen a large supply of affordable home ownership products on sites across the district and analysis of Broadland and South Norfolk affordable home ownership data had shown that the largest proportion of purchasers already lived within the local authority area in which they purchased. It was therefore felt that it was unnecessary to restrict home ownership eligibility to local people. It was emphasised that properties built under exceptions policy would continue to be for local needs only.

Members were generally uncomfortable with withdrawing the local connection criteria, but a willingness to extend the eligibility criteria to South Norfolk (and vice versa) was expressed.

It was therefore

**RESOLVED**

To defer a decision on this matter.

**Reasons for decision**

To await further information before a decision was taken.

**17 JOINT WORKING GROUP**

Cabinet were asked to appoint a Member Working Group to take oversight and make recommendation on the waste services review, which would consider a collaborative model of waste collection, grounds maintenance and street cleansing.

The Working Group would include four Members, (three Conservatives and one Liberal Democrat) and would operate for the duration of the project until April 2022. The Working Group would work jointly with South Norfolk Council Members to agree any joint recommendations.

**RESOLVED**

- (1) To approve the formation of a Joint Working Group to conduct a review of waste services;
- (2) Membership of the Working Group to be confirmed in due course.

**Reasons for decision**

To establish a Working Group to conduct a Waste Management Review.

**18 EXCLUSION OF THE PRESS AND PUBLIC**

**RESOLVED**

to exclude the Press and public from the meeting for the remaining business because otherwise, information which was exempt information by virtue of Paragraph 3 of Part I of Schedule 12A of the Local Government Act 1972, as amended by the Local Government (Access to Information) (Variation) Order 2006 would be disclosed to them.

**19 NORTH RACKHEATH OUTLINE PLANNING APPLICATION**

The report proposed making an investment from the Broadland Growth Fund for the submission of an outline Planning Application in North Rackheath.

Following consideration of the report, as detailed in the exempt Minutes, it was:

**RESOLVED**

- (1) To commit funding from the Broadland Growth Fund to the preparation and submission of an outline planning application for North Rackheath subject to securing the necessary commitments and legal agreements with the landowner; and
- (2) to delegate authority to the Director of Place, in consultation with the Planning Portfolio Holder, to negotiate the necessary commitments, mitigation of financial risk and legal agreements through the Portfolio Holder decision making process.

**Reasons for decision**

To facilitate the delivery of development in an area designated for strategic growth.

**20 DISPOSAL OF LAND IN BROADLAND DISTRICT COUNCIL OWNERSHIP**

The report proposed the sale of Council owned land to a property developer. Following consideration of the report, as detailed in the exempt Minutes, it was:

**RECOMMENDED TO COUNCIL**

- (1) To sell the land, as identified in appendix 1 and subject to the Heads of Terms for sale of the site (detailed in the exempt Minutes) and
- (2) to delegate authority to the Director of Place, in consultation with the Portfolio Holders for Planning and Finance, to negotiate the necessary legal agreements and risk mitigation for the sale of the site.

**Reasons for decision**

To dispose of Council owned land for the delivery of development.

**21 NORTH-WEST WOODLANDS – LAND ACQUISITION**

The report proposed purchasing land to provide green infrastructure in the District.

Following consideration of the report, as detailed in the exempt Minutes, it was:

**RECOMMENDED TO COUNCIL**

To front funding the initial sum required to purchase the woodland.

**Reasons for decision**

To meet the Council's statutory planning obligation to deliver Green Infrastructure.

*The meeting closed at 8.08 pm*

DRAFT

Minutes of a meeting of the **Environmental Excellence Panel** held at Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich on **Thursday 27 June 2019** at **6pm** when there were present:

Mrs J Leggett – Chairman

Mr D J Britcher  
Mr D King  
Dr K E Lawrence

Mr G K Nurden  
Mrs S M Prutton  
Mr S C Walker

Mr J M Ward

Mr D M Thomas also attended the meeting for its duration.

Also in attendance were the Director People and Communities, Environmental Protection Manager (Special Projects), Private Sector Housing Manager and the Committee Officer (JO).

### **1 APOLOGIES FOR ABSENCE**

Apologies for absence were received from Mr Fisher and Mr Kelly.

### **2 MINUTES**

The Minutes of the meeting held on 24 January 2019 were confirmed as a correct record and signed by the Chairman.

### **3 GYPSY AND TRAVELLER NORFOLK PROTOCOL UPDATE**

The Private Sector Housing Manager advised the Panel that the Council dealt with unauthorised Gypsy and Traveller encampments through the Norfolk Gypsy and Traveller Protocol, which provided guidelines for partner agencies in terms of both welfare and enforcement issues arising from unauthorised encampments.

The Protocol was last revised in 2009 and over the last two years ongoing work on its revision had been progressing. The appointment of a new Gypsy and Traveller Liaison Officer at Norfolk County Council had resulted in further revisions and a greater focus on its completion. The Corporate Management Leadership Team had seen a draft of the revised Protocol and had suggested that further Police input was required. In due course the finalised Protocol would be brought to the Environmental Excellence Panel for consideration and a recommendation to Cabinet.

### **4 PROPOSAL TO CHARGE FOR THE PROVISION OF WHEELED BINS FOR HOUSEHOLD WASTE COLLECTION RESOLVED**

The draft Cabinet report proposed options for the introduction of a charging policy for household waste bins for new developments, in accordance with legislation, and to enable the Council to cover significant ongoing and rising costs of supplying them, which currently stood at £31,000 per year for new developments.

Breckland District, Great Yarmouth Borough, King's Lynn and West Norfolk Borough, Norwich City and South Norfolk Councils already had in place charges for the provision of bins to both new and existing households.

A charge of £50.30 for two 240 litre bins would cover the £31,000 cost to the Council, but the report proposed that the charge be brought in line with South Norfolk Council's current charge of £70.85. This would generate an additional £13,000, approximately.

A Member suggested that it was morally wrong to charge for the bins, as the bins would continue to be the property of the Council and it was likely that developers would pass on the cost to house buyers. Another Member observed that the increase in Council Tax from new housing would bring in additional income for the Council as well. In response, the Director People and Communities emphasised that the cost of providing free bins was currently being borne by all Council Tax payers and additional Council Tax income from more housing would not offset the cost, as the Council received only a small amount of revenue from this source.

### **RECOMMENDED TO CABINET**

To accept the proposals for charging for the provision of waste bins to new properties, agree to the use of the enforcement powers available under the EPA 1990 to require householders to use the specified types of wheeled bin or be refused a waste collection.

The Panel briefly considered if measures should be taken to discourage the use of larger 360 litre waste bins, but were reassured that the Council monitored their use on an annual basis to verify if they were still required and they decided that no additional action should be taken.

### **5 DATE OF NEXT MEETING**

The Chairman advised the Panel that although the next scheduled meeting was on 12 September 2019, an additional meeting might need to be arranged to look at the Waste Service Review that was to commence shortly.

*The meeting closed at 6.35 pm*



## **HOUSEHOLD WHEELED BIN CHARGING FOR NEW PROPERTIES**

<b>Report Author:</b>	Tony Garland, Environmental Protection Manager (01603 430542, <a href="mailto:tony.garland@broadland.gov.uk">tony.garland@broadland.gov.uk</a> )
<b>Portfolio Holder:</b>	Environmental Excellence
<b>Wards Affected:</b>	All
<b>Purpose of the Report:</b>	Proposal to introduce charging for the provision of new wheeled bins for household waste collection for new properties.

### **Recommendations**

1. Accept the recommendations of the Environmental Excellence Panel, namely to accept the proposals for charging for the provision of waste bins to new properties as outlined in the report, excluding the raised charge; agree to the use of the enforcement powers available under the Environmental Protection Act (EPA) 1990 to require householders to use the specified types of wheeled bin or be refused a waste collection;
2. Consider the proposal subsequently put forward by the Portfolio Holder for Environmental Excellence as outlined in section 4 of the report; namely to charge for the provision of waste bins to new properties at cost plus an additional 10 percent surcharge to build resilience into the price, by agreeing to the use of the enforcement powers available under the EPA 1990 to require householders to use the specified types of wheeled bin or be refused a waste collection;
3. Any other action that Cabinet deem appropriate.

## **1 SUMMARY**

- 1.1 The Council provides an alternate weekly waste collection service of green and grey bins to 57,000 households across the district. It has a duty under the Environmental Protection Act (EPA) 1990 to provide a household waste collection service. The vast majority of households have their waste collected from wheeled bins. These bins come in different sizes and capacity is measured in litres. They vary from 240 litres (the most common size for domestic properties), 360 litres (for properties where more people reside and therefore more waste and recycling is generated) and 1100 litres (for communal properties serving flats etc.). Food waste caddies are also provided to approximately half of the residents of Broadland. All wheeled bins and receptacles are currently provided free of charge to residents.
- 1.2 This report gives options to introduce a charging policy for household waste bins for new developments, in accordance with legislation, and to enable the Council to cover significant ongoing and rising costs of supplying them which currently stands at approximately £31,000 per year for bins for new developments. Replacement wheeled bins for existing properties will continue to be provided free of charge.

## **2 BACKGROUND**

- 2.1 New properties are currently provided with both a green (residual waste) and grey (recycling) 240 litre wheeled bin as standard, free of charge. There is a year on year increase in the number of new households in the district resulting in an ongoing cost to the Council to provide wheeled bins. In the last three years 3,728 bins have been delivered to new properties, equating to 52.9% of the total bins purchased and delivered by the Council, at a cost of approximately £31,000 per year.
- 2.2 360 litre bins are not provided to new properties initially, and would only be provided once the householder has moved in to the property and has recognised a need. Green 360 litre bins are provided for free, but are only provided to householders on request where certain criteria are met, namely that there are more than five adults living at the property, and/or there is a medical condition amongst the household which requires more capacity within the bin. Grey 360 litre bins are provided where requested with no criteria applied, to encourage recycling and contribute to the Council's recycling rate. Again a grey 360 litre bin would only be delivered after the householder had moved in, and would continue to be provided free of charge.
- 2.3 Communal bins are necessary for blocks of flats or shared accommodation, and are usually managed by a letting agent or a Housing Association. In these cases 1100 litre bins (both green and grey) are usually provided. Charges will also therefore apply to these bins which currently stand at £161.19/£261.19

for roll top/lid in lid bins respectively. These costs are subject to fluctuation as explained in 4.4.

### 3 CURRENT POSITION

- 3.1 Purchase and delivery of wheeled bins is a substantial ongoing cost to the Council that can be significantly reduced by using powers under the legislation to make a reasonable charge for the provision of bins to new properties.
- 3.2 Charging for wheeled bins is common practice across the UK, and in Norfolk; Breckland District Council, Great Yarmouth Borough Council, Kings Lynn and West Norfolk Borough Council, Norwich City Council and South Norfolk already have charges in place for the provision of bins to both new and existing households. See table 1.

**Table 1: Current charges for wheeled bins in Norfolk by Local Authority**

	<b>Broadland</b>	<b>Breckland</b>	<b>Norwich City</b>	<b>South Norfolk</b>	<b>Great Yarmouth</b>	<b>Kings Lynn</b>
New property green or grey 240 (2 bins delivered)	No charge	£62.00	£POA	£70.85	£53.00	POA
Replacement green or grey 240 (one bin delivered)	No charge	No charge	£40.00	No charge	£32.00	£41.50
Green 360 bin	No charge	£62.00	£40.00	No charge	N/A	N/A
Grey 360 bin	No charge	No charge	£40.00	No charge	N/A	N/A
Replacement brown bin	No charge	No charge	No charge	No charge	£20.00	£41.50
1100 bin (roll tops and flat tops per bin)	No charge	N/A	£320.00	N/A	POA	POA
1100 bin (lid in lid per bin)	No charge	N/A	£320.00	N/A	POA	POA
Food waste containers	No charge	N/A	No charge	N/A	N/A	No charge

### 4 PROPOSED ACTION

- 4.1 It is proposed that a charge for the provision of wheeled bins to new properties is made under the EPA 1990. This charge would be calculated as

cost of purchase, administration and delivery. This charge would apply to all new properties requiring new bins, including developments where communal bins are required.

- 4.2 Following recommendations from the Environmental Excellence Panel which met on June 27 2019 *“To accept the proposals for charging for the provision of waste bins to new properties as outlined in the report, excluding the raised charge; agree to the use of the enforcement powers available under the EPA 1990 to require householders to use the specified types of wheeled bin or be refused a waste collection”*, an option to propose charges on a ‘cost’ basis was agreed. The Minutes of the meeting are attached at item 8 of this Agenda. Following this Panel meeting a suggestion was made by the Portfolio Holder for Environmental Excellence to include a 10 percent surcharge within the price model, rounded off to the nearest pound, to build in resilience for cost fluctuations throughout the year.
- 4.3 Replacement bins for existing residents will continue to be delivered free of charge, and new food waste customers will continue to be provided with a food caddy free of charge, to encourage the use of the food waste service. Garden waste (brown) wheeled bins will be replaced free of charge, again to encourage the use of the paid service and to encourage recycling.
- 4.4 This proposal would save approximately £31,000 per annum based on option 1; option 2 would generate an additional £3,100 per annum approximately. These figures are approximate given the price of new bins purchased fluctuates dependent on the market and also how many bins are purchased in bulk.
- 4.5 An example of the proposed charges are outlined in Table 2 below. The prices are based on current costs to the Council and would be subject to change in the future dependent on costs which can rise and fall. The cost is dependent on market prices and delivery costs imposed by future waste arrangements. These prices are therefore indicative only.

**Table 2: Example breakdown of total proposed charges**

<b>Detail of order</b>	<b>Cost of two bins</b>	<b>Delivery &amp; Administration charge</b>	<b>Rec. 1 total charge</b>	<b>10%</b>	<b>Rec. 2 Total charge</b>
New property grey and green 240	£32.00	£18.30	£50.30	£5.03	£55.00
New communal property (e.g. serving a block of flats) Green/ grey 1100 bin (roll tops and flat tops)	£140.00	£21.19	£161.19	£16.12	£177.00

New communal property Green/ grey 1100 bin (lid in lid)	£240.00	£21.19	£261.19	£26.12	£287.00
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- 4.6 In the first instance the developer would be approached during the planning stages to make them aware of the charges and to offer them the chance to work with the Council to ensure all facilities are in place for new residents at the point they move in. This would involve the developer purchasing the bins from the Council in advance, but not taking delivery until the new resident was ready to receive them. Where the developer opts not to pay, the charge would fall to new residents when they move into their new property and request new bins. Where communal bins are required, the cost will likely fall to the Management Company or Housing Association responsible for the accommodation if the developer does not absorb the cost.
- 4.7 Where a householder refuses to pay the charges for new bins the Council is not obliged to collect household waste that is placed for collection, as stated under section 46(11) of the EPA 1990. Clearly this is not the desired outcome and officers would work with households where these issues arise. Collections will only be made by Broadland Council issued and/or approved wheeled bins. Powers exist under section 46(3) of the EPA 1990 by service of notice on the occupier of the property to require them to use specified receptacles when placing waste for collection and these would be enforced if required.

## 5 ISSUES AND RISKS

- 5.1 **Resource implications** – The Environmental Services Contracts Team will see a small increase in workload in taking payments for bins and administering a record where bins have been purchased in advance. The net overall increase in workload to the team will be minimal as there is already demand regarding orders for new or replacement bins that are processed in the same way. There will be no impact on the Council's contractor. Online payments will be made available via the Broadland website to allow residents to purchase directly; this will have a positive impact on resource.
- 5.2 **Legal implications** – There are no legal implications in adopting these proposals. The Council has a duty to collect household waste, and cannot charge for providing this statutory function. However, provision is made within the EPA 1990 to give Councils the ability to specify the type of receptacle to be used and the statutory function is not applicable where the householder fails to present the waste for collection in the specified manner.
- 5.3 **Equality implications** – none.

- 5.4 **Environmental impact** – None.
- 5.5 **Crime and disorder** – no impact is anticipated.
- 5.6 **Risks** – There is a small risk to the Council's reputation by introducing these charges, however the impact is expected to be very low based on other Council's experiences.

## **6 CONCLUSION**

- 6.1 Significant savings can be realised from introducing charges for wheeled bins for new properties and will help to offset increasing financial pressures on the Council.

## **7 RECOMMENDATIONS**

- 7.1 Accept the recommendations of the Environmental Excellence Panel, namely to accept the proposals for charging for the provision of waste bins to new properties as outlined in the report, excluding the raised charge; agree to the use of the enforcement powers available under the EPA 1990 to require householders to use the specified types of wheeled bin or be refused a waste collection;
- 7.2 Consider the proposal subsequently put forward by the Portfolio Holder for Environmental Excellence as outlined in section 4 of the report; namely to charge for the provision of waste bins to new properties at cost plus an additional 10 percent surcharge to build resilience into the price, by agreeing to the use of the enforcement powers available under the EPA 1990 to require householders to use the specified types of wheeled bin or be refused a waste collection;
- 7.3 Any other action that Cabinet deem appropriate.

## **COUNCIL TAX REDUCTION 2020/21**

**Report Author:** Becky Tye  
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**Portfolio Holder:** Finance

**Wards Affected:** All

**Purpose of the Report:** This report informs Cabinet of the options explored to mitigate the impact of Universal Credit (UC) on the Council Tax Reduction (CTR) Scheme.

### **Recommendations:**

That Cabinet agrees to:

- 1.1 The commencement of an eight week consultation with residents and stakeholders on the introduction of an income tolerance for CTR claimants who receive the Housing element of UC; and
- 1.2 Note the work officers will continue to undertake across the two Councils on processes to mitigate the wider impact of Universal Credit on Council Tax billing and collection.

## **2 SUMMARY**

- 2.1 Cabinet needs to consider the proposals which require public consultation before adopting any changes to the CTR Scheme for 2020/21.

## **3 BACKGROUND**

- 3.1 The current CTR Scheme is based on Regulations enacted in 2012 which translate the Council Tax Benefit Regulations 2006 into a template for a local discount scheme. These Statutory Instruments were written when UC was in its infancy and as the rollout has progressed, the impact is becoming more apparent.
- 3.2 The CTR Scheme must be reviewed annually. Any proposed changes which have the potential to reduce a claimant's entitlement to a Reduction must be informed by consultation with stakeholders.
- 3.3 Where a consultation is required it must be held in good time to inform the decision making process. Any amendments which are agreed must be in place before 11 March of the financial year preceding the effective date of the revisions.

## **4 CURRENT POSITION / FINDINGS**

- 4.1 The rollout of UC and the monthly reassessment of a claimant's entitlement has extended the administration and maintenance of CTR claims. It can also impact on an individual's Council Tax instalment plan, affecting their ability to meet their liability.
- 4.2 Officers from all Norfolk Councils have been meeting since November 2018 to consider potential future scheme designs which could mitigate these issues and bring uniformity across the county if possible.
- 4.3 As part of this project, Policy in Practice were commissioned to provide assessment of the impact of each Council's current scheme and to model other options. A summary of these proposals and initial findings can be found at Appendix 1.
- 4.4 In addition, officers from Broadland and South Norfolk Council have been working on local scheme variations based on high level modelling across the two authorities' caseloads. A summary of this proposal and initial findings can be found at Appendix 2.

## **5 PROPOSED ACTION**

- 5.1 In order to ensure that stakeholders are fully aware of the implications of



potential amendments to the scheme, which may impact entitlement to Council Tax Reduction, it is proposed that a consultation be run on the introduction of a tolerance scheme as outlined in Appendix 2.

- 5.2 The tolerance proposal allows the Council to address the key issue of reducing administration and maintenance of CTR claims where Universal Credit is in payment.
- 5.3 This proposal can be applied equitably across the working age caseload and does not require the purchase of additional IT software.
- 5.4 Officers will continue to work on processes to mitigate the impact of UC assessments on Council Tax instalments and collection.

## **6 OTHER OPTIONS**

- 6.1 Cabinet could consider pursuing the banded income or discount models outlined in Appendix 1 and take them out to public consultation.
- 6.2 While these models are options for the long term future of the Council Tax Reduction Scheme, they require major reform of the Council's existing processes and significantly more work is required to scope the effect on individual claimants and the current budget.
- 6.3 Cabinet could agree to do nothing. Technical amendments could still be made to the scheme but this would not address the key issues that are presently affecting the CTR Scheme.

## **7 ISSUES AND RISKS**

- 7.1 **Resource implications** – Undertaking the consultation will have minimal cost as this can be carried out electronically.  
  
Staffing resource will be required to set up the consultation and analyse the responses. This will not be an additional draw on resources as the Benefits Project and Training Officer has undertaken this duty in previous years.
- 7.2 **Legal implications** – A consultation is required by statute under paragraph 3 of Schedule 1A of the Local Government Finance Act 1992.
- 7.3 **Equality implications** – The Council has a duty to ensure that it seeks to engage with residents and stakeholders with protected characteristics throughout the consultation process.
- 7.4 **Environmental impact** – There are no implications of any environmental impact
- 7.5 **Crime and disorder** – There are no implications of any impact on crime and disorder
- 7.6 **Risks** – There is a risk that the current analysis does not reflect the impact of

UC as the rollout continues. In order to mitigate this, further analysis will be conducted to evidence the potential effect of introducing a tolerance. This will be reported to Cabinet along with the outcome of the public consultation.

## **8 CONCLUSION**

- 8.1 Conducting a public consultation on the introduction of a tolerance within CTR claims where UC Housing costs are in payment will be the first step in aligning Broadland's CTR Scheme with South Norfolk's.
- 8.2 The proposal addresses the key issue of reducing the impact of UC on CTR claims without the need for a radical overhaul of the current scheme.

## **9 RECOMMENDATIONS**

That Cabinet agrees to:

- 9.1 The commencement of an eight week consultation with residents and stakeholders on the introduction of an income tolerance for CTR claimants who receive the Housing element of UC; and
- 9.2 Note the work officers will continue to undertake across the two Councils on processes to mitigate the wider impact of Universal Credit on Council Tax billing and collection.

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## **Background Papers**

None

## Policy in Practice Initial Modelling Observations

### INTRODUCTION

In January 2019 all Norfolk councils commissioned Policy in Practice to model two initial schemes; an income-banded scheme and a discount scheme. While the councils agreed scheme characteristics that would apply to all councils, each local authority specified areas of the modelling which were tailored to its council's needs.

### BROADLAND'S MODELLING OBJECTIVES:

The principle objectives for Broadland were identified as being:

- To simplify administration
- To ensure the scheme is simple and easy for customers to understand

### THE INCOME-BANDED SCHEME (MODEL 1)

An income-banded scheme delivers different levels of support which varies depending on a household's earnings and composition.

The Broadland income-band scheme model is as follows:

Band	Level of earnings (£/week)			Discount (%)
	Households with no children	Households with 1-2 children	Households with 3+ children	
1	War pensioners	War pensioners	War pensioners	100%
2	£0	£0	£0	83%
3	£0.01 - £75.99	£0.01 - £101.99	£0.01 - £117.99	55%
4	£76.00 - £151.99	£102.00 - £203.99	£118.00 - £235.99	40%
5	£152.00 - £227.99	£204.00 - £305.99	£236.00 - £354.99	35%
6	> £230.00	> £306.00	> £355.00	0%

## THE DISCOUNT SCHEME (MODEL 2)

A discount scheme is where households are sorted into bands based on fundamental household characteristics.

The Broadland discount scheme model is as follows:

Band	Characteristics	Discount (%)
1	War Pensioners	100%
2	In receipt of passported benefits	83%
3	Not in receipt of passported benefits – with children	55%
4	Not in receipt of passported benefits – no children	43%

## COST COMPARISON

Reducing the cost of the scheme was not identified as a key driver for the modelling project. Policy in Practice therefore reverse engineered the predicted cost of the existing scheme. The projected increase in expenditure derives from the Pensionable Age part of the scheme, which cannot be redesigned.

Current Scheme			Model 1		Model 2	
2018/19	2020/21	Change (£/annum)	2020/21	Change (£/annum)	2020/21	Change (£/annum)
£2,411,820	£2,492,324	£80,504	£2,491,464	£79,644	£2,492,829	£81,009

The Council has different options for considering the financial impact that changing the scheme will have on claimants: considering the discount entitlement as a standalone amount, or looking at the overall financial impact on a household's financial circumstances.

The Policy in Practice analysis shows that:

- The impact on claimants' CTR entitlement varies depending on their household
- The majority of households see the highest take home income under the existing scheme.

The impetus for change to our scheme is the introduction of Universal Credit (UC) and the impact this will have on our administration and collection.

The report estimates that 32.8% of our claimants will migrate to UC by the year 2020/21. Based on current caseload breakdown this equate to approximately 16% of Broadland's claimants.

This raises the following issues:

- 1) Does the limited number of claimants potentially affected justify wholesale change at this stage?
- 2) What are the mid to long term effects of the two schemes in relation to the overall scheme budget?

## WINNERS AND LOSERS

Model 1 - Banded Scheme	Model 2 - Discount Scheme
301 households reduce by £5.00pw or more (10.3% of WA caseload)	400 households reduce by £5.00pw or more (13.7% of Working Age caseload)
Biggest reductions seen by low earners	Biggest reductions seen by low earners
211 households increase by £5.00pw or more (7.2% of Working Age caseload)	298 households increase by £5.00pw or more (10.2% Working Age caseload)
Biggest increases seen by high earners	Biggest increases seen by high earners
44 households lose support altogether	43 households lose support altogether

The average band D Council Tax Charge in Broadland is currently £33.65 per week; a £5.00 per week reduction is a 15% reduction at this level and would be higher proportion for lower bands.

More information is required on the total number of claimants who benefit and lose out in both models.

The initial modelling suggests that low and middle earners will be at the most detriment if either model were implemented. Further analysis will be required to consider the impact on all earners.

**ADMINISTRATION**

Both models have the clear potential to reduce the number of overall reassessments required per claim due to the banded system.

This has the potential to reduce the number of revised Council Tax bills that need to be issued and the number of times a payment schedule is amended for the household. These outcomes could improve collection rates for CTR claimants.

The back office process is not simplified however. Each change notified to the Council will still need to be reviewed by an assessment officer and assessed when appropriate. This administrative process requires the time and knowledge of the assessors.

As UC rolls out, the Council is seeing a significant increase in the number of Universal Credit Data Share (UCDS) records requiring assessment and work practices are being reviewed accordingly. Neither model present a method to reduce the number of transactions required in the process of administering CTR.

Both schemes create cliff edges for claimants. The Council will need to consider the potential impact on claimants moving between bands, where CTR support could decrease by up to 15% for the remainder of the financial year.

The cliff edge effect could be mitigated by introducing more bands into the scheme but this would result in a more complex scheme, overriding the principle objective.

Councils are required by legislation to consider transitional protection for claimants wherever a change is introduced.

**FAIRNESS**

The question of fairness has risen due to the implication that adopting either model will have a detrimental impact on a significant proportion of the current caseload.

The current scheme will be considered as the baseline for any changes that the Council makes as it is the scheme that has been decided.

## **Tolerance Scheme Local Modelling Observations**

### **INTRODUCTION**

Through discussions with all Norfolk Councils, officers became aware of the work being carried out by the Anglia Revenues Partnership (ARP) with their software provider, Capita, to incorporate a tolerance into their Council Tax Reduction (CTR) Schemes.

On the basis that software is being developed to operate a tolerance scheme but that it can be applied manually to a claim, officers at Broadland and South Norfolk agreed to model the impact on applying a tolerance to their respective caseloads.

### **THE TOLERANCE SCHEME**

Tolerances schemes provide an individual income band to claimants based on their Universal Credit (UC) award. A monthly tolerance level is determined by the Council and if a claimant's UC award increases or decreases within that range, the change is not processed.

This approach should require the Council to process less changes to a claimant's CTR claim, affording them continuity in their entitlement and reducing the need to revise their Council Tax liability and instalments.

### **MODELLING**

Both Councils analysed 200 changes in UC awards which were notified to the local authority between January 2019 and March 2019.

The amount of change from the previous month was captured and grouped together based on the weekly change in the award.

## Broadland Council Data Analysis

Increase in UC Maximum (weekly)**						No Change	Decrease in UC Maximum (weekly)**					
Up to £5+	£5 to £10+	£10 to £15+	£15 to £20+	£20 to £25+	Over £25+	£0	Up to £5-	£5 to £10-	£10 to £15-	£15 to £20-	£20 to £25-	Over £25-
£21.67pcm	£21.67 to £43.33pcm	£43.33 to £65pcm	£65 to £86.67pcm	£86.67pcm to £108.33pcm	£108.33pcm	£0	£21.67pcm	£21.67 to £43.33pcm	£43.33 to £65pcm	£65 to £86.67pcm	£86.67pcm to £108.33pcm	£108.33pcm
<b>17</b>	<b>15</b>	<b>11</b>	<b>8</b>	<b>10</b>	<b>25</b>	<b>36</b>	<b>30</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>6</b>	<b>22</b>
9%	8%	6%	4%	5%	13%	18%	15%	5%	4%	2%	3%	11%

Total UCDS COC files received in 3 months	De-minimus level (Increase and Decrease)				
959	£5	£10	£15	£20	£25
% reduction in re-assessments	42%	54%	63%	69%	77%
actual reduction of re-assessments over 3 months	398	513	599	657	734

## South Norfolk Council Data Analysis

Increase in UC Maximum (weekly)**						No Change	Decrease in UC Maximum (weekly)**					
Up to £5+	£5 to £10+	£10 to £15+	£15 to £20+	£20 to £25+	Over £25+	£0	Up to £5-	£5 to £10-	£10 to £15-	£15 to £20-	£20 to £25-	Over £25-
£21.67pcm	£21.67 to £43.33pcm	£43.33 to £65pcm	£65 to £86.67pcm	£86.67pcm to £108.33pcm	£108.33pcm	£0	£21.67pcm	£21.67 to £43.33pcm	£43.33 to £65pcm	£65 to £86.67pcm	£86.67pcm to £108.33pcm	£108.33pcm
<b>29</b>	<b>8</b>	<b>5</b>	<b>1</b>	<b>3</b>	<b>42</b>	<b>64</b>	<b>11</b>	<b>8</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>17</b>
15%	4%	3%	1%	2%	21%	32%	6%	4%	2%	2%	2%	9%

Total UCDS COC files received in 3 months	De-minimus level (Increase and Decrease)				
1885	£5	£10	£15	£20	£25
% reduction in re-assessments	52%	60%	65%	67%	71%
actual reduction of re-assessments over 3 months	980	1131	1216	1263	1329



## **PUBLIC SERVICE CO-OPERATION AGREEMENT WITH NORFOLK COUNTY COUNCIL TO BRING £1.2M INVESTMENT TO THE BURE VALLEY PATH AND RAILWAY**

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**Portfolio:** Economic Development

**Wards Affected:** Aylsham, Buxton, Coltishall, Wroxham

### **Purpose of the Report:**

Norfolk County Council has received £1.2m from an Interreg visitor economy fund to invest in refurbishment projects along the Bure Valley Path and with the Bure Valley Railway 1991 Ltd. This report seeks approval to sign up to a Public Service Cooperation Agreement with Norfolk County Council to enable the investment to be drawn down.

### **Recommendations**

1. To approve the signing of the Public Service Cooperation Agreement with Norfolk County Council for a 10 year period; and delegate authority to the Director of Place in consultation with the Portfolio Holder for Economic Development to agree anything other than changes to the principle of the agreement.

## **1 SUMMARY**

- 1.1 Norfolk County Council (NCC) was informed on 10 July 2019 that it had been successful in securing substantial Interreg funding for the County.
- 1.2 This bid has significant impacts in supporting green infrastructure and sustainable tourism in the area.
- 1.3 This represents an opportunity to secure considerable investment to assist with the refurbishment of the Bure Valley Path (BVP), which runs adjacent to the Bure Valley Railway (BVR), and enhancements to the visitor attraction as a whole. This has the potential to drive further footfall to the district and see an increase in visitor spend in the area.
- 1.4 In order to draw down the Interreg funding the Council and NCC will need to enter into a Public Service Co-operation Agreement.

## **2 BACKGROUND**

- 2.1 The Council has recently re-evaluated its position in terms of supporting green infrastructure across the district to assist with and support the significant growth plans.
- 2.2 NCC's emphasis on Green Infrastructure has shifted having recently quadrupled their targets for walking and cycling to work in market towns by 2025, as well as funding an ambitious 'Recycling the railways project'. As a result of this shift NCC considers the BVP and BVR to be a key link in the aspiring 'Green Loop' made up of Marriott's Way and the proposed Broadland Way. The Green Loop is being promoted by NCC as a key walking and cycling route, connecting an area of major growth to important sites in Norfolk for tourism. Furthermore, it is a joint ambition for both NCC and the Council, which is reflected by it being a key green infrastructure project on the Greater Norwich Investment Plan (GNIP). Green infrastructure also underpins the achievement of the growth agenda in this area.
- 2.3 Championing this Green Loop is seen as an important role for the Council in terms of Environmental Excellence and Economic Development. With the significant number of houses in the growth triangle, access to this route would allow people wider options with regards to transport for employment, schools/training opportunities, health and well-being or leisure requirements.
- 2.4 In April 2019 the Council signed a 'Letter of Engagement' to assist Norfolk County Council prepare a funding bid to the Interreg VA France (Channel) England Programme for a tourism 'Experience' application. This was to provide, in kind, the value of the asset of the BVR as match funding for the project which could fund improvements to the BVP including work to access points – an amount of £365,000. This 'Experience' bid was to support extending the visitor season by making facilities that are attractive to a wider audience over a greater period of time than the usual annual holiday season.
- 2.5 NCC has been successful in the bid and has been awarded almost £6m, £1.2m of which it is seeking to invest in the BVP and BVR to improve visitor facilities.
- 2.6 The Council is not required to provide any financial contribution but would be required to enter into a form of partnership agreement so that NCC can undertake the improvement works on the Council's property.

### **3 CURRENT POSITION**

- 3.1 The BVP has not had significant investment since it opened to the public in 1991. The Council undertakes regular maintenance of the route at a cost of approximately £10,000 per annum, but budgets have not allowed major refurbishments or upgrades of the route to increase accessibility for cyclists, walkers or those with mobility issues.
- 3.2 NCC has provided a draft Public Service Co-operation Agreement which it is asking the Council to sign up to which will enable the funds to be drawn down and invested in the BVP and BVR. This is attached at Appendix 1. The Council has taken legal advice on the form of the agreement which is explored at 6.2 of this report.
- 3.3 Should this funding be accessed a range of projects and improvements can be delivered over a four year period. For example:
- Improvements to access points and signage.
  - Improvements to surface dressing.
  - Improvements to biodiversity and greater access to green areas.
  - Improvements to stations along the route.
  - Installation of route counters to measure user numbers.
  - New and improvements to facilities for cyclists – showers, storage etc.
  - Railway improvements – carriage conversion for cyclists/wheelchairs.
  - Wi-Fi connectivity points.
  - Awareness raising and marketing to promote the route for visitors.
- 3.4 The Council will work closely with officers from NCC to identify and agree each proposed project so that maximum benefit can be gained. The Council will also manage the relationship with the BVR to see that investment to railway visitor facilities by NCC also enhances the property and attract visitors.
- 3.5 The time period for using this money is for 4years, but it is recommended the Agreement be signed up to by the Council for 10 years. This will allow NCC to seek further external funding that could be used to support green infrastructure projects on Council owned land without the need for further agreements to be signed.

### **4 PROPOSED ACTION**

- 4.1 It is proposed that the Council sign the Public Service Co-operation Agreement with Norfolk County Council to enable this funding to be invested in the district and improve access for residents and visitors to the Bure Valley Path and Railway.

### **5 OTHER OPTIONS**

- 5.1 N/A

### **6 ISSUES AND RISKS**

- 6.1 Resource Implications – The whole project will be delivered by the Environment team at NCC. However, the Council will need to commit a small amount of staff resource to oversee the project which is considered to be acceptable due to the scale of the investment and can be absorbed into existing staff roles.

- 6.2 **Legal Implications** – the Public Service Cooperation Agreement has been drafted by NPLaw. Therefore it has been necessary to seek impartial legal opinion on said agreement from Birketts solicitors. There is an ongoing discussion between the parties about points of clarification and drafting, but the principle of the agreement is considered sound. Should the continued dialogue result in any matters that change the principle of the agreement then it is proposed that this come back before members. If the changes are minor to substantial but don't affect the principle of the agreement then it will be recommended that this be delegated to the Director of Place in consultation with the Portfolio Holder for Economic Development. Further to this it is suggested that the agreement is signed up to for a period of 10 years. This will allow NCC to seek further external funding that could be used to support green infrastructure projects on Council owned land without the need for further agreements to be signed.
- 6.3 **Equality Implications** – Overall none. Individual projects will be assessed to ensure there are no adverse impacts. The investment will support improved equality of access to a countryside site and tourist attraction.
- 6.4 **Environmental Impact** – Overall a net benefit to the whole route. Improvements to biodiversity and green spaces will form a large part of the funding.
- 6.5 **Crime and Disorder** – No impact upon crime and disorder.
- 6.6 **Risks** – The Council could be seen in a negative light should it determine not to bring forward this local investment of £1.2m in green infrastructure. The funds could then be invested in other districts should the appropriate match be found, or lost from Norfolk if not.

## 7 CONCLUSION

- 7.1 It is concluded that the Council should support the project and sign the partnership agreement to last for 10 years. This is the most significant investment that the district has seen in green infrastructure from an external source. The improvements will allow greater and safer access to the route for a wider number of visitors. Visitor economy impacts will be measured to ensure maximum value for money is achieved.

## 8 RECOMMENDATIONS

- 8.1 To approve the signing of the Public Service Cooperation Agreement with Norfolk County Council for a 10 year period; and delegate authority to the Director of Place in consultation with the Portfolio Holder for Economic Development to agree anything other than changes to the principle of the agreement.

## Background Papers

None

DATED

17 July 2019

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**PUBLIC SERVICE CO-OPERATION AGREEMENT**

between

**THE NORFOLK COUNTY COUNCIL**

and

**BROADLAND DISTRICT COUNCIL**

**THIS AGREEMENT** is dated 23 April 2019

## **PARTIES**

- (1) THE NORFOLK COUNTY COUNCIL of County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH ("**Norfolk County Council**")
- (2) BROADLAND DISTRICT COUNCIL whose administrative offices at Norwich NR7 0DU ("**Broadland District Council**")

## **BACKGROUND**

- (A) Norfolk County Council and Broadland District Council wish to work collaboratively for the Cooperation Platform (as defined below).
- (B) This Agreement sets out the arrangements for the Cooperation Platform.
- (C) This Agreement is intended to fulfil the requirements for a public sector co-operation arrangement within the meaning of regulation 12(7) of the Public Contracts Regulations 2015.

## **AGREED TERMS**

### **1. INTERPRETATION**

The definitions and rules of interpretation in this clause 1 apply throughout this agreement.

**Applicable Law:** the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to carrying out of The Cooperation Platform.

**Background IPR:** any and all Intellectual Property Rights that are owned by or licensed to either party and which are or have been developed independently of The Cooperation Platform (whether prior to the Effective Date or otherwise).

**Confidential Information:** any information, however conveyed or presented, that relates to the business, affairs, operations, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how and personnel of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably to be considered to be confidential.

**Consents:** all permissions, consents, approvals, certificates, permits, licences, agreements and authorities (whether statutory, regulatory, contractual or otherwise) necessary for carrying out The Cooperation Platform.

**Norfolk County Council Data:** any data (including any personal data relating to the staff of Broadland District Council), documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium, that are supplied to Broadland District Council by or on behalf of Norfolk County Council.

**Norfolk County Council's Representative:** John Jones or any replacement person appointed by Norfolk County Council and notified by Norfolk County Council as the person responsible for managing Norfolk County Council's overall relationship with Broadland District Council under this Agreement.

**Norfolk County Council Responsibilities:** the responsibilities of Norfolk County Council as specified in this Agreement and The Cooperation Platform Brief;

**Effective Date:** the commencement date for The Cooperation Platform concerned, as specified in The Cooperation Platform Brief

**Employees:** employees of Broadland District Council or Norfolk County Council or any contractor of either of them who are engaged in the provision of any Cooperation Platform.

**Employment Regulations:** the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**End Date:** the date specified in The Cooperation Platform Brief as the end date for The Cooperation Platform or such earlier date as The Cooperation Platform comes to an end in accordance with the terms of this Agreement.

**Force Majeure Event:** any cause affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to Norfolk County Council or Broadland District Council's personnel.

**Foreground IPR:** any and all Intellectual Property Rights that developed as part of the work of The Cooperation Platform.

**IPRs:** any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures

and particulars, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.

**Cooperation Platform Budget:** the agreed funding for The Cooperation Platform as agreed in the Annual Programme

**Cooperation Platform:** means the collaboration Cooperation Platform described in The Cooperation Platform Brief

**Cooperation Platform Brief:** means the document annexed hereto.

**Annual Programme:** means the outline annual programme of Works and Activities for Year as agreed in accordance with Clause 4.3.

**Regulatory Bodies:** those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled by any Applicable Law to supervise, regulate, investigate or influence the matters dealt with in this agreement or any other affairs of Norfolk County Council or Broadland District Council.

**Term:** the period commencing on the Effective Date and continuing until xxxx.

**Broadland District Council Data:** any data (including any personal data relating to the staff of Broadland District Council), documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium, that are supplied to Norfolk County Council by or on behalf of Broadland District Council.

**Broadland District Council's Representative:** xxxx or any replacement person appointed by Broadland District Council and notified to Norfolk County Council being the person responsible for managing Broadland District Council's overall relationship with Norfolk County Council under this Agreement.

**Broadland District Council's Responsibilities:** the responsibilities of Broadland District Council as specified in this Agreement and The Cooperation Platform Brief;

**VAT:** value added tax as provided for in the Value Added Tax Act 1994.

**Working Day:** Monday to Friday, excluding any public holidays in England and Wales.

- 1.1. Words in the singular include the plural and in the plural include the singular.
- 1.2. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.3. Clause and schedule headings shall not affect the interpretation of this agreement.



- 1.4. References to clauses and schedules are, unless otherwise provided, references to the clauses of and schedules to this agreement.
- 1.5. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6. If there is a conflict or ambiguity between the clauses of this agreement and the schedules, the conflict shall be resolved in accordance with the following in order of precedence:
  - (a) the clauses; and
  - (b) the schedules.
- 1.7. Unless a right or remedy of a party is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party's other rights and remedies.
- 1.8. A person includes a corporate or unincorporated body (whether or not having a separate legal personality).
- 1.9. Any phrase introduced by the words **including, includes, in particular or for example** or similar shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.10. **Writing** or **written** includes faxes but not email.

## 2. COMMENCEMENT AND DURATION

- 2.1. This Agreement shall commence on the Effective Date and shall continue until the End Date.
- 2.2. Either party may terminate this Agreement early upon expiry of 20 Working Days written notice where the other party is in material breach of its obligations under this Agreement and fails to take reasonable action to remedy such breach having been given written notice to so.

## 3. THE COOPERATION PLATFORM

- 3.1. The Cooperation Platform:
  - (a) Involves the following similar or complementary functions / services that both parties either are involved in performing or contributing to:

<b>Function of Norfolk County Council</b>	Provide for Government and management of its area at the local level. Specifically, act as a representative, informed and responsible decision-maker in the interests of the community. Ensuring statutory obligations relevant to the Environment
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	Team are fulfilled, for example with regard to The Conservation of Habitats and Species Regulations 2010 (as amended), The Countryside and Rights of Way (CROW) Act 2000 and A Green Future: Our 25 Year Plan to Improve the Environment (2018), as per the Environment Team Business Plan.
<b>Functions of Broadland District Council is</b>	xxxx

- (b) will be implemented based solely on public interest considerations. In particular, that neither party will use the work connected with The Cooperation Platform for commercial gain or exploitation; and
  - (c) The Cooperation Platform involves activities that are not performed on the open market for more than 20% of the total of such activities performed by either Norfolk County Council and Broadland District Council.
- 3.2. Broadland District Council shall comply with Broadland District Council's Responsibilities in respect of The Cooperation Platform.
- 3.3. Norfolk County Council shall comply with Norfolk County Council responsibilities in respect of The Cooperation Platform.

#### 4. THE PARTIES' OBLIGATIONS

- 4.1. As from the Commencement Date the Parties will each authorise the other to carry out on their behalf the Specific Works and Activities. The Party ("the Delivery Party") acting under the authority of the other ("the Authorising Party") will be required to deliver the Works and Activities in accordance with any requirement of law or enactment that applies to the Authorising Party.
- 4.2. The Parties have agreed:
- (a) an outline programme for the scope and delivery of the Programme as set out in the Specification;
  - (b) that the Parties respective Contributions to the Programme will be agreed in outline on an annual basis, and confirmed in detail from time to time in advance of Specific Works and Activities being carried out
- 4.3 The Parties shall aim to agree an outline Annual Programme by 31st March in each year, including the scope and delivery of Works and Activities. Confirmation of Specific Works and Activities within the Programme, and including the details specified in clause 3.2 above, shall be agreed in writing prior to any expenditure or liability being incurred in relation to that Annual Programme.

- 4.4 The Parties agree that they shall each perform their part of the Programme and their obligations in accordance with this Agreement, in a timely manner.
- 4.5 The Parties shall each:
- (a) make any Contributions promptly
  - (b) co-operate and use all reasonable endeavours to ensure the success of the Programme;
  - (c) be under a duty to act in good faith and in the spirit of co-operation in carrying out the Programme;
  - (d) ensure that all communications are constructive, comprehensive, timely and open;
  - (e) provide information promptly to one another relating to their involvement in the Programme;
  - (f) promptly raise any issues or any difficulties, problems or opportunities that arise and use reasonable endeavours to resolve them promptly; and
  - (g) aim to reach agreement in discussions for the good of the Programme rather than for individual Party gain.
- 4.6 Each Party shall inform the other promptly of any event that is liable to prejudice or delay the performance or completion of any Annual Programme as agreed or any agreed Specific Works or Activities in the Programme, or of any situation or event that makes it difficult for one Party to provide its Contributions or any of them. The provision of information under this Clause shall not release or excuse that Party from any of its obligations under this Agreement without the written consent of the other Party.
- 4.7 The Delivery Party shall deliver progress reports on the activities on any Works and Activities undertaken during the previous calendar month, which shall include: (a) progress, risks and issues encountered with the Works and Activities;
- (b) any proposed changes to the manner in which the Works and Activities are carried out that affect the matters agreed between the Parties in relation to them;
  - (c) where the Parties have agreed that the Delivery Party will be reimbursed by the Authorising Party for all or part of its costs in delivering those Specific Works and Activities, the time spent on those Works and Activities; and

- (d) insofar as the expenditure relates to Specific Works and Activities for which the Parties have agreed that the Delivery Party will be reimbursed by the Authorising Party, an account of the financial spend (including but not limited to invoices; allocation of spend within the Parties such as staff and expenses; and external spend, including plant, equipment and subcontractors) during the previous calendar month as compared against initial budget allocation for each Specific Works and Activities

## **5 DELIVERY PARTY**

- 5.3 The Parties shall agree which Party shall be the Delivery Party for each of the Specific Works and Activities.

- 5.4 The Delivery Party in each case shall:

- (a) be responsible for the delivery of the Specific Works and Activities;
- (b) manage the delivery of the Specific Works and Activities as set out in any detailed specification for them;
- (c) provide adequate management and support staffing to administer the Works and Activities effectively;
- (d) appoint the Project and
- (e) be responsible for all financial management and administrative aspects of the Specific Works and Activities.

- 5.5 The Delivery Party in each case shall be the contracting party in respect of any contracts entered into with third parties (including but not limited to contractors and consultants) employed for the purpose of delivering the Specific Works and Activities and shall be responsible for all liabilities in respect of such contracts.

- 5.6 Any contracts let by the Delivery Party shall comply with the provisions of the Public Contracts Regulations 2015 (as amended) and the Public Contracts Directive 2014/24/EU.

## **6. BUDGET AND COST SHARING**

- 6.1 The Parties shall agree in writing by 31st March in each Year the Financial Contributions for the following Year's Annual Programme.
- 6.2 The Parties shall not be liable to make any Financial Contributions to the Programme unless and until:
  - (a) the Parties have agreed in writing the Annual Programme for the Year to which the sum relates
  - (b) the Specific Works and Activities for which a Financial Contribution is sought have been agreed by the Parties; and

- (c) the Parties have submitted correct and valid VAT invoices to the other Party along with such information as they may reasonably require to verify entitlement to payment in respect of the part or parts of the Works and Activities completed.
- 6.3 Each Party's Financial Contributions are exclusive of all Value Added Tax and all other taxes and duties, which if payable shall be payable by that Party from time to time levied upon its Financial Contributions at the then applicable rate.
- 6.4 Part of the Parties' respective Contributions towards the Programme during the Programme Period will be such Non-Financial Contributions as are agreed from time to time between them.
- 6.5 Financial Contributions and other resources allocated to the Programme by the Parties shall only be expended or committed in accordance with this Agreement unless otherwise agreed in writing by the Parties.
- 6.6 The Delivery Party shall be responsible for the financial management of any Specific Works and Activities it has agreed to carry out. Where the Parties have agreed that the Delivery Party will be reimbursed by the Authorising Party for all or part of its costs in delivering those Specific Works and Activities, the Delivery Party shall:
  - (a) put in place appropriate financial management and auditing procedures for those Specific Works and Activities, in order to control expenditure and ensure that costs are properly incurred and can be clearly identified ;
  - (b) produce and deliver to the Authorising party a monthly progress report of financial activity; and
  - (c) produce and deliver to the other Party by no later than 30th April in the Year immediately following the Year to which it relates a final account for that Year's Annual Programme setting out financial activity (this shall include as a minimum details of the same categories of financial activity
- 6.7 Each Party shall, whenever reasonably required by the other Party provide that Party with access to any relevant financial records or other information as are required, in order for that Party to fulfil its audit requirements in respect of this Agreement. In the event that any additional costs are reasonably incurred by a Party as a result of the requirements then these shall be met separately by the Party requesting the records.
- 6.8 Each Party when acting as Delivery Party shall ensure that any third party contractor it engages has appropriate financial and auditing procedures in place to manage its commitments to the Works and Activities and Programme and shall ensure that it has complied with all relevant tax requirements in relation to its contribution.

## **7 STAFFING**

- 7.1 Each party shall be responsible for its own personnel engaged in The Cooperation Platform. In the event that any Employee becomes redundant as a result of the ending of The Cooperation Platform, the party employing that employee during the Cooperation Platform shall be responsible for redundancy and other costs and liabilities associated with the termination of their employment.
- 7.2 The Cooperation Platform will allow an exchange of staff between Norfolk County Council and Broadland District Council for work specific to the Cooperation Platform however will not change their employment contracts
- 7.3 The parties have assessed that TUPE should not apply to any personnel engaged in The Cooperation Platform because:
- (a) No personnel of either party are currently predominately dedicated to activities within the scope of The Cooperation Platform or ones substantially the same.
  - (b) No personnel are expected to be predominately dedicated to the work of The Cooperation Platform during its currency.
- 7.4 In the event that as a result of the ending of The Cooperation Platform the employment of any person transfers from one party to the other pursuant to Employment Regulations the party who is the transferor employer shall indemnify and keep indemnified the other party against all losses and costs associated with any termination of employment of such employee occurring within six months of the date of the transfer of their employment provided that the indemnified party takes all reasonable steps to mitigate such losses or costs (including complying with any reasonable and lawful recommendation of the indemnifying party as to such mitigation).

## **8 INTELLECTUAL PROPERTY RIGHTS (IPRs)**

It is agreed that:

- 8.1 any Background IPR owned by a party used in The Cooperation Platform shall be licenced to the other party to use solely for the purpose of The Cooperation Platform.
- 8.2 Each Party shall own the Foreground IPR generated by its employees, students and/or agents under The Cooperation Platform and shall ensure that it secures ownership of such Foreground IPR from its employees, students and agents.
- 8.3 Each party grants to the other a perpetual, irrevocable licence to use, adapt or share any foreground IPR for any non-commercial, internal research and development activities.

- 8.4 Where either party acquires, by operation of law, title to IPRs of the other referred to in clause 8.1 to 8.3, and this acquisition is inconsistent with the allocation of title set out in those clauses, such IPRs shall be assigned by it to the other party on the request of the other party, whenever that request is made.

## **9 DATA**

- 9.1 Norfolk County Council acknowledges that Broadland District Council Data is the property of Broadland District Council and Broadland District Council reserves all IPRs which may, at any time, subsist in University Data.
- 9.2 Broadland District Council hereby grants to Norfolk County Council, for the Term, a non-exclusive, non-transferable, royalty-free licence to use Broadland District Council Data solely for the purpose of carrying out The Cooperation Platform. Norfolk County Council shall not:
- (a) share Broadland District Council Data with any other person other than is strictly necessary for the carrying out of The Cooperation Platform; or
  - (b) use Broadland District Council Data for any purpose other than The Cooperation Platform.
- 9.3 Broadland District Council acknowledges that Norfolk County Council Data is the property of Norfolk County Council and Norfolk County Council reserves all IPRs which may, at any time, subsist in Council Data.
- 9.4 Norfolk County Council hereby grants to Broadland District Council, for the Term, a non-exclusive, non-transferable, royalty-free licence to use Norfolk County Council Data solely for the purpose of carrying out The Cooperation Platform. Broadland District Council shall not, without the prior written permission of Norfolk County Council:
- (a) share Norfolk County Council Data with any other person other than is strictly necessary for the carrying out of The Cooperation Platform; or
  - (b) use Norfolk County Council Data for any purpose other than The Cooperation Platform.

## **10 DATA PROTECTION**

It is not anticipated that The Cooperation Platform will necessitate the sharing or otherwise processing of personal data. In the event that The Cooperation Platform develops so that this is required, the parties will not do so until such time as a supplementary agreement has been entered into delineating the party's respective responsibilities under the General Data Protection Regulation 2016 and the Data Protection Act 2018.

## **11 CONFIDENTIALITY**

11.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:

- (a) treat the other party's Confidential Information as confidential; and
- (b) not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

11.2 Clause 11.1 shall not apply to the extent that:

- (a) such information was in the possession of the party making the disclosure, without obligation of confidentiality, prior to its disclosure; or
- (b) such information was obtained from a third party without obligation of confidentiality; or
- (c) such information was already in the public domain at the time of disclosure otherwise than through a breach of this agreement; or
- (d) such information was independently developed without access to the other party's Confidential Information; or
- (e) either party is obliged to disclose such Confidential Information pursuant to its duties under the Environmental Information Regulations 2004, the Freedom of Information Act 2000 or other applicable legislation or is ordered to disclose such information by a court tribunal regulator or other competent authority.

11.3 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of this agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPRs.

## **12 WARRANTIES AND REPRESENTATIONS**

12.1 Each party warrants, represents and undertakes to the other that:

- (a) it will carry out The Cooperation Platform in compliance with all Applicable Laws;
- (b) it has, and will continue to hold, all consents and regulatory approvals necessary to carry out The Cooperation Platform; and
- (c) it has, and will continue to have, all necessary rights in any Background IPRs, or any other materials made available by to the other party which are used to carry out The Cooperation Platforms;



### **13 FORCE MAJEURE**

Neither party to this agreement shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure Event.

### **14 GENERAL CONSEQUENCES OF EXPIRY AND TERMINATION**

14.1 On the End Date, each party shall repay to the other any amount which it may have been paid in advance in respect of The Cooperation Platform relating to work not provided as at the End Date;

14.2 The provisions of clause 7, 8, 9, 11, 12 and 24 shall survive the termination for any reason or expiry of this Agreement.

### **15 ASSIGNMENT AND NOVATION**

This Agreement and The Cooperation Platform may not be transferred, assigned or sub-contracted by either party without the written consent of the other party.

### **16 VARIATIONS**

This agreement may not be varied except by an agreement in writing expressed to vary this agreement signed by duly authorised representatives of the parties.

### **17 RELATIONSHIP OF THE PARTIES**

Nothing in this agreement is intended to create a partnership or legal relationship of any kind that would impose liability on one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall make representations, act in the name of, on behalf of or otherwise bind the other party.

### **18 PUBLICITY AND BRANDING**

Neither party shall make any press announcements or publicise this agreement or its contents in any way without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

### **19 SERVERANCE**

If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remainder of the provisions. If a provision of this agreement that

is fundamental to the accomplishment of the purpose of this agreement is held to any extent to be invalid, Norfolk County Council and Broadland District Council shall immediately commence good faith negotiations to remedy such invalidity. Neither party shall unreasonably withhold or delay their agreement to any such matters.

## **20 FURTHER ASSURANCE**

Each party undertakes, at the request of the other and at the cost of the requesting party, to do all acts and execute all documents which may be necessary to give full effect to this Agreement.

## **21 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

## **22 THIRD PARTY RIGHTS**

This Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to this agreement.

## **23 NOTICES**

Any notice required to be given under or in connection to this agreement shall be in writing, signed by or on behalf of the party giving it and shall be served by delivering it personally, or by sending it by pre-paid first-class post, recorded delivery or registered post for the attention of Norfolk County Council Representative or Broadland District Council Representative (as the case may be). Notices shall not be deemed to be served if sent by e-mail.

## **24 GOVERNING LAW AND JURISDICTION**

This agreement shall be governed by and construed in accordance with English law. Each party agrees to submit to the exclusive jurisdiction of the English courts. In the event of any breach of this Agreement the parties acknowledge that the normal commercial contractual remedies shall apply.

## **25 COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by the parties in separate counterparts, but shall not be effective until each party has executed and delivered at least one counterpart to the other party. Each counterpart, when executed and delivered, shall constitute an original and all the counterparts together shall constitute one and the same instrument.

This Agreement is signed by

Norfolk County Council acting by two authorised signatories

..... and .....

Broadland District Council acting by

..... and .....

## **Annex A– Bure Valley Path Schedule**

### **Scope**

The scope of the schedule will provide an 10 year maintenance and improvement plan for the trail element of the Bure Valley Path which will be reviewed and agreed on a yearly basis. The roles and responsibilities for delivery will be agreed as part of the schedule following the signing of the agreement and reviewed on a yearly basis each January by both parties.

### **Details of the Schedule**

#### **Annual Maintenance**

The schedule will detail the annual maintenance requirements and delivery for the Bure Valley Path. This will include (but not be limited to) the following elements

- Cutting Contract to ensure suitable access all year round on the trail
- Trees Maintenance to prevent any hazards and also preventing/ managing any tree diseasing including Chalara (Ash Die Back)
- Bridge Maintenance for all structures on the route
- Ecological Maintenance including the creation of a Habitat Management Plan

#### **Trail Improvements**

Works on projects to improve the trail including preparation of funding applications and wider feasibility work outside the scope of annual Maintenance

As a priority this will be looking at the Experience project development. The aims of the Experience project are

*“We will unite cross-sector tourism stakeholders and use local knowledge to co-create innovative tourism offer. Sustainability is key. We focus on low-impact activities which will not damage the host population and environment, working to protect natural/cultural assets for future economic and social resilience.*

*We will upgrade existing infrastructure to support enjoyable offseason access to the unique attractions in our region. Cutting-edge research, data and digital technology will be used to drive regional identity development, activation and demand stimulation to draw in new, high-value off-season visitors to Norfolk.”*

The Bure Valley Path has been identified as infrastructure that could be upgraded and we will work with the Experience team to develop this proposal.

NOT FOR PUBLICATION BY VIRTUE OF SCHEDULE 12A OF PART 1 PARAGRAPH 3 OF THE LOCAL GOVERNMENT ACT 1972 (AS AMENDED) BY THE LOCAL AUTHORITIES (ACCESS TO INFORMATION) (VARIATION) ORDER 2006 (contains information relating to the financial or business affairs of any particular person (including the authority holding that information))

Pages 53 - 55 are not available to the public because the information is confidential as it includes exempt information about the financial or business affairs of a person