

Notice of Cabinet

Date: Wednesday, 25 May 2022 at 10.00 am

Venue: Committee Suite, Civic Centre, Poole BH15 2RU



Membership:

Chairman:

Cllr D Mellor

Vice Chairman:

Cllr P Broadhead

Cllr M Anderson
Cllr B Dove
Cllr B Dunlop
Cllr M Greene

Cllr N Greene
Cllr M Iyengar
Cllr K Rampton
Cllr M White

Lead Members

Cllr H Allen
Cllr S Baron
Cllr N Brooks

Cllr L Fear
Cllr T Johnson
Cllr J Kelly

All Members of the Cabinet are summoned to attend this meeting to consider the items of business set out on the agenda below.

The press and public are welcome to view the live stream of this meeting at the following link:

<https://democracy.bcpCouncil.gov.uk/ieListDocuments.aspx?MIId=5010>

If you would like any further information on the items to be considered at the meeting please contact: Sarah Culwick (01202 817615) on 01202 096660 or email democratic.services@bcpCouncil.gov.uk

Press enquiries should be directed to the Press Office: Tel: 01202 118686 or email press.office@bcpCouncil.gov.uk

This notice and all the papers mentioned within it are available at democracy.bcpCouncil.gov.uk

GRAHAM FARRANT
CHIEF EXECUTIVE

17 May 2022



Maintaining and promoting high standards of conduct

Declaring interests at meetings

Familiarise yourself with the Councillor Code of Conduct which can be found in Part 6 of the Council's Constitution.

Before the meeting, read the agenda and reports to see if the matters to be discussed at the meeting concern your interests



What are the principles of bias and pre-determination and how do they affect my participation in the meeting?

Bias and predetermination are common law concepts. If they affect you, your participation in the meeting may call into question the decision arrived at on the item.

Bias Test

In all the circumstances, would it lead a fair minded and informed observer to conclude that there was a real possibility or a real danger that the decision maker was biased?

Predetermination Test

At the time of making the decision, did the decision maker have a closed mind?

If a councillor appears to be biased or to have predetermined their decision, they must NOT participate in the meeting.

For more information or advice please contact the Monitoring Officer
(susan.zeiss@bcpcouncil.gov.uk)

Selflessness

Councillors should act solely in terms of the public interest

Integrity

Councillors must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships

Objectivity

Councillors must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias

Accountability

Councillors are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this

Openness

Councillors should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing

Honesty & Integrity

Councillors should act with honesty and integrity and should not place themselves in situations where their honesty and integrity may be questioned

Leadership

Councillors should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs

AGENDA

Items to be considered while the meeting is open to the public

1. Apologies

To receive any apologies for absence from Councillors.

2. Declarations of Interests

Councillors are requested to declare any interests on items included in this agenda. Please refer to the workflow on the preceding page for guidance.

Declarations received will be reported at the meeting.

3. Confirmation of Minutes

To confirm and sign as a correct record the minutes of the Meeting held on 13 April 2022.

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4. Public Issues

To receive any public questions, statements or petitions submitted in accordance with the Constitution. Further information on the requirements for submitting these is available to view at the following link:-

<https://democracy.bcpccouncil.gov.uk/ieListMeetings.aspx?CommitteeID=151&Info=1&bcr=1>

The deadline for the submission of public questions is 4 clear working days before the meeting.

The deadline for the submission of a statement is midday the working day before the meeting.

The deadline for the submission of a petition is 10 working days before the meeting.

5. Recommendations from the Overview and Scrutiny Board

To consider recommendations from the Overview and Scrutiny Board on items not otherwise included on the Cabinet Agenda.

6. Joint Archive Service - Revised Inter-Authority Agreement

15 - 42

The Joint Archives Service (JAS) based at Dorset History Centre (DHC) in Dorchester is funded pro rata to population by Dorset Council and BCP Council. The JAS has been governed since 1997 by a tripartite Inter-Authority Agreement (IAA) signed that year between Dorset County Council, Bournemouth Borough Council and Borough of Poole, the three first tier councils then operating in Dorset. To allow continuity, the 1997 agreement was maintained through local government reorganisation in 2019. Following a consultant-led review of the JAS which reported in February 2021 which gathered opinions from officers and councillors, it was agreed at a meeting of the Joint Archives Advisory Board in April 2021 that the governance of the JAS required updating. This was in order to reflect both the new unitary council arrangements and the modern context in which the service operates. The agreement in Appendix 1 is the outcome of that process.

7. Fly-tipping and Fly-Posting Enforcement Pilot Review

43 - 64

On 26 May 2021 Cabinet considered the report [Fly-tipping and Fly-posting Enforcement Pilot](#) and resolved that:

(a) Cabinet approves the commencement of a 12-month pilot scheme to deploy a suitable qualified contractor to undertake investigations and prosecutions of fly-tipping and fly-posting incidents;

(b) Cabinet agrees to receive a further report following 6 months of this pilot, which will include recommendations for the future of this service; and

(c) Cabinet approves the levels of fines for relevant offences as per paragraph 10.

This report provides a review of the first 6 months of the pilot which, from September 2021 has been delivered by Waste Investigations Support and Enforcement Ltd (WISE), together with recommendations for the future of the service. WISE have been contracted on a cost-neutral basis to investigate and enforce against offenders of fly-tipping and fly-posting and ensure businesses meet legal requirements to manage waste lawfully and responsibly.

8. Harbourside Park - Strategic infrastructure improvements to the sluice channel linking Poole Park and Poole Harbour.

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The report seeks the allocation of CIL funding to replace the sluice channel at Harbourside Park and upgrade the sluice gate in Poole Park. Due to poor and further declining asset condition, public access is now restricted to the shared path and vehicular access is prohibited, negatively impacting BCP operations. As time goes on the likelihood of catastrophic failure increases, posing a risk to users, lagoon operations and water levels, and dividing up the greenspace.

An options study has been undertaken. Two options with similar estimated construction costs for both options have been identified which subject to securing funding need to be narrowed to one preferred option in the detailed design stage for tendering and construction.

Working closely with Landscape Architects the project will consider the benefits of a carefully designed open channel that would provide a focal point of interest, against the merits of an enclosed channel. This will consider public access, impact on the landscape, maintenance requirements and overall cost to deliver.

This strategic infrastructure improvement extends the work of the heritage funded Poole Park life project, including a new bridge over the sluice channel North of the railway line, will develop in parallel with the forthcoming Harbourside Masterplan and is considered within the current segregated cycleway improvement works.

Also linking wider to the Poole Quay public realm improvements to rejuvenate Poole; these works are one of a series of strategic improvements significantly enhancing the quality of place in Poole.

The report asks that Cabinet recommend to Council allocating CIL funds to complete detailed design and construction to ensure the tight project delivery programme can be achieved, for two key reasons – to reduce the

impact on the active travel fund works in 2023 and to carry out the work as soon as practicable to reduce the risk of failure of the sluice channel. The completed project will maintain a key asset for amenity and habitat in Poole Park and improve BCP operations.

9. Our Museum: Poole Museum Estate Redevelopment Programme

77 - 86

1. Poole Museum is undertaking a £7.7m redevelopment programme delivering capital improvements at the three historic buildings of the Museum Estate: Grade II listed Oakley's Mill, and the Grade I listed medieval buildings the Wool Hall and Scaplen's Court, as well as a programme of creative, cultural activity that will build and broaden audiences for the Museum.
2. Poole Museum has successfully secured £4.4m third-party funds from three major public funds: an NLHF project grant, a Historic England High Street Heritage Action Zone (HSHAZ) grant, and the Public Sector Decarbonisation Scheme (Salix). Additionally, third-party funding has been secured from a range of national and local trusts and foundations (including Garfield Weston and the Fine Family Foundation).
3. BCP's contribution to date is £2.15m including: existing borrowing of £1.023m Prudential Borrowing (approved June 2021); the balance of £1.120m approved third-party partnership fundraising underwritten by borrowing of £645,000 (£475,000 already secured); and a £455,000 contribution has been made to date from CIL/S106.
4. Costs have increased across the scheme as a result of a number of factors, but these include scope increase and national pressures on construction projects as a result of Covid and Brexit.
5. This has resulted in a funding gap of £1.4m and accordingly, approval is now sought for acceptance of a grant from Historic England, additional Prudential Borrowing, and a further contribution from CIL.

10. Urgent Decisions taken by the Chief Executive in accordance with the Constitution

Verbal
report

The Chief Executive to report on any decisions taken under urgency provisions in accordance with the Constitution.

11. Cabinet Forward Plan

To Follow

To consider the latest version of the Cabinet Forward Plan for approval.

No other items of business can be considered unless the Chairman decides the matter is urgent for reasons that must be specified and recorded in the Minutes.

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BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL
CABINET

Minutes of the Meeting held on 13 April 2022 at 10.00 am

Present:-

Cllr D Mellor – Chairman

Cllr P Broadhead – Vice-Chairman

Present: Cllr M Anderson, Cllr B Dunlop, Cllr M Greene, Cllr N Greene,
Cllr M Iyengar, Cllr K Rampton and Cllr M White

Also in attendance: Lead Member: Cllr T Johnson
Cllr D Butler

Present virtually: Cllr B Dove (Councillor Dove attended virtually and was therefore
unable to participate in the voting on the items listed below)
Lead Members: Cllr S Baron, Cllr N Brooks, Cllr L Fear and Cllr J
Kelly

Also in attendance virtually: Cllr S Bartlett and Cllr A Hadley

Apologies: Cllr H Allen

146. Declarations of Interests

There were no declarations of interest made on this occasion.

147. Confirmation of Minutes

The Minutes of the Cabinet meeting held on 9 March 2022 were confirmed and signed as a correct record.

148. Public Issues

The Leader advised that two questions and one statement had been received from members of the public who were present to address the meeting:

Question from Phil Hanchet on the Agenda Item 9 - BCP Seafront Strategy

BeachPeople are campaigning to have Whitely Lake (aka Kite Beach), Sandbanks harbour-side, designated by Defra as a Bathing Water.

This would mean that the Environment Agency will sample the water for E. Coli and Enterococci twenty times per bathing season (from mid-May to September inc.)

Whitley Lake would then become the only sample point downstream of the large number of CSOs in Holes Bay, source of the vast majority of sewage pollution in the Harbour.

Do any of the council departments, in particular Destination and Culture, have any objections to BeachPeople's campaign, and if so, what are those objections?

Response by the Portfolio Holder for Environment and Place

I would like to thank Mr Hanchet and the beachpeople for this question and their determination to get the Whitely Lake/Kite Beach designated as a bathing water site.

I've discussed this issue with seafront staff from Destination and Culture and regulatory officer's and as the portfolio holder covering Seafront Operations, I'm happy to support your request.

However, we are not intending to update or provide additional facilities in this area. As this is not land owned or managed by BCP Council, we are however conscious of its popularity and use and would support improvements.

As I know Mr Hanchet has concerns about water quality as I do, I thought it useful to let him know that I have written to all the BCP MP's and recently had a meeting with the local MP's about the water quality in the area.

The focus of the meeting was on sewage outflows and the work BCP Council has been doing with various agencies to address this. The aim was also to raise awareness with MP's and to focus on the impact on our Harbour / Shellfish industry. Sewage and the quality of our beaches was also discussed along with issues associated with people seeing foul surface water (mistakenly perceived as sewage) floating across beaches.

Question from John Sprackling on Agenda Item 12 – Cabinet Forward Plan

I note from the latest edition of the BCP News, that under the heading "**Delivering Our Big Planned vision for the future**" on page 6, that there is a paragraph which reads "Initially, FuturePlaces will concentrate on the following schemes" and this omits the Beach Road car park scheme.

To my surprise, this has been reinstated on the Cabinet Forward Plan (01 April 2022 to 31 July 2022) and listed for Cabinet Agenda on 27 Jul 2022 followed by Council Agenda on 13 Sep 2022.

What is the current status of the Beach Road Car Park scheme?

Reply from Councillor Philip Broadhead

The addition of the stand-alone item on the Beach Road Car Park onto the forward plan was actually an error and had been removed. Its because when we took it off last time it was thought that we would bring it back in six months and it's an automated system. This has now actually been removed from the forward plan.

In terms of background regeneration options are still being considered for the site with a clear steer from this administration that we would expect to see an improved public car park element form any part of the development. This is a very underused car park however the solution to that problem does not mean getting rid of the car park but actually in our view rather enhancing and possibly increasing the capacity whilst exploring how best to

use the entirety of the site as we seek to improve the whole area. With that very firm steer we expect to see future places bring forward draft proposals in due course.

Statement from Sarah Fisher on Agenda Item 7 - Local Cycling and Walking Infrastructure Plan (reference TCF-S6 on page 122 of the agenda pack).

This off-road kilometre of green belt water meadows floods regularly, but erratically, throughout winter. Potentially life-threatening, dangerous swirling water rises unpredictably quickly, tumbling with above and underwater hazards over varying depths of ground and river channels. No locals venture out. People have drowned.

In view of this I cannot underestimate the importance of:

- a comprehensive BCP risk assessment being in place for alerting the public, including arrangements for rapid physical closure of the route at times of mortal danger
- there will be no street lighting encouraging venturing onto the floodplain.
- all motorised transport being prevented from using this route.

The Leader thanked the members of the public for their contributions.

149. Recommendations from the Overview and Scrutiny Board

Cabinet was advised that there were no additional recommendations from the Overview and Scrutiny Board on items not otherwise included on the Cabinet Agenda on this occasion.

150. Housing Management Model

The Portfolio Holder for People and Homes presented a report, a copy of which had been circulated to each Member and a copy of which appears as Appendix 'A' to these Minutes in the Minute Book.

Cabinet was advised that the report brings forward the recommendations required to establish the new operating model for council housing services.

In relation to this Cabinet was informed that the report recommends the cessation of the management agreement services delivered from Poole Housing Partnership (PHP) and set out the new operating model and approach to service delivery under BCP Homes.

Cabinet was further advised that the recommendations would enable the ending of legacy approaches for housing, the creation of new service models embedded within the council and operating under new refreshed services models.

The Chairman of the Overview and Scrutiny Board advised that at their recent meeting the Board had been broadly supportive of the report.

RECOMMENDED that: -

- Cabinet recommend that Full Council approves the Termination Agreement to describe and novate all current assets and liabilities from PHP into BCP Council;**

- (ii) **Cabinet recommend that Full Council approves the termination of the PHP management agreement and delegates authorisation for the final decisions in relation to the closure of PHP and the establishment of BCP Homes to the Chief Operating Officer in consultation with the Cabinet Member for People and Homes;**

That subject to the approval by Council of i and ii above

- (iii) **Cabinet approves the establishment of a Housing advisory board to advise on delivery of all HRA funded activities and the establishment of, and ongoing development of the resident involvement structures as described in the paper; and**
- (iv) **Cabinet approves the new Housing Management operating model**

Voting: Unanimous

Portfolio Holder: People and Homes

151. Local Cycling and Walking Infrastructure Plan

The Portfolio Holder for Sustainability and Transport presented a report, a copy of which had been circulated to each Member and a copy of which appears as Appendix 'B' to these Minutes in the Minute Book.

Cabinet was informed that Local authorities in England are required by central government to prepare a Local Cycling and Walking Infrastructure Plan (LCWIP) to set out long term plans for delivering new or improved infrastructure for walking and cycling.

In relation to this Cabinet was advised that new national policy and guidance titled '[Gear Change](#)' has been published by government, setting higher and more ambitious standards for infrastructure required to achieve the government's vision of half of all short, urban journeys to be made by cycling or walking by 2030.

Further to this Cabinet was advised that Government has confirmed that local authorities that do not have a LCWIP and that do not comply with the updated design standards (e.g. LTN 1/20 Cycle Infrastructure Design) will not receive funding for active travel.

Cabinet was informed that the draft LCWIP has undertaken two rounds of public engagement including a full public consultation during November and December 2021, and that the final draft incorporates comments and suggestions from the public and other key stakeholders.

RECOMMENDED that: -

Cabinet recommends to Council that the Local Cycling and Walking Infrastructure Plan is approved.

Voting: Unanimous

Portfolio Holder: Sustainability and Transport

152. Council Newbuild Housing and Acquisition Strategy (CNHAS). A 6-month review and Project approvals

The Portfolio Holder for Development, Growth and Regeneration presented a report, a copy of which had been circulated to each Member and a copy of which appears as Appendix 'C' to these Minutes in the Minute Book.

Cabinet was advised that the Council previously approved the Cabinet recommendations (29 September 2021) concerning the Council Newbuild Housing and Acquisition Strategy (CNHAS) 2021-2026 and its 5 associated programmes.

Cabinet was informed that the report reflects the subsequent 6 months: -

1. 4 schemes (programme 1a) currently 'on site) but with 359 units/ 8 additional schemes projected as 'on site' within the next 6 months.
2. BCP & National initiatives/ policies have progressed – The Extra Care Housing Strategy for example – refer paras 1-6.
3. £175m Capital Budget allocations (HRA & GF) for CNHAS programmes 1-4a approved in February 2022 refer para 14.
4. Future Places (FP) now leading on sites' – previously within CNHAS, such as Turlin Moor north' & Constitution Hill – so not accounted for within current CNHAS programmes totals and budget allocations, but could return after their evaluation by FP.
5. Seeks specific project approval for 4 of the 33 sites in CNHAS programme – representing an additional 170 homes.

RECOMMENDED that: -

Cabinet notes the CNHAS 6-month progress review and recommends that Council approves:

- (a) **Annex 1 for Hillbourne project, including an increase in indicative capital budget approved from £24.4 million to £25.1 million;**
- (b) **Annex 2 for 43 Bingham Road project, including the repurposing of £1.2 million CNHAS capital budget from scheme no longer progressing;**
- (c) **Annex 3 for Crescent Road project, including the repurposing of £1.7 million CNHAS capital budget from scheme no longer progressing; and**
- (d) **Annex 4 for A35- Roeshott Hill, a new scheme to be included within CNHAS with capital budget of £10.9 million.**

Voting: Unanimous

Portfolio Holder: Development, Growth and Regeneration

153. BCP Seafront Strategy

The Portfolio Holder for Culture and Vibrant Places / Tourism and Active Health presented a report, a copy of which had been circulated to each Member and a copy of which appears as Appendix 'D' to these Minutes in the Minute Book.

Cabinet was advised that the new BCP Seafront Strategy sets out a bold and exciting ambition for a world class seafront leisure offer across 15 miles of coast and 26 miles of harbour-side landscape and is aligned to the Council's Big Plan.

In addition, Cabinet was informed that the report also sets out the principles and criteria for prioritising future investments in the near-, mid- and longer-term life of the strategy

RESOLVED that: -

- (a) The BCP Seafront Strategy is approved for adoption by Cabinet;**
- (b) The principals and criteria for investment prioritisation within the strategy is supported by Cabinet; and**
- (c) Any Cabinet recommendations and final amendments to this report be delegated to the Service Director to implement in consultation with the Portfolio Holders for Tourism & Active Health and Culture and Vibrant Places.**

Voting: Unanimous

Portfolio Holder(s): Culture and Vibrant Places
Tourism and Active Health

154. Corporate Peer Challenge Feedback Report and Action Plan

The Leader of the Council presented a report, a copy of which had been circulated to each Member and a copy of which appears as Appendix 'E' to these Minutes in the Minute Book.

Cabinet was advised that in November 2021 the Local Government Association (LGA) carried out a Corporate Peer Challenge of BCP Council.

In relation to this Cabinet was informed that the peer team was made up of eight 'critical friends' which included two lead members and four senior officers from other Local Authorities and two LGA advisors.

Cabinet was further informed that the Peer challenge focused on:

1. Local priorities and outcomes
2. Organisational and place leadership
3. Governance and culture
4. Financial planning and management
5. Capacity for improvement

and at the council's request:

- Transformation
- Partnership working
- Summer response

In relation to this Cabinet was advised that informal feedback was given at the end of the onsite visit which was followed up by a draft feedback report and final feedback report in January 2022, and an action plan has been

prepared in response to the feedback report and is presented, along with the final feedback report, for Cabinet approval.

The Chairman of the Overview and Scrutiny Board addressed the Cabinet advising that at their recent meeting the Board had commented on the length of time between the feedback report being received and this report, in the context of the Team's intention to return and assess progress of the action plan. The Chairman of the Board questioned whether this was going to happen and when?

The Leader advised that the peer team would be welcomed back, and that discussions had taken place but no date fixed, but the aim was for the end of this calendar year. In addition the Leader advised that the action plan was already being implemented.

RESOLVED that Cabinet: -

(a) Receives the Corporate Peer Challenge Feedback Report; and

(b) Approves the Corporate Peer Challenge Action Plan

Voting: Unanimous

Portfolio Holder: Leader of the Council

155. Urgent Decisions taken by the Chief Executive in accordance with the Constitution

Cabinet was advised that there had been one urgent decision taken by the Chief Executive in accordance with the Constitution to report on this occasion, this being:-

- Dorset CCG Section 256 Agreements Transfer

Cabinet was advised that the decision had been published on the Council's website.

156. Cabinet Forward Plan

The Leader advised that the latest Cabinet Forward Plan had been published on the Council's website.

The Chairman of the Overview and Scrutiny Board sought clarification as to the Beach Road Car Park item, and in relation to this was advised that the item is in the process of being taken off of the Forward Plan.

In addition Cabinet was advised that Future Places have various items which are due to be brought forward and that there would be an item on the forthcoming Cabinet meeting which would be presented to Council in July.

The meeting ended at 11.40 am

CHAIRMAN

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CABINET



Report subject	Joint Archive Service - Revised Inter-Authority Agreement
Meeting date	25 May 2022
Status	Public Report
Executive summary	<p>The Joint Archives Service (JAS) based at Dorset History Centre (DHC) in Dorchester is funded pro rata to population by Dorset Council and BCP Council. The JAS has been governed since 1997 by a tripartite Inter-Authority Agreement (IAA) signed that year between Dorset County Council, Bournemouth Borough Council and Borough of Poole, the three first tier councils then operating in Dorset. To allow continuity, the 1997 agreement was maintained through local government reorganisation in 2019. Following a consultant-led review of the JAS which reported in February 2021 which gathered opinions from officers and councillors, it was agreed at a meeting of the Joint Archives Advisory Board in April 2021 that the governance of the JAS required updating. This was in order to reflect both the new unitary council arrangements and the modern context in which the service operates. The agreement in Appendix 1 is the outcome of that process. On 30 March 2022 the Joint Archives Advisory Board endorsed the Inter-Authority Agreement and revised governance model as detailed in Schedule 5 of the agreement in appendix 1.</p>
Recommendations	<p>It is RECOMMENDED that:</p> <p>the revised Inter-Authority Agreement with Dorset Council over the provision of the Joint Archives Service is adopted</p>
Reason for recommendations	To enable appropriate political, financial and strategic oversight of the Joint Archives Service.

Portfolio Holder(s):	Cllr Beverley Dunlop, Portfolio Holder for Culture and Vibrant Places
Corporate Director	Julian Osgathorpe, Corporate Director, Transformation & Resources
Report Authors	Matti Raudsepp, Director of Customer & Business Delivery
Wards	Council-wide
Classification	For Decision

Background

1. Background

1.1 The Dorset Archives Service (as it was first called) now based at Dorset History Centre (DHC) in Dorchester, and prior to that in the basement of County Hall, Dorchester has existed since 1955. In 1997, as result of local government organisation, the 'Joint Archives Service' (JAS) was created – to reflect the decision of Bournemouth Borough Council and Borough of Poole that they wished with Dorset County Council to maintain a jointly-delivered archive function. This shared endeavour was detailed in the Joint Archives Agreement (JAA) of 1997 and signed by the three councils in that year. From this point forward in the report to aid clarity the JAA will be referred to as the 'Inter-Authority Agreement' (IAA). The 1997 IAA clarified:

- Key functions
- Statutory and best practice standards relating to archives
- Staffing
- Assets of the service
- Duration of the agreement – which was in effect open-ended with a 3-year notice period
- Policies and procedures
- Dispute resolution
- Revenue budget and its apportionment
- Role of the Joint Archives Advisory Board

1.2 Oversight of the JAS is currently delivered via the Joint Archives Advisory Board which is made up of four councillors from each council including the two portfolio holders from BCP and Dorset Councils.

2. Local government reorganisation

2.1 The IAA was maintained through and beyond Local Government Reorganisation in 2019. However, as the original three signatory councils no longer existed and the IAA itself was somewhat outdated in certain respects, it became increasingly clear that a revised agreement was necessary.

3. Consultancy review

- 3.1 A consultancy review of the JAS was initiated in early 2020. The purpose of the review was to identify if and how the service might improve and what its strategic direction should be. Also within scope was a review of the governance of the JAS. The review was published in February 2021 following delays due to the Covid-19 pandemic. The report gave a largely positive review of the JAS and its activities. It was recommended that the governance of the JAS be refreshed as part of the JAS's forward plan
- 3.2 At its April meeting, the JAAB recommended: "That the future governance of the JAS is reviewed in the light of the consultants' recommendations and delegates responsibility to Legal Services staff of BCP and DC Councils to generate one or more options for consideration be supported." A draft revision of the IAA has been under consideration for several months.

4. Revised agreement

- 4.1 The revised IAA is attached to this report at Appendix 1. The purpose of the IAA is to:
- Update the signatories of the IAA to reflect the two unitary funding councils
 - Reaffirm the commitment of the two councils to the JAS and to the cost-efficiencies and economies of scale that it provides
 - Clarify the formula for both revenue and capital funding of the service
 - Reflect the updated legislative and best practice framework
 - Ensure cogency with other IAAs that relate to joint services
 - Propose a revised governance structure and terms of reference to deliver proportionate, dedicated and strategic oversight of the JAS.

5. Governance Model for the Joint Archives Service

- 5.1 In April 2021 the Joint Archives Advisory Board approved recommendations from the consultancy review to adopt a revised governance model. This was progressed in line with the review of the Inter-authority Agreement and at its meeting on 30 March 2022 the Joint Archives Advisory Board endorsed the revised model in order to:
- Strengthen governance to oversee and steer strategic direction through a dedicated group of councillors and officers
 - Increase the frequency of meetings to improve momentum, knowledge (at least 2 but probably 3 per year) and engagement
 - Include non-voting membership of external partners and Dorset Archives Trust when appropriate
 - Adopt a revised Terms of Reference to include:
 - Acting as a focussed, strategic board in place with the opportunity to steer service development, support council business, residents, efficiency and future investment.
 - Ensure the JAS is enabled to deliver services through direct support and advocacy supporting development of a network of appropriate contacts across both Unitary Councils to raise profile, deliver against council priorities and demonstrate value for money

5.2 The revised agreement has been carefully considered by officers from both councils. Advice from both Legal and Finance colleagues has been sought to ensure that where possible the IAA is consistent with other areas of joint activity between the two councils. The IAA has a series of schedules which clarify and expand upon certain areas of the service and its governance. These are:

- The function – legislation and standards
- The services of the Joint Archives Service
- Staffing establishment – functions delivered by the Joint Archives Service
- Finance and cost share
- Governance arrangements for the Joint Archives Service
- Archive assets
- Data protection

5.3 To achieve the recommended approach the proposal is to establish a new **Joint Archives Board** with Membership proposed as follows:

- Portfolio holder plus two further Elected Members from each of the two Unitary Councils (6 Members) plus appropriate designated officers from both BCP and Dorset Councils such as appropriate Director *and or* Head of Service for Dorset Council and appropriate Director *and or* Head of Service for BCP Council *and* Service Manager Archives and Records Management (Shared BCP and Dorset Council Role)
- The issues associated with the IAA and the proposed new Joint Archives Board were discussed and endorsed at a meeting of the Joint Archives Advisory Board on 30 March 2022.
- Other officers (e.g. finance, specialist cultural or other executive directors) will be invited to attend the board for items of interest.

5.4 In reviewing other Joint Boards or Committee structures, including Public Health and Skills and Learning, the proposed membership and structure would be considered an appropriate size and strategic level.

6. Conclusion

6.1 The new IAA has been completed and is appended for information and scrutiny. It provides an updated approach to overseeing the JAS with relevant and appropriate safeguards to both councils in terms of their respective investments in the service. Furthermore, it provides stability and continuity for the JAS as it works to preserve Dorset's recorded history now and in the future.

Options Appraisal

7. The only option other than to renew and update the IAA would be to consider withdrawing from the JAS and to create a BCP archives service within the conurbation. This is ruled out on the grounds of likely costs, and competing priorities for time and investment. It is considered that the JAS represents good

value for money at this time compared to establishing an independent BCP archive function.

Summary of financial implications

8. There are no new financial implications for either authority as a result of this agreement. The IAA clarifies the agreed approach to both the revenue (including reserves) budget and capital funding of the JAS.

Summary of legal implications

9. Legal services from both BCP and Dorset councils have been consulted in the drafting of the IAA.

Summary of human resources implications

10. None

Summary of sustainability impact

11. None

Summary of public health implications

12. None

Summary of equality implications

13. The JAS has completed a full EQIA. Areas for further consideration include working with younger people and with black and ethnic minority groups and religious minorities. Improved digital provision will also assist in providing greater access to collections for people living at some distance from Dorchester.

Summary of risk assessment

14. The approval of recommendations in this report commits the council to the continuation of an existing and beneficial partnership with an established partner council. Provisions for withdrawal remain in the IAA allowing the council to determine its own path for the service within a BCP context should it wish to in the future. The risks associated with the recommendation are therefore considered low.

Background papers

Joint Archives Agreement, 1997

Appendices

Appendix 1, Inter-Authority Agreement on Archives, 2022

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Joint Archive Service - Inter-Authority Agreement

This Agreement made this day of 2022 between:

Bournemouth, Christchurch and Poole Council ("BCP") whose principal place of business is Town Hall, Bourne Avenue, Bournemouth, BH2 6EB of one part

and

Dorset Council ("DC") whose principal place of business is County Hall, Colliton Park, Dorchester DT1 1XJ of the second part

together the 'parties'.

Background

- A. At the date of this Agreement, DC is the Principal Council responsible for the custody of archives for the county of Dorset under the provision of Section 224 of the Local Government Act 1972 ("the 1972 Act").
- B. This service was governed by the Agreement for Archive Services between Dorset County Council, Bournemouth Borough Council and Poole Borough Council dated 5 February 1997 (the First Agreement).
- C. Under the terms of the 1972 Act and the Bournemouth, Dorset and Poole Structural Changes Order 2018 the two unitary councils of BCP and DC were created and assumed responsibility as unitary authorities for their respective areas on 1 April 2019.
- D. By virtue of Section 101 of the 1972 Act local authorities may make certain arrangements for the discharge of any of their functions and by virtue of Section 1 of the Local Authorities (Goods and Services) Act 1970, a local authority and any other public body may enter into agreement for the provision of certain services.
- E. The parties agree that, from the date of this Agreement, the First Agreement shall be terminated and the parties shall operate joint arrangements for the discharge of the Service in accordance with the terms of this Agreement. This Agreement underwrites the wish of the parties to continue the Service as a joint endeavour.

1. Definitions

1.1. For the purposes of this Agreement the following words shall have the following meanings:

Agreement	means this agreement including all schedules and related documents;
Archive Assets	means the collections of historically significant documents and other assets which is stored and managed by DC, but which are owned either by DC or by BCP and described in Schedule 7, also referred to as Archives or Archive Collections.

Assets	means all assets, both physical and intellectual, associated with the delivery of the Services but excluding the Archive Assets.
Authorised Officer	<p>means the officer appointed by a party to be the main point of contact for that party in respect of this Agreement and to undertake the actions described in clause 10.</p> <p>The Authorised Officer for DC is: [Lisa Cotton, Head of Customer, Libraries and Archives]</p> <p>The Authorised Officer for BCP is: [Matti Raudsepp, Director – Customer and Business Management]</p> <p>names and roles may change as required and instructed by either party.</p>
Costs of the Services	has the meaning given in Schedule 4;
Data Protection Legislation	has the meaning given in Schedule 7;
JAB	means the Joint Archives Board as described in clause 4 and Schedule 5
Freedom of Information Legislation	the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (<i>SI 2004/3391</i>) plus any subordinate legislation made under these from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
Function	means the function as described in Schedule 1;
Transition Period	Means the final 12 months of the Term of this Agreement howsoever it is terminated.
JAS	Joint Archive Service
Services	means the services as described in Schedule 2;
Term	has the meaning given in clause 3.1;

2. Scope of Agreement

- 2.1. In exercise of the powers contained within Section 101 of the 1972 Act and Section 1 of the 1970 Act, BCP and DC hereby arrange that the Services required for the discharge of the Function shall be provided by means of a joint arrangement in accordance with the conditions herein.

3. Period of the Agreement

- 3.1. This Agreement shall commence on the date of this agreement and continue until terminated in accordance with the terms of this Agreement (the Term).
- 3.2. Either party may terminate this Agreement, by serving written notice of no less than 36 months to take effect on the 31 March of any year.
- 3.3. If a termination notice is served prior to the fifth anniversary of the date of this Agreement, a lump sum payment shall be paid by the terminating party. This payment shall cover the costs of the non-terminating

party directly associated with the termination, providing the non-terminating party has taken all reasonable steps to mitigate these costs.

- 3.4. Either party may terminate the Agreement by giving 12 months written notice where the other party has committed a material breach of this Agreement and has not rectified this in accordance with the directions of the Joint Archives Board.

4. Joint Board for Archive Service [Governance and Terms of Reference – Schedule 5)

- 4.1. There shall be Joint Archives Board to oversee this Agreement and the work of the JAS. The board will consist of relevant senior officers and councillors drawn in equal numbers from both parties.

5. Services to be provided

- 5.1. DC undertakes to host and manage archive Services in a professional, cost-effective and business-like manner in accordance with such appropriate or relevant statutory or regulatory standards, including but not limited to; Archives Accreditation, the Public Records Acts (1958 and 1967), Data Protection Legislation and Freedom of Information Legislation in accordance with the terms of this Agreement.
- 5.2. The JAS will be managed in accordance with the best current professional practices and will constantly seek to improve and change where opportunity exists to increase the quality and value for money of the service. The JAS will where possible be benchmarked against other services of its type to ensure that it continues to meet appropriate standards and cost efficiency.
- 5.3. DC shall administer and host the provision of what they consider to be appropriate facilities, central support services and business management as are reasonably required for efficient and proper delivery of the Services in the discharge of the Function.
- 5.4. DC will provide sufficient storage for archives of an appropriate and standards-compliant type on behalf of both parties.
- 5.5. The Services shall be provided within cost limits and budgets agreed annually by the parties. In this respect the Joint Archives Board shall recommend budgets annually to the parties and DC shall submit to BCP such estimates, statements and other information as may be reasonably required by the relevant financial officers of BCP.

6. Joint Archives Service: Establishment

- 6.1. DC shall establish a suitably resourced structure and employ persons of professional experience, ability and skills for the proper provision of the Services in discharge of the Function and shall be responsible for all terms and conditions of employment of such persons. Notwithstanding any transfer of any such staff that would otherwise take place by means of a Statutory Transfer Order made within the framework of the Local Government Act 1992 such staff shall continue to be employed by DC.
- 6.2. Schedule 1 identifies the functions to be deployed by DC in the provision of the Services in discharge of the Function.
- 6.3. The JAS will develop any case for change and make recommendations to the Joint Archives Board in respect of any establishment changes, staff developments, growth requirements or restructuring proposals as and when required. Where changes will require an increase in budget above that set out in the budget agreed in accordance with clause 5.4, the proposed budget increase shall be referred to each party for approval. Such change shall only be implemented once approved by both parties.

7. Assets and Archive Assets

- 7.1. All Assets together with rights and liabilities that is for the time being made available for the use of DC in providing the Services in the discharge of the Function shall continue to be made available and used notwithstanding the possible transfer of ownership pursuant to the provisions of the Local Government Changes for England (Property Transfer and Transitional Payment) Regulations 1995.**
- 7.2. All Archive Assets shall remain in the ownership of the party who committed them (via deposit or transfer) to the Service.**

8. Payments

- 8.1. In consideration of the delivery Function and Services by DC, BCP shall pay DC the sums calculated in accordance with the provisions of Schedule 4 as they fall due.**
- 8.2. All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties and taxes. Should any VAT or other duties or taxes be due or become payable in respect of such sums, it shall be payable in addition to such sums.**

9. Policies and procedures

- 9.1. In providing the Services and in the discharge of the Function under this Agreement on behalf of the parties, DC shall conform to such policies and procedures as may be recommended by the Joint Archives Board and approved by DC and BCP's appropriate committees and shall secure that the Services provided will enable the Function to be discharged on an integrated basis.**
- 9.2. The Service Manager for Archives and Records shall regularly report on the provision of the Service to the Joint Archives Board.**

10. Communication

- 10.1. The parties shall each appoint an Authorised Officer as the prime points of contact for the purposes and rights and powers conferred by this Agreement upon each party. Each party will immediately inform the other of any change in the Authorised Officer .**
- 10.2. The parties shall agree from time to time and operate procedures through the Authorised Officers for the coordination of service planning, access and delivery and for monitoring and the execution of this Agreement.**
- 10.3. For the avoidance of doubt the parties declare that in the discharge of the Function (including any investigation into maladministration) all reasonable assistance and access at all reasonable times to information, documentation and data shall be provided on a reciprocal basis.**
- 10.4. The records of the Joint Archives Board (agenda papers, minutes etc) will be published on the relevant section of DC's website. Wider information about the JAS – its activities, collections, terms of access and services to the public will be communicated through a wide range of digital and social media.**

11. Freedom of Information and Data Protection

- 11.1. The parties acknowledge that they are each subject to the requirements of the Freedom of Information Legislation, and they shall:**

- 11.1.1. provide all necessary assistance and cooperation as reasonably requested by the other party to enable the other party to comply with its obligations under the Freedom of Information Legislation;
- 11.1.2. transfer to the other party all requests for information relating to that other party as soon as practicable and in any event within 2 Working Days of receipt;
- 11.1.3. provide the other party with a copy of all information belonging to that party requested in the request for information which is in its possession or as soon as reasonably practicable.

11.2. DC shall be responsible for responding to requests for information which relate to the provision of the Services or undertaking the Functions.

11.3. Each party acknowledges that the other party may be required under the Freedom of Information Legislation to disclose Information (including commercially sensitive information) without consulting or obtaining consent from the other party. The responding party shall take reasonable steps to notify the other party of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement).

11.4. The parties agree to comply with the provisions of Schedule 8 in relation to Data Protection.

12. Variations

12.1. Any variations to the Agreement shall be in writing and signed on behalf of all the parties before they take effect.

12.2. DC shall not be obliged to carry out additional or varied Services until and unless agreement has been reached between the parties as to the amount of payment for such additions and/or variations.

13. Waiver

13.1. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or their right at any time to enforce the terms and conditions of this Agreement.

14. Standing orders etc.

14.1. Any contract for the execution of work or for the supply of goods and services made by DC in the provision of the Services in the discharge of the Function shall comply with DC's constitution.

15. Indemnity and claims

15.1. DC shall ensure that its normal arrangements (including self-insurance funding) are effected and maintained in respect of any negligent act, accidental error or omission resulting in any legal liability to a third party associated with the carrying out of the Services under the terms of this Agreement.

15.2. The costs of all premiums and self-funding contributions relating to the insurance arrangements shall form part of the Costs of the Services set out in Schedule 4 to this Agreement.

15.3. Any liability incurred to a third party by DC or BCP relating to the joint discharge of the Function under the terms of this Agreement shall be satisfied from any applicable insurance provision specified in

Clause XX. Provided that if liability falls partly or wholly outside such provision the cost thereof shall form part of the Costs of the Services set out in Schedule 4 to this Agreement.

- 15.4.** Any claim pursuant to Clause XX shall be handled by DC. DC shall keep BCP informed as necessary of the progress and outcome of any such claim.

16. Partnership and relationship management including dispute resolution

- 16.1.** Both parties shall agree to work together in a collaborative business-like manner. They will ensure that they use their best endeavours and will engage openly and proactively to resolve all business matters, service issues, required performance improvements, risks and most importantly - recognition of the Service's successes.
- 16.2.** Both parties will ensure their employee behaviours and values are upheld and quality service management and reputation are maintained.
- 16.3.** Both parties will ensure equality, diversity and inclusion are at the heart of the business working to positive community and employee outcomes ensuring that the JAS vision meets both parties' principles and values. Officers and members will collaborate to provide positive guidance, advice and encourage development in a solution focussed way.
- 16.4.** If a dispute or service failure is identified both parties will use negotiation and agreement to proactively resolve, investigate and mitigate risk to either party by working this Agreement including any claim pursuant to Clause XX any variation in accordance with Clause XX.
- 16.5.** If the Authorised Officers are unable to agree a resolution to a dispute, then the matter shall be referred to Joint Archives Board for consideration in accordance with the principles of clause 16.4.
- 16.6.** If the Joint Archives Board is unable to resolve the dispute in a timely matter, it shall be referred to the senior executive or appropriate authorised officer assigned by each partner. In the unlikely event of failure to agree at this level, the issue shall be referred for determination to a mutually agreed arbiter.

17. Notices

- 17.1.** Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at the recipient's principal place of business;
- 17.2.** Any notice or communication shall be deemed to have been received:
- 17.2.1.** if delivered by hand, at the time the notice is left at the proper address; or
- 17.2.2.** if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting;
- 17.3.** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. Consequences of Termination

- 18.1.** During the Transition Period the parties shall agree:

- 18.1.1. the process for transfer of Archive Assets to their owning party in accordance with Schedule 7;
- 18.1.2. the division, responsibility and transfer (where necessary) for all other Assets;
- 18.1.3. whether confidential information shall be destroyed or returned and the relevant return date if applicable;
- 18.1.4. the value of any outstanding liabilities relating to Term of the Agreement, including the Transition Period and determine a payment date for the same where relevant;
- 18.1.5. the amount of any redundancy costs where the staff do not move to other employment in accordance with clause 19 Liability for redundancy costs shall be calculated in accordance with clause 19.1.

19. If upon termination DC wish to reduce staff numbers, then the parties shall work together in good faith to determine any relevant TUPE or TUPE equivalent process to support employment in a separation process or in the case of any external outsourcing arrangement. If any staff engaged with the Services during the Transition Period are to be entitled to redeployment then the parties agree that the staff shall be eligible for opportunities within both DC and BCP.

19.1. Where redundancy costs are incurred, all proper and reasonable redundancy costs relating to such terminations shall be met by both parties pro rata to the agreed funding formula for the Service.

20. Third Party Rights

20.1. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

20.2. The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

21. Entire Agreement

21.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements (including the First Agreement), promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

22. Assignment and other dealings

22.1. This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement except in the case of a statutory transfer of powers to a new body.

23. Governing Law

23.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

24. Jurisdiction

24.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

24.2. In Witness whereof the parties have caused their Common Seals to be hereunto affixed in the presence of:-

[Add in execution blocks]

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Schedule 1
The Function – legislation and standards

The key functions of the archive service (Organisational Health, Collections and Stakeholder Engagement) linked to various of the statutes below are reviewed and assessed as part of Archives Accreditation which is overseen by The National Archives.

The JAS is an accredited archive service and is a recognised Place of Deposit for Public Records.

The following items all inform, mandate or govern work undertaken by the JAS:

- Law of Property Act 1922 (as amended by the Law of Property (Amendment) Act 1924)
- Tithe Act 1936
- Local Government (Records) Act 1962
- Manorial Document Rules 1959 (amended 1963 and 1967)
- Public Records Acts 1958 & 1967
- Local Government Act 1972
- Parochial Registers and Records Measure 1978
- Freedom of Information Act 2000
- General Data Protection Regulations (Data Protection Act) 2018
- Environmental Information Regulations 2005
- BS4971:2017 Conservation and Care of Archive and Library Collections

Schedule 2
The Services of the Joint Archive Service

- **Provision of strategic advice, planning and policy to the parties in respect of archives and records, their acquisition, preservation, terms of access and any statutory provisions that might apply. To develop and shape the JAS so that it continues to preserve archives and provide access in the widest possible sense by the most efficient means possible.**
- **Acquisition (in accordance with approved Collecting Policy and Terms of Deposit – see website)**
- **Preservation and conservation of physical records**
- **Routine repair and maintenance of Dorset History Centre and liaison with Dorset Property over more substantial works and upgrades. The building is managed by JAS staff outside of the core corporate property portfolio.**
- **Digital preservation**
- **With the Records Management Service(s), effective safeguarding of the parties' corporate memories**
- **Advice to the owners and depositors of archives**
- **Accessioning and cataloguing of archives**
- **On-site access to archives at Dorset History Centre**
- **Digital access via online catalogue, websites and social media**
- **Public engagement through outreach, education and community partnerships**
- **Digitisation**
- **Project delivery through external funding, collaboration and partnership**

Schedule 3

Staffing establishment – functions delivered by the Joint Archive Service

The JAS should maintain an establishment commensurate with its role and functions, the size of its collections and the communities it serves. In broad terms, this should consist of a mixture of professional and paraprofessional roles and will include resourcing to cover the following areas:

Professional

- **Management (strategic)**
- **Management (operational)**
- **Archives (physical collections)**
- **Archives (digital)**
- **Public Services including communications**
- **Community and public engagement**
- **Conservation**

Para-professional

- **Site support and caretaking**
- **Financial and administrative support**
- **Digitisation**
- **Collections care – physical and digital**
- **Public service support**
- **Customer Access Point – Reception and Business Support**

Schedule 4

Finance and Cost Share

1. **The Costs of the Services in each financial year shall be calculated and apportioned between the parties in accordance with the provisions of this Schedule.**
2. **The parties shall pay a contribution towards the Cost of the Services in proportion to the population base as determined by the Registrar-General's (ONS) most recent published mid-year figures prior to the start of the relevant financial year.**

For the purposes of this Schedule the 'Costs of the Services' shall mean the total estimated annual cost of the following:

- **Proper and reasonable expenditure incurred in relation to the Services**
 - **Central Support Services as required including, but not limited to Accountancy, Audit, Payroll HR & OD, Legal, IT and Property.**
 - **The premises occupied by the Services and running costs, repairs and maintenance**
 - **Employment of the staff including all costs or payments of whatever nature arising out of the termination of their employment by DC**
 - **Stationery and other consumables, transport and such other proper and reasonable expenditure of a variable nature which may occur from time to time for the proper provision of the Services.**
3. **BCP, upon receipt of an invoice shall pay to DC's nominated accountancy officer in each year, the amount of their contribution to the Cost of the Services in a single payment.**
 4. **In the event of contributions not being approved by the parties before the commencement of the financial year or any dispute or difference regarding the apportioned contributions, each party shall make a payment pending the resolution of the dispute by agreement between the parties or arbitration in accordance with clause XXX.**
 5. **The JAS may hold relatively moderate financial reserves in order to manage ongoing pieces of work or to pay one-off expenses. The Joint Archives Board will perform its role in monitoring and reviewing budget and may recommend the use of reserves. The level (amount) of reserves and decision on the budget out-turn and commitment or prediction of any underspend or overspend of JAS budget will be determined by 151 officers through the ongoing / usual budget monitoring process and report clearance prior to JAB meetings.**
 6. **All proper and reasonable costs of incidental to the decommissioning of the Services upon the expiry of this Agreement shall be apportioned between the parties pro rata and in proportion to the population base of each authority as per the most recent ONS figures.**

Capital costs

7. **DC holds sole and undivided title to the Dorset History Centre building, its fixtures and fittings. DC will therefore be responsible for furnishing capital funding to provide for any future extension or alteration to the DHC estate whether that relates to archive storage or to public or staff facilities. DC will discuss any proposed changes with BCP and will ensure that there is full transparency over costs and any consequential implication there might be for the future revenue funding for the service. Capital programmes will be presented to the Joint Archive Board for information, engagement and support for recommendation prior to progressing to Dorset Council Overview Committee and or Cabinet.**

8. Any costs incurred by DC as the host authority related to interest payments resulting from prudential borrowing undertaken to fund capital improvements to the DHC building will be apportioned pro rata to population.
9. Capital costs for other service-related items such as equipment; technology; hardware and software would be treated as shared costs, apportioned pro rata to population, and processed via a business case decision taken through the Joint Archives Board for recommendation to each council if required.

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Schedule 5

Governance Arrangements for Joint Archive Service

Joint Archives Board (JAB)

Overall purpose and objectives

The JAB is an executive body of members and officers drawn from both funding councils. It will:

- Act as the principal governing and oversight body for the JAS and the forum in which both councils can articulate their views and preferences on the service and its activities, its strategic direction and the JAS's relationship to services within each council and with external partners.
- Oversee with the activities of the JAS's business, consider and approve business plans, service plans, policies, procedures and an annual budget. that have been recommended.
- Monitor the operating and financial performance of the JAS, prioritise and allocate investment and resources, consider future development, workforce development and manage any audit recommendations and the risk profile of the JAS.
- Provide support and guidance to the JAS in relation to the strategic priorities of both councils and how the service can support and add value.
- Advocate for the JAS within each council respectively, to draw attention to its activities and achievements.

Authority of the Joint Archive Board

1. The JAB is mandated to govern the JAS through the adoption by both councils (via Cabinet approval) of the Joint Archives Agreement, 2022. Decisions taken by the JAB are delegated to respective portfolio holders. Where necessary, decisions can be referred to each council's Cabinet for formal endorsement.
2. The JAB does not vote on resolutions but instead works to identify the best solution for the service.
3. The JAB shall have delegated authority to oversee and govern the JAS and the full range of its activities in keeping with the terms and parameters detailed in the Joint Archives Agreement (2022).

Membership

4. Roles correct as at date of agreement. Titles and responsibilities may change over time but the Councils will endeavour to nominate officers of equivalent seniority and general remit for any future configuration of this body

Elected Members: (voting)

5. The JAB shall consist of 6 members including both Cabinet Portfolio Holders responsible for the relevant service area and two other elected councillor appointed by each Council. Portfolio holders as at May 2022 are:
 - Portfolio Holder: Customer and Communities for Dorset Council (or equivalent)
 - Portfolio Holder: Culture and Vibrant Places for BCP Council (or equivalent)
6. Each Council may appoint a substitute.
7. Each Council may remove its appointed elected members and appoint different members by giving written notice to host authority (Dorset Council) Democratic Services.
8. Each member of the JAB shall have one vote. Decisions shall be made by simple majority vote.

8.1 A decision is only made if there are three 'yes' votes

Officers: (non-voting)

The JAB officer membership shall consist of Officers as appropriate or equivalent substitute:

- **Appropriate Executive Director or Director (Dorset Council)**
 - **Appropriate Director (Bournemouth, Christchurch and Poole Council)**
 - **Appropriate Head of Service (Bournemouth, Christchurch and Poole Council)**
 - **Appropriate Head of Service (Dorset Council)**
 - **Service manager for Archives and Records (Dorset & Bournemouth, Christchurch and Poole Councils)**
 - **Chairman of Dorset Archives Trust (invited as observer)**
9. **The JAB may co-opt any other person whom it thinks appropriate to be a non-voting member of the Board / Joint Committee to advise, support or report to as and when required in order to support the business and transformational activities of the Joint Archive Service.**

Chair of the JAB

10. **The role of chairman shall alternate biennially between the relevant Portfolio Holder of BCP and Dorset Councils.**

Quorum

11. **The quorum for a meeting of the JAB shall be one member representative from each of the two Councils.**

Proceedings: Time and place of meetings

12. **The JAB will meet, as required, which is expected to be three meetings per year with a minimum of two meetings a year in person, hybrid or virtually as appropriate.**
13. **Additionally, the Chair, may call for additional meetings when considered appropriate.**
14. **Meetings may be held in either DC or BCP accommodation alternately or at the Chair's discretion via MS Teams.**
15. **Meetings will be held in public unless exempt business is under consideration.**

Terms of Reference for Joint Archives Board

16. **Through scrutiny, advice and challenge the board is responsible for overseeing the work of JAS and is responsible for advising and approving strategic and financial planning decisions in respect of the service subject to each authority's overall corporate budget and policy setting requirements.**

The JAB is responsible for making the following decisions:

- **agreeing policies for the service in accordance with national and local guidelines;**
- **which bids and programmes the JAS will become involved with**
- **determining future strategy**
- **approve audit reports, recommendations and actions**

- Adopt appropriate accreditation schemes and assure legal compliance of the service

The JAB is responsible for approving the following:

- Final form bid submissions created by the service
- JAS five year service plan

The JAB shall make recommendations to the two participating Councils on:

- the JAS budgets, optimisation and management of reserves, resources and future investments for service development

The JAB is responsible for monitoring:

- the effective operation of the Joint Archive Service within the available budget;
- operational, transformation / project and financial performance of the business
- identification and management of risk

Reporting

17. Decisions made by the board will be noted in the form of minutes with actions, notes and decision records created and circulated after the meeting by Democratic Services.

Resources

18. The JAB will be supported by DC's Democratic Services
19. Meeting agenda and papers including the minutes of previous meetings will be circulated at least one week prior to meetings and will be published on Dorset Council's website unless they contain exempt material.
20. Meetings will be set in advance and will be amended if business requires urgent attention.

Escalation

21. In the event that the JAB is unable to agree a position on a matter of JAS business, the issue at hand will be escalated via Portfolio holders of both councils to their respective Cabinets for a decision and then to arbitration via the two leaders.

Review

22. The Terms of Reference for the JAB will be reviewed every two years with a potential for amendments to be introduced by one or other of the councils at meetings of the Joint Archive Board. Dorset Council will administer any changes through its Democratic Services and will ensure version control.

Schedule 6 Archive Assets

Archives and Archive Collections

Integrity of Archives or Archive Collections

1. **No Archive or Archive Collection should be divided. An Archive is an accumulation of records, however large or small, with a single provenance and can vary in size from a single document to several hundred thousand items.**

Ownership of Archives or Archive Collections

2. **The ownership of Archives or Archive Collections created by the two parties or their predecessor bodies (prior to 2019) sits with either BCP or DC respectively.**
3. **Archives or Archive Collections, both hard copy and digital are held and will continue to be acquired via deposit, donation or purchase. The majority of these records are held in the custody of the JAS on behalf of individuals or organisations outside the two parties. These comprise:**
 - **Archives or Archive Collections deposited with the JAS before 1 April 2019 or subsequently deposited.**
 - **Archives or Archive Collections donated or deposited on indefinite loan with DC acting as host council for the JAS but under various statutory provisions (e.g. Public Records, Manorial Records, Tithe Records, Church of England Records).**

Record-keeping

4. **A register of all accessions of Archives or Archive Collections is, and will be, maintained by the JAS. This records the general content of each accession, a unique numerical identifier, a reference and the terms on which the material was acquired. Other metadata relating to formats, copyright etc will also be recorded where appropriate.**

On termination of this Agreement

5. **In the event of a disaggregation of the JAS, Archives or Archive Collections and all intellectual property therein pertaining primarily to either BCP or DC administrative areas (respectively) whether acquired by donation, on deposit or by purchase would devolve to responsibility of each party respectively. Arrangements relating to Archives or Archive Collections held under the terms of legislation or statutory provision or inspection (e.g. Public Records) would require to be approved by or on behalf of the relevant authorities.**
6. **Upon any future disaggregation of the JAS, the disposition and access terms relating to Archives or Archive Collections that are county-wide in nature (e.g. Coroner) would need to be agreed between the parties or their successor bodies.**
7. **All catalogue information relating to Archives or Archive Collections will be shared openly with both parties.**

Schedule 7 Data Protection

Part 1 – Data Processing Terms

1. Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1. Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;
- 1.2. Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
- 1.3. Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer** have the meaning given in the Data Protection Legislation;
- 1.4. Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
- 1.5. Data Subject Request:** a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
- 1.6. DPA 2018:** Data Protection Act 2018;
- 1.7. EU GDPR:** the General Data Protection Regulation (Regulation (EU) 2016/679);
- 1.8. Processor Personnel** means all directors, officers, employees, agents, consultants and contractors of the Processors and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;
- 1.9. Protective Measures:** appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
- 1.10. Sub-processor:** any third party appointed to process Personal Data on behalf of that Processor related to this Agreement.
- 1.11. UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. Data Protection

- 2.1. Both Parties will comply with all applicable requirements of the Data Protection Legislation. Clauses 2.1 to 2.14 inclusive apply to the Processing of Personal Data and in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.**
- 2.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, BCP is the Controller and DC is the Processor. The only processing that the Processor is authorised to do is listed in Part 2 of this Schedule by the Controller and may not be determined by the Processor.**
- 2.3. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.**
- 2.4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:**
 - 2.4.1. a systematic description of the envisaged processing operations and the purpose of the processing;**
 - 2.4.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;**
 - 2.4.3. an assessment of the risks to the rights and freedoms of Data Subjects; and**
 - 2.4.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.**
- 2.5. The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:**
 - 2.5.1. process that Personal Data only in accordance with Part 2 of this Schedule, unless the Processor is required to do otherwise by law. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by law;**
 - 2.5.2. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:**
 - 2.5.2.1. nature of the data to be protected;**
 - 2.5.2.2. harm that might result from a Data Loss Event;**
 - 2.5.2.3. state of technological development; and**
 - 2.5.2.4. cost of implementing any measures;**
 - 2.5.3. ensure that:**
 - 2.5.3.1. the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Part 2 of this Schedule);**
 - 2.5.3.1.1. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:**
 - 2.5.3.1.2. are aware of and comply with the Processor's duties under this clause;**
 - 2.5.3.1.3. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;**
 - 2.5.3.1.4. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or**
 - 2.5.3.1.5. as otherwise permitted by this Agreement; and**
 - 2.5.3.1.6. have undergone adequate training in the use, care, protection and handling of Personal Data; and**
 - 2.5.4. not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:**

- 2.5.4.1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with Part 3 of the DPA 2018 and UK GDPR) as determined by the Controller;
 - 2.5.4.2. the Data Subject has enforceable rights and effective legal remedies;
 - 2.5.4.3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - 2.5.4.4. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - 2.5.5. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by law to retain the Personal Data.
- 2.6. Subject to Clause 2.7, the Processor shall notify the Controller immediately if it:
- 2.6.1. receives a Data Subject Request (or purported Data Subject Request);
 - 2.6.2. receives a request to rectify or erase any Personal Data;
 - 2.6.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 2.6.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 2.6.5. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or
 - 2.6.6. becomes aware of a Data Loss Event.
- 2.7. The Processor's obligation to notify under Clause 2.6 shall include the provision of further information to the Controller in phases, as details become available.
- 2.8. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause in accordance with the requirements of the Data Protection Legislation and allow for audits by the Controller or the Controller's designated auditor
- 2.9. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- 2.9.1. notify the Controller in writing of the intended Sub-processor and processing;
 - 2.9.2. obtain the written consent of the Controller;
 - 2.9.3. enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Clause such that they apply to the Sub-processor; and
 - 2.9.4. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 2.10. The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 2.11. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice instruct the Processor to amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Part 2 Data Processing Table

Description	Guidance	BCP Instructions
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Subject matter of the processing	<i>This should be a high level, short description of what the processing is about e.g. employees, service users</i>	DC shall process Personal Data which forms part of the Archive Assets maintained by the Service. DC shall collect and process data relating to individuals depositing items.
Duration of the processing	<i>For example, for the duration of the contract including any extension or in accordance with instructions from the Council</i>	For the Term of this Agreement.
Nature and purposes of the processing	<i>Please be as specific as possible, but make sure that you cover all intended purposes.</i> <i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i> <i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc</i>	DC shall record and manage Personal Data to the extent it forms part of the Archive Assets entrusted to it or to the extent it is collected in respect of individuals donating or depositing items to become part of the Archive Assets.
Type of Personal Data	<i>For example, name, address, date of birth, NI number, contact details, pay, images, job status biometric data etc</i>	Most commonly name, address, contact details, date of birth. Other data may be collected in exceptional circumstances.
Categories of Data Subject	<i>For example, Service Users, Staff (including volunteers), students / pupils, members of the public, users of a particular website etc.</i>	Data Subjects may be any individuals who were resident in Dorset or connected to Dorset in a way to have their details within the Archive Assets.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Describe how long the data will be retained for, how it will be returned or destroyed</i>	<i>Details of donors relating to archive collections returning to BCP upon disaggregation would be supplied with the material to which they relate.</i>

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CABINET



Report subject	Fly-tipping and Fly-Posting Enforcement Pilot Review
Meeting date	25 May 2022
Status	Public Report
Executive summary	<p>On 26 May 2021 Cabinet considered the report Fly-tipping and Fly-posting Enforcement Pilot and resolved that:</p> <p>(a) Cabinet approves the commencement of a 12-month pilot scheme to deploy a suitable qualified contractor to undertake investigations and prosecutions of fly-tipping and fly-posting incidents;</p> <p>(b) Cabinet agrees to receive a further report following 6 months of this pilot, which will include recommendations for the future of this service; and</p> <p>(c) Cabinet approves the levels of fines for relevant offences as per paragraph 10.</p> <p>This report provides a review of the first 6 months of the pilot which, from September 2021 has been delivered by Waste Investigations Support and Enforcement Ltd (WISE), together with recommendations for the future of the service. WISE have been contracted on a cost-neutral basis to investigate and enforce against offenders of fly-tipping and fly-posting and ensure businesses meet legal requirements to manage waste lawfully and responsibly.</p>
Recommendations	<p>It is RECOMMENDED that:-</p> <p>(a) Cabinet approves an extension to the fly-tipping and fly-posting pilot with WISE until November 2022, with additional emphasis on:</p> <ul style="list-style-type: none"> i. effective and increased communications with public and businesses ii. enhanced joint working with the Council's Waste Compliance Officers iii. consideration of learning from best practice in other Councils <p>(b) A further Cabinet report be brought in November 2022 with recommendations for the service long-term</p>

Reason for recommendations	<p>Prior to this Pilot, the Council did not investigate all reports of fly-tipping and had limited data on the scale of the problem in the area. The Pilot has delivered its original objectives to investigate all reports of fly-tipping and fly-posting, to take enforcement action where an offence has been committed and fundamentally supports the Council's Cleaner, Greener, Safer campaign.</p> <p>The initial pilot period presents too short a timescale for the data collected by WISE to date to fully illustrate the challenges these environmental crimes cause BCP Council. Extending the pilot will provide further understanding to help enable officers and Members make the best decision for how the service operates longer term.</p> <p>A more effective communications campaign will help mitigate some of the adverse reactions by those found to have committed an offence and closer working with the Council's Waste Compliance Officers will ensure better co-ordination of efforts and improve the public's understanding of the impact that fly-tipping and fly-posting has on the environment.</p> <p>Further time with the Pilot will enable officers to speak to other Councils who are exhibiting best practice with regards to deterrents against fly-tipping and other environmental crimes and this information and subsequent recommendations will be provided at the further Cabinet meeting in November 2022.</p>
Portfolio Holder(s):	Councillor Mark Anderson, Councillor Bobbie Dove and Councillor Nicola Greene
Corporate Director	Jess Gibbons, Chief Operations Officer
Report Authors	Matthew King, Regulation Team Manager
Wards	Council-wide
Classification	For Decision

Background

1. The Council has powers under the Environmental Protection Act 1990 to deal with incidents of fly-tipping and littering. Householders and businesses have a duty of care to ensure their waste is collected by a licensed waste carrier, and businesses also have a duty to ensure sufficient measures are in place to manage their commercial waste. Waste management is essential for both our residential and business communities to prevent complaints about the street scene and to prevent public health issues arising from rotting waste.
2. The Council has powers under the Anti-Social Behaviour Act 2003 to deal with fly-posting, the displaying of promotional materials or adverts without permission on public furniture.

3. Enforcement of fly-tipping and fly-posting varied between legacy authorities, and the pilot aims to harmonise the approach and ensure a consistency.
4. Since commencement of the service in September 2021, WISE has investigated all reported incidents of fly-tipping and fly-posting and has taken enforcement action where an offence has been committed. This has mostly been through issuing of fixed penalty notices (FPNs) on individuals.
5. One of the recommendations from the Cabinet decision in May 2021 was to present a report of the pilot's first six months of operation (Sept – March) and to include further recommendations for the future of the service.

Findings of Review

6. WISE has delivered significant outcomes as outlined in Appendices 1 and 2, including 1,538 fly-tipping investigations and service of 198 FPNs. There is now a consequence for the actions of offenders, and the pilot has addressed the frustration of residents and businesses who previously reported incidents that would either not be actioned or would be limited to education and engagement only.
7. Commercial waste management has improved significantly since the start of this pilot with additional contracts in place in many areas of BCP Council, particularly Bournemouth Town Centre. Previously efforts relied upon engagement only, but with limited success. Officers from the Council's Environment teams have commented that the pilot has made a positive impact on areas where problems were prevalent. In total, 249 businesses have been inspected to ensure compliance with waste requirements for commercial premises and 189 have been found to have had inadequate measures. Photographs in Appendix 3 illustrate some of the improvements to problematic areas.
8. All incidents of fly-tipping and fly-posting can now be investigated in a timely manner and there is capacity for WISE officers to investigate the hard-to-evidence cases that are otherwise challenging for Council officers to investigate amongst other competing demands.
9. The FPN payment rate at 67.5% is comparable to the industry average of 70%. Efforts will be made to improve through increase messaging that payment of a fine will avoid the Court action that could result in heavier fines and a criminal record. The Council is able to utilise 10% of the recovered monies for this service-related work.
10. Appendix 1 details the challenges and setbacks raised during the pilot to date. Challenges around enforcement were inevitable and predicted, although learning from a number of cases has aided the improvement of procedures. The complaint rate is considered low, with just 7 escalated to Council officers out of 1,797 investigations that WISE have achieved (0.38%). Officers will continue to work with the contractor to ensure this remains the case. Whilst there is no formal appeal process to an FPN, 2 have been withdrawn and cautions issued in their place.

Options Appraisal

11. Several options have been considered for the continuance of this pilot, taking account of the outcomes and experience of delivery to date;

Option 1 - Maintain the contract in the current format

12. The pilot has delivered its objectives to date within a short space of time, although not without challenges in some areas. Managers and officers have learned lessons from various cases, in particular from those where potential offenders have claimed to be leaving items for charitable reasons. Accordingly, some operational procedures have been altered, albeit there are other challenges identified in this report that have yet to be addressed.
13. The contract in its current format is cost-effective and the Council is able to reinvest 10% of the fines WISE recover into public engagement and legal support for more serious cases, or where offenders have failed to pay their fine.
14. The 10% recovery to the Council enabled full engagement work to be carried out over the Christmas and New Year period, in view of the likely excessive waste at this time of year. There are also 2 cases being considered for prosecution. An assessment on whether the legal costs can be covered by the 10% fine recovery will be provided following the conclusion of these cases. It is important to note that only cases in the public interest, whereby the fine is not paid, will proceed through legal proceedings.
15. The system used by WISE captures the most accurate picture of how much demand is generated by fly-tipping across BCP Council areas. Due to the nature of how reports reach the Council and the multiple systems that these are logged, this is an important feature of the contract and was one of the initial aims of the pilot. However, 7 months is a comparatively short amount of time to fully consider the true impact of this pilot, and hence further data will be collated over the coming months.
16. There could be a reputational risk to the Council where enforcement actions are misrepresented in the media, although to some degree this is inevitable with any enforcement-related activity. There is of course a reputational risk of failing to investigate fly-tipping.
17. Significant engagement with members of the public who may inadvertently mismanage their waste has taken place, although many people choose not to engage, or accept any fault, which consequently leads to enforcement action. Nevertheless, should there be a move to reduce the level of enforcement and move to an approach of engagement and education, the Council would need to find additional resource to compensate WISE for the reduction in FPN income.
18. This option will necessitate increased public messaging about the rules regarding waste and the work that WISE are undertaking. There is limited capacity in the Comms team to undertake this, and hence there may be a cost implication, although Community Engagement Officers could help deliver some of the messaging.

Option 2 - Maintain the contract with enhanced engagement from Environmental Health and Community Engagement

19. There is some scope to maintain the contract as it is currently operating whilst increasing the input from two Waste Compliance Officers from the

Environmental Health team. This would likely result in more face-to-face education with businesses and members of the public, potentially reducing the inadvertent breach of legislation and consequent fines.

20. Engagement and education have taken place for a number of years in legacy authorities. Such engagement appears to have been unsuccessful due to continued increases in mismanagement of business waste and fly-tipping. With WISE now available for escalation where engagement fails, the pilot could help deliver more favourable outcomes.
21. This option could create some operational challenges, particularly with businesses where additional engagement has been carried out. Any instruction to refrain from service of FPNs on businesses who have recently arranged a new waste contract will likely mean the pilot cannot be run on a cost-neutral basis. The costs to the Council would be circa £400 per day. The input required by the two Waste Compliance Officers would also take these officers away from their current role of dealing with waste enforcement work that falls outside the WISE contract.

Option 3 - Maintain the contract and introduce issuing of formal warnings for many first offences

22. WISE could be instructed to issue formal warnings to individuals who have not been found guilty of a previous offence. While it is not possible to prove that many people who have been fined through the pilot have likely mismanaged waste for a significant period of time, it is a reasonable conclusion that people having historically seen little or no consequence for mismanagement of waste. They have therefore become accustomed to placing waste beside overflowing bins or on the pavement for someone else to pick up, the costs for clearance for which will have fallen to the Council.
23. Warnings can be issued to anyone who is found guilty of an offence for the first time, but this would create significant operational challenges and result in a requirement to provide funding to WISE. This would potentially cause further frustration to residents already aggrieved by ongoing waste issues in their community.
24. This option, alongside a reduction in income from fines to businesses without proof of a suitable waste contract, would cost the Council approximately £26,000 for the remainder of the contract from 1 June 2022 to 31 August 2022 and would reduce the income from fines to reinvest in the service by an estimated £6,000.

Option 4 - Cease the WISE contract and revert to in-house service provision

25. The Council could give WISE 30 days' notice to end the contract at any time and revert to in-house service provision.
26. Current capacity within teams would not result in an effective service without further investment and it would take a significant time to implement. A better system for logging all fly-tipping incidents would also be required to help ensure officers understand the true demand of fly-tipping investigations in the area. Based on the limited data in the first 7 months of the contract, at least 2 full-time posts, administration support and resources would be required at circa £100,000 per annum with on-costs. Additional funding for legal costs to pursue offenders who have committed a serious offence or have not paid their fine

would also be required at an estimated £13,000, this matching the forecast 10% of income currently due to be received from paid fines to WISE.

Option 5 - Mobile CCTV facility in addition to all options

27. The Council has a finite resource for CCTV and there are significant demands on the current service. CCTV cameras will deter some individuals from committing fly-tipping offences; however, this does not necessarily mean that enforcement action can be taken when images are captured, although it would greatly assist in identification of any vehicles involved if the registration is captured within the footage.
28. Deployable cameras that can be moved to various locations are currently used by the Council's CCTV Team, but there must be a suitable post and power point for installation, and in some hotspot areas this is not achievable. Surveys are required prior to consideration of relocating a camera and significant engagement with residents and businesses in the proposed locality is required, as well as additional signage and compliance with Surveillance Camera Code. The Council's existing team would be required to carry out this work.
29. A mobile CCTV solution is available on the market and can be rented or purchased. A portable tower with a generator or battery can potentially provide a short-term solution and depending on the unit, can be moved to other locations either by Council officers, or the camera providers.
30. A large generator-run portable tower and CCTV unit, moveable by a provider, can provide a maximum of 10 weeks continuous coverage in an area, but can only be considered where a van can access the desired location. This can be hired for £550 per week, with an initial set-up cost of £700 and a cost each time of £700 to relocate. Alternatively, it can be bought for approximately £30,000, including 5 relocations a year if a lengthy contract was signed with the provider. Additional relocations would be £700 each time.
31. A smaller battery-operated unit with an extendable tower and CCTV unit can provide 2 weeks of coverage before recharging is required. The addition of solar panels may extend this if the unit is placed in a suitable area to benefit from this. This is moveable by towing and additional security measures would be required to help protect against theft or damage. This can be purchased for £25,000.
32. Any additional CCTV, and particularly mobile units, will also require significant additional officer time to set-up, manage and ensure compliance. It would likely work to the benefit of the service in some cases but not in others, although may act as a deterrent in some hotspot locations. There is a high risk of displacement of high-volume fly tipping sites to those not covered by CCTV.

Option 6 - Major comms campaign in addition to all options

33. Additional engagement and comms is desirable for any option moving forward to help people understand the harm that mismanagement of waste, fly-tipping and fly-posting can do the environment. It is also necessary to educate as many people as possible what the law is, and what the potential penalties are.
34. The Council's Communications Team are struggling to meet current demands, although conversations have taken place with a view to launching a campaign.

35. It is likely a contractor would need to be commissioned to provide a successful comms campaign that may make a real difference to BCP streets in relation to the service covered by this pilot. It is also acknowledged that demand for the service will increase shorter term with more residents being aware of how to report fly-tipping and having confidence action will be taken. This would cost an estimated £10,000 based on the previous 'Sort **it Out' campaign last year.

Summary of Options

36. It is recommended that the Pilot is extended to November 2022 with an additional emphasis on effective and increased communications with public and businesses, enhanced joint working with the Council's Waste Compliance Officers, and to allow for consideration of learning from best practice in other Council's. Additional time will also allow for consideration of accompanying initiatives such as mobile CCTV options.
37. During this extension, Waste Compliance Officers will be tasked to engage with and educate residents and businesses on their legal obligations prior to a visit by the WISE contractors. The focus of the Waste Compliance Officers would be to target areas with high frequency and high-volume waste complaints. This would result in greater understanding by residents of waste crime and possibly fewer complaints or concerns about the nature of the WISE contract. It could also reduce the amount of time and money spent on clearing side waste.
38. With the introduction of Waste Compliance Officers to areas identified as experiencing high waste mismanagement, education and warnings would be issued prior to, or at time of first offence, and WISE officers can then focus their efforts on those ignoring these rules. This would provide a fair service to residents in BCP that genuinely are unaware of the law and minimise the reputational risk to the Council.
39. It is acknowledged that some businesses or residents have genuinely not known the rules around waste management or appreciated the negative impact, so a more comprehensive Comms campaign will help address this. It is apparent that many individuals do know that leaving waste on streets or outside of bins, or failure to have a contract in place for business waste breaches regulations. Officers are clear that to make a real difference to our streets, fly-tipping and mismanagement of waste should be dealt with as a crime in accordance with the relevant Legislation. Where mitigating circumstances are apparent, FPNs will not be served at first call, although residents and businesses must positively engage with the investigating officers to help reach this understanding.
40. Lead officers in this Pilot, alongside Communications colleagues will seek best practice from other Councils where the response to the challenges of fly-tipping appears to be more seamless and publicising cases where residents have supported action is commonplace.
41. To date, significant improvements have been made in understanding the level of fly-tipping and waste issues, but the pilot has presented a short window of opportunity to gather sufficient data to make informed decisions for the long term. Extending the Pilot to November 2022 will help ensure officers are in the best position to make the necessary recommendations for the service, while giving further time to assess and understand possible areas for improvement.

Summary of financial implications

42. If the demand, levels of fines and payments continue at the current rate, the projected income received by the Council will be £8930 as of 1 September 2022.
43. There are no budget implications for the communications campaign proposed as the funding of approximately £10,000 is available from the approved Cleaner, Greener, Safer programme.

Summary of legal implications

44. The recommendations have minimal additional legal implications from those in the Cabinet report from May 2021. The contract will be extended in its current form to cover from 1 September 2022 to 30 November 2022 and the Council's Procurement Team will be consulted.
45. Should the recommendation not be agreed, the contract may require alterations with the provider, which may take some time to achieve with capacity limited in Legal Services.

Summary of human resources implications

46. The additional tasks recommended for the Council's Waste Compliance Officers fit with the current role profile and are commensurate with the current grading.

Summary of sustainability impact

47. The comms campaign together with continued enforcement should result in less fly-tipping incidents and associated negative environmental impacts.
48. Less litter from ripped bags of fly-tipped waste will result in less potential harm to wildlife, less waste going down drains and reduced costs for Council services to clear.

Summary of public health implications

49. Fly-tipping and fly-posting has a detrimental impact on public perception of the quality of affected environments, including publicly accessible greenspaces. Public use of greenspaces, and the degree of health & wellbeing benefit derived from that use, is partly determined by greenspace quality. The anticipated reduction in fly-tipping and fly-posting will contribute to wider efforts to maintain and enhance the quality of public greenspace (and the wider public realm) and associated benefits for public health and wellbeing.

Summary of equality implications

50. There are no adverse effects on protected groups and all communities should benefit long term from reduced environmental crime with the success of this pilot. A full equality impact assessment was carried out prior to the agreement of Cabinet to commence the pilot in May 2021 and this has been reviewed. There is no change.

Summary of risk assessment

51. There is a continuing risk to the reputation of BCP Council if the proposed pilot receives adverse commentary or complaints are received regarding the officers carrying out these duties. As outlined, these have been small in number but

have created additional pressures from various parties during the course of the pilot.

52. A more effective Communications Strategy will be developed to support this ongoing pilot. Any publicity work will reinforce the key Council values that any such enforcement activity is not undertaken lightly, or to generate income, but as a necessary driver to make and keep our communities clean and support the Council's Cleaner, Greener, Safer campaign.

Appendices

Appendix 1: Review of Outcomes

Appendix 2: Performance and Data

Appendix 3: Photographs

Appendix 4: Equality Impact Assessment Summary

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Review of Outcomes

Investigation of all Reports

1. WISE officers have investigated all reported incidents of fly-tipping and fly-posting reported to BCP Council since September 2021. These reports come to their attention through various channels, including residents reporting an incident of fly-tipping to the Council's Street Services Team, direct from ward Members, or via other Council services.
2. The report is immediately sent to WISE officers who seek to visit as soon as possible to secure evidence. Once their investigation is complete, a request to clear the area is sent to Street Services if the waste is on public land, or to the Council's Environmental Protection Team if the waste is on private land.
3. Table A in Appendix 2 illustrates incidents reported to WISE and what action has been taken. An FPN is only issued where the evidence gathered would be suitable for prosecution through the courts. To secure this evidence, WISE officers have interviewed suspects under caution, obtained statements from witnesses and located vehicle keeper details from the Police. Images from cameras or CCTV has been utilised many times throughout the pilot so far and has helped identify offenders.

Business Duty of Care Inspections

4. In addition to reactive investigations following a report of fly-tipping, inspections of businesses have helped to ensure compliance with their 'Duty of Care' with regards waste management. Under the Environmental Protection Act 1990, all businesses of any kind must contain any waste products safely and dispose of them properly. Types of waste covered include anything produced as rubbish or waste material from a commercial business, including by-products. To evidence that a business has removed their waste appropriately, they require a Duty of Care Waste Transfer Note document.
5. During the business inspections as outlined in Table B of Appendix 2, WISE officers have requested by Notice, evidence of suitable waste arrangements be provided to them for the preceding 12 months within 7 days of the visit. If the evidence is not forthcoming, or is inadequate, an FPN for failure to comply with the Legislation has been served.
6. There have been significant problems with mismanagement of business waste, particularly in Bournemouth Town Centre and surrounding areas. It is clear from the inspections carried out by WISE that many businesses did not have a suitable waste contract in place, meaning business waste was falling outside of the legal waste pathway.
7. During inspections and subsequent engagement, managers and employees of businesses are educated on the importance of managing their waste appropriately and the law is explained fully to those willing to listen.
8. As a result of the inspections carried out by WISE and any subsequent action, more businesses in BCP now have waste contracts ensuring there is a better management of waste across the area. The Council's own Commercial Waste Team has seen an increase in demand since the start of the pilot, although it is important to note that businesses are advised that other companies can provide such a service and the business should request a number of quotes for their needs. There were 50 new customers from October 2019-February 2020 (pre pandemic) and 80 new customers from October 2021-February 2022, including many new bag customers from Bournemouth Central.

9. The absence of detailed geospatial data at the commencement of the trial makes it challenging to draw evidenced conclusions about the efficacy of the pilot after just 6 months of operation. Nevertheless, there has been extremely positive feedback from colleagues in Environment who often spent many hours of their work in certain areas and some photos of alleyways near to Commercial premises in Bournemouth are in Appendix 3 showing the condition before WISE visited and the condition a number of weeks after.
10. In one incident, WISE officers located rats in a commercial kitchen which was immediately reported to the Council's Environmental Health Team. Subsequent enquiries led to a voluntary closure of the food premises, protecting the public from likely harm.

Hard-to-Evidence Casework

11. WISE officers have also used initiative to locate offenders from businesses, with one inspection in Bournemouth leading to a large fly-tipped commercial fridge being located in a rear alley. Investigations after locating the supplier and product number, led officers back to the business that had ordered the item and interviews subsequently led to a confession and an FPN.

Fly-Posting

12. Table C in Appendix 2 illustrates the details and responses to fly-posting by WISE with 7 FPNs served following 10 reports. Until the start of the contract, the Council's Events officers had been attempting to manage reports of fly-posting, some of which were dangerous by their placement at road junctions, although no formal enforcement actions had taken place. The pilot has enabled enforcement action to take place and WISE Officers also remove the offending item once evidence has been secured, further saving Council resource. Offenders are then questioned and fined if appropriate under the Anti-Social Behaviour Act 2003. They are also reminded of the law and the potential dangers and environmental impact during any engagement.

FPN Recovery Rate

13. As of 3 March 2022, 394 FPNs have been served in total and 67.5% have been paid. This has resulted in £45,630 in fines being paid to WISE. BCP Council receive 10% of the recovered fines, which is kept aside for other service-related work, the cost of administering the contract and legal costs for those cases not paid that will proceed to Court. No enforcement investigation has been required by Council officers for these cases, thereby ensuring the pilot is cost-neutral.
14. Those served with a fine are given every opportunity by WISE to pay before referring the matter to the Council's Environmental Protection Team for consideration of prosecution. 101 fines have been paid after the formal 28-day period offenders have to pay, which has saved valuable time in legal discussions and potential action that would have taken place otherwise. WISE make significant effort to engage a party served with an FPN to help avoid a potentially costly Court case for all and help prevent first offenders from receiving a criminal record if found guilty.
15. The Environmental Protection Team are currently considering 2 cases whereby those found guilty of an offence have not paid. This number is likely to increase as the pilot continues and the 10% the Council receives from the fine income will support funding for additional legal support. During consideration of progressing with legal action, the public interest test will be considered as well as specific detail with the case including any past history, the significance of impact on the community and the costs associated with the clearance. Any positive result in

the Courts will be publicised to help reassure the public and make it clear that BCP does not tolerate these offences.

Customer Service and Added Value

16. 3 cases that would have met the threshold for an FPN have not been pursued by WISE due mitigating factors such as health issues, compassionate grounds and language barriers. WISE are committed to engagement with possible offenders and always ensure only those who have understood they have committed an offence are fined and the reputation of the Council is protected as much as possible.
17. A more comprehensive picture is being developed of locality and types of fly-tipping. The map in Appendix 2 highlights the areas where enforcement action has been taken. It illustrates that the demand is most prevalent in Bournemouth Central, East Cliff and Springbourne, Westbourne and West Cliff and Creekmoor Wards.
18. Proactive investigations have taken place during patrols by WISE officers, meaning that some incidents that would not be reported to the Council result in action and clearance, sometimes more quickly than would have been previously. While this adds some pressure to busy teams, it adds value to the residents, businesses and visitors of BCP.

Review of Challenges

Conduct Against Officers

19. As with all enforcement work, there are challenges where those who knowingly or unknowingly have committed an offence under environmental law. Engagement with officers is often aggressive and information can be hard to come by to assist with an investigation and WISE officers have experienced this during the pilot.

A particular engagement in Bournemouth led to the WISE officer calling the Police as he feared for his and other resident's safety when an offender followed him back to his vehicle and made a number of false accusations. Residents in the locality witnessed the incident and some tried to intervene, while also advising they were upset at the ongoing situation with fly-tipping in their road and the officer had to calmly manage this situation prior to the arrival of the Police.

Delays in Response

20. There have been a number of cases where a delay to clearance of waste has resulted from the investigating officer being unable to immediately secure evidence from a fly-tip. While this is limited in number, this remains a concern and will be an ongoing challenge while reports are increasing.

Collation of Evidence

21. Many residents who report incidents do so anonymously, meaning evidence collection is challenging unless incriminating evidence is found within the waste. While WISE officers use experience and initiative to try to identify offenders, this is a challenge that will likely continue.
22. Witnesses of incidents are usually reluctant to agree to attend Court, meaning some cases will have to be dropped without penalty to an offender. WISE officers have offered support and confidence to many witnesses, but many still refuse to commit to providing evidence that would be key to proving a case to the level required and therefore a fine, and/or prosecution, cannot be carried out.

Public Feedback

23. Public concern is an expected and real challenge to this pilot. A number of news stories have appeared since the start of this pilot prompted by someone found guilty of an offence who disagrees and raising the matter as public interest through the media.
24. This is a risk to the reputation of the pilot and the Council and Regulatory Managers have worked hard to minimise the impact of this due to the positive outcomes the pilot has achieved to date and the wider benefits to the Council's area.
25. It is challenging to counter arguments that WISE officers have been too quick to serve an FPN, which is often the headline, due to data protection rules that Council officers are duty bound to comply with. The manager of the Environmental Protection Team investigates all complaints and cases raised to the media and has ensured best practice has been followed, commenting to this effect. However, this has not necessarily been accepted by others and can be difficult to justify without revealing information protected under data-protection rules.
26. Officers expect this challenge to continue, although where a case is beginning to feel contentious by WISE officers, they will seek clarity and instruction from the manager of the pilot. It is also worth noting that commentators to the news stories to date have broadly supported enforcement action against those who mismanage waste and feedback from residents who have made the report is that they are pleased to know that enforcement action is now being taken on fly-tippers.

Legacy Arrangements

27. Difference in Legacy Authority arrangements have led to some decisions being reversed due to lack of understanding and practice formed over a number of years.
28. This has been particularly challenging in Bournemouth Town Centre where some waste from businesses has been collected by a private contractor engaged by the Council many years ago to remove commercial waste left out on streets. Hence the expectation of many businesses in this locality is that they have been complying with their legal duties. While the practice does not absolve a business of their duties, WISE and Council officers agreed that issuing an FPN to certain businesses was inappropriate initially and if businesses subsequently employed a waste contractor to manage their waste lawfully, no further action would be taken.

Complaints

29. The manager of the pilot has experience in dealing with complaints against enforcement officers and this challenge was expected during this pilot.
30. Understandably, where people have committed an offence, either knowingly or otherwise, many are angry and upset that they are being penalised and it was anticipated that this pilot would lead to complaints against the conduct of WISE officers.
31. With a simple representation and complaints procedure, many grievances have been managed quickly and effectively with only 7 escalating to the Council officer managing the pilot. On review of bodycam footage and investigation into the specifics of the case, 1 case was upheld and 1 partially upheld. This is likely however to remain a challenge.

Expectation Management

32. Press enquiries and concerns raised by various stakeholders leads to time lost in other key areas of service provision. Also, considerable resource is taken by the refusal of some offenders to acknowledge they have been found to have committed an offence and thereby continuing with a complaint, despite subsequent findings through an investigation proving process and practice to be sound.
33. As the pilot has progressed, suggestions have been made that WISE focuses on education and tackling the reasons behind fly-tipping. This is outside of the scope of the current pilot and such expectations can be difficult and time-consuming to manage.

CCTV

34. As well as the expectation management difficulties mentioned above, CCTV is viewed as one of the main preventions and solutions to reducing fly-tipping. While this may act as a deterrent and forms part of the solution, it is not a cost-effective or simple solution to help support this pilot or any future fly-tipping response work.
35. Officers have witnessed a number of individuals recorded dumping waste at various points across BCP Council and unfortunately cannot identify individuals by just their face or other characteristics. Where a vehicle is involved, we have seen significant success with identifying a registered keeper and commencing enquiries from there, but in some areas, it has neither prevented the incident or provided sufficient evidence to identify the offender. However, expectations are that CCTV will reduce fly-tipping incidents and result in a penalty for those responsible.
36. Options to increase the CCTV resource within the Council to support this work are considered in the Options Appraisal below.

Waste Strategy Review

37. Many of the operational challenges outlined above are likely to continue, and in any case would be present with any enforcement solution to fly-tipping and fly-posting. The successes and outcomes to date are keenly felt by operational officers of the Council and the increased confidence with which residents feel that action will be taken if they report offences.
38. It is clear, however, there is scope to address the wider reasons behind fly-tipping. This is not a simple issue and National seminars, and conferences regularly take place to seek learning and best practice from colleagues across the country. Despite limited successes, incidents continue to rise across the Country.
39. A review of future options for an outsourced contract due to end in March 2023, which includes bulky waste collection services, is due to commence shortly. The wider review of the Council's Waste Strategy is also anticipated to commence during 2022/23. This is, however, dependent on the Government's national waste strategy and associated legislation, which has been delayed. We are now waiting for a third consultation on the final proposals, which is anticipated in Spring 2022.

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Performance and Data

All data is from 31 August 2021 to 7 March 2022

Officer hours worked: 1521 hr 16 mins

Table A: Fly-tipping		
Investigations	FPNs served/paid	Breakdown
1,538	198 / 127	54 x Business fly-tipping 104 x Domestic fly-tipping 3 x Household duty of care (failure to ensure household waste has been transferred through an authorised person/company) 37 x littering (small fly-tips, such as a bag of waste)

Table B: Business Duty of Care			
Inspections	Notice to Provide Evidence of Waste Agreement	FPNs served / paid	Education
249	206	189 / 133	86 (including engagement work through Christmas and New Year)

Table C: Fly-posting	
Investigations	FPNs served/paid
10	7 / 6

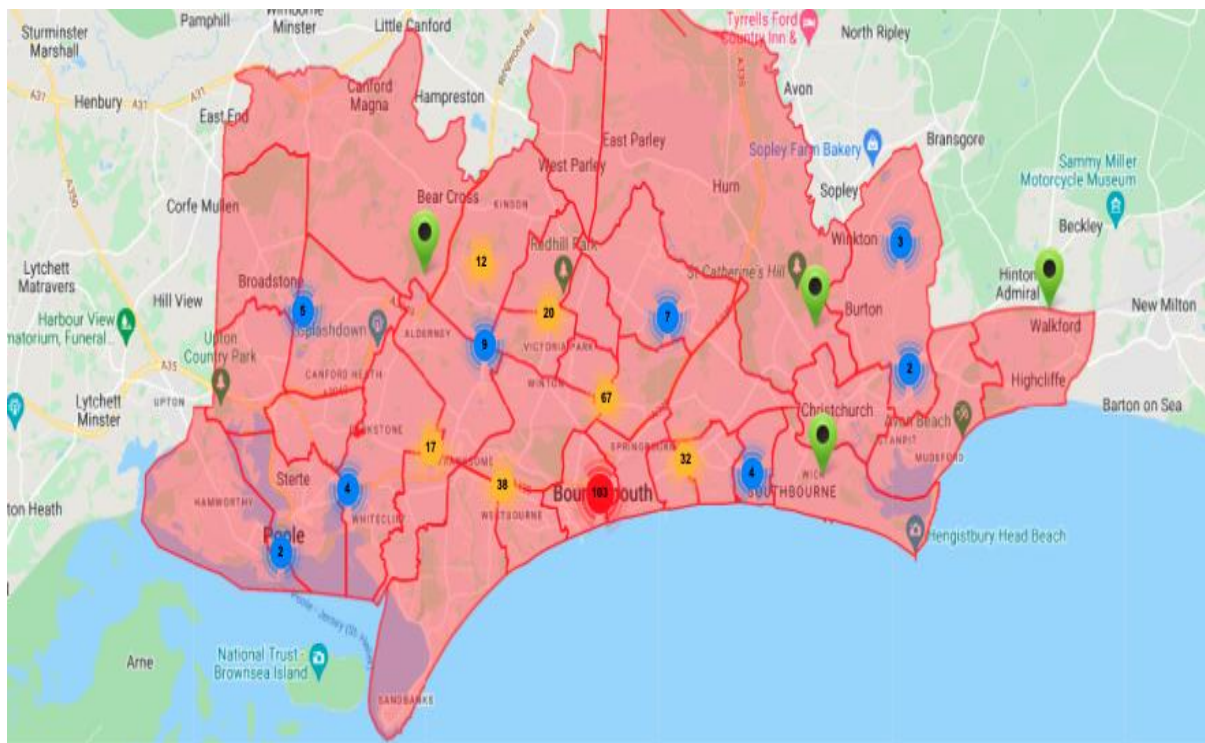
NB. Of the total 394 FPNs served, 361 were served on the spot and 33 subsequently by post

Representations and Complaints

To WISE	Escalated to Council	Findings
231	7	5 not upheld 1 partially upheld 1 upheld

NB. Representations are not necessarily complaints and include cases where evidence of proof has been sent to WISE to prove that an offence has not taken place, such as presentation of proper waste transfer notes

Map of Enforcement Activity



Key

Green-1 incident

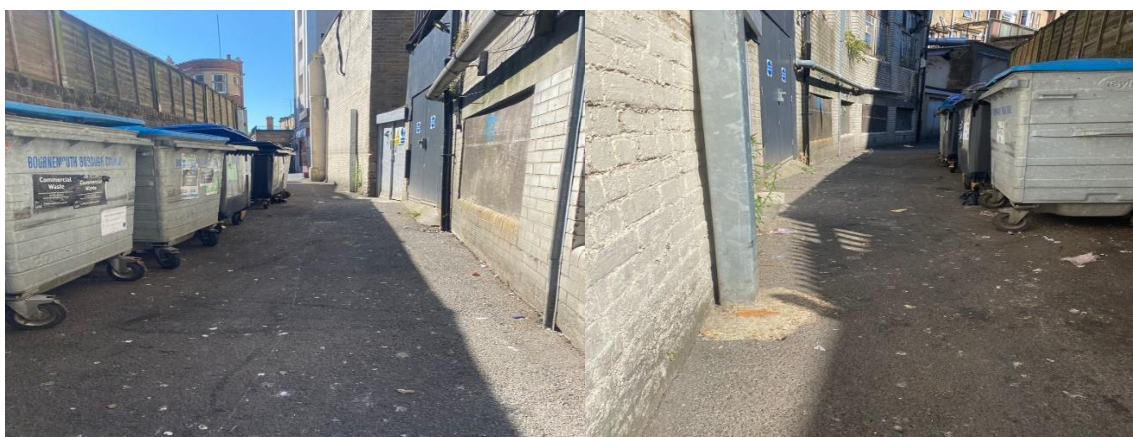
Blue 1-10 incidents

Yellow 11-100 incidents

Red 100+ incidents

Photographs

Photographs of alleys before and after business inspections and enforcement action





Equality Impact Assessment: conversation screening tool

Policy/Service under development/review:	Fly-tipping and Fly-Posting Enforcement
What changes are being made to the policy/service?	Harmonisation of response to fly-tipping and fly-posting offences across BCP Council through use of private company at nil cost to Council
Service Unit:	Communities
Persons present in the conversation and their role/experience in the service:	Matthew King, Community Enforcement & Environmental Protection Manager Jeff Morley, Regulatory Team Manager Peter Haikin, Head of Regulatory Services Stuart Best, Waste & Cleansing Manager Rebecca Lawry, regulatory Services Equality Champion
Conversation dates:	26/1/21-15/2/21 Reviewed 13/4/22
Do you know your current or potential client base? Who are the key stakeholders?	Residents and community groups of BCP Council Businesses operating in the BCP Council area Members of BCP Council Officers within BCP Council in the Regulation, Waste, Parks, Events and Seafront teams Residents and community groups within the BCP Council area Dorset Police Environment Agency
Do different groups have different needs or experiences in relation to the policy/service?	All groups have a need for a consistent Council response to offenders of fly-tipping and fly-posting. Some groups may not understand duty of care rules for waste and communication and education forms part of the policy change.
Will the policy or service change affect any of these service users?	Yes, predominantly in a positive manner, with the aim of the change to policy resulting in less money and resource being spent on clearances of waste and fly-posting and more being spent in other priority areas.
[If the answer to any of the questions above is 'don't know' then you need to gather more evidence and do a full EIA. The best way to do this is to use the Capturing Evidence form]	
What are the benefits or positive impacts of the policy/service change on current or potential service users?	Money and resource spent on dealing with the results of fly-tipping adversely affect all residents and businesses of the Council and if this reduces as is hoped, this is a benefit and positive impact for all groups.
What are the negative impacts of the policy/service change on current or potential service users?	There is a potential impact on residents who may not fully understand duty of care for waste. Each case will be considered fully to understand if someone has been exploited due to a protected characteristic by a rogue individual or trader before considering formal action.
Will the policy or service change affect employees?	Yes, to a limited degree, with employees within Communities having to learn more about enforcement measures against offenders of fly-tipping and fly-posting. It should also be a positive change for employees of Cleansing and Waste who spend some of their time clearing waste dumped by offenders, which adds to existing heavy workloads. They will be pleased to see offenders are held to account.
Will the policy or service change affect the wider community?	Yes, as above in a positive manner, except for offenders who do not accept education or knowingly act in an unlawful way

What mitigating actions are planned or already in place for those negatively affected by the policy/service change?	A communications strategy to help increase knowledge of rules around waste management and fly-posting will be implemented prior to the launch of the new service and each case will be considered fully to understand if someone has been exploited due to a protected characteristic by a rogue individual or trader before considering formal action.
Summary of Equality Implications:	There are no adverse effects on protected groups and all communities should benefit long term from reduced environmental crime with the success of this pilot.

For any questions on this, please contact the Policy and Performance Team by emailing performance@bcpcouncil.gov.uk

CABINET



Report subject	Harbourside Park - Strategic infrastructure improvements to the sluice channel linking Poole Park and Poole Harbour.
Meeting date	25 May 2022
Status	Public Report
Executive summary	<p>The report seeks the allocation of CIL funding to replace the sluice channel at Harbourside Park and upgrade the sluice gate in Poole Park. Due to poor and further declining asset condition, public access is now restricted to the shared path and vehicular access is prohibited, negatively impacting BCP operations. As time goes on the likelihood of catastrophic failure increases, posing a risk to users, lagoon operations and water levels, and dividing up the greenspace.</p> <p>An options study has been undertaken. Two options with similar estimated construction costs for both options have been identified which subject to securing funding need to be narrowed to one preferred option in the detailed design stage for tendering and construction.</p> <p>Working closely with Landscape Architects the project will consider the benefits of a carefully designed open channel that would provide a focal point of interest, against the merits of an enclosed channel. This will consider public access, impact on the landscape, maintenance requirements and overall cost to deliver.</p> <p>This strategic infrastructure improvement extends the work of the heritage funded Poole Park life project, including a new bridge over the sluice channel North of the railway line, will develop in parallel with the forthcoming Harbourside Masterplan and is considered within the current segregated cycleway improvement works.</p> <p>Also linking wider to the Poole Quay public realm improvements to rejuvenate Poole; these works are one of a series of strategic improvements significantly enhancing the quality of place in Poole.</p> <p>The report asks that Cabinet recommend to Council allocating CIL funds to complete detailed design and construction to ensure the tight project delivery programme can be achieved, for two key reasons – to reduce the impact on the active travel fund works in 2023 and to carry out the work as soon as practicable to reduce the risk of failure of the sluice channel. The completed project will maintain a key asset for amenity and habitat in Poole Park and</p>

	improve BCP operations.
Recommendations	<p>It is RECOMMENDED that:</p> <p>Cabinet recommends that Council approves the use of £1.239 million of Community Infrastructure Levy (CIL) to Environment to detail design, obtain consents, and construct the sluice channel replacement and sluice gate upgrade and other associated activities as required to deliver the project to completion.</p>
Reason for recommendations	<p>The recent collapses within the sluice channel structure highlights the need to prioritise the design and replacement works - all but the shared path is currently cordoned off. There would be significantly higher costs associated with emergency works in a failure situation.</p> <p>The sluice channel has reached the end of its serviceable life and financially unsustainable to maintain. Repair of the channel defects is forecast to be approximately £200,0000 and the annual operating and maintenance costs will be considerably higher than renewal of the structure.</p> <p>Recommendation (a) includes for an upgrade of the Poole Park Lagoon sluice gate. Upgrading to a remotely controlled gate with more variation will improve the ability to regulate the Poole Park Lagoon, increasing the opportunity to better regulate for wildlife and biodiversity, as well as promote officer wellbeing. The sluice gate is currently manually operated, requiring heavy lifting over deep water, at all hours which uses approximately £15,000 per annum of officer time which could be reallocated to other priorities.</p> <p>Without an efficient sluice gate the lagoon in Poole Park will not be maintained and the biodiversity will decline. This means that midges (Chironomids) will proliferate and create large swarms and Algal mats will develop in the fresher water. Both are detrimental to park users, concessions, council reputation and are costly to mitigate.</p> <p>Prioritising this infrastructure issue and allocating the funding now means that the Active Travel Fund improvements will be less impacted by the sluice channel install. The travel improvements are likely to be installed first due to funding deadlines. However, the quicker the sluice is replaced, the shorter period of time that a temporary surface will need to be in place.</p>
Portfolio Holder(s):	Councillor Mark Anderson - Portfolio Holder for Environment and Place
Corporate Director	Kate Langdown – Director Environment
Report Authors	Peter Christie – FCERM Capital Projects Manager; Ruth Wharton -

	Project Officer; Tony Parfett, Senior Technician, Martin Whitchurch Strategic Lead Greenspace
Wards	Parkstone; Poole Town;
Classification	For Recommendation

Background

1. In November 2021 a paper was submitted to the Futures Fund to request the funding and delivery of the sluice channel and sluice gate renewal. Futures Fund determined that CIL would be more appropriate and recommended submitting the request to Cabinet for Council approval. The Head of Planning has advised the use of CIL is appropriate as financially profiled and the summary of legal implications provides the legal background.
2. Transport & Engineering (Flood & Coastal Erosion Risk Management (FCERM) service and Engineering) is contributing expertise to support Environment deliver the project.
3. The Baiter park surface above the sluice channel has suffered sporadic ground collapses causing hazardous holes at the surface level. Near the structure, the park surface has been cordoned off from the public, all except for the shared path, and vehicular traffic including BCP services is not allowed.
4. A 2021 condition survey identified that repairs would total £190,250 to extend the life of the existing structure for up to 5 years. Not only is this uneconomical, but the issue may also impact the proposed Whitecliff & Baiter segregated foot and cycle path permanent design.
5. Currently the manually operated sluice gates (Poole Park Lagoon side) require two staff to access a difficult location, often at night. This also provides less control of water levels in Poole Park, limiting the management options. The approximate operating costs for this activity are £15,000 per annum.
6. The Engineering team are aware that the surface water drainage at Keyhole Bridge is connected to and outfalls at the sluice channel. The problem with localised flooding is a separate issue. The surface water assets are believed to be owned by Wessex Water and the Officers will engage Wessex Water to seek a partnership solution. In the meantime, the Portfolio Holder will be kept up to date on progress with Wessex Water and the drainage issue and proposed solution.

Detailed Description of the Issue

7. The sluice channel supplies seawater to Poole Park Lagoon from Poole Harbour and allows freshwater from the Freshwater lakes and upstream catchment to run out to the harbour (see Figure 1).



Figure 1. Key Map

8. The channel underneath Harbourside Park (not including the brick-built section underneath the railway line) was built in the 1960s. Due to the asset age and harsh seawater environment the sheet piling has become heavily corroded along much of the channel and several significant holes have formed exposing the soil behind the sheet piling to the sea. The tidal water washes out the exposed soil causing voids behind the sluice channel walls and resulting in holes forming in the ground of the open space posing a hazard to park users.
9. Reactive patch-up work has been undertaken as and when needed to maintain the channel and keep both Harbourside Park and Poole Park lagoon functioning as expected by park users. Condition surveys, undertaken in August 2016 and more recently in April 2021, illustrate the heavily corroded sheet piling and show how the condition has worsened over the last 5 years.
10. The condition of the sluice channel underneath the shared path has now deteriorated to a point that it is no longer safe for service vehicles to drive over due to the potential for collapse and therefore it was closed off to vehicular movement in 2021. It is likely that this section will need to be closed permanently for all users sometime in the short-term future as the condition of the channel continues to worsen if nothing is done.
11. A detailed options appraisal was commissioned through WSP and completed in March 2018. The next stage of design would be to engage with statutory consultees, select the preferred sluice channel option and gate, detail design the structure and seek appropriate consents.
12. Parkstone Bay is environmentally designated as a Special Site for Scientific Interest (SSSI) and a Specially Protected Area (SPA). It is anticipated there will be constraints and limitations applied to the time of year construction can take place and methods of construction that can be used. The cost implication has been factored into the forecast as contingency. However, engagement with consultees through the detailed design stage will confirm these assumptions.

13. The works may be subject to an Environmental Statement Review by the Marine Management Organisation (MMO) and will require a Marine Licence prior to proceeding.
14. Central Government has awarded BCP Council 'Active Travel Funding' to introduce changes to help increase the number of journeys completed by walking and cycling. The existing path which runs along the seafront of Harbourside Park has been selected for this scheme and the plan is to provide a segregated path to better accommodate cycling and walking.
15. Phase 1 of the segregated cycleway and footpath works will commence this April 2022 from the Turks Ln end and tie into the existing path at the western side of the sluice channel. Phase 2 of the segregated cycleway and footpath is proposed to commence in April 2023 and will continue the segregated cycleway and footpath from Green Gardens and connect to the Phase 1 section by August 2023.
16. The Active Travel Fund has a funding deadline for delivery. Though it would be preferable to carry out the sluice channel works first, it puts the Active Travel Fund at risk. The delivery teams are collaborating on minimising the impact, ways to avoid re-work and ensure connectivity through the temporary and permanent works. The sluice channel needs to be prioritised for construction commencement by Spring 2023 to ensure that the channel works is complete before the Active Travel Fund Phase 2 ties into Phase 1 and does not cause additional disruption to the upgraded route.

Project Governance

17. The internal client and budget holder will be Environment, with the Service Director – Environment as the Senior Responsible Owner (SRO).
18. The service specific Project Executive within Environment will be the Strategic Lead for Greenspace & Conservation.
19. Subject to Council funding the SRO will arrange the delivery structure. Environment will lead the project supported by the FCERM team and Engineering teams as Senior Users, utilising experiences in commissioning design and construction of engineering assets, forming a cross department delivery team.

Options Appraisal

20. The WSP Options Appraisal (2018) presented and costed three possible solutions. The options assessment ruled out one of the options and recommended that a preferred option would need to be found through detailed design of the scheme. The two recommended options were:
 - Option 1: Landscaped open channel with one or more foot/cycle bridges ≈ £639,600 (2018 valuations)
 - Option 3: Precast box culvert sections with foot/cycle path reinstated ≈ £599,500 (2018 valuations)
21. The current manually operated sluice gate is an inefficient and costly method for managing the water in Poole Park Lagoon. A safer and easier method of operating the sluice gate would reduce the time taken to service and operate the gate.

22. Two sluice gate replacement and installation options have been provided by Aquatic Control Engineering Ltd (Apr 2022), which is a budget quotation:
 - ACE Channel Penstock = £36,760
 - ACE Double Leaf Weir Penstock = £67,145
23. Automation, installation, and management for either sluice gate option is quoted at £19,015.
24. The double leaf weir provides more control of water levels, which is the preferred option for Environment. Site survey, measuring and up a detailed quote will need to be provided in the design stage to raise the purchase request.
25. Officer time operating the sluice would be significantly reduced and the current operation is high risk. The sluice operation follows the tide - a minimum of two Officers visit the sluice often at night carrying out manual handling over the structure and deep water approximately once a month.
26. With a remotely operated sluice gate the Environment team can have more control over the lagoon to manage the water level for maximum benefit for wildlife, such as having a winter tidal regime to expose mud flats for wading birds; or in summer for recreational use, creating a more efficient flushing regime.

Summary of financial implications

27. Preferred Option Cost Summary
28. A construction option has been costed and provided in Table 1 below. WSP engineers have been contacted to verify that the 2018 options are still current, and to verify officer estimates on items 1, 3 and 6 in Table 1.
29. The operations and maintenance implication once the project is commissioned should decrease by £15,000 per annum. Along with this, the prevention of future maintenance repairs is forecast at £190,250 over a 5 year period alone.
30. The costs provided in the WSP options appraisal were for 2018 valuations. Table 1 below includes for Construction Indices inflation of 15.9% from early 2018 to early 2022.
31. The construction material price index in the UK for 'all work' rose by 22.7% between November 2020 and November 2021, with fabricated structural steel having the greatest increase of 66.1% (Department for Business, Energy & Industrial Strategy, 2021). Ready mix concrete costs have increased by 12.9% between January 2021 and January 2022 (Office for National Statistics, 2022). The Royal Institute of Chartered Surveyors (RICS) forecasted General Building Cost Index increases of 4 – 5% per annum in 2022 and 2023 based on an October 2021 outlook (RICS, 2021), which doesn't include recent impacts of geo-political tensions.
32. The cost summary forecasts 5% inflation between 2022 and 2023 and increases the risk allowance to 17.5%, which is 2.5% greater than typically expected at this project definition stage, to account for market volatility and provide project assurance.

Item		Cost Summary	Comments
1	Site investigations	£35,500.00	Assumes £30k ground investigation, £3,000 topographic survey and £2,500 environmental survey.
2	ES Review and Marine Licence	£3,600.00	Est. £1,400 pre-app and Band 2b application.
3	Design Fees	£69,100.00	As a percentage of construction cost (8%).
4	Project management	£43,375.00	Environment project management resource for delivery.
5	Site Supervision and CDM Advisor Fees	£34,550.00	As a percentage of construction cost (4%).
6	Sluice Channel construction	£773,276.00	Construction Inflation Index 2018-22 = 15.9%; Building inflation at Oct 2021 for 2022/23 = 5% (forecast).
7	Sluice Gate installation	£94,991.00	Equipment and installation (quote received Apr 22) + Building inflation at Oct 2021 for 2022/23 = 5% (forecast)
8	Risk and Contingency	£184,608.00	17.5% of items 1 – 7.
9	Total	£1,239,000.00	

Table 1. Summary of costs

33. Preferred Option Cost Profile

34. The forecast cost profile over the following financial years are as follows:

- a. FY 2022/2023 – £144,018.38
- b. FY 2023/2024 – £1,094,989.62

35. The Head of Planning has confirmed that this financial profile is satisfactory.

36. Do Nothing Scenario

- Adds continued pressure to reducing maintenance budgets.
- As time goes on the likelihood of catastrophic failure increases. The sluice channel structure would have a significant collapse which, as well as posing a risk to Harbourside Park user safety, would divide up the greenspace hampering maintenance access and cost significantly more to replace in emergency works.
- The more repairs which are made on the sluice channel the more complex and costly the ultimate replacement will be due to increased amounts of concrete which will need to be removed.
- Could negatively impact on the concessions such as the water sport activities.

- Impacts the Active Travel Fund project, with potential knock-on effect to secure future funding bids.

Summary of legal implications

37. The legal implications of this proposal are summarised as follows:

- a. The procurement and contractual arrangements will need to be undertaken with support and advice from legal services and procurement teams.
- b. The decision should be taken within the thresholds of the financial regulations.
- c. There are legal risks of not progressing the work as the Council may be liable for claims arising from personal injury or damage to property should the lack of repair cause incidents of damage to occur, and danger to arise.
- d. The allocation of Community Infrastructure Levy funds is appropriate in this case as the proposed work meets the statutory tests in respect of the spending of the Levy. The national Guidance in respect of the spending of the Levy is set out below, and the proposal will support development in the area by ensuring the provision of the active travel routes can be completed and the access to the open space and recreational area maintained and improved. The Guidance states:

What can the Community Infrastructure Levy be spent on?

The levy can be used to fund a wide range of infrastructure, including transport, flood defences, schools, hospitals, and other health and social care facilities (for further details, see [section 216\(2\) of the Planning Act 2008](#), and [regulation 59](#), as amended by the [2012](#) and [2013 Regulations](#)). This definition allows the levy to be used to fund a very broad range of facilities such as play areas, open spaces, parks and green spaces, cultural and sports facilities, healthcare facilities, academies and free schools, district heating schemes and police stations and other community safety facilities. This flexibility gives local areas the opportunity to choose what infrastructure they need to deliver their relevant plan (the Development Plan and the London Plan in London). Charging authorities may not use the levy to fund affordable housing.

Local authorities must spend the levy on infrastructure needed to support the development of their area, and they will decide what infrastructure is needed.

The levy can be used to increase the capacity of existing infrastructure or to repair failing existing infrastructure, if that is necessary to support development.

In London, the regulations restrict spending by the Mayor to funding roads or other transport facilities, including Crossrail, to ensure a balance between the spending priorities of the London boroughs and the Mayor.

Paragraph: 144 Reference ID: 25-144-20190901

Summary of human resources implications

38. The renewal of the sluice channel will reduce the officer time required to frequently inspect the asset and ground conditions and risk of failure.
39. The project is positive for officer wellbeing as the manual operation of the sluice will be removed, meaning that officers do not need to attend the site at times, in the dark and poor weather conditions to manually operate a structure adjacent to deep or fast flowing water.
40. The Officer time saved can be better allocated to Environment operational activities.

Summary of sustainability impact

41. The sustainable development goals supported by this proposal are:
 - a. Decent work and economic growth
 - b. Industry, innovation and infrastructure
 - c. Sustainable cities and communities
 - d. Life below water
 - e. Life on land
42. The construction will require the consumption of finite materials and produce greenhouse gas emissions throughout the supply chain to on-site. As the Council has signed up to the climate emergency this is a risk to implementation. Sustainability goals can be imposed on the design and construction contracts. The re-use of materials, use of local labour and materials and innovation will be priority.
43. The ability to regulate the lagoon better should have a positive trade-off by contributing to better biodiversity, possibly increasing mudflat for overwintering birds and reducing the travelling to and from the sluice gates for operation by officers.
44. The Marine Licence consenting process and the Councils Decision Impact Assessment will bring out these opportunities.

Summary of public health implications

45. The public health implications of doing nothing are detrimental.
46. Baiter Park is a well utilised walking and leisure amenity. If the entire sluice channel section were to be inaccessible, the amount of people commuting and using the park as a leisure route would significantly reduce. These members of the community may be able to find alternative routes, however, this may cause disruption for two reasons:
 - a. Accessibility – the alternative routes may not be viable for wheelchair users or others with impaired mobility.
 - b. The Keyhole bridge would be the most likely diversion route. This floods during rainfall events and high tides and can be inaccessible to non-vehicular traffic.
47. The public health implications of progressing with scheme are beneficial:

- a. The remote operated sluice channel may promote more diverse wildlife (such as overwintering birds), increasing connectivity with nature.
- b. The renewal of the sluice channel will open up the park again and enable the Active Travel Fund plans to be implemented in this section increasing opportunity for active travel.

Summary of equality implications

- 48. There is no EIA or EIA conversation record as the decision to renew the sluice channel and upgrade the sluice gate does not change the public use in and around the asset, or impact people who identify with one or more of the protected characteristics set out in the Equality Act 2010.

Summary of risk assessment

- 49. The risk of implementing the business case is far less than the risk of a do nothing or do minimum scenarios.
- 50. The construction works (and any site investigation during design that requires heavy equipment) will most likely require temporary closure of the footpath. Due to the instability of the grassed surface and potential works area required by a contractor, it is possible the diversion will not be able to follow the bay and follow the Poole Park Lagoon footpath, north of the rail track and through Keyhole Bridge. It is the responsibility of a suitably qualified contractor to propose their works areas and proposed traffic management, and this will be assessed by the relevant departments when proposed. However, a diversion may cause some inconvenience in the short term. If the diversion was undertaken during spring, summer or autumn, the Keyhole bridge could be closed to vehicular traffic to reduce the hazard to the diverted users.
- 51. The land area around the sluice channel is infill ground made up of various waste-derived materials, most notably from the former power station site. Ground investigation is included in the costs and shall include for full appraisal of how to handle, treat, dispose or re-use this infill material.
- 52. The upgraded sluice will enable to Environment team to consider revised operation schedules, as mentioned in the report this will be a benefit and should not impact amenity. To achieve the best benefit for amenity and biodiversity it may require the Environment team to procure a water engineers assessment. This cost has not been included in this business case proposal.

Background papers

- 1. WSP Options Appraisal, March 2018.
- 2. Structure Inspection Report, April 2021.

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Appendices

None

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CABINET



Report subject	Our Museum: Poole Museum Estate Redevelopment Programme
Meeting date	25 May 2022
Status	Public Report
Executive summary	<ol style="list-style-type: none"> 1. Poole Museum is undertaking a £7.7m redevelopment programme delivering capital improvements at the three historic buildings of the Museum Estate: Grade II listed Oakley's Mill, and the Grade I listed medieval buildings the Wool Hall and Scaplen's Court, as well as a programme of creative, cultural activity that will build and broaden audiences for the Museum. 2. Poole Museum has successfully secured £4.4m third-party funds from three major public funds: an NLHF project grant, a Historic England High Street Heritage Action Zone (HSHAZ) grant, and the Public Sector Decarbonisation Scheme (Salix). Additionally, third-party funding has been secured from a range of national and local trusts and foundations (including Garfield Weston and the Fine Family Foundation). 3. BCP's contribution to date is £2.15m including: existing borrowing of £1.023m Prudential Borrowing (approved June 2021); the balance of £1.120m approved third-party partnership fundraising underwritten by borrowing of £645,000 (£475,000 already secured); and a £455,000 contribution has been made to date from CIL/S106. 4. Costs have increased across the scheme as a result of a number of factors, but these include scope increase and national pressures on construction projects as a result of Covid and Brexit. 5. This has resulted in a funding gap of £1.4m and accordingly, approval is now sought for acceptance of a grant from Historic England, additional Prudential Borrowing, and a further contribution from CIL.

Recommendations	<p>It is RECOMMENDED that:</p> <p>Cabinet recommends to Council that:</p> <p>It approves an increase in the capital budget of up to £1.41m for the Poole Museum Programme which is to be funded by</p> <p>(a) Grant income of £0.23m from Historic England</p> <p>(b) CIL funding of £0.5m</p> <p>(c) Prudential Borrowing of £0.69m</p>
Reason for recommendations	To facilitate funding of the 'Our Museum' project that will deliver strongly on the Big Plan aim to rejuvenate Poole, with investment revitalising the Lower High Street in the Old Town and Poole Quay. The scheme is a significant investment in heritage, transforming Poole Museum into a major attraction and cultural and community hub. BCP has declared a climate emergency, and capital works as part of the scheme will reduce the Museum's carbon footprint by 25%.
Portfolio Holder(s):	Councillor Beverley Dunlop, Portfolio Holder for Culture and Vibrant Places
Corporate Director	Jess Gibbons, Chief Operations Officer
Report Authors	Alison Smith, Project Manager
Wards	Poole Town;
Classification	For Recommendation

Background

1. Poole Museum is undertaking a £7.7m capital redevelopment programme that will deliver a major place-shaping BCP project for the public on Poole Quay by April 2024.
2. There are four main projects within the programme:
 - a. Our Museum: with lead funding from the National Lottery Heritage Fund (NLHF). Planning and listed building consents have been secured. Design work to RIBA stage-4 is underway, works will be tendered in autumn 2022, with construction scheduled for 2023 and reopening Easter 2024.
 - b. Scaplen's Court: with lead funding from Historic England (HE) as part of the High Street Heritage Action Zone (HSHAZ). Planning and listed building consents will be submitted in May 2022, design work to RIBA stage-4 is underway, with works running to the same tender, construction and reopening as the Our Museum project. Some preliminary works are on site to address

elements of conservation work and repair work to stone and brick work walls and roofs.

- c. Temporary Exhibition Gallery: a new temporary exhibition gallery re-purposes former office and café space within Oakley's Mill to provide a high-specification, flexible and environmentally controlled space for major exhibitions. The gallery strategy was developed after the NLHF project scope was agreed at Round 1 and cannot be included as part of the Our Museum project. Delivery of the gallery is to the same programme as the Our Museum project and Scaplen's Court. The temporary gallery is a significant part of the Museum's commercial strategy with the introduction of ticketed exhibitions.
 - d. Public Sector Decarbonisation Scheme (Salix): 100% funded by the Department for Business, Energy and Industrial Strategy (BEIS) to improve the environmental sustainability of the Wool Hall and Oakley's Mill with insulation, secondary glazing, and the introduction of solar PV. The Salix capital works have been tendered and work starts on site 9 May 2022 and will complete December 2022.
3. The fifth project in the programme, improvements to the Public Realm between Oakley's Mill and Scaplen's Court was fully funded by HE and Poole Bid (£150,000), has now completed.
4. The redevelopment programme will:
 - i. Conserve, restore, and open-up the at-risk Grade I listed Wool Hall – revealing and interpreting one of Europe's most significant medieval commercial buildings for the public for the first time. The Wool Hall will house one of the three new maritime galleries;
 - ii. Conserve and open up Grade I listed Scaplen's Court to the public year-round as part of the Museum visit for the first time. At present the building is only open to the public for one month per year, yet around 25,000 people visit during this time. The introduction of a lift, the provision of level access throughout, and increased occupancy rates will mean more people can enjoy the building more of the time.
 - iii. Provide significantly improved facilities at Scaplen's Court, including a new retail offer, new café and catering kitchen, and a larger public events space that will enable a step-change in commercial activity, significantly increasing revenue generation from weddings, café events, and hires;
 - iv. Across the Museum Estate improve inclusivity, welcome, and accessibility; provide more and better visitor facilities and an improved retail offer, increasing dwell time and secondary spend;
 - v. Co-create three major new permanent galleries showcasing Poole's internationally significant Maritime collections;
 - vi. Deliver a new flexible, controlled temporary exhibition gallery to enable a step-change in the scale and ambition of cultural programming with loans/touring exhibitions from national lenders (such as the V&A or the British Museum);
 - vii. Provide more opportunities for more and a wider range of people to participate in culture, learn, play, gain skills, improve wellbeing, and bolster social connectedness.

5. This has been made possible by a unique opportunity of three concurrent capital funding programmes: NLFH's 'up to £5m grant programme', HE's HSHAZ programme, and Salix. Poole Museum was successful in securing a £2.24m contribution from NLHF in December 2021, and £0.6m to date from the High Street Heritage Action Zone. A grant of £1.13m was secured from Salix in February 2021.
6. The concurrent streams of third-party funding has enabled a holistic approach to the redevelopment, tackling the works as a single capital project that addresses the majority of the ambition in the Museum's Masterplan (2017). In particular, the opportunity to relocate revenue generating catering and events to Scaplen's Court that will enable the Museum to realise a significant uplift in net income by maximising the opening times and public access.
7. The Museum Estate includes the only two Grade I listed medieval buildings in the Old Town, they are nationally significant and much loved by the local community. Considerable public support and excitement has built up around the redevelopment proposals, and over 3,800 people have already participated in shaping the plans. The Museum's new galleries and displays will be 'co-created' with our local community, in particular residents in the hyper-local Old Town and Quay, to tell a shared history of Maritime Poole.
8. The redevelopment programme will provide the structure and resources for a shift in how Poole Museum connects with and engages the local community and cares for its collections, buildings, and resources. Capital work will extend the life of the historic buildings by 50-years+, addressing urgent management and maintenance issues, restoring and conserving and giving new life to 'at risk' heritage buildings for generations to come. Work will conserve, restore and transform the Museum's spaces, facilities and displays, bringing about a step-change in provision of community facilities, opening-up historic assets to double the amount of space accessible to local residents and visitors – a focus on accessibility and inclusion will provide a welcome for all.
9. The redevelopment programme will deliver a rebalanced Service with a strong commercial team making the most of the unique heritage assets, generating significantly increased revenue from catering, venue hires, functions, events, donations, and fundraising.
10. The project will result in more tourism visits to the local area and increase footfall year-round in the Lower High Street and Quay, this will boost the Museum's impact on the local economy from £7.8m to an anticipated £10.6m.
11. The redevelopment will shift Poole Museum from a town-scale to regional-scale museum, with a transformed 'Museum Estate' as a major, place-shaping, cultural anchor and community hub as a catalyst for a rejuvenated Poole 'Quay Quarter'.
12. The redevelopment programme delivers on the Big Plan objective to rejuvenate Poole and the Heart of Poole aspirations, it will improve the local economy and make the museum more financially and environmentally sustainable as well as supporting national and regional priorities, including health and wellbeing.
13. In the wider context of Culture and the Cultural Compact, the redevelopment will deliver on the Cultural Enquiry recommendations for talent, infrastructure, and quality of place and will provide new opportunities for under-represented and under-served communities and groups to participate in and co-curate their culture and heritage.

14. Situated at the intersection of the Lower High Street and Quay, the Museum will be an outstanding cultural centre and an anchor for the rejuvenation of Poole Quay shaped around Poole's Maritime heritage.
15. Design work and specialist surveys were carried out by the appointed professional design team during RIBA stage-2 from Oct 2020 to March 2021. Anticipated cost increases from feasibility studies carried out in 2019-19 were better understood as a result of this work and Council approved an initial increase in Prudential Borrowing in June 2021 (see background papers). By August 2022 as RIBA-3 designs were finalised the following areas were where further increases in costs arose across the redevelopment programme:
- i. providing level (horizontal) access throughout to ensure all our community and visitors can safely and comfortably access the building. The ground floor of the Museum Estate and first floor of Scaplen's Court have dramatic level changes and are sensitive historic spaces. A range of works are required in close consultation with the Conservation Officer including adjusting historic floor levels, doors and thresholds, and provision of ramps and hard landscaping.
 - ii. provision of vertical access by way of new lifts. In Scaplen's Court the lift is required to be externally fitted in the courtyard, and both vertical travel distance necessary and material grade suitable for coastal marine environments are costly areas of uplift. In Oakley's Mill a new modern lift will entail the demolition and rebuilding of the lift shaft, and in consultation with access reference groups the scope has been altered to include a fire evacuation standard lift.
 - iii. additional scope in respect of the backlog of essential preventative maintenance, urgent conservation, and urgent running repairs, in particular roofs and rainwater goods, electrical power distribution and wiring, redecoration and repairs on wooden shutters of Oakley's Mill (5 floors), and addressing deterioration of stone and brickwork walls (internally and externally) which is extreme in cases
 - iv. additional scope in order to meet fire regulations, in particular in respect of doubling occupancy in Scaplen's Court from 60 to 120 requires the installation of a secondary means of escape from the first floor, and level egress at the front and rear of the building;
 - v. additional scope in respect of mechanical and electrical costs, in particular environmental controls that meet both visitor comfort and conservation needs of historic buildings and collections;
 - vi. additional scope to include Temporary Exhibitions Gallery to deliver a step-change in cultural programming;
 - vii. increased inflation and contingency budget allowance to mitigate against national market uncertainty and rapid inflation as a result of Brexit and COVID-19.
16. Approval is now sought for acceptance of a grant from Historic England, for additional Prudential Borrowing, and a further contribution from CIL to meet these areas of increased cost. In respect of CIL, Financial Services have confirmed there is sufficient CIL available to support the proposed allocation of £0.5m.

17. Table 1 sets out the funding of the approved capital programme and the additional funding requirements.

Table 1: Additional funding requirements

	<u>NLHF Museum Project</u>	<u>HS HAZ Scaplen's Court</u>	<u>Temp Exhibition Gallery</u>	<u>Salix</u>	<u>Totals</u>
Funding of Approved Capital Programme					
Historic England		372,064			372,064
CIL	200,000	75,087			275,087
S106		164,000			164,000
Heritage Funding	2,240,000				2,240,000
Prudential Borrowing	793,000	180,000	50,000		1,023,000
Third Party Fundraising (underwritten by prudential borrowing)	1,120,000				1,120,000
Revenue contribution	25,000				25,000
SALIX funding				1,129,000	1,129,000
Current Approved Capital Programme	4,378,000	791,151	50,000	1,129,000	6,348,151
Additional funding requirements	-	803,727	478,717	132,000	1,414,444
Historic England (secured February 2022)		225,495			225,495
CIL (Futures Board Feb 2022)		500,000			500,000
Prudential Borrowing (Futures Board Feb 2022)		78,232	478,717	132,000	688,949
Totals	4,378,000	1,594,878	528,717	1,261,000	7,762,595

18. Third party fundraising of £1.12m was underwritten by Prudential Borrowing and of this the Service has since managed to secure £0.475m from their fundraising activities. Approval by Cabinet from this meeting, of an additional Prudential Borrowing request of £0.689m (as per Table 1 above) together with already approved borrowing of £1.02m and balance from third party fundraising still to be secured of £0.645m would bring total Prudential Borrowing for the Poole Museum programme to £2.357m as at the time of this report.

Governance and management arrangements

19. All projects within the Redevelopment Programme are being managed centrally by a single design and project team. Key appointments in this team include: ZMMA (architects and exhibition designers), Framptons Project Solutions (Principal Designer/CDM), PT Projects (cost consultants, contract administrators, and external project management), Max Fordham (MEP Engineers), Morton Partnership (Civil and Structural Engineering), Access Matters (Access Consultants).
20. A Project Board is chaired by the SRO, the Service Director Destination and Culture. The Board is attended by Planning and Financial Services.
21. Programme: some capital works are already on site, but the Museum will be closed during 2023 and early 2024. Reopening is scheduled for Easter 2024.
22. During the closure of the Museum a 'pop up' facility will maintain a presence on the Quay ensuring the continued operation of the TIC with a café and retail operation making a contribution to the MTFP. 'Museum on the Road' funded by Poole Museum Foundation will take the museum out into the community engaging with around 3,500 people in community during the closure period.

23. Procurement will be a traditional building contract, it will follow BCP Financial Regulations and will be managed by Strategic Procurement.
24. A risk register for the capital programme is managed by the project team with oversight from the project board. Non-construction risks are managed by the museum management team with oversight from the project board.

Summary of financial implications

25. Current estimated capital outlay on the redevelopment programme of Poole Museum is c. £7.7m until all the planned works are tendered. There is a risk that costs may continue to rise from the current estimates and will require additional capital funding to be requested to complete the project in the future. A clear plan is in place of which the robustness of which has been approved by Financial Services and endorsed by senior management.
26. The additional financing requirements of £1.4m shown above in Table 1 requires the use of Prudential Borrowing of £0.689m. At a rate of 3% low risk Invest to Save framework and over 25 years, the additional annual borrowing repayments are expected to be £40,000. This brings the current total annual borrowing repayment costs from the programme (based on Prudential Borrowing of £2.357m) to £0.135m.
27. The Service have demonstrated by way of a financial model and proved by Financial Services that they can afford repayment of the borrowing costs from the anticipated additional borrowing through net additional income projected from the investment.
28. Repayment of the borrowing costs were tested in the model at both 3% and 5% interest rates and could be covered by the projected income streams.
29. As a result of the re-development there has been an increase in visitors (170-180k pre-development) to 225k and still anticipating that these numbers will continue to rise in the future. This increase in the visitations will have a direct positive impact on income expected by the Service from the following sources (not limited to the below):
 - a. Donations - significant increase in donations as a result of increased visitor numbers and higher donation per head (improved contactless donations, more opportunities and clear reasons to donate, corporate donations and sponsorship opportunities formalised and promoted.
 - b. Catering – Moving the café to ground floor and making it accessible and providing street frontage for takeaways (from 16 covers to 50+), installation of a new commercial kitchen will enable the Service to significantly extend their offers for catering for events and weddings. Consequently expecting an increase in spend per head from conversion of museum visitors to cafe visitors (and vice versa).
 - c. Weddings and Hires - a step change in the offer, a greater number of hire days and wedding days on offer
30. Surplus income expected by the Service after repayment of borrowing costs for the first year is c.£40k (2024/25) and increasing as the above is realised.

31. There is an inherent risk which the Service recognise that there currently is volatility with the indicative income streams forecasted in the financial model. However, they can confirm that there will be no further additional costs to the MTFP from delivery of the programme.
32. Opportunities to raise additional third-party funding are being pursued by the project fundraising committee. Opportunities for value engineering will be sought throughout RIBA-4 design stages (April – Sept 22). Both of which will reduce the reliance on additional borrowing.

Summary of legal implications

33. The recommendations made in this report are that Cabinet approves that the following measures be recommended to full council:
an increase in the capital budget of up to £1.41m for the Poole Museum Programme which is to be funded by:
(a) Grant income of £0.23m from Historic England
(b) CIL funding of £0.5m
(c) Prudential Borrowing of £0.69m towards the Poole Museum Estate Redevelopment Programme
34. The Community Infrastructure Levy (CIL) scheme was established by the Planning Act 2008. CIL is a charge which can be levied by local authorities on new development in their area to help with delivery of infrastructure needed to support development in their areas. The three legacy Councils each adopted a CIL Charging Schedule, all of which remain in operation by BCP Council to collect monies from development to fund infrastructure. The Charging Schedules are published on the BCP Council website.
35. s206(1) of the Act provides that a charging authority may charge CIL in respect of development of land in its area. s216 of the Planning Act 2008 and Regulation 59 of the Community Infrastructure Levy Regulations 2010 provide that CIL regulations are to require authorities to apply CIL to supporting development by funding the provision, improvement, replacement, operation or maintenance of infrastructure. S216(2) of the Act defines “infrastructure” as including sporting and recreational facilities. The proposed works would qualify as infrastructure works to a recreational facility and are entitled to attract CIL support.
36. With regard to the prudential borrowing recommendation, BCP has a general power of competence under the Localism Act 2011 to do anything that individuals may generally do and a power to borrow under s1 of the Local Government Act 2003 the power to borrow is however subject to compliance with the Prudential Framework, which comprises the CIPFA Prudential Code and the CIPFA Treasury Management Code as well as Statutory Guidance on Local Government Investments (3rd Edition) issued under s15(1)(a) Local Government Act 2003 and Statutory Guidance on Minimum Revenue Provision issued under section 21(1A) Local Government Act 2003.
37. It is a condition of NLHF funding that BCP accepts a restriction on its Land Registry title. This requires consent from NLHF’s trustees (at their discretion) to any disposal.

In practice, this would limit BCP's powers of disposal to leases of seven years or less while the grant conditions are in force (the grant period ends on 30 September 2044).

38. Under paragraph 9 of Part B of Part 5 of the Constitution (Financial Regulations) the Chief Finance Officer is responsible for the proper administration of the Council's financial affairs including (amongst other matters) all arrangements concerning financial planning, income, debt management, investments and borrowing, and under paragraph 9 of Part C of Part 5 of the Constitution the Chief Finance Officer is responsible for ensuring that all schemes relying on the use of prudential borrowing powers are properly appraised and provide value for money. The CFO has confirmed his satisfaction with the recommendations regarding CIL and prudential borrowing and acceptance of the Historic England grant.
39. Under Article 7 of Part 2 of the Constitution, Cabinet has the power to take decisions for the Council apart from decisions about major policy issues or which only Full Council or other Committees and the power to carry out all functions of the Council which are not by law the responsibility of another part of the Council. As the increase in the capital programme proposed by these decisions is over £1,000,000 in total the Constitution requires that the decisions be taken by Full Council.
40. Finally, under Article 12 of Part 2 of the BCP Constitution key decisions are ones that are likely to either (i) result in the Council (on its own or in partnership with other organisations) spend or save £500,000 or more or (ii) to have a significant impact or effect on two or more electoral wards. The proposed works associated with these recommendations will meet either or both of these criteria and the decisions are therefore key decisions and have been included in the Cabinet Forward Plan.

Summary of human resources implications

41. The redevelopment programme will require Museum staff to work in different ways during the closure including with Museum on the Road and the Pop-up Museum, and also following reopening to meet visitor needs and support income generation in new ways. It is expected that this will entail redefinition of some roles and structures during 2022/23.

Summary of sustainability impact

42. BCP has declared a climate emergency, and capital works as part of the scheme will reduce the Museum's carbon footprint by 25%.
43. An SDIA has been completed and positive impacts were identified for each theme.
44. The Sustainability Decision Impact for this report is No. 130, and the DIA assessment is Low Impact.
45. The NLHF grant conditions include a commitment to carry out an identified maintenance and care plan to ensure that the investment is protected and sustained. This has been incorporated into the Museum's forward Business Plan.

Summary of public health implications

46. Positive social outcomes for the wellbeing of the population are at the heart of these recommendations. The health and wellbeing benefits from participation in heritage and cultural activity are well-recognised and evidenced, in particular for individuals and groups who are underrepresented, isolated, or experiencing deprivation as these are often the least well served by cultural organisations.

47. The redevelopment programme will broaden Poole Museum's engagement with underserved audiences, including families and audiences 65+ with prior low engagement with heritage, people for lower socioeconomic backgrounds, and older people living locally in care homes and sheltered housing provision, those experiencing loneliness and social isolation, those with long term health conditions and disabilities, and school children attending schools with high Pupil Premium numbers.
48. Improving wellbeing is a mandatory outcome of funding from NLHF.

Summary of equality implications

49. An EIA has been completed for the project and revealed neutral or positive impacts as a result of the proposed changes.

Summary of risk assessment

50. Were the programme not to secure full funding, it would not be possible to proceed with a significantly reduced scheme. The whole scheme is required to deliver full benefits. The risks of not proceeding with the full scheme include:
- i. Risk of reputational damage: with major national funders and local funders who have committed to support BCP open-up and provide access to and care for significant historic buildings, and with members of the local community who have been involved in detailed consultation.
 - ii. Compromise financial viability by reducing the quantity and quality of facilities for generating significantly increased visitation and revenue. These commercial opportunities enabled by the scheme currently support the prudential borrowing.
 - iii. Elements of capital works delayed to be undertaken at a later date when funding was available, would need to be phased for post-2024. This represents poor value for money as design work would need to be re-done at additional expense, and economies of scale would be lost, for example paying contractor's preliminaries twice. There would also be considerable inflation cost penalties. Additionally, it would be further disruption to the service already impacted by Covid and closures for capital works in 2023.
 - iv. Failure to deliver the whole scheme would significantly impact the delivery against the Big Plan objective to rejuvenate Poole and Heart of Poole aspirations.

Background papers

51. **Cabinet** - Wednesday, 14th April, 2021 10.00 am (item 326)
<https://democracy.bcpccouncil.gov.uk/ieListDocuments.aspx?MId=4262>
52. **Meeting of Council**, Tuesday, 22nd June, 2021 7.00 pm (Item 100.)
<https://democracy.bcpccouncil.gov.uk/ieListDocuments.aspx?MId=5112>
Recommendations from Cabinet and Other Committees
<https://democracy.bcpccouncil.gov.uk/mgAi.aspx?ID=7393> (7b)

Appendices

There are no appendices to this report.