

## CABINET

**MONDAY 24 SEPTEMBER 2018**  
**10.00 AM**

**Bourges/Viersen Room - Town Hall**  
Contact – philippa.turvey@peterborough.gov.uk, 01733 452268

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*Any agenda item highlighted in bold and marked with an \* is a 'key decision' involving the Council making expenditure or savings of over £500,000 or having a significant effect on two or more wards in Peterborough. These items have been advertised previously on the Council's Forward Plan (except where the issue is urgent in accordance with Section 15 of the Council's Access to Information rules).*

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**MINUTES OF THE CABINET MEETING  
HELD AT 10:00AM, ON  
MONDAY, 16 JULY 2018  
BOURGES/VIERSEN ROOM, TOWN HALL, PETERBOROUGH**

**Cabinet Members Present:** Councillor Holdich (Chair), Councillor Ayres, Councillor Cereste, Councillor Fitzgerald, Councillor Hiller, Councillor Lamb, Councillor Walsh and Councillor Seaton.

**Cabinet Advisors Present:** Councillor Allen and Councillor Fuller.

**12. APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillor Smith.

**13. DECLARATIONS OF INTEREST**

Councillor Walsh declared she was on the board of trustees for The Green Backyard. Councillor Holdich announced that this had previously been discussed with the Monitoring Officer.

Councillor Seaton declared his wife had previously volunteered at the Green Backyard.

**14. MINUTES OF THE CABINET MEETINGS HELD ON:**

**(a) 11 JUNE 2018**

The minutes of the meeting held on 11 June 2018 were agreed as a true and accurate record.

**15. PETITIONS PRESENTED TO CABINET**

There were no petitions presented to Cabinet.

**STRATEGIC DECISIONS**

**16. MEDIUM TERM FINANCIAL STRATEGY 2019/20 to 2021/22 – TRANCHE ONE**

The Cabinet received a report as part of the Council's formal budget process set out within the constitution and as per legislative requirements to set a balanced and sustainable budget for 2019/20-2021/22.

The purpose of this report was for Cabinet to initiate and propose service proposals and updated assumptions to set a balanced and sustainable budget, as per the legal requirement.

The Cabinet Member for Resources introduced the report and advised the results of the Joint Scrutiny Committee held on 18 June 2018 concerning the performance section and requested further information was provided on the council tax funding and

requested further information on the progress of the Peterborough Investment Partnership, both of which are in hand.

Cabinet debated the report and in summary, key points raised and responses to questions included:

- The Council still needed to close a £20million budget gap over three years.
- Three further responses had been received to the consultation. Two had no comments to make, the third asked several questions that would be circulated in due course. These made four responses in total.
- After the statutory spend had been deducted the addressable spend was approximately £200million.
- Members were advised that the Council may be delivering services above the statutory spend.
- There had been no information received to suggest that further funding would be available for Adults and Children's Services.
- Revenue support from Government had been reduced and Members felt it would be useful to know how future funding may change. The Leader advised that more information was anticipated in the Autumn Statement however, as yet, the contents were not know.
- Members were advised that the Family Safeguarding Board had been set up in order to prevent children needing to go into care. Early indicators suggested that this was progressing well.

Cabinet considered the report and **RESOLVED** to recommend to Council:

1. The Tranche One service proposals, outlined in Appendix D of the agenda.
2. The updated budget assumptions, to be incorporated within the Medium Term Financial Strategy 2019/20- 2021/22. These are outlined in section 5 of the report.
3. The revised capital programme approach outlined in section 5.8 and referencing Appendix C.
4. The additional resourcing of £1.4m, required to deliver transformation projects, in order to achieve future financial benefits. These are outlined in section 5.6 of the report.
5. The Medium Term Financial Strategy 2019/20-2021/22- Tranche One, as set out in the body of the report and the following appendices:
  - Appendix A – 2019/20-2021/22 MTFS Detailed Budget Position- Tranche One
  - Appendix B – Performance Data
  - Appendix C – Capital Schemes
  - Appendix D – Budget Consultation Document, including Budget Proposals
  - Appendix E – Equality Impact Assessments
  - Appendix F – Budget Consultation Feedback

Cabinet **RESOLVED** to note:

6. The future strategic direction for the Council outlined in section 5.7 of the report.

7. The forecast reserves position outlined in section 5.9 of the report.
8. The feedback received on the budget proposals, received via the consultation detailed in Appendix F.

## **REASONS FOR THE DECISION**

The council must set a lawful and balanced budget. The approach outlined in the report worked towards this requirement.

## **ALTERNATIVE OPTIONS CONSIDERED**

No alternative option had been considered as the Cabinet was responsible under the constitution for initiating budget proposals and the Council as statutorily obliged to set a lawful and balanced budget by 11 March annually.

## **17. PETERBOROUGH STATEMENT OF COMMUNITY INVOLVEMENT**

The Cabinet received a report on the Peterborough Statement of Community Involvement (SCI). The purpose of this report was to seek adoption of the Statement of Community Involvement.

The Cabinet Member for Growth, Planning, Housing, and Economic Development introduced the report and outlined its contents.

Key points raised and responses to questions included:

- The report had been to the Planning Committee and the Scrutiny Committee and both had given their endorsement.
- Members were advised that the Neighbourhood Plans were very beneficial locally and were prepared by Parish Councils. If no Parish Council existed, as in most urban areas, the local community could form a Neighbourhood Forum and could go through the same process, as had been done in Woodston.
- Members requested information on the relevant legislation to form a Neighbourhood Forum for use in their own Wards if required and were advised that the main details were contained within the report.
- Ward Councillors could help their own communities to formulate a Local Neighbourhood Plan. Further information was available on the Peterborough City Council website.
- The Community Infrastructure Levy (CIL) contribution was higher where there was a Neighbourhood Plan.
- Methods of communication for planning applications could not be brought up to date to encompass social media as the forms of communication were set in legislation.
- The Cabinet Member for Communities advised the Cabinet that the Community Asset Transfer programme was going very well and had reached the stage of preparing for a conference to share best practices and proposed that Woodston were invited to participate.
- Cabinet were advised that currently the take up level to date was three parish councils with seven or eight pending. It had been noted that parish councils seemed to find the process onerous.
- Peterborough had similar in take up as other areas.

- If was felt that the lack of commitment to the scheme was due to having a system in place previously which was then superseded. Parish Councils felt they had insufficient time and resources to develop a Neighbourhood Plan.
- Parish Councils could set up a sub group rather than do all the work themselves, although the Parish Council needed to complete the legal aspects.
- It was felt that areas that are not parished were not committing to Neighbourhood Plans due to there not being an entity to begin with. This was also reported as being in line with national trends.
- Parishes tended to be in rural areas where there was more sense of community and identity and were therefore more likely to form a Neighbourhood Plan than urban areas.
- Existing Neighbourhood Plans were available to view on the Peterborough City Council website.
- Members commented that they were often in receipt of complaints that local residents had not been informed of planning applications.
- Members considered if the Local Government Association should be lobbied to support the use of additional media to publicise planning and licensing matters.
- It was advised that there were minimum standards for consultations for planning applications and planning officers had to make a judgement on who was considered a neighbour.
- It was noted that building density could affect the number of residents who were notified of planning applications as rural properties were often further apart.

Cabinet considered the report and **RESOLVED** to adopt the updated Statement of Community Involvement as attached at Appendix 1 to the report.

### **REASONS FOR THE DECISION**

There was a legal requirement to have an up to date SCI, following recent legislative changes, the current adopted SCI was considered out of date and in need of replacement.

### **ALTERNATIVE OPTIONS CONSIDERED**

To not refresh the SCI - This option was rejected because of the significant legislative changes in recent years meaning the present SCI was somewhat dated. Undertaking the refresh had been a low cost task, particularly as the refresh had been drafted alongside a refresh of the Fenland and East Cambridgeshire SCIs (refreshes for which Peterborough City Council had been contracted to undertake for those two authorities).

Refresh the SCI, but with significantly greater community consultation commitments - This option was rejected, because any additional commitments would require additional funding to be in place (staff or financial) to enable such commitments to be fulfilled. In the current financial climate, it was not considered prudent to commit to more extensive community consultation.

## **18. UPDATED REG 123 LIST AND COMMUNITY INFRASTRUCTURE LEVY SUPPORTING POLICIES**

The Cabinet received a report following an officer review of the current policy documents and a recommendation that they be updated presented by the Cabinet Member (Councillor Peter Hiller, Cabinet for Growth, Planning, Housing and Economic Development).

The purpose of this report was for Cabinet to seek the approval for the purpose of public consultation on the revised Community Infrastructure Levy (CIL) Supporting Policies Document, the draft revised Regulation 123 List, and the revised Governance proposals and to consider under its Terms of Reference 'To promote the Council's corporate and key strategies and Peterborough's Community Strategy and approve strategies and cross cutting programmes not included within the Council major policy and budget framework'.

The Cabinet for Growth, Planning, Housing and Economic Development advised that no developer should end up paying more as a result of these policy changes. Possible exceptions to this included large scale developments where, for example, there was the allowance to negotiate a small area of the land, free of charge, to be used for a future community building and no development should be rendered unviable as a result. These recommendations would help to ensure that community infrastructure was delivered in a timely and cost effective manner.

Cabinet debated the report and in summary, key points raised and responses to questions included:

- The Scrutiny Committee and the Planning Committee had endorsed this report.
- Members expressed a wish that CIL filters down to local communities and was considered with the Neighbourhood Plan to accommodate local needs.
- 15% of CIL money collected was passed onto local areas however where a Neighbourhood Plan existed that figure was increased to 25% that could be targeted to infrastructure and environmental measures.
- Clarification was provided in relation to Section 106, which had been in place for 10 to 15 years. It was advised that Section 106 gave councils the ability to ask developers to contribute towards local needs. CIL had been introduced by Government with the intention to scale back Section 106 and eventually replace it entirely. This had not happened and the Government were reviewing both as they were running concurrently.
- Members were advised that the difference between CIL and Section 106 was that CIL was due to be paid through set calculations, whereas Section 106 agreements were negotiable.
- CIL has reduced the number of Section 106s particularly on small developments.
- In relation to larger developments, including those with affordable housing, the Section 106 process tended to continue and affordable housing developments were always governed by Section 106 agreements.
- Government guidelines stated that developments of ten houses or less should not involve a Section 106 agreement, although this was permissible in law.
- CIL money could not be collected for the use of affordable housing.
- The Local Plan gave guidelines on the amount of affordable housing that could be negotiated and this would be subject to Section 106 agreements.

Cabinet considered the report and **RESOLVED** to approve the set of Community Infrastructure Levy Supporting Policies Documents including Regulation 123 List for a targeted consultation.

## **REASONS FOR THE DECISION**

The adoption of these documents would assist Peterborough City Council in delivering the necessary infrastructure to support growth in the city and in the surrounding areas, in accordance with the adopted CIL Charging Schedule.

## **ALTERNATIVE OPTIONS CONSIDERED**

Do not update the documents – This was rejected as the documents were in need of a refresh and, in particular, the R123 List needed updating for clarity and to ensure the successful securing of necessary infrastructure from new development.

Do a full refresh of the CIL Charging Schedule – This was rejected because the Charging Schedule could only be changed following extensive re-consultation, updated evidence gathering and independent examination, a process which typically would take 2-3 years to undertake and be a significant resource undertaking. Officers best estimate was that, even after such an extensive review of the Charging Schedule was undertaken, the net effect was not likely to be significant i.e. it was unlikely that the rates set out on the Charging Schedule would materially alter, particularly as the rates get updated each year in line with inflation.

### **19. Green Backyard Progress Report**

The Cabinet received a report regarding the progress made by the Green Backyard from the Cabinet Member for Communities. The purpose of this report was for Cabinet to consider the progress made by the Green Backyard, from the 5 October 2017 signing of a 12 year lease to occupy the site.

The Cabinet Member for Communities introduced the report and advised Cabinet much progress had been made. In the twelve years since its inception, considerable grant funding had been obtained, volunteering and skilled based training opportunities had been created and a number of events had taken place. Paid personal had been taken on to ensure site improvements and a board of trustees had been set up which included two members from Peterborough City Council.

Cabinet debated the report and in summary, key points raised and responses to questions included:

- Cabinet were advised that a new committee and Chair had been established, taking forward a very business-like approach.
- Members expressed praise several times for the progress made so far.
- Future funding had been applied for in the region of £100,000 in the last six months and £73,500 had been secured.
- A newly appointed part time Business Development Manager had been very successful in obtaining Green Grants for accessible walkways that would be extended throughout the whole site, and a compostable toilet that was fully accessible to all users.
- The whole site was Disability Discrimination Act (DDA) compliant and included two disabled parking bays.
- Most funding had been sourced from green charities and enterprise funding, who would match fund.
- £20,000 for two years from the Tudor Fund was used for ensuring base costs were met.
- A commercial plan was in place that included a market stall at Peterborough City Market to sell the produce grown.
- Courses continued at The Green Backyard that brought in £25,000 per annum and was supported by Peterborough City College.
- An open air classroom for children continued to generate income through the year.

- It was hoped that site managers could be placed on site to allow the site to be accessible seven days a week.
- It was advised that lease length was compatible with capital grants and there was an option to extend the lease every three years.
- Wedding receptions could be held in the Green Backyard as it was able to offer a very unique experience in a wild garden setting and a marriage license could be applied for in the future.
- The Green Backyard were able to offer varied events tailored to meet individual needs.
- Temporary Events Licenses were being used for the first year, however licensing would be reviewed.

Cabinet considered the report and **R.ESOLVED** to note the Green Backyard progress report.

### **REASONS FOR THE DECISION**

Cabinet requested a progress report on the Green Backyard as part of the lease. This report provided a progress report and Cabinet were recommended to note the progress made in fulfilment of the lease.

### **ALTERNATIVE OPTIONS CONSIDERED**

There were no alternative options considered.

Chairman  
10:00am – 11:00am  
16 July 2018

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**MINUTES OF THE EXTRAORDINARY CABINET MEETING  
HELD AT 10:00AM, ON  
MONDAY, 23 JULY 2018  
COUNCIL CHAMBER, TOWN HALL, PETERBOROUGH**

**Cabinet Members Present:** Councillor Holdich (Chair), Councillor Ayres, Councillor Cereste, Councillor Fitzgerald, Councillor Hiller, Councillor Lamb, Councillor Smith, and Councillor Walsh

**Cabinet Advisors Present:** Councillor Allen and Councillor Fuller

**20. APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillor Seaton.

**21. DECLARATIONS OF INTEREST**

No declarations of interest were received.

**22. PETITIONS PRESENTED TO CABINET**

There were no petitions presented to Cabinet.

**23. APPROVAL OF FUTURE ARRANGEMENTS FOR THE EXISTING ENTERPRISE MANAGED SERVICES CONTRACT\***

The Cabinet received a report in relation to the future arrangements for the existing Enterprise Managed Services (EMS) contract.

The purpose of this report was to seek approval from Cabinet to formally create the Company to operate all services currently performed under the EMS/Amey contract. Approval was also sought to extend the contract with EMS/Amey by five months at a cost of £810,000 to facilitate such a transfer of services.

The Cabinet Member for Waste and Street Scene introduced the report and advised that the Council had come to agreement with Amey that this was to be the future of the service. It was considered that with significant changes necessary for Local Authorities in the future that this was a new way of doing business. The setting up of a Local Authority Trading Company would allow the delivery of the service to be more flexible.

Cabinet debated the report and in summary, key points raised and responses to questions included:

- As the Council was the sole shareholder, all profits from the company would be returned to the Council as dividends and would then be used to reinvest in the company. It was advised that the company could not make a loss due to the rules and procedures surrounding the company.
- It was confirmed that current Amey employees would be TUPED to the company under their existing terms and conditions.

- Cabinet praised the highlighting of implications on children in care, users of parks and open spaces, and transport users. It was noted that under the new company model apprenticeships and training opportunities would be offered, allowing young people access into the business area.
- It was confirmed that James Collingridge would continue to manage the Amey contract.
- In response to a query around the terms of the set up loan it was advised that the agreement was required to put in place the facility to make a loan. The detail of the loan itself would depend on whether the Council bought new vehicles or continued to lease the existing vehicles.
- The need to operation the company like to the standards of any other external company was highlighted. It was further noted that the company would require sufficient working capital to deliver the service without Council assistance. This would assured through the setting up of an Company Board that did not include any of the Council's executive directors.
- It was advised that selling the company at some point in the future would be possible, as the company would be owned by the Council.
- It was noted that this projected presented an exciting opportunity to reclaim quality, control and flexibility and install pride back within the community.

Cabinet considered the report and **RESOLVED** to:

1. Authorise officers to create a Local Authority Trading Company (Company), noting the Business case prepared in support of this decision.
2. Authorise officers to provide through that Company all services currently performed under the 2011 EMS/Amey contract and any other services considered as part of the Business Plan.
3. Authorise an extension to the current contract with EMS/Amey from the current contract termination date of 31 August 2018 to 1 February 2019 at an additional cost of £810,000.
4. Authorise a loan facility from Peterborough City Council of up to £1.75million (at state aid compliant interest rates and market terms) to the Company to provide working capital and cover start-up costs:
  - Vehicles and plant (if required) - £1m
  - Acquisition of ICT equipment & software - £100k
  - Consultancy to prepare for go-live - £75k
  - Stationery, marketing, website & contingency - £75k
  - Running costs (if required) - £500k.
5. Delegate authority to the Chief Executive, in consultation with statutory officers as necessary, any decision relating to:
  - Appointment and transfer of staff to the Company;
  - Budget and financial matters necessary to support the business but with annual budget approval sought through the normal budget process.
6. Delegate authority to the Director of Governance in consultation with the Director of Resources and relevant Service Director authority to make decisions and enter into legal agreements necessary to effect the set up and future operation of the Company including:

- Appointment of Officers to the Company Board of Directors from incorporation;
- The agreement between Company and Council for discharging responsibilities and monitoring of performance;
- Appointment of Independent or Member representation to the Interim Board;
- Agreement of Articles of Association and shareholder agreement;
- Services and Asset Purchase Agreements;
- Leases and other property documentation;
- Secondment arrangements, pension provision and other employment matters.

7. That the Leader of the Council in consultation with the Cabinet Member for Waste & Street Scene and Service Director for Environment and Economy approve the Company name.

### **REASONS FOR THE DECISION**

The decision sought to transfer all services currently performed by Amey under the EMS/Amey contract to the Council's own Local Authority Company.

### **ALTERNATIVE OPTIONS CONSIDERED**

Alternative options had previously been considered by Cabinet.

## **24. IT IMPROVEMENT PLAN**

The Cabinet received a report in relation to the IT Improvement Plan, following a referral from Cabinet on 20 November 2017.

The purpose of this report was for Cabinet to seek approval of the proposed IT Improvement Plan and the potential path being taken of convergence with Cambridgeshire County Council, especially in People and Communities, and to seek approval for its inclusion in Tranche 2 of the Budget Proposals.

The Acting Corporate Director Resources introduced the report and advised that the operating context for the Council had change drastically since the previous Strategy was agreed in 2014. The Council was now working more closely with Cambridgeshire County Council and this presented an ideal opportunity to share systems and practices to increase productivity. In order to move forward investment would be required to deliver an affective IT Strategy.

Cabinet debated the report and in summary, key points raised and responses to questions included:

- Concerns were raised, that in altering systems, the Council would be opening up an opportunity for all the issues that can arising with IT. It was advised that this would be avoided through full investment and careful monitoring.
- It was confirmed that the numerous files the Council currently held in Google Doc format would be able to be transferred to the Microsoft 365 format.
- Serco would be commissioned to convert these documents to Microsoft.
- It was confirmed that staff and Members would still be able to continue using their existing equipment and, following a query around the quality of Wi-Fi in certain areas, it was advised that this was currently under investigation.

- Staff would be shown how the new software worked.
- In relation to the cost of the change of systems, it was advised that this would require approximately £1.2 million of investment.

Cabinet considered the report and **RESOLVED** to:

1. Approve the proposed IT Improvement Plan and the potential path being taken of convergence with Cambridgeshire County Council, especially in People and Communities;
2. Approve the inclusion in Tranche 2 of the Budget Proposals a series of short term decisions, dependent on robust business cases, in order to improve the service. This will incur additional expenditure/ investment of up to £1.120m.

### **REASONS FOR THE DECISION**

With the Council requiring to update its IT strategy, moving to more agile ways of working, and delivering more services in partnership with Cambridgeshire County Council there was the requirement for the convergence of systems and processes. This paper set out the first steps in this process.

### **ALTERNATIVE OPTIONS CONSIDERED**

Do nothing – resulting in the Council running an in-efficient IT service, not delivering for its customers.

Formulate its own strategy and route-map – whilst this would be very Peterborough centric, it would not address the IT issues and strategy required for the joint service delivery model being implemented with the County Council and finally to formulate a joint strategy with the County Council.

## **25. PERMANENCY SERVICE AND ARRANGEMENTS FOR REGIONAL ADOPTION**

The Cabinet received a report in relation to the Permanency Service and arrangements for regional adoption at the request of the Cabinet for Children's Services.

The purpose of the report was to inform Cabinet about increased numbers of children and young people in care in Peterborough which, while remaining below the average of similar local authorities, resulted in significant budget pressures. The report also provided brief details of proposals to develop a Regional Adoption Agency, which was an expectation of the Department for Education affecting all top tier local authorities in England.

The Cabinet Member for Children's Services introduced the report and advised at the beginning of the financial year the placement budget had been handed to TACT. It was emphasised that once a child was placed in care, Councillors became their corporate parents. The Council's aim was to place as many children as possible within the Peterborough boundary and reduce the numbers in third party residential households. To do so resources had been invested to ensure that TACT officers were properly skilled.

In the time following the transfer of this budget the level of children in care had increased, reflecting the national trend. To combat this the service had moved to a family safeguarding model, however this model was still in its infancy. It was considered that TACT required additional funding and additional adult practitioners.

Cabinet debated the report and in summary, key points raised and responses to questions included:

- There was no simple answer as to why there was an increase in children entering care. It was noted that the authorities were now much faster at recognising the impact of harm on children, which may have accounted for some of the increase.
- It was suggested that the impact from the family safeguarding model would be visible within the next 6 to 12 months.
- It was advised that residential places were more expensive as they often dealt with children with more complex needs. Therefore, while small in number the staffing required was significant.
- Following a query around establishing other contractual relationships it was confirmed that this would be difficult, however, work was undertaken with other providers. It was suggested that the best option was for TACT to continue to recruit and support care providers.
- TACT was regularly inspected by OFSTED and it was confirmed that the Council had access to all of TACT's records.
- Suggestion was made as to whether TACT's share of the savings made could be a further incentive for the partnership working. This was confirmed, as the head room for savings with the current agreement had gone and a new benchmark for savings would need to be re-established.

Cabinet considered the report and **RESOLVED** to:

1. Note the budget pressures associated with the cost of children in care placements and the request for a supplementary budget of up to £3.9m this year and for inclusion of future years requirements in Tranche 2 of 2019/20 Medium Term Financial Strategy process;
2. Agree in principle to exploring the variation to the contract for the Permanency Service contract with TACT, in line with due governance processes;
3. Note the proposed arrangements relating to the development of a Regional Adoption Agency in partnership with Cambridgeshire and in line with government requirements.

## **REASONS FOR THE DECISION**

There was a legal requirement for local authorities to provide sufficient numbers of placements for children in care, and where possible, for the great majority of these to be within or close to the local authority area. The current arrangements with TACT offered the best opportunity to satisfy this sufficiency strategy.

From a financial perspective, the responsibility for meeting placement costs remained with the local authority except in such circumstances where costs had increased because TACT had not delivered the full requirement of the contract.

Current and projected numbers of children in care in Peterborough meant that the budget transferred to TACT was not sufficient to meet placement costs. The partnership with TACT, by offering the greatest likelihood of achieving increased recruitment of our own carers, also provided the best opportunity for the Council to minimise unit placement costs while improving local placement choice for its children and young people.

The development of Regional Adoption Agencies is a Government requirement and the agreement to deliver this based on a partnership between Peterborough and Cambridgeshire offered a model that was in line with current direction of travel for both authorities. Bringing adoption services together in this way also offered the opportunity for benefits in the recruitment of adopters and matching of children.

### **ALTERNATIVE OPTIONS CONSIDERED**

There was little alternative other than to meet increased placement costs. In order to ensure that the Council continued to benefit from the model underpinning the Permanency Service, a contract variation that recognised the reality of higher numbers of children in care and reinstates the principle behind the savings share was required.

The development of the Regional Adoption Agency also required variation of the contract with TACT, and the commencement of a joint procurement exercise with Cambridgeshire.

## **26. BUDGET CONTROL REPORT MAY 2018**

The Cabinet received a Budgetary Control report for May 2018 following discussion by the Corporate Management Team.

The purpose of this report was for Cabinet to initiate and consider financial strategy and budget proposals in order to set a balanced budget for the forthcoming financial year. The report provided Cabinet with an update of the May 2018 Budgetary Control position.

The Acting Corporate Director Resources introduced the report and advised that the report set out the current position and highlighted key risk areas. As the report covered two months' worth of data the figures were slightly more normalised. The overspend forecast was currently £4.4 million with pressures evident in children's services, city management and IT services. The reserves position had decreased in order to mitigate the present budgetary position.

Cabinet debated the report and in summary, key points raised and responses to questions included:

- In the previous financial year the Council underspent by £7 million. This underspend was moved into a 'capacity reserve' to ensure that savings were in place for one off issues.
- It was advised that measures were already in place to mitigate a certain level of overspend. Local Authorities tended to predict an overspend at the beginning of the financial year that would reduce throughout the year. Early mitigation measures were seen as a positive for budget control.
- Concern was raised in relation to the reduction of the Revenue Support Grant from £55 million to £10 million. It was advised that grant for Peterborough was judged at a level 2 or 3 years behind the current growth for the area, which added extra pressure on the budget controls. Plans were, however, already in place to try to combat this.

Cabinet considered the report and **RESOLVED** to note:

1. The Budgetary Control position for 2018/19 at May 2018 includes a £4.904m overspend position on the revenue budget.

2. The Key variance analysis and explanations, is highlighted in Appendix A to the report.
3. The estimated reserves position for 2018/19 outlined in Appendix B to the report.
4. The Risks highlighted within the Budget are highlighted in Appendix C to the report.

#### **REASONS FOR THE DECISION**

The report updated Cabinet on the May 2018 budgetary control position.

#### **ALTERNATIVE OPTIONS CONSIDERED**

There were no alternative options considered.

Chairman  
10:00am – 11.02 am  
23 July 2018

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|                          |                          |
|--------------------------|--------------------------|
| <b>CABINET</b>           | <b>AGENDA ITEM No. 5</b> |
| <b>24 SEPTEMBER 2018</b> | <b>PUBLIC REPORT</b>     |

|                             |                                                                                        |             |
|-----------------------------|----------------------------------------------------------------------------------------|-------------|
| Report of:                  | Simon Machen - Corporate Director of Growth and Regeneration                           |             |
| Cabinet Member responsible: | Councillor Peter Hiller - Cabinet Member for Growth, Planning and Economic Development |             |
| Contact Officer(s):         | Lewis Banks - Principal Sustainable Transport Planning Officer                         | Tel. 317465 |

## TO RETAIN THE FOOTBRIDGES ON JUNCTION 18

| R E C O M M E N D A T I O N S                                                                                                                                                                                                                                         |                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>FROM:</b> Corporate Director of Growth and Regeneration                                                                                                                                                                                                            | <b>Deadline date:</b> N/A |
| <p>It is recommended that Cabinet reassign the proportion of the overall budget allocated to demolish the footbridges to instead make significant repairs to the bridge structures at junction 18, rather than removing or replacing them as previously intended.</p> |                           |

### 1. ORIGIN OF REPORT

- 1.1 This report is submitted to Cabinet following consideration by the Junction 18 (Rhubarb Bridge) Cross Party Working Group.

### 2. PURPOSE AND REASON FOR REPORT

- 2.1 The purpose of this report is to review recommendations made by the Junction 18 (Rhubarb Bridge) Cross Party Working Group. This group was established to consider a) whether it is technically and financially feasible to reassign the proportion of the overall budget allocated to demolish the footbridges to instead make significant repairs to the bridge at Junction 18 (Rhubarb Bridge) and b) examine the long term solutions for a replacement bridge at Junction 18 (Rhubarb Bridge) and determine the preferred option to recommend to Cabinet. This was as a result of public objections received at the initial consultation stage.

The Working Group have now completed the first task and unanimously agree to recommend that Cabinet reassign the proportion of the overall budget allocated to demolish the footbridges to instead make significant repairs to the bridge, as detailed in the structural reports.

The Working Group agreed to postpone action on the second task until the initial repairs have been undertaken in order to establish the requirement for a replacement structure in the future.

- 2.2 This report is for Cabinet to consider under its Terms of Reference No. 3.2.1, 'To take collective responsibility for the delivery of all strategic Executive functions within the Council's Major Policy and Budget Framework and lead the Council's overall improvement programmes to deliver excellent services.'

### 3. TIMESCALES

|                                             |           |                                  |            |
|---------------------------------------------|-----------|----------------------------------|------------|
| Is this a Major Policy Item/Statutory Plan? | <b>NO</b> | If yes, date for Cabinet meeting | <b>N/A</b> |
|---------------------------------------------|-----------|----------------------------------|------------|

#### **4. BACKGROUND AND KEY ISSUES**

- 4.1 The Council was successful in its funding application to the Department for Transport (DfT) as part of the National Productivity Investment Fund. The total funding is £5.5m with £3.85m coming from the DfT (via the Cambridgeshire and Peterborough Combined Authority) and £1.65m match funding from the Council. In the original application, in addition to the highway improvements, it was proposed that the footbridges would be removed.

During public consultation a number of people expressed concerns about the removal of the bridge structures. A petition on the subject was received which triggered a debate at Full Council on 11 October 2017. A vote was taken (34 voted in favour, 22 voted against, 2 abstained from voting) and it was RESOLVED that Council noted the petition and referred it for further consideration to the Cabinet with a recommendation that they set up a Cross Party Working Group to examine fully costed options and that would consider the comments made at the meeting by the petitioner and Members, the purpose of that would be to ensure that priority was given to pedestrians and cyclists in line with the transport user hierarchy in the Local Transport Plan.

Cabinet considered the recommendation from full Council at their meeting on 20 November 2017 and RESOLVED (unanimous) to:

1. Agree to form a Cross Party Working Group to consider:

- a) Whether it is technically and financially feasible to reassign the proportion of the overall budget allocated to demolish the footbridges to instead make significant repairs to the bridge at Junction 18 (Rhubarb Bridge).
- b) Examine the long term solutions for a replacement bridge at Junction 18 (Rhubarb Bridge) and determine the preferred option to recommend to Cabinet.

2. Approve the proposed Terms of Reference for the Cross Party Working Group for Junction 18 (Rhubarb Bridge), subject to the amendment of the date of the first meeting, which will be held in 2018.

- 4.2 The Cross Party Working Group Members are Cllr John Holdich (Chair), Cllr Nick Sandford, Cllr Dennis Jones and Cllr John Fox. The Working Group met on 30 July and 3 September 2018 to discuss task (a) above. Site visits were also undertaken to understand the problems with the bridge and the recommended repairs. The Working Group unanimously agreed to recommend to Cabinet that the footbridges should be retained and repairs undertaken as detailed in the technical reports.

The Working Group has also recommended that officers investigate the following:

- Installing additional barriers either side of the subway to reduce anti-social behaviour and criminal activity
- Whether Highways England would allow a local artist to paint the subway
- Different coloured surfacing or lighting to make the bridge look more attractive
- Whether the middle section should be segregated
- Whether the landscaping can discourage anti-social behaviour

The above elements should all be low cost options and do not alter the main elements of the repairs as described in the report.

#### **5. CONSULTATION**

- 5.1 The structural reports and a summary note detailing the proposed repairs have been published online and can be viewed here:  
<https://www.peterborough.gov.uk/residents/transport-and-streets/major-road-schemes>

In addition, a representative of the Peterborough Cycle forum and the lead petitioner were invited to attend and present at the Cross Party Working Group. Both have expressed their support for this recommendation.

## **6. ANTICIPATED OUTCOMES OR IMPACT**

- 6.1 It is anticipated that Cabinet will approve the Cross Party Working Group's recommendation to repair the bridge as detailed above.

## **7. REASON FOR THE RECOMMENDATION**

- 7.1 The Cross Party Working Group has investigated the task set and have determined, on the basis of information considered, that it is technically and financially feasible to reassign the proportion of the overall budget allocated to demolish the footbridges to instead make significant repairs to the bridge at Junction 18 (Rhubarb Bridge).

## **8. ALTERNATIVE OPTIONS CONSIDERED**

- 8.1 Do not repair the bridges: The Council has funding to repair the bridge as part of the National Productivity Investment Fund. The Scheme and budget is included in the Council's Medium Term Financial Plan. If the bridge is not repaired now then further funding will be needed in the near future in order to keep the bridge operational. In addition, if the Council does not spend the c.£1m on the repairs then it is likely there will be an underspend on the National Productivity Investment Fund which would have implications as the Council has a signed agreement with DfT to spend £5.5m on the entire scheme.

Demolish the footbridge: Following public consultation, the majority of people wanted to keep or replace the footbridge so repairing it is the preferred option because it is technically and financially feasible.

Replace it with a new bridge: This will be far more expensive and following the review it is more cost effective to repair the existing structure.

## **9. IMPLICATIONS**

### **Financial Implications**

- 9.1 There are no new financial implications as a result of this report.

### **Legal Implications**

- 9.2 There are no new legal implications as a result of this report.

### **Equalities Implications**

- 9.3 There are no equality implications as a result of this report.

## **10. BACKGROUND DOCUMENTS**

Used to prepare this report, in accordance with the Local Government (Access to Information) Act 1985

- 10.1 Council meeting 11 October 2017:  
<http://democracy.peterborough.gov.uk/ieListDocuments.aspx?CId=139&MId=3971&Ver=4>

Cabinet meeting 20 November 2017:  
<http://democracy.peterborough.gov.uk/ieListDocuments.aspx?CId=116&MId=3979&Ver=4>

Technical reports:  
<https://www.peterborough.gov.uk/residents/transport-and-streets/major-road-schemes/>

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| <b>CABINET</b>           | <b>AGENDA ITEM No. 6</b> |
| <b>24 SEPTEMBER 2018</b> | <b>PUBLIC REPORT</b>     |

|                                |                                                                                        |             |
|--------------------------------|----------------------------------------------------------------------------------------|-------------|
| Report of:                     | Simon Machen - Corporate Director of Growth and Regeneration                           |             |
| Cabinet Member(s) responsible: | Councillor Peter Hiller - Cabinet Member for Growth, Planning and Economic Development |             |
| Contact Officer(s):            | Richard Kay – Head of Service - Sustainable Growth Strategy                            | Tel. 863795 |
|                                | Darren Sharpe – Natural and Historic Environment Manager                               | Tel. 453596 |

## **PETERBOROUGH CITY COUNCIL’S TREE AND WOODLAND STRATEGY**

|                                                                                                        |                           |
|--------------------------------------------------------------------------------------------------------|---------------------------|
| <b>R E C O M M E N D A T I O N S</b>                                                                   |                           |
| <b>FROM:</b> Corporate Director of Growth and Regeneration                                             | <b>Deadline date:</b> N/A |
| It is recommended that Cabinet recommends the Tree and Woodland Strategy to Full Council for approval. |                           |

### **1. ORIGIN OF REPORT**

- 1.1 This report is submitted to Cabinet following consideration by the Growth, Environment and Resources Scrutiny Committee on 10 January 2018 and Cabinet 15 January 2018, prior to four weeks public consultation from 2 March 2018 to 29 March 2018.

### **2. PURPOSE AND REASON FOR REPORT**

- 2.1 The purpose of this report is to present the City Council’s updated Tree and Woodland Strategy for the Cabinet to consider and if appropriate to refer it to Full Council for consideration as part of the major policy framework.
- 2.2 This report is for Cabinet to consider under its Terms of Reference No. 3.2.1, ‘To take collective responsibility for the delivery of all strategic Executive functions within the Council’s Major Policy and Budget Framework and lead the Council’s overall improvement programmes to deliver excellent services’.

### **3. TIMESCALES**

|                                             |                        |                                         |                          |
|---------------------------------------------|------------------------|-----------------------------------------|--------------------------|
| Is this a Major Policy Item/Statutory Plan? | <b>YES</b>             | If yes, date for Cabinet meeting        | <b>24 September 2018</b> |
| Date for relevant Council meeting           | <b>17 October 2018</b> | Date for submission to Government Dept. | <b>N/A</b>               |

### **4. BACKGROUND AND KEY ISSUES**

- 4.1 The Council adopted its current Tree and Woodland Strategy in 2012. That Strategy has been

extremely effective in putting in place clear process and guidelines as to how the city council will not only discharge its statutory functions in relation to Trees and Woodland, but also its guidelines, or 'service standards', in respect of this important resource, a matter which is very 'public facing' service the council delivers.

It is, however, time to refresh that strategy, building on the success of the current strategy, but also providing further clarification on what service the council will offer (and importantly what it will not).

The draft strategy has been drafted taking account of the following key principles:

- fulfilling our statutory duties (including health and safety)
- being as clear as possible where the council will and will not provide service.
- recognition of the vital importance of trees and woodland to our communities, quality of life and ecosystems services.
- our financial constraints.

### **Statutory duties**

The City Council's Trees and Woodland Strategy takes account of the legislative requirement introduced by the Natural Environment and Rural Communities Act S40 and The Natural Choice: securing the value of nature –Environment White Paper.

In addition it will help the Council facilitate compliance with:

- Occupiers Liability Act 1957 [revised 1984] which requires it "to take reasonable care" to maintain its trees and woods in a reasonably safe condition.
- The Health and Safety at Work Act 1974 which requires the council to have a duty of care to employees and members of the public in respect to safety of the trees in its ownership.

The systems of health and safety checks on trees that have been developed are proposed to be maintained. The aim will be to continue to keep risks presented by trees as low as it is reasonably practical to do so. In 2012 the Council's contractors produced a Tree Risk Management Plan, now included within the revised strategy, which includes measures recommended in current guidance.

### **Service standards**

As organisms of longevity and complexity, in order to manage trees sustainably, a strategic operational approach is essential. The understanding of the way pruning affects trees has evolved, but the basic premise has not changed: all tree surgery is not for the benefit of the tree, other than to enable it to continue to co-exist in an artificial human environment.

The analysis of enquiries received over the last five years of has enabled the Council to monitor customer concerns, prioritise work and establish best practice in the way that it is undertaken. Improved levels of consultation and communication have been developed. Equally, firmer policies have been developed, and proposed to be included in the new strategy, that inform residents of the Council's actions in respect to common concerns. These policies are integral to a more pro-active level of service delivered within financial constraints.

### **Importance of trees**

Trees are the largest and oldest living organisms in our environment. Trees and woodlands are dominant features of the landscape and environment of Peterborough. Collectively they form one of its finest and most important features. However, they are not simply embellishments, but provide a range of important ecosystem services and contribute towards the sustainable future of the City. Previously when referred to Cabinet the report illustrate the importance of some of the ecosystem services provided by trees and how they can help to deliver its Environment Action Plan (EAP) targets. As part of consultation feedback this evidence was further expanded by the commissioning of a i-Tree Eco v6 evaluation, used to describe the tree stock and quantify and value air pollution removal, carbon storage, carbon sequestration and reductions in surface water

runoff delivered by the trees (see consultation feedback below).

## **Financial constraints**

In these challenging financial times the strategy has been written within the constraints of the current budgetary provision. No new financial demands are envisaged from the revised strategy however it does highlight the potential threats of major pest and disease that may in future impact financially on the council. It also highlights the need to retain existing resourcing chains to avoid existing problems getting worse to the point where the tree stock could be considered a negative asset.

Measures are also proposed to introduce mechanisation, such as a tractor mounted tree shears, where it is practicable to reduce the cost of selective woodland management. In addition to expanding tree and woodland cover through sustainable external funding sources.

## **5. CONSULTATION**

- 5.1 Public consultation on the strategy commenced for four weeks post Cabinet approval. A range of local organisations will be invited to comment during this consultation period. These included:
- The Local Conservation Bodies
  - Peterborough Environment City Trust
  - Nene Park Trust
  - The Woodland Trust
- 5.2 A total of 4 consultation responses were received. These comments and observations have been incorporated, where appropriate, within the revised Strategy presented. A summary of the consultation comments is included within Appendix A.
- 5.3 The recommended revisions are, on the whole, very limited and focused in very few areas of the Strategy. One comment raised by Scrutiny was its lack of evidence to support the positive benefits of the Council's tree resource. In order to address this a report was commissioned to present an evaluation of some of the benefits provided by Peterborough's council owned tree stock. This work, using i-Tree Eco v6, describes the tree stock and attempts to quantify and value air pollution removal, carbon storage, carbon sequestration and reductions in surface water runoff delivered by the trees. Amenity value of the tree stock was calculated using the Capital Asset Value for Amenity Trees (CAVAT) quick method. This useful report has been added within Appendix 8 of the Trees & Woodland Strategy. In summary the report highlights that the council owned trees are providing significant benefits to society in the form of public services. Amenity value far outweighs the other benefits, with a total value of £2.9 billion, compared to a present value of £38.20 million over 80 years for all other benefits combined, plus total carbon storage value of £11.07 million. Interestingly the tree stock can be credited with offsetting 79.3% of the Council's emissions (data taken from the annual Carbon Reduction Commitment (CRC) figures 17-18).

It was noted by Cabinet, as well as a consultation comment, that ward boundary references were outdated and that canopy cover data did not relate to the most recent ward boundary changes. Subsequently, following consultation, the most upto date canopy cover data was prepared and spatially analysed against current ward boundaries. The resultant independent analysis showed some differences between those figures in the draft Strategy and the revised data. In summary the updated work has resulted in a new, higher quality, canopy cover data set, more accurately demonstrating the significant variance in ward areas, and is to be inserted into the Strategy.

## **6. ANTICIPATED OUTCOMES OR IMPACT**

- 6.1 The proposed Strategy, if approved will be used in making decisions on the management of the Council's Trees and Woodland asset. The Strategy aims also to expand our knowledge of the competing pressures experienced in managing a sizeable maturing urban tree population.

## **7. REASON FOR THE RECOMMENDATION**

- 7.1 The strategy will help deliver the city's Environment Capital priority by providing clear strategic direction for the management of the council's tree resource and set targets with which the progress of the strategy will be measured.

## **8. ALTERNATIVE OPTIONS CONSIDERED**

- 8.1 The alternative option of not producing an updated strategy would mean that there would be no clear vision and targets associated with the management of the Council's Trees and Woodland, making progress difficult to monitor and the effective allocation of resources challenging. Therefore the alternative option of not updating the strategy was rejected.

## **9. IMPLICATIONS**

### **Financial Implications**

- 9.1 There are no new financial implications on the Council, as a result of the policies proposed in the draft strategy. Where applicable, all targets contained within the plans are currently planned to be achieved within existing resources.

### **Legal Implications**

- 9.2 As detailed in 4.2 above the strategy also ensures the council continues to fulfil its duties under the Health and Safety at Work Act and the Occupiers Liability Act.

### **Equalities Implications**

- 9.3 There are no anticipated equalities implications of this recommendation.

## **10. BACKGROUND DOCUMENTS**

Used to prepare this report, in accordance with the Local Government (Access to Information) Act 1985

- 10.1 Peterborough Tree and Woodland Strategy 2012  
Environment Action Plan: Peterborough City Council 2017

## **11. APPENDICES**

- 11.1 Appendix A - Trees and Woodland Strategy - Consultation Comments  
Appendix B - Draft Trees and Woodland Strategy

| Strategy reference                    | Comment                                                                                                                                                                                                                                                                    | PCC Position                                                                                                                                                                                          | Outcome                    |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 6.6                                   | Peakirk Parish Council supports the overall content of the document, especially the aim to increase canopy cover across areas where the cover is low. Our canopy cover is one of the lowest in the authority area at 2.32% (at that time we were part of Newborough Ward). | Noted. Canopy cover data remodelled with new Ward boundaries                                                                                                                                          | Canopy cover data amended. |
| 9.2.15                                | We are also keen to encourage the promotion and conservation of wet woodland at the Old Wildfowl Trust site.(paragraph 9.2.15 then stated)                                                                                                                                 | Noted. The site remains in private ownership and the desires expressed will be considered, along with others, within any future Statutory Duties PCC are required to deliver in respect to this land. | No text amended            |
| TP40, TP41                            | We also welcome the policies TP40 and TP41 that confirm the importance of tree cover in planning applications.                                                                                                                                                             | Noted                                                                                                                                                                                                 | No text amended            |
| TP36.3, TP37, TP37.1,TP37.2, & TP37.3 | We support Priorities: TP36.3, TP37, TP37.1,TP37.2, & TP37.3                                                                                                                                                                                                               | Noted                                                                                                                                                                                                 | No text amended            |

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## Peterborough

### **Tree and Woodland Strategy**



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- Appendix 4 – The Tree Risk Management Plan
- Appendix 5 – The Right Tree in the Right Place Frame Work
- Appendix 6 – Summary of Tree Polices
- Appendix 7 – Consultation Protocol
- Appendix 8 – The value of Peterborough City Council’s trees

## 1. Introduction

- 1.1 This new strategy will aim to build on the achievements and progress made during the life of the 2012 document. However, many of the old policies will remain unchanged. The City's trees and woodlands have the capacity to both improve the quality of life for Peterborough residents and make a significant contribution towards the Council's environmental targets and aspirations.
- 1.2 The new strategy will seek to consolidate the Council owned tree stocks and woodland and manage them in a sustainable way. This particularly applies to the extensive legacy woodlands planted by the Peterborough Development Corporation (PDC) in the 1970's. The strategy seeks to make the woodlands more resilient in the face of threats from introduced pests and diseases and the impact of climate change.
- 1.3 A key aim will be to increase tree canopy cover in the City by both planting new trees and ensuring proper development of newly established trees to maximise the benefits they can provide. Also to support and contribute to the Forest of Peterborough Project target to plant 183,000 trees in and around the city and surrounding countryside by 2030. The extension of canopy cover will focus on the urban areas and try to redress the balance between Wards with low numbers of trees and those with extensive tree and woodland cover. However, tree and woodland planting will be encouraged throughout the whole of the unitary area.
- 1.4 The strategy seeks to strike a balance between maximising benefits provided by trees and recognising that trees can cause significant problems for home owners when in close proximity to dwellings and gardens. Where possible, long term solutions will be applied to reduce the level of conflict between trees and residents.
- 1.5 The preservation and improvement of wildlife habitats and the conservation value of the City's trees and woodlands is at the heart of the strategy. The strategy will mesh with both National policies and the Council's Ecological and Green Space Plans.

## 2. Background

- 2.1 The Unitary Peterborough extends to 34,000 ha. The current (2016) population is approximately 200,000 which is expected to increase by a further 41,500 between 2016 and 2036.
- 2.2 The City is set in eastern England, where the Fens meet the lowlands of the Midlands. This junction of landscapes provides a rich and diverse range of contrasting and distinctive landscapes including fenlands, clay lands, river valleys, gravels and limestone.
- 2.3 The eastern half of the unitary area is reclaimed high quality agricultural land on the flat fens. Originally the margins would have consisted of wet woods and carrs of alder, birch, ash and oak, edging onto vast tracts of brackish marsh, river plains and reeds.
- 2.4 To the west of the City the land becomes more undulating and forms the eastern extent of the Rockingham Forest character area. There are numerous ancient woodlands in this area, many of which are of high nature-conservation interest and are attractive landscape features in their

own right. Fields and roads are bounded by trees and hedgerows which link a patchwork of woods. These woods, the remnants of the Rockingham Forest, survive in western Peterborough.

- 2.5 Early settlements such as those found at Flag Fen and Barnack led to the clearance of the forest. Later as sea levels dropped, and man drained the Fens, so his impact on the tree cover of the area became even greater.
- 2.6 There has been continuous settlement at Peterborough since 45 AD. Early settlement was based around the great abbey of St Peter. The City grew beyond its medieval boundaries during the nineteenth century and the City's industrial heritage evolved with the great rail workshops. At the same time the brick industry, so closely linked to the City until the 1980's, was developing. The older parts of the City, which accommodated the industrial growth of Peterborough from Victorian times to the 1950s, have a structured layout with tree lined roads, formal promenading parks and open spaces.
- 2.7 In 1967 Peterborough was designated as a New Town and during the 1970s and 1980s the population increased significantly with three new townships constructed around the core of the old city. The PDC ceased to exist in 1988. However, the process of housing growth and township creation continues with the latest development; the privately funded Hamptons, built on former brickfields to the south of the City.
- 2.8 The PDC undertook extensive tree planting throughout the new townships using a naturalistic planting scheme including woodland belts tree groups and individual tree planting in close association with residential and commercial development. This planting style was partially influenced by the garden city concept. The main road network, created as part of the new town construction, was edged by tree belts, the main design influence here was the American parkway movement. Many of the roadside tree belts are also in close proximity to residential properties. The PDC tree and woodland planting is now coming to maturity providing a valuable legacy for today's residents of the City but is in need of ongoing management and renewal.

### **3. Aims of the Strategy**

- 3.1 Sustainability is at the heart of the Council's long term aims and is encapsulated in the Environment Action Plan. This tree and woodland strategy seeks to provide:

***"A sustainable tree and woodland resource for a growing city"***

- 3.2 The strategy sets out how the benefits provided by trees and woodland will be maintained and enhanced. This will include positive steps to consolidate tree stocks and address some of the recurring problems associated with the Council's trees.

3.3 The primary aims are summarised as follows:

- **To maintain and enhance the tree population of the City.**
- **To increase the tree canopy cover across the City with particular reference to areas with low canopy cover.**
- **To protect, consolidate and, where necessary, restructure the legacy of trees and woodland established by the PDC.**
- **To maintain and maximise the ecosystem services provided by the Council's trees.**
- **To ensure, as far possible, that the Council's tree stocks are resilient in the light of threats from introduced tree pests and diseases and climate change.**
- **To promote biodiversity and conserve tree and woodland eco-systems.**
- **To conserve and protect ancient woodland and ancient trees with significant ecological, historical and amenity value.**
- **To work with partners to expand the woodland cover through sustainable external funding.**
- **To fulfil the Council's duty of care in respect of its tree stocks. The systems of health and safety checks on trees that have been developed will be maintained. The aim will be to keep risks presented by trees as low as it is reasonably practical to do so.**

3.4 This document highlights the importance of the tree resource under the stewardship of the Council and sets a standard for its management, which ensures its long term conservation and development for the benefit of the people of Peterborough and future generations.

3.5 Many of the issues affecting tree and woodlands have strong links with other Council initiatives in urban design and land use. Tree and Woodland protection and care is concerned with managing the risks and benefits to ensure the best and most sustainable outcome.

3.6 The Council will act to conserve and enhance the quality, value, role and diversity of the trees and woodlands in the City. The focus will be on consolidation and, where necessary, rationalisation.

3.7 The Council will respond to the concerns and actions of residents. However, the removal of trees shall be resisted and, when it is necessary to do so, replacement planting will be required.

3.8 The Council are a lead partner in the Forest for Peterborough project led by Peterborough Environment City Trust (PECT), The projects target is to plant 183, 000 trees by the year 2030. Since the project started in 2010 a total of 93,600 native trees have been planted. Over the remaining 13 years of this project the Council will continue to review its land management practices and, where possible, provide areas for new trees and woodlands to be planted.

#### **4. Achievements since the Last Strategy was Produced in 2012**

4.1 There has been considerable progress since the last tree and woodland strategy was produced.

4.2 Management of the Council's tree stocks was contracted out in 2013, as part of a 23 year infrastructure support service contract currently managed by Amey plc.

- 4.3 The focus of the work during the period has been the completion of extensive tree surveys to, as far as is reasonably practicable, reduce the risk of tree failures. A Tree Risk Management Plan was produced in 2012 setting out the procedures to be followed to fulfil the Council's duty of care. As a result of the adoption of the Tree Risk Management Plan proprietary tree management software was installed. Approximately 50,000 street trees have now been surveyed and logged into the tree database. This will greatly facilitate the day to day and future management of the Council's tree stocks and has led to management of tree stocks becoming pro-active rather than reactive.
- 4.4 A canopy cover survey was commissioned in 2014 which gives the percentage canopy cover over the City by Ward. Canopy cover is defined as the area occupied by the crowns of the trees as a percentage of the land area. The figure is used to assess the tree cover of the City and also allows comparison with other urban areas in the UK and across the world.
- 4.5 The legacy woodlands planted by PDC are extensive and extend to 280 ha. These have all had basic level health and safety surveys around the woodland edges and footpaths which included noting details of the woodland composition. Any trees presenting a risk of failure or highway obstructions have been dealt with by either remedial tree work or removal.
- 4.6 The Bretton Woodlands, including Grimshaw Wood, Pocock's Wood and Highlees Spinney are the only Ancient woodlands in the Council ownership. In 2013 after consultation with stakeholders a Management Plan for the woods was produced to ensure their long term sustainability. The plan took full account of the importance of the sites for heritage, wildlife, recreation and impact on the local landscape. Aided by a Heritage Lottery Fund grant and EWGS grant from the Forestry Commission the Peterborough Environmental City Trust restored coppice working to some of the areas of the woods providing opportunities for community involvement in traditional woodland crafts. New access paths and pedestrian bridges were constructed in Grimshaw and Pocock's wood and some non-native invasive species removed.
- 4.7 Some management work has been completed in the woodland belts including thinning, and removal of edge trees causing a nuisance. This was completed on a trial basis to gauge the response of residents. The trial in Werrington was completed with a largely positive reaction from local residents.
- 4.8 All this represents a considerable improvement to the position at the beginning of the last plan. However, now the systems are in place, a similar effort and focus is now needed to secure the Council's tree stock for the future.

## **5. Other Council Policies which Impact on the Tree and Woodland Strategy**

### **The Environmental Action Plan**

- 5.1.1 In 2017 PCC adopted an updated an Environment Action Plan (EAP) the key elements of which are shown in Table 1. The EAP sets out the Council's overarching strategy to make the city fully sustainable by 2050. The aim is to achieve 'One Planet Living' (at present we use the resources of three planets. One planet living would reduce this to utilising our planets resources in a fully sustainable way).

- 5.1.2 Trees and woodland feature directly in selected aims of the EAP, however, the urban forest has the potential to provide a significant contribution to the broad range of Council’s targets.
- 5.1.3 Trees are the largest and oldest living organisms in our environment. Trees and woodlands are dominant features of the landscape and environment of Peterborough. Collectively they form one of its finest and most important features. However, they are not simply embellishments, but provide a range of important ecosystem services and contribute towards the sustainable future of the City. The following examples, in the table below, illustrate the importance of some of the ecosystem services provided and how trees can help to deliver its EAP targets. These values are further expanded within a report (detailed within Appendix 8) commissioned to present an evaluation of some of the benefits provided by Peterborough’s council owned tree stock. i-Tree Eco v6 was used to describe the tree stock and quantify and value air pollution removal, carbon storage, carbon sequestration and reductions in surface water runoff delivered by the trees. Amenity value of the tree stock was calculated using the Capital Asset Value for Amenity Trees (CAVAT) quick method.

**Table 1 – The Contribution of the City’s Urban Forest to EAP Targets**

| EAP Aims                                                                            | The Ways in which Trees and Woodland Contribute to a Sustainable Future for Peterborough through the broad range of ecosystem services provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>• Carbon is stored and locked in timber.</li> <li>• A % of the carbon emissions of the City are sequestered by trees each year.</li> <li>• Fuel wood produced from sustainable woodland management is a source of carbon neutral fuel.</li> <li>• Help alleviate the effects of climate change</li> </ul>                                                                                                                                                                                                                                                                                                                                               |
|  | <ul style="list-style-type: none"> <li>• Trees reduce surface water runoff and help prevent flooding. All parts of the City are susceptible to flooding due to surface water runoff (Environment Agency, 2016). Additional tree planting particularly in conjunction with Sustainable Urban Drainage Schemes (SUDS) has the potential to intercept and slow down runoff reducing damage caused.</li> <li>• Trees in catchment areas delay and reduce run off into water courses.</li> <li>• Trees are important components of sustainable drainage schemes.</li> <li>• Trees help to improve the quality of polluted sites.</li> <li>• Help to reduce the impact of climate change.</li> </ul> |
|  | <ul style="list-style-type: none"> <li>• Providing a range of wildlife habitats.</li> <li>• Ancient trees and ancient woodlands provide habitat for many rare species.</li> <li>• Woods provide wildlife corridors throughout the City.</li> <li>• Provide landscape benefits</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                       |

|                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Sustainable Materials </p>      | <ul style="list-style-type: none"> <li>• Timber produced in the city's urban forest is sustainably managed.</li> <li>• All timber products used in tree and woodland management will be from Forestry Stewardship Council (FSC) registered sources.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p>Local and Sustainable Food </p> | <ul style="list-style-type: none"> <li>• Fruit trees and orchards throughout the city produce locally sourced food.</li> <li>• Old orchards provide important wildlife habitats.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>Zero Waste </p>                 | <ul style="list-style-type: none"> <li>• Waste from tree works is recycled for fuel wood or composted for mulch.</li> <li>• Re-cycled green waste can be used for mulching of trees and shrubs and surfacing informal footpaths within the woods.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>Sustainable Transport </p>      | <ul style="list-style-type: none"> <li>• Paths through woodland and greenspace provide for safe walking and cycling routes across the city.</li> <li>• Road edge tree belts screen traffic, lower noise levels.</li> <li>• Trees trap atmospheric pollutants and particulates created by traffic.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>Culture and Heritage </p>       | <ul style="list-style-type: none"> <li>• Trees and woods provide an educational resource.</li> <li>• Provide a link with past lives and landscapes</li> <li>• Woods preserve archeological remains and features.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>Equity and Local Economy </p> | <ul style="list-style-type: none"> <li>• Provides local jobs.</li> <li>• A recreational resource open to all.</li> <li>• Provides opportunities for community involvement.</li> <li>• The proximity of trees and woodland can increase property values.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p>Health and Wellbeing </p>     | <ul style="list-style-type: none"> <li>• Provides Recreational opportunities.</li> </ul> <p>the UK it has been estimated only one third of the population does the recommended level of exercise. The estimated cost ill health due to obesity is £1 billion per year. The City's woodlands encourages outdoor recreation and a healthy life style</p> <ul style="list-style-type: none"> <li>• Air pollution from vehicles and industrial processes produces minute particles known as particulate matter as well as gasses such as ozone, nitrogen dioxide and sulphur dioxide. These present a risk to health, it has been estimated around 30,000 deaths in the UK are attributable to air pollution. Trees trap particulates on the leaves and take in gasses through the pores lowering the risk to health.</li> <li>• Gives a feeling of wellbeing and relieves stress.</li> <li>• Reduce air temperatures and provide shading.</li> <li>• Produces improvements in both physical and mental health.</li> </ul> |

### **Peterborough Local Plan 2016 to 2036**

- 5.1.4 This plan is being revised to reflect latent housing, job and infrastructure needs, as well as latest National Policy. It is also strongly aligned with the EAP aims. It includes; polices designed to extend open space and green infrastructure (LP22), maintain green wedges between areas of development (LP26) and protect ancient woodland and ancient trees from development. (LP28). The plan refers to the tree and woodland strategy on questions of tree management hence the need to revise this document to give clear and up to date guidance.
- 5.1.5 When considering planning applications, the Council will ensure that suitable trees are retained on development sites and that they are properly protected during the construction phase. Any tree losses will need to be replaced with new planting.
- 5.1.6 This revised strategy has been prepared with due consideration to current international, regional and corporate policies, and to provide a structure for compliance with the Council's legal responsibilities. The strategy will contribute to the delivery of the broad range of Council aims, objectives and priorities on the environment, communities, health, and land use planning.
- 5.1.7 The structure of this strategy is to ensure that key Council and National policies are considered and are at the core of the policies and priorities herein. This document will contribute to delivering the broad range of Council aims in conjunction with priorities on community and land use planning issues. In addition, the strategy also takes account of the latest Government Forestry and Woodlands Policy Statement issued by DEFRA in January 2013 and the UK Forestry Standard.
- 5.1.8 In recognition of the change that population growth will mean to communities and infrastructure, we need to ensure that stability and social cohesion continue and that growth will lead to a cleaner and greener city. The urban forest has an important role in this process.

### **The Biodiversity, Green Infrastructure and Open Space Strategies**

- 5.1.9 These documents provide a strategic plan to deliver a network of high quality green spaces. They set out to ensure green space will be designed and managed as a multi-functional resource, delivering a wide range of environmental and quality of life benefits. Trees and woodlands are a very important part of this and play a vital role in defining Peterborough as an Environment City.
- 5.1.10 Woodlands, especially old trees and ancient woodlands, are amongst our richest habitats. The highest levels of biodiversity are often found in woodlands that are actively and sensitively managed. Their diversity is even greater when they form part of a mixed landscape in close proximity to other features such as ponds, grasslands and even residential gardens. Hedgerows linking woodlands act as wildlife corridors and so greatly promote the extent and range of wildlife. In order to protect this ecological asset an evaluation will be given to the sensitivity of the species and habitats identified to ensure public access remains appropriate, without harming the biodiversity interest.
- 5.1.11 The challenge in the future will be to maintain and enhance diversity. Planning and management needs to be aimed at providing a natural environment which is resilient to climate change. Climate change will impact on the range of native wild plants and animals and hence the character of our woods.

- 5.1.12 The presence of some invasive non-native species such as Japanese knotweed (*Fallopia japonica*) will need to be addressed.
- 5.1.13 Woodlands protect ground water from pollution and lessen the likelihood of flooding by intercepting rain before it reaches watercourses. Strategically planted shelterbelts intercept air pollutants. To realise integrated and multifunctional landscape management the Council will work closely with external partners and a variety of landowners.
- 5.1.14 The Trees and Woodland Strategy is mutually compatible with these overlapping strategic documents and thus provides a clear direction for the management of the City's Green space and natural environment assets.

## **6. The Resource (an Analysis of the Council's Tree stocks)**

- 6.1 As a result of the progress made in surveying and entering the Council's tree stocks on to a database, the survey work carried out in the PDC legacy woodlands and the canopy cover survey carried out in 2014, it is possible to get a good overview of the state of the Council's trees.
- 6.2 To draw conclusions from the data taken from the database it is necessary to separate the 280 ha of woodland planted by PDC from other tree stocks in streets and public open space which are defined as 'Specimen trees' .

### **Specimen Tree Stock-Age**

- 6.3 In certain circumstances some species of tree can live to 200 to 300 years and beyond. However in dynamic urban conditions with poor soils and growing conditions life expectancy can be considerably shorter, in some cases as low as 20 to 30 years. Figure 1 shows the age structure of trees on the data base (excluding the PDC woods).

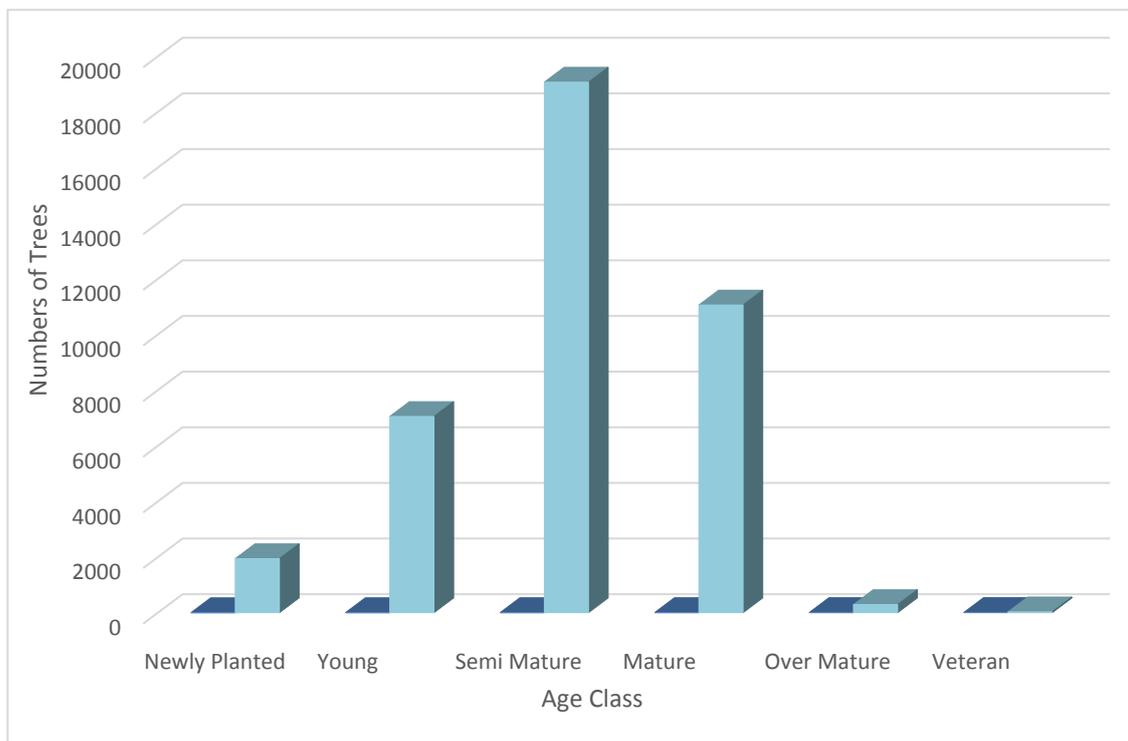


Fig 1: Bar chart showing the age distribution of the trees on City's tree data base

- 6.1 It can be seen from Figure 1 that the vast majority of the Council's urban trees are in the semi mature category. The semi-mature trees are defined as trees in the first third of their, expected safe, useful life and have reached the point where they will need increasing amounts of management. As the trees grow into maturity there will be increased encroachment of roots and crowns into adjoining properties and a higher incidence of tree failures and fungal infection.
- 6.2 It should be noted that there are a very small number of over mature and veteran/ancient trees present in the City. The industrialisation of the nineteenth and twentieth centuries coupled with the sweeping landscape changes wrought by the new town development generally left few old trees. The veteran and ancient trees and woodlands that do exist are therefore of particular historic and conservation value.

### Woodland Tree-Age

- 6.3 The demographics of the City's tree stocks are heavily influenced by the planting carried out by the PDC between 1970 and 1986. For example, 63% of these woods were planted in a four year period between 1975 and 1979 and are now between 40 and 50 years old. The Pie chart Figure 2 shows the age structure in the PDC woods. It can be seen that 93% of these woodlands are between 30 and 50 years old.
- 6.4 In the first third of their lifecycle trees in the PDC Legacy woodlands have been relatively trouble free and the trees have required minimal maintenance. However, they are growing inexorably towards neighbouring buildings and carriageways, obscuring road signs and blocking visibility splays.

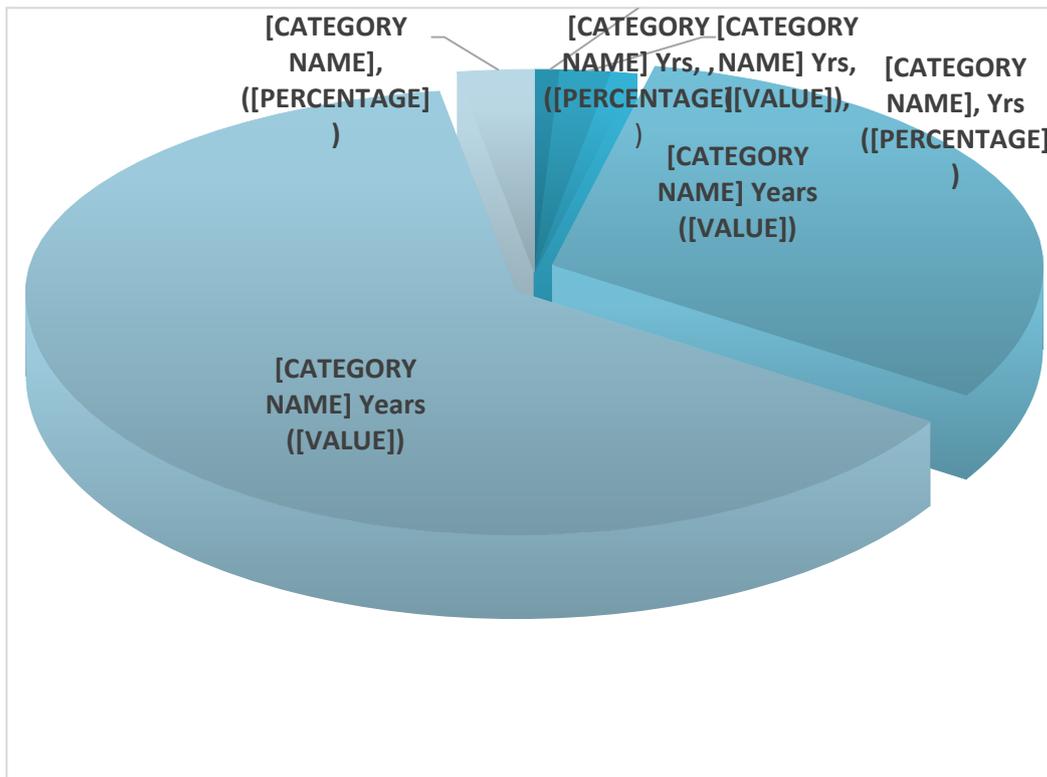


Fig 2: Pie Chart showing the age structure of the PDC Legacy woodlands

### Canopy Cover

6.5 Peterborough’s trees are not evenly distributed. The density of canopy cover in the City varies greatly, with densest tree cover in the new townships created by PDC. In 2017 a canopy cover survey was commissioned which involved analysing aerial photography and measuring the area occupied by tree crowns. This found that the average canopy cover in the City is 9.2%. However, there was a wide discrepancy between canopy cover in different Wards. For example, Bretton, in the west, has 22.5% canopy cover compared with only 7.2% in Stanground South. The table showing the canopy cover survey by Ward forms Appendix 2.



Fig 3: Stanground Canopy Cover 7.2%



Fig 4: Bretton Canopy cover 22.5%

6.6 Although the combined canopy cover, for both privately owned and council owned land is important, it was considered necessary to analyse this data for canopy cover on council owned land alone. This data, shown below show that overall the council has 20.4% canopy cover on land

within its direct control (i.e. not leased out). The council's canopy cover forms 20.7% of the unitary areas total canopy cover. It can be clearly seen that many wards offer little land for further tree planting, without compromising other land uses.

**Table 2 PCC Canopy Cover (Excluding Leased Land)**

| Ward                           | Council land per ward / ha | Council land not leased out per ward / ha | Canopy cover on Council land not leased out / Ha | % canopy cover on Council land not leased out |
|--------------------------------|----------------------------|-------------------------------------------|--------------------------------------------------|-----------------------------------------------|
| Bretton Ward                   | 153.3                      | 141.8                                     | 57.0                                             | 40.2                                          |
| Orton Waterville Ward          | 303.1                      | 160.0                                     | 52.4                                             | 32.7                                          |
| West Ward                      | 174.1                      | 92.0                                      | 29.2                                             | 31.8                                          |
| Orton Longueville Ward         | 304.5                      | 143.4                                     | 40.9                                             | 28.6                                          |
| Werrington Ward                | 145.0                      | 142.8                                     | 40.3                                             | 28.2                                          |
| Wittering Ward                 | 51.9                       | 51.2                                      | 13.6                                             | 26.7                                          |
| Hampton Vale Ward              | 55.2                       | 45.3                                      | 11.8                                             | 26.0                                          |
| Paston & Walton Ward           | 94.4                       | 86.2                                      | 18.1                                             | 21.0                                          |
| Hargate & Hempsted Ward        | 94.1                       | 93.8                                      | 19.6                                             | 20.9                                          |
| Glington & Castor Ward         | 385.4                      | 150.6                                     | 30.9                                             | 20.5                                          |
| Barnack Ward                   | 77.4                       | 76.2                                      | 13.9                                             | 18.3                                          |
| Ravensthorpe Ward              | 136.9                      | 117.0                                     | 21.1                                             | 18.1                                          |
| Fletton & Woodston Ward        | 149.5                      | 78.0                                      | 13.9                                             | 17.8                                          |
| Dogsthorpe Ward                | 108.3                      | 88.9                                      | 15.5                                             | 17.4                                          |
| Gunthorpe Ward                 | 104.7                      | 102.2                                     | 17.4                                             | 17.0                                          |
| North Ward                     | 78.1                       | 69.7                                      | 11.3                                             | 16.2                                          |
| East Ward                      | 206.2                      | 163.1                                     | 26.3                                             | 16.1                                          |
| Park Ward                      | 62.0                       | 48.1                                      | 6.5                                              | 13.5                                          |
| Stanground South Ward          | 85.8                       | 83.3                                      | 10.2                                             | 12.3                                          |
| Central Ward                   | 101.4                      | 88.3                                      | 9.9                                              | 11.2                                          |
| Fletton & Stanground Ward      | 74.5                       | 69.8                                      | 7.1                                              | 10.1                                          |
| Eye, Thorney & Newborough Ward | 1393.3                     | 341.2                                     | 28.3                                             | 8.3                                           |
| <b>Peterborough total</b>      | <b>4338.9</b>              | <b>2432.7</b>                             | <b>495.2</b>                                     | <b>20.4</b>                                   |

### Specimen Tree Stock- Species Mix

- 6.7 As protection against pests and diseases and the possible impact of climate change it is important to have a wide range of tree species and plant families making up the urban forest. Again there is a marked difference in the distribution of species between the street and park trees included on the database and in the PDC legacy woodlands. The database lists 269 different species and cultivars drawn from 76 genera. No single species exceeds 8% of the total. This is a healthy mixture that should provide a useful degree of resilience. However, where there are concentrations of a single species within an area there is, obviously, a greater vulnerability. Appendix 3 gives the full species list and percentages. The top ten species from the database are shown in Table 3.

**Table 3 – Top Ten Species from the Database.**

| Species           | Number of trees | % of Total | Origin           |
|-------------------|-----------------|------------|------------------|
| Norway maple      | 3243            | 8.0%       | Introduced       |
| Ash               | 3133            | 7.7%       | Native           |
| Common lime       | 2566            | 6.3%       | Introduced clone |
| Wild cherry       | 1946            | 4.8%       | Native           |
| Hawthorn          | 1788            | 4.4%       | Native           |
| London plane      | 1734            | 4.3%       | Hybrid Origin    |
| Sycamore          | 1714            | 4.2%       | Introduced       |
| Silver birch      | 1680            | 4.2%       | Native           |
| Field maple       | 1509            | 3.7%       | Native           |
| Horse chestnut    | 1157            | 2.9%       | Introduced       |
| All other species |                 | 49.5       | Mixed Origin     |

- 6.8 It can be seen that at the top of the list is Norway maple (*Acer platanoides*). This tree thrives in the City and regenerates freely often at the expense of native species. A close second is ash (*Fraxinus excelsior*) currently under threat from ash dieback (see Section 9 below).

#### **Woodland- species mix**

- 6.9 The species mix in the PDC legacy woodlands is less varied. Figure 5 shows a pie chart with the estimated species mix derived from the 2013 survey of the belts. 309 sections of belt were inspected and the percentage of each tree species visually estimated. From these figures it was possible to obtain an estimate of the average species mix shown in Figure 3.
- 6.10 It can be seen in Figure 5 that 21% of the woodland trees are from the genus *Acer* (the maples) and 18.5% from the genus *Fraxinus* (ash). As almost 40% of the woodland tree stock comes from just two genera it is therefore considered vulnerable to pests and diseases.

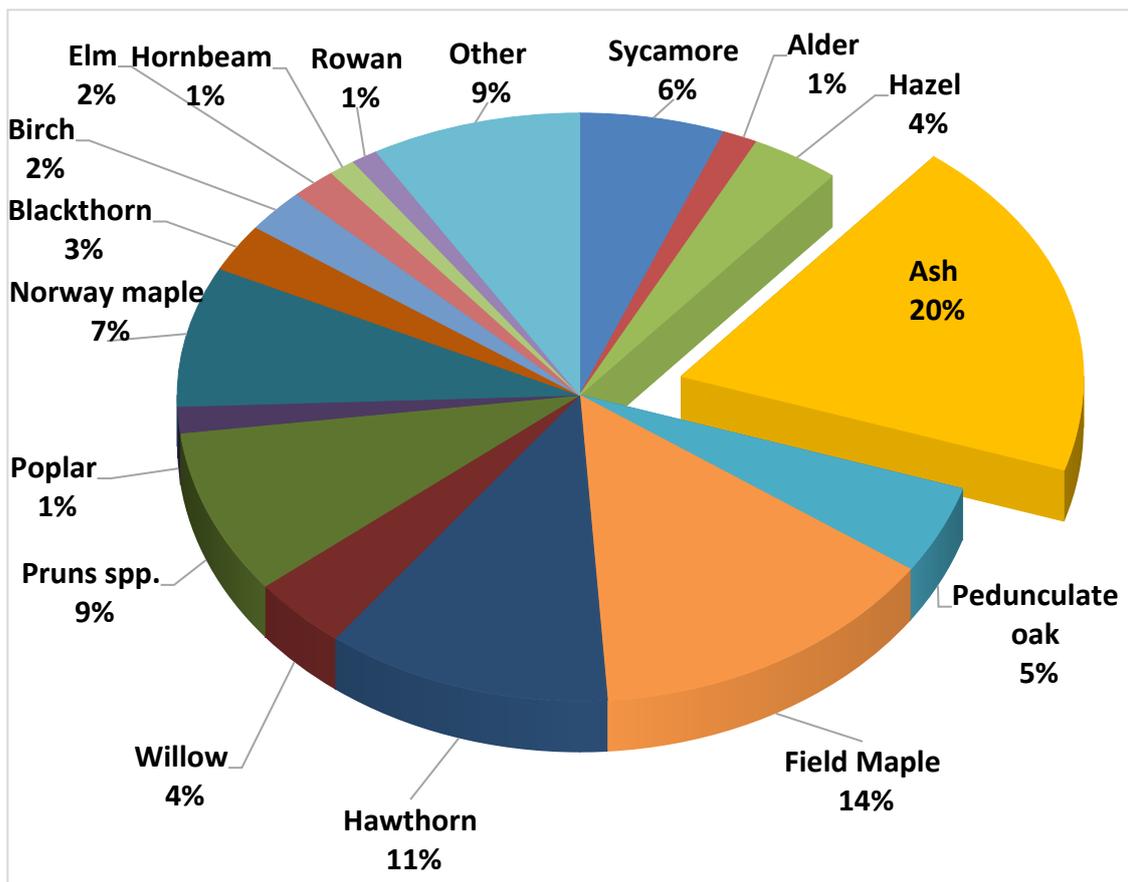


Fig 5: Estimated species mix in PDC Tree Belts - "Other" includes all species that form less than 1% of the total

- 6.11 With regard to ash 18.5% is the average proportion and some of the blocks sampled did not have any ash present. Of the belts that do have an ash component, it forms an average 25% of the trees present.

## 7. Problems Caused by the Council's Trees

### Analysis of tree based enquires 2016

- 7.1 It must be recognised that trees can be responsible for ecosystem disservices. For example they cause problems for residents where they are growing close to private property and gardens. In 2015 Amey staff dealt with 1288 enquires on behalf of the Council this increased slightly in 2016 to 1332. Figure 3 shows a bar graph of the number of enquires in 2016 by ward. It can be seen that by far the largest number of enquiries (48%) emanate from the former PDC townships.

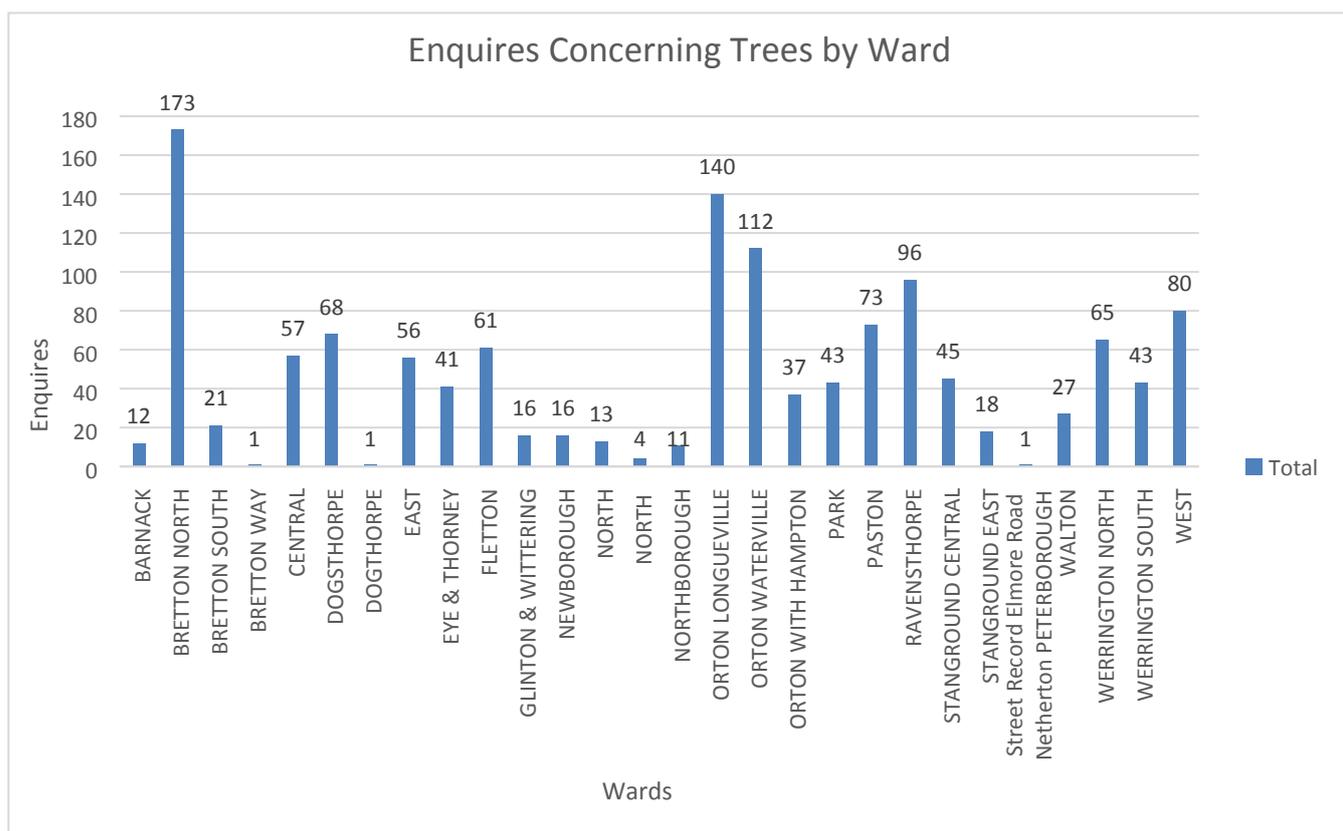


Fig 6: Tree enquiries concerning trees in 2016 by ward

- 7.2 The nature of the enquiries are varied; the top ten problems are listed in Table 4 below. It can be seen that by far the highest percentage of enquiries are related to overhanging and encroaching branches.

| Nature of Enquiry                       | Total per problem | % of Total |
|-----------------------------------------|-------------------|------------|
| Overhanging Trees and Branches          | 495               | 39%        |
| Branch Failure                          | 74                | 6%         |
| Trees blocking light                    | 70                | 5%         |
| Root encroachment                       | 66                | 5%         |
| Tree proximity                          | 54                | 4%         |
| Fallen tree needing emergency clearance | 41                | 3%         |
| Trees causing damage to property        | 74                | 6%         |
| Dying Trees                             | 40                | 3%         |
| Leaning Trees                           | 19                | 1%         |
| All other enquiries                     | 151               | 11%        |

Table 4 – Showing the Most Frequent Types of Enquiries Regarding Trees.

### Damage to Property Caused by Tree Roots

- 7.3 In Peterborough the potential for property damage due to volume change in clay soils is a significant limiting factor to maintenance of the existing tree cover and restricting the extent of new planting.
- 7.4 Clay soils predominate in the Peterborough area. Most of these are classed as shrinkable and are subject to volume change. When moisture is drawn out of shrinkable clay soils by vegetation, particularly trees, the clay shrinks which can lead, in some circumstances, to property damage. Most volume change is seasonal and as soils rehydrate in the winter months and levels are restored. Modern buildings are designed to cope with some seasonal movement. Since 1976 the National House Building Council (NHBC) Chapter 4.2 recommendations for foundation depth when building near trees has reduced the incidence of damage.
- 7.5 When soils no longer rehydrate a permanent water deficit is formed. If large trees are removed, where they have created a permanent water deficit, water uptake stops and the soils can rehydrate lifting any building that has been built on the dehydrated ground. This type of property damage known as heave is rare and mainly found on very plastic clay soils such as London clay. Local soil types are not normally associated with heave and the damage it can cause.
- 7.6 In the NHBC guidance tree species are classed depending on their water demand. It is often high water demand species such as poplar and willow that are linked with subsidence damage to properties. However, in some circumstances, tree species listed in the NHBC guidance as moderate or low water demand can be implicated in structural damage to buildings.
- 7.7 Any cases of property damage resulting from encroachment of the roots of Council owned trees on to private land will be investigated by the Council on a case by case basis. It is not reasonable to remove all trees that could conceivably damage property when no damage has occurred, this would involve a huge loss of amenity and ecosystem services. However, the potential of Council owned trees for root encroachment will be considered in the management of the existing woodland belts and street trees and when new trees are being planted. Where, in the past, trees and woodlands have been planted with unsuitable species in unsuitable positions in relation to buildings there will be a policy of restructuring and management to enable trees and buildings to co-exist.
- 7.8 Trees in close proximity to light structures such as free standing walls, patios and paved areas can cause damage by direct pressure of the stems and roots as they grow and expand. Stem and root expansion can cause cracks in free standing walls. Surface roots can lift pavements and other hard surfaces. The Council will seek to minimise the impact of roots of council owned trees particularly where these present a risk to the public safety. BS 5837:2012 gives guidance on the clearance needed to avoid direct damage and trees need to be very close, normally under 1 m from a structure, for this class of damage to occur.
- 7.9 Tree roots can proliferate in drains, which offer ideal rooting conditions, sometimes blocking them. However, tree roots have little capacity to enter well maintained and intact drainage systems. In the case of drainage problems linked to tree roots a drainage expert is the best source of advice.

## 8. Service Delivery, Policies and Priorities

### Standards of service delivery

- 8.1 Trees are complex organisms with a long natural lifecycle, in order to manage them sustainably, a strategic operational approach is essential. As understanding of the way pruning affects trees has evolved, the basic premise has not changed: all tree surgery is not for the benefit of the tree, other than to enable it to continue to co-exist in an artificial human environment.
- 8.2 The management and maintenance of trees is therefore a complex and skilled task, often requiring different services and organisations to work closely together in order that trees are appropriately managed to minimise the risk they may pose and may be posed to them.
- 8.3 An important part of delivering an effective risk management system is ensuring that the tree managers have the pre-requisite skills, with suitable qualifications and experience to meet the challenges.
- 8.4 The complexity of tree stock within Peterborough requires well trained Arboriculturists as an integral part of a defensible tree and woodland management service. This has been substantiated by industry best practice, peer review and confirmed in common law precedence.
- 8.5 The breadth of arboricultural knowledge and skill is not only needed by those who undertake the works, pruning, planting and removing trees, but in this highly regulated industry, also those inspecting the trees, responding to service requests and specifying works must be appropriately qualified.
- 8.6 The analysis of enquiries received over the last five years of the contract has enabled the Council to monitor customer concerns, prioritise work and the way that it is undertaken. Improved levels of consultation and communication have been developed, which are detailed below. Equally, firmer policies have been developed that inform residents of the Council's actions in respect to common concerns. These policies are integral to a more pro-active level of service delivered within financial constraints (See Appendix 8 for the Consultation Protocol).

### Legal Considerations (meeting the Council's Duty of care)

- 8.7 The risk presented by trees is low. For example the Health and Safety Executive estimate the risk of death caused by a failing tree or branch is 1 in 10,000,000 which is much lower than the risks accepted by people on a day to day basis such as using the roads where the risk of death is 1 in 16,800. These low risks must also be balanced with the benefits trees provide.
- 8.8 The Council has a duty of care to employees and members of the public in respect of safety of the trees in its ownership. This does not mean that the Council must maintain all its trees in a safe condition. Trees are dynamic organisms, subject to the forces of nature, which can fail without showing warning symptoms and can never be classed as entirely safe. However, the Council must try to keep risks presented by trees as low as is reasonably practicable.
- 8.9 The most recent guidance in the Tree Health and Safety Group's "Common Sense Guide to the Management of Tree Safety" published by the Forestry Commission in 2011 sets out a Local

Authority should approach tree safety. This involves zoning areas based on the usage of the ground around the trees, working out a level of tree inspection needed, employing trained and competent staff to complete various levels of survey and recording and storing all findings on a database.

- 8.10 In 2012 Council produced a Tree Risk Management Plan (Appendix 4) which includes all the measures recommended in current guidance. The strategy has been fully implemented with all streets trees checked and their details entered on the data base. Basic level inspections have been completed for the PDC legacy woodlands.
- 8.11 The instigation of the database and a system of inspections has led to a pro-active system of management complimented by structured systems to respond to service requests. These have delivered greater efficiency and economy savings over the position before the system was in place.

### **Stakeholder Involvement**

- 8.12 It is very important that stakeholders and residents within the City understand the principles set out in this strategy particularly that cyclical renewal and management of trees is necessary to ensure their long term sustainably. The strategy will be widely distributed and available on line on the Peterborough City Council web site. It is hoped residents will be assured that the City's trees are being sensitively and professionally managed to achieve long term sustainability. The Council would like residents to feel a sense of involvement and communal ownership and take pride in the City's extensive tree cover, woods and greenspaces.
- 8.13 Before adopting this strategy the Council consulted with a range of local organisations who were invited to comment. These included;
- The Local Conservation Bodies
  - Peterborough Environmental City Trust
  - Town and Parish Councils
  - The Nene Park Trust
  - The Woodland Trust
- 8.14 The Council will seek to support community based projects regarding trees, in particular to encourage schools and youth groups to become involved in the City's trees and woodland.
- 8.15 Trees and woodlands offer a variety of outdoor opportunities for recreation and learning. The priority will be to provide high quality access near to where people live and work. To ensure woodlands remain valued as a lifelong resource, appropriate information needs to be freely available. This should include recognition of their historic, archaeological and cultural significance.
- 8.16 Partnership working promotes community involvement and so links to existing partners should be strengthened and new ones established by providing advice and support to communities with plans to create and maintain their own woodland or become involved in managing existing blocks of woodland in their neighbourhood. Partnerships can help support funding applications and could qualify for funding from organisations such as The Woodland Trust under the 'Morewoods'

scheme. The proposed tree planting campaign to create the Forest Of Peterborough is another example of a productive partnership helping deliver the objectives of this Trees and Woodland Strategy.

- 8.17 All queries on tree matters will be promptly responded to and residents views given due consideration. When making management decisions, it may not always be possible to comply with resident's wishes in respect of neighbouring trees.
- 8.18 The Council are committed to ensuring that, when undertaking tree work, local residents are kept informed. Notice of major tree works will be published on the Council Website as detailed within the consultation protocol detailed that forms Appendix 7.

## General policies

***TP 1: The Council will maintain its trees and woodlands in accordance with its obligations to observe duty of care and the safety of both people and property.***

### **Priorities:**

TP 1.1: The regime of periodic tree inspections and data recording as set out in the Tree Risk Management Plan will be continued.

TP 1.2: Staff employed to deliver the contract will maintain a high level of training and continued professional development to ensure that tree management decisions are well founded and in line with current industry practice.

TP 1.3: To undertake tree works in line with the risk based prioritisation.

***TP 2: The Council will encourage a better understanding of tree and woodland management and in so doing promote community involvement.***

### **Priorities:**

TP 2.1: The Council will seek to disseminate information on its tree and woodland activities as widely as possible.

TP 2.2: The aim will be to support and maximise community involvement in the City's trees and woodlands.

***TP3: The removal of trees and woodlands shall be resisted, unless there are sound Health and Safety or arboricultural reasons supported within this strategy.***

### **Priorities:**

TP 3.1: The removal of healthy trees in response to complaints shall be resisted unless the complaint has an overriding justification and no alternative management practice can be implemented.

***TP4: The Council will maintain its trees and woodlands in a way that demonstrates best practice, providing worthy examples of management for others to follow.***

**Priorities:**

TP 4.1: To provide plans for long term management and development of trees and woodlands as essential components within the landscape.

TP 4.2: To ensure the best use of resources is made during the planning of operations.

TP 4.3: To supplement the Council's spending by seeking additional funding from external sources where ever possible.

TP 4.4: To realise any economic potential of trees, and woodlands, or materials generated from them, where this does not conflict with the other policies and priorities of the Strategy.

**Operational Policies****Bird Droppings**

***TP5: Policy: Council trees will not be prune or removed to stop or reduce bird droppings from trees, nor will the council remove bird droppings from private land.***

Bird droppings may be a nuisance, but the problem is not considered a sufficient reason to prune or remove a tree. Nesting birds are protected under the Wildlife and Countryside Act (and other related wildlife law).

**Priority:**

TP5.1 Residents will be advised of their powers to exercise your Common Law right to remove the nuisance associated with encroaching trees or alternatively that warm soapy water is usually sufficient in removing bird droppings.

**Blossom**

***TP6: Policy: Council trees will not be removed to stop or reduce blossom from trees and fallen blossom will not be removed from private land.***

Blossom is a natural occurrence, which cannot be avoided by pruning.

**Priorities:**

TP 6.1 Roads, streets, foot or cycle paths swept of excessive blossom as part of normal cleaning cycles.

TP 6.2 Residents will be informed of their entitlement to exercise their Common Law right to remove (abate) the nuisance associated with encroaching trees.

**Low Tree Branches; Road, Cycle or Footpath**

***TP 7: Policy: The council will carry out work to a council owned tree with the aim to maintain a minimum of:***

- Road – 5.5 metre height clearance
- Cycle path next to a road or highway – 3 metres height clearance
- Footpath next to a road or highway – 2.5 metres height clearance

**Priority:**

TP 7.1 These works will be identified and actioned in routine pro-active surveying and as a result of reported breaches of these standards.

**Trees Overhanging Property**

***TP 8: Policy: Council owned trees will not be pruned or removed to stop the nuisance of overhanging branches.***

**Priority:**

TP8.1 All trees (excluding woodland areas) will be inspected every three to five years, depending on how much the area surrounding them is used. Maintenance will be carried out, if the tree is considered likely to touch property structures prior to re-inspection.

TP8.2 Residents will be informed of their entitlement to exercise their Common Law right to remove (abate) the nuisance associated with encroaching trees.

**Drains**

***TP9: Policy: The roots of Council owned trees will not be pruned, removed or cut to prevent roots entering a drain that is already broken or damaged.***

**Priorities;**

TP 9.1 Residents will be advised that tree roots typically invade drains that are already broken or damaged.

TP 9.2 Trees themselves very rarely break or damage a drain. Tree roots found in drains are usually due to an underlying problem with a broken pipe.

TP 9.2 If residents are concerned about the condition of their drains they are advised to contact their water and Sewerage Company or a drainage expert.

**Fruit, Berries, Nuts and Seeds**

***TP10: Policy: Council owned trees will not be pruned or removed to stop or reduce the nuisance of fruit, berries, nuts or seeds, nor will the council remove fallen fruit, seeds or seedlings from private land including gutters.***

**Priorities:**

TP 10.1 Should fallen fruit lead to a significant anti-social problem residents will be advised to contact the police.

TP 10.2 Residents will be advised that the maintenance of gutters is the responsibility of the landowner and that the council is not obliged to remove fruit/berries/nuts/seeds or seedlings that may have fallen from council owned trees.

TP 10.3 Residents or the council's tree team will report a road, street or highway that needs to be cleaned, under the cleansing contract.

## Poisonous Berries

***TP11:Policy: There is no general policy to remove trees bearing poisonous fruit / foliage (such as yew trees). However, where it is claimed or known that unsupervised young children or livestock are likely to be exposed to poisonous berries or foliage, such cases will be investigated and appropriate action considered.***

### Priority:

TP11.1 All reported concerns over a tree with poisonous berries that unsupervised young children are exposed to will be investigated promptly.

## Leaves

***TP12: Policy: Council owned trees will not be pruned or removed to stop or reduce leaf fall nor will the council remove fallen leaves from private property.***

### Priorities:

TP12.1 Residents will be advised that the loss of leaves from trees in the autumn is part of the natural cycle and cannot be avoided by pruning.

TP 12.2 Residents will be advised that the maintenance of gutters is the responsibility of the landowner and the council is not obliged to remove leaves that may have fallen from council owned trees.

TP 12.3 Where leaves have been reported to have accumulated on council owned roads, footpaths these will be reported to the street cleansing team.

## Light

***TP13: Policy: A Council owned tree will not be pruned or removed to improve natural light in or to a property. This includes properties with (or planned to be installed) solar panels.***

### Priority:

TP13.1 Residents will be advised that in law there is no general right to light.

## Suckers from Tree Roots

***TP14: Policy: Council owned trees will not be pruned or removed to stop or reduce the nuisance of sucker growth on private land.***

**Priority:**

TP 14.1 Residents will be advised of their rights to remove suckers on their land.

## Personal Medical Condition – Complaint

***TP15: There is no policy regarding personal medical conditions that may be specifically affected by nearby Council owned trees. Such cases will be investigated, and appropriate action considered.***

**Priority:**

TP 15.1 Residents will be informed of their entitlement to exercise their Common Law right to remove (abate) the nuisance associated with encroaching trees.

## Pollen

***TP16:Policy: Council owned trees will not be pruned or removed to stop or reduce the release of pollen***

TP16.1 Residents will be advised that pollen is a natural and seasonal problem.

## Trees Affecting Street Lights, Signs and Traffic View

***TP17: Work on a council owned trees will be undertaken to maintain clear sight lines (where feasible) at junctions, access points (associated with a street, road or highway), traffic signals and street signs.***

**Priority:**

TP 17.1 These works will be identified and actioned in routine pro-active surveying and as a result of reported, breach of these standards.

## Sap and Honeydew

***TP18: Policy: Council owned trees will not be pruned or removed to reduce honeydew or other sticky residue from trees.***

**Priority:**

TP18.1 Residents will be advised that honeydew is a natural and seasonal problem. When new trees are planted we try to choose trees less likely to cause this problem.

## Subsidence Damage to Property (Tree-related)

***TP19: The council has in place active tree management systems to minimise risk of damage being caused to buildings and other structures because of the action of council owned trees.***

**Priorities:**

TP19.1 Residents will be advised that if they have concerns about tree related subsidence damage to property, that they should contact their insurance provider for advice.

TP19.2 If a residents wishes to make a formal claim for damage they will be advised to contact the Council Insurance Team Direct. Alternatively the case will be investigated by the Council's Tree Team, once reported.

**Trip Hazard**

***TP20: The council will make safe an unacceptable trip hazard caused by the growth of council owned trees.***

**Priority:**

TP 20.1 All reported cases will be investigated and actioned accordingly.

**Tree Touching Building**

***TP21: Policy: If a council owned tree is touching a property (house, boundary wall, garage etc.) action will be taken to remove the problem.***

**Priority:**

TP21.1 All reported cases will be investigated and actioned accordingly.

**Tree Too Big / Too Tall**

***TP22: Policy: Council owned trees will not be pruned or removed because they are considered to be too big or tall.***

**Priorities:**

TP22.1 Residents will be advised that a tree may seem too big for where it is, but this doesn't make it dangerous.

TP22.2 All trees (excluding woodland areas) will be inspected for safety. We inspect them every three to five years, depending on how much the area surround them is used. Maintenance will be carried out, if necessary.

**Tree and TV / Satellite Reception**

***TP23: Policy: Council owned trees will not be pruned or removed to prevent interference with TV / satellite installation / reception.***

**Priority:**

TP23.1 Residents will be advised that their satellite or TV provider may be able to suggest an alternative solution to the problem.

## View

**TP24: Policy:** Council owned trees will not be pruned or removed to improve the view from a private property.

### Priority:

TP 24.1 The Council will promote the amenity value offered by trees in their own right.

## Wild Animal / Insect Pest

**TP25: Policy:** Council owned trees will not be pruned or removed to stop or reduce incidents of perceived pests such as bees, wasps, or wild animals, unless it is in the national or public safety interest to do so due to a harmful invasive species.

### Priorities:

TP25.1 Residents will be advised that Bees are protected species and advice should be taken before considering their removal.

TP25.2 On private land residents will be advised that external companies provide a chargeable service for removing certain pest species.

## 9. Policies and Priorities for the Management of Council Owned Trees

9.1 The Council's tree stocks can be divided into seven main categories as follows:

- Street Trees and Trees in Residential Areas: Street trees are planted in pavements or road verges. These help to filter traffic pollution, provide shade for car parking and improve the overall appearance of the street scene. Trees in residential areas are trees growing within and around housing estates and planted by the original Parks Department or the Peterborough Development Corporation to enhance the local environment.
- Avenues and other arboricultural features were little utilised by PDC that favoured more naturalistic design layouts. The avenues that exist in the City are in the older parks or lining some of the streets (mostly planted since 1988).
- Parks and Open Spaces: These are frequently the trees of greatest local significance and provide maximum visual amenity for both residents and visitors.
- Woodlands: These are some of the remaining pockets of the original Rockingham Forest that once covered the area. Grimshaw Wood, an ancient woodland site and Local Nature Reserve in Bretton, is one such woodland which is an unusually valuable wildlife and amenity resource within the urban fringe.
- PDC Legacy Woods: Formerly classed as shelterbelts, they were mostly planted alongside the parkways and in areas that separated the new townships. They provide visual amenity and habitat for wildlife.

- Village and Rural Trees: The villages have a unique character, much of which is achieved by their content of historic trees, as well as those growing within the surrounding countryside.
- New and Replacement Planting: policies and priorities in respect of new and replacement planting are a key element of the strategy and decisions made now will have a bearing on the future resilience and sustainability of the City's tree cover.

9.2 Each category of tree cover is assessed below and the specific policies and priorities that relate to them are detailed.

### **Street Trees and trees in Residential Areas**

9.2.1 The City has approximately 50,000 street trees and trees in residential areas which have to survive in difficult environments. Utilities demand space, as do road signs and streetlights. The limited space is made all the more challenging because of polluting car emissions, road salt, oil and other contaminants. Against the odds, trees can and do survive but often with a limited life expectancy.

9.2.2 The character of Peterborough's street trees varies considerably, from the older Victorian planting in roads like Broadway, the inter-war developments such as Dogsthorpe, to the newer developments built by the PDC. The Victorian areas contain large old trees, many of which are managed as pollards. Today there is access to a wider range of smaller ornamental trees that are suitable for restricted sites.

9.2.3 Many of Peterborough's streets have tree populations that are over-mature. Such trees are vulnerable to climatic change, disease and damage. As time progresses this over-mature population of street trees will be removed as individual trees deteriorate. In these areas new trees will be introduced between the mature specimens to ensure that there will be continuous future tree cover.

9.2.4 A large proportion of public sector housing in the City was built by the PDC. The PDC tree and shrub planting areas include individual trees and tree groups interspersed with shrub planting. These enhance the environment and are very important to the quality of life for the residents. However, as the trees mature, design faults such as planting trees too close to buildings and each other and selecting inappropriate species for a given situation become evident. Problems of encroachment of branches and in some cases property damage are therefore becoming more common and make up a high proportion of enquires to the Council.

***Policy TP26: To endeavour to protect street trees from threats such as loss of verges and damage to same.***

#### **Priorities:**

TP26.1: Work with and monitor the activities of utility companies in order to minimise accidental operational damage to trees.

***Policy TP27: To place a priority on the replacement of ageing street trees; particularly where these adjoin major traffic routes. Planting will ensure the selection of the most appropriate species for the location.***

#### **Priorities:**

TP27.1: To plant new and replacement street trees in appropriate sites, giving priority to streets where trees are currently standing or have been in the past.

TP27.2: To consider alternative planting positions and methods of establishment where maintenance of street trees in the same positions of the trees to be replaced will be either unduly difficult or expensive to maintain.

***Policy TP28: To renew and restructure tree stocks planted by the Peterborough Development Corporation within residential areas;***

**Priorities:**

TP28.1 To introduce a phased removal of trees growing too close to buildings and replace with new planting more appropriate to the situation or relocate planting areas to more suitable sites in the neighbourhood. Replanting will be, as far as is practicable, carried out using a combination of standard trees, whips and bare root transplants.

TP28.2: To thin dense groups of trees to allow full crown development where there is sufficient space.

TP28.3: To ensure that replacement planting is sufficient to retain the existing level of canopy cover in the area.

**Avenues and other Arboricultural Features**

- 9.2.5 Avenues are found in some parks and in some cases street trees have been planted to form avenues such the example shown in Figure 7.
- 9.2.6 As avenue trees decline due to old age or due to the impact of pests and diseases, decisions on management and renewal are needed to perpetuate the formal landscape effect.
- 9.2.7 In some cases appropriate avenue species have been planted but in inappropriate situations. Figure 7 shows an avenue of fast growing London plane. These require careful management to maintain the landscape impact while avoiding issues caused by the proximity to buildings. Figure 8 shows the position of avenue tree in relation to a dwelling.



Fig 7: An avenue of semi mature London plane at Werrington.



Fig 8: The same avenue as shown in figure 7 showing the proximity to nearby buildings.

***Policy TP29: To maintain formal arboricultural features in the urban landscape by careful management and timely renewal as required.***

**Priorities:**

TP29.1 To consider the long term development and safe life expectancy of mature avenues and instigate a policy of gradual renewal and replacement in advance of them becoming untenable. Measures could include pruning, total removal and replacement, partial removal and replacement

***Policy TP30: To take action to restructure avenue trees planted with inappropriate species too close to neighbouring properties.***

**Priorities:**

TP30.1: In areas where avenue trees pose a potential threat to adjoining buildings, the council will manage or restructure the avenues to minimise the impact on the properties. Options will include but not be limited to:

- Removing avenue trees and replacing with low water demand species.
- Removing avenue trees adjoining buildings and filling the gaps with smaller low water demand species. As far as possible maintaining regular spacing and the avenue effect.
- For suitable species such as lime and London plane reduce the crown or pollard to reduce water uptake. This will only reduce water demand if the trees are pruned on short and regular cycle of no more than three years.

### **Legacy Woodlands Established by PDC**

9.2.8 280 ha of new woodland was planted by the PDC as part of the landscape masterplan. The woods extend for 117 kilometres. The woodland was planted with a limited number of core species predominantly ash, sycamore and Norway maple. However, a wide range of other native and ornamental species occur sporadically. The woods were designed to have good structure with larger trees at the centres grading to smaller trees and ground cover shrubs at the edges.

Unfortunately the designs were not always adhered to and trees planted in random mixture sometimes putting large trees on the woodland boundaries.



Fig 9: An example of a well-structured belt with woody shrubs on the edge grading to ground cover shrubs on the roadside



Fig 10: A roadside of a belt with little structure and dense shallow crowned trees reducing the value of screening for residential properties to the rear.

9.2.9 Despite those localised issues, these woods provide considerable benefits in terms of ecosystem services, biodiversity and landscape amenity and represent an example of a far-seeing and impressive investment in the future by the PDC that is only now coming to fruition. However, the design of these woods has a flaw which is that many trees, including some unsuitable fast growing species, were planted too close to residential properties as illustrated in figures 11 and 12. It has been identified that the issue of proximity, particularly encroaching branches, accounts for around 40% of enquires received by the Council.



Fig 11: Trees encroaching towards a residential property.



Fig 12: The close proximity of trees to the rear of properties cause a range of problems for residents which will become worse as the trees grow to maturity.

***Policy TP31: The Council will seek to reduce impact of woodland trees on adjoining properties.*****Priorities:**

TP31.1: Starting on a trial basis, and only where necessary, the woodland belts will be restructured cutting trees back from the edge of property boundaries by up to 7m. Following the tree removal new native small trees and woody shrubs will be planted to form a woodland fringe. The replanting will both replace the lost biomass and provide improved wildlife habitat. In addition to the edge clearance some light selective thinning will be carried out in the belts to ensure some of the best trees have room for proper crown development. The aim of the thinning is to slowly reduce the number of trees in some of the belts to achieve the effect of groves of full crowned trees rather than dense woodland conditions. However this process will be done in stages, to maintain stability and to spread the significant financial impact.

TP31.2: High water demand trees within influencing distance of adjoining properties will be progressively removed in thinning.

TP31.3: As part of the Tree health and safety strategy basic level checks will be periodically carried out on boundary trees, looking for obvious defects that present a risk of failure.

***Policy TP32: The woods will be managed in a fully sustainable manner which will include periodic thinning to allow proper crown development and light to reach the woodland floor.*****Priorities:**

TP32.1: In suitable woods selective thinning will be carried out removing no more than 10% of the trees by number. Where appropriate these thinnings will be sold.

TP32.2: Mechanisation such as a tractor mounted tree shear shown in Figure 14 will be used where it is practicable to reduce the cost of management. Economical mechanised working will help address the problems of proximity to buildings and high water demand trees in a cost efficient way. However, not all areas are suitable for this approach. The tree belt survey completed in 2013 found that 40% of the tree belts were suitable for mechanised working and in a further 15% some mechanised working was considered possible.

TP32.3: Those woodland belts that are unsuitable for either thinning or re-structuring with a dense low cover of species such as hawthorn and blackthorn will be managed as non-intervention areas.



Fig 13: Sustainably produced woodland produce; a source of carbon neutral fuel wood



Fig 14: A tree shear mounted on an excavator or tractor can delicately extract trees from dense broadleaved woodlands

***Policy TP33: The woods will not be clear felled and management will be on a continuous cover basis.***

**Priorities:**

TP33.1: Natural re-generation within the woodland belts will be managed and encouraged.

TP33.2: Management will endeavour to increase the range of age classes within the woods.

***Policy TP34: The Council will encourage community involvement and advise residents when work is proposed.***

**Priorities:**

TP33.1: The council will try to address the problems of anti-social behaviour in woodlands.

TP33.2: The Council will encourage community involvement in the woods and support projects such as Nene Coppicing and Craft.

### **Parks and Open Spaces**

9.2.10 Trees are fundamental to the structure of parks and very important contributors to the environment of the area. The nature of different parks and green spaces is very variable. For example, Central Park has a declining tree population displaying over maturity in comparison to Bretton Park with younger but neglected stock all planted by the PDC which is now in great need of management by selective thinning. The latter is now urgently required to prevent very high losses over the next ten years. For this reason management has to be planned on a site by site basis.

9.2.11 Certain newer areas of Peterborough contain large open spaces of short grass and minimal structural planting. These areas are ideal for enhancement. Research within The Woodland Trust's "Trees or Turf" report aims to demonstrate that management of woodlands could be markedly cheaper than maintaining some types of grassland. By creating small woodlands on such amenity

grassland opportunities for wildlife can be promoted in addition to landscape enhancement and providing a contribution to the forest for Peterborough targets.

***Policy TP35: To maintain tree cover within all the City's parks by renewing the tree stocks and increasing the range of age classes present***

**Priorities:**

TP35.1: To commence a replacement programme that incorporates a diverse range of tree species and, where appropriate, to re-establish historic landscapes.

TP35.2: To ensure that management work takes into consideration the sensitivities of the residents who use and care about the parks. In particular, to ensure that the reasons for particular operations are explained to the public before commencement.

TP35.3: To carry out tree removal and replanting in a phased way rather than causing large amounts of disturbance and change to the landscape of the park in one operation.

TP35.4: To carry out replacement tree planting in anticipation of the need to replace older tree stocks in the future. Planting of low maintenance bare rooted whips with appropriate guards will be favoured over larger planting stock.

**Woodland**

9.2.12 Cambridgeshire and Peterborough are amongst the least wooded areas in the UK. The total area of woodland, of 0.1 ha and over, is 12,325 ha. This represents 3.6% of the county land area. A considerable proportion of this is ancient semi-natural woodland which represents a valuable wildlife and landscape resource.

9.2.13 The City Council own six ancient woodlands. It manages The Bretton Woodlands (including Grimshaw Wood and Pocock's Wood) and leases the others to Nene Park Trust and the Woodland Trust. These areas amount to approximately 27 hectares and have attracted the designation of Local Nature Reserves. The Bretton Woodlands include Highlees Spinney which is not an Ancient Woodland but is a former coppice and standards wood with the same species mix and general condition. Bretton woodlands contain a high proportion of ash and were formerly managed as oak and ash standards with mainly ash and some hazel coppice.

9.2.14 In 2013 a 20 year management plan was produced for the Bretton Woodlands which has now been implemented with the aid of Forestry Commission and Heritage Lottery fund grants. Improved access and signage has facilitated better access to the woods with some coppicing having been completed. However, coppicing of the ash stools in the wood has been suspended due to the risk of ash dieback.

9.2.15 Peterborough contains 78 hectares of wet woodland habitat across 73 sites. Of these, the majority are less than 1 hectare in size. Wet woodland is nationally and locally rare. It is a priority habitat within the Cambridgeshire and Peterborough Biodiversity Action Plan owing to a rich diversity of habitat. Opportunities to create new wet woodlands will be sought in accordance with the wet

woodland audit completed in 2004 by a partnership of organisations including the Forestry Commission and the City Council.

***Policy TP36: The Council will aim to achieve sustainable management of its ancient woodlands and to protect and preserve wet woodland habitats.***

**Priorities:**

TP36.1: The Council will, as far as possible in the light of the threat from ash dieback, fully implement the Bretton Woodland Management Plan (Ash is a major component of the Bretton Woodlands).

TP36.2: The Council will monitor the impact of impact of ash dieback on its ancient woodlands and take all necessary measures to maintain the integrity and conservation value of the areas.

TP36.3: The Council will seek to protect and extend the areas of wet woodland.

**Village and Rural Trees**

9.2.16 Many of the trees in the villages and rural areas are privately owned. In spite of this the Council still has responsibility for a significant proportion which total approximately 5000. These trees include trees up to 200 years old and are amongst the oldest managed by the Authority.

9.2.17 Locally, elm was once one of the most important trees. When Dutch Elm Disease (DED) struck this dominant hedgerow tree was lost. Considerable areas of relatively denuded landscape have not been replaced, particularly within areas of more intensive farming. While most of the common elm has gone, there remains elm regeneration that exists within a continual state of growth followed by disease related decline. Some mature DED resistant elms are found to the west of the City particularly Huntingdon elm (*Ulmus x hollandica* 'Vegeta') and wych elm (*Ulmus glabra*). While these species are resistant they are not totally immune from the disease.

9.2.18 Distinctive village scenes can be maintained and enhanced by planting tree species that originally generated such landscapes. The use of native species will be prioritised within locations where appropriate i.e. rural verges. In certain village locations the use of non-native stock may be considered where site restrictions or the surrounding landscape dictates. For the foreseeable future planting of ash will not be supported.

9.2.19 Many trees have been planted on verges by village communities. Where possible, the Council has helped facilitate these requests by offering suitable planting locations and the commitment to manage those trees planted on Council owned land.

9.2.20 The Council will fulfil its duty of care in respect of Council owned trees in villages which will be surveyed in line with the Tree Risk Management Plan.

***Policy TP37: The Council will preserve and enhance the distinctiveness of village and rural trees in its ownership.***

**Priorities:**

TP37.1: To ensure that all Council owned trees in Villages are logged on to the Tree data base and receive periodic inspection in line with the Tree Risk Management Plan.

TP37.2: To replace all trees which are removed in these areas and attempt to expand tree cover if appropriate.

TP37.3: To re-plant using suitable native trees except where this would result in loss of familiar vernacular.

### **New and Replacement Planting Plan**

9.2.21 A key aim of this strategy is to increase the numbers of trees within the City by both new and replacement planting. Opportunities to improve wildlife habitats and connectivity between woods and tree groups will be a major consideration in setting out new planting areas.

9.2.22 Trees as living organisms have a finite life expectancy. Whilst relatively long-lived, the stress and strain of the urban environment significantly shortens their life span. Tree surveys and inspections in the City have revealed a large number which are not suitable for their location in the medium to long term.

9.2.23 The expansion of tree cover will be on a planned basis. To build in resilience to pests and diseases, planting stock will be selected from a wide range of genera and species. The guiding principle for new planting will be using no more than 10% of the same species, no more than 20% of the same genus and no more than 30% from the same plant family. However, this principle must be balanced with other factors such as site conditions and design criteria. There is a limited range of native tree species (approximately 35 species excluding micro species drawn from 21 genera and 11 plant families) therefore where ecological considerations dictate that native species are used it will be more difficult to achieve the desired variation.

9.2.24 While the aim is to produce a more even spread of canopy cover over Council Owned land it is important that we set targets to achieve this through a combination of Council tree planting budgets and the allocation of land for the “Forest for Peterborough” scheme. As detailed earlier within the strategy, the council has very high levels of canopy cover on land within its ownership. The aim will be to retain and expand this cover in the following ways:

- Council owned street trees that are removed will be replaced on a one for one basis, using established nursery grown standard trees.
- Trees felled owing to them being inappropriate for their location will replanted on a one for one basis, typically elsewhere within the ward. The size of nursery stock used within these location will vary to the planting location.
- Trees felled within groups, avenues or woodlands will not be replaced, where it is considered appropriate arboricultural or woodland management, to reduce competition between species.
- Previously the City council have not set targets for tree canopy cover increase, in excess of the natural gains as trees grow and mature. A 10% overall increase in canopy cover within the Council’s direct control is viewed deliverable and challenging target within the next 10 years A

10% increase in green cover (canopy cover) can potentially eliminate the effects of climate change on increasing surface temperatures (CABE Space. (no date). The benefits of urban trees). Canopy cover on council owned land within the Council's direct control (not leased out) currently stands at 495.2 ha. A 10% increase would result in a further 49.5ha of additional canopy cover being required. In order to achieve this objective the council aims to target those wards where currently canopy cover is lowest. Simplistic modelling based on an average tree canopy of 0.012 ha (the average canopy spread from the canopy cover data) would indicate that a further **4126** trees would need to be planted on council owned land. However the delivery of the desired canopy cover is dependent on the growth rate of the trees as they mature. The size and nature of planting will be specified accordingly on the planting locations available. Delivery of these targets will be dependent on constraints within the land ownership. A more ward-by-ward individual target setting was considered impractical to both set and deliver. Instead, the more overarching 10% increase, with a targeting of wards with low current cover, is the most practical and flexible approach.

- 9.2.25 Many of the problems encountered during the daily management of trees can be directly attributed to the inappropriate choice of species at the time of planting. Greatest long term economic savings in tree management can be achieved by ensuring the philosophy of "Right Tree in the Right Place" is followed every time a new or replacement tree is selected and planted.
- 9.2.26 Deciding which tree species to plant will take account of a range of factors beyond purely ornamental or conservation values. Trees must be selected in the light of the need for resilience to changes caused by climate change in particular drought resistance. Some diseases such as Ash Dieback will be a major limiting factor for the use of certain species or genera.
- 9.2.27 Planting is only the first stage in the process of planted trees achieving independence in the landscape. Well drafted planting specifications will ensure healthy trees are established, failures minimised, and defects, which could affect the mature condition of the tree, removed at the time which is most cost effective.
- 9.2.28 A tree requires space in which to grow, if it is to thrive and provide its many positive benefits. To achieve this any proposed site should provide adequate space for both the tree and, most importantly, its root system to develop in the long-term. Species selection must be with consideration to the tree's likely ultimate size.
- 9.2.29 The constraints of the urban environment can make the enlargement of woodland and other habitats impractical. With fore-planning and management of open spaces and gardens that border these sites, effective buffers and extensions can be created.
- 9.2.30 Peterborough's most limiting resource is space. This needs to be used appropriately, and to greatest sustainable benefit. The application of "Right Tree in the Right Place" framework will ensure new planting and natural regeneration are appropriately located and designed, and that woodland expansion is not to the detriment of protecting and restoring existing woodlands. The framework for tree and location selection is set out briefly in Appendix 5.
- 9.2.31 In some parts of the City the constraint of sufficient public space means a low number of trees. Often in these areas there are prominent privately owned sites.

**Policy TP38: The Council will encourage an increase in tree cover by new and replacement planting, placing great emphasis on use of appropriate tree species.**

**Priorities:**

TP38.1: To implement the planting plan that sustains the tree population, with emphasis on the long term replacement of mature and over mature trees.

TP38.2: Allocate a percentage of the total tree budget to fund the replacement and new tree planting targets set. As and when the prospect arises, to work with other organisations to secure additional funding streams for the establishment and management of tree stocks.

TP38.3: To pay careful attention to the site conditions in particular providing sufficient space for root development.

TP38.4: To ensure that all planting stock used, of whatever type, is healthy and has a well formed root structure. Imported plants must have spent at least one growing season in the UK and be free from pests and diseases.

TP38.5: To ensure all newly planted trees achieve independence in the landscape by virtue of a sustained programme of maintenance.

TP38.6: As far as is practicable, reduce the tree maintenance commitment by the use of smaller planting stock that will establish quickly and require less attention.

## **10. Threats and Challenges**

### **Tree Pests and Diseases**

10.1.1 In the last 20 years there has been a steady rise in the number of introduced tree pests and diseases some of which have the potential to cause significant loss of tree cover and the benefits they provide. The reasons for this include increasing levels of world trade particularly in plant material, world travel and changes in the climate making it suitable for pests from warmer environments to establish in the UK.

10.1.2 To illustrate the destructive potential of tree diseases the virulent strain of Dutch elm disease, which was imported into the country in the late 1960's on elm logs, killed around 23 million trees changing landscapes and reducing tree cover over large areas the UK countryside.

10.1.3 Among the recent introduction or occurrences of pests and diseases the following two examples pose a particular threat to Peterborough's trees and landscape:

#### **Ash Dieback (*Hymenoscyphus fraxineus*)**

10.1.4 This fungal disease has caused extensive tree losses in continental Europe, for example killing over 90% of the ash population in Sweden. It was first found in the UK in 2012 and has rapidly spread from east to west across the country.

10.1.5 Ash forms 7.7% of the street and park trees in the City and, an estimated, 18.5% of the woodland tree population. The level of infection is currently low but expected to rise significantly in the next few years. The symptoms are initially browning and dead leaves and diamond shaped stem lesions as illustrated in Figure 15. This is followed by a fairly rapid dieback in the crown on larger trees. Typically, an infected tree will have tufts of re-growth that eventually succumb to the disease and illustrated in Figure 16. The progress of the disease can be quite rapid with large trees killed in a single growing season in East Anglia where the disease has become well established.



Fig 15: Dead leaves and diamond shape stem lesions are symptomatic of the disease



Fig 16: Typical crown dieback with tufts of regrowth

**Forestry Commission Picture Library**

**Forestry Commission Picture Library**

10.1.6 There is, currently, no proven cure or treatment that can be applied. However, there has been extensive research to try to isolate resistant individuals and indeed, in areas of high infection, some trees appear to remain free from infection.

10.1.7 It is not clear how the disease will progress in the area so, at this stage, ash should not be pre-emptively removed.

10.1.8 Ash should be excluded from new tree planting schemes and alternative species planted. However, in woodland conditions, natural re-generation of ash should, as far as possible, be retained as it may contain resistant individuals.

### **Oak Processionary Moth (*Thaumetopoea processionea*)**

10.1.9 The caterpillars of this moth feed on oak trees and defoliate the tree by eating the foliage. However, perhaps a more serious problem is the effect of the caterpillars urticating hairs, which detach from caterpillars bodies, causing serious allergic reactions and respiratory difficulties in humans and their animals.

10.1.10 This pest was introduced on imported trees into the London area in 2005. It was hoped to contain or eradicate the species by volume spraying foliage with insecticide and destroying the communal silken nests which have an accumulation of toxic hairs. Unfortunately, this policy has not been

successful and the pest is spreading outside the London area. The current most northerly sighting is at Watford some 80 miles south of Peterborough.

10.1.11 The hairy caterpillars are shown on Figure 17. Perhaps their most distinguishing feature is that they cluster near food and follow each other in a nose to tail line when moving to and from feeding areas. They make silken nests on the stems and branches of oak trees as shown in Figure 18.



Fig 17: A cluster of caterpillars on an oak leaf clearly showing their urticating hairs



Fig 18: A communal nest on an oak tree full of toxic hairs

**Forestry Commission Picture Library**

**Forestry Commission Picture Library**

10.1.12 High populations of this insect will lead to repeated defoliation of oak trees which could seriously weaken them. However, trees are generally resistant to browsing insect damage and their lost leaves will generally grow back even after complete defoliation. This pest is more of a public health problem than a tree issue.

10.1.13 Oak trees form only 2% of the tree stock listed on the data base and around 4% of the PDC woodland belts but they are widely distributed around the City.

10.1.14 Given the public health risk the Council will take prompt action to try to eradicate populations of this insect as they are discovered on their land and offer help to private landowners to deal with the problem. The Council will also periodically review its policy on controlling this insect.

10.1.15 Both the Oak Processionary Moth and Ash Dieback present a serious threat and, if they become established, are likely to require a large amount of staff time and expenditure to deal with. Therefore they will both be added to the Council's risk register.

### **Brown-tail Moth (*Euproctis chrysorrhoea*)**

10.1.16 Another defoliating moth species is the Brown-tail Moth (*Euproctis chrysorrhoea*). This insect has already been found the City in 2013, 2015 and 2016. The infestations were limited in scale and contained by prompt action of Amey staff. The caterpillars also have hairs that cause an allergic reaction and they make silken winter nests normally strung between branches. They are

often found in association with hedgerow trees. These insects should be avoided and will be subject to the same control policy as Oak Processionary Moth.

### Other Pests and Diseases

10.1.17 Other recently introduced diseases that have the potential to impact on the tree cover in the City are detailed in Table 5.

**Table 5 – Two other serious tree pests and diseases.**

| Species                                                    | Images of Infected trees                                                                                                                                                                                                 | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ramorum Disease<br><i>(Phytophthora ramorum)</i>           |  <p data-bbox="483 1021 759 1173">Crown dieback in larch caused by Ramorum Disease. <b>Forestry Commission Picture</b></p>             | <p data-bbox="865 573 1374 1093">Initially known as “sudden oak death” this disease is currently mainly affecting larch but could affect a wide species range. It can kill larch trees within 12 months. The only control for Ramorum disease is to remove both the infected trees and a buffer of healthy trees to prevent the spread. There are few larch at risk in the urban area where they make up 1% of the population. However, they are likely to form a more significant component of farm and estate woods in the west of the unitary area.</p> |
| Sweet Chestnut Blight<br><i>(Cryphonectria parasitica)</i> |  <p data-bbox="494 1608 756 1800">Stem lesions caused by the disease and a sweet chestnut stem <b>Forestry Commission Picture</b></p> | <p data-bbox="865 1216 1369 1653">Recently found in the UK, this disease of sweet chestnut wiped out the entire population of American sweet chestnut on the eastern seaboard of the USA; killing an estimated 3.5 billion trees. Symptoms appear as cankers on the stem fungal mycelium under the bark. Sweet chestnut makes up around 1% of the tree stock in the urban area but are likely to be a more significant component of woods and parkland to the west.</p>                                                                                    |

### Pests and diseases not yet established in the UK

10.1.18 There are a number of very serious pests and diseases that have either not yet been found in the UK or have been found, and eradicated. Three examples are shown in Table 6. If they become established in the country, all have the potential to seriously denude the City’s tree population:

Table 6 – Potentially Damaging Pests yet to become established in the UK

| Species                                                             | Images of Pests and Damage                                                                                                                                                                           | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The Asian Longhorn Beetle, (<i>Anoplophora glabripennis</i>)</p> |  <p>An adult beetle with distinctive white markings and long antenna <b>Forestry Commission Picture Library</b></p> | <p>Introduced into the USA from Asia the larva of this wood boring insect has killed large areas of urban trees. It is transported around the world in packing timber and by the international plant trade. A small population found in Kent has been eradicated by plant health officials. Any sighting of the large (25 to 30 mm) distinctive beetle must be reported to DEFRA and the Council without delay. It has a large host range encompassing many of the broadleaved species found in the City including maples that make up a high proportion of the tree stock.</p> |
| <p>Emerald Ash Borer (<i>Agrilus planipennis</i>)</p>               |  <p>The adult beetle <b>Forestry Commission Picture Library</b></p>                                                | <p>This wood boring insect was introduced into the USA where it has devastated ash populations killing millions of trees. It is now present in Europe with a rapidly expanding population centred on Moscow. The larva of the insect bore into the stems of trees weakening and killing them. Wood boring insects are particularly attracted to trees in a weakened condition and, if it reaches the UK, trees infected with ash dieback would facilitate its rapid spread.</p>                                                                                                 |
| <p>Plane Wilt (<i>Ceratocystis platani</i>)</p>                     |  <p>Extensive dieback on one side of the crown of London plane <b>Forestry Commission Picture Library</b></p>     | <p>This fungal wilt disease is related to Elm disease and works in the same way blocking water carrying vessels in the tree causing rapid decline. It is currently killing large numbers of London plane trees in France and throughout Europe. London plane are important street and amenity trees in the City only forming 4% of the tree stock but occupying prominent positions in the street scene.</p>                                                                                                                                                                    |

**Policy TP39: To maintain a high level of training and awareness of tree pests diseases and take prompt action, in accordance with best practice guidance, to, as far as is practicable, alleviate the impact when they are discovered.**

**Priorities:**

TP39.1 The condition of Council owned trees will be monitored as part of the normal health and safety inspections policy and promptly dealt with if they present a significant risk to the public. This does not mean that all infected or dead trees will be removed. The Council's policy on tree pests will be reviewed on an annual basis.

TP39.2 Where appropriate and advised, simple biosecurity measures such as cleaning boots, shoes and tyres after visiting woodlands will be implemented.

TP39.3 With regard to protected trees, the Council will not grant permission to fell infected ash trees unless the disease has caused the tree to become dangerous or to present a significant health and safety risk.

**Climate Change**

- 10.2 The likely effects of climate change, caused by anthropogenic carbon emissions which are enhancing the greenhouse effect of the upper atmosphere include summer drought and more frequent storm events. Measures to both mitigate and adapt to these predicted effects of climate change will be incorporated into the strategy wherever possible, taking full account of the "Climate Change Strategy for Peterborough".

**11. Privately Owned Trees and Woodland Policies and Priorities**

**Trees and Development**

- 11.1 The significance of the London–Stansted–Cambridge–Peterborough (M11) Growth Corridor means there will be major investment in housing, community facilities and infrastructure. This brings with it opportunities for innovative and strategically planned tree and woodland enhancement. It is essential that trees and woodlands are recognised as an essential part of the design and fabric of growth.
- 11.2 Accommodating the predicted growth in Peterborough's population and economy provides significant opportunities for a strategic approach to tree and woodland planting. There are a number of initiatives to enhance the natural environment. They all offer opportunities to increase the tree and woodland cover of Peterborough as part of the mosaic of green space and habitats. However, as each has its own agenda and priorities, efforts should be made to ensure that they are coordinated and complimentary.
- 11.3 The scale of development which will need to take place in coming decades will facilitate significant funding for the creation of attractive and green residential and business environments. Developers have a valuable role as the key player in the majority of land use changes. They need to respect the existing trees and where appropriate incorporate tree planting within new developments. There is extensive research showing that retained trees and newly planted trees

increase the sale value of new properties providing firm financial reasons for developers to consider trees as integral part of their projects.

***Policy TP40: The Council will respond to tree issues within planning applications, in accordance with Local Plan Policies, in such a way that ensures the retention of good quality trees and woodland coverage or ensures its creation. Development will not be supported that would directly or indirectly damage existing ancient woodland or ancient trees.***

**Priorities:**

TP40.1: To be guided by best practice and local policies for a consistent approach to assessing planning applications.

TP40.2: Trees and woodlands are to be given significant consideration within planning applications, requiring submission of Arboricultural Impact Assessment (AIA) surveys in accordance with British Standard 5837:2012 *“Trees in relation to demolition, design and construction – Recommendations”*. Where trees are on or within influencing distance of a potential development (within 15m of the development area), an AIA must be prepared and submitted as part of the planning application.

TP40.3: The British Standard sets out a process to protect trees at every stage of a development. The Council will, normally, condition the tree protection measures set out in the AIA. This will include proper provision for arboricultural supervision by a qualified arboriculturist and a timetable for inspection visits and the method of reporting findings to all parties including Council Tree Officers.

TP40.4: Producing an AIA is only the first stage in protecting trees during construction. The tree protection measures set out in the AIA are often either disregarded or are poorly implemented once planning permission has been granted. The Council will seek to enforce conditions relating to tree protection and to consider prosecution when planning conditions are breached or there are breaches of Tree Preservation Orders (TPO) or the requirements of Conservation Area regulations.

TP40.5: It is extremely important that plans for remedial tree planting and green infrastructure submitted as part of planning applications come to fruition. When granting planning permissions the Council will set conditions for the protection, planting and proper maintenance of trees and periodically check on compliance.

TP40.6: Where appropriate, the Council will allocate funds produced from the Community Infrastructure levy for community tree planting projects.

TP40.7: The Council will utilise planning powers to retain and protect good quality existing trees threatened by new development including changes to existing properties and enforce the tree protection measures put in place.

***Policy TP41: The Council will require that new and replacement tree and woodland planting to be included in new development proposals wherever it is practicable to do so.***

**Priorities:**

TP41.1: To require developers to submit details of tree species, size of planting stock to be used and numbers to be planted as part of their proposals. Planting should aim to replace any loss of biomass and, where practicable, retain or increase the canopy cover on the site. Where it is difficult to achieve the Council will consider offering alternative planting sites on its own land.

TP41.2: To ensure that provision made for tree planning takes account of industry best practice, in particular, BS 8545:2014 “Trees from nursery to independence in the landscape-Recommendations”. Further guidance is available from the publications of the Trees and Design Action Group (TDAG).

TP41.3: The Council will encourage planting of healthy plant material. In the light of the threat from imported pests and diseases all planting stock used in the City should be healthy and sourced from reliable sources with appropriate documentation such as plant passports where required. While British grown stock is preferable, if imported stock is used it should have spent at least one year in a UK nursery under observation.

**Tree Protection**

- 11.4 Statutory protection is afforded to trees under the Forestry Act 1967 (as amended) and permission from the Forestry Commission (FC) to fell growing trees is often required. There are certain exemptions which include trees in gardens, orchards, Churchyards and designated public open spaces. This permission is granted by the FC via a Felling Licence. Typically an application would be required where trees above 8 cm stem diameter at 1.3 m diameter above ground level need to be felled. If the felling is for thinning a plantation the minimum diameter rises to 10 cm and in the case of coppicing the minimum is 15 cm. A licence is not needed to fell up to 5 m<sup>3</sup> of timber within a given calendar quarter. However, this drops to 2 m<sup>3</sup> if the timber is sold. Any felling approved as part of a planning permission will not need a felling licence. Felling trees within the scope of the regulations without a felling licence is illegal and subject to prosecution and fines.
- 11.5 In conjunction with its duty, as set out in the Town and Country Planning Act, the Council will incorporate policies relating to Trees and Woodlands within its Local Development Framework. Policies protecting trees exist within the Core Strategy and Planning Policies Development Plan documents.
- 11.6 There are over 350 TPOs and 29 Local Authority Conservation Areas in the City. The pressure for development sometimes necessitates the pro-active use of TPOs. TPO’s are also used reactively when a threat to the condition or retention of a tree is known. The Council will, as far as funding will allow, review many of its older Tree Preservation Orders.
- 11.7 The work on trees protected by a TPO places a duty on the tree owner to be granted permission from the Council prior to undertaking the work. The Council has a duty to respond to these requests within 8 weeks. In the event that the Council refuse permission for work on, or removal of a protected tree, the owner can appeal to the Planning Inspectorate.

11.8 Before carrying out any tree work or felling of trees within a Local Authority Conservation Area the Local Planning Authority must be given six weeks advance notice. During the six week period the Council may decide to protect the trees in question. However, if no response is received from the Council work may proceed.

11.9 To carry out work, damage or remove trees which are the subject of Tree Preservation Order or within a Conservation order without permission is a criminal offence that, on conviction, carry fines of up to £20,000 per tree. However, if trees are illegally removed to facilitate development then the fine per tree is unlimited and may reflect the increase in land value that has resulted from the loss of the tree.

#### **11.10 Protection Through Advice**

11.11 Where necessary and appropriate the Council will provide advice on trees in relation to planning TPOs and work in Conservation areas with the aim of making the process more efficient and therefore provide a cost effective service.

11.12 There are, unfortunately, many people willing to offer tree advice which is inaccurate, and may have serious consequences for the tree and its owner. Arboriculture is an established technical discipline where qualifications at various levels are available. Research is carried out to further our knowledge of trees and their care, good advice is available and should be sought from reliable sources. Tree owners should be aware that research has resulted in updated and substantially changed tree management in the last 20 years. Consequently, any person offering advice should keep their knowledge up to date, through membership of an appropriate professional body.

11.13 Also of concern is the number of people who carry out tree surgery work whose technical abilities are poor. This can lead to low standards of work, which are not in the interests of the tree or its owner. Only reputable companies, capable of working to recognised standards of work such as "British Standard 3998: 2010, "Tree work. Recommendations", should be engaged to carry out tree work. Companies or individuals undertaking tree work should hold Public Liability Insurance cover and proof of cover should be provided before commencement.

11.14 As the Local Planning Authority, the Council has a statutory duty to protect trees of greatest amenity value. This section sets out the City Council's approach to the protection of privately owned trees.

***Policy TP42: The Council will seek to ensure that all trees and woodlands making a positive contribution to the environment\* are protected. Priorities:***

#### **Priorities:**

TP42.1: To utilise and enforce planning powers to retain and protect trees through Tree Preservation Orders and Conservation Area status.

TP42.2: To comment and advise on strategy and other initiatives which affect trees and woodlands.

*\*based on the quality and value categorized using the criteria within BS5837:2012 Trees in relation to design, demolition and construction- Recommendations*

***Policy TP43: The outright removal of good quality trees and woodlands shall be resisted unless there are sound arboricultural and technical reasons such as irrefutable evidence of damage caused to a property by soil volume change associated with trees.***

**Priorities:**

TP43.1: To protect trees of amenity value

***Policy TP44: The Council will promote public awareness and a better understanding of tree and woodland management through community consultation and involvement.***

**Priorities:**

TP44.1 The Council will promote good standards of tree and woodland care.

TP44.2: To, as far as possible, encourage owners of notable trees that are worthy of protection to adopt better practices of tree care.

TP44.3: To support community tree initiatives.

TP44.4: To support the work of national bodies such as the Tree Council and the Trees and Design Action Group.

11.15 A summary of all policies for the management of all trees is provided in Appendix 6.

## **12. Summary of the Key Elements of the Strategy**

12.1 This revised strategy highlights the immense value of Peterborough's urban forest to the wellbeing of its residents and the substantial contribution it makes to the City's sustainable future.

12.2 Since 2012 considerable progress has been made to put systems in place to manage the City's trees and woodlands, particularly the steps that have been taken to fulfil the Council's duty of care in respect of health and safety. This new strategy builds on these achievements.

12.3 The focus of this new strategy is consolidation of the Council's trees stocks; the legacy trees planted by PDC are even aged and all growing towards maturity at the same time. Up to this point they have required relatively low maintenance. However, increasing growth rates are causing conflicts with private properties on the boundaries of the woods and close to trees growing within residential areas. Dealing with these problems is taking up a high proportion of the allocated funds and unless positive management steps are put in place the level of service requests will increase exponentially. It is important that the need for this programme is recognised and adequate resources allocated.

12.4 Faults of both design and implementation by PDC such as planting trees too close to each other and buildings, and allowing deviation from carefully planned species layouts and mixtures need rectifying by restructuring the legacy woodlands and trees and tree groups in residential areas. Where it is necessary to remove trees these will be replaced with more suitable species while retaining or improving the level of canopy cover.

- 12.5 Shallow, narrow crowned and un-thinned trees provide only a fraction of the ecosystem services of healthy full crowned trees. Dense woods prevent light reaching the ground leading to lack of ground flora and poor natural re-generation of tree species. It is therefore necessary to instigate a programme of periodic thinning in many of the woods and tree groups.
- 12.6 The tree stock must be carefully managed to provide a degree of resilience to both imported pests and diseases and the climate change.
- 12.7 The expansion of the urban forest will be a priority to ensure that the ecosystem services can be maintained to meet the needs of a growing population. However this will be carefully planned and targeted to as far as possible avoid the mistakes of the past. The Forest for Peterborough project will be strongly supported.
- 12.8 Development in the City presents both challenges and opportunities for its tree cover. The Council will seek to ensure suitable trees are retained on development sites and commensurate and appropriate provision is made for new tree planting and green space.
- 12.9 Unless adequate resourcing chains are provided there is a danger that the problems will get progressively worse to the point where the tree stocks become a negative asset.
- 12.10 It is hoped that both stakeholders and residents of Peterborough will appreciate that the urban forest requires careful management to thrive and provide the considerable benefits of which it is capable. The Council's policies and priorities contained in this strategy represent a commitment to sustainable management of the City's trees for both the existing and future generations.

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## 14. Glossary of Terms

**Ancient Trees** – Trees significantly older, and often larger in girth, than the general tree population providing a rich variety of habitats for wildlife.

**Ancient Woodlands** – Woodland thought to have been in existence since at least 1600 and designated on the Natural England register of ancient woodlands.

**Biomass** – Renewable vegetation that can be used as a carbon neutral fuel source. This includes not only the timber but small branches and foliage.

**Carbon neutral fuel** - The term carbon neutral fuel is used for wood used for fuel that comes from sustainably managed woodlands where the carbon loss will rapidly be mediated by replacement trees

**Canopy Cover** – The area of ground occupied (covered) by the overall branch spread of trees normally expressed as a percentage of the total land area; hence Peterborough has a land area of 34,343 ha, a canopy cover of 3239 ha and therefore a canopy cover of 9.4%.

**Coppice and Standards** – A traditional woodland management practice of retaining a proportion of single stemmed trees within an area of coppice to grow on for timber production.

**Coppicing** – A method of repeatedly cutting back trees and woody shrubs to the base of the stem on a short cycle to produce small poles or rods. A traditional management technique associated with ancient woodlands which provides an important sequence of habitats for woodland flora and fauna.

**Ecosystem disservices** – Trees can cause problems in urban conditions particularly when growing in close association with roads, railways and buildings.

Trees can also have negative effects on the urban atmosphere for example roadside trees trapping polluting gasses under the canopy. However, most researchers see the net effect of trees on the atmosphere as positive.

**Ecosystem Services** – Services provided by trees and vegetation that contribute to the quality of the environment such as their capacity to sequester carbon from the atmosphere and reduce surface water runoff.

**Heat Island Effect** – Urban areas are warmer than the surrounding countryside by virtue of the concentrated activities their population particularly energy use. Hard surfaces store thermal energy and release it slowly keeping up night time temperatures. In heat waves urban conditions can lead to even higher temperatures.

**High Water Demand Trees** – Trees that take up large amounts of water from the soil in comparison to other species with a lesser capacity to extract water.

**Legacy Woodlands** – Tree belts planted by PDC in the new townships and taken over by PCC on the winding up of the PDC in 1988.

**Mature trees** – Trees in the second third of their life cycle and still growing strongly.

**Natural Regeneration** – Young self-sown trees derived from naturally distributed seed produced by nearby trees.

**Newly planted trees** – Trees that require regular maintenance and have yet to become established in the landscape.

**Over mature trees** – Trees in the final third of their life expectancy and beginning to decline with very slow growth rates of growth or signs of natural retrenchment (bare dead branches in the upper crown with a healthy but reduced crown at a lower level)

**Pollarding** – A traditional management technique often used in deer parks and wood pasture which involves cutting off the tree at a height of around 3 to 4 m on a cyclical basis to provide firewood and small poles; the regrowth is then safe from browsing livestock and deer. In an urban situation pollarding is often used to control the crown spread of trees and reduce the water demand. Cyclically reducing trees to a low framework of branches is a form of pollarding. Some species are particularly tolerant of this treatment such as lime, London plane and willow.

**Semi Mature Trees** – Trees in the first third of their life cycle and growing strongly.

**SUDS** – Acronym for Sustainable Urban Drainage Schemes which allow for natural drainage of water runoff from roofs and hard surfaces into the ground, rather than directing runoff into the sewerage and main drainage systems.

**Specimen Trees** - Largely free standing, Council owned trees in streets or public open spaces.

**Structured Soils** – Specially formed soils that can be compacted but still allow root growth and water percolation. Normal structural soils have a high percentage of sand and gravels.

**Tree Stocks** – The total of Council owned trees.

**Tree Belt** – Narrow belt of trees typically 15 to 20 m often planted for screening and shelter. Tree belts were widely planted by PDC surrounding residential areas and edging roads.

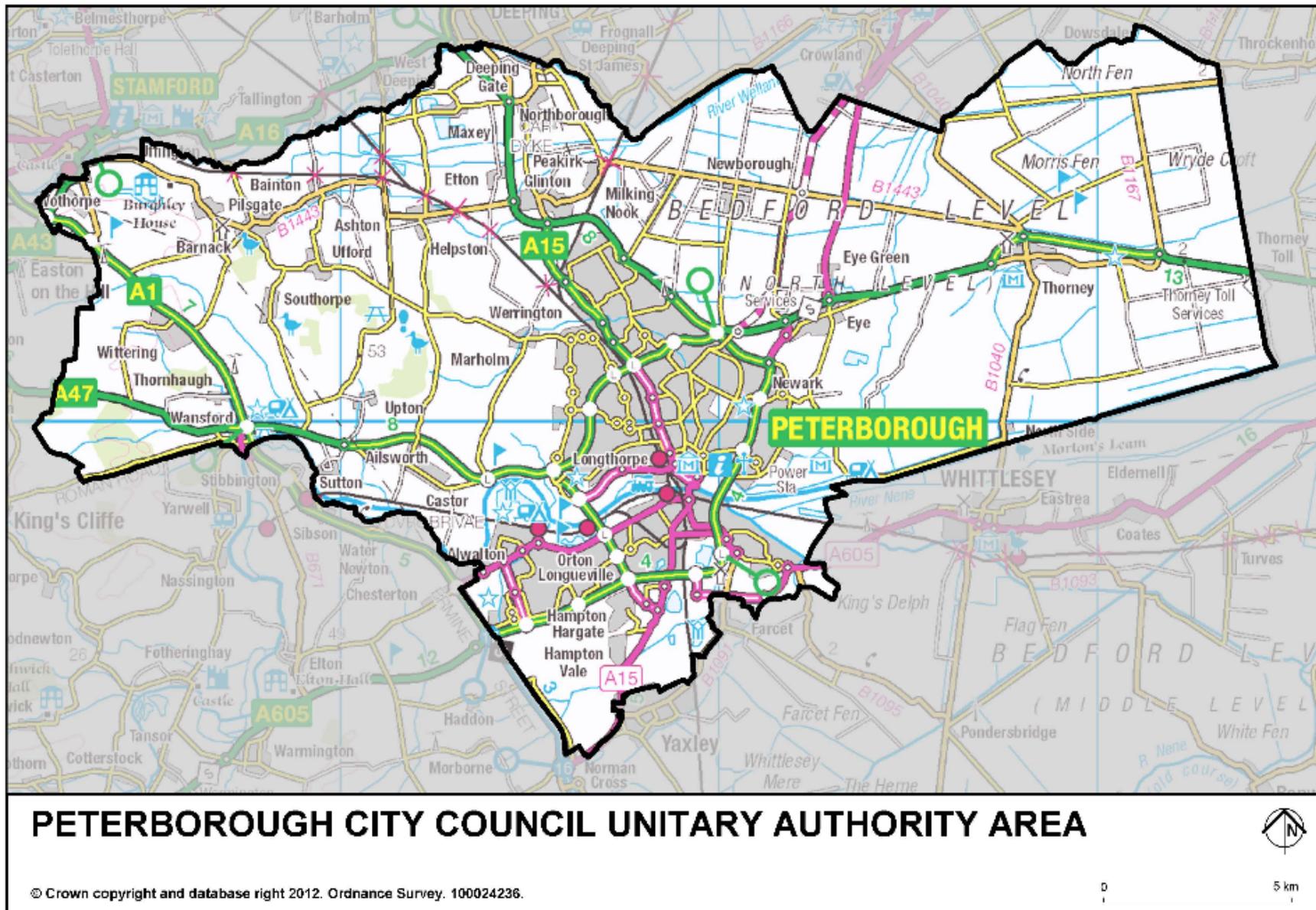
**Urban Forest** – All trees and woody vegetation which grow within a city collectively form the urban forest regardless of ownership.

**Veteran Trees** – Traditionally, trees with the same characteristics as given for ancient trees. However, more recently, the term has been expanded to include trees of any age that have features that support wildlife such as splits, cracks, holes and dead wood.

**Wet Woodlands** – Woodland growing on soils subject to seasonal waterlogging often in river valleys and adjacent to watercourses. Common species in wet woodlands include alder, willow, aspen and birch.

**Whips** – Transplanted and bare rooted nursery stock 60 cm to 1.2 m.

**Young Trees** – Recently established trees that have achieved independence in the landscape.



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## Appendix B2

### Canopy cover by ward

| Ward                           | Canopy cover (Ha) | % canopy cover |
|--------------------------------|-------------------|----------------|
| Barnack Ward                   | 670.8             | 14.9           |
| Bretton Ward                   | 70.3              | 22.5           |
| Central Ward                   | 27.0              | 9.0            |
| Dogsthorpe Ward                | 26.2              | 12.0           |
| East Ward                      | 62.7              | 6.5            |
| Eye, Thorney & Newborough Ward | 320.3             | 2.4            |
| Fletton & Stanground Ward      | 26.6              | 5.2            |
| Fletton & Woodston Ward        | 61.2              | 19.1           |
| Glington & Castor Ward         | 614.3             | 11.5           |
| Gunthorpe Ward                 | 36.7              | 10.1           |
| Hampton Vale Ward              | 80.0              | 9.6            |
| Hargate & Hempsted Ward        | 88.5              | 11.5           |
| North Ward                     | 19.0              | 8.7            |
| Orton Longueville Ward         | 103.2             | 23.3           |
| Orton Waterville Ward          | 121.1             | 17.6           |
| Park Ward                      | 22.1              | 10.8           |
| Paston & Walton Ward           | 30.0              | 12.3           |
| Ravensthorpe Ward              | 38.1              | 11.3           |
| Stanground South Ward          | 32.7              | 7.2            |
| Werrington Ward                | 58.5              | 17.0           |
| West Ward                      | 93.2              | 25.9           |
| Wittering Ward                 | 549.2             | 17.1           |
| <b>Peterborough total</b>      | <b>3151.7</b>     | <b>9.2</b>     |

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## Appendix 3 - Complete List of Tree Species on Peterborough City Council's Database

| Common Name                 | Scientific Name                            | Totals | %           |
|-----------------------------|--------------------------------------------|--------|-------------|
| Maple                       | <i>Acer species</i>                        | 38     | 0.1%        |
| Field Maple                 | <i>Acer campestre</i>                      | 1509   | <b>3.7%</b> |
| Box Elder                   | <i>Acer negundo</i>                        | 49     | 0.1%        |
| Norway Maple                | <i>Acer platanoides</i>                    | 3243   | <b>8.0%</b> |
| Norway Maple                | <i>Acer platanoides 'Crimson King'</i>     | 107    | 0.3%        |
| Norway Maple                | <i>Acer platanoides Purple Variety</i>     | 53     | 0.1%        |
| Sycamore                    | <i>Acer pseudoplatanus</i>                 | 1714   | <b>4.2%</b> |
| Silver Maple                | <i>Acer saccharinum</i>                    | 274    | <b>0.7%</b> |
| Sugar Maple                 | <i>Acer saccharum</i>                      | 25     | 0.1%        |
| Horsse Chestnut             | <i>Aesculus hippocastanum</i>              | 1157   | <b>2.9%</b> |
| Red   Horse Chestnut        | <i>Aesculus x carnea</i>                   | 96     | 0.2%        |
| Tree of Heaven              | <i>Ailanthus altissima</i>                 | 59     | 0.1%        |
| Italian Alder               | <i>Alnus cordata</i>                       | 443    | <b>1.1%</b> |
| Alder                       | <i>Alnus glutinosa</i>                     | 327    | <b>0.8%</b> |
| Grey Alder                  | <i>Alnus incana</i>                        | 36     | 0.1%        |
| Snowy mespil                | <i>Amelanchier lamarckii</i>               | 63     | 0.2%        |
| Jacquemont's Birch          | <i>Betula jacquemontii</i>                 | 88     | 0.2%        |
| Paper Bark Birch            | <i>Betula papyrifera</i>                   | 38     | 0.1%        |
| Silver Birch                | <i>Betula pendula</i>                      | 1680   | <b>4.2%</b> |
| Silver Birch                | <i>Betula species</i>                      | 38     | 0.1%        |
| Himalayan Birch             | <i>Betula utilis</i>                       | 57     | 0.1%        |
| Hornbeam                    | <i>Carpinus betulus</i>                    | 645    | <b>1.6%</b> |
| Fastigate Hornbeam          | <i>Carpinus betulus 'Fastigiata'</i>       | 142    | 0.4%        |
| Sweet Chestnut              | <i>Castanea sativa</i>                     | 29     | 0.1%        |
| Blue Atlas Cedar            | <i>Cedrus atlantica glauca</i>             | 28     | 0.1%        |
| Lawson Cypress              | <i>Chamaecyparis (unknown)</i>             | 40     | 0.1%        |
| Lawson Cypress              | <i>Chamaecyparis lawsoniana</i>            | 137    | 0.3%        |
| Hazel                       | <i>Corylus avellana</i>                    | 57     | 0.1%        |
| Turkish                     | <i>Corylus colurna</i>                     | 73     | 0.2%        |
| Cotoneaster                 | <i>Cotoneaster 'Cornubia'</i>              | 48     | 0.1%        |
| Cotoneaster                 | <i>Cotoneaster species</i>                 | 40     | 0.1%        |
| Cockspur thorn              | <i>Crataegus crus-gallii</i>               | 98     | 0.2%        |
| Hawthorn                    | <i>Crataegus monogyna</i>                  | 1788   | <b>4.4%</b> |
| Broad Leaved Cockspur Thorn | <i>Crataegus X persimilis 'prunifolia'</i> | 38     | 0.1%        |
| Hawtorn Species             | <i>Crataegus species</i>                   | 138    | 0.3%        |
| Cypress                     | <i>Cupressus unknown species</i>           | 104    | 0.3%        |
| Leyland Cypress             | <i>Cupressocyparis leylandii</i>           | 285    | 0.7%        |
| Dead                        | <i>Dead</i>                                | 278    | 0.7%        |
| Beech                       | <i>Fagus sylvatica</i>                     | 274    | 0.7%        |
| Copper Beech                | <i>Fagus sylvatica purpurea</i>            | 80     | 0.2%        |
| Ash                         | <i>Fraxinus excelsior</i>                  | 3133   | <b>7.7%</b> |
| Mana Ash                    | <i>Fraxinus ornus</i>                      | 70     | 0.2%        |
| Narrow leafed Ash           | <i>Fraxinus oxycarpa</i>                   | 53     | 0.1%        |
| Raywood Ash                 | <i>Fraxinus oxycarpa Raywood</i>           | 51     | 0.1%        |
| Ash                         | <i>Fraxinus species</i>                    | 53     | 0.1%        |
| Ginkgo                      | <i>Ginkgo biloba</i>                       | 34     | 0.1%        |
| Hony locust                 | <i>Gleditsia triacanthos</i>               | 40     | 0.1%        |
| Holy                        | <i>Ilex aquifolium</i>                     | 126    | 0.3%        |
| Holy                        | <i>Ilex species</i>                        | 72     | 0.2%        |

## Appendix 3 - Complete List of Tree Species on Peterborough City Council's Database

| Common Name               | Scientific Name                       | Totals | %    |
|---------------------------|---------------------------------------|--------|------|
| Walnut                    | <i>Juglans regia</i>                  | 30     | 0.1% |
| Laburnum                  | <i>Laburnum anagyroides</i>           | 47     | 0.1% |
| European Larch            | <i>Larix decidua</i>                  | 28     | 0.1% |
| Liquid Ambar              | <i>Liquidambar styraciflua</i>        | 32     | 0.1% |
| Flowering Crab Apple      | <i>Malus baccata</i>                  | 21     | 0.1% |
| Flowering Crab Apple      | <i>Malus species</i>                  | 931    | 2.3% |
| Pillar Apple              | <i>Malus tschonoskii</i>              | 43     | 0.1% |
| Dawn Redwood              | <i>Metasequoia glyptostroboides</i>   | 26     | 0.1% |
| Austrian Pine             | <i>Pinus nigra</i>                    | 73     | 0.2% |
| Pine                      | <i>Pinus species</i>                  | 29     | 0.1% |
| Scots Pine                | <i>Pinus sylvestris</i>               | 187    | 0.5% |
| London plane              | <i>Platanus x hispanica</i>           | 1734   | 4.3% |
| White Poplar              | <i>Populus alba</i>                   | 187    | 0.5% |
| Black Poplar              | <i>Populus nigra</i>                  | 165    | 0.4% |
| Native Black poplar       | <i>Populus nigra 'Betulifolia'</i>    | 31     | 0.1% |
| Lombardy Poplar           | <i>Populus nigra 'Italica'</i>        | 109    | 0.3% |
| Poplar Species            | <i>Populus species</i>                | 97     | 0.2% |
| Aspen                     | <i>Populus tremula</i>                | 36     | 0.1% |
| Lombardy Poplar Cherry    | <i>Prunus 'Amanogawa'</i>             | 67     | 0.2% |
| Wild Cherry               | <i>Prunus avium</i>                   | 1946   | 4.8% |
|                           | <i>Prunus avium 'Plena'</i>           | 27     | 0.1% |
| Myobalan                  | <i>Prunus cerasifera</i>              | 125    | 0.3% |
| Purple Leafed Plum        | <i>Prunus cerasifera 'Pissardii'</i>  | 413    | 1.0% |
| Plum                      | <i>Prunus domestica</i>               | 196    | 0.5% |
| Japanese Flowering Cherry | <i>Prunus 'Kanzan'</i>                | 34     | 0.1% |
| Laurel                    | <i>Prunus laurocerasus</i>            | 29     | 0.1% |
| Bird Cherry               | <i>Prunus padus</i>                   | 101    | 0.2% |
|                           | <i>Prunus serrulata</i>               | 40     | 0.1% |
|                           | <i>Prunus species</i>                 | 1415   | 3.5% |
| Blackthorn                | <i>Prunus spinosa</i>                 | 46     | 0.1% |
| Calery Pear               | <i>Pyrus calleryana 'Chanticleer'</i> | 204    | 0.5% |
|                           | <i>Pyrus species</i>                  | 35     | 0.1% |
| Pedunculate Oak           | <i>Quercus robur</i>                  | 814    | 2.0% |
| Red Oak                   | <i>Quercus rubra</i>                  | 48     | 0.1% |
| Accaia                    | <i>Robinia pseudoacacia</i>           | 218    | 0.5% |
|                           | <i>Robinia species</i>                | 27     | 0.1% |
| White Willow              | <i>Salix alba</i>                     | 497    | 1.2% |
| Weeping Woillow           | <i>Salix babylonica</i>               | 26     | 0.1% |
| Goat Willow               | <i>Salix caprea</i>                   | 66     | 0.2% |
| Crack Willow              | <i>Salix fragilis</i>                 | 259    | 0.6% |
| Willow Species            | <i>Salix species</i>                  | 162    | 0.4% |
| Golden Weeping Willow     | <i>Salix x chrysocoma</i>             | 143    | 0.4% |
| Elder                     | <i>Sambucus nigra</i>                 | 192    | 0.5% |
| Whitebeam                 | <i>Sorbus aria</i>                    | 1124   | 2.8% |
| Whitebeam                 | <i>Sorbus aria 'Lutescens'</i>        | 22     | 0.1% |
| Rowan                     | <i>Sorbus aucuparia</i>               | 1337   | 3.3% |
| Swedish White Beam        | <i>Sorbus intermedia</i>              | 949    | 2.3% |
| Sorbus Species            | <i>Sorbus species</i>                 | 225    | 0.6% |
| Bastard Servic Tree       | <i>Sorbus x thuringiaca</i>           | 66     | 0.2% |

## Appendix 3 - Complete List of Tree Species on Peterborough City Council's Database

| Common Name       | Scientific Name                           | Totals       | %             |
|-------------------|-------------------------------------------|--------------|---------------|
|                   | <i>'Species not in list'</i>              | 27           | 0.1%          |
|                   | <i>'Species not known'</i>                | 77           | 0.2%          |
| Lilac             | <i>Syringa vulgaris</i>                   | 21           | 0.1%          |
| Yew               | <i>Taxus baccata</i>                      | 366          | 0.9%          |
| Small Leafed Lime | <i>Tilia cordata</i>                      | 1365         | 3.4%          |
| Large Leafed Lime | <i>Tilia platyphyllos</i>                 | 68           | 0.2%          |
| Lime              | <i>Tilia species</i>                      | 89           | 0.2%          |
| Caucasian Lime    | <i>Tilia x euchlora</i>                   | 61           | 0.2%          |
| Common Lime       | <i>Tilia x europaea</i>                   | 2566         | <b>6.3%</b>   |
|                   | <i>Tilia x europaea 'Pallida'</i>         | 39           | 0.1%          |
| Common Elm        | <i>Ulmus procera</i>                      | 64           | 0.2%          |
| Elm               | <i>Ulmus species</i>                      | 121          | 0.3%          |
|                   | <i>Unknown Species - Broadleaf</i>        | 52           | 0.1%          |
|                   |                                           | <b>39638</b> |               |
|                   |                                           |              |               |
|                   |                                           |              |               |
|                   | <i>'Suitable locations for new trees'</i> | 809          | 2.0%          |
| <b>Species</b>    | <b>Number of trees</b>                    | <b>%</b>     | <b>Origin</b> |
| Norway Maple      | 3243                                      | 8.0%         | Introduced    |
| Ash               | 3133                                      | 7.7%         | Native        |
| Common Lime       | 2566                                      | 6.3%         | Introduced    |
| Wild Cherry       | 1946                                      | 4.8%         | Native        |
| Hawthorn          | 1788                                      | 4.4%         | Native        |
| London plane      | 1734                                      | 4.3%         | Hybrid Origin |
| Sycamore          | 1714                                      | 4.2%         | Introduced    |
| Silver Birch      | 1680                                      | 4.2%         | Native        |
| Acer campestre    | 1509                                      | 3.7%         | Native        |
| Horse Chestnut    | 1157                                      | 2.9%         | Introduced    |

| <b>Species</b> | <b>Number of trees</b> | <b>%</b> | <b>Origin</b> |
|----------------|------------------------|----------|---------------|
| Norway Maple   | 3243                   | 8.0%     | Introduced    |
| Ash            | 3133                   | 7.7%     | Native        |
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| Sycamore       | 1714                   | 4.2%     | Introduced    |
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| Horse Chestnut | 1157                   | 2.9%     | Introduced    |

## Tree Risk Management Plan

Enterprise Peterborough  
Nursery Lane  
Fengate  
Peterborough  
PE1 5BG



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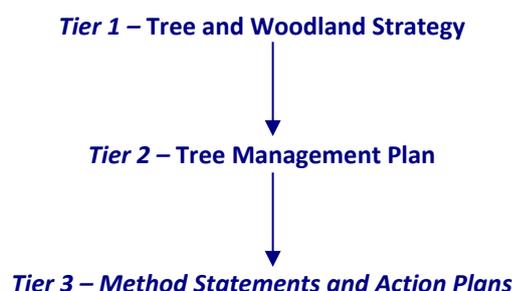
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| Document control |                     |                         |
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| β draft          | 2012 11 29 1500 TMP |                         |
| γ draft          |                     |                         |
| Final release    |                     |                         |



## 1. Introduction

1. This **Tree Risk Management Plan** (the Plan) supports Peterborough City Council's (PCC) adopted **Tree and Woodland Strategy** (TWS) and is integral to the sustainable management of the wide range of trees and woods managed by Amey in Peterborough (AP). In hierarchical terms the relationship between the documents is as follows:



2. This document has been revised to include updated strategies and method statements.
2. There was no credible historic data available for the vast majority of the tree stock that is managed by AMEY. That knowledge gap means that:
  - there is no understanding of the risks to citizens or visitors posed by the tree stock
  - there is no understanding of the risks to property posed by the tree stock
  - it is not possible to limit the Council's tree-related liabilities
  - it is not possible to accurately budget for the provision of tree services
  - there is no programme of tree works
  - there are limited records of works that may have been carried out
3. The Plan has been developed to address the knowledge gap in a considered and systematic way and to allow for realistic and rational plans to be made for the provision of a sustainable tree service, and for accurate records to be made that relate to the existing tree stock, and any works that may be carried out to those trees and the reasons for those works.

## 1. The abridged legal background

1. The TWS refers to the comprehensive and dynamic legislative framework under which tree management in the public realm must be delivered.
2. This Plan is AMEY's statement of their duty of care under the broad range of legislation and case law affecting trees, people and property, and in particular a response to the publication in 2007 of the **Health and Safety Executive's** (HSE) Sector Information Minute **Management of the risk from falling trees (SIM 01/2007/05)**.
3. When an occupier fails to meet the requirements of their duty of care, which subsequently results in reasonably foreseeable harm or damage to persons, animals, or property, it is likely to be construed that the occupier has been negligent. This may be either by their action (for example using a person without sufficient skill to survey trees, by undertaking incompetent pruning, or by destabilising a tree by root severance) or by their omission (for example by a failure to inspect trees on a reasonable cycle or the failure to carry out prescribed remedial actions).

*The person responsible for a tree is expected to take reasonable care to avoid acts or omissions, which could reasonably be foreseen to be likely to cause harm. This person is deemed to be*



*whomever has sufficient control over the land to appreciate the extent of any dangers and to take any actions.*

*(Mynors, 2002:25)*

4. As part of their carrying out of undertakings, or control of premises, including public spaces, employers have a duty of care under the **Health and Safety at Work etc. Act 1974** (HSW Act). In particular there is a duty to do what is reasonably practicable to ensure that they and other people are not exposed to risk. Section 3 of the Act confirms that an employer cannot pass on their legal duty by way of a contract to third parties.
5. The **Management of Health and Safety at Work Regulations 1999** (MHSWR) require a risk assessment to be carried out to identify the nature and level of the risks associated with the works and associated operations. Regulation 3.1 states:

*1. Every employer shall make a suitable and sufficient assessment of:*

- a. the risks to the health and safety of his employees to which they are exposed whilst they are at work; and*
- b. the risks to the health and safety of persons not in his employment arising out or in connection with the conduct by him of his undertakings.*

*(Cited in Health and Safety Executive 2000:4)*

6. The MHSWR affect all parts of the tree management process, though in the context of this Plan they apply most particularly to the undertaking of tree inspection on a reasonable cycle and the completion of the necessary remediation work.
7. Under **The Occupiers Liability Act 1957** AMEY, as the occupier, owes a duty of care to all visitors to ensure that their visit is reasonably safe. Trespassers are protected under **The Occupiers Liability Act 1984** from the risks that the occupier is aware of. Consideration, therefore, is needed to be given to any known tree-related risks and the actions necessary to reduce or remove them.
8. Other legislation requiring positive action in response to health and safety concerns includes the **Highways Act 1980**. The Government has, for at least three decades, published advice on the inspection and care of trees:

*The Secretaries of State wish to draw . . . attention **once again** to the need for regular inspection of roadside trees in order that any considered to be a danger to road users can be made safe or felled.*

*(DOE, 1973:2)*

9. Collectively, street trees and trees within falling distance of the highway (including those outside the ownership and direct control of the highway authority and so potentially some AMEY-managed trees) are classed as highway trees. The highway authority is responsible for ensuring that highway trees do not endanger the highway and its users. Recommendations in **Well-maintained Highways, Code of Practice for Highway Maintenance Management** include R9.3:

*Highway safety inspections should include highway trees . . . Inspectors should take note of any encroachment or visible obstruction and any obvious damage, . . . a sAmeyarate programme of tree inspections should be undertaken by arboricultural advisors*

*(Roads Liaison Group, 2005:119)*



10. Statute law has been reinforced, clarified and extended through legal precedent in common law. Precedents from neighbour conflicts dating back to the 1790's are still relevant, however it is some more recent cases which are particularly germane to the management of trees in the public realm. In **Chapman – v – Barking and Dagenham LBC** (1997) there was a clear failure to inspect. Judge Viscount Colville of Culross QC stated:

*I am satisfied that, despite all encouragement and advice both from external sources and to some extent from their own officers, the defendant Council did not at any relevant time appreciate the distinction between making lists of trees and routine maintenance, as opposed to systematic expert inspection as often as would be reasonably required. I find that no such inspections were ever made, that it was a clear duty on the defendants to make them, and that they have failed in that duty.*

*(cited in Mynors, 2002:150)*

11. The need to use a suitably trained, experienced and/or qualified tree inspector was at the core of **Poll – v – Bartholomew and Bartholomew** (2006) when the claimant successfully sued the landowners for negligence. The judgement also recognised that there are varying levels of skill in inspectors and it is the employers' duty to ensure that they employ a competent person at the appropriate skill level, re-asserted in **Atkin – v – Scott** (2008).
12. **Edwards – v – National Coal Board** (1949) provided a general precedence of what is reasonably practicable. Lord Justice Asquith in his summing up narrowed the interpretation of this to:

*'Reasonably practicable' is a narrower term than 'physically possible' . . . a computation must be made by the owner in which the quantum of risk is placed on one scale and the sacrifice involved in the measures necessary for averting the risk (whether in money, time or trouble) is placed in the other, and that, if it be shown that there is a gross disproportion between them – the risk being insignificant in relation to the sacrifice – the defendants discharge the onus on them.*

*(LJ Asquith, cited on hse.gov.uk)*

13. In 1999, a tree failed in Birmingham, killing three people; the City Council was successfully prosecuted for their failure to comply with the HSW Act, Section 3, Sub Section 1 (**Crown – v – Birmingham City Council**, 2002). An Improvement Notice was served as part of the proceedings, requiring the council to;
1. improve its systems to provide suitable and sufficient routine inspection, including identifying all trees and woodland, and
  2. procure competent advisors as necessary, and
  3. carry out and record necessary remedial actions.

Other incidents have resulted in similar Improvement Notices and requirements.

14. In December 2011 the **National Tree Safety Group** published **Common sense risk management of trees** which in Chapter 3 **What the law says** provides a summary of covers the law in respect of an owner's liabilities for injury to others caused by the fall of a tree or branch.
15. On 30 June 2011 a branch failed in a recreation ground in Yaxley killing a teenager sitting on a bench: in November 2012 the family reached an out-of-court settlement with Yaxley Parish Council which was responsible for the tree.



## 2. Tree Risk Management Plan structure

1. The Plan is presented in three sections, dealing with:
  - data capture
  - the tree service
  - the range of actions that will be followed

## 2. Data capture

### 1. The scope of the survey

1. As has been stated in **1.2** above there was no credible historical data available for the vast majority of the tree stock that is managed by AMEY.
2. In order to meet their duty of care under the tree-related legislation and case law, and especially the guidance on the standard of risk management of trees as rehearsed in SIM 01/2007/05, AMEY will carry out a systematic and thorough inventory survey of all the trees under their control.
3. During that survey and in the course of their normal activity, AMEY will record any obvious defects of those trees that are within falling distance of the highway.
4. The survey will be cyclical: the first cycle will create a complete inventory of all trees over 75 mm diameter at 1.5m above ground level and all planted trees:
  1. free-standing individuals will be plotted as individual data points,
  2. the extent of groups will be plotted by reference to the group's drip-line,
  3. in groups, there may be individual trees that stand out for whatever reason (e.g. age, species, condition etc.) and they may be plotted within the outline of the group as an individual data point.
5. The first cycle of the survey will be carried out according to geography: the surveyors will move systematically from ward to ward this program of wards has been selected based on historical records of public and Councillor enquiries
6. The timing of the second survey will be evidence lead and will depend upon the particular information about each individual tree that the surveyors capture during the first cycle of the survey.
7. The timing of subsequent surveys will continue to be evidence lead and will depend upon the particular information about each individual tree that the surveyors capture during their assessments.
8. The surveyors will develop a number of survey cycles depending upon, for example, tree health and condition, or the proximity of targets. Those cycles will be determined by the parameter that the surveyor has identified as requiring to be re-surveyed and might take seasonality into account (when looking at the quality of the crown or the tree's architecture or the presence of fungal fruiting bodies for example) or might simply be an annual re-survey to record any changes to the tree or its surroundings.
9. The period between surveys of individual trees will be determined by the surveyors: the maximum period between re-surveys will not exceed 60 months.



## 2. The extent of the survey

1. The inventory will include following, as defined in the TWS:
  - street trees
  - trees in parks and open spaces
  - trees in some, but not all, schools
  - trees in woodlands
  - trees in the urban woods
  - village and rural trees
  - trees on other sites
  - Landmark Trees
2. Trees on housing land previously owned by PCC are typically the responsibility of Cross Keys Homes and so are outside the scope of The Plan.

## 3. The survey software

1. There are a number of computerised tree management database tools available from UK software houses: all are equally worthy and all are capable of providing an organised means of capturing tree-related data and geo-spatial references, plotting the point data upon a map and allowing that data to be sorted, organised and manipulated in a variety of ways.
2. **Ezytreev** from RA Information Systems ([www.ezytreev.com](http://www.ezytreev.com)) was selected to manage the tree data which will be stored, updated within 5 working days and available for Peterborough City Council client access via a web portal.

## 4. The data to be captured

1. Two sorts of data will be captured and recorded for subsequent manipulation:
  1. **quantitative** data such as species, stem diameter, crown spread, height, date of inspection, date of re-inspection, the frequency of use of the target influenced by the tree, and
  2. **qualitative** data including an assessment of the tree's health, it's condition, the hazard it may pose, the target exposed to that hazard.
2. The data to be recorded may include numerical, textual, spatial or pictorial information: the data may be recorded in full or in abbreviated form as an agreed code.
3. One key piece of data that will be recorded for each and every tree will be the date of the next inspection: completion of this field will provide AMEY with the management information required to develop the programme for the second and subsequent surveys, see **2.2** above.

## 5. Tree risk assessment

1. There are a number of generally accepted protocols for assessing the risk that a tree may pose to adjacent targets, including but not limited to:
  - **Evaluation of Hazard Trees in Urban Areas**, Matheny and Clark 1994
  - **Hazards from Trees – A General Guide**, Forestry Commission, 2000
  - **Quantified Tree Risk Assessment**, Ellison, 1998
  - **Professional Tree Inspection**, Lantra, 2006
  - **Tree Hazard: Risk Evaluation and Treatment System**, Forbes-Laird, 2010



- **Visual Tree Assessment**, Mattheck and Breloer, 1994
2. Of the protocols listed above some are in the public domain as published papers or works of reference, others can only be accessed and used following attendance at a recognised training event.
  3. The protocol that has been adopted for the Plan is the **Tree Hazard: Risk Evaluation and Treatment System** (THREATS) developed by an Arboricultural Association Registered Consultant, Julian Forbes-Laird, [www.flac.uk.com](http://www.flac.uk.com)
  4. The THREATS **Guidance Note** is available at no direct cost as a download from the Forbes-Laird Arboricultural Consultancy web site, <http://tinyurl.com/7pfwurm>: AMEY will use the abridged version of THREATS that is embedded within ezytreev in what is described in the Guidance Note as “a compressed form to evaluate risk as part of larger scale tree surveys”.
  5. The first cycle of the survey regime will vary from the protocol established in THREATS in one significant detail: because there is no antecedent data from which to determine survey priorities the survey will proceed on a geographic basis, not on the perceived level of hazard (which will remain unknown until the survey has been undertaken).
  6. During the first cycle of the survey regime each individual tree and certain individual trees in the woodlands and urban woodlands will be assessed according to THREATS and the **Risk Evaluation Sum** will be calculated and recorded.
  7. The Risk Evaluation Sum will be used to determine the priority for second and subsequent survey regimes.

## 6. Tree value assessment

1. The **Forest Research** publication from April 2011 **Research Note 008 Street tree valuation systems** <http://tinyurl.com/7j9hftu> refers to three generally recognised methods for assessing the value that may be afforded to a tree:
  - **Capital Asset Value for Amenity Trees** (2007 Christopher Neilan, United Kingdom, <http://tinyurl.com/82bamct>)
  - **Visual Amenity Valuation of Trees and Woodlands (The Helliwell System 2008)** (2008 Rodney Helliwell, United Kingdom, <http://tinyurl.com/84yexfz>)
  - **iTree** (2006 USDA Forest Service, United States of America, [www.itreetools.org](http://www.itreetools.org))
2. In addition, over the last 50 years, the **Council of Tree and Landscape Appraisers** (CTLA) has developed an approach to tree valuation that is based on internationally recognised valuation principles.
3. **Capital Asset Value for Amenity Trees** (CAVAT) has been adopted as the preferred tree value assessment tool for The Plan; AMEY will use the abridged version of CAVAT that is embedded within ezytreev.
4. CAVAT is available as a download at no direct cost from the **London Tree Officers' Association** web site, <http://tinyurl.com/82bamct>
5. During the first cycle of the survey regime CAVAT *will not* be routinely applied: the imperative will be to generate the Risk Evaluation Sum under THREATS in order to determine the priority for tree works and future survey regimes.
6. During the first cycle of the survey regime CAVAT may be applied in certain situations, particularly where a tree that is intuitively considered to be of high value or benefit has been surveyed and found to be in need of removal or remedial works which might affect the tree's appearance or perceived value or benefit.



## 7. The tree surveyors

1. The tree survey will be undertaken by suitably trained, qualified and experienced AMEY staff. Typical minimum arboricultural qualifications awarded under the **National Qualifications Framework** would include the NVQ/SVQ Level 3 in Treework, the AA/ABC Awards Technician's Certificate in Arboriculture, the EAC European Tree Technician, or a National Award or Diploma (depending upon the syllabus), or their successors under the **Qualifications and Credit Framework**.
2. In addition, the AMEY tree surveyors would have completed the Lantra Awards Professional Tree Inspection course.
3. The requirement will be that a surveyor is able to demonstrate their competence in the recognition of tree species, diseases, defects and signs of debility, and the consequences of those symptoms. On-going training will be made available as required in order to maintain the currency of the surveyors' arboricultural knowledge.
4. In addition, a surveyor will be able to demonstrate:
  1. understanding of and competence in the use of ezytreev in the field.
  2. understanding of and competence in the implementation of THREATS to a consistent standard in the field, and
  3. understanding of and consistent implementation of CAVAT in the field, and
5. It will be the surveyor's responsibility to acknowledge their own limitations in both knowledge and understanding to ensure that they do not attempt to sign off a survey for which they are not suitably and sufficiently qualified. The surveyor will be encouraged to refer those trees for a second opinion, including a recommendation for a more detailed inspection, including the use of decay detection devices such as the resistograph or sonic tomograph, should the surveyor determine that to be necessary.

## 8. The delivery of the survey

1. The survey delivery will conform to the **Arboricultural Inspection Method Statement** which is annexed to The Plan.

### 1. The cyclical survey regime

1. Currently there is no credible data available for the vast majority of the tree stock that is managed by AMEY. The first cycle of the survey regime will provide:
  1. a complete inventory of all the individual trees over 75 mm diameter at 1.5m above ground level and all planted trees, and
  2. an inventory of the woodlands and shelterbelts, in general by group or area rather than by individual tree, and
  3. an assessment of tree health and condition against the parameters of the abridged version of THREATS that is embedded within ezytreev, and
  4. an evidence-lead programme of re-surveys and more detailed tree inspections derived from the parameters recorded to generate the Risk Evaluation Sum using THREATS as embedded within ezytreev, and
  5. an evidence-lead programme of tree works by priority derived from the parameters recorded to generate that Risk Evaluation Sum.



2. The obligations and responsibilities of AMEY and PCC for the inspection of highway trees, as defined in **1.1.9** above, are set out in paragraph 22.12 of the **Notification of Change**.
3. The first cycle of the survey regime will be complete by no later than 31 July 2015.
4. Those outputs will generate the management information required by AMEY to:
  1. determine the appropriate resource profile for the tree service, and
  2. determine the appropriate budget for the tree service, and
  3. deliver sustainable tree management in an even and consistent way that can withstand scrutiny and audit, and
  4. create suitable reporting templates, and
  5. finesse the parameters of the data that is being captured.
5. It has been decided to base the first cycle of the survey regime upon geography, to start with Central Park and Itter Park and then adopt the following route across the electoral wards:
  1. Bretton North
  2. Orton Longueville
  3. Orton Waterville
  4. Central
  5. Ravensthorpe
  6. Dogsthorpe
  7. Werrington North
  8. West
  9. Werrington South
  10. East
  11. Bretton South
  12. Park
  13. Fletton and Woodston
  14. Stanground Central
  15. Paston
  16. Glington and Wittering
  17. Walton
  18. Eye and Thorney
  19. Stanground East
  20. Barnack
  21. Newborough
  22. Orton with Hampton
  23. North
  24. Northborough
6. The proposed route does not follow a clear and ordered geographic route but is a response to the number of tree-related enquiries that have been received by AMEY.
7. This survey route has been amended based on further enquiries from residents, Councillors and from finding of those enquiries by Amey staff from the tree services team.
7. The progress of the survey will be publicised on both the PCC and AMEY web sites.



## 2. *Ad hoc* inspections outside the survey regime

1. In addition to the programmed first cycle of the survey regime there will be occasions when *ad hoc* inspections of specific trees or tree groups are required in response to an enquiry. During these inspections the surveyors will apply, in their abridged forms as embedded in the ezytreev software,
  1. THREATS, and
  2. CAVAT
2. The outputs from the *ad hoc* surveys will therefore provide the opportunity to balance the need for work, as derived from the application of the embedded THREATS protocol, with an indication of the value of the tree, as derived from the application of the embedded CAVAT.

## 9. Monitoring the survey

1. For the monitoring of the implementation of the survey to be adequate then AMEY will need to put procedures in place to demonstrate that each of the following have been met and any agreed benchmarks and or milestones have been achieved, and if they have not then what control measures will be put in place:
  1. the scope of the survey has been met: either the following are true or they are not:
    - all free-standing individuals have been plotted as individual data points,
    - all groups will have been plotted by reference to their drip-line,
    - the noteworthy individuals in groups have been plotted within the outline of the group as an individual data point.
  2. the extent of the survey has been met: either the complete set of data has been captured for each tree under AMEY's control, of these areas or it has not:
    - street trees (and highway trees, see [2.1.9](#))
    - trees in parks and open spaces
    - trees in some, but not all, schools
    - trees in woodlands
    - trees in the urban woods
    - village and rural trees
    - trees on other sites
    - Landmark Trees
  3. all the required data fields have been completed:
    - quantitative data is likely to be recorded from a sequence of drop down menus and so should be consistently presented,
    - qualitative data may be recorded as free text that may require editing before it can be used, editing may give the opportunity to a suitably qualified and experienced arboriculturist to verify the data
  4. the embedded version of THREATS has been consistently applied, across time, geography and the team:
    - the use of a suitably qualified and experienced arboriculturist to lead the analysis and comparison of the data captured by the team will help the team move toward a common vocabulary of risk and a shared understanding of the interpretation of the THREATS protocol
  5. the embedded version of CAVAT has been consistently applied, across time, geography and the team:



- as for risk assessment, the leadership of a suitably qualified and experienced arboriculturist will help the team move toward a common vocabulary of value and a shared understanding of the interpretation of the CAVAT protocol

## 10. Discharging the duty of care

1. The SIM 01/2007/05 states, at paragraph 3:

*Employers, persons carrying out undertakings or in control of premises all have duties under the HSW Act. In particular, there is the duty to do all that is reasonably practicable to ensure that people are not exposed to risk to their health and safety. Doing all that is reasonably practicable does **not** mean that all trees have to be individually examined on a regular basis. A decision has to be taken on what is reasonable in the circumstances and this will include consideration of the risks to which people may be exposed.*

2. The SIM 01/2007/05 continues, at paragraph 5:

*In addition to duties under the HSW Act there are a number of reasons why . . . duty holders . . . may want to manage their tree stocks, for example responsibilities under other legislation and the risk of civil liabilities to:*

- *reduce the risk of property damage from subsidence;*
- *maintain stocks to preserve their amenity, conservation, and environmental value;*
- *prevent personal injury through trips and falls on footways disturbed by tree roots; and*
- *prevent vehicle damage and personal injury from obscured sightlines on the highway.*

***For these and other reasons, some duty holders may undertake inspection of trees in a manner well beyond the reasonably practicable requirements of the HSW Act.***

3. The SIM 01/2007/05 continues, at paragraph 7:

*Individual tree inspection should only be necessary in specific circumstances, for example where a particular tree is in a place frequently visited by the public, has been identified as having structural faults that are likely to make it unstable, but a decision has been made to retain it with these faults.*

4. It is clear therefore that the knowledge gap dictates that the first cycle of the survey regime shall generate a complete inventory of tree-related data, something that SIM 01/2007/05 would describe as

***inspection of trees in a manner well beyond the reasonably practicable requirements of the HSW Act.***

5. It is also clear therefore that by adopting and fully implementing the stAmeys described in **2. Data capture** above AMEY will be able to discharge their duty of care under the broad range of legislation and case law affecting trees, people and property.



### 3. The tree service

#### 1. The profile of the tree service

1. AMEY will determine the appropriate structure for of the tree service required to deliver the Plan, and the authority, competence and responsibilities of the individuals in that structure. The appropriate level of resource will be kept under constant review by AMEY.
2. Analysis of the survey data will lead to the development of a tree work programme; the most appropriate means to deliver the programme will be agreed between AMEY and PCC.

#### 2. The budget

1. AMEY will deliver the tree service through existing budgets allocated to them via PCC. In addition to the resources allocated at the commencement of the contract extra budget was allocated in the **Medium Term Financial Strategy** for years 2012 to 2017.
2. The indicative costs of the common range of tree service tasks or services will be used to plot how to draw down the available budget.
3. For operational reasons it is likely that some of the works that are identified by the survey will be brought forward and completed in advance of the recommended date because of the need to use the overall budget wisely and to consolidate service delivery within particular areas at given times.

#### 3. Sustainable tree management

1. The Plan seeks to help to deliver PCC's commitment to protect, plant and maintain the trees and woodland within its authority. Sustainable systems of management will be promoted that will aim to:
  - maintain or enhance the tree population
  - facilitate the removal of dangerous or potentially hazardous trees
  - promote biodiversity and conserve the tree/woodland eco-system
  - conserve veteran trees with significant ecological, historical and amenity value
  - establish a tree population with a balanced diversity of age class
  - optimize the use of timber and other products of tree management
2. Records of tree management decisions that were based on high quality management information will help to deliver tree care in an even and consistent way that can withstand public scrutiny and audit.

#### 4. Management information

1. The summary of the recommendations in SIM 01/2007/05 is that the tree manager in the public realm, as the duty holder, should have the following management information:
  1. an overall assessment of risks from trees to enable the risks associated with tree stocks to be prioritised, and to help identify any checks or inspections that may be needed,
  2. a system for periodic checks, to involve a quick visual check for obvious signs that a tree is likely to be unstable to be carried out by a person with a working knowledge of trees and their defects, but who need not be an arboriculturist,
  3. a record of when an individual tree has been checked or inspected with details of any defects found and action taken,



4. a procedure to obtain specialist assistance when a check reveals defects beyond the experience and knowledge of the person carrying out the check,
  5. a system to enable people to report damage to trees and to trigger checks following potentially damaging activities, such as work by the utilities in the vicinity of trees or severe gales,
  6. specific assessments for those trees that the duty holder wishes to retain, despite the presence of serious structural faults,
  7. an action plan to manage the risk that has been identified by a check, without unnecessarily felling or pruning trees,
  8. a register of individual trees that require more detailed inspection because, for example, they have structural faults that are likely to make them unstable and a decision has been made to retain the tree with these faults in close proximity to targets,
  9. a monitoring regime to ensure that the arrangements are fully implemented.
2. As one of the leading tree management database systems the developers of ezytreev have ensured that the available fields and the software architecture have been designed to meet the recommendations of SIM 01/2007/05.

## 5. Reports

1. Data capture is predicated upon the available fields and the software architecture of ezytreev.
2. Once the data has been recorded ezytreev allows it to be interrogated in a variety of ways and for high quality management information to be generated in a number of formats that will be suitable for a wide variety of purposes.
3. Typical reports that will be generated will include:
  1. the progress of the survey, both within each electoral ward and also across Peterborough,
  2. an analysis of the enquiries that have been received, for example how many over what period, what type (emergency, 20 day etc), Location
  3. the prescriptions for work as generated by the survey,
  4. the delivery of the tree work programme generated by the survey,
  5. and so on.
4. The progress of the tree work programme will be publicised on both the PCC and AMEY web sites, updates may be shared using social media.

## 6. Finessing the survey

1. It is to be expected that as the survey proceeds the surveyors and the tree service will want to make changes to the data that is recorded, or the way in which it is recorded.



## 4. Tree management

1. AMEY will follow two broad principles when considering what tree management action is appropriate in each circumstance, be that as part of planned works or an emergency response:
  1. appropriate action will be taken to minimise a clear and foreseeable threat to the personal safety of residents or visitors, or of harm to property, which is directly related to the condition of, or presence of, an AMEY-managed tree, and
  2. early intervention will be preferred to prevent everyday arboricultural situations from developing into a hazard that is difficult or unreasonably expensive to control.
2. AMEY will not take action against normal, routine, seasonal household maintenance tasks which property owners are expected to carry out, for example
  1. the clearing of leaves from gutters and pathways, or
  2. the weeding of self-set seedlings from the property
3. The general presumption will be that tree pruning will provide the preferred option of a sustainable solution; however in some circumstances tree removal may be the only option.
4. The appropriate response in each circumstance will be determined by the particular facts, however an analysis of the previous decisions that have been taken, each one based on high quality management information, will help to deliver tree care in an even and consistent way that can withstand public scrutiny and audit.

## 1. The two broad principles

### 1. An obvious defect

1. For example, where there is a concern that at some time in the future large limb failure may occur
  1. pruning will be the preferred option to provide a sustainable solution to address an asymmetric or disfigured profile, a limb might be reduced or removed for example, or the complete crown managed, or the target moved away from the hazard; or,
  2. the premature removal of the tree may be the only realistic option in order to mitigate the risk.
2. A second example might be when there is a concern that root growth will cause a trip hazard to be created then:
  1. root pruning will be the preferred option to reduce that risk; however,
  2. where there is a real risk that a trip hazard might develop because of tree roots underneath a footpath or car park surface then the intention will be to intervene early and take decisive action, for example to remove the tree that is giving rise to the concern.
3. Threats that arise that are an indirect consequence of the presence of the tree (including for example slippery leaves on the pavement in autumn, or seasonal fruit fall) will only be dealt with in extraordinary circumstances and when AMEY considers that no other option is available.

### 2. Early intervention

1. As a consequence of cyclical maintenance as part of planned works Amey will seek to ensure that:



1. adequate overhead clearance is maintained for an adopted highway: 2.4 m is generally considered adequate for pedestrians, 5.2 m may be required for double-decker buses for example,
  2. forward visibility of the full face of road signs is maintained,
  3. street furniture remains unobstructed by Amey-managed trees,
  4. trees under their management do not prevent street lamps from illuminating the highway (the purpose of street lamps is to illuminate the public highway; where there is adequate illumination of the highway Amey **will not** normally take action to improve the levels of illumination for an adjacent property).
2. In general a pruning regime will be the preferred option to manage obstruction; however premature tree removal may be the only realistic option available to AMEY.

### 3. A range of circumstances

#### 7. Wildlife

1. Trees have co-evolved and co-exist in the wild with a wide range of wildlife, including insects and birds: in general AMEY will take no action to try to resolve the possible conflicts that may arise because of wildlife as it is most likely that tree pruning or removal will simply displace the problem, it will not provide a sustainable solution. For example:
  1. trees provide a source of food, or shelter for birds to nest or roost; in consequence bird-droppings may become a local problem. However, pruning will be unlikely to provide a solution as the birds will continue to sit on the remaining branches of the tree,
  2. all trees change with the passing seasons and they will bear pollen, petals, fruit, seed, leaves or needles which will simply drop, uncontrolled, to the ground or be carried freely on the wind. AMEY will not consider action to alleviate the problems that may arise as the clearance of these arisings is considered to be part of the routine, seasonal property maintenance that householders are expected to carry out,
  3. honeydew is an excretion from aphids and other plant sucking insects, it is a sticky dAmeyosit, an almost pure sugar solution, similar to the plant sap from which it is derived. Honeydew can not readily be controlled by pruning and the cleaning of affected surfaces should be considered to be routine maintenance
2. In contract, grey squirrels are considered to be destructive and opportunistic and are very well adapted to exploit both urban and suburban habitats. They strip the bark of thin barked trees, and bury fruits, nuts and seeds often destroying the seed's growth-point before it is buried. They can easily access buildings and they may take up residence: they may gnaw through electrical wiring, lead or plastic pipe, roof timbers or felt.
3. AMEY will be prAmeyared to consider pruning trees to provide a clearance of 2 to 3m from buildings to deter squirrels, but will not consider felling trees to displace squirrels as this will not provide a sustainable solution.

### 4. Trees and buildings

1. As a consequence of cyclical maintenance AMEY will seek to ensure that adequate clearance is maintained between an AMEY-managed tree and adjacent buildings, in order to prevent abrasion damage to either.
2. In certain areas of Peterborough there may be
  1. residents' requests for mitigation where tree-related damage to low-rise structures has been alleged, or
  2. insurance claims where subsidence has allegedly occurred as a consequence of an AMEY-managed tree.



The appropriate response in each circumstance will be determined by the particular facts,

## Streets and public highways

Threats that arise that are an indirect consequence of the presence of the tree (including for example slippery leaves on the pavement in autumn, or seasonal fruit fall) will only be dealt with in extraordinary circumstances and when AMEY considers that no other option is available.

## Review

This document will be reviewed every 2 years by the partner Amey and Peterborough City Council.



## 5. Abbreviations and references

### 1. Abbreviations

|                |   |                                                                     |
|----------------|---|---------------------------------------------------------------------|
| CAVAT          | = | Capital Asset Value for Amenity Trees                               |
| AMEY           | = | Enterprise Peterborough                                             |
| HSE            | = | Health and Safety Executive                                         |
| HSW Act        | = | Health and Safety at Work etc. Act 1974                             |
| MHSWR          | = | Management of Health and Safety at Work Regulations 1999            |
| PCC            | = | Peterborough City Council                                           |
| SIM 01/2007/05 | = | Sector Information Minute Management of the risk from falling trees |
| The Plan       | = | Tree Risk Management Plan                                           |
| The TWS        | = | Tree and Woodland Strategy                                          |
| THREATS        | = | Tree Hazard: Risk Evaluation and Treatment System                   |

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## Appendix B5 - The Right Tree In the Right Place Framework

- Landscape Impact**
- Consider the existing use of the space and question whether the presence of trees would be a positive addition.
  - Identify the landscape type and what constraints this will place on the selection of species.
  - Examine existing habitats so as to assess their compatibility with additional trees and woodlands and therefore the latter's ability to add value.
  - Establish the history of tree cover to determine whether new additions would be appropriate.
- Site Constraint**
- Maintain local distinctiveness.
  - Assess the impact of planting on vistas.
  - Consider the presence of underground and overhead services.
  - Meet the statutory safety requirements of access for pedestrians and vehicles.
  - Assess impact on the nearest buildings to be sure that future potential problems can be minimised, particularly subsidence.
  - Prioritise sites in relation to where greatest public benefit can be realised.
- Species Consideration**
- Select species known to thrive on the soil type, its compaction, nutrients and available water.
  - Consider space available relative to size of tree at maturity unless the tree is destined for controlled management such as coppicing or pollarding.
  - Select the largest growing species the site will reasonably accommodate.
  - Consider use of natural regeneration where appropriate.
  - Where possible use native species.
  - Maintain diversity within the tree population planting no more than 10% of any species, 20% of any genus and 30% of any plant family.
  - Consider the species' tolerance to disease and wind damage.
  - Consider the use of fruit tree planting as a productive and attractive feature.
  - Consider potential nuisance of fruit fall in the autumn, slippery paths and associated requests for service to deal with problems.

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## **Appendix B6 – Summary of Tree Policies (TP)**

TP 1: The Council will maintain its trees and woodlands in accordance with its obligations to observe duty of care and the safety of both people and property.

TP 2: The Council will encourage a better understanding of tree and woodland management and in so doing promote community involvement.

TP3: The removal of trees and woodlands shall be resisted, unless there are sound Health and Safety or arboricultural reasons supported within this strategy.

TP4: The Council will maintain its trees and woodlands in a way that demonstrates best practice, providing worthy examples of management for others to follow.

TP5: Council trees will not be pruned or removed to stop or reduce bird droppings from trees, or remove bird droppings from private land.

TP6: Council trees will not be removed to stop or reduce blossom from trees and fallen blossom will not be removed from private land.

TP 7: The Council will carry out work on council owned trees to maintain a minimum of:

- Road – 5.5 metre height clearance
- Cycle path next to a road or highway – 3 metres height clearance
- Footpath next to a road or highway – 2.5 metres height clearance

TP 8: Council owned trees will not be pruned or removed to stop the nuisance of overhanging branches

TP9: The roots of Council owned trees will not be pruned removed or cut to prevent roots entering a drain that is already broken or damaged.

TP10: Council owned trees will not be pruned or removed to stop or reduce the nuisance of fruit, berries, nuts or seeds, or remove fallen fruit, seeds or seedlings from private land including gutters.

TP11: There is no general policy to remove trees bearing poisonous fruit / foliage (such as yew trees). However, where it is claimed or known that unsupervised young children or livestock are likely to be exposed to poisonous berries or foliage, such cases will be investigated, and appropriate action considered.

TP12: Council owned trees will not be pruned or removed to stop or reduce leaf fall or remove fallen leaves from private property.

TP13: A Council owned tree will not be pruned or removed to improve natural light in or to a property including solar panels.

TP14: Council owned trees will not be pruned or removed to stop or reduce the nuisance of sucker growth on private land.

## **Appendix B6 – Summary of Tree Policies (TP)**

TP15: There is no policy regarding personal medical conditions that may be specifically affected by nearby Council owned trees such cases will be investigated, and appropriate action considered.

***TP16: Council owned trees will not be pruned or removed to stop or reduce the release of pollen***

TP17: Work on a council owned trees will be undertaken to maintain clear sight lines (where feasible) at junctions, access points (associated with a street, road or highway), traffic signals and street signs.

TP18: Council owned trees will not be pruned or removed to reduce honeydew or other sticky residue from trees.

TP19: The council has in place active tree management systems to avoid damage being caused to buildings and other structures because of the action of council owned trees.

TP20: The council will make safe an unacceptable trip hazard caused by the growth of council owned trees.

TP21: If a council owned tree is touching a property (house, boundary wall, garage etc.) action will be taken to remove the problem.

TP22: Council owned trees will not be pruned or removed because they are considered to be too big or tall.

TP23: Council owned trees will not be pruned or removed to prevent interference with TV / satellite installation / reception.

TP24: Council owned *trees* will not be pruned or removed to improve the view from a private property.

TP25: Council owned trees will not be pruned or removed to stop or reduce incidents of perceived pests such as bees, wasps, or wild animals.

TP26: To endeavour to protect street trees from threats such as loss of verges and damage to same.

TP27: To place a priority on the replacement of ageing street trees; particularly where these adjoin major traffic routes. Planting will ensure the selection of the most appropriate species for the location.

TP28: To renew and restructure tree stocks planted by the Peterborough Development Corporation within residential areas;

TP29: To maintain formal arboricultural features in the urban landscape by careful management and timely renewal as required.

TP30: To take action to restructure belts planted with inappropriate species too close to neighbouring properties.

TP31: The Council will seek to reduce impact of woodland trees on adjoining properties

TP32: The woods will be managed in a fully sustainable manner which will include periodic thinning to allow proper crown development and light to reach the woodland floor.

## **Appendix B6 – Summary of Tree Policies (TP)**

TP33: The woods will not be clear felled and management will be on a continuous cover basis.

TP34 The Council will encourage community involvement and advise residents when work is proposed.

TP35: To maintain tree cover within all the City's parks by renewing the tree stocks and increasing the range of age classes present

TP36: The Council will aim to achieve sustainable management of its ancient woodlands and to protect and preserve wet woodland habitats.

TP37: The Council will preserve and enhance the distinctiveness of village and rural trees in its ownership.

TP38: The Council will encourage an increase in tree cover by new and replacement planting, placing great emphasis on use of appropriate tree species.

TP39: To maintain a high level of training and awareness of tree pests diseases and take prompt action, in accordance with best practice guidance, to, as far as is practicable, alleviate the impact when they are discovered.

TP40: The Council will respond to tree issues within planning applications, in accordance with Local Plan Policies, in such a way that ensures the retention of good quality trees and woodland coverage or ensures its creation. Development will not be supported that would directly or indirectly damage existing ancient woodland or ancient trees.

TP41: The Council will require that new and replacement tree and woodland planting to be included in new development proposals wherever it is practicable to do so.

TP42: The Council will seek to ensure that all trees and woodlands making a positive contribution to the environment are protected.

TP43: The outright removal of good quality trees and woodlands shall be resisted unless there are sound arboricultural and technical reasons such as irrefutable evidence of damage caused to a property by soil volume change associated with trees.

TP44: The Council will promote public awareness and a better understanding of tree and woodland management through community consultation and involvement.

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## Consultation Protocol

TREE WORK OPERATIONS Tree Work Operations are described as follows:

### **Major Tree Work Operations**

These operations are classified as any work that alters the appearance of a tree significantly. These works may include:

- felling of any live tree over 20cm diameter at 1.5m from ground level.
- transplanting a tree that, prior to transplantation, does not require the support of a stake or underground guying system.
- major crown reduction - in excess of 30% of the canopy.
- pollarding, if the tree has not been pollarded before, or has not been pollarded within the last 10 years.
- coppicing, if the tree has not been coppiced before, or has not been coppiced within the last 20 years.
- schedule of minor works that would have a significant cumulative impact on a landscape character or habitat.

### **Minor Tree Work Operations**

These procedures are good management practice and are carried out in accordance with BS 3998:2010 'Tree work-Recommendations'. Some of the operations are undertaken on a regular, cyclical basis. The work should have no adverse impact upon the health of the tree, or significantly change its appearance, such that the amenity of the tree, or the townscape, is diminished. This work includes the following operations:

- Felling of dead trees.
- Felling of dying or diseased trees, where 40% of the canopy has died and no recovery is possible.
- Felling of newly planted trees that had been damaged, vandalised, diseased, dead or dying.
- Pollarding, when the tree is under a regular management regime.
- Coppicing, when the tree is under a regular management regime.
- Formative pruning of young trees to promote a well developed canopy.
- Cleaning out the canopy. This operation includes the removal of dead wood, diseased or dying branches and snags, which may harbour pests and diseases. It also includes the removal of crossing branches, unwanted climbing plants and objects.
- Crown lifting is a procedure which removes the lower branches from the main stem, or branch system, up to a specified height above ground. It is usually carried out to provide sufficient headroom for pedestrians, cyclists and vehicles to pass under the canopy, or to allow light to reach surrounding plants and buildings.

- Crown thinning is an operation carried out to reduce the density of foliage. This may help to make the tree safer by reducing wind resistance, giving a more balanced weight distribution and removing unsafe branches. It stimulates good growth by admitting more light and air to the crown and encourages good branch development in young trees. Thinning may also be carried out to allow light into buildings.

- The following pruning operations:
  - The removal, or shortening, of branches which are interfering with overhead public utility wires and lamp heads.
  - The removal, or shortening, of branches which would, in time, become excessively long and heavy.
  - Shortening branches so as to manage excessive end weight.
  - Removing, or shortening, branches which are weakly attached, dead, detached but hanging, cracked, seriously decayed or a hazard.
  - Balancing the crowns of storm-damaged trees.
  - Crown reduction and crown thinning to reduce the lever arm or the sail area of hazardous trees.
  - Root pruning to abate minor structural damage, or a trip hazard.

**TREE MANAGEMENT PROCEDURES** Tree Management Procedures fall within four categories which are described as follows:

**Proactive Works:** These are the subject of planned management surveys. These surveys are usually undertaken on a cyclical basis. In some circumstances, the client service may request a survey to be undertaken of a tree(s) on land for which it is responsible. Works set out in the schedules may include tree work operations of a major and minor nature.

**Reactive Works** This is reactive work. It is usually scheduled in response to enquiries or notifications to the Council, but may also include work identified as part of an unscheduled inspection. Works may include operations of a major and minor nature.

**Emergency Works.** These works are required to make a tree safe without delay. Under the Framework Agreement the contractor appointed to deal with such work shall be available 24 hours a day, 365 days a year, and is required to respond to a call out immediately. Occasionally, an event may occur whereby a tree does not present a hazard, but the situation, or circumstance, requires an immediate solution which can only be resolved by pruning or felling. These works may include operations of a major and minor nature.

**Urgent Works.** These works are required to rectify a hazard and, in accordance with the Framework Agreement, must be undertaken within 7 or less working days. These works may include operations of a major and minor nature.

## **CONSULTATION PROCESS FOR TREE WORK OPERATIONS**

**Major Tree Work Operations Consultation** will take place in advance of any works being undertaken. The consultation will comprise the following:

1. Relevant Parish and Ward Councillors shall be advised of Major tree work operations that are programmed 14 day in advance of the works.
2. The works will be advertised on the Council's website.
3. Notices shall be posted on trees stating the nature of the proposals, a brief explanation for the reasons for undertaking the work.

**Minor Tree Work Operations Consultation** –no formal consultation will take place in advance of the works other than relevant Ward and Parish Council's being notified of the pro-active works commencing in their area.

**Emergency Works Consultation** - No consultation will be undertaken

**Urgent Works Consultation** - No consultation will be undertaken.

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# The value of Peterborough City Council's trees

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## **Report prepared for:**

Peterborough City Council

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## Executive summary

Urban trees provide numerous environmental, ecological and social benefits. Until recently, these benefits were rarely recognised or valued, whereas the costs of damage and management are widely reported, meaning that trees can be viewed as a liability rather than an asset. Understanding of the importance of urban trees for delivering multiple benefits is, however, being increasingly understood and tools now exist for quantifying these benefits and their associated monetary value. Valuing urban trees is helping to change perceptions of public trees and allows for better and more informed management decisions to be made.

This report presents an evaluation of some of the benefits provided by Peterborough's council owned tree stock and was commissioned by Peterborough City Council. i-Tree Eco v6 was used to describe the tree stock and quantify and value air pollution removal, carbon storage, carbon sequestration and reductions in surface water runoff delivered by the trees. Amenity value of the tree stock was calculated using the Capital Asset Value for Amenity Trees (CAVAT) quick method. The results were based on a council inventory of single trees surveyed in the field, and informed estimates of tree groups (areas of shelterbelt and ancient woodlands). The key findings are presented in the table below for the whole of Peterborough and were also calculated for each ward.

Peterborough's council owned trees are providing significant benefits to society in the form of public services. Amenity value far outweighs the other benefits, with a total value of £2.9 billion, compared to a present value of £38.20 million over 80 years for all other benefits combined, plus total carbon storage value of £11.07 million.

## The value of Peterborough City Council's trees

## Key findings

|                                              | Single trees                         | Tree groups              | Total       | Present value <sup>a</sup> |
|----------------------------------------------|--------------------------------------|--------------------------|-------------|----------------------------|
| <b>Number/area of trees</b>                  | 37,950                               | 350ha                    |             |                            |
| <b>Most common species</b>                   | Sycamore, Norway maple, European ash | European ash, elm, hazel |             |                            |
| <b>Total Annual benefits</b>                 | £196,215                             | £1,067,711               | £1,263,926  | £38,199,003                |
| <b>Pollution removal (annual)</b>            | £91,566                              | £513,536                 | £605,102    | £18,287,709                |
| <b>Carbon storage</b>                        | £3,004,699                           | £8,068,010               | £11,072,709 | n/a                        |
| <b>Carbon sequestration (annual)</b>         | £78,594                              | £419,677                 | £498,271    | £15,059,008                |
| <b>Avoided surface water runoff (annual)</b> | £26,054                              | £134,498                 | £160,552    | £4,852,286                 |
| <b>Amenity value (CAVAT)</b>                 | £564M                                | £2,293.14M               | £2,856.70M  | n/a                        |

<sup>a</sup>Present value is calculated over 80 years

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## 1. Background

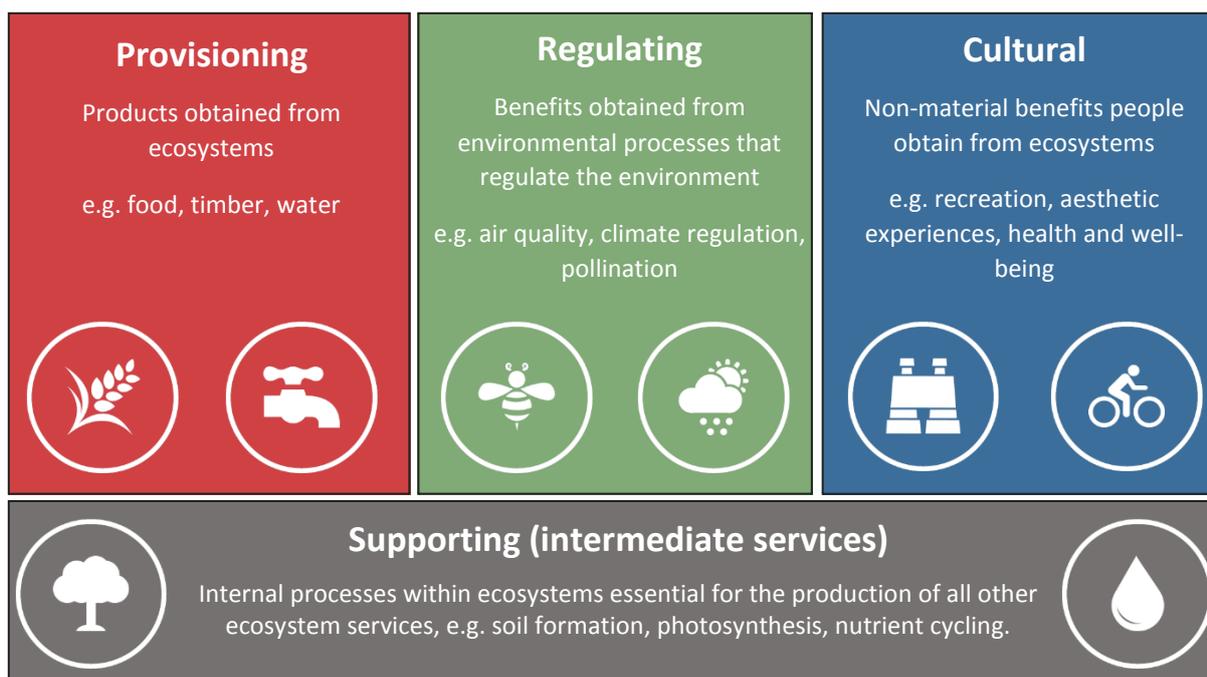
Urban trees provide a wide range of benefits to society, ranging from carbon storage to improving air quality, as well as providing visual attractiveness, character and local distinctiveness. These benefits are rarely recognised or valued, whereas the costs of damage and management are widely reported, meaning that trees can be viewed as a liability rather than an asset. The importance of urban trees for delivering multiple benefits is, however, being increasingly documented and methods established for quantifying these services. Understanding the range and value of benefits provided by urban trees and how these vary with location is a key step in achieving more sustainable management of these assets.

### 1.1 Aims

Natural Capital Solutions were commissioned by Peterborough City Council to undertake a monetary valuation of the benefits provided by the council tree stock. The assessment summarises the council-owned tree stock, the flow of a selection of benefits delivered by the trees, and their value to society. Note that the council-owned tree stock is a subset of the total tree stock across Peterborough.

### 1.2 The natural capital approach

The natural environment underpins our well-being and economic prosperity, providing multiple benefits to society, yet is consistently undervalued in decision-making. Natural capital is defined as “..elements of nature that directly or indirectly produce value or benefits to people, including ecosystems, species, freshwater, land, minerals, the air and oceans, as well as natural processes and functions” (Natural Capital Committee 2014). These benefits (often referred to as ecosystem services) include food production, regulation of flooding and climate, pollination of crops, and cultural benefits such as aesthetic value and recreational opportunities (Figure 1).



**Figure 1.** Key types of ecosystem services (based on MA 2005)

The concept of natural capital and its associated approaches can be used to understand the natural capital assets of an area or organisation. Through a natural capital assessment, it is possible to understand the extent and condition of those assets, so the number and the flow of ecosystem service benefits from those assets can be established. These benefits can then be valued. Information on condition, benefits and their value allows informed and transparent management decisions to be made. Furthermore, adopting the natural capital and ecosystem services approach is a key policy objective of the UK Government and is central to Defra's new 25-year Environment plan.

The approach taken in this report is based on the natural capital approach, with Peterborough's trees being the natural capital assets described, and the benefits and services derived from them quantified and valued. By taking this approach, Peterborough Council will be able to more accurately demonstrate the value of their tree stock, allowing natural capital to be taken in to account more fully in decision making. The analysis presented here also acts as a baseline, allowing the council to monitor losses and gains over time.

### **1.3 The benefits provided by trees and their valuation**

The vast range of services provided by urban trees is summarised in Table 1. Very few of these services can be valued using existing markets, with the exception of the provisioning services such as timber, woodfuel and other bioenergy uses. A range of methods have therefore been developed to value some of the other benefits provided by trees, for which there is not currently a market, many of which have been packaged into tools for use by practitioners. One of the most complete tools available to measure multiple urban tree benefits is a software package, i-Tree Eco, which has been developed over many years by the United States Department of Agriculture Forest Service. i-Tree Eco has been successfully applied in more than 100 countries and several UK cities and provides valuations of benefits such as air pollution absorption, carbon storage and sequestration and surface water runoff reduction, all of which are described in more detail below.

**Table 1:** The ecosystem service benefits provided by urban trees and some of the ecological and economic implications of these services.

| <b>Ecosystem services</b>                                                                                              |                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>Regulating services</b>                                                                                             |                                                                                                                       |
| Reducing rate and volume of storm water runoff                                                                         | Providing shade                                                                                                       |
| Reducing flood risk                                                                                                    | Reducing summer air temperatures and the urban heat island effect                                                     |
| Enhancing infiltration and recharging ground water                                                                     | Providing shelter from wind                                                                                           |
| Reducing soil erosion                                                                                                  | Reducing energy use                                                                                                   |
| Trapping sediment                                                                                                      | Reducing glare                                                                                                        |
| Enhancing water quality                                                                                                | Attenuating noise                                                                                                     |
| Absorbing air pollution – particulate matter (PM), NO <sub>x</sub> , SO <sub>3</sub> , ozone, carbon monoxide, ammonia | Screening unattractive or noisy places                                                                                |
| Removing dust and odour                                                                                                | Supporting pollinators                                                                                                |
| Producing oxygen                                                                                                       | Enhancing pest and disease control                                                                                    |
| Sequestering and storing carbon – directly and in soil                                                                 |                                                                                                                       |
| <b>Cultural services</b>                                                                                               |                                                                                                                       |
| Providing and enhancing landscape character                                                                            | Enhancing community cohesion                                                                                          |
| Contributing to sense of place and identity                                                                            | Reducing aggression, violence and crime rates                                                                         |
| Part of cultural heritage                                                                                              | Increasing security                                                                                                   |
| Enhancing aesthetics                                                                                                   | Enhancing driver and pedestrian safety                                                                                |
| Benefiting physical health – reducing blood pressure, stress, asthma                                                   | Reducing road traffic speeds                                                                                          |
| Speeding recovery from surgery and illness                                                                             | Enhancing privacy                                                                                                     |
| Enhancing attention and cognitive function                                                                             | Bringing people closer to nature                                                                                      |
| Improving mental health and well-being                                                                                 | Providing setting for outdoor learning                                                                                |
| Improving pregnancy and birth outcomes                                                                                 | Improving educational outcomes through improvements in concentration and performance and reduced time off for illness |
| Reducing mortality rates – especially related to cardiovascular and respiratory diseases                               | Enhancing quality of life                                                                                             |
| Encouraging physical activity                                                                                          | Providing spiritual value and meaning                                                                                 |
| Enhancing connectivity                                                                                                 | Supporting biodiversity and wildlife viewing                                                                          |
| <b>Provisioning services</b>                                                                                           |                                                                                                                       |
| Source of timber, fuel, fodder, fruits, nuts and berries                                                               | Source of biofuels                                                                                                    |
| Enhancing water supply                                                                                                 |                                                                                                                       |
| <b>Ecological benefits</b>                                                                                             |                                                                                                                       |
| Habitat provision, improvement & connectivity                                                                          |                                                                                                                       |
| <b>Economic benefits</b>                                                                                               |                                                                                                                       |
| Increasing land and property prices                                                                                    | Reducing heating and cooling costs                                                                                    |
| Reducing 'time on market' for selling property                                                                         | Increasing property taxes                                                                                             |
| Attracting business and customers                                                                                      | Enhancing rental income                                                                                               |
| Reducing health care costs                                                                                             | Increasing tourism and visitor revenues                                                                               |
| Reducing expenditure on air pollution removal                                                                          | Reducing screening costs especially next to main roads                                                                |
| Reducing expenditure on storm water infrastructure                                                                     | Providing potential for carbon offsetting trade                                                                       |
| Reducing expenditure on flood defences                                                                                 | Generating income from sales of food, fibre, biofuels                                                                 |
| Saving investment in new power supplies                                                                                | Creating jobs and employment in environmental sector                                                                  |

### Air quality amelioration

According to the World Health Organisation, air pollution is the greatest environmental health risk in Western Europe and globally. Exposure to air pollution in the UK causes around 40,000 deaths each year and plays a major role in cancer, asthma, stroke, heart disease, diabetes, obesity, and changes linked to dementia (RCP 2016). The cost has been estimated at more than £20 billion per year (RCP 2016) and the government is under increasing pressure to tackle the problem more effectively (e.g. House of Commons 2018). Although policies to implement clean air zones and encourage the uptake of electric vehicles, will have much the greatest impact on air pollution, the natural environment can also play a role.

Urban trees can be effective at mitigating the effects of air pollution primarily by intercepting airborne particulate matter (PM), but also by absorbing ozone, sulphur dioxide (SO<sub>2</sub>) and nitrogen oxides (NO<sub>x</sub>) (Elmqvist et al. 2015). The effectiveness of trees in reducing air pollution varies greatly depending on multiple factors including species, environmental conditions and concentration of pollutants (Sæbø et al. 2012, Broadmeadow and Freer-Smith 1996).

Although the average percent air quality improvement due to vegetation is relatively low, the improvement is for multiple pollutants and the actual magnitude of pollution removal can be significant, the associated monetary value of which can be very high (Rouquette and Holt 2017).

Trees can also contribute to air pollution as they emit volatile organic compounds that can lead to the formation of pollutants such as ozone and carbon monoxide. Whether trees are a net source or sink of pollution varies depending on multiple factors including species and street characteristics, though studies have concluded that an increase in tree cover usually leads to reduced ozone formation (Nowak Dwyer 2000).

### Carbon storage and sequestration

Carbon storage and sequestration is seen as increasingly important as we move towards a low-carbon future. The importance of managing land and vegetation as a carbon store has been recognised by the UK government and has a major role to play in national carbon accounting. Carbon is increasingly being given a monetary value and forms the basis of Payments for Ecosystem Services (PES) schemes such as the UK Woodland Carbon Code. Trees, especially large ones, are able to store and sequester significant amounts of carbon and also facilitate a gradual accumulation of carbon in the soil (Forest Research 2010).

### Avoided surface water runoff

The intensity of rainfall and storm events has increased in recent years throughout the UK, increasing the number of flood events and causing billions of pounds worth of damage. Urban drainage systems are thus increasingly under pressure, but these are costly and often outdated. There are a number of mechanisms by which trees can help alleviate the amount of urban surface water and hence reduce flood risk (Nisbet et al. 2011, Mullaney et al. 2015) including direct interception of rainwater, promoting higher infiltration rates into the soil

and through greater water use. Trees can therefore significantly reduce pressure on drainage systems in urban areas, although the extent varies depending on factors such as tree size, species and intensity and duration of rainfall.

### Amenity value

Urban trees also deliver cultural, non-material benefits such as aesthetic inspiration and cultural identity that are not captured in i-Tree Eco. There is, however, another tool often used in conjunction with i-Tree Eco (which values a subset of benefits) that can better capture these more social aspects of urban tree benefits, providing an indication of the amenity value of individual trees. The Capital Asset Value for Amenity Trees (CAVAT) method is an expert-based amenity tree valuation tool developed by the London Tree Officers Association (Neilan 2010). CAVAT was designed as an asset management tool for trees that are publicly owned, or of public importance, helping to change perceptions of public trees into that of assets and not liabilities (as well as a means of gaining appropriate compensation where public trees are damaged or removed).

We use a combination of both i-Tree Eco and CAVAT valuation to describe the structure of Peterborough's tree population and quantify some of the benefits delivered by this tree stock.

## 2. Methodology

### 2.1 Tree data and benefit analysis

A detailed inventory of Peterborough's public tree stock was provided by the council from surveys undertaken between July 2012 and April 2018. This dataset was used to conduct a Full Inventory assessment in i-Tree Eco v6. This provides a summary of the basic structure of the tree population and quantifies the amount and value of pollution removal, carbon storage, carbon sequestration and avoided surface water runoff services delivered by the tree stock (see Annex 1 for full details of model calculations).

The minimum data required to run i-Tree Eco is tree species and trunk diameter at breast height (DBH), however the more information included for each tree, the more accurate the results. We therefore also included tree height in the i-Tree models, but no other tree data could be incorporated. All trees within the inventory that were missing information regarding tree species, DBH and height were removed prior to analysis (3,976 entries). Dead trees and those listed as felled were also removed.

The dataset was also used to calculate the amenity value of trees using the Quick CAVAT Method (See Annex 2 for full details, Nielan 2017). In order to calculate the CAVAT value, the life expectancy and functional value of the tree (how well a tree is performing biologically) is required in addition to DBH. All entries within the inventory missing this information were removed (552 entries). The amenity value of a tree is also dependent on the human population density of the nearby area, as trees that are seen by more people will

have higher value. Each tree was therefore assigned to the ward in which it was situated, and the Community Tree Index (CTI) Factor within the CAVAT calculation was adjusted according to the population density of each ward. Ward population densities were taken from the 2011 census.

The final dataset consisted of 37,950 single trees across Peterborough. In addition to these single trees, there are also a number of tree groups and woodlands within Peterborough. These broadly fall into one of two categories; shelterbelts planted along Peterborough's main roads, and ancient woodland. Exact data on individual trees within these trees groups was not available. Estimates of characteristics required to run i-Tree Eco and the CAVAT method in order to value these tree groups were therefore derived using a combination of information provided by the council and average values from the database of single trees. These estimates thus need to be considered with caution, but are able to give us a broad understanding of the contribution tree groups make to benefit delivery in Peterborough and their associated value.

The majority (63%) of the shelterbelt trees in Peterborough were planted in a four year period in the late 1970s and 93% are 30-50 years old. The species mix and density of different tree sizes (by DBH) are known from council surveys and were used as the basis for determining the average composition of a typical hectare of shelterbelt tree group (see Annex 3).

The same process was taken for the two areas of ancient woodland within Peterborough, with tree characteristics and species composition again estimated from sample surveys provided by Peterborough Council. These woods typically contain large mature standards, interspersed with a much larger number of smaller trees, typically about 30 years old, that have developed from coppice stools. Estimates of DBH were provided for the ancient woodland standards. For the younger trees developed from coppice stools, the range of DBHs of the shelterbelt trees was applied, as these were of a similar age (see Annex 3 for the full details of the ancient tree group composition estimate and how this was derived).

i-Tree and CAVAT values were derived for these typical hectares of shelterbelt and ancient woodland and then multiplied by the area of both tree group types within each ward to give an estimated value of the tree stock per ward. To calculate the area of tree groups per ward, entries representing discrete tree groups within the main Peterborough tree inventory were identified, extracted and displayed in GIS (a total of 1362 polygons). There were a number of council owned tree groups missing from this layer. Therefore, a separate "shelterbelts" layer supplied by Peterborough Council was examined, and an additional 101 polygons that did not appear on the first layer were selected and combined with the first layer. A layer showing ancient woodland sites across the study area was consulted to identify which polygons should be classified as ancient woodland. Following discussion with Peterborough Council, all other polygons were classified as shelterbelt. Finally, each of the final polygons was assigned to the ward in which it was centred and the area of shelterbelt and ancient woodland within each ward was calculated. These ward estimates were then summed to give the total estimated value of the Peterborough tree groups stock. Caution must be taken in interpreting the CAVAT value for tree groups as the CAVAT method was designed for

individual trees and does not enable any account to be made of the number of trees in a group.

All analyses were therefore grouped in to two. One set of analyses were conducted on the single trees contained in the council inventory, totalling 37,950 trees. This dataset is henceforth referred to as “single trees” and is based on data collected in the field. The second set of analyses were conducted on the tree groups and woodlands, henceforth referred to as “tree groups”, where some tree characteristics were based on informed estimates, totalling an estimated 349 ha of trees. All analyses were conducted both for Peterborough as a whole and by ward (removal of pollutants could not be incorporated into ward estimates as i-Tree does not break down pollution removal figures by ward). The mean value per tree, for air pollution removal, carbon storage and sequestration, and avoided runoff was also calculated for the single trees only, given the higher accuracy of this dataset.

The Present Value (PV) was determined for each of the benefits (excluding carbon storage and CAVAT values), which is a standard approach based on the Government's Green Book (HM Treasury 2018). This approach calculates the value of the flow of benefits over a given time period and is based on the concept that people generally prefer to receive goods and services now rather than later. A benefit delivered 80 years in the future is thus likely to be of less value than that same benefit delivered today. Discount rates are applied to the annual value of benefits at particular time junctures into the future to calculate the value of that benefit over a given number of years in present value terms. We applied discount rates from the HM Treasury (2018), and the ONS (2014) to calculate the value of flows of benefits of Peterborough's trees over an 80 year period. A period of 80 years was chosen as CAVAT values are calculated over this same time period as it is considered to represent average human life expectancy in the UK. This allows for total CAVAT values and PVs of the other tree benefits to be compared. Note that there will be considerable turnover over the 80 years, with many trees dying and being replaced, with surviving trees likely to increase in value over that time. The asset value therefore represents the average value of the tree stock over an 80 year period, assuming the overall number of trees remains constant.

Carbon in vegetation and soil is a stock (i.e. a quantity of resource measurable at a fixed point of time) and not a benefit that is accrued over a period of time, hence PV cannot be calculated for carbon storage benefits.

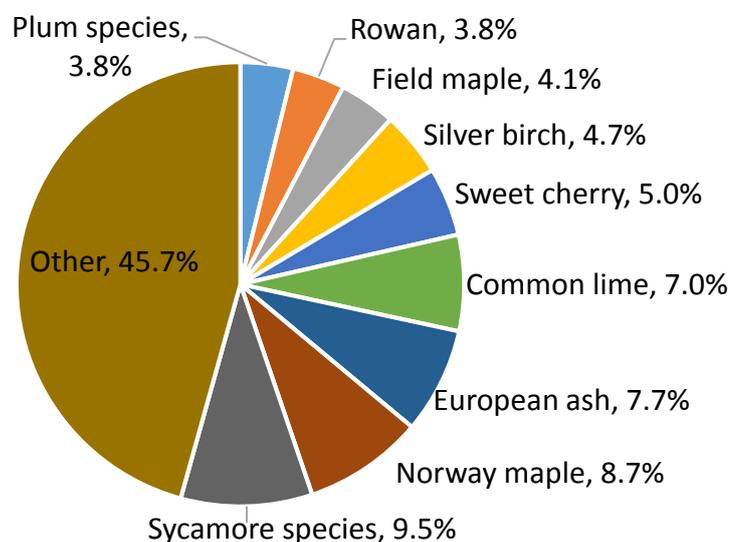
### 3. Results

#### 3.1 The Peterborough tree stock

##### Single trees

Complete measurements were available from approximately 38,000 single trees across Peterborough. The most common species of single trees are Sycamore (*Acer pseudoplatanus*, 9.5%), Norway maple (*Acer platanoides*, 9%) and European ash (*Fraxinus excelsior*, 8%). The full breakdown of species composition is given in Figure 2. The wards

with the greatest density of single public trees are Bretton (15.9/ha), followed by Dogsthorpe (9.7/ha) and Ravensthorpe (8.8/ha).



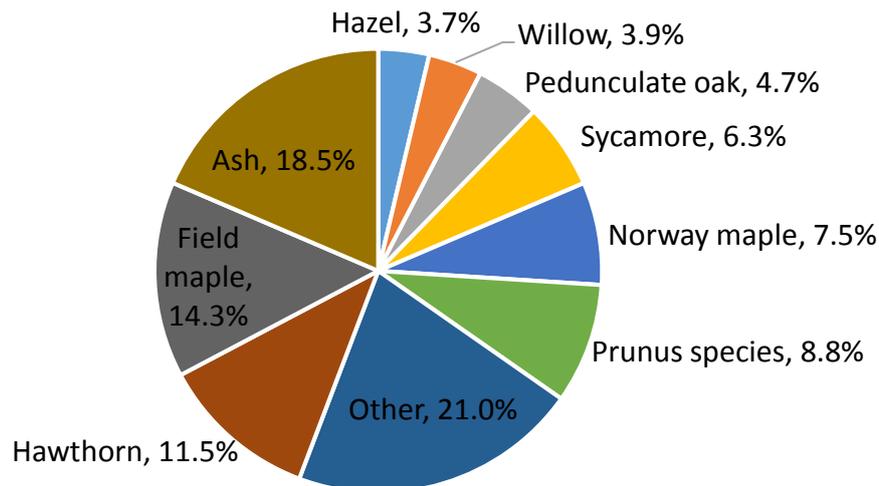
**Figure 2:** Species composition of council owned single trees in Peterborough.

It is estimated that 52% of the single public trees in Peterborough have a DBH of less than 30cm, while 40% have a DBH of 30-60cm and the remaining 8% have a DBH of greater than 60cm.

### Tree groups

Tree groups cover approximately 350 hectares of Peterborough (330ha of shelterbelt and 20ha of ancient woodland). The most common species of trees within the shelterbelt groups are ash (*Fraxinus* species, 18.5%), field maple (*Acer campestre*, 14.3%) and hawthorn (*Crataegus* species, 11.5%). A full species composition breakdown is given in Figure 3. The wards with the greatest area of shelterbelt are Hargate and Hempsted (51.2ha), Orton Waterville (40.6ha) and Orton Longueville (30.9ha).

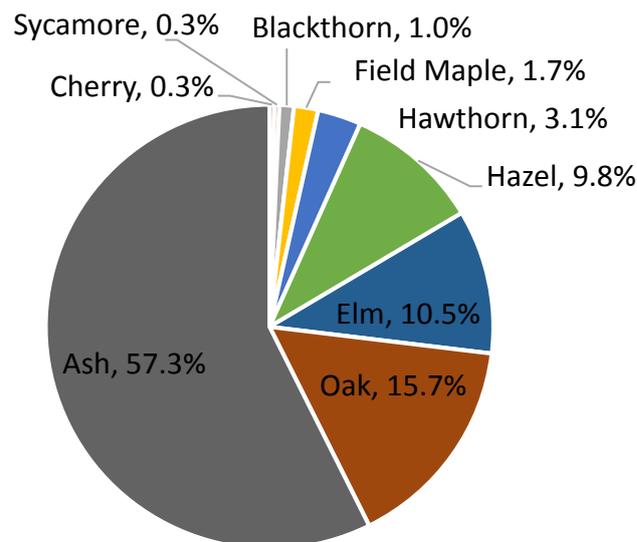
Previous surveys conducted by the council estimated that the proportion of trees in a typical hectare of shelterbelt with a DBH of 0-20cm was 67.4%, while trees with a DBH of 21-40cm make up 31.9% of shelterbelts, with a final 0.8% of shelterbelt trees having a DBH of 41-60cm. Shelterbelt trees are therefore typically smaller on average than the single measured trees described above.



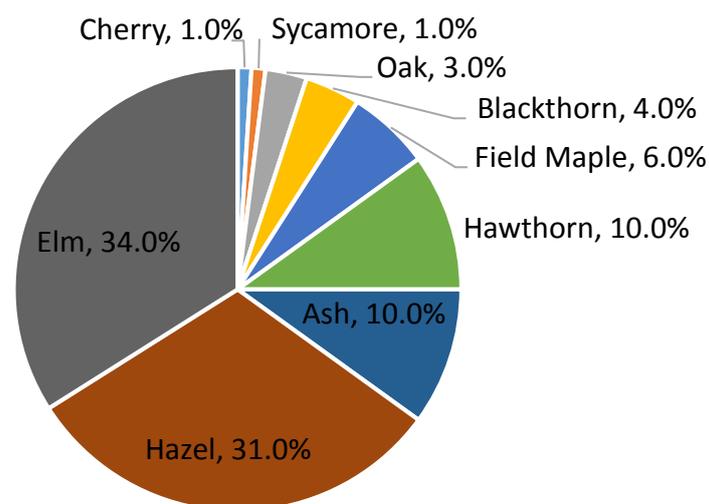
**Figure 3:** Estimated species composition of council owned shelterbelt trees in Peterborough.

There are two areas of ancient woodland in Peterborough, Grimeshaw Wood and Pockocks Wood. The larger of the two (Grimeshaw Wood) is in the ward of Bretton and is approximately 18ha in size. The smaller area of ancient woodland is in the ward of Glinton and Castor and covers roughly 2ha. These woods both contain approximately 286 medium and large mature standards per hectare, interspersed with a much larger number of smaller trees (roughly 1340), typically about 30 years old that have developed from coppice stools. The standards are dominated by ash (roughly 57%) and oak trees (roughly 16%) with a full breakdown given in Figure 4a. The most common species of trees within the understorey of these woodlands are elm (*Ulmus* species, 34%), hazel (*Corylus* species, 31%) and ash (*Fraxinus* species, 10%). A full species composition breakdown is given in Figure 4b.

The medium and large ash and oak trees typically have DBHs of 21-60cm and 61-120cm respectively and make up approximately 13.7% of the ancient woodlands. The remaining standards in a typical hectare are a variety of species and different sizes and make up 5.0% of the ancient woodlands. No information was available for the DBHs of the coppice trees but as these were a similar age to the shelterbelt trees, they were allocated the same proportion split of DBHs as these stands (see above).



**Figure 4a.** Estimated species composition of the canopy / standard trees within council owned ancient woodlands in Peterborough.



**Figure 4b.** Estimated species composition of the council owned ancient woodland understorey in Peterborough.

### 3.2 The benefits delivered by Peterborough's tree stock

The estimated annual physical amounts, annual monetary value and present value (PV) of benefits delivered by Peterborough's tree stock are outlined in Table 2. Estimates for the single trees and tree groups are shown separately as the data for the former were based on field measurements while the latter were based on informed estimates of tree group composition and structure and will be less accurate as a result. Both single tree and tree group estimates are combined to give an overview of the total benefits delivered by the

Peterborough Council owned tree stock but these values should be interpreted with caution given the assumptions made for the tree groups, and used only as a ball park figure.

The total value of air pollution removal, carbon sequestration and avoidance of surface water runoff benefits delivered by the council owned stock of trees in Peterborough is estimated to be worth £1.26 million per year (Present Value (PV) of £38.20 million over 80 years). Each tree is estimated to deliver £5.17 worth of benefits per annum (as calculated using the single trees database only). In addition, the trees also deliver an estimated total value of £11.07 million in carbon storage. A reminder that carbon in vegetation and soil is a stock and not a benefit that is accrued over time, hence this is not an annual value (which is why it is not combined with the annual values of other benefits measured), nor can PV be calculated. A breakdown of these values by the individual benefits is given below.

**Table 2:** Annual physical amounts, annual monetary values and present values of the benefits delivered by Peterborough's public tree stock.

| Benefit                                         | Annual physical amount |             |          | Annual monetary value (£) |             |            | Present value (£) |             |            |
|-------------------------------------------------|------------------------|-------------|----------|---------------------------|-------------|------------|-------------------|-------------|------------|
|                                                 | Single trees           | Tree groups | Combined | Single trees              | Tree groups | Combined   | Single trees      | Tree groups | Combined   |
| <b>Pollution removal (t)</b>                    |                        |             |          |                           |             |            |                   |             |            |
| CO                                              | 0.14                   | 0.80        | 0.94     | 137                       | 785         | 922        |                   |             |            |
| NO <sub>2</sub>                                 | 2.80                   | 15.80       | 18.60    | 62,071                    | 350,242     | 412,313    |                   |             |            |
| O <sub>3</sub>                                  | 5.14                   | 29.37       | 34.51    | 7,314                     | 41,703      | 49,017     |                   |             |            |
| PM <sub>2.5</sub>                               | 0.36                   | 1.97        | 2.33     | 22,043                    | 120,790     | 142,833    |                   |             |            |
| SO <sub>2</sub>                                 | 0.001                  | 0.01        | 0.01     | 2                         | 15          | 17         |                   |             |            |
| <b>Total</b>                                    | 8.43                   | 47.95       | 56.38    | 91,566                    | 513,536     | 605,102    | 2,767,364         | 15,520,345  | 18,287,709 |
| <b>Carbon storage (t)<sup>a</sup></b>           | 12,416                 | 33,339      | 45,755   | 3,004,699                 | 8,068,010   | 11,072,709 | n/a               | n/a         | n/a        |
| <b>Carbon sequestration (t)</b>                 | 325                    | 1,734       | 2,059    | 78,594                    | 419,677     | 498,271    | 2,375,318         | 12,683,690  | 15,059,008 |
| <b>Avoided runoff (m<sup>3</sup>)</b>           | 15,371                 | 80,249      | 95,620   | 26,054                    | 134,498     | 160,552    | 787,417           | 4,064,869   | 4,852,286  |
| <b>TOTAL (excl. carbon storage)<sup>a</sup></b> |                        |             |          | 196,215                   | 1,067,711   | 1,263,926  | 5,930,099         | 32,268,904  | 38,199,003 |

<sup>a</sup> Carbon storage is not an annual benefit accrued over time but a stock. The amount given here is therefore not an annual value but a total value. A present value cannot be calculated for this stock.

### Air pollution removal

Peterborough's public trees are estimated to remove a total of 58 tonnes of pollutants per year, providing annual benefits worth an estimated £605,102 (PV of £18.29M). The trees had the greatest impact on ozone (O<sub>3</sub>), removing an estimated 35 tonnes per year (£49,017 per year), followed by approximately 19 tonnes per year of nitrous oxide (NO<sub>2</sub>) which had the greatest associated value (£412,313 per year). The monetary value associated with particulate matter removal (PM<sub>2.5</sub>) was also high, providing benefits worth £142,833 per year (estimated removal of roughly 2 tonnes per year). Though the trees also contribute to removal of carbon monoxide (CO) and sulphur dioxide (SO<sub>2</sub>), the concentration of these pollutants in Peterborough was low and so there is little economic impact of these benefits, especially sulphur dioxide (annual value of £922 for carbon monoxide and £17 for sulphur dioxide). i-Tree Eco accounts for emissions of pollutants from trees in its calculations, so even though some individual trees may be contributing to air pollution, the net effect of Peterborough's trees is shown to be of pollution removal. On average, each tree contributes an estimated £2.41 per year in terms of air pollution removal benefits (calculated using the single trees dataset only).

### Carbon storage and sequestration

Peterborough's public trees are estimated to be responsible for the storage of 45,755 tonnes of carbon with an associated value of £11.07M. Peterborough's trees are estimated to sequester 2,059 tonnes of carbon per year (or 7,550 tonnes of CO<sub>2</sub>), worth £498,271 annually (PV £15.06M). For comparison, 9,525 tonnes of CO<sub>2</sub> were emitted from properties that Peterborough City Council own and from street lighting in the year 2017-18. This means that the council owned tree stock is offsetting 79.3% of the council's own emissions. Alternatively, this is equivalent to the annual emissions of 3,881 cars (based on UK average mileage of 12,714 km per year and average emissions of 153g of CO<sub>2</sub> per km), which is approximately 4.6% of the total number of cars in the Peterborough local authority area.

### Avoided surface water runoff

Peterborough's trees are estimated to reduce surface water runoff by 95,620 cubic metres per year, with an associated value of £160,552 (PV £4.9M). This is equivalent to the water from 38 Olympic sized swimming pools not entering the drainage system each year.

### Benefit delivery by ward

The total estimated annual value of carbon sequestration and avoided surface water runoff for each ward within Peterborough is given in Table 3. Pollution removal values are not included here as it is not possible to get the breakdown by ward in i-Tree. Carbon storage is presented separately in Table 4 as this is not an annual value but a total value of the stock.

The ward contributing the most benefits in terms of monetary value per annum from its trees, despite its relatively small size (311ha), is Bretton, worth an estimated total of £124,807 per year. The value derived from the benefits delivered by single trees was highest in this ward (£15,183 per year). Bretton is also home to the largest area of ancient woodland in Peterborough which plays a significant role in the contribution of tree group benefits in

## The value of Peterborough City Council's trees

this ward (worth £109,624 per annum), second only to tree group benefits in Hargate and Hempsted. Barnack, the third largest ward (4,515 ha), had the lowest value of benefits derived from public trees, with an estimated annual value of £1,174. Unsurprisingly, carbon storage is also greatest in Bretton (estimated value of £2.24M) and lowest in Barnack (estimated value of £33,298).

**Table 3:** Total annual monetary values of carbon sequestration and avoidance of surface water runoff benefits delivered by public trees in the wards of Peterborough.

| Ward                        | Ward area<br>(ha) | Benefit value (£/year) |                |                |
|-----------------------------|-------------------|------------------------|----------------|----------------|
|                             |                   | Single trees           | Tree groups    | Combined       |
| Barnack                     | 4,515             | 1,010                  | 164            | 1,174          |
| Bretton                     | 311               | 15,183                 | 109,624        | 124,807        |
| Central                     | 283               | 6,551                  | 4,359          | 10,910         |
| Dogsthorpe                  | 228               | 6,501                  | 17,872         | 24,373         |
| East                        | 842               | 4,248                  | 29,390         | 33,638         |
| Eye, Thorney and Newborough | 13,307            | 6,678                  | 25,230         | 31,908         |
| Fletton and Stanground      | 705               | 2,395                  | 7,803          | 10,198         |
| Fletton and Woodston        | 318               | 4,081                  | 13,673         | 17,754         |
| Glington and Castor         | 5,267             | 5,591                  | 20,974         | 26,565         |
| Gunthorpe                   | 384               | 1,532                  | 23,030         | 24,562         |
| Hampton Vale                | 1,149             | 591                    | 21,769         | 22,360         |
| Hargate and Hempsted        | 280               | 800                    | 72,423         | 73,223         |
| North                       | 221               | 3,350                  | 5,328          | 8,678          |
| Orton Longueville           | 464               | 8,429                  | 43,720         | 52,149         |
| Orton Waterville            | 688               | 6,645                  | 57,409         | 64,054         |
| Park                        | 202               | 4,021                  | 14             | 4,035          |
| Paston and Walton           | 248               | 5,094                  | 13,171         | 18,265         |
| Ravensthorpe                | 326               | 8,112                  | 10,269         | 18,381         |
| Stanground South            | 538               | 2,221                  | 11,306         | 13,527         |
| Werrington                  | 460               | 8,651                  | 37,752         | 46,403         |
| West                        | 387               | 2,246                  | 25,903         | 28,149         |
| Wittering                   | 3,219             | 720                    | 2,994          | 3,714          |
| <b>TOTAL</b>                | <b>34,342</b>     | <b>104,650</b>         | <b>554,177</b> | <b>658,827</b> |

*\*Rounding errors result in differences for breakdown by Ward compared to the overall summary.*

**Table 4:** Total monetary values of carbon storage benefits delivered by public trees in the wards of Peterborough.

| Ward                        | Ward area (ha) | Carbon storage (£/year) |                  |                   |
|-----------------------------|----------------|-------------------------|------------------|-------------------|
|                             |                | Single trees            | Tree groups      | Combined          |
| Barnack                     | 4,515          | 31,027                  | 2,271            | 33,298            |
| Bretton                     | 311            | 372,627                 | 1,865,182        | 2,237,809         |
| Central                     | 283            | 236,795                 | 60,446           | 297,241           |
| Dogsthorpe                  | 228            | 181,834                 | 247,852          | 429,686           |
| East                        | 842            | 122,336                 | 407,585          | 529,921           |
| Eye, Thorney and Newborough | 13,307         | 297,028                 | 349,902          | 646,930           |
| Fletton and Stanground      | 705            | 78,309                  | 108,217          | 186,526           |
| Fletton and Woodston        | 318            | 117,167                 | 189,618          | 306,785           |
| Glington and Castor         | 5,267          | 229,687                 | 328,526          | 558,213           |
| Gunthorpe                   | 384            | 43,594                  | 319,385          | 362,979           |
| Hampton Vale                | 1,149          | 9,005                   | 301,893          | 310,898           |
| Hargate and Hempsted        | 280            | 12,669                  | 1,004,379        | 1,017,048         |
| North                       | 221            | 81,186                  | 73,885           | 155,071           |
| Orton Longueville           | 464            | 204,790                 | 606,327          | 811,117           |
| Orton Waterville            | 688            | 143,141                 | 796,171          | 939,312           |
| Park                        | 202            | 110,635                 | 191              | 110,826           |
| Paston and Walton           | 248            | 174,501                 | 182,666          | 357,167           |
| Ravensthorpe                | 326            | 198,266                 | 142,410          | 340,676           |
| Stanground South            | 538            | 76,162                  | 156,793          | 232,955           |
| Werrington                  | 460            | 175,041                 | 523,557          | 698,598           |
| West                        | 387            | 87,231                  | 359,237          | 446,468           |
| Wittering                   | 3,219          | 21,666                  | 41,517           | 63,183            |
| <b>TOTAL</b>                | <b>34,342</b>  | <b>3,004,697</b>        | <b>8,068,010</b> | <b>11,072,707</b> |

\*Rounding errors result in differences for breakdown by Ward compared to the overall summary.

#### CAVAT amenity values

The CAVAT values are an estimate of tree amenity value that takes human population density into account. The total estimated CAVAT value for Peterborough's trees is £2.86 billion (Table 5). The single tree contribution to this total is £5.64 million (£14,850 per tree) while the remaining £2.29 billion is from the tree groups. The tree group value should be interpreted with caution as CAVAT was designed for use on single trees with no adjustment

## The value of Peterborough City Council's trees

possible to account for the number of trees in a group, which may influence the individual amenity value of each tree within a group.

The amenity value of trees varies considerably between Peterborough's wards ranging from £556.91 million in Bretton to £5.67 million in Barnack. The amenity value of trees in Bretton is much larger than other wards, with trees in Hargate and Hempsted, the second largest value, worth £266.14 million. This is driven primarily by the nearly 18ha of ancient woodland in the Bretton Ward.

**Table 5:** Amenity values of Peterborough's public tree stock calculated using the CAVAT quick method and broken down by ward.

| Ward                        | CAVAT value (£M) |                 |                 |
|-----------------------------|------------------|-----------------|-----------------|
|                             | Single trees     | Tree groups     | Combined        |
| Barnack                     | 5.08             | 0.60            | 5.67            |
| Bretton                     | 68.64            | 488.27          | 556.91          |
| Central                     | 43.29            | 19.84           | 63.13           |
| Dogsthorpe                  | 39.10            | 97.61           | 136.71          |
| East                        | 18.38            | 107.01          | 125.39          |
| Eye, Thorney and Newborough | 48.52            | 91.87           | 140.39          |
| Fletton and Stanground      | 12.07            | 28.41           | 40.48           |
| Fletton and Woodston        | 21.90            | 62.23           | 84.13           |
| Glington and Castor         | 36.55            | 75.44           | 111.99          |
| Gunthorpe                   | 8.45             | 104.82          | 113.27          |
| Hampton Vale                | 1.64             | 79.26           | 80.90           |
| Hargate and Hempsted        | 2.44             | 263.70          | 266.14          |
| North                       | 21.39            | 29.10           | 50.48           |
| Orton Longueville           | 41.70            | 198.99          | 240.69          |
| Orton Waterville            | 24.26            | 209.04          | 233.29          |
| Park                        | 43.60            | 0.08            | 43.68           |
| Paston and Walton           | 27.44            | 71.94           | 99.38           |
| Ravensthorpe                | 37.44            | 46.74           | 84.18           |
| Stanground South            | 10.25            | 41.17           | 51.42           |
| Werrington                  | 37.55            | 171.83          | 209.37          |
| West                        | 10.60            | 94.32           | 104.92          |
| Wittering                   | 3.26             | 10.90           | 14.16           |
| <b>TOTAL</b>                | <b>563.55</b>    | <b>2,293.14</b> | <b>2,856.70</b> |

## 4. Conclusions

Valuation of benefits provided by the council owned tree stock of Peterborough has been successfully applied using both i-Tree Eco and the CAVAT method. The results have shown that the trees in Peterborough are providing significant benefits to society in the form of public services and how these vary between wards. This approach is useful at highlighting these values which may otherwise remain hidden and provide a basis for managing trees as a public asset rather than a liability. A number of assumptions and estimates have, however, been used in the calculation of these benefits (discussed further below) and their associated values and should, therefore, be interpreted with caution.

The amenity value of Peterborough's trees was significantly larger than the value of all other benefits (total CAVAT value of £2.86 billion compared to a PV of £38.20 million for all other benefits combined). This is common in other studies that have used both i-Tree and CAVAT analysis of urban trees (Rouquette & Holt 2017) and highlights the importance of amenity value. Air pollution removal was the second most valuable benefit delivered by Peterborough's trees (PV of 18.29 million), followed by carbon sequestration (PV of 15.06 million), and reduced surface water runoff valued at £4.9 million. The per tree value of air pollution removal, carbon sequestration and surface water runoff benefits, although relatively small on a per tree basis (£5.17 per year), scale up to deliver significant benefits on a city-wide basis. Per tree values of pollution removal, carbon sequestration and avoided surface water runoff compare to the averages reported in a review of studies conducted using i-Tree (Rouquette & Holt 2017), and are, on average, a little higher (£2.41 per tree per annum compared to £1.58 for air pollution, £2.07 compared to £1.20 for carbon sequestration and £0.69 compared to £0.44 for runoff). Variations between studies are to be expected given different tree composition and structure of each city's tree stock as well as variable prices/costs used in the valuation of benefits delivered.

The CAVAT values, however, are considerably higher than the average from this same review of studies (£14,850 per tree based on the single trees database, compared to £2,000 per tree). This higher valuation of amenity value is most likely because we used a simpler method of calculation due to the lack of available data. Previous studies that have used the CAVAT method have incorporated accessibility of trees into calculations, with lower valuation attributed to trees considered to be less accessible. Trees in residential areas, for example, were downweighted to 40% accessibility. Functionality scores were also downweighted depending on various factors such as likely management intensity. We did not account for accessibility or this additional functionality measure in the present study, which could account for the comparatively higher amenity values we obtained. The amenity value of Peterborough's tree stock could therefore be an overestimate, but even when additional factors have been taken into account in other studies, amenity value is always much higher than the value of the other services measured. Furthermore, a study of Ealing Council's tree stock, which did take both accessibility and functionality into account using the CAVAT method, reported amenity values higher than those of Peterborough's trees (£25,000 per tree per year, Rogers et al. 2018). Finally, the CAVAT method does not allow

for adjustments to the valuation to be made according to whether trees are stood by themselves or in a group, which is likely to lead to an overestimation of amenity value for our tree groups.

Many assumptions had to be made for the calculation of the tree groups and the resulting estimates of the benefits they deliver. Furthermore, additional information that can help improve the estimates calculated by i-Tree Eco were not available. The results presented in this report should therefore be treated as ball park figures.

What we have presented represents a snapshot in time of Peterborough's tree resource. The trees are a dynamic asset with, for example, some trees living less than the 80 years over which time present values were calculated and others living much longer, and some trees being replaced. The valuation can act as a baseline for observing how this asset changes through time.

It is important to note that the valuation conducted here represents only some of the benefits delivered by urban trees, as only a small number of the benefits provided by trees are captured within i-Tree and through use of the CAVAT method. Many other environmental, social and ecological benefits such as reduction in noise pollution, temperature regulation and associated reductions in energy consumption, health and well-being benefits and habitat for wildlife are also provided by urban trees. Thus the total value of benefits provided by Peterborough's trees is likely to be much greater than the figures presented here. Furthermore, Peterborough's trees represent a relatively young tree stock and the benefits delivered from these trees and their associated value will generally increase as the trees mature.

The valuation will also slightly underestimate the full value of the Peterborough tree stock as not all council owned trees are currently included in the inventory of single trees or tree groups. Although the vast majority of trees in the more urban areas are included, there are some gaps in some of the rural wards. This was checked by examining a GIS layer of all tree cover against a layer that identifies all council owned land. Please note, also, that we have only assessed council owned trees. These are thought to represent less than 15% of the total tree stock across the local authority area, although in several of the wards towards the urban centre, more than 50% of the total tree stock is council owned. This means that the benefits calculated in this report represent only a relatively small proportion of the total benefits provided by trees across Peterborough.

Peterborough's individual tree stock is relatively diverse at present, with no single species taking up more than 10% of the stock. However, the tree groups are less diverse, with a large proportion made up of ash, and overall diversity is much lower. This is a potential problem, as new pests and diseases are appearing regularly, with the potential to devastate certain species. Ash, in particular, is susceptible to ash dieback, which only appeared in this country a few years ago, and is starting to have a major impact on this species across the country. If ash dieback were to become common in Peterborough, this would lead to the potential destruction of large numbers of Peterborough's trees, which in turn would lead to a major loss of the benefits described in this report. It is important therefore, that

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Peterborough Council adopts a policy of replacing all trees that are removed, and plants a wide variety of different species to reduce the impact of any one particular disease.

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## Annex 1: i-Tree Eco v6 benefit model methods

i-tree Eco v6 is designed to use standardized field data along with local hourly air pollution and meteorological data to quantify urban forest structure, multiple benefits delivered by the trees and their associated value. Specifically, i-Tree Eco can provide assessments of:

- Urban forest structure (e.g., species composition, tree health, leaf area, etc.).
- Amount of pollution removed hourly by the urban forest, and its associated percent air quality improvement throughout a year.
- Total carbon stored and net carbon annually sequestered by the urban forest.
- Effects of trees on building energy use and consequent effects on carbon dioxide emissions from power sources.
- Structural value of the forest, as well as the value for air pollution removal and carbon storage and sequestration.
- Potential impact of infestations by pests, such as Asian longhorned beetle, emerald ash borer, gypsy moth, and Dutch elm disease.

Effects of trees on building energy use and the potential impact of infestations by pests were not included in our analyses of Peterborough's tree stock due to lack of data.

The most recent year both meteorological and pollution data were available within i-Tree Eco for the Peterborough area was 2013, with meteorological data collected from a weather station in Wittering (less than 10 miles from Peterborough city centre).

As information on tree crown health was not available in the provided tree inventory, i-Tree Eco used a default value of 13% dieback when tree health was required in the calculation of service benefits.

### Air pollution removal

Pollution removal was calculated for ozone (O<sub>3</sub>), sulphur dioxide (SO<sub>2</sub>), nitrogen dioxide (NO<sub>2</sub>), carbon monoxide (CO) and particulate matter less than 2.5 microns (PM<sub>2.5</sub>). Air pollution removal estimates were derived from calculated hourly tree-canopy resistances for O<sub>3</sub>, and SO<sub>2</sub> and NO<sub>2</sub> based on a hybrid of big-leaf and multi-layer canopy deposition models (Balducchi 1988; Balducchi et al 1987). As the removal of carbon monoxide and particulate matter by vegetation is not directly related to transpiration, removal rates (deposition velocities) for these pollutants were based on average measured values from the literature (Bidwell and Fraser 1972; Lovett 1994) that were adjusted depending on leaf phenology and leaf area. Particulate removal incorporated a 50 percent resuspension rate of particles back to the atmosphere (Zinke 1967). Recent updates (2011) to air quality modelling are based on improved leaf area index simulations and weather and pollution processing and interpolation (Hirabayashi et al 2011; Hirabayashi et al 2012; Hirabayashi 2011).

Valuation for pollutant removal was derived using the UK social damage costs (central estimates) based on avoided mortality and morbidity (Defra 2015) where figures were available (NO<sub>2</sub>, PM<sub>2.5</sub> and SO<sub>2</sub> – inflated from 2015 prices to 2018 prices). The default i-Tree values based on US externality costs were used when UK figures were not available (CO, O<sub>3</sub>) and converted to Sterling using the July 2018 exchange rate of £0.75 to \$1. Pollution removal prices used in these analyses were £984 per metric ton (tonnes) of CO, £1,423 per metric ton of O<sub>3</sub>, £22,168 per metric ton of NO<sub>2</sub>, £2,060 per metric ton of SO<sub>2</sub>, and £61,230 per metric ton of PM<sub>2.5</sub>.

### Carbon storage and sequestration

Carbon storage is the amount of carbon bound up in the above-ground and below-ground parts of woody vegetation. To calculate current carbon storage, biomass for each tree was calculated using equations from the literature and measured tree data. Tree dry-weight biomass was converted to stored carbon by multiplying by 0.5.

Carbon sequestration is the removal of carbon dioxide from the air by plants. To estimate the gross amount of carbon sequestered annually, average diameter growth from the appropriate genera and diameter class and tree health was added to the existing tree diameter (year x) to estimate tree diameter and carbon storage in year x +1.

Carbon storage and carbon sequestration values were calculated by multiplying the tonnes of carbon stored by the government's non-traded central carbon price (£66 per metric tonne of CO<sub>2</sub>, which is equivalent to £242 tonnes of carbon) in 2018 prices (BEIS 2017). The non-traded price is based on the cost of not emitting the tonne of carbon elsewhere in the UK in order to remain compliant with the Climate Change Act, in accordance with UK best practice on carbon storage and capture valuation.

### Avoided surface water runoff

Annual avoided surface runoff is calculated based on rainfall interception by vegetation, specifically the difference between annual runoff with and without vegetation. Although tree leaves, branches, and bark may intercept precipitation and thus mitigate surface runoff, only the precipitation intercepted by leaves is accounted for in this analysis.

The value of avoided runoff is based on Anglian Water charges for sewerage and water drainage (£1.70 per m<sup>3</sup> 2018 price). This approach does not separate foul water sewerage prices from surface water drainage, thus the resulting valuation may be an overestimation. This is, however, the same approach adopted in most other i-Tree studies in the UK.

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## **Annex 2: CAVAT method**

The Capital Asset Value for Amenity Trees (CAVAT) Quick Method as described in the user guide (Neilan 2017) was used to assess the amenity value of Peterborough's trees. CAVAT works by calculating a unit value based on the diameter of the trunk, and then adjusts this value to reflect the degree of benefit that the tree provides to the local population. This takes into account the nearby human population density, tree functionality and life expectancy. The CAVAT method uses a replacement value approach and is regularly used to set levels of compensation when trees are damaged or destroyed and provides a basis for managing trees in the UK as public assets rather than liabilities.

Specifically, the CAVAT Quick Method assigns a basic value to each tree according to its diameter at breast height (DBH) broken down into one of 16 size bands. This basic value is derived using a replacement cost approach. This basic value is then adjusted according to the population density of the urban areas of the Local Authority using the Community Tree Index (CTI) factor. For Peterborough, a separate CTI factor was applied for each ward, depending on the population density of the ward. The tree value is then multiplied by the functional value of the tree (how well the tree is performing biologically compared to what would be expected of a well-grown healthy tree of the same species and DBH). Five categories of functional value are used to classify the trees. Finally, the value is then adjusted for life expectancy of the tree to give the tree's final amenity value.

### **Reference**

Neilan, C. (2017) CAVAT. Quick Method: User's Guide. London Tree Officers Association.

### Annex 3: Tree groups

The breakdowns of how a typical hectare of shelterbelt and ancient woodland trees were calculated are given below.

#### Typical hectare of shelterbelt trees

The information provided by Peterborough Council on a typical hectare of shelterbelt trees included the total number of trees, the size of these trees (broken down by the number of trees in each DBH range) and the proportion of different species. There were only three DBH ranges of trees within a typical shelterbelt area, 0-20cm, 21-40cm and 41-60 cm. In order to be able to estimate benefit delivery by these trees in i-Tree Eco and with the CAVAT method, we had to estimate the number of individual trees of each species within each DBH band as well as their height, functional value and life expectancy.

Greater DBHs are more likely from larger tree species so we devised a method to account for this when estimating the proportions of trees allocated to the three different DBH bands of trees found within the shelterbelt. We classified the tree species into three categories; small, medium and large. Trees classed as small were all allocated to the 0-20cm band. This was calculated by multiplying the proportion of trees of a small species by the total number of trees in one hectare of shelterbelt. 11.49% of shelterbelt trees, for example, are hawthorns so we multiplied this by 1164 (total number of trees) to give us 134 trees, all of which were allocated a DBH of 0-20cm.

The proportion of trees left in each DBH band once all small tree species were allocated to 0-20cm DBH was then recalculated. Trees classed as medium in size were then allocated to the DBH bands of 0-20cm and 21-40cm according to the proportion of trees in each of these two categories. 14.26% of all shelterbelt trees, for example are field maple giving a total of 166 trees within a typical hectare of shelterbelt. We multiplied the proportion of remaining trees with a DBH of 0-20cm by 166 to give us the number of field maple trees of this size. The same calculation was done using the proportion of trees with a DBH of 21-40cm to give the total number of field maples of this size.

The proportion of trees left in each DBH band was recalculated once again to account for the trees already allocated to size bands of 0-20cm and 21-40cm. The trees classed as large were then allocated to each of the three size bands according to these proportions.

Each tree species of a particular DBH band was then allocated a height using the average value for that tree species and DBH from the inventory of single trees measured in the field. All trees were allocated a life expectancy of 40-80 years and functional value of 75% as these were the median and most common values for the trees in the single tree inventory.

Ranges of DBH are used in the CAVAT method, however, a single value is required in i-Tree Eco, so we used the midpoints of each DBH range.

### Typical hectare of ancient woodland

Averages from previous surveys of ancient woodland areas within Peterborough together with additional information provided by the council were used to determine the composition of a typical hectare of ancient woodland. The ancient woodlands of Peterborough contain both large standards and smaller understorey coppice trees. Each hectare contains c. 286 standards, dominated by ash and oak trees. Averages from previous surveys were used to determine the proportion of both medium and large ash and oak trees per hectare. The estimated range of DBHs typical for large and medium trees within the ancient woodlands was provided by the council. We took the centre points of these size ranges to use in subsequent analyses (medium = 40cm, large = 90cm). No information on height was available so the averages of ash and oak trees from the main dataset of single trees with the medium and large DBH ranges were used to determine height. The composition of the remaining standards was not available so the proportions of the species found in the understorey were used (see below). The larger tree species (elm, sycamore) were allocated DBHs and heights using the same approach as for ash and oak. Trees from the medium sized species (field maple) were allocated a DBH of 40cm (centre point of the medium range DBHs provided by the council) while the smaller species (blackthorn, cherry, hawthorn and hazel) were allocated a DBH of 20cm (centre point for the small range of DBHs). The average height of trees for each species with the relevant range of DBHs from the main dataset of single trees was used in subsequent analyses. Information on functional value and life expectancy was not available for the standards and so the same figures as used for the shelterbelt trees were applied.

Each hectare also contains c. 1340 coppice stems. The species composition of these trees was provided but information on DBH, height, functional value and life expectancy were unavailable. We therefore used the same proportions of DBH bands as found in the areas of shelterbelt trees and followed the same methods as described in the shelterbelt section above to allocate the number of trees of each species within the differenced DBH bands. The same approach as for the shelterbelt trees was also taken to estimate tree height with the same figures as above used for functional value and life expectancy.

|                          |                          |
|--------------------------|--------------------------|
| <b>CABINET</b>           | <b>AGENDA ITEM No. 7</b> |
| <b>26 SEPTEMBER 2018</b> | <b>PUBLIC REPORT</b>     |

|                                |                                                        |                   |
|--------------------------------|--------------------------------------------------------|-------------------|
| Report of:                     | Lou Williams; Service Director Children & Safeguarding |                   |
| Cabinet Member(s) responsible: | Cllr Sam Smith - Cabinet Member for Children's Service |                   |
| Contact Officer(s):            | Lou Williams; Service Director Children & Safeguarding | Tel. 01733 863612 |

## **OUTCOME OF OFSTED INSPECTION OF PETERBOROUGH CHILDREN'S SERVICES**

| <b>RECOMMENDATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>FROM: Corporate Director: People and Communities</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Deadline date: N/A</b> |
| <p>It is recommended that Cabinet:</p> <ol style="list-style-type: none"> <li>1. Notes the positive outcome of the Ofsted inspection of Children's Services under the new inspection framework: The Inspection of Local Authority Children's Services [ILACS];</li> <li>2. Acknowledges the commitment and dedication of staff within Peterborough in children's and allied services and the support provided by partner agencies in improving outcomes for vulnerable children and young people in Peterborough;</li> <li>3. Notes the areas for development noted in the inspection report and agrees in principle to support officers in delivering continuing improvement, continuing the strong tradition of corporate and Member support for Children's Services identified by inspectors.</li> </ol> |                           |

### **1. ORIGIN OF REPORT**

1.1 This report is submitted to Cabinet at the request of the Cabinet Member for Children's Services.

### **2. PURPOSE AND REASON FOR REPORT**

2.1 The purpose of this report is to enable Cabinet to gain an overview of the inspection findings about the impact of Children's Services and the broader partnership of agencies working with children and young people in Peterborough on improving outcomes. Peterborough welcomes external scrutiny since this provides us with an independently verified baseline against which to assess the impact of our services, while providing us with clear areas where we need to focus attention in order to continue service improvement.

2.2 This report is for Cabinet to consider under its Terms of Reference No. 3.2.1, 'To take collective responsibility for the delivery of all strategic Executive functions within the Council's Major Policy and Budget Framework and lead the Council's overall improvement programmes to deliver excellent services.'

### **3. TIMESCALES**

|                                             |           |                                  |            |
|---------------------------------------------|-----------|----------------------------------|------------|
| Is this a Major Policy Item/Statutory Plan? | <b>NO</b> | If yes, date for Cabinet meeting | <b>N/A</b> |
|---------------------------------------------|-----------|----------------------------------|------------|

#### 4. BACKGROUND AND KEY ISSUES

- 4.1. Ofsted carried out a three week inspection of Children’s Services in Peterborough under the new ILACS inspection framework, which was launched in January 2018. The inspection took place with inspectors on site between 25 June and 6 July; although inspection activity began on 18 June with inspectors scrutinising a range of information they requested us to provide. Inspections under the ILACS framework are unannounced.
- 4.2. Peterborough was last inspected in 2015 under the Single Inspection Framework, or SIF. The outcome of that inspection was that Peterborough ‘Requires Improvement in order to be good’ in all areas with the exception of adoption services, which were assessed as being good.
- 4.3. The outcome of the 2018 inspection was that Peterborough was assessed as ‘Good’ in all four inspection areas:
- The impact of leaders on social work practice with children and families;
  - The experience and progress of children who need help and protection;
  - The experience and progress of children in care and care leavers;
  - Overall effectiveness.
- 4.4. The full inspection report is attached as Appendix 1 to this report.
- 4.5. This represents very good progress since the last inspection, when inspectors were clear that our services were at the lower end of the ‘Require Improvement’ [or RI] judgement. For comparison, the table below shows all inspection outcomes for children’s services published in 2018 up to 12 August:

|                       | Impact of Leadership on Social Work Practice | The experience and progress of children needing Help & Protection | The experience and progress of Children in Care & Care Leavers | Overall Effectiveness |
|-----------------------|----------------------------------------------|-------------------------------------------------------------------|----------------------------------------------------------------|-----------------------|
| Buckinghamshire [SIF] | Inadequate                                   | Inadequate                                                        | Inadequate [adoption – good]                                   | Inadequate            |
| Bolton                | Good                                         | Good                                                              | Good                                                           | Good                  |
| Darlington {SIF}      | RI                                           | RI                                                                | RI [adoption Good]                                             | RI                    |
| Herefordshire         | Inadequate                                   | RI                                                                | RI                                                             | RI                    |
| LB Brent              | Good                                         | RI                                                                | Outstanding                                                    | Good                  |
| LB Havering           | Good                                         | RI                                                                | Good                                                           | Good                  |
| LB Hillingdon         | Outstanding                                  | Good                                                              | Good                                                           | Good                  |
| LB Lambeth [SIF]      | RI                                           | RI                                                                | RI [Adoption – inadequate]                                     | RI                    |
| North Yorkshire       | Outstanding                                  | Outstanding                                                       | Outstanding                                                    | Outstanding           |
| Oxfordshire           | Good                                         | RI                                                                | Good                                                           | Good                  |
| <b>Peterborough</b>   | <b>Good</b>                                  | <b>Good</b>                                                       | <b>Good</b>                                                    | <b>Good</b>           |
| Rochdale              | RI                                           | RI                                                                | Good                                                           | RI                    |
| Sunderland [SIF]      | Inadequate                                   | Inadequate                                                        | RI [adoption – good]                                           | Inadequate            |
| Surrey [SIF]          | Inadequate                                   | Inadequate                                                        | RI [adoption – good]                                           | Inadequate            |
| Wakefield             | Inadequate                                   | Inadequate                                                        | Inadequate                                                     | Inadequate            |

- 4.6. Of inspections carried out so far this year, only Bolton and North Yorkshire have equalled or bettered the outcome in Peterborough. Some local authorities continue to be inspected under the Single Inspection Framework or SIF – these are all authorities that were assessed as ‘Inadequate’ in their previous inspection. The SIF inspection has a separate judgement relating to adoption that is no longer part of the inspection outcomes under the ILACS framework.

- 4.7. The ILACS framework is almost entirely based on inspectors' evaluation of the quality of direct work with children and young people. Inspectors spend almost all of their on-site time meeting social workers, auditing their cases and talking about their experience working for the local authority. They then triangulate their findings by meeting children, young people and their families and interrogating our performance data.
- 4.8. This is in contrast with the SIF approach, where there are a significant number of meetings with partners, senior leaders and others, and where there is less analysis of the impact of direct case work than under the new framework. The new approach means that there is really no place to hide; rather than spending time talking to senior leaders about their approach to ensuring that the services for which they are responsible are delivering good outcomes, for example, inspectors assess this by investigating the quality of practice with children and their families. There is almost no opportunity for senior managers to put a 'spin' on the quality of services.
- 4.9. Under the new ILACS inspection framework, leaders are required to provide a self-assessment of children's services, indicating areas where practice is good and describing areas where improvement is still needed. Critically, inspectors want to see what action is being taken to address any areas for development, assessing the credibility of these.
- 4.10. The self-assessment is a very important document as it provides inspectors with evidence that leaders and managers know their services well, understand the areas where improvement or development is needed, and have clear plans in place to ensure the continuous improvement of the services for which they are accountable. It is therefore assessment of the credibility of the leadership.
- 4.11. It is therefore welcome that in their report, inspectors said that 'A stable leadership team has an accurate understanding of strengths and areas for improvement within the service, prioritising the areas that make the most difference for children. All areas for improvement are being addressed.' Inspectors also said that 'Corporate decision-making prioritises vulnerable children, with investments, partnerships and innovations in services all having a positive impact on children and their families.'
- 4.12. The commitment of Members to supporting children's services is a key area of concern for inspectors since this provides reassurance in relation to the on-going sustainability of children's services in any particular area. Inspectors said that 'There is very strong political and corporate support for children's services. This ensures that children's needs are prioritised, and that corporate decision-making, including significant areas of investment, is having a positive impact on children. The lead member and Local Safeguarding Children Board (LSCB) are providing effective challenge to the senior leadership team.'
- 4.13. Inspectors also complimented the changes to corporate parenting arrangements since the last inspection in 2015, saying: 'There has been significant progress in strengthening corporate parenting. Young people run alternate corporate parenting committee meetings and support active children in care councils for different age groups. Elected members make changes based on the feedback that they seek from young people. In addition, members act as 'corporate parenting champions' for improvements in specific areas of need, an example of this being the successful challenge to improve children's uptake of dental checks.'
- 4.14. Inspectors identified strengths across all areas of service delivery. They particularly complimented early help services in Peterborough, finding that our innovative delivery model was highly effective in terms of securing improved outcomes for children and young people, while also representing effective value for money. In large part, it is the network of lead professionals in schools, colleges, community health services, children's centres and other community facing services to thank for this outcome, supported by our small but highly effective central early help service. The delivery model of early help services in Peterborough is very different from that in most areas. The small central team works with schools, health services and so on to support

them to deliver effective support to children and young people where there are signs of emerging difficulties.

- 4.15. In many areas, local authorities fund teams of practitioners to undertake direct work with families and children. In Peterborough, much of the engagement and support comes via practitioners and schools already working with the family concerned. This is not only more sustainable, but often achieves better engagement since it is less stigmatising than being referred on to another service. This workforce is supported by a range of commissioned support services that are made available particularly where the issues affecting children and young people are more entrenched.
- 4.16. This operating model seeks to emphasise sustainability wherever possible. An example is in the provision of evidence-based parenting support programmes. Our approach has been to deliver a number of 'train the trainer' sessions, offering key practitioners in schools and elsewhere training in the delivery of such programmes. This means that programmes can be run without the need for continued funding. Schools buy-in to this approach because they can see the impact on children and young people attending their schools.
- 4.17. Inspectors also noted significant improvements in our more specialist services for children in need, in need of protection and who are in care or are care leavers since the last full inspection in 2015. The Multi-Agency Safeguarding Hub was seen as effective, while the quality of our assessments of vulnerable children has continued to improve.
- 4.18. Inspectors complimented the work of our alternatively qualified children's practitioners, which we introduced after the inspection in 2015 to help us to improve recruitment and retention, and tackle caseloads that were then too high. Inspectors noted that staff turnover was much improved and that children, young people, and families benefited from a highly skilled and experienced children's workforce.
- 4.19. Inspectors found our approach to child protection and safeguarding to be robust and that risks to children at most risk were well managed. They identified that the multi-disciplinary family safeguarding teams, established following our successful bid for innovation funding, are making a difference to families, although they said that these developments are still in their early days.
- 4.20. Children and young people in care were found to benefit from good quality, well-matched placements. Decision making for children coming into care was found to be timely and appropriate, and most children and young people in care live with foster families and experience good placement stability.
- 4.21. Inspectors were complimentary about our services and support to young people leaving care. They described the team of Personal Advisors as being highly committed, knowing their young people well and acting as strong advocates for them.
- 4.22. It is pleasing to see that Inspectors found a strong learning culture within Peterborough, underpinned by a highly effective quality assurance service. Inspectors could clearly see evidence of the impact of quality assurance, learning from when things have not gone as intended and a strong focus on developing the workforce with improved outcomes for children, young people and their families.
- 4.23. Other support services for vulnerable children and young people were also found to be effective. These included our responses to children missing education and those who are electively home educated. At the last inspection in 2015, inspectors were concerned about a lack of capacity in the virtual school; in this inspection they said they could see the impact of investment in this area of the service and found it to be working well in supporting children and young people in care in learning.
- 4.24. A significant concern of inspectors at the last inspection was the lack of performance management information available to managers in order to assist them in ensuring that children for whom they were accountable were progressing well through the case and care planning process. Inspectors acknowledged that this was also an area where we have made significant

improvements and again, they said that they could see how managers using this performance management information was feeding through into improving outcomes for children and young people.

- 4.25. Inspectors were impressed by our relationships with the Courts, the Child and Family Court Advisory and Support Service [CAFCASS] and with the progress of proceedings generally, and noted the high quality support of our legal service.
- 4.26. Inspectors also made a number of complimentary remarks about our approach to innovation in order to deliver improved outcomes while delivering value for money. Our early help services are one such example, about which inspectors were very complimentary as detailed above. They were similarly complimentary about the input of our alternatively qualified children's practitioners in supporting good outcomes for children in need and in supporting the work with children in need of protection, and said they could see some positive impact from our innovative Family Safeguarding approach.
- 4.27. Members will be aware that we have developed our Permanency Service in partnership with the leading children's charity, TACT. Ofsted described this new approach [the first in the country] as providing a 'seamless service' and found TACT to be delivering good quality fostering and adoption services. In verbal feedback during the course of the inspection, inspectors said that foster carers they had spoken to had described the support they received as carers since TACT began operating the service as better than it had ever been. This is really important feedback as improving support to carers was one of the key reasons for developing this model. Better supported carers are in a stronger position to meet the needs of sometime challenging children and young people placed with them, making it less likely that children experience placements breaking down.
- 4.28. All inspections identify areas for improvement, and as noted above, we welcome feedback on areas where we can secure improvements. Those areas identified as needing to improve in the inspection report were:
- **Assessments of children who are missing or who are at risk from child sexual exploitation** – Inspectors did find that the response to children going missing and at risk of exploitation is timely, but that use of specialist risk assessment tools needed to be more consistent;
  - **The use of chronologies in underpinning children's assessments** – Inspectors acknowledged that social work practice had improved in this area since 2015, but that chronologies are not yet always informing analysis and decision-making for all children;
  - **The number of return interviews that are successfully completed with children who have been missing from care** – Inspectors acknowledged that there is a process in place but this is not yet securing engagement with higher risk young people. Practice in Cambridgeshire is good in this area, and Peterborough will share in this good practice over the coming months;
  - **The quality of information provided to care leavers about their rights and entitlements, including how to access their health histories** – Broadly speaking, inspectors were very positive about services for care leavers but we agree we could do more to ensure that care leavers are kept fully informed of rights and entitlements and action to improve this is already being taken;
  - **Consistency of management oversight, including recording of casework supervision across all social work teams** – Inspectors acknowledged that social workers they spoke to said that they had regular supervision. They were complimentary about the additional opportunities provided by our quality assurance service to reflect on their work with children and young people. We do accept, however, that this is not always fully recorded. We will look again to see what support can be offered to managers in this area.

- 4.29. As noted elsewhere, Inspectors were clear that leaders and managers had a good understanding of the strengths and weaknesses of the service and that we were taking action to address any areas where this was needed.
- 4.30. Peterborough is a challenging place to deliver good outcomes for children and young people; we have a fast growing, highly mobile and highly diverse community with many children and their families living in areas of significant deprivation. To receive the feedback from inspectors that we have is testament to the hard work and dedication of all those working in relevant areas within the Council and of the highly significant contribution made by partners. It is a very good result for Peterborough's children and young people. The very last paragraph of the Ofsted report sums up their findings well, and is repeated here:

**'Children benefit from an increasingly experienced, permanent workforce. Social workers know their children well. This is a significant improvement since the last inspection. Almost all managers at all tiers are now permanent employees. Social workers have access to a range of training, including opportunities to progress as practice educators. They have time to spend with children, their visits are purposeful, and they capture children's views about their lived experience. Social workers told inspectors that Peterborough is a great place to work.'**

## **5. CONSULTATION**

- 5.1 Consultation has taken place with relevant managers and staff.

## **6. ANTICIPATED OUTCOMES OR IMPACT**

- 6.1 That Cabinet:

- Notes the progress made since the last full inspection in 2015;
- Acknowledges the very significant dedication, commitment and passion of our staff at all levels in the organisation to improving outcomes for children and young people in often difficult circumstances;
- Notes the positive comments about the impact of new corporate parenting arrangements including the development of the corporate parenting committee and the impact that this is having on improving outcomes for children and young people;
- Acknowledges the significant role played by partner agencies [and in particular schools and health services] in supporting good outcomes for children and young people through their commitment to supporting early help services across the City;
- Expresses continued support for Children's Services as we strive to continue to improve services and outcomes for children and young people in Peterborough.

## **7. REASON FOR THE RECOMMENDATION**

- 7.1 While the outcome of the inspection is a positive one, there is always further learning to do. Services need to continue to improve just to remain at the same judgement. This is because Ofsted's expectations about service quality continue to become more demanding.
- 7.2 It is important therefore that Cabinet has the opportunity to review the progress made since the last inspection and to re-confirm the Council's commitment to the on-going development of children's services in Peterborough.

## **8. ALTERNATIVE OPTIONS CONSIDERED**

- 8.1 There are no applicable alternative options.

## **9. IMPLICATIONS**

### **Financial Implications**

9.1 There are no direct financial implications arising from this report.

**Legal Implications**

9.5 There are no direct legal implications relating to this report.

**Equalities Implications**

9.6 There are no equalities implications, either positive or negative.

**Implications for Children and Young People**

9.7 This report is entirely related to promoting the best interests of children and young people in general and vulnerable children and young people in particular, including children and young people in care.

9.8 It is encouraging that independent inspectors from Ofsted have identified that our services have improved significantly and are now good across all inspection outcome areas.

**10. BACKGROUND DOCUMENTS**

Used to prepare this report, in accordance with the Local Government (Access to Information) Act 1985

10.1 None.

**11. APPENDICES**

11.1 Appendix 1 - Peterborough City Council: Inspection of Children's Social Care Services: 25 June 2018 to 6 July 2018

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# Peterborough City Council

## Inspection of children's social care services

**Inspection dates: 25 June 2018 to 6 July 2018**

**Lead inspector: Brenda McInerney, Her Majesty's Inspector**

| <b>Judgement</b>                                                         | <b>Grade</b> |
|--------------------------------------------------------------------------|--------------|
| The impact of leaders on social work practice with children and families | Good         |
| The experiences and progress of children who need help and protection    | Good         |
| The experiences and progress of children in care and care leavers        | Good         |
| Overall effectiveness                                                    | Good         |

Services for children in Peterborough are good and have improved significantly since the last inspection in 2015. Areas for improvement noted during the joint targeted inspection in 2017 have been addressed. Children's lived experiences are at the centre of practice and, as a result, they benefit from good, timely decision-making. The participation of, and direct work with, children and families are key strengths.

Corporate decision-making prioritises vulnerable children, with investments, partnerships and innovations in services all having a positive impact on children and their families. This includes investments in the virtual school, a psychology service for children in care and housing provision for care leavers. Some statutory functions in relation to fostering and adoption are delegated to a national charity that provides a seamless service model.

A stable, effective senior leadership team has driven improvement at pace. Leaders have an accurate understanding of strengths and weaknesses and have created the conditions for social work practice to thrive. There is a strong learning culture underpinned by an effective quality assurance and performance

framework. Leadership arrangements are combined with Cambridgeshire local authority.

Corporate parenting approaches are well established. Outcomes for children in care and care leavers are improving because of the concerted focus and challenge from leaders.

## What needs to improve

- Assessments of children who are missing or who are at risk from child sexual exploitation.
- The use of chronologies in underpinning children's assessments.
- The number of return interviews that are successfully completed with children who have been missing from care.
- The quality of information provided to care leavers about their rights and entitlements, including how to access their health histories.
- Consistency of management oversight, including recording of casework supervision across all social work teams.

## The experiences and progress of children who need help and protection: Good

1. Children and families benefit from a good early help offer, which is helping to prevent the need for statutory interventions. Early help assessments, mostly completed by schools and health professionals, are all quality assured to ensure that they capture children's needs and take account of their views. A range of family support is available, and this is effective in tackling emerging risks to children, including risks from neglect.
2. Partners are well supported to lead and review early help for children and families. The progress made by families supported by early help services is closely tracked, and additional support is provided if children's needs remain unmet. Children living with the impact of domestic abuse benefit from direct work from a dedicated children's worker. This helps to ensure that their experiences are understood by parents and professionals and can inform decision-making.
3. The multi-agency integrated front door (IFD) makes good, timely decisions in response to risks to children. Decision-making is well informed by family histories and social work analysis. Thresholds are well understood by referring partners and consent for information gathering is gained from parents and some young people. Immediate child protection concerns are passed

promptly for action within the assessment teams. However, a small number of lower-level contacts take several days to be completed, causing delays before children's needs are assessed.

4. A daily multi-agency meeting to review incidents of domestic abuse where children live within the household is ensuring timely action by children's services as part of a well-coordinated multi-agency response. For a small number of children, the impact of living with domestic abuse is not fully understood, due to the inconsistent use, by social workers, of risk assessment tools. This is noted as an area for improvement in the recent IFD service plan.
5. Children, families and professionals who require advice and support outside office hours receive an effective response. This includes discussions and joint investigations with the police and, where necessary, with health services, ensuring that risks to children are recognised and well managed.
6. When children are at risk of significant harm, strategy meetings are timely and well attended by key professionals. Child protection enquiries are effective. They are completed jointly with police when appropriate and they ensure that action is taken to protect children. When children are found to be at risk of harm, progress to child protection conferences is consistently timely.
7. Responses to children who go missing or who are at risk of exploitation are timely and they are closely tracked by a lead manager and missing coordinator. When risks escalate, strategy meetings are held, with appropriate professionals in attendance. Practice around the use of specialist risk assessments, however, is not yet consistent. Some of these assessments lack meaningful analysis, as recent audit activity has recognised. For a small number of children and young people, decisive action to protect them should have been taken sooner. Recent practice to support children at high risk of sexual or criminal exploitation is resulting in effective interventions. This has reduced their exposure to further harm.
8. Children who go missing are now routinely offered an opportunity to speak to an independent person about their reasons for going missing. Most return interviews demonstrate detailed discussions with young people and they identify risk factors. This information is appropriately shared and used well to inform multi-agency planning. A multi-agency operational group is overseeing work with young people at risk, supporting planning for them. However, the impact of the work of the group on reducing risk to children is not routinely tracked and analysed.
9. Robust systems are in place to track and monitor children missing from education. The experiences of children being electively home educated are well understood. Reviews completed at each visit to these children provide a clear picture of the quality of provision they receive and of their well-being.

Any safeguarding concerns for both groups of children are promptly referred to children's social care.

10. Children's assessments are of a good quality. They include a clear analysis of presenting concerns as well as strengths, and they inform appropriate next steps. Social workers undertake creative and sensitive direct work to seek children's views within assessments, with cultural and identity issues being well considered for most children. Genograms are used to good effect to understand dynamics within families, particularly where there are concerns about alcohol and substance misuse within the family. Social work practice in updating chronologies with significant events to underpin children's assessments has improved since the last inspection. However, they are not consistently informing analysis and decision-making for all children.
11. A multi-agency unborn baby panel ensures that the needs of babies potentially at risk are reviewed at the point of referral and following assessment. Where necessary, parallel planning is initiated to support children achieving early permanence. However, guidance to refer the unborn children of young and adult care leavers to social care has been interpreted too narrowly. In a very small number of cases, this is resulting in decision-making which is not proportionate to risk. This was recognised by leaders and appropriate follow-up action was taken.
12. Effective planning is helping to maintain a clear focus on outcomes for children. Plans are regularly overseen through well-attended core groups and child in need reviews. A small number of children's initial child protection plans made at conference are too adult-focused and generic, although these develop in quality and child focus when updated by the multi-agency core group. Planning is dynamic and responsive, with highly effective practice in escalating and de-escalating children's plans when their circumstances have deteriorated or improved.
13. Children in need are helped by targeted interventions, led by children's practitioners, which are resulting in improved outcomes for children. Where risks escalate, or assessments need updating, work is led by a qualified social worker. Team managers have regular oversight of these plans and ensure that work undertaken by children's practitioners is at an appropriate level. Wider child in need planning, following a decision to cease a child protection plan, gives families sufficient time and support to sustain the progress made in keeping their children safe.
14. Recently established multi-disciplinary family safeguarding teams are having some early impact in addressing parenting impaired by factors such as substance misuse, poor mental health or domestic abuse. Children's circumstances are improving through timely, intensive support provided for parents whose capacity for change is carefully tracked through multi-professional supervision. Children build trusting relationships with their social

workers through ongoing direct work that helps their parents and professionals understand their lived experiences.

15. A quality of care tool, increasingly embedded following the findings of a joint targeted inspection last year, is strengthening practice for children experiencing risk from neglect. Where it has been used skilfully, this tool has enhanced the progress of planning and contributed to positive outcomes for children. There has been limited analysis of the evidence gathered to understand what the findings mean for the children and their parents. However, this is not preventing the best decisions being made for children.
16. Children benefit from effective legal planning when their circumstances do not improve. Letters sent to parents when decisions are made to initiate a public law outline process make clear what needs to change. Pre-proceedings work is timely, children's progress is closely monitored and authoritative action is taken when risks to children do not reduce.
17. Children with complex needs and disabilities receive timely and robust assessments that focus on their needs and inform their care plans. They benefit from sensitive work by experienced social workers, with the creative use of tools to capture their wishes and feelings. Risks to children are robustly managed, and decisive action, including initiating care proceedings, is taken to ensure that they are safeguarded.
18. The numbers of referrals for children at risk of radicalisation or female genital mutilation are low, although responses are proportionate, including prompt joint child protection enquires where required.
19. A small number of children are identified as being privately fostered. Arrangements for assessing and monitoring the care arrangements for privately fostered children are robust, visits are purposeful and, where relevant, children's need for permanence planning is addressed.

### **The experiences and progress of children in care and care leavers: Good**

20. When children need to be in care, decision-making is timely and appropriate, and thresholds are applied correctly. Any arrangements made for children under section 20 of the Children Act 1989 are promptly reviewed to ensure that they are appropriate. When care proceedings are issued, permanence is secured for the majority of children. The local judiciary and the Children and Family Court Advisory and Support Service (CAFCASS) express confidence in the quality of care applications, including expertise in children's cases that include complex international dimensions.

21. Children live in placements that meet their needs, and overall placement stability is good. Most children in care live with foster families. Children are matched appropriately to carers, including, where possible, carers willing to commit to the option of staying put in the future. Planning and support for children who are unaccompanied asylum seekers is a strength.
22. Children in care get good support from their carers and their social workers to keep themselves safe. The designated nurse provides robust oversight of the health needs of children. Performance in providing initial health assessments, health reviews and dental checks shows sustained improvement.
23. There is now a consistent offer of an independent return interview for children who go missing from care. However, the process is not successfully engaging enough young people at high risk, so is not effective in reducing risk for this group.
24. Children's personal education plans (PEPs) are reviewed termly and help track children's individual educational progress. However, children's views and their hopes and aspirations for the future are not consistently recorded in these plans, and targets being set are not always specific or achievable between PEP reviews.
25. The quality of planning and support for children in care and care leavers provided by the virtual school has improved following investment in key new posts. Children's attendance at school is in line with pupils nationally and no children in care within the city have been permanently excluded in recent years. The recent addition of an educational psychologist is beginning to have some early positive impact in providing schools with strategies to support pupils in care.
26. Children know their independent reviewing officers (IROs) well and are consistently able to meet with them before reviews. Older children are encouraged to chair their own meetings. IROs appropriately escalate concerns when there is any delay in care planning, for instance in initiating pathway planning when children reach 16. Support from advocates and long-term independent visitors is ensuring that children's views are heard and can be promoted.
27. Foster carer recruitment, training and approval are effective. Assessments of foster carers are of good quality. The fostering panel addresses issues within assessments thoroughly, and carers' reviews consider the views of children in placement. The provision of equivalent support to foster carers, connected persons, special guardians and carers of privately fostered children is making a demonstrable contribution to the quality and stability of placements for a wide range of children.

28. Children are matched appropriately to carers, and children receive high quality, stable care. For the small number of children who have had several placements, this has been appropriate and well managed. Disabled children achieve permanence and stability in placements that meet their long-term needs.
29. Children are able to enjoy safe contact arrangements with their families through a dedicated contact service. Detailed assessments of children's need to live with or apart from brothers and sisters inform good decision-making, although in a small number of assessments there was limited use of available research to support recommendations.
30. Children are encouraged to pursue a wide range of hobbies and interests, which are consistently promoted and reflected within their care planning. Children spoke with pride about their individual interests and achievements and how much they enjoyed the free leisure passes, residential holidays and summer schemes which Peterborough local authority provides for all children in care.
31. Dedicated life-story workers help children to understand their histories and experiences. The quality of this important work is good, although for some children it is not timely enough. Steps to ensure that social workers routinely complete life-story work are at an early stage.
32. Children in care benefit from very effective multi-agency working to meet their needs. Many carers benefit from input from a 'looked after children' psychologist. These carers include families of children returning home from care. Children placed outside the authority access the same level of services, including good support for their emotional well-being.
33. Good-quality practice and outcomes for children in achieving adoption has been sustained since the last inspection. A wide range of children achieve permanence through adoption, including older children, children with complex needs and groups of brothers and sisters. The timeliness of adoption for the 23 children adopted in the last 12 months has improved. Fostering for adoption is a strength in Peterborough local authority, underpinned by robust arrangements for planning for unborn children. Post-adoption support and support to special guardians are effective, and there is good use of the adoption support fund to support trauma-informed practice with children and families.
34. Children who return home to live with their families benefit from detailed multi-agency planning and effective longer-term help, enabling them to return and remain at home successfully.
35. Care leavers receive very good support from social workers and personal advisers. Recent pathway planning is more collaborative with young people,



strengthening focus on their aspirations for work, education and volunteering, and consideration of their identity, health and emotional well-being needs. Senior leaders have recognised the need to increase capacity and reduce caseloads in the leaving care service.

36. Personal advisers know their young people well and they remain in very regular contact with them. They are highly committed and act as strong advocates for young people.
37. A large majority of children remain in care until the age of 18 and all eligible care leavers have been offered a service up to the age of 25. Care leavers are encouraged and supported towards independence at a pace that is right for them. Staying put is an option for increasing numbers of young people, and for others there is a range of suitable accommodation. Young people in semi-independent accommodation receive good levels of support to build a range of independence skills. Care leavers feel safe in their homes and communities.
38. Young people are financially supported to access higher education, with a good number of care leavers currently attending university. The addition of a post-16 adviser to the virtual school has helped to progress plans for work placements for care leavers, after young people themselves asked for easier access to work experience. However, there are currently no apprenticeships or schemes specifically provided for young people leaving care within the council, although several projects are being implemented.
39. The health needs of care leavers are well supported, and there is help to engage in services to address their emotional well-being. Some young people, and the staff who support them, are unclear about the location of health summaries. As a result, some young people, including some young parents, are not aware of important information about their health history.

### **The impact of leaders on social work practice with children and families: Good**

40. There is very strong political and corporate support for children's services. This ensures that children's needs are prioritised, and that corporate decision-making, including significant areas of investment, is having a positive impact on children. The lead member and local safeguarding children board (LSCB) are providing effective challenge to the senior leadership team. The combined leadership arrangements with Cambridgeshire have been subject to tests of assurance by the LSCB chair, ensuring that there is sufficient senior management capacity across each authority.
41. Partnerships at strategic and operational levels are a significant strength in Peterborough. Effective relationships with CAFCASS and the family courts

are helping to secure early permanence for children. A senior manager from Peterborough co-chairs the Local Family Justice Board, which is actively driving local improvement work in public law.

42. Following the joint targeted area inspection last year, the action plan to address practice to safeguard children at risk of neglect has been largely implemented. Ongoing quality assurance activity and workshops for staff continue to ensure that good practice is fully embedded at the frontline.
43. Leaders understand well the diverse needs of their community. They target and commission resources, such as interpreters based within social care teams, and methods of intervention that are meeting the needs of children and their families.
44. Strategic planning for children's services prioritises innovation and sustainability through partnerships and participation. A number of initiatives, such as the targeted youth support service and supported lodgings, have been developed in response to the increase in the numbers of older children entering care. However, these are still at the implementation stage and not yet having an impact in providing robust alternatives to care for vulnerable adolescents.
45. There has been significant progress in strengthening corporate parenting. Young people run alternate corporate parenting committee meetings and support active children in care councils for different age groups. Elected members make changes based on the feedback that they seek from young people. In addition, members act as 'corporate parenting champions' for improvements in specific areas of need, an example of this being the successful challenge to improve children's uptake of dental checks.
46. While corporate parents have high aspirations for young people, this has not consistently translated into action in all areas. Elected member challenge to improve children's educational progress is not yet well informed because reporting to members on children's year-on-year progress is at an early stage. Progress on providing opportunities for care leavers has been slow.
47. A stable leadership team has an accurate understanding of strengths and areas for improvement within the service, prioritising the areas that make the most difference for children. All areas for improvement are being addressed. There remain some inconsistencies in the quality of practice in a very small number of cases.
48. There is a strong learning culture in Peterborough. Quality assurance approaches are a strength and play a pivotal role in improving frontline practice and encouraging reflective learning. Thematic issues pulled together from audit findings are used well to inform workforce development and provide good opportunities for learning from practice.

49. An effective participation strategy reflects a strong commitment to enabling children and parents to influence the delivery of services. This includes a service user forum to engage with parents involved in child in need or child protection planning and a monthly forum for parents of disabled children attended by senior leaders. Children contribute to improving services through a young inspectors programme; 10 young people audited their own care plans, and this led to improvements in information in care plans being kept up to date.
50. The local authority has made marked progress in strengthening its performance management arrangements. Leaders have embedded a new performance management framework, secured consistent compliance with practice standards and ensured more accurate target setting where improvements are needed. A range of 'trackers' and panels have improved management oversight and help prevent drift in plans for children, particularly around achieving permanence. Children's services performance is owned at a corporate level, with the chief executive chairing a quarterly performance meeting.
51. Managers have desktop tools to maintain oversight of performance at a team level. While these tools have only recently been introduced, they are having an impact on improving practice and outcomes for children. The lead member and chief executive are in touch with frontline practice, including regular reports on young people at highest risk.
52. Most social workers have regular supervision. While this has not been consistent in every team, recent audit activity and additional management capacity has started to address this. Social workers described supervision as being reflective, although this was not demonstrated in supervision records. Social workers told inspectors that they value other opportunities for case discussion, such as 'QA drop in' sessions. They feel very well supported by senior managers. They value taking part in case audit interviews with senior managers and link these directly to improvements in practice.
53. Children benefit from an increasingly experienced, permanent workforce. Social workers know their children well. This is a significant improvement since the last inspection. Almost all managers at all tiers are now permanent employees. Social workers have access to a range of training, including opportunities to progress as practice educators. They have time to spend with children, their visits are purposeful, and they capture children's views about their lived experience. Social workers told inspectors that Peterborough is a great place to work.



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|--------------------------|--------------------------|
| <b>CABINET</b>           | <b>AGENDA ITEM No. 8</b> |
| <b>24 SEPTEMBER 2018</b> | <b>PUBLIC REPORT</b>     |

|                                |                                                                                                      |                   |
|--------------------------------|------------------------------------------------------------------------------------------------------|-------------------|
| Report of:                     | Amanda Askham – Director of Business Improvement and Development (Cambridgeshire County Council) and |                   |
| Cabinet Member(s) responsible: | Cllr David Seaton – Cabinet Member for Resources                                                     |                   |
| Contact Officer(s):            | Amy Brown – Senior Lawyer, Legal and Democratic Services, PCC                                        | Tel. 01773 452617 |
|                                | Lynsey Barron – Shared Services Programme Manager, PCC/CCC                                           | Tel: 01223 699060 |

## **PETERBOROUGH CITY COUNCIL (PCC) AND CAMBRIDGESHIRE COUNTY COUNCIL (CCC) SHARED SERVICES JOINT WORKING AGREEMENT AND PROTOCOLS**

| <b>RECOMMENDATIONS</b>                                                                                     |                                  |
|------------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>FROM:</b> Director of Business Improvement and Development (CCC)                                        | <b>Deadline date:</b> 24/09/2018 |
| It is recommended that Cabinet approve the principles set out in the Joint Working Agreement and Protocols |                                  |

### **1. ORIGIN OF REPORT**

1.1 This report is submitted to Cabinet following a referral from CMT on 12 September 2018.

### **2. PURPOSE AND REASON FOR REPORT**

2.1 The purpose of this report is to:

- provide an overview of the Joint Working Agreement and Protocols
- seek approval for the Joint Working Agreement and Protocols.

2.2 This report is for Cabinet to consider under its Terms of Reference No. 3.2.1, 'To take collective responsibility for the delivery of all strategic Executive functions within the Council's Major Policy and Budget Framework and lead the Council's overall improvement programmes to deliver excellent services.'

### **3. TIMESCALES**

|                                             |           |                                  |            |
|---------------------------------------------|-----------|----------------------------------|------------|
| Is this a Major Policy Item/Statutory Plan? | <b>NO</b> | If yes, date for Cabinet meeting | <b>N/A</b> |
|---------------------------------------------|-----------|----------------------------------|------------|

### **4. BACKGROUND AND KEY ISSUES**

4.1 Peterborough City Council has been working on an ambitious programme of transformation for several years, with a determination to improve lives for local people despite an increasingly challenging financial context. Building a whole system approach which puts community

outcomes firmly at the centre of all that we do and which is built around shared priorities, outcomes and cost efficiencies is a crucial part of the programme. This work requires a greater degree of collaboration between local public services, their partners and providers and with the public than has been ever previously been experienced in Local Government.

- 4.2 As part of this new model of Local Government, Peterborough City Council (PCC) and Cambridgeshire County Council (CCC) have come together to explore the merits of shared and integrated services, looking at how we might further develop our close working relationship to reduce cost to serve, avoid duplication and ensure that we put outcomes for people at the heart of service delivery.
- 4.3 This approach is not new, over the last few years both Councils have taken advantage of opportunities for shared services as they arose. In 2015, Dr Liz Robin, was appointed as joint Director of Public Health in PCC and CCC under a shared services arrangement. In June 2016, Gillian Beasley was appointed as Chief Executive of both Councils after a trial period which demonstrated the benefits of the shared role. Later that year, following the resignation of the CCC Executive Director for Children, Families and Adults (now the People and Communities (P&C) Directorate), Members in both Councils agreed a programme of integration for senior roles and all Directors in P&C are now in shared roles.
- 4.4 Following the success of these opportunistic arrangements and the benefits they delivered to both Councils, in November 2017 Peterborough City Council asked the Chief Executive to explore delivery of further shared services and asked Members in CCC to support a joint programme of work. This was agreed and Members in both Councils acknowledged that opportunities could take a number of forms but principally the aim is to save money, make efficiencies and manage demand on Council services.
- 4.5 In January 2018, following a high level review of opportunity areas, members in PCC and CCC approved a programme of work to identify and maximise opportunities in the following areas:
- Sharing back office functions
  - Reducing leadership costs
  - Maximising purchasing power
  - Reducing duplication of systems and processes
  - Reducing estate costs
  - Building resilience through shared teams, shared systems and processes
- 4.6 As the programme has progressed, some clear areas of opportunity and significant benefits for both organisations have been identified. However, to develop robust business cases both for the overarching work and for individual pieces of integration within the programme, a Joint Working Agreement (JWA) must be established. The JWA will allow both Councils to share the information, expert knowledge and the resource that are needed to develop a strategic and evidence based approach to further shared or integrated services.
- 4.7 The JWA and Protocols that are appended for comment and endorsement, set out the principles which will govern the way in which PCC and CCC will identify and integrate their services. These documents will provide officers with the support and guidance they need to develop business cases and then to implement change.
- 4.8 It should be noted that the JWA is not a commitment to deliver future services in any particular way and that it includes a Sovereignty Guarantee designed to protect the separate legal and political identities of each Council. The method of service delivery will be outlined in individual project business cases and approved through the governance as outlined in schedule 8 of the JWA.

## **5. CONSULTATION**

- 5.1 Section four of the report provides the background to the engagement and political decision making of members at PCC and CCC. Schedule 8 of the JWA sets out the political governance

arrangements spanning both PCC and CCC, covering both political decision making and engagement opportunities.

- 5.2 Consultation as a result of any proposed changes will be part of the business case development and planning stages. Members will be consulted with as part of this process or where a political key decision is required, through the relevant political decision making body in both Councils.

## **6. ANTICIPATED OUTCOMES OR IMPACT**

- 6.1 The Joint Working Agreement (“JWA”) encapsulates the shared aims and intended outcomes of a collaborative approach to service delivery (see in particular Schedule 2) and sets out the core principles and requirements underpinning formal joint working arrangements between PCC and CCC.

- 6.2 Whilst the JWA does not in itself give rise to joint working arrangements in general or in relation to any particular service area it does provide a platform through which opportunities can be explored and approved on a case by case basis. This includes the requirement to produce a detailed business case assessing the overall viability of each proposal having regard in particular to the financial and human resource implications.

- 6.3 Where joint working arrangements are approved, they will be implemented and reviewed in accordance with the JWA. In particular, Schedules 4 to 7 of the Agreement contain the HR, Financial, Information and Technology Sharing Protocols which govern the way in which the services are delivered. These Protocols provide the foundations for compliant and efficient ways or working together ensuring the overall viability of the arrangements in terms of resource and information governance.

- 6.4 Where the joint working arrangements provide opportunities for staff from each organisation to work together, this will be formalised via a s.113 Agreement (see Schedule 3).

- 6.5 Schedule 8 of the JWA sets out the general governance arrangements spanning both PCC and CCC and Schedule 9 contains a Sovereignty Guarantee which sets out each organisation’s commitment to protecting and honouring the political independence of each organisation.

- 6.6 In terms of risk and liability, each organisation will retain overall responsibility for its staff and budgets and will continue to maintain appropriate levels of insurance in that respect. Where however the staff of one organisation are acting on behalf of the other, that other organisation will be liable for their acts and/or omissions. Equally each authority will bear the cost of any liability or obligations arising from the delivery of the service within that setting. Where there is a clear distinction, complaints and other proceedings will be managed by the organisation to which they relate however it is foreseen that there will be occasions when it is necessary to agree a joint process and that so far as is permissible there should be a collaborative response to any issues identified.

- 6.7 The JWA will continue in force until either Council gives notice after which there will be a period of 12 months for the arrangements to be brought to an end giving each organisation sufficient time to look at alternative models of delivery. However, there is in defined circumstances (see clause 23.5) the option for more expedient action to be taken in which case the agreement can be terminated on 3 months’ notice. Ultimately however it is intended that these arrangements will continue indefinitely having regard to the significant benefits it is envisaged will be achieved and there are standard dispute resolution provisions to assist in the resolution of any issues that may arise.

- 6.8 The overall success of the joint working arrangements will be continually kept under review by the service leads for the relevant service areas. A more formal review will also be completed annually by the Senior Responsible Officer for the purpose of formulating an annual strategic business case (see clause 4) and the arrangements will be subject to the usual audit requirements of each authority (see clause 20).

## **7. REASON FOR THE RECOMMENDATION**

- 7.1 The JWA and Protocols set out the principles which will govern the way in which CCC and PCC will identify and integrate their services to include a Sovereignty Guarantee designed to protect the separate legal and political identities of each Council.

## **8. ALTERNATIVE OPTIONS CONSIDERED**

- 8.1 As new opportunities are identified for possible joint working / sharing or integration across the two Councils, individual business cases will be developed to determine the viability and will explore alternative options as appropriate. Both councils are signed up to the Shared Services agenda. If shared options are not pursued then the status quo would be maintained by working together on a piecemeal basis, which does not provide the same level of opportunity for cohesion in service delivery and/or maximising the opportunities for building resilience and maximising resource potential. This JWA provides an opportunity to create a set of shared principles through which joint working arrangements can be explored and formalised in a systematic way also enabling effective management and oversight across representatives from both organisations.

## **9. IMPLICATIONS**

### **Financial Implications**

- 9.1 There are no significant implications directly involved with the approval of the JWA. The Human Resources and Financial protocols (schedules four and five) outline how the finances and impacts on the workforce will be managed. All proposals for change will be subject to individual project business cases.

### **Legal Implications**

- 9.2 The JWA and the Section 113 set out the principles which will govern the way in which CCC and PCC will identify and integrate their services to include a Sovereignty Guarantee designed to protect the separate legal and political identities of each Council. Section 6.6 of this report provides additional information about risk and liability.

### **Equalities Implications**

- 9.3 There are no significant implications directly involved with the approval of the JWA and appended schedules. Impact Assessments relevant to both parties will be undertaken when changes are being proposed to existing service, policy, strategy or function through the Shared and Integrated Services Programme.

## **10. BACKGROUND DOCUMENTS**

- 10.1 Appointment to Shared Senior Management Posts across Children, Family, Adults and Education and determination of salary – PCC Employment Committee report – 23 June 2017 - <http://democracy.peterborough.gov.uk/ieListDocuments.aspx?CId=141&MId=4001&Ver=4>
- 10.2 Review of Senior Leadership Team – CCC Staffing and Appeals Committee report – 16 June 2017 - <https://tinyurl.com/y8s7t9qx>
- 10.3 Shared and Integrated Services Update for Communities and Partnerships Committee at Cambridgeshire County Council - May 2018:<https://tinyurl.com/y86ddnln>

## **11. APPENDICES**

- 11.1 Appendix 1 - Joint Working Agreement and Protocols.

**DATED**

**2018**

**(1) PETERBOROUGH CITY COUNCIL**

**(2) CAMBRIDGESHIRE COUNTY COUNCIL**

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**JOINT WORKING AGREEMENT**

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Legal Services  
Peterborough City Council

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**THIS AGREEMENT** is made on the                      of                      2018

## **PARTIES**

- (1) Peterborough City Council of Sand Martin House, Bittern Way, Fletton Quays, Peterborough, PE2 8TY (“**PCC**”); and
- (2) Cambridgeshire County Council of Shire Hall, Castle Street, Cambridge, CB3 0AP (“**CCC**”).

together referred to as the “Parties”

## **BACKGROUND**

- (A) CCC and PCC are committed to identifying ways of working together through the combination, sharing and closer integration of services in order to develop and enhance service delivery, build resilience and achieve future efficiencies.
- (B) This Agreement sets out the principles and protocols which will govern the way in which CCC and PCC will identify and integrate their services to include a Sovereignty Guarantee designed to protect the separate legal and political identities of each Council.
- (C) This Agreement is entered into in reliance on the exclusive rights given to local authorities in sections 101, 102, 112 and 113 of the Local Government Act 1972 and s.9EA of the Local Government Act 2000 and the Regulations made under these Acts (to include but not limited to the Local Authority (Arrangement for the Discharge of Functions) (England) Regulations 2012), together with the general power within section 2 of the Local Government Act 2000 and the supporting provisions within section 111 of the Local Government Act 1972.

## **OPERATIVE PROVISIONS**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. This Agreement shall be interpreted in accordance with Schedule 1.

### **2. DURATION OF THE AGREEMENT**

- 2.1. This Agreement shall commence on the Commencement Date and will continue in force until it is terminated in accordance with [clause 23](#).

### **3. JOINT WORKING ARRANGEMENTS**

- 3.1. The aims, benefits, principles and intended outcomes of entering into the Agreement are set out in [Schedule 2](#) (“the Objectives”).
- 3.2. The Arrangements set out in clauses [4](#), [5](#), [6](#), [7](#), [8](#) and [9](#) of this Agreement will be implemented in support of the Objectives by each of CCC and PCC’s services identified as being suitable for joint working.

### **4. GOVERNANCE AND REVIEW**

- 4.1. The Arrangements and delivery of the Objectives shall be in accordance with roles and responsibilities set out in [Schedule 7](#).
- 4.2. The Senior Responsible Officer (“SRO”) shall carry out an annual review of the Arrangements for the purpose of evaluating:
  - 4.2.1. performance of the Arrangements against the targets, priorities and outcomes specified in this Agreement (or such other targets, priorities and outcomes as may be agreed between the Parties in writing from time to time);
  - 4.2.2. targets and priorities for the next Financial Year;
  - 4.2.3. the operation and effectiveness of the Arrangements;
  - 4.2.4. delivery of agreed outcomes and benefits and the role of the arrangements in relation to such delivery;
- 4.3. Following a review held in accordance with [clause 4.2](#) the SRO will make recommendations to the Parties in respect of the Arrangements.
- 4.4. The Parties will consider the recommendations made by the SRO pursuant to [clause 4.2](#) with a view to agreeing a Strategic Business Case summarising the priorities, targets and budgets for the next Financial Year, which will be monitored through the business planning process in both Parties together with any variations to the Arrangements.

### **5. CREATION OF COMBINED TEAMS**

- 5.1. Where PCC and CCC services are identified as potentially suitable for joint working, the relevant Service Director shall put in place the necessary arrangements to further develop the proposal with input from and in accordance with the requirements of the Shared Services Programme Team.

- 5.2. It will be the responsibility of the relevant Service Director to ensure that the development, approval and implementation of the business case for joint working arrangements is in compliance with this Agreement and schedules [4](#), [5](#), [6](#) and [7](#).
- 5.3. Where there is a business case for joint working, the Service Director will present that to the Programme Board for approval unless it meets the criteria of a Key Decision, in which case the Programme Board will be asked to recommend it for approval in accordance with the Parties' Internal Governance Document.
- 5.4. Where Services are approved for joint working in accordance with [clause 5.3](#), the Parties will enter into an s.113 Agreement to share defined posts ("the Shared Posts") in the form set out in [Schedule 3](#) of this Agreement (as amended to reflect the specific requirements of the Arrangements).
- 5.5. Where through historic arrangements Services are operating under existing s.113 Agreements, the Service Director will be required to present an updated business case to the Shared Services Programme Board setting out the proposals for continued delivery. Where approved the Service Director will be required to enter into a s.113 Agreement in the form set out at [Schedule 3](#) as well as ensuring compliance with Schedules [4](#), [5](#), [6](#) and [7](#).

## **6. PERSONNEL ARRANGEMENTS**

- 6.1. The Parties have jointly developed the HR Protocol which is designed to support the Arrangements but is not intended to be (and unless the Parties expressly agree otherwise in writing, will not have the effect of being), a substitute for either Parties existing HR Policies and Procedures.
- 6.2. The Parties agree to be bound by the terms of the HR Protocol and to fulfil their respective obligations in that respect. The HR Protocol may be varied in accordance with [clause 24](#).
- 6.3. During the term of the s.113 Agreement the recruitment, assignment to and management of the Shared Posts will be in accordance with this Agreement and the HR Protocol.

## **7. FINANCIAL ARRANGEMENTS**

- 7.1. The Parties have jointly developed the Financial Protocol which is designed to set out the financial principles governing the Combined Team.

- 7.2. The Parties agree to be bound by the terms of the Financial Protocol and to fulfil their respective obligations in that respect. The Financial Protocol may be varied in accordance with [clause 24](#).
- 7.3. During the term of the s.113 Agreement the financial arrangements for the Combined Team will be in accordance with this Agreement and the Financial Protocol.

## **8. SHARING INFORMATION**

- 8.1. The Parties have jointly developed the Information Sharing Protocol set out in [Schedule 6](#) which is designed specify the Combined Team's obligations when sharing information in pursuance of the Arrangements.
- 8.2. The Parties agree to be bound by the terms of the Information Sharing Protocol and to fulfil their respective obligations in that respect. The Information Sharing Protocol may be varied in accordance with [clause 24](#).
- 8.3. During the term of the s.113 Agreement the arrangements for sharing information will be in accordance with this Agreement and the Information Sharing Protocol.

## **9. SHARING TECHNOLOGY**

- 9.1. The Parties have jointly developed the Technology Protocol which is designed to specify the Combined Team's obligations when sharing technology in pursuance of the Arrangements.
- 9.2. The Parties agree to be bound by the terms of the Technology Protocol and to fulfil their respective obligations in that respect. The Technology Sharing Protocol may be varied in accordance with [clause 24](#).
- 9.3. During the term of the s.113 Agreement the arrangements for sharing technology will be in accordance with this Agreement and the Technology Protocol.

## **10. INDEMNITIES AND LIABILITIES**

- 10.1. Each Council shall indemnify the other against any Loss (excluding Indirect Loss) suffered or incurred by the indemnified Council arising out of or in connection with:
- 10.1.1. the indemnifying Council's negligence or breach of the obligations set out in this Agreement; and

- 10.1.2. any claim made by a third party arising out of or in connection with the indemnifying Council's negligence or breach of contract, in each case in connection with the performance or failure of performance of the indemnifying Council's obligations under this Agreement, except to the extent that such Loss has been caused by any negligence, act or omission by, or on the part of, or in accordance with the instructions of the other Council.
- 10.2. Subject to [clause 10.3](#) the Parties agree that they will be responsible for the activities of a Post Holder as follows:
- 10.2.1. The Non-Employing Council will be responsible for the acts or omissions of any Post Holder when performing their s.113 Duties or otherwise acting in their capacity as an officer of the Non-Employing Council; and
- 10.2.2. The Employing Council will be responsible for the acts or omissions of any Post Holder when performing their Employee Duties or otherwise acting in their capacity as an officer of the Employing Council;
- 10.3. Subject to clauses [10.4](#), [10.5](#), [10.6](#) and [10.7](#) any Loss incurred in relation to or arising from a Post Holder's employment, whether or not following termination of employment of a Post Holder or termination of this Agreement including any award by a court or tribunal shall be the responsibility of the Employing Council. As between the Parties to this Agreement, the Non-Employing Council shall have no liability in respect of such Loss and the Employing agrees to indemnify the Non-Employing Council against any such Loss.
- 10.4. The Parties hold the view that TUPE will not apply on the commencement of this Agreement, during the term of the Agreement or on the expiry of the Agreement (in whole or in part). However if TUPE operates so as to transfer the contract of employment of any Post Holder due to a Relevant Transfer from one Council ("the Transferor Council") to the other Party ("the Transferee Council"), the Parties shall comply with their legal obligations under TUPE.
- 10.5. Subject to clause [10.7](#) the Transferor Council shall be liable for and shall indemnify the Transferee Council against any Employment Liabilities incurred by the Transferee Council which arise before, on or after the Relevant Transfer and out of an act or omission of the Transferor Council in connection with:
- 10.5.1. The Post Holder's employment with the Transferor Council;

- 10.5.2. Any failure to comply with the obligations under Regulation 13 and 14 of TUPE (including any action brought by an employee representative for breach of Regulations 13 and/or 14 of TUPE) except where such failure arises from the Transferee Council's failure to comply with its obligations under Regulations 13 and/or 14 of TUPE.
- 10.6. Subject to clause [10.7](#) the Transferee Council shall be liable for and shall indemnify the Transferor Council against any Employee Liabilities incurred by the Transferor Council which arise before on or after the Relevant Transfer caused by an act or omission of the Transferee Council in connection with:
- 10.6.1. The Post Holder's employment with the Transferee Council;
- 10.6.2. Any failure to comply with the obligations under Regulations 13 and 14 of TUPE (including any claim brought by an employee representative for breach of Regulations 13 and 14 of TUPE).
- 10.7. Where any Employee Liabilities arise partly as a result of any act or omission of the Transferee Council and partly as a result of any act or omission of the Transferor Council whether before, on or after the date of the Relevant Transfer, the Parties shall indemnify each other against only such part of the Employee Liabilities sustained by the other Council as is reasonably attributable to the act or omission of that Council.
- 10.8. In relation to the indemnities of this [clause 10](#) the Parties agree to cooperate with each other and take all reasonable steps to mitigate any costs and expenses and any adverse effect on industrial or employee relations.

## **11. INSURANCE**

- 11.1. Each Council shall maintain policies of insurance in respect of all potential liabilities arising from these Arrangements. A decision not to insure does not relieve a Party of its responsibilities under this Agreement.
- 11.2. Each Council agrees to ensure that:
- 11.2.1. Where they are the Non-Employing Council, the insurance policies maintained pursuant to clause 11.1 cover liabilities that may be incurred through the performance by a Post Holder of their S113 Duties;
- 11.2.2. Where they are the Employing Council, the insurance policies maintained pursuant to [clause 11.1](#) cover liabilities that may be

incurred through the performance, by a Post Holder, of their Employee Duties.

## **12. STANDARDS OF CONDUCT**

- 12.1. The Parties will ensure the Arrangements comply with all statutory requirements national and local and other guidance on conduct and probity and good corporate governance (including the Council's respective Internal Governance Document).
- 12.2. The Council will review and where permitted and appropriate, amend their Internal Governance Document to ensure compliance with their obligations under this Agreement and to enable the Agreement to operate as smoothly and effectively as practicable. Nothing in this clause shall require a Council to make amendments which in its reasonable belief would be inconsistent with the Sovereignty Guarantee.

## **13. CONFLICT OF INTEREST**

- 13.1. The Parties acknowledge that conflicts of interest may arise during the course of this Agreement. The Parties agree that circumstances in which a conflict of interest may arise include, but are not limited to, the following:
  - 13.1.1. When the private interests of a Post Holder conflict with the interests of the Non-Employing Council in the context of the Arrangements ("a Private Interest Conflict");
  - 13.1.2. When the duties of a Post Holder arising under or in connection with the furtherance of integrated working conflict with the duties owed by that Post Holder to the Employing Council ("a Combined Working Conflict").

### **13.2. Private Interest Conflict**

- 13.2.1. In the event that a Private Interest Conflict arises, or a Post Holder suspects that it will arise, the Employing Council shall manage that risk in accordance with its Policies and Procedures for handling conflicts of interest.

### **13.2.2. Combined Working Conflict**

- 13.2.3. In the event that a Combined Working Conflict arises and which affects the ability of any persons operating under this Agreement to act in the best interests of both Parties, they shall as soon as possible inform the SRO who will liaise with the relevant Service

Director to determine and implement whatever action is necessary to manage the risk.

## **14. COMPLAINTS**

- 14.1.1. Complaints by third parties arising out of or in connection with these Arrangements will be dealt with in accordance with the complaints policy of the appropriate Council in force from time to time.
- 14.1.2. Subject to all relevant law and guidance, the Parties reserve the right to agree a combined complaints procedure. Any such procedure shall be documented in writing and approved by the SRO.
- 14.1.3. The Parties will cooperate with investigations undertaken by their respective Ombudsman and shall give each other notice of such a complaint having been received as soon as reasonably practicable. The Council subject to a complaint concerning the Combined Team shall, to the extent that it is reasonably practicable and permissible by law, give the other Council an opportunity to comment upon/review its response before it is submitted. Each Council permits the other to share all relevant information with the Ombudsman in responding to a complaint.

## **15. INTELLECTUAL PROPERTY**

- 15.1. The Parties shall to the extent permissible by law grant to each other a licence to use the other Council's relevant IPR solely and exclusively for the purposes of and in connection with this Agreement and the Arrangements.
- 15.2. Subject to [clauses 15.1](#) and [15.3](#) neither Council shall acquire from the other Council any rights to that other Council's IPR.
- 15.3. If any IPR is created, brought into existence or acquired in relation to anything jointly developed by the Parties in relation to the Agreement or the Arrangements, the Parties shall negotiate in good faith and use all reasonable endeavours to agree the rights that each Council shall have in relation to such IPR. Following any such agreement the Parties shall to the extent permissible by law do all things and execute all documents necessary to give full effect to the agreement. If the Parties are unable to reach agreement the matter shall be referred to the Dispute Resolution Procedure.

## 16. DATA PROCESSING AND DATA PROTECTION

- 16.1. The Parties acknowledge that these Arrangements are subject to the requirements of Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a Council's obligations under the Data Protection Legislation.
- 16.2. The Parties acknowledge that for the purposes of Data Protection Legislation, they are Data Controllers and Data Processors. The Information Sharing Protocol at Schedule 6 sets out the scope, nature and purpose of processing by the Parties, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 16.3. Without prejudice to the generality of [clause 15.1](#) the Parties' will ensure that they have identified the basis for processing including consent where appropriate and appropriate notices in place to enable the lawful processing of Personal Data in the performance of the Services and for the duration and purposes of this Agreement.
- 16.4. The Parties shall, in relation to any Personal Data or Sensitive Personal Data processed in connection with the performance of these Arrangements:
  - 16.4.1. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);
  - 16.4.2. not transfer any Personal Data outside of the European Economic Area unless both Parties consent and the following conditions are fulfilled:

- 16.4.2.1. One or both Parties have provided appropriate safeguards in relation to the transfer;
  - 16.4.2.2. the Data Subject has enforceable rights and effective remedies;
  - 16.4.2.3. the Parties comply with their obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.
- 16.5. Subject to the disclosure requirements of any Applicable Laws, nothing in this Agreement shall oblige a Council or a Post Holder to disclose information where such disclosure would be in breach of:
  - 16.5.1. Any contract; and/or
  - 16.5.2. Any other relevant and applicable internal or external policies or codes of conduct in relation to confidentiality and disclosure of information.
- 16.6. The Parties will, upon receipt of any of the following and to the extent that it is personal data under the control of both Parties and is permissible and reasonably practicable to do so, notify and consult the other Council prior to the disclosure of any Information relating to these Arrangements:
  - 16.6.1. a request from a Data Subject to have access to that person's Personal Data;
  - 16.6.2. a request to rectify, block or erase any Personal Data;
  - 16.6.3. any other request, complaint or communication relating to either Council's obligations under the Data Protection Legislation (including any communication from the Information Commissioner).
- 16.7. Where appropriate, The Parties will assist each other in responding to any request from a Data Subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. The Parties acknowledge however that they may be required to respond to a request without obtaining consent from the other.
- 16.8. Where data is held in joint control, the Parties will notify each other immediately [and in any event within 24 hours] on becoming aware of a Personal Data breach relating to these Arrangements including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement.

- 16.9. The Parties will maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for inspections by their respective auditors.
- 16.10. The Parties shall take reasonable steps to procure that staff and Post Holders who process any Personal Data or Sensitive Personal Data in accordance with or in the course of this Agreement and/or the performance of the S113 Duties shall do so in accordance with the Applicable Laws and any other relevant guidance.
- 16.11. Each Council agrees at all times during the continuance of this Agreement and after its termination to keep confidential all information or data that it receives or otherwise acquires in connection with the Arrangements and which by its nature is confidential or which has reasonably been marked with such words signifying that it should not be disclosed except where:
- 16.11.1. The disclosure is made pursuant to [clause 21](#) or any litigation between the Parties;
  - 16.11.2. The disclosure is required to comply with Law (including the FOIA);
  - 16.11.3. The disclosure is made to a Council's professional advisors who owe a similar obligation of confidentiality; or
  - 16.11.4. The information was in the possession of the Council without obligation of confidentiality or was in the public domain (otherwise than by breach of this Agreement) before receiving it from the other Council.
- 16.12. The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

## **17. FREEDOM OF INFORMATION**

- 17.1. The Parties acknowledge that the Services are subject to the requirements of the FOIA and the EIRs and will each comply with their respective obligations in that respect.
- 17.2. Without prejudice to the general obligation in [clause 17.1](#) any Council in receipt of a Request for Information will, to the extent that it is permissible and reasonably practicable to do so, notify and consult the other Council prior to the disclosure of any Information relating to these Arrangements. The Parties acknowledge however that they may be required to disclose Information without obtaining consent from the other.

- 17.3. The Council in receipt of the Request for Information shall be responsible for determining in its absolute discretion whether the information requested is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 17.4. Each Council will cooperate fully with the other Council for the purposes of enabling that other Council to properly fulfil its obligations in response to a Request for Information and as required will:
  - 17.4.1. provide all necessary assistance and cooperation as reasonably requested to enable compliance with its obligations under the FOIA and EIRs;
  - 17.4.2. provide a copy of all Information requested in the Request For Information which is in its possession or control in the form required and within 5 Working Days (or such other period as may reasonably be specified) of the request for such Information.

## **18. CONFIDENTIALITY**

- 18.1. Subject to [clause 18.2](#) each Council shall keep the other Council's Confidential Information confidential and shall not:
  - 18.1.1. use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Agreement; or
  - 18.1.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 18.2. The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:
  - 18.2.1. which the other Council confirms in writing is not required to be treated as Confidential Information;
  - 18.2.2. which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
  - 18.2.3. which a Council is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;
  - 18.2.4. which is in or enters the public domain other than through any disclosure prohibited by this agreement;

- 18.2.5. which a Council can demonstrate was lawfully in its possession prior to receipt from the other Council; or
  - 18.2.6. which is disclosed by either Council on a confidential basis to any central government or regulatory body.
- 18.3. A party may disclose the other Council's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the Council's obligations under this agreement, provided that:
- 18.3.1. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
  - 18.3.2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
  - 18.3.3. and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.

## **19. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**

- 19.1. The Parties acknowledge that they are Regulated Activity Providers with ultimate responsibility for the management and control of the Regulated Activities provided under these Arrangements and for the purposes of the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012.
- 19.2. The Parties shall:
- 19.2.1. ensure that all individuals (whether or not Post Holders) engaged in Regulated Activity are subject to a valid enhanced disclosure and barring service (DBS) with a Children's Barred List check undertaken through the Disclosure and Barring Service (DBS); and
  - 19.2.2. monitor the level and validity of the checks of those checks;
  - 19.2.3. not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.

- 19.3. The Parties warrant that at all times for the purposes of this Agreement they have no reason to believe that any person who is or will be employed or engaged by them in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 19.4. The Parties shall immediately provide to each other any information reasonably requested to enable them to be satisfied that the obligations of this clause have been met, subject to the Data Protection Legislation. Details relating to convictions will only be shared between the Parties with the explicit consent of the person concerned and/or if the law expressly permits it.
- 19.5. The Parties shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the children and vulnerable adults.

## **20. AUDIT**

- 20.1. This programme of work is subject to the usual audit procedures of both Parties and may form part of the annual audit plan and be reported to their respective Audit Committees as appropriate.
- 20.2. Subject to the Council's obligations of confidentiality, the relevant Service Director shall on demand provide all reasonable co-operation and assistance in relation to each audit, including but not limited to:
- 20.2.1. all information requested by the above persons within the permitted scope of the audit;
  - 20.2.2. reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
  - 20.2.3. access to Personnel.
- 20.3. A Council shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice to the other, of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 20.4. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.

- 20.5. If an audit identifies that a Council has failed to perform its obligations under this Agreement in any material manner, the procedure set out in [clause 22](#) (and the clauses referred to therein) shall apply.

## 21. DEFAULT

- 21.1. In the event of a Council (“the **Defaulting Party**”) being, in the reasonable opinion of the other Council (the “**Other Party**”), in breach of its obligations under this Agreement and such breach being capable of remedy, the following procedure will apply:
- 21.1.1. The Other Party may request a meeting with the Defaulting Party by giving five (5) Working Day’s written notice to that effect. The meeting will include the Representatives of each Council.
- 21.1.2. Following such a meeting, the Parties will discuss and agree an action plan under which the Defaulting Party will be given a reasonable period of time to remedy the default to the satisfaction of the other Party (the “**Remedial Action Plan**”).
- 21.1.3. Where an Other Party is not reasonably satisfied that the Defaulting Party has complied with the Remedial Action Plan, the Other Party will have the right, at its discretion, either to initiate the Dispute Resolution Procedure or to exercise its right to terminate this Agreement in accordance with [clause 24](#).

## 22. DISPUTES

- 22.1. In the event of a dispute between the Parties in connection with this Agreement the Parties shall refer the matter to the Programme Board who shall endeavour to settle the dispute between themselves.
- 22.2. In the event that the Programme Board cannot resolve the dispute between themselves within a reasonable period of time having regard to the nature of the dispute, the matter will be transferred to the Leaders of the Parties for resolution.
- 22.3. In the event that the dispute cannot be resolved in accordance with [clause 22.2](#) within a reasonable period of time (having regard to the nature of the dispute) the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Parties (“Mediation”).
- 22.4. To initiate the Mediation, a Council may give notice in writing (a “Mediation Notice”) to the other Council requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent

mediation organisation as agreed by the Council asking them to nominate a mediator. The Mediation shall commence within twenty (20) Working Days of the Mediation Notice being served.

- 22.5. The Parties will cooperate with any person appointed as mediator, providing him or her with such information and other assistance as he or she shall require and will pay his or her costs as he or she shall determine or in the absence of such documentation such costs will be shared equally between the participating Parties.
- 22.6. No Council may commence any court proceedings/arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by the delay.

### **23. TERMINATION**

- 23.1. This Agreement may be terminated (in whole or in part) at any time by written agreement between the Parties.
- 23.2. Either Council shall have the right to terminate this Agreement at any time by service of 12 months written notice to the other Council.
- 23.3. This Agreement in respect of any individual Post Holder will terminate forthwith in respect of that particular Post Holder upon the dismissal or resignation of the Post Holder from their Employing Council or upon the Post Holder withdrawing their consent to being made available pursuant to these Arrangements where applicable.
- 23.4. This Agreement will terminate in respect of any individual Post Holder upon any reorganisation or reconstruction affecting any Party whereby the Post Holder no longer holds office with their Employing Parties.
- 23.5. A Council may at any time by notice in writing to the other Council terminate this Agreement upon service of 3 months written notice if:
- 23.5.1. The other Council commits a material breach of any of its obligations hereunder which is not capable of remedy; or
- 23.5.2. The other Council commits a material breach of any of its obligations hereunder which is capable of remedy but has not been remedied in accordance with [clause 22](#).
- 23.6. A Council may by written notice to the other Council in accordance with [clause 23.7](#) terminate this Agreement if:

- 23.6.1. As a result of any change in law or legislation it is unable to fulfil its obligations under this Agreement;
  - 23.6.2. The fulfilment of its obligation hereunder would be in contravention of any guidance from any Secretary of State issued after the Commencement Date;
  - 23.6.3. Its fulfilment of its obligations would be ultra vires or otherwise unlawful and the Parties shall be unable to agree a modification or variation to this Agreement (which may include termination in part only) so as to enable the Parties to fulfil their obligations in accordance with law and guidance;
  - 23.6.4. The fulfilment of its obligations are no longer financially viable pursuant [to schedule 5](#)
- 23.7. In the case of notice pursuant to [clause 23.6.1](#) or [23.6.2](#) the Agreement shall terminate after such reasonable period as shall be specified in the notice having regard to the nature of the change as the case may be. In the case of notice pursuant to [clause 23.6.3](#) the Agreement shall terminate with immediate effect.
- 23.8. Notices served pursuant to [clause 23.5](#) or [23.6](#) will result in termination of the whole of the Agreement unless the Parties agree otherwise in writing.
- 23.9. Termination of this Agreement in whole or in part (whether by effluxion of time or otherwise) shall be without prejudice to the Parties' rights in respect of any antecedent breach and the provisions of this clause shall continue in full force and effect.
- 23.10. In the event of termination of this Agreement, the Parties will use all reasonable endeavours to agree arrangements which will minimise disruption to:
- 23.10.1. The continued delivery of the Service to service users;
  - 23.10.2. Staff working within the Arrangements.
- 23.11. In the event that this Agreement is terminated in part only, the Parties will agree appropriate variations to the Agreement. Such variations will be documented in writing and signed by both Parties.
- 23.12. Where the Agreement is terminated in part, then except for that part of the Agreement that has been terminated, the Agreement shall continue in full force and effect.

## **24. VARIATIONS**

- 24.1. The Parties may agree to vary the Agreement including for the avoidance of doubt the Protocols from time to time in accordance with this clause.
- 24.2. Any Council may propose a variation to the Agreement and the Parties shall use reasonable endeavours to agree the variation. In the event of any disagreement in relation to the variation any Council may refer the matter to the Programme Board for resolution.
- 24.3. Any variation of the Agreement and/or the Protocols must be in writing and signed by or on behalf of each of the Parties.

## **25. NOTICES**

- 25.1. Any notice or communication shall be in writing.
- 25.2. Any notice or communication to the relevant Council shall be deemed effectively served if sent by registered post or delivered by hand at an address set out in [clause 25.4](#) and marked for the Leader or to such other addressee notified from time to time to the other Council.
- 25.3. Any notice serviced by hand delivery shall be deemed to have been served on the date it is delivered to the addressee if delivered before 15:00 hrs on a Working Day. Hand delivery after 15:00 hrs and or on a weekend or English public holiday shall be deemed served on the next Working Day. Where notice is posted it shall be sufficient to prove that the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice 48 hours after the time it was posted.
- 25.4. For the purposes of this clause, the addresses at which notice must be served are, unless either Council is notified otherwise in writing as follows:
  - 25.4.1. PCC - Peterborough City Council, Town Hall, Bridge Street, Peterborough, PE1 1HG.
  - 25.4.2. CCC - Cambridgeshire County Council, Shire Hall, Castle Hill, Cambridge, CB3 0AP.

## **26. WAIVERS**

- 26.1. The failure of any Council to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a

waiver of any such provision and shall not in any way affect the right of that Council thereafter to enforce such provision.

- 26.2. No waiver in any one or more instances of a breach of any provision hereof shall be deemed to be a further or continuing waiver of such provision in other instances.

## **27. SEVERANCE**

- 27.1. If any provisions of this Agreement becomes or is declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such unenforceability shall in no way impair or affect any other provision of this Agreement all of which will remain in full force and effect.

## **28. TRANSFERS**

- 28.1. A Council may not assign, mortgage, transfer, sub-contract or dispose of this Agreement or any benefits and obligations hereunder without the prior written consent of the other Council except to any statutory successor in title to the appropriate statutory functions.

## **29. NO PARTNERSHIP**

- 29.1. Nothing in this Agreement shall create or be deemed to create a legal Partnership or the relationship of employer and employee between the Parties or render any Council directly liable to any third party for the debts, liabilities or obligations of another Council.

## **30. ENTIRE AGREEMENT**

- 30.1. The terms contained in this Agreement together with the contents of the Schedules and Appendices constitute the complete agreement between the Parties with respect to the Arrangements and supersede all previous communications, representations, understandings and agreement and any representation, promise or condition not incorporated herein shall not be binding on any Council which is party to this Agreement.
- 30.2. No agreement or understanding varying or extending any of the terms or provisions hereof shall be binding upon a Party unless in writing and signed by a duly authorised officer or representative of each Council.

### **31. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 31.1. Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

### **32. GOVERNING LAW**

- 32.1. This Agreement shall be governed by and construed in accordance with English law and without prejudice to [clause 22](#) shall be subject to the exclusive jurisdiction of the English Courts.

**IN WITNESS** whereof this Agreement has been executed by the Parties on the date of this Agreement:

Signed on behalf of Peterborough  
City Council by the Director of .....

Signed on behalf of Cambridgeshire  
County Council by the Director of .....

## SCHEDULE 1: DEFINITIONS AND INTERPRETATION

### 1 Definitions

1.1 In this Agreement the following expressions shall have the following meanings:

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Agreement”</b>                 | This agreement and the Schedules annexed as may be varied from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>“Arrangements”</b>              | The arrangements made by the Parties for the combination and integration pursuant to this Agreement, as summarised at <a href="#">clause 3</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>“Audit Committees”</b>          | The Audit Committees of PCC and CCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>“Cabinet Member”</b>            | A member appointed by the Leader of a Party to its executive pursuant to Part II of the Local Government Act 2000.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“CEDR”</b>                      | Centre for Effective Dispute Resolution.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>“Combined Working Conflict”</b> | Has the meaning given to it in <a href="#">clause 13</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>“Combined Team”</b>             | A team created by the Parties in accordance with Section 113 of the Local Government Act 1972 Act and established pursuant to clause 5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>“Commencement Date”</b>         | Means the date of this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>“Confidential Information”</b>  | Means all confidential information (however recorded or preserved) disclosed by a Party or its Representatives to the other Party and that Party's Representatives in connection with this Agreement, including but not limited to: <ul style="list-style-type: none"> <li>● any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;</li> <li>● any information developed by the Parties in the course of carrying out this agreement;</li> <li>● Personal Data;</li> </ul> |
| <b>“Parties”</b>                   | Means Cambridgeshire County Council and Peterborough City Council being the Parties to this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“ Controller”</b>               | Shall have the same meaning as set out in the Data Protection Legislation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“ Processor”</b>                  | Shall have the same meaning as set out in the Data Protection Legislation.                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Data Protection Legislation”</b> | Shall mean all applicable data protection and privacy Law (including the GDPR, the LED and the Data Protection Act 2018 and all applicable Laws about the processing of personal data and privacy) and any relevant national implementing Laws and regulatory requirements, as amended from time to time, to which the Parties are subject, and any related guidance or codes of practice issued by the relevant supervisory authorities. |
| <b>“Data Subject”</b>                | Shall have the same meaning as set out in the Data Protection Legislation.                                                                                                                                                                                                                                                                                                                                                                |
| <b>“EIRs”</b>                        | the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.                                                                                                                                                                                                               |
| <b>“Employee Duties”</b>             | The duties which a Post Holder performs on behalf of the Employing Party as determined in accordance with their Employment Contract.                                                                                                                                                                                                                                                                                                      |
| <b>“Employee Liabilities”</b>        | All damages, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an indemnity basis), proceedings, demands and charges whether arising under statute or at common law.                                                                                                                                                                                      |
| <b>“Employing Council”</b>           | In respect of each Post Holder, the Party that employs that Post Holder. Subject to the subsequent operation of TUPE, the Parties shall agree which Party shall be the Employing Party.                                                                                                                                                                                                                                                   |
| <b>“Employment Contract”</b>         | The contract of employment between the Post Holder and the Employing Party.                                                                                                                                                                                                                                                                                                                                                               |
| <b>“Financial Protocol”</b>          | As set out in <a href="#">schedule 5</a> .                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Financial Year”</b>              | Means 1 April to 31 March.                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“FOIA”</b>                        | The Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.                                                                                                                                                                                                                                         |
| <b>“GDPR”</b>                        | The General Data Protection Regulation ((EU) 2016/679).                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“HR”</b>                          | Human Resources.                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“HR Policies and Procedures”</b>            | Means the HR policies of CCC and PCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>“HR Protocol”</b>                           | The document entitled ‘HR and Management Protocol for Establishing and Working in Combined Teams’ included at <a href="#">Schedule 4</a> as amended or replaced by the Parties from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>“Indirect Loss”</b>                         | Loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or any other basis.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>“Information”</b>                           | Has the meaning given under section 84 of FOIA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>“Information Sharing Protocol”</b>          | As set out in <a href="#">schedule 6</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>“Intellectual Property Rights” or “IPR”</b> | All patents, rights, inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals and extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world. |
| <b>“Internal Governance Document”</b>          | Each Party’s internal governance documents which includes its constitution, maintained pursuant to s.37 of the Local Government Act 2000, standing orders and procedure rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>“Law”</b>                                   | Means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements.                                                                                                                                                                                                                                                                                                                                    |
| <b>“Loss”</b>                                  | All damage, loss, liabilities, claims, actions, costs, expenses (including cost of legal or professional services), proceedings, demands, and charges whether arising under statute, contract or at common law.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>“Non-Employing Council”</b>                 | In respect of each individual Post Holder the Party that is not the Employing Party.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|                                      |                                                                                                                                                                                                                                                                                                      |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Objectives”</b>                  | The desired aims, benefits, principles and intended outcomes of the joint working arrangements as set out in <a href="#">Schedule 2</a> .                                                                                                                                                            |
| <b>“Ombudsman”</b>                   | The Local Government Commissioner for England (or any successor to their functions).                                                                                                                                                                                                                 |
| <b>“Party”</b>                       | Each of the parties to this Agreement (referred to as Council or Parties)                                                                                                                                                                                                                            |
| <b>“Personal Data”</b>               | Shall have the same meaning as set out in the Data Protection Legislation.                                                                                                                                                                                                                           |
| <b>“Policies and Procedures”</b>     | means the policies of CCC and PCC                                                                                                                                                                                                                                                                    |
| <b>“Personnel”</b>                   | means the employed staff of CCC and PCC                                                                                                                                                                                                                                                              |
| <b>“Post Holders”</b>                | Individuals made available by the Parties for a Combined Team in accordance with the HR Protocol.                                                                                                                                                                                                    |
| <b>“Regulated Activity”</b>          | In relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 as amended. |
| <b>“Regulated Activity Provider”</b> | Shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006 as amended.                                                                                                                                                                                       |
| <b>“Relevant Transfer”</b>           | A relevant transfer for the purposes of TUPE.                                                                                                                                                                                                                                                        |
| <b>“Representatives”</b>             | Means, in relation to a party, its employees, officers, representatives and advisors.                                                                                                                                                                                                                |
| <b>“Request for Information”</b>     | A request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.                                                                                                                                                                   |
| <b>“Services”</b>                    | Means the services identified as being suitable for or having entered into joint working arrangements in accordance with this Agreement and the Protocols.                                                                                                                                           |
| <b>“Service Director”</b>            | Means the CCC and/or PCC Director with responsibility for the service concerned.                                                                                                                                                                                                                     |

|                                         |                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“S.113 Duties”</b>                   | Those duties which a Post Holder will perform for and on behalf of the Non-Employing Council being the duties identified in the s.113 Agreement (subject to such variations as may be agreed between the Parties and where appropriate the Post Holder from time to time).                                                                                        |
| <b>“s.113 Agreement”</b>                | As set out in <a href="#">Schedule 3</a>                                                                                                                                                                                                                                                                                                                          |
| <b>“Shared Posts”</b>                   | Means the posts comprising the Combined Team in accordance with the arrangements comprised in <a href="#">clause 5</a> .                                                                                                                                                                                                                                          |
| <b>“Sovereignty Guarantee”</b>          | The principles agreed by the Parties confirming their independence as set out in <a href="#">Schedule 9</a> .                                                                                                                                                                                                                                                     |
| <b>“SRO”</b>                            | Senior Responsible Owner whose role and responsibilities are further defined in <a href="#">Schedule 6</a> .                                                                                                                                                                                                                                                      |
| <b>“Shared Services Programme Team”</b> | As set out in <a href="#">Schedule 6</a> .                                                                                                                                                                                                                                                                                                                        |
| <b>“Term”</b>                           | The duration of the Agreement in accordance with <a href="#">clause 2</a> .                                                                                                                                                                                                                                                                                       |
| <b>“Transferee Party”</b>               | The Party to whom, subject to Regulations 4(7) and 4(9) of TUPE, a Post Holder’s employment contract transfers, or a Post Holder contends that his or her employment contract transfers, due to a Relevant Transfer.                                                                                                                                              |
| <b>“Transferor Party”</b>               | The Party who immediately before the Relevant Transfer was the employer of a Post Holder whose contract of employment subject to Regulations 4(7) and 4(9) of TUPE, is subject to a Relevant Transfer or a of a Post Holder who contends that, subject to Regulations 4(7) and 4(9) of TUPE, his or her contract of employment is subject to a Relevant Transfer. |
| <b>“Technology Sharing Protocol”</b>    | As set out in <a href="#">schedule 7</a> .                                                                                                                                                                                                                                                                                                                        |
| <b>“TUPE”</b>                           | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006 No 246) as amended.                                                                                                                                                                                                                                                             |
| <b>“Working Days”</b>                   | 08:00 to 18:00 on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking and Financial Dealings Act 1971.                                                                                                                                                                                    |

## **2 Interpretation**

- 2.1 Reference to any statute or statutory provision (including any EU instrument) shall, unless the context otherwise requires, be construed as including references to any earlier statute or the corresponding provisions of any earlier statute, whether repealed or not, directly or indirectly amended, consolidated, extended or replaced by such statute or provision, or re-enacted in any such statute or provision, and to any subsequent statute or the corresponding provisions of any such statute directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.
- 2.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 2.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 2.4 A reference in this Agreement to any clause, paragraph or Schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph or Schedule to this Agreement.
- 2.5 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant Parties.

## SCHEDULE 2: AIMS, INTENDED OUTCOMES AND PRINCIPLES

### OBJECTIVE

Lead Members and officers in Peterborough City Council and Cambridgeshire County Council have committed to exploring the merits of shared and integrated services. Opportunities could take a number of forms but principally the aim is to **save money, increase resilience and manage the increasing demand on Council services.**

The current proposed scope of the programme is to identify and maximise opportunities in the following areas:

- sharing corporate and transactional functions
- reducing leadership costs through further opportunities for shared roles
- combining the expertise of both councils and other partners to bring wider solutions to the same demand and resource challenges
- maximising purchasing power – joint commissioning of services to increase purchasing leverage and achieve best value
- maximising return from assets and commercial activity; and
- building resilience, increasing efficiency and reducing duplication through shared teams, shared systems and processes

### KEY ELEMENTS

#### Context

Over the last 2 years, Peterborough and Cambridgeshire Councils have been working closely and already have several shared senior roles – including the Chief Executive – and an increasing number of shared or fully integrated functions and services. The relationship has been fruitful and positive, delivering savings for both councils and improving outcomes for citizens in both places.

Each council has been successful to date in meeting budget challenges without significant service reductions however, the predicted increase in complexity and demand over the next three years means that the situation is becoming financially unsustainable for both councils. We have already achieved savings through joining senior roles across PCC and CCC and believe there are further prospects for savings across both Councils.

#### Design principles

As part of the scoping and feasibility work, a cross council workshop of Directors and key officers agreed the design principles for the initial stages of the programme. The group agreed that all areas of both Councils should be considered in scope and that the following principles should be applied when considering all options:

- be outcomes focused – not organisation focused;
- put people at the heart of a system that makes sense to them;
- maximise opportunities for generating income and reducing cost to serve;
- be ambitious, bold and innovative;
- manage demand to meet future needs;
- preserve and maintain local representation, championing equality and diversity in our communities;
- use evidence and best practice to inform our decisions; and
- do what has the best chance of success.

Seeking out best practice, external perspectives and cross sector learning will be essential to developing new service models. A number of public, private and voluntary sector organisations are joining roles, sharing services and maximising the financial benefits of joint commissioning; providing an increasing knowledge base on the advantages and opportunities from shared and integrated services which the programme will draw on to inform options appraisal.

### Business Model

Both councils are committed to a business model which is focused on the best outcomes for citizens across Cambridgeshire and Peterborough, securing investment where it is needed and exploring a wide range of options.

Business cases for any proposed change will be developed, taking into consideration:

- strategic fit
- impact on outcomes
- financial and non-financial benefits
- operational and financial baseline and efficiency
- needs and demand
- local identity, diversity and demography
- economies of scale
- potential for quality improvement
- workforce requirements
- deliverability and transition plans including governance and cost

### Benefits

Through transforming the way the Councils works in partnership and by making improvements to how we manage our business, our people and our money we can release benefits which reduce the need to make savings which negatively impact against outcomes:

- financial efficiencies, freeing up resource and increasing productivity to reinvest in delivery of services;

- commercial returns on our assets and investment to fund our core services and support for communities;
- career development and learning experiences for our officers, supporting talent management, recruitment and retention
- better use of existing expertise, providing access to a wider resource and increased resilience.
- reduction in cost to serve across multiple functions and services;
- increased partnership work, making it easier, faster and more cost effective to work with us leading to better outcomes for our residents;
- reduced hand offs between teams and across geographical areas, increasing efficiency and productivity and ; and
- getting more from our systems leadership role by aligning our footprint with other governance structures in the public sector system (i.e. CCG, Combined Authority)

Delivery of these strategic benefits will be reliant on political leadership, good governance and effective management arrangements as well as the compatibility of Peterborough and Cambridgeshire Councils in relation to their scope of services and strategic direction.

The financial benefits from the Shared and Integrated Programme will be detailed and monitored through the business plans of both Councils. Non-financial benefits will be reported on twice a year through the appropriate member governance in both Councils.

### Workforce

In order to achieve these benefits, the following workforce characteristics will be needed:

- strong systems leadership skills and behaviours;
- a multi-skilled, flexible and motivated workforce;
- collaboration in everything we do;
- positive political influence;
- strong technical knowledge and expertise in corporate and service functions;
- in-depth understanding of working in partnership with the community;
- personal empowerment and accountability coupled with strong leadership and governance.

A significant benefit of the Shared and Integrated Services Programme is the opportunity to enhance strategic capacity, which includes:

| <b>Benefit</b>                                                                                                                                | <b>Benefit Description</b>                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Scope to undertake new functions and major projects to enhance collaboration across public services in Cambridgeshire and Peterborough</b> | The two councils have already taken steps to enhance regional collaboration, through the Combined Authority, the NHS Sustainability and Transformation Partnership and community led projects. |

|                                                                      |                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                      | Further integration of the two councils will have the ability to directly increase this regional collaboration.                                                                                                                                                                                                                                                   |
| <b>Amore robust revenue base for both Councils</b>                   | Savings for both councils would mean an increased revenue base across the region – to support growth, employment and living standards – and by having a more sustainable revenue base, the impact of any adverse growth effects is minimised.                                                                                                                     |
| <b>Ability to employ and retain a wider range of skilled staff</b>   | As the two Councils join services, there will be increased opportunity for development and progression for the workforce in both PCC and CCC. This will lead to better recruitment and retention and encourages a diverse range of professional skills and qualities.                                                                                             |
| <b>Fostering learning, creativity and innovation</b>                 | Research shows that ‘cross pollination’ of staff between organisations and sharing of skills, knowledge and behaviours fosters a culture of creativity and increased innovation. In the current technology-led era, contemporary service delivery models and innovative practice can radically improve services to communities, especially in remote rural areas. |
| <b>Advancing skills in strategic planning and policy development</b> | These higher conceptual skills increasingly demand well developed research, analysis and community engagement. With centralised services and targeted resource, both Councils will have more scope to invest in staff and external specialists and to build the engagement of Councillors and communities in these processes.                                     |
| <b>Enhancing credibility for more effective advocacy</b>             | Closer working between the two authorities will give both Councils a louder voice when it comes to working with local and national government, public and third sector partners and business leaders. This can help influence outcomes and bring about change that may otherwise be lost against competing demands from other regions.                            |
| <b>Stronger partners for other public sector organisations</b>       | As we align Council services across the Peterborough and Cambridgeshire footprint, it will be easier for partner organisations – Health, Police, Fire, and District authorities = to engage with us to meet common goals for communities.                                                                                                                         |

|                                                                         |                                                                                                                                                                                                      |
|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Better equipped to cope with complex and unexpected changes</b>      | Sharing or fully integrating services will give both Councils greater resilience against challenging circumstances, allowing us to deploy resource effectively to cope with sudden or complex change |
| <b>Potential for higher quality political and managerial leadership</b> | Larger, stronger councils have a greater ability to attract, remunerate and retain more highly skilled and experienced leaders, both at the political and executive management levels.               |

### Governance

Programme governance structure has been established to provide transparency about accountability, roles and responsibilities and decision making. There are controls in place to effectively monitor the delivery of the programme and its intended financial and non-financial benefits and to identify and mitigate against significant risk. This governance will assess effectiveness of strategies and actions and will modify and respond as needed.

## SCHEDULE 3: s. 113 Agreement

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_

### BETWEEN

- (1) The *[insert detail]* Service by and on behalf of Peterborough City Council of Sand Martin House, Bittern Way, Fletton Quays, Peterborough, PE2 8TY (“PCC”); and
- (2) The *[insert detail]* Service by and on behalf of Cambridgeshire County Council of Shire Hall, Castle Street, Cambridge, CB3 0AP (“CCC”).

### BACKGROUND

- (A) On *[date]* CCC and PCC entered into a Joint Working Agreement (“JWA”) through which they made a commitment to identifying ways of working together through the combination, sharing and closer integration of services in order to develop and enhance service delivery, build resilience and achieve future efficiencies.
- (B) This Agreement is made in pursuance of those Objectives and Arrangements set out in the JWA and so as to enable the Parties to share defined posts in accordance with s.113 of the Local Government Act 1972.

### 1. DEFINITION AND INTERPRETATION

- 1.1. This Agreement should be interpreted in accordance with and have the same meanings as set out in [schedule 2](#) of the JWA.

### 2. TERM

- 2.1. This Agreement shall commence on **[date]** and shall continue in force until such time as it is terminated in accordance with [clause 11](#).

### 3. TERMS OF AVAILABILITY

- 3.1. At the commencement of this Agreement the employees to be placed at the disposal of each Council by the other Council are set out in [Appendix 1 of this Agreement \(“the Shared Posts”\)](#).
- 3.2. Each Post Holder employed in or assigned to one of the Shared Posts will sign an individual agreement with the Parties acknowledging their duties and obligations and agreeing to be bound by the terms of this Agreement, the JWA (including the Protocols comprised within the

Schedules to that Agreement) and any relevant Codes, Policies and Procedures of the particular Services concerned.

- 3.3. Each Council may by agreement in writing place additional employees at the disposal of the other or vary the original Post Holders pursuant to this Agreement. Where any additional or new Post Holders join the joint working arrangements provided for in this Agreement, they must also sign an individual agreement with the Parties in the form set out in [appendix 2](#).
- 3.4. Each Council agrees to ensure that each Post Holder has been consulted and has agreed to being made available in accordance with s.113 of the 1972 Act and the terms of this Agreement and the JWA.
- 3.5. Each Council shall maintain an up-to-date list of all posts subject to the Arrangements.

#### **4. GOVERNANCE**

- 4.1. CCC and PCC shall draw up the necessary schemes of delegation to enable compliance with this Agreement and any associated Constitutional amendments covering decision making and financial authority will be submitted for approved via the appropriate governance arrangements for each Council.
- 4.2. Nothing in this Agreement has (or is intended to have) the effect of transferring statutory functions from CCC to PCC or vice versa. This means that the performance by Post Holders of their s.113 Duties is done in their capacity as an officer of the Non-Employing Party. The Post Holder is not exercising functions delegated by the Non-Employing Party to the Employing Party.
- 4.3. Parties may only delegate their statutory functions to each other in exercise of the powers contained in s.101 of the Local Government Act and The Local Authority (Arrangement for the Discharge of Functions) (England) Regulations 2012 made under s.9EA of the Local Government Act 2000 as amended. In the event that any of the Parties agree to enter into such an arrangement it will be recorded in a separate agreement that has been signed by participating Parties.

#### **5. THE COMBINED TEAM**

- 5.1. During the term of this Agreement the recruitment, assignment to and management of the Shared Posts will be in accordance with the JWA.

## **6. FINANCIAL**

6.1. During the term of this Agreement the financial arrangements will be in accordance with the JWA.

## **7. SHARING INFORMATION AND TECHNOLOGY**

7.1. During the term of this Agreement the arrangements for sharing information and technology will be in accordance with the JWA.

## **8. INDEMNITY AND LIABILITY**

8.1. The provisions set out in [clause 9](#) of the JWA shall also apply to this Agreement.

## **9. CONFLICTS OF INTEREST**

9.1. The provisions set out in [clause 12](#) of the JWA shall also apply to this Agreement.

## **10. DISPUTE RESOLUTION**

10.1. The provisions set out in [clause 21](#) of the JWA shall also apply to this Agreement.

## **11. TERMINATION**

11.1. This Agreement will continue to remain in force until termination in accordance with clauses 11.2 to 11.8 below.

11.2. This Agreement may be terminated at any time by written agreement between CCC and PCC. Where there is more than one post, termination by agreement may also be in respect of individual posts.

11.3. This Agreement will automatically terminate on the termination of the JWA.

11.4. This Agreement may be terminated by CCC or PCC on 6 months' notice in writing

11.5. This Agreement in respect of any individual Post Holder will terminate immediately in respect of that particular Post Holder upon the termination of their employment/assignment (for whatever reason).

- 11.6. This Agreement will terminate in respect of any individual Post Holder upon any reorganisation or reconstruction affecting either PCC or CCC whereby the Post Holder no longer holds office with the Employing Council.
- 11.7. This Agreement will terminate in respect of any individual Post Holder in the event that TUPE operates so as to transfer the employment of that Post Holder from the Council originally employing them to the other Council or a third party.
- 11.8. Termination of this Agreement is without prejudice to the liabilities of the Parties under [clauses 6](#) and [8](#).

## **12. REVIEW**

- 12.1. To ensure that it is operating effectively, the relevant service manager or Director will review this Agreement annually or at any time upon the reasonable request of either Council.
- 12.2. Following the review the service manager/director will prepare a briefing note for the SRO ahead of his/her obligation to provide an annual update to the Parties on the overall progress of the joint working arrangements.
- 12.3. The Agreement may be varied at any time by agreement in writing between the Parties.

## **13. RIGHTS OF THIRD PARTIES**

- 13.1. The Contracts (Rights of Third Parties) Act 1999 shall apply to this Agreement. No person who is not a party to this Agreement shall have the right to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express or prior agreement in writing of the Parties which agreement must refer to this clause.

## **14. NOTICES**

- 14.1. Any notice required by this Agreement to be served in writing shall be sent by first class post, to the principal place of business of the Council on whom it is served.

## **15. GOVERNING LAW**

- 15.1. This Agreement shall be governed and constructed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.



## APPENDIX 1 - THE SHARED POSTS

1. The shared posts subject to the Arrangements are as follows:

| <b>Post</b> | <b>Original Post Holder</b> | <b>Employer</b> | <b>CCC%</b> | <b>PCC%</b> | <b>Pay Scale/Rate</b> |
|-------------|-----------------------------|-----------------|-------------|-------------|-----------------------|
|             |                             |                 |             |             |                       |
|             |                             |                 |             |             |                       |
|             |                             |                 |             |             |                       |

2. Revisions to the Original Post Holder as follows:

| <b>Post</b> | <b>New Post Holder</b> | <b>Date of Change</b> |
|-------------|------------------------|-----------------------|
|             |                        |                       |
|             |                        |                       |

## APPENDIX 2 - INDIVIDUAL AGREEMENTS

Agreement for ..... (insert post tile)

I ..... (insert name of employee) shall for the duration of my employment as a .....(insert post title) hereby agree to fully comply and undertake my duties and responsibilities in accordance with;

1. The job description for .....(insert post title) as attached to this Agreement;
2. The JWA including the schedules set out therein;
3. The s. 113 Agreement relating to the .....(insert title of post)

Signed:

Name:

Date:

## **SCHEDULE 4 - HR PROTOCOL**

- 1. Introduction**
- 2. Purpose**
- 3. Guiding Principles**
- 4. Clarity in the contractual relationship**
- 5. Definition of Combined Teams**
- 6. Benefits of Combined Teams**
- 7. Financial Arrangements**
- 8. Recruitment to an combined team**
- 9. Line Management arrangements**
- 10. Learning & Development**
- 11. Induction training**
- 12. Performance Appraisal Process**
- 13. Capability issues**
- 14. Grievance**
- 15. Disciplinary**
- 16. Job Evaluation**
- 17. Sickness absence management**
- 18. Smoking, and the use of Alcohol or Drugs**
- 19. Leave**
- 20. Shared policies and procedures**
- 21. Whistleblowing**
- 22. Code of Conduct**
- 23. Equality & Diversity**
- 24. Staff Consultation**
- 25. DBS processes**
- 26. Practical assistance**
- 27. Sharing of Information/Confidentiality**
- 28. Other considerations**
- 29. Compliance**

# HR Protocol for establishing and working in combined teams

## 1. Introduction

### 1.1 Opportunities for joint working arrangements are being identified and developed to give

Peterborough City Council and Cambridgeshire County Council respectively the flexibility to be able to respond effectively to our aim of improving outcomes for residents. By working together we intend to improve the quality, value, access and effectiveness of services both organisations are accountable for. In many instances this may also involve working with other organisations, in wider partnership arrangements to fulfil these aims. Employee wellbeing is a critical factor and all joint working opportunities will take into consideration the impact that the change will have on employee's health and wellbeing.

## 2. Purpose

2.1 The driver for the establishment of combined team arrangements must be improved provision of services to the customer, so changes will be only undertaken where they can be proven to be of benefit and result in better value for money. The design of combined teams must reflect the shape and structure of the service to be delivered and, where it is the best option operationally, the arrangements may include developing 'virtual' teams.

2.2 This protocol is designed to provide clarity about what working in a combined team means, and how a combined team will be created from a human resources perspective. The existence of such a protocol does not imply that any decisions have been taken on what, if any, teams would be combined. Decisions will be taken on a service by service basis having regard to the business plan that is submitted once the process is developed.

2.3 Each council will make the necessary arrangements with their own staff to facilitate the development of combined teams. Such arrangements will be made by way of an amended job description where necessary and/or management instruction/guidance to affected staff.

2.4 The purpose of the protocol is to set out how employment issues will be dealt with in services where staff from each of the two councils are working together in combined teams and in particular, where the staff are managed by an employee of one of the two councils or other partners.

2.5 This protocol:

- will complement, but not replace, the HR Policies and Procedures of the partner organisations. However, where any conflict or disagreement occurs

- between the protocol and any HR Policies/Procedures, then the HR Policy/Procedure will take precedence;
- In no way affects the statutory obligations of the organisations involved which remain separate;
  - In no way affects the contracts of employment or terms and conditions of the staff of the organisations involved; and
  - Is designed to support those working in combined teams.

### 3. Guiding Principles

The following important statements will apply:-

- No services will be shared unless the approved joint Change Process has been followed.
- Employee's terms and conditions will be protected under their contract of employment insofar as changes will only be made in line with the formal agreed processes in place.
- Each organisation will endeavour to ensure that staff within combined teams are treated fairly and equitably.
- Where applicable:
  - a shared set of working standards will be developed.
  - Managers will receive clear guidance and advice from the respective Human Resource Departments on how to apply HR policies and procedures appropriately.

The key elements of the change process are detailed at Appendix A.

### 4. Clarity in the contractual relationship

4.1 The HR policies, procedures and terms and conditions of staff and the statutory obligations of the partner organisations are unchanged by this protocol. Staff employed in Combined Teams will continue to be contracted to their current employer on the same terms and conditions provided under the respective individual contract of employment. Plus:

- The employing organisation remains responsible for exercising the rights and duties of the employer.
- The HR Protocol requires parties to liaise with each other regarding the contracts of employment of those they manage. Line managers will need to take advice from the HR service of the employing organisation where interpretation or formal action under the contract of employment is required.
- Existing and established posts that have become part of a combined team arrangement should normally be filled on the same and continuing basis unless otherwise agreed between the partners.

- Employees will not have a choice regarding which organisation employs them. It must be clear from the outset which employer the vacancy falls under.

## 5. Definition of Combined Teams

5.1 A Combined Team will usually be based on staff from both councils who:

- Will retain their employment role and status with no material changes to their terms and conditions. This means that employees (and other workers where applicable) of both councils will work alongside each other on different terms and conditions of employment;
- Will be managed by an employee or employees of either of the councils;
- May or may not be co-located with the rest of the team;
- May include colleagues from other partner or external organisations;
- Will be part of an identified Team who report through to a designated Director, Executive Director or Chief Executive;
- Will share team goals and objectives but will continue to be subject to the performance review process relating to the organisation that employs them;
- Work within a team that has been formally combined usually as part of a change exercise using the standard change process
- Can be part of organisation under a joint budgeting agreement.
- Will work under a S113 arrangement agreed between both councils.

5.2 A combined team at this point in time will not usually be:

- A team where all members are employed by the same organisation;
- A team that has been transferred as the sole result of TUPE processes
- A team made up solely of secondees.
- A team made up of employees from external partner organisations.

## 6. Benefits of Combined Teams

6.1 The benefits of creating a combined team must be measured in terms of service quality and improvements (as experienced by the customer), **and** improved value for money. This may be in relation to:

- front line services provided by either of the two organisations
- Services commissioned by either of the two organisations
- Services which are provided to colleagues within the two organisations.

6.2 A combined team should improve quality, effectiveness and access to public services.

There must be increased efficiency, which along with improvements for the customer will be the primary point of focus.

6.3 There are a range of additional benefits, these include:

- Supporting both the councils' progress and development as commissioning organisations;
- Extending the range of capability, skills and opportunity within the team;
- Improved recruitment and retention for key workers in both organisations through enhanced career development opportunities, including learning and development, and secondments;
- Significant multi-organisational learning, development and performance improvement;
- Closer inter-professional awareness and trust, developed through a clearer understanding of the roles and perspectives of others in multi professional teams;
- The potential for the development of flexible role boundaries when combined with agile working, and
- Achieving more economic and efficient delivery of service, through the joint management of resources and workload.

## 7. Financial Arrangements

7.1. Lead Managers will need to discuss and agree the financial arrangements underpinning the

Combined team arrangement. In all cases, salaries will continue to be paid from the employer's payroll, and no employee will be paid from more than one payroll (unless they hold two separate contracts).

7.2. There may be cases where a financial contribution from the non-employing council is

Agreed as being appropriate. There are a variety of models which may be suitable depending on the circumstances of the specific team in question. Options include but are not limited to:-

- An appropriate charging split agreed between the council's annually for the cost of the full team;
- The combined team that works across boundaries ensures that each employee works a specific number of hours for its employer and any excess is charged to the other council;
- Individual members of staff, within a combined team, only do work for the organisation employing them, which in turn pays their salary, national insurance and pension contributions from the appropriate budget and
- Where an employee works in both councils their salary will be paid by their employer and an invoice raised to cover the hours worked for the other council.

7.3. Depending on the make-up and working practices of the combined team, it may be

Appropriate to use a number of these options at the same time, or to pursue a different financial model. Managers of combined teams should discuss and agree with the lead Directors or other appropriate officers the most appropriate financial arrangement with the Finance teams from both organisations.

## 8. Recruitment to an combined team

8.1 In all cases, whether for new posts, reorganisations or appointments to vacancies, both councils agree that the terms of the employing organisation will prevail and the integrity of the terms and conditions and job evaluation processes to determine those terms will be upheld. No individual shall be subject to a hybrid set of terms and conditions. No individual must ever be given the opportunity to 'choose' which set of terms and conditions should apply.

8.2 Regardless of the sources of funding for posts within the team, all staff will be treated fairly and equitably and in accordance with the policies of the employing council.

8.3 In relation to the appointment of a new member of staff, managers should refer to local policies on recruitment and should work with the appropriate HR team who will advise on how the vacancy is to be managed, the sign off process required, and the advertising process. The evaluated salary range, and the employer should be clear in the advertisement.

8.4 Job descriptions for vacant posts should reflect that the post will be part of a combined team, and will detail the role and responsibilities expected of the post-holder.

8.5 Where the post is a joint appointment, the contract of employment will be clear that the employment relationship is with one council only and should detail the employer, and the role and accountabilities reflecting the combined nature of the joint appointment.

8.6 The recruitment process will be in accordance with the employing council's policies and procedures and will conform to the principles of safer recruitment.

## 9. Line Management arrangements

9.1 The manager of a combined team:

- Shall have the right to give any reasonable instructions to staff of both councils, who are members of the team.
- Will manage staff in accordance with the policies and procedures of the two councils including but not exclusively relating to :
  - Agile Working
  - Health and safety;
  - Training and Development;
  - Code(s) of Conduct;
  - Conflict of Interests/Confidentiality;
  - Communications;
  - Performance Management & Appraisal;
  - Recruitment and selection;
  - Sickness Management;

- Time Off
- Annual & Bank holiday leave;
- Grievance and discipline;
- Whistle-blowing;
- Bullying and harassment;
- Working Hours and arrangements (Ways of Working)
- Safeguarding including Self Disclosure
- Equality issues including Respect at Work, Bullying & Harassment and
- Staff and Trade Union Consultation.

9.2 It is acknowledged that the management of combined teams, places additional demands on the team manager. Knowledge of HR policies and procedures of both councils will be necessary to effectively manage HR processes across the team. This will require training and support, with guidance from HR and line management, to encourage the development of managerial confidence and skill.

9.3 The HR teams are working to develop a Change Management Policy and Process that will apply to all change exercises across the shared teams. The same policy will apply to change exercises that do not result in a shared service arrangement.

9.4 The team manager must clarify roles and set clear outcomes for the team as a whole and ensure that there are regular team meetings balanced with one to ones in order to develop team skills and coherence.

9.5 Managers must ensure that there are clear lines of accountability so that team members understand their responsibilities and reporting requirements.

## 10. Learning & Development

10.1 The manager of the combined team should be able to access development opportunities for staff they manage across the two councils. Funding will normally sit with the employing council unless exceptional circumstances prevail where funding is identified or ring fenced for specific service areas and/or staff groups.

10.2 The council's plan is to offer shared senior management training, and corporate training opportunities to all staff going forward from one shared Learning and Development platform. This will ensure consistency and quality of training across both organisations in the future and deliver best value for money.

## 11. Induction training

11.1 Fundamental to the success of combined teams is consistent and effective induction. Newly appointed team members should always participate in the normal induction arrangements of their employing organisation.

11.2 Managers of combined teams must then ensure that comprehensive departmental induction provides the relevant information and knowledge needed to function effectively in the combined team.

11.3 Managers will receive appropriate induction and management development in accordance with their individual need. All existing, as well as new managers, who are managers of staff from both councils should familiarise themselves with the key policies and procedures of both councils as part of their induction.

## **12. Performance Appraisal Process**

12.1 All employees will have their performance managed under the Performance Appraisal Process in place in their employing council's contractual policies and procedures. Managers must ensure that the process is followed in accordance with the relevant council's agreed process and timescales.

12.2 Key objectives will be set which support the aims of the team, the service and the organisational priorities. Individual training and development needs will be identified through the process. The non-employing organisation may need to provide information as necessary to ensure that the combined objectives are set appropriately.

12.3 To ensure all staff are appraised according to their employing organisations' procedures, all managers of combined teams, regardless of their own employment status, must ensure that they have good working knowledge of the appraisal procedures applicable for staff at all levels in both councils. Appropriate training will be available to those undertaking appraisals to enable them to effectively undertake the relevant appraisal processes for their team members.

12.4 Support should be accessed from the HR team in the organisation in which the individual is employed.

## **13. Capability issues**

13.1 Any capability issues will be dealt with under the Capability Policy and Process in place in the employing council. Managers must ensure that the process is followed in accordance with the relevant council's agreed process and timescales.

13.2 To ensure all staff are managed according to their employing organisations' capability policy and procedures, all managers of combined teams, regardless of their own employment status, must ensure that they have good working knowledge of the capability procedures applicable for staff at all levels in both councils. Appropriate training will be available to managers to enable them to effectively undertake the relevant processes for their team members.

13.3 Support should be accessed from the HR team in the organisation in which the individual is employed.

13.4 Any decision to dismiss can only be taken by a senior manager, as identified within the employing organisation's capability policy, based on the recommendation and case presented by the manager of the combined team. The employee must be allowed the opportunity for full representation as detailed in the policy.

## 14. Grievance

14.1 Any grievance issues will be dealt with under the Grievance Policy and Procedure in place in the employing council. Managers must ensure that the process is followed in accordance with the relevant council's agreed process and timescales.

14.2 To ensure all grievances are managed according to the employing organisations' grievance policy and procedures, all managers of combined teams, regardless of their own employment status, must ensure that they have good working knowledge of the grievance procedures applicable for staff at all levels in both councils. Appropriate training will be available to managers to enable them to effectively undertake the relevant processes for their team members.

14.3 Support should be accessed from the HR team in the organisation in which the individual is employed.

14.4 Where an employee in a combined team submits a grievance about an employee in another council within the same team HR advice should be sought to determine how the investigation and resolution procedure should be managed practically within the relevant procedures.

14.5 Collective grievances or disputes can only be raised by trade unions or management and not individuals.

14.6 There will be no facility to raise collective disputes across both councils. Any collective grievance should be raised with the employing organisation.

## 15. Disciplinary

15.1 Any disciplinary issues will be dealt with under the Disciplinary Policy and Procedure in place in the employing council. Managers must ensure that the process is followed in accordance with the relevant council's agreed process and timescales. Where these procedures state the immediate line manager, this will mean the employee's line manager, regardless of the line manager's employing organisation.

15.2 To ensure all conduct issues are managed according to the employing organisations' disciplinary policy and procedures, all managers of combined teams, regardless of their own employment status, must ensure that they have good working knowledge of the disciplinary procedures applicable for staff at all levels in both councils. Appropriate training will be available to managers to enable them to effectively undertake the relevant processes for their team members.

15.3 Support should be accessed from the HR team in the organisation in which the individual is employed.

## 16. Job Evaluation

16.1 There are separate job evaluation schemes in place in the two councils. The employing council will retain responsibility for the evaluation or re-evaluation of posts where appropriate.

16.2 The councils use the NJC and Hay job evaluation schemes at various levels in the separate organisations and this will continue.

16.3 Market supplements may be paid in line with the employing council's policy

16.4 These arrangements will continue, as at present, and will therefore apply to each team member of a combined team, as appropriate and in line with the policy of their employing organisation.

## **17. Sickness absence management**

17.1 An employee's sickness absence will be dealt with under the Sickness Absence Policy and Procedure in place in the employing council. Managers must ensure that the process is followed in accordance with the relevant council's agreed process and timescales.

17.2 To ensure all sickness absences are managed according to the employing organisations' Sickness Absence policy and procedures, all managers of combined teams, regardless of their own employment status, must ensure that they have good working knowledge of the Sickness Absence procedures applicable for staff at all levels in both councils. This will particularly apply to 'trigger points', Occupational Health referral timings, absence reporting etc.

17.3 Appropriate training will be available to managers to enable them to effectively undertake the relevant processes for their team members.

17.4 Support should be accessed from the HR team in the organisation in which the individual is employed.

## **18. Smoking, and the use of Alcohol or Drugs**

18.1 Smoking, alcohol and drug use will be dealt with under the relevant Policies and Procedures in place in the employing council. The rules of the employing organisation must be followed with regard to the consumption of alcohol during working hours.

18.2 Smoking whilst on duty is allowed only in accordance with the employing organisation's policies and procedures, and also in accordance with the policies and procedures of the organisation in whose premises staff are working. Breaks for smoking must be appropriately recorded and will be unpaid.

## **19. Leave**

19.1 An employees' annual leave (and all other leave) will be dealt with under the relevant policies and procedures in place in the employing council. Managers must

ensure that the process is followed in accordance with the relevant council's agreed process.

19.2 The line manager, regardless of employing organisation, can authorise flexi/annual leave for all staff in their team. It is the line manager's responsibility to ensure that this is done in a planned manner according to the requirements of the service. The line manager must keep a record of staff leave according to the recording system of the employing council.

19.3 The line manager, regardless of employing organisation, should refer to the appropriate policy and ultimately seek guidance, from the HR team of the employing organisation, regarding all forms of statutory and contractual paid and unpaid leave if they are unsure of the process to follow.

19.4 Appropriate guidance will be provided for managers to enable them to effectively undertake the relevant processes for their team members. The employees' ordinary leave entitlements will continue but when booking leave the employing organisation will ensure that the leave is approved in consultation with relevant representatives of the non-employing organisation to ensure there is sufficient resilience to maintain service continuity as required.

19.5 Support should be accessed from the HR team in the organisation in which the individual is employed.

## **20. Shared policies and procedures**

20.1 In adopting the principle of best practice in a combined service, it is determined that some policies, procedures and protocols may be adopted jointly, regardless of the employing organisation. Individual policies and procedures will make it clear if this applies. Where it is possible, opportunities to combine and harmonise policies and procedures will be maximised, as will partner organisations commitment to respond with a similar approach to new legislation and initiatives.

## **21. Whistleblowing**

21.1 The policy of the employing organisation of the whistleblower will apply. However, if the employee reveals concerns that are related to one or both of the councils, these will be shared on a confidential 'need to know'/'need to act' basis and managed in accordance with best practice.

## **22. Code of Conduct**

22.1 The Code of Conduct of the employing organisation will apply to the expected behaviours and practices of the employee regardless of the location in which they work. However, local protocols may be developed that will be incorporated into the Code of Conduct of each organisation as applicable.

## **23. Equality & Diversity**

23.1 Employees will be expected to follow the equality policies of the employing organisation. Alongside contractual policies this will also include complying with organisational requirements regarding Equality Impact Assessments.

## **24. Staff Consultation**

24.1 Staff consultation processes within each organisation will continue with local representatives. This includes informal and formal meetings. Joint meetings with representatives from both councils may also be arranged as necessary going forward in consultation with the trade unions.

## **25. DBS processes**

25.1 DBS processes within each organisation will continue with each organisation determining which posts should be DBS checked and at what level and frequency. Ultimately we will aim to operate identical DBS checking processes.

## **26. Practical assistance**

26.1 Where the employing organisation is required to take action under one of its HR Policies or Procedures, the non-employing organisation will provide such information and assistance as may be required. Requests for information should be complied with in a timely manner and the non-employing party will permit its employees to comply with any requests for information and/or attendance at any relevant meetings etc.

## **27. Sharing of Information/Confidentiality**

27.1 Information will be shared across both councils, in accordance with the information sharing protocols in relation to the effective operation of the combined team. As part of the business case Heads of Service must identify any service specific requirements to ensure that the arrangements are compliant with the protocols. There must also be due adherence to any legal requirements including ensuring compliance with data protection legislation. The councils will work to reduce or remove any logistical, technological, or other restraints that may impact on the work of the team.

## **28. Other considerations**

28.1 Action initiated under one procedure may be changed to an alternative procedure if investigation of the circumstances indicates this would be more appropriate.

28.2 Equality impact assessments will be carried out where appropriate.

28.3 The key elements to consider when compiling a business case are detailed at Appendix A.

## **29. Compliance**

29.1 Failure to follow the details set out in this protocol may impact on good employee relations and the reputation of either/both council as a good employer. In addition, it may result in the council breaching employment legislation and incurring financial penalties.

29.2 HR will provide signposting and guidance to support managers in carrying out their employment responsibilities.

29.3 Senior managers should report to senior members of the HR teams any instances where this protocol has not been followed and whether there are any changes or improvements required to the policies, procedure, training, support or any other aspect of the council's approach to shared service working.

29.4 HR will monitor the effectiveness of the protocol through information received via feedback from managers and employees.

29.5 This protocol will be reviewed every twelve months.

## **Key elements to consider when compiling a business case**

### **APPENDIX A**

#### **1. Rationale**

Detail the rationale for the change proposals including what is currently being delivered and why it is no longer appropriate or fit for purpose, and why a combined arrangement is required.

#### **2. Proposed changes**

Detail what the actual proposals are.

Ensure the proposals have been appropriately costed and are within the resource envelope

#### **3. Proposed Methods**

Draft job descriptions.

Evaluate job descriptions.

Determine position on posts including which posts are 'at risk', where 'slotting' and 'ring fencing' may apply.

Determine how the change process will be managed and whether it will result in redundancies. Decide whether voluntary redundancy will be an option.

Undertake an Equality Impact Assessment on the proposals where applicable.

#### **4. Consultation procedure**

Draft consultation procedure.

Undertake appropriate consultation with trade unions, staff and any other stakeholders.

Prepare HR1 letter where appropriate.

Carry out stage one meetings with affected staff.

Carry our stage two meetings with affected staff.

Confirm final agreed structure at end of consultation.

Provide time for staff to apply.

Undertake interviews.

Carry out stage three meetings with affected staff.

Revised service can only commence when the full process has been undertaken.

This is likely to take at least three months.

(This list is not exhaustive).

## **SCHEDULE 5 - FINANCIAL PROTOCOL**

As part of the Councils' wider commitment to combination, integration and joint working, there is the requirement for a Financial Protocol that establishes the principles of how the financial relationship between the Councils will work.

The Councils agree to be bound by the terms of the Financial Protocol and to fulfil their respective obligations there under.

The principles within the financial protocol will need to be included in the respective Target Operating Model and business case for each work package.

### **High Level Principles**

- 1) Both Councils must benefit in each business case.
- 2) There must be a commencement (starting date) for each Service from which these principles will apply.
- 3) Savings and associated costs made by Councils prior to a commencement date of joint working arrangements shall remain with the respective Councils.
  - a. Must be a single version of the truth for pre-commencement work (i.e. appropriate baselining) for the existing services - however they are presently delivered.
  - b. This must be agreed as part of 18/19 base budget and documented as part of that process and relates to the ongoing revenue and capital costs of the service
- 4) Savings applied for each Council following the commencement date will comply with the following:
  - a. "Transactional savings" will be depend on the agreed detailed transactional profile for the relevant service area. Transactional measures could include proportions, gross or net budget allocations, service outputs, service inputs for a service area. Ongoing budgets need to map to the relative workload delivered for each partner.
  - b. "Managerial savings" will be dependent on the agreed detailed managerial profile for the relevant service area. In some service areas there might be strategic management that have accountabilities and responsibilities that do not correspond to Transactional allocations. In this case these posts will need to be allocated on a different allocation method. This will led by Director "Judgement" of Strategic input and design principles for the management posts and where they are being removed.
- 5) Costs applied to each Council following the commencement date will comply with the following:
  - a. Transitional costs will be shared depending on the agreed transactional profile for the relevant service area.

- a. Any sunk fixed costs for each service area requiring to be written off may be shared across both Councils as per the transactional profile. These are costs (capital generally in nature) that have been invested in the services prior to the commencement date that are now not required and need to be written off. An example here is the costs that the County Council Children's Services invested in Mosaic development that was stopped as the solution changed to Liquid Logic.
  - b. Staffing costs will be apportioned in the following ways – depending on where the staffing member is employed:
    - i. Managerial costs will be apportioned based on the agreed detailed managerial profile for the relevant service area
    - ii. Other Staffing costs will be based on the agreed detailed transactional profile for the relative service area
  - c. Fixed costs
    - i. For Joint services, fixed costs will be apportioned based on the agreed detailed transactional profile for the relative service area.
    - ii. In transition, until full integration, individual Council will be responsible for their own costs.
  - d. Property Costs
    - i. Property costs will be allocated based on building usage and recharged where there is cross occupation.
    - ii. If a Building is sold, the “owning council” will receive that benefit.
- 6) Other Financial Principles that need to be covered in the Finance Protocol
- a. Insurance
    - i. Insurance is Council specific. Each Council must as part of the process ensure their insurance cover is appropriate for the shared services being delivered.
    - ii. Any efficiencies from Joint Procurements will be based on tender documentation
  - b. Onboarding / Migration - the business case must include an appropriate Onboarding / Migration plan for the Service.
  - c. The Councils will ensure that the Information Sharing Protocol is referenced in the business case and is appropriate.
  - d. Severance (Redundancy Payments)
    - i. Will be Council specific – Employing Council is responsible for any redundancy but cost allocation will be part of the Business Case.
    - ii. Cost due to Shared service restructures are applied at the agreed Transactional/managerial model for that service.
    - iii. Pension Costs need to be regularised
  - e. Termination
    - i. Costs of termination would be Council specific dependent on the Council terminating the agreement
  - f. Annual Review/Variations
    - i. A full set of SLA's/KPI's will be set out
    - ii. These will be reviewed on an annual basis

- iii. Variations to Services will be delivered by agreed Change Request Mechanism with associated business case setting out additional/reduced costs/savings/liabilities
  - iv. Reporting will be on a quarterly basis for the overall Service (not day to day items)
  - v. Customer Satisfaction
    - 1. Strategic and Operational done on a yearly basis
- 7) Other Principles will form part of the overall Joint Working Agreements including S113 and Sharing Agreements

**The above principles assume:**

- 1) Full Business case for each service area based on detailed budget and inputs from both Councils (including any impacts on the LGSS Partnership and Delegation Agreement.
- 2) Approval will be
  - a. Shared Services Executive Steering Group
  - b. Programme Board (part of joint Strategic Management Team/Corporate Management Team
  - c. Appropriate Cabinet Member and Member Committee at each Council and LGSS
- 3) Approved Documents will be stored in a central repository with access from all parties.

## **SCHEDULE 6: INFORMATION SHARING PROTOCOL**

**Introduction**

**Aims and Objectives**

**Data Protection Impact Assessments**

**Types of sharing**

**Systematic Information Sharing**

**Minimised information sharing**

**Ad-hoc or one off Information Sharing**

**Other agreements**

**Data Sharing and The Law**

**Information Covered By This Framework**

**Special Category Personal Information**

**Official Sensitive Information**

**Anonymised Information**

**Pseudonymised Information**

**Restrictions on Use of Information Shared**

**What Are The Lawful Bases For Processing?**

**Indemnity**

**Security**

**Information Quality**

**Training**

**Review**

**Acceptance of terms**

**Information Sharing Checklist**

**APPENDIX 1 PCC-CCC DPIA SCREENING CHECKLIST**

**APPENDIX 2 PCC – CCC FULL DPIA**

**APPENDIX 3 DRAFT ISA TEMPLATE**

## Introduction

This Information Sharing Framework has been developed to ensure that information is being shared appropriately and lawfully between Peterborough City Council and Cambridgeshire County Council as well as any contracted parties.

The document establishes consistent principles and practices to govern any sharing of personal and non-personal information.. The ethos is for an approach which enables the sharing of information in all situations to plan joint service delivery as well as improve that service delivery and resident outcomes as well as to support tasks such as safeguarding in Cambridgeshire, except where it would be illegal to do so.

**Remember, not sharing any data can be a risk just as much as the opposite action of sharing too much data.**

This Information Sharing Framework is considered to be the overarching framework to provide the basis for partners to share information. Any existing data sharing agreements should ensure that they comply with these principles as and when they are reviewed

This Framework applies to information shared by partner organisations excluding any information which is already in the public domain. Sharing is not restricted solely to information classified as personal data by the Data Protection Legislation and will include business sensitive or financial information. .

It is worth bearing in mind that the legislation in place to protect data is **not** there to create a **barrier** to sharing information. It exists to provide a framework to ensure that any personal and/or sensitive information is shared appropriately.

## Aims and Objectives

Partners and their officers need to feel confident and knowledgeable of their obligations when requested, or requesting, to share information. The Framework aims to ensure compliance and consistency across the county by achieving the following objectives:

- Creating a binding Framework to govern working practices and create greater transparency and data security allowing organisations to improve services in the delivery of care for those that need them.
- Offering guidance on how to share information lawfully
- Setting in place a process for the planning of joint service delivery
- Increasing understanding of data sharing principles and legislation

- Having a consistent template for Information Sharing Agreements (ISA) and Data Protection Impact Assessments (DPIA) to make it easier and quicker to formalise information sharing activities, ensuring risks are managed and providing assurance for staff and service users
- Establish an efficient and reliable process to share information quickly
- To protect partner organisations from allegations of wrongful use of data
- To monitor and review information flows
- Allow councils to improve services for users and cooperate so they can deliver the care and services that those people with complex needs rely on

## Data Protection Impact Assessments

A DPIA is key part of ensuring that we have thought about the people whose data we are using and the impact on them. It is mandatory to undertake a DPIA in certain situations, but it is good practice to assess the risks of any data sharing to ensure you have thought about how you will mitigate those risks to all parties.

We have a set of forms which will help you; a screening checklist as it may be that you do not need to complete a DPIA and then a “lite” version for lower risks and a full version for higher risks.

## Types of sharing

### Systematic Information Sharing

Systematic information sharing involves routine sharing of data sets between services for an agreed purpose. Partner services who intend to share information systematically and as an ongoing purpose as a result of this Framework should complete an Information Sharing Agreement.

If they are drawing up an agreement, they should use the Framework’s approved Information Sharing Agreement Template to detail the specific purposes of the data sharing activity and have this signed off by their Data Protection Officer (DPO) and the board.

Partners should ensure that a DPIA is also completed and agreed by the DPO. This DPIA should be reviewed on a regular basis.

### Minimised information sharing

In the case where information, either personal or financial, is required for the planning stage of a business case for joint service delivery, consideration of the level and type of information must be made.

Paragraph 22 of Part 4 of Schedule 2 of the Data Protection Act 2018 provides for the processing of personal information without informing data subjects if disclosure would prejudice management planning. This would include developing a business case or for forecasting. If this is the case, then the personal information should be specific and the minimal amount required to develop the business case. Partners should ensure that a DPIA is also completed and agreed by the DPO. This DPIA should address the level of data being used and justify this level of data. It must also be considered how disclosing the use of data for this reason would prejudice the ability of partners to undertake this work. For example, would informing staff that a joint service is being planned prejudice the effectiveness of that business case. The DPIA and reasoning must be reviewed on a regular basis.

Partner services who intend to share information on this basis should complete an Information Sharing Agreement. The agreement does not extend to the use of the information beyond what is specified in the business case, ISA and DPIA.

### **Ad-hoc or one off Information Sharing**

This is specific information sharing involves which are exceptional sharing activities for a range of purposes which are not covered by routine data sharing arrangements. For ad hoc activities, an ISA is not needed but it should recorded what was shared and why. This could be a specific reason such as for the prevention and detection of crime or legal proceedings.

It is expected a record is kept of any ad hoc, one off data sharing activities detailing the circumstances, what information was shared and explaining why the disclosure took place. Remember, only share the minimum amount of data necessary and remove any fields or datasets which are not directly relevant before you share.

### **Other agreements**

This framework should be used in conjunction with local service level agreements and any other formal agreements between partner organisations, as well as existing ISAs.

All parties signed up to this framework agree to be responsible for ensuring measures are in place to guarantee the security and integrity of data and that staff are sufficiently trained to understand their responsibilities and comply with the law. This document encourages sharing of data, but does not alter the statutory duties of those organisations signed up to it.

### **Data Sharing and The Law**

Legislation gives information sharing its basis in law. The legislation listed below gives partners a mandate to share information as well as responsibilities for protecting

information and preventing improper use. Any sharing must be in line with data protection legislation i.e. the Data Protection Act 2018 and General Data Protection Regulation 2016. .

Examples of legislation which may enable are:

- Children Act (1989)
- Children Act (2004)
- Civil Contingencies Act (2004)
- Common Law Duty of Confidence
- Police Act (1996)
- Crime and Disorder Act (1998)
- Local Government Act (2000)
- Gender Recognition Act (2004)
- Care Act (2014)
- Mental Health Act (1983)
- Mental Capacity Act (2005)
- Health and Social Care Act (2012)
- Children & Families Act (2014)
- Children and Young Persons Act (2008)
- Criminal Justice Act (2003)

Partner services must also be aware of any other legislation relevant to them when sharing specific information as this is not an exhaustive list of legislation.

### **The Freedom of Information Act 2000 (FOIA)**

In addition to the legislation listed above, the FOIA gives everyone the right to request information held by public authorities and, unless exempt, to be told whether the information is held and be provided with the information. Most, if not all, public sector bodies involved in data sharing are subject to the FOIA. This requires every public authority to adopt and maintain a publication scheme, committing them to publish information on a proactive and routine basis. In most cases this will include the policies and procedures relating to data sharing, including the details of the organisations with which data is shared and any relevant code of practice. Any information shared between different partner organisations may be subject to an FOI request. Upon receipt of an FOI request the opinion of the originating party should be sought before decisions are made on whether to provide the information.

### **Information Covered By This Framework**

This Framework covers the closed sharing of a range of types of information, including personal, sensitive personal and business sensitive data. **Wherever possible, it is recommended that anonymised, aggregate or pseudonymised data is used to minimise the risk of any data protection breaches.** If you are in any doubt over

whether you can share data and how to go about doing this, you should consult your organisation's Data Protection Officer.

## **Personal Information**

Personal data refers to any data (all forms, for example manual, electronic, audio and visual) which relates to a living individual (the data subject) who can be identified either from that data, or from any other information which is in the possession of, or is likely to come into the possession of, the data controller.

## **Special Category Personal Information**

Special personal data covers information which is defined as:

- race;
- ethnic origin;
- politics;
- religion;
- trade union membership;
- genetics;
- biometrics (where used for ID purposes);
- health;
- sex life; or
- sexual orientation.

We also consider criminal proceedings as special category personal information and will be handled in the same way.

## **Official Sensitive Information**

Some information may be strategically or business sensitive, for example preparatory work around service redesign. It would also include financial information. Likewise, direct access to some datasets may need to be controlled because of licensing considerations preventing wider release. The loss, compromise or misuse of this type of information could cause serious damage to the organisation's reputation, or that of partners or lead to litigation.

## **Anonymised Information**

Any data which is anonymised can usually be shared without consent (subject to certain restrictions regarding health/social care records) provided the identity of the individual cannot be recognised.

However, organisations should ensure that anonymised data, when combined with other information from the same, or different sources, does not produce any information which can identify individuals, either directly or by summation.

There are several approaches to anonymisation and the appropriate approach will depend on the use to be made of the data:

**Aggregation:** Aggregation of datasets about individuals into summary tables, so there are no longer rows relating to individuals.

**Anonymisation:** Removal of identifiers in datasets at the level of individuals, so that there is no means to re-establish the link between the data and the individuals concerned.

## Psuedonymised Information

Replacement of identifiers with alternative meaningless alphanumeric fields and reduction of potential identifiers to a partial form (e.g. year of birth instead of date of birth, partial postcodes). If a set of keys is used to generate the alternative identifiers, then records relating to the same individual can be linked across datasets treated in the same way where research objectives require this.

## Restrictions on Use of Information Shared

All shared information, personal or otherwise, must only be used for the purpose(s) specified at the time of disclosure(s) as defined in relevant ISAs unless obliged under statute or regulation, or under the instructions of a court or as agreed elsewhere. Any further uses made of this data will not be lawful or covered by the ISA.

Secondary use of non-personal information may be subject to restrictions, i.e. commercial sensitivity or prejudice to others caused by the release of such information. If you wish to share information with a third party you should consult the information's original owner.

Certain information is subject to additional statutory restrictions, for example Criminal Records, HIV and AIDS, Assisted Conception and Abortion, Child Protection. Information about these will be included in relevant Information Sharing Agreements.

For advice on permission to share information you should approach the Data Protection Officer.

## What Are The Lawful Bases For Processing?

Any sharing of information should have a lawful basis for processing. One is required for processing personal data and one for special category information. The ISA and DPIA must identify which are applicable.

The lawful basis for processing **personal data** are set out in Article 6 of the GDPR. At least one of these must apply whenever you process personal data and must be identified before any sharing

(a) The individual has given clear **consent** for you to process their personal data for a specific purpose.

(b) The processing is **necessary for a contract you have with the individual**, or because they have asked you to take specific steps before entering into a contract.

(c) The processing is **necessary for you to comply with a legal obligation** but not including contractual obligations.

(d) The processing is necessary to **protect someone's life**.

(e) The processing is necessary for you to **perform a task in the public interest or for your official functions**, and the task or function has a clear basis in law.

(f) The processing is necessary for your **legitimate interests** or the legitimate interests of a third party unless there is a good reason to protect the individual's personal data which overrides those legitimate interests. (This cannot apply if you are a public authority processing data to perform your official tasks.)

The basis for processing special category information are set out in Article 9 of the GDPR. In relation to our services, these are the most relevant:

(a) The data subject has given **explicit consent** to the processing of those personal data for one or more specified purposes

(b) The processing is necessary for the purposes of carrying out the obligations and specific rights in relation to **employment and social security and social protection law**

(c) processing is necessary to protect someone's life (**the vital interests**)

(e) it has already been **made public** by the data subject;

(f) processing is necessary for the establishment, exercise or defence of legal claims

(g) processing is necessary for reasons of **substantial public interest**

(h) processing is necessary for the purposes of **preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services**

(i) processing is necessary for reasons of public interest in the area of **public health**

(j) processing is necessary for **archiving purposes in the public interest, scientific or historical research purposes or statistical purposes**

## Indemnity

Each partner organisation shall fully indemnify the other council and keep each of the other partners fully indemnified against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, any breach of this agreement and in particular, but without limitation, the unauthorised or unlawful access, loss, theft, use, destruction or disclosure by the offending partner or its subcontractors, employees, agents or any other person within the control of the breaching partner organisation of any personal or sensitive data obtained in connection with this agreement

All agencies who are party to this Framework will have in place appropriate measures to investigate and deal with the inappropriate or unauthorised access to, or use of, personal data whether intentional or unintentional.

In the event that personal data shared under this Framework is or may have been compromised, whether accidental or intentional, the organisation making the discovery will, without delay:

- take appropriate steps, where possible, to mitigate any impacts;
- inform the organisation who provided the data of the details;
- take steps to investigate the cause;
- take disciplinary action against the person(s) responsible, if appropriate;
- take appropriate steps to avoid a repetition.
- inform the DPO

On being notified of a breach, the original data provider along with the organisation responsible for the breach, and others as appropriate, will assess the potential implications for the individual whose data has been compromised, and if necessary will:

- notify the individual(s) concerned;
- advise the individual(s) of their rights; and
- provide the individual(s) with appropriate support.

Where a breach is identified as serious, it may have to be reported to the Information Commissioner's Office. The original data provider, along with the breaching organisation and others as appropriate, will assess the potential implications, identify and agree appropriate action.

## Security

It is assumed that each organisation has achieved or will aim to work towards information security standards such as ISO 27001; compliance with NHS Digital's Data Security and Protection Toolkit or (formerly known as Information Governance Toolkit) and will adhere to a similar level of compatible security.

Organisations have an Information Security Policy and Cyber Security Policy in place to set out the minimum standards of security they require:

- Ensure that they have a secure and agreed means of sharing with a lead organisation accepting responsibility for the administration of any secure sharing system e.g. responsibility and liability for ensuring need to know only access to Google Drive would have to be maintained by PCC as system owner/admin.
- Ensure that unauthorised staff and other individuals are prevented from gaining access to personal data.
- Ensure visitors are received and supervised at all times in areas where personal data is stored.
- Ensure computer systems containing personal data are password protected.
- Passwords must be treated as private to the individual and must not be disclosed to others.
- The level of security should depend on the type of data held, but ensure that only those who need to use the data have access.
- Do not leave your workstation/PC signed on when you are not using it.
- Lock away disks, tapes or printouts when not in use.
- Ensure all new software has been authorised and disks are virus-checked prior to loading onto your PC.
- Exercise caution in what is sent via email and to whom it is sent; and only transmit personal data by email where agreed compatible security arrangements are in place with partners
- If information is taken from system/s or network, ensure that appropriate security measures have been taken (eg. encryption).
- Ensure the secure disposal of information (electronic and on paper).
- Check that the intended recipients of faxes, emails and letters containing personal data are aware the information is being sent and can ensure security on delivery.
- Ensure your paper files are stored in secure locations and only accessed by those who need to use them.

- Do not disclose personal data to anyone other than the data subject unless you have the data subject's consent, or it is a registered disclosure, required by law, or permitted by a Data Protection Act exemption
- Do not leave confidential information on public display in any form. Clear your desk at the end of each day and lock sensitive material away safely.

Each partner agrees to adhere to these standards of security. Should additional security arrangements be required, these should be set out in individual Information Sharing Agreements as required.

It is the responsibility of the organisation which discloses personal data to make sure that it will continue to be protected by adequate security by any other organisations that access it by including clearly stated requirements in Information Sharing Agreements. Once the information has been received by the partner organisation they will have their own legal duties with respect to this information.

In the event of a security breach in which information received from another party is compromised, the originator will be notified at the earliest opportunity.

It is accepted that not all partners will have security classification in place, however, it is recommended that signatories to information sharing agreements: (i) protectively mark the materials they share to indicate the level of sensitivity, and (ii) align the protective marking classification they use with that used by Central Government. Further information is available from the DPO.

## Information Quality

Information shared should be complete (but not excessive), accurate and up-to-date to ensure all partners are assured that the information can be used for the purposes for which they require it. Organisations should also make any partners they share information with aware of their rules on data retention and whether these apply to the data being shared. Organisations should have a process for seeking assurance, where necessary, that personal information has been securely deleted/disposed of at the end of the retention period.

All service areas/organisations who are part of an information sharing agreement must update their partners within the information sharing agreement if they identify inaccurate information and vice versa. This requirement should also be included in the information sharing agreements.

All organisations must put in place plans in place to carry out regular quality assurance across all teams that share data as part of an information sharing agreement.

Organisations are expected to ensure that the personal and sensitive personal data they hold is processed in accordance with the Data Protection Act principles

## Training

Training must be provided for staff in all organisations who will have any duties handling or sharing information so that they can undertake their duties confidently, efficiently and lawfully. IG Training is mandated to be completed every year. PCC and CCC will ensure that officers are provided with access to the same training.

## Review

Information Sharing Agreements should be periodically reviewed to ensure that security arrangements are appropriate and effective. This should be undertaken and any amendments shared with the DPO.

## Acceptance of terms

It is key that all officers abide by the principles stated above and that these are adhered to.

This means that:

- only data which is necessary for the project is shared
- only data which has been agreed in the ISA and DPIA is shared
- it is only used for the purposes specified and re-use is not permitted without agreement from the board and DPO
- all officers engaged have undertaken data protection training
- all officers engaged abide by the principles of this framework
- all officers engaged will adhere to security principles
- all officers will adhere to confidentiality

The relevant director/head of service when signing the business case, ISA and DPIA will accept responsibility for ensuring compliance as will the project lead.

## Information Sharing Checklist

Before you share any information then complete the below and sign....

| Have you:                                                                  | How have you done this? | Aide                                                                                           |
|----------------------------------------------------------------------------|-------------------------|------------------------------------------------------------------------------------------------|
| got an agreed set of objectives?                                           |                         | <i>a business case/proposal?</i>                                                               |
| Identified which services are in scope?                                    |                         | <i>this should be part of the business case?</i>                                               |
| Had a business case entered on Verto which has been agreed                 |                         | <i>Evidenced by Verto</i>                                                                      |
| Spoken to the DPO?                                                         |                         | <i>seek advice at the outset and gain support from the outset</i>                              |
| Identified what information is to be shared? and what level is required    |                         | <i>This should be clear and specific as part of the business case and subsequent agreement</i> |
| Identified the lawful basis for sharing?                                   |                         | <i>This should be clear and specific as part of the business case and subsequent agreement</i> |
| Identified any licensing issues if access to a system is required?         |                         | <i>This will be part of your business case</i>                                                 |
| Identified the secure means for sharing and who takes responsibility?      |                         | <i>This should be included in the sharing agreement</i>                                        |
| Identified any legislation or exemptions which support the sharing or use? |                         | <i>This should be included in the agreement and referenced clearly.</i>                        |
| Ensured contracts are in place if needed?                                  |                         | <i>If contracts are needed then have these reviewed by Legal?</i>                              |
| Completed a DPIA?                                                          |                         | <i>has this been agreed?</i>                                                                   |
| Completed the ISA?                                                         |                         | <i>has this been agreed?</i>                                                                   |

|                                                                              |  |                                                       |
|------------------------------------------------------------------------------|--|-------------------------------------------------------|
| Ensured that all officers concerned understand the process and restrictions? |  | <i>Has the director/head of service ensured this?</i> |
|------------------------------------------------------------------------------|--|-------------------------------------------------------|

By signing this agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself are sufficient to meet the purpose of this agreement.

Signatories accept responsibility for ensuring that staff are aware of their responsibilities under data protection.

Signatories must also ensure that they comply with all relevant legislation and with the provisions set out in the **Cambridgeshire Information Sharing Framework**.

Signed on behalf of **Peterborough City Council**:

|           |  |
|-----------|--|
| Title:    |  |
| Position: |  |
| Date      |  |
| Signature |  |

Signed on behalf of **Cambridgeshire County Council**:

|           |  |
|-----------|--|
| Title:    |  |
| Position: |  |
| Date      |  |
| Signature |  |

## APPENDIX 1 PCC-CCC DPIA SCREENING CHECKLIST

### DPIA SCREENING CHECKLIST (Prior to completion of a Data Protection Impact Assessment)

This form will allow you to establish, during the initial scoping phase, whether your project is likely to need a DPIA. It is suggested that you revisit this checklist at various points in your project lifecycle to ensure that there have been no changes made to the proposed use of information which may impact on whether a DPIA is needed.

| KEY PROJECT INFORMATION:                                                                          |                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Name:                                                                                     |                                                                                                                                                                                                                                                                |
| Description of Project:                                                                           | <p>Explain what the project aims to achieve, what the benefits will be to the organisation, to individuals and to other parties.</p> <p>You may find it helpful to link to other relevant documents related to the project, for example a project proposal</p> |
| Project Manager:                                                                                  |                                                                                                                                                                                                                                                                |
| Project Sponsor:                                                                                  |                                                                                                                                                                                                                                                                |
| Expected 'Go Live' date:                                                                          |                                                                                                                                                                                                                                                                |
| Will the project involve the use or collection of any information which based on an individual's? | <p>NO - If the answer is no, you do not need to complete this form – a DPIA is not required.</p> <p>YES - If the answer is yes, please continue</p>                                                                                                            |
| Level of personal information you                                                                 | Requires full personal information                                                                                                                                                                                                                             |

|                                                                                                                                                                                                                           |                    |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------|
| believe is required                                                                                                                                                                                                       | Anonymised data    |       |
|                                                                                                                                                                                                                           | Minimised data     |       |
|                                                                                                                                                                                                                           | Pseudonymised data |       |
| Reason for this level of data<br><br>Please include necessity if you believe full personal data is required. If you have indicated anonymised, pseudonymised or minimised data please indicate how you will achieve this. |                    |       |
| KEY CONTACTS:                                                                                                                                                                                                             |                    |       |
| Project Manager Name & Job title:                                                                                                                                                                                         |                    |       |
| Project Manager Email                                                                                                                                                                                                     |                    |       |
| Project Manager Phone                                                                                                                                                                                                     |                    |       |
| Key Stakeholder Names & Roles.                                                                                                                                                                                            | Names              | Roles |

| SCREENING QUESTIONS                                                                                                                    | Yes or No |
|----------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Will you use systematic and extensive profiling with significant legal effects on an individual such and the service they may receive? |           |
| Will you be processing special category or criminal data on a large scale?                                                             |           |

|                                                                                                                         |  |
|-------------------------------------------------------------------------------------------------------------------------|--|
| Will you be systematically monitor publicly accessible places on a large scale                                          |  |
| The above require a full DPIA                                                                                           |  |
| Will you be using new technologies or a current system in a different way?                                              |  |
| Will you be using profiling or special category data to decide on access to services especially denial of service       |  |
| Will you be profiling individuals on a large scale?                                                                     |  |
| Will you be processing biometric or genetic data?                                                                       |  |
| Will you be matching or combining personal data from different sources?                                                 |  |
| Will you be collecting personal data without a privacy notice directly issued to individuals explaining this?           |  |
| Will you be tracking individual's location or behaviour?                                                                |  |
| Will you be profiling children or target marketing or online services at them?                                          |  |
| Will you be processing data that may endanger the individual's physical health or safety in the event of a data breach? |  |

If any of the screening questions have been answered "YES", then please advise the Information Governance Team who will note these responses and will support you in completing the full Privacy Impact Assessment at the appropriate time.

If all questions are "NO", please return the document to the Information Governance Team and do not complete a Privacy Impact Assessment. Please email the completed checklist to: [foi@peterborough.gov.uk](mailto:foi@peterborough.gov.uk).

## APPENDIX 2 PCC – CCC FULL DPIA

## DATA PROTECTION IMPACT ASSESSMENT

| Name of project:         | Expected project implementation date:      |
|--------------------------|--------------------------------------------|
| Department contact:      | Submission date:                           |
| Project Manager:         | Project Sponsor:                           |
| Information Asset Owner: | Business Case Reference No (if applicable) |

**The screening checklist should be completed and attached to this full assessment.**

This assessment **should be completed at the project planning stage** to ensure that information risks are identified early and managed effectively **before** the project is implemented. Identified risks should be included in the project risk register and any changes to the project plan should be reflected in the Data Protection Impact Assessment (DPIA).

The DPIA is a checklist against Information Governance compliance and is a risk management process that enables us to anticipate and address likely impacts of new initiatives, to provide assurance of confidentiality, data protection, IT security and data quality issues related to this project. This completed assessment should be referenced and embedded in any business case.

A DPIA is mandatory for any new system (IT or otherwise), process or technology which involves person identifiable or business sensitive data.

**Completed assessments must be sent to the IG Team via email to: [foi@peterborough.gov.uk](mailto:foi@peterborough.gov.uk)**

Any changes to original assessment must be notified to the IG Team as above. Once all actions are completed, the final completed assessment must also be emailed to the IG Team as above.

**Notes on completion:**

All sections should be fully completed - Sections that are not relevant should be marked with N/A - Any queries during completion should be directed to the IG Team as above

**1. Project Outline Explain what the aims are, the benefits to all parties and why a PIA has been completed.**

|  |
|--|
|  |
|--|

**2. Organisational Questions**

**Completion Notes**

**Response**

|                                                                                                                                                                                             |                                                                                                                                                |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Confirm which internal partners have been informed of the project. This may include some or all of Information Governance, ICT, Finance, HR and Performance                                 | <i>List all internal partners and boards that have been informed of the project, who approved the outline specification/Business Case</i>      |  |
| Provide a complete list of all of the stakeholders including those departments or organisations that have an interest in, a role to play in the delivery, or may be affected by the project | <i>List all providers and other organisations such as county council, police, charities, service users etc. and their role in the project.</i> |  |
| What processes are in place to respond to Freedom of Information (FOI) requests?                                                                                                            | <i>Give details. Does the resulting contract/SLA specify that FOI requests should be reported to the Commissioners FOI Lead?</i>               |  |

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| 3. Data Protection Overview                                                                                                                                                                                                                                          | Completion Notes                                                                                                                                                                                                                                                                                                                                                                                      | Response |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <p>Name the data controller and list all organisations that will be processing data on behalf of the data controller.</p> <p>Provide details of the individual who will be considered to be the Information Asset Owner. (The person responsible for the system)</p> | <p><b>Data controller:</b> a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed.</p> <p><b>Data processor,</b> in relation to personal data, means any person (other than an employee of the data controller) who processes the data on behalf of the data controller.</p> |          |
| <p>Is the purpose of processing the personal data listed in the council's Notification to the Information Commissioner?</p>                                                                                                                                          | <p><i>It should cover all reasons within the project</i></p>                                                                                                                                                                                                                                                                                                                                          |          |
| <p>Does the privacy notice for the council or service sufficiently explain this use or need to be amended?</p>                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| <p>Is there a process for managing incidents relating to information breaches/losses and reporting those to the data controller?</p>                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| <p>Is any data processed outside of the UK? Either by the supplier/provider or by a contracted third party.</p>                                                                                                                                                      | <p>If, yes please confirm in which country the data will be processed.<br/>Does the contract include a clause to require any data processor to inform the data controller if data there will be changes to where the data will be processed?</p>                                                                                                                                                      |          |

|                                                                                                                 |                                                                                                                                                                                           |  |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Is there a process in place to ensure all involved officers have undertaken mandatory data protection training? | List the IG training requirements for staff (this may be role specific). Is IG training mandatory? Has/will the requirement to complete annual IG training been included in the contract? |  |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

| <b>4. Systems &amp; Security</b>                                                                                                              | <b>Completion Notes</b>                                               | <b>Response</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-----------------|
| Provide details of the individual who will be considered to be the Information Asset Owner.                                                   |                                                                       |                 |
| System(s) name<br>What is the system commonly known as?                                                                                       |                                                                       |                 |
| Who is the Supplier or Provider?<br>Give full contact details including address, telephone number and name of person responsible for support. |                                                                       |                 |
| What (if any) testing of the system will be required?                                                                                         |                                                                       |                 |
| Does the system have a reporting facility?                                                                                                    |                                                                       |                 |
| Can changes to records be tracked to identify who has made the change?                                                                        | Is there an active audit trail built into the electronic system used? |                 |
| Is the system able to produce a printout of all personal data to satisfy the subject access provision?                                        |                                                                       |                 |
| Does the system have the capability to delete or erase records should it be necessary?                                                        |                                                                       |                 |

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|                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                             |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Who will have access to the system and how will that access be controlled?                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                             |  |
| Will training on use of the system be provided and a list of trained personnel maintained?                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                             |  |
| <p>What information security <a href="#">controls</a> have been put in place?</p> <ul style="list-style-type: none"> <li>• Give details of the access controls to be in place for staff accessing personal data.</li> <li>• IT security controls</li> <li>• Training and awareness</li> </ul> | <p>Give details of access restrictions to building/areas/systems e.g. passwords/smartcards/ID cards etc. How will IT support be provided? Will this be provided from outside of the UK? Will any data be stored outside of the UK and/or EEA</p> <p>If so, provide details of the security arrangements</p> |  |
| Give details of the access controls to be in place for staff accessing PID. Include details of i.e. password controls, Smartcards etc.                                                                                                                                                        | Give details of access restrictions to building/areas/systems e.g. passwords/smartcards/ID cards etc. How will IT support be provided? Will this be provided from outside of the UK? If so, provide details of the security arrangements                                                                    |  |
| Give details of measures in place to protect data from accidental loss, destruction or damage?                                                                                                                                                                                                | Include business continuity plans, back-ups etc                                                                                                                                                                                                                                                             |  |
| <p>Will mobile devices be used? If so will they be encrypted?</p> <p><i>Give details of devices and security</i></p>                                                                                                                                                                          | Give details of devices and security                                                                                                                                                                                                                                                                        |  |

|                                                                                                                 |                                                                                                                                                                                                               |  |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Is person identifiable data encrypted within the system and on transfer? <b>(e.g. gcsx to gcsx on transfer)</b> | Give details of how data is transferred, whether it is encrypted and to what standard. Is government secure e-mail used to transmit electronically? (This information can be included on the data flow chart) |  |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

| 5. Data                                                                                                                                    | Completion Notes                                                                                                                                          | Response |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Will Anonymised/Pseudonymised/non personal data be used?                                                                                   | Have you considered the same results being achieved without identifiable data?                                                                            |          |
| Provide details of how the data will be collected, shared, used and deleted                                                                | A flow chart may assist in demonstrating data flows                                                                                                       |          |
| Provide a list of the datasets/types of Person Identifiable Data (PID) that the new system (IT or otherwise) will process.                 | e.g.<br>Name<br>Address<br>DoB<br>NHS Number<br>health data (give specific details)<br>Other (give details)<br>Format: electronic/paper/both              |          |
| Provide a list of all types of special category or sensitive personal data that will be collected. (i.e. ethnicity, religious beliefs etc) | Give details of any data that will be collected under the following headings:<br>sexual life<br>ethnic origin<br>medical information<br>religious beliefs |          |

|                                                                                                                                  |                                                                                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|--|
|                                                                                                                                  | political views<br>criminal convictions                                                                                      |  |
| How many data subjects will this affect?                                                                                         |                                                                                                                              |  |
| List the purpose(s) for handling/collecting person identifiable data?                                                            | Give specific purpose(s) that data will be used for. This information is required in order to ensure that we comply with DPA |  |
| Where and how will the data be stored?<br>Include details for electronic and paper                                               | E.g. Electronic data will be stored on server/pc/laptop etc<br>Paper files will be stored in ... at ....                     |  |
| How will this project impact on existing information assets?                                                                     |                                                                                                                              |  |
| How will data quality be assured?                                                                                                |                                                                                                                              |  |
| What processes will be in place for data validation?                                                                             | How and when will the data be verified? E.g. at each visit?                                                                  |  |
| Are national or locally defined data standards being used?                                                                       | What local policies or national guidelines will be followed?                                                                 |  |
| Where different systems are recording the same data, are processes in place to ensure there are no inconsistencies between them? | If not applicable (N/A) please mark as such                                                                                  |  |

| 6. Information Use and Sharing                                                                                             | Completion Notes                                                                                                                                                                                                                                                                 | Response |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Provide details of data that will be shared and received from any internal and external organisation(s)                    | <i>List all parties, amount of data to be shared and frequency (flow chart to map data flows is useful)</i>                                                                                                                                                                      |          |
| Please explain the overall objective of the information sharing                                                            |                                                                                                                                                                                                                                                                                  |          |
| Will an information sharing agreement be required?                                                                         | <i>The data sharing may be covered by an existing data sharing agreement. Contact the Governance team for advice/templates.</i>                                                                                                                                                  |          |
| On what basis are you undertaking the project?                                                                             | <i>Is there a statutory duty for the work?<br/>Is it in the public interest?<br/>Is it to deliver a contract between the council and the individual (s)<br/>Is it for health or social care?</i>                                                                                 |          |
| Does the sharing need consent to take place?<br><br>Consent means that we can only deliver the service if a person agrees. | <i>Give exact details of whether consent will be required and how it will be gained and recorded.<br/><br/>Give details of what information will be available, the format and where.<br/>Attach examples with this assessment<br/><br/>What happens if consent is withdrawn?</i> |          |
| Are individuals offered the opportunity to restrict the sharing or processing of all or some of their personal data?       |                                                                                                                                                                                                                                                                                  |          |

|                                                                                                                              |  |  |
|------------------------------------------------------------------------------------------------------------------------------|--|--|
| Will there be any consultation of affected individuals and if so how will you conduct this consultation? If not then why not |  |  |
| Are there any current public concerns that should be factored in?                                                            |  |  |

**7. Risks and Benefits**

What are the risks to the individual(s) and how will you mitigate these? Provide a list of risks and how you will manage these.

| <b>Issue/Risk (including source and possible impact of risk)</b> | <b>Solution/Mitigation</b> | <b>Expected Outcome</b> | <b>How will this be monitored/evaluated</b> |
|------------------------------------------------------------------|----------------------------|-------------------------|---------------------------------------------|
|                                                                  |                            |                         |                                             |
|                                                                  |                            |                         |                                             |
|                                                                  |                            |                         |                                             |
| <i>insert more rows if required</i>                              |                            |                         |                                             |

|                                                                                        | <b>Completion Notes</b>                                                                                                                                                                                                                            | <b>Response</b> |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| How will you limit the exposure of a data subject and limit the invasion into privacy? | Is the level of data being used and its sensitivity proportionate and necessary for the project?<br>Explain why you need to use the level of personal information for this project – detail why anonymised or pseudonymised data would not suffice |                 |
| What are the benefits to the individuals?                                              |                                                                                                                                                                                                                                                    |                 |
| Are there risks to the council associated which needs to be highlighted?               |                                                                                                                                                                                                                                                    |                 |
| What are the benefits to the council?                                                  |                                                                                                                                                                                                                                                    |                 |

| <b>8. Records Management</b>                                                | <b>Completion Notes</b> | <b>Response</b> |
|-----------------------------------------------------------------------------|-------------------------|-----------------|
| What processes are in place for managing retention and disposal of records? |                         |                 |

|                                                                                                                                          |                                                                                                                                                                                                                                                    |  |
|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| What processes are in place for managing retention and disposal of records?                                                              | Does the contract include requirements relating to records retention and disposal? What will happen to records at the end of the project/service? Has reference to handover of service user records to new provider been included in the contract? |  |
| What will happen to the personal data when it is no longer required?                                                                     |                                                                                                                                                                                                                                                    |  |
| Who will take responsibility for ensure disposal of data in accordance with national and local retention and disposal policy timescales? |                                                                                                                                                                                                                                                    |  |

## FOR INFORMATION GOVERNANCE USE ONLY

## Processing personal data

*Can we legitimise processing of personal data in accordance with the terms of data protection legislation? If yes - legitimate process (Please tick – at least one of the terms opposite MUST apply)*

|                  |  |
|------------------|--|
| Recorded consent |  |
|------------------|--|

|                                                                                                                                                                                                                       |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| Contract                                                                                                                                                                                                              |  |  |
| Compliance with a legal obligation                                                                                                                                                                                    |  |  |
| Vital interests                                                                                                                                                                                                       |  |  |
| Statutory duty/Justice/enactment                                                                                                                                                                                      |  |  |
| Legitimate interests (cannot be linked to our statutory duties)                                                                                                                                                       |  |  |
| <p>Sensitive personal data</p> <p><i>Can we legitimise processing of sensitive personal data in accordance with the terms of DP legislation? If yes – terms need to be satisfied (Please tick all that apply)</i></p> |  |  |
| Explicit consent of the data subject                                                                                                                                                                                  |  |  |
| Processing is necessary for                                                                                                                                                                                           |  |  |

|                                                                                                                                                    |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| carrying out obligations under employment, social security or social protection law, or a collective agreement                                     |  |  |
| To protect the vital interests of a data subject or another individual where the data subject is physically or legally incapable of giving consent |  |  |
| The person has already made the data public themselves                                                                                             |  |  |

|                                                                                                                                          |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <p>We need it for the establishment, exercise or defence of legal claims</p>                                                             |  |  |
| <p>It is in the substantial public interest as defined in the new Bill and includes a function required of the authority</p>             |  |  |
| <p>The purposes of preventative or occupational medicine, for assessing the working capacity of the employee, medical diagnosis, the</p> |  |  |

|                                                                                                                                                                                                       |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| provision of health or social care or treatment or management of health or social care systems and services                                                                                           |  |  |
| Public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of healthcare and of medicinal products or medical devices |  |  |
| Processing is necessary for                                                                                                                                                                           |  |  |

archiving purposes in the public interest, or scientific and historical research purposes or statistical purposes

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|   | Sections                                                                                                                                                                                                | Comments |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 | <b>Project Outline</b> - are the aims and outcomes clear                                                                                                                                                |          |
| 2 | <b>Organisational Level</b> – all relevant services/teams have been identified and informed                                                                                                             |          |
| 3 | <b>Data Protection</b><br>Identify any concerns as regards purpose, training, policies, privacy notices, location of data, training                                                                     |          |
| 4 | <b>Systems</b><br>Does the system have sufficient capability, controls, and security?<br>Does it enable rights to be met e.g. access<br>Is it a new asset?<br>Has a secure means of sharing been found? |          |
| 5 | <b>Data</b>                                                                                                                                                                                             |          |

|           |                                                                                                                                                                                                                                                                                                                                                        |  |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|           | <p>Is level of data appropriate? are the types set out?<br/>         Are data flows and processes described<br/>         Is purpose clear? Is data quality addressed? Are standards being used?</p>                                                                                                                                                    |  |
| <b>6</b>  | <p><b>Information Processing</b><br/>         Is an ISA needed?<br/>         Has the basis for processing been identified? Is consent required? Are subjects aware? Has a consultation been done</p>                                                                                                                                                   |  |
| <b>7</b>  | <p><b>Risks and Benefits</b><br/>         Have all risks been identified? Are risks sufficiently mitigated? What controls need to be introduced? Has a balance between the two been found? Is there a plan for monitoring? Does the ICO need to be consulted? Has the DPO agreed - if their advice has been overruled then detail by whom and why?</p> |  |
| <b>8</b>  | <p><b>Records Management</b><br/>         Are sufficient processes in place?</p>                                                                                                                                                                                                                                                                       |  |
|           |                                                                                                                                                                                                                                                                                                                                                        |  |
| <b>IG</b> | <p><b>Overall assessment</b><br/>         What needs to change? if anything</p>                                                                                                                                                                                                                                                                        |  |
|           |                                                                                                                                                                                                                                                                                                                                                        |  |

SIGN OFF

| <b>Sign off</b>           | Title                                                     | Signature | Date |
|---------------------------|-----------------------------------------------------------|-----------|------|
|                           | Project Owner                                             |           |      |
|                           | Head of Service/Senior Manager                            |           |      |
|                           | Compliance Manager (Governance)<br>or Information Manager |           |      |
|                           | Corporate Data Panel                                      |           |      |
|                           | SIRO/Data Protection Officer                              |           |      |
| <b>Comments from DPO</b>  |                                                           |           |      |
| <b>Date of review</b>     |                                                           |           |      |
|                           |                                                           |           |      |
| <b>Reviewing Officer:</b> |                                                           |           |      |

## **APPENDIX 3 DRAFT ISA TEMPLATE**



### **Cambridgeshire and Peterborough Information Sharing Framework**

#### **INFORMATION SHARING AGREEMENT**

**[INSERT PURPOSE]**

#### **CONTENTS PAGE**

**Summary sheet**

**Completion Notes**

**1. Introduction**

**2. Purpose and Lawful Basis for Sharing**

**3. Partners**

**4. Legislation which Supports Sharing**

**5. Process**

**6. Signatures**

**Appendix 1: Cambridgeshire Information Sharing Framework - Reference Documents**

## SUMMARY SHEET

|                                 |  |
|---------------------------------|--|
| <b>Title of agreement</b>       |  |
| <b>Agreement reference</b>      |  |
| <b>Date of agreement</b>        |  |
| <b>Review date of agreement</b> |  |
| <b>Agreement owner</b>          |  |
| <b>Agreement drawn up by</b>    |  |
| <b>Version</b>                  |  |

## COMPLETION NOTES

**You should refer to the Cambridgeshire Information Framework guide and template completion guidance for assistance.**

**You should ensure that you complete each section, where relevant, paying particular attention to the sections highlighted yellow for completion.**

## 1. INTRODUCTION

- 1.1 Sharing information and data are key elements of effective service delivery, improving services offered and ensuring our public tasks are delivered. Too often information is not shared effectively and efficiently due to a variety of reasons such as misunderstanding of legislation, concerns about privacy and data protection. This information sharing agreement enables regular information sharing to take place and ensure that the correct processes are in place.
- 1.2 This information sharing agreement has been drawn up under the umbrella of the [Cambridgeshire Information Sharing Framework](#), which sets out the core information sharing principles which have been agreed by its signatory organisations.
- 1.3 Please provide a summary description of the project or link to a business case as an appendix.

In order to deliver this it is necessary for partners to share appropriate and specific information.

## 2. PURPOSE & LAWFUL BASIS FOR SHARING

- 2.1 The purpose of this agreement is to enable information to be exchanged between the named organisations in support of the following objectives:
  - Objective
  - Objective
- 2.2 What are the benefits of this project to all stakeholders?
- 2.3 What are the limits? What is not covered? Are there any agreements in related areas that will operate in parallel?
- 2.4 Please provide the lawful basis for processing/sharing information. Y

You should identify one basis for the processing of personal data from the [six available](#) and if you are processing special categories of data then you should identify one basis for the processing from the [ten available](#).

You should also explain how those identified relate to the objectives.

2.5 Please reference any specific exemption such you are relying on such as management planning, prevention and detection of crime.

**If you are basing the information sharing on consent please detail on this in 5.3.**

### 3. PARTNERS

3.1 This agreement is between the partners listed below. One organisation must take on the role of lead organisation.

| Organisation                  | Named Director/Head of Service | Project lead | Data Protection Officer                                                                                                   |
|-------------------------------|--------------------------------|--------------|---------------------------------------------------------------------------------------------------------------------------|
| Peterborough City Council     |                                |              | Ben Stevenson<br><a href="mailto:ben.stevenson@peterborough.gov.uk">ben.stevenson@peterborough.gov.uk</a><br>01733 452387 |
| Cambridgeshire County Council |                                |              | Dan Horrex<br><a href="mailto:dan.horrex@cambridgeshire.gov.uk">dan.horrex@cambridgeshire.gov.uk</a><br>01223 728416      |
|                               |                                |              |                                                                                                                           |
|                               |                                |              |                                                                                                                           |

3.2 If a **new partner joins the agreement** or **partner leaves the agreement** then they must inform the lead organisation. The lead organisation will keep the definitive list of organisations who are signed up to the agreement. The lead organisation must inform existing partners of changes to the agreement.

## 4. LEGISLATION WHICH SUPPORTS SHARING

- 4.1 This information sharing is enabled by provision within the following legislation, **please add relevant section of the Act which provides a power or duty to share:**

***These are only examples please delete or add as appropriate***

- The EU General Data Protection Regulation 2016
- Data Protection Act 2018 e.g. Schedule 1, Part 2 (1)
- The Data Protection (Processing of Sensitive Personal Data) Order 2000/417
- The Crime and Disorder Act 1998 (section 115);
- Civil Contingencies Act 2000
- Local Government Act
- The Children Act 1989
- The Children Act 2004
- The Care Act 2014

Any information shared and the processes used to share such information will be compliant with the relevant Human Rights legislation.

- 4.2 The information sharing is being conducted with due regard to the following legislation and guidance:

- The General Data Protection Regulation
- Data Protection Act 2018
- The Human Rights Act 1998 (article 8);
- The Freedom of Information Act 2000
- Common Law Duty of Confidentiality
- Caldicott Principles
- Care Act 2014

## 5. PROCESS

- 5.1 This agreement has been formulated to facilitate the exchange of information between the signatories. It is, however, incumbent on all partners to recognise that any information shared must be justified on the

merits of the agreement. The balance, between an individual's rights and the need to disclose information, must be assessed to ensure the information shared between agencies is proportionate to the purpose. **Anyone in doubt should consult their Information Sharing Lead before proceeding.**

## 5.2 INFORMATION TO BE SHARED

5.2.1 Please identify in detail what data will be shared, you may wish to attach a schedule. This should identify:

***Types of data (personal only or personal data/special category data)***

***What data this is***

***What level of data is being used***

***Is this the least possible level of data***

***Whether it is pseudonymised data and who will have ability to re identify***

***Who the data relates to***

***Controller of data***

***System shared from***

***Where the data will be stored***

5.2.2 If there is a need to share additional information on a one-off-basis, the parties concerned should consider whether the sharing is necessary to the agreement and document their considerations/findings, including any additional consents sought (and if not sought, an explanation as to why) and append this agreement.

5.2.3 If additional information is required on a repeated basis over and above what is defined in this agreement, to enable the agreement to achieve its aims, the lead officers should agree an addition to the sharing agreement, ensuring that the new information meets the same legislative or consent basis as the original. This addition should be added to the agreement and all parties should sign up to it.

## 5.3 CONSENT [only include if appropriate]

5.3.1 How and when has consent been obtained/how will it be obtained?

5.3.2 How has the consent been recorded? Who holds the record of consent?

5.3.3 Arrangements for each partner and arrangements if consent for sharing is denied or withdrawn by an individual.

5.4 **RIGHT TO SHARE NON-PERSONAL INFORMATION [delete if not relevant]**

5.4.1 If appropriate detail when non-personal information e.g. financial or commercial data may be shared and why.

5.4.2 Please note here any restrictions on the sharing e.g. where it may be commercially sensitive or subject to legal privilege.

5.4.3 Please note here what will happen to this information at the end of the project

5.5 **RIGHT TO SHARE ANONYMISED INFORMATION [delete if not relevant]**

5.5.1 If appropriate set out when anonymised information may be shared and why

5.5.2 Please note here any restrictions on the sharing or usage of anonymised data

5.5.3 Please note here what will happen to this information at the end of the project

5.6 **DATA PROTECTION IMPACT ASSESSMENT (DPIA)**

5.6.1 Was a DPIA undertaken? If not then explain why not and attach a copy of the screening checklist. If a DPIA was undertaken then attach a copy

5.6.2 How will risks be kept under review?

5.6.3 Was any other risk assessment considered relevant? If so, details. What changed as a result?

5.7 **HOW WILL THE INFORMATION BE TRANSFERRED OR SHARED?**

5.7.1 The Cambridgeshire Information Sharing Framework provides details of the overall security standards required of participating organisations to manage the information they receive from other parties under this agreement. These must be respected by all signatories.

5.7.2 *Please provide details of how electronic information will be securely transferred between organisations e.g. system access, secure email, SFTP, secure file sharing e.g. Google Drive and who will be responsible for ensuring access is appropriately granted and removed..*

5.7.3 *Will any hard copy information be shared/transferred and how will this be done securely*

5.7.4 *There is a record made of each organisations decision on how to share information if it is different to the above point. This is to be recorded as follows:*

- Organisation 1 –approach.
- Organisation 2 –approach.
- 

5.7.5 *[Ensuring level of sensitivity is understood – protective marking. If different organisations have different standards, identify them here.] Before being shared, information should be protectively marked as follows:*

- [Mark 1]
- [Mark 2]

5.7.6 Information that is shared will be labelled with the name of its originator, so that obligations around withdrawal of consent, updating to maintain accurate records and reporting any breaches etc can be fulfilled.

## 5.8 ENSURING DATA QUALITY

5.8.1 Everyone sharing data under this agreement is responsible for the quality of the data they are sharing.

5.8.2 Before sharing data, officers will check that the information being shared is accurate and up to date to the best of their knowledge. If data is being shared which could harm the data subject if it was inaccurate, then particular care must be taken.

5.8.3 Where a 'dataset' is being shared (i.e. structured data), it will be accompanied by a table providing definitions of the data fields.

- 5.8.4 If personal data has been held for longer than [...time period...], an updated version must be obtained before [...action...]
- 5.8.5 Information shared should be complete (but not excessive), accurate and up-to-date to ensure all partners are assured that the information can be used for the purposes for which they require it. Organisations should also make any partners they share information with aware of their rules on data retention and whether these apply to the data being shared. Organisations should have a process for seeking assurance, where necessary, that personal information has been securely deleted/disposed of at the end of the retention period.
- 5.8.7 All service areas/organisations who are part of an information sharing agreement must update their partners within the information sharing agreement if they identify inaccurate information and vice versa.
- 5.8.8 All organisations must put in place plans in place to carry out regular quality assurance across all teams that share data as part of an information sharing agreement.
- 5.8.9 **DATA SUBJECT RIGHTS**
- 5.9.1 All partners must be aware and take appropriate action to ensure that a data subject rights are met. Any such requests are to be notified to the appropriate lead and Data Protection Officer.
- 5.9.2 The right to be informed. Partner should ensure that where appropriate a privacy notice detailing the processing of information being undertaken has been provided
- 5.9.3 The right of access. If any partner receives a request for access from a data subject which concerns data shared as part of this agreement, they will notify relevant partners and ensure that disclosure of any partners' information is agreed or the subject is referred to the appropriate partner.
- 5.9.4 The right of rectification. If any partner receives a request for rectification from a data subject pertaining to data shared with other partners as part of this agreement, they will notify relevant partners to ensure inaccuracies are rectified.

- 5.9.5 The right of erasure. If any partner receives a request for erasure from a data subject pertaining to data shared with other partners as part of this agreement, they will notify relevant partners to ensure decisions are made as appropriate to each organisation and the data.
- 5.9.6 The right to restriction. If any partner receives a request for restriction from a data subject pertaining to data shared with other partners as part of this agreement, they will notify relevant partners to ensure decisions are made as appropriate to each organisation and the data.
- 5.9.7 The right to objection. If any partner receives a request to object from a data subject pertaining to data shared with other partners as part of this agreement, they will notify relevant partners to ensure decisions are made as appropriate to each organisation and the data.
- 5.9.8 The right to data portability. If any partner receives a request for data from a data subject which concerns data shared as part of this agreement, they will notify relevant partners and ensure that disclosure of any partners' information is agreed or the subject is referred to the appropriate partner.
- 5.9.9 The right related to automated decision making or profiling. If any partner receives a request for under this right from a data subject which concerns data shared as part of this agreement, they will notify relevant partners to ensure compliance.

#### 5.10 **INFORMATION USE, REVIEW, RETENTION AND DELETION**

- 5.10.1 Partners to this agreement undertake that information shared under the agreement will only be used for the specific purpose for which it was shared, in line with this agreement. It must not be shared for any other purpose outside of this agreement.
- 5.10.2 Only employees of partners who have a clear business need to access information shared will be provided with access.
- 5.10.3 In each case, the originating organisation remains the primary information owner and record keeper for the information that is shared. Where information is edited by the receiver, they must make it clear this is an altered copy.

5.10.4 Retention period – different subsets of information may need to be kept for different lengths of time. If this is the case, draw up a table. If you have an Appendix of information to be shared, add the retention periods to this for ease of reference. The retention period for the information shared is **xxxx** from the date of **xxxx**.

5.10.5 [Destruction – cover paper and electronic files if appropriate.] The following destruction process will be used when the information is no longer required:

- [paper]
- [electronic]

5.10.6 The recipient will not release the information to any third party without obtaining the express written authority of the partner who provided the information. If any partners have business support or project management provided under contract, other partners should be notified and reference made in the business case for this.

5.10.7 If a partner leaves the agreement, decisions must be taken and followed through on what happens to :

- The information that has already been shared with the signatories by the departing organisation.
- The information that has already been shared with the departing organisation by the other signatories.

## 5.11 ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

5.11.1 All partners to this agreement have appointed SPOCs and Data Protection Officers for this agreement as named in Section 3.

5.11.2 These will be the first port of call for questions about the agreement. If there is a problem such as a potential information security breach, relevant SPOCs and DPO must be contacted.

5.11.3 It is the responsibility of everyone sharing information and accessing and using the information that has been shared to take appropriate decisions, then hold the information securely, in accordance with the standards set out in the overall Framework and this agreement. Any person who is not sure of the requirements on them should read the Framework and this Agreement, then, if necessary, contact their SPOC.

## 5.11 REVIEW OF THE INFORMATION SHARING AGREEMENT

5.11.1 This Information Sharing Agreement will be reviewed **xxxx** months after its launch and **xxxx** thereafter. The organisation responsible for initiating this process is: **xxxx**.

5.11.2 If a significant change takes place which means that the agreement becomes an unreliable reference point, then the agreement will be updated as needed and a new version circulated to replace the old.

5.11.3 If the lead person departs their role, an alternative lead must be nominated as soon as possible.

## 5.12 INDEMNITY

5.12.1 Partners as receivers of information covered under this Agreement will accept total liability for a breach of this Information Sharing Agreement should legal proceedings be served in relation to the breach.

## 5.13 BREACHES

5.13.1 If a breach of data occurs then all SPOCs and DPOs from each partner need to be made aware and the lead organisation needs to lead the investigation. The lead organisation must decide Information Commissioner needs to be made aware.

## 6. SIGNATURES

6.1 By signing this agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself are sufficient to meet the purpose of this agreement.

6.2 Signatories accept responsibility for ensuring that staff are aware of their responsibilities under data protection.

6.3 Signatories must also ensure that they comply with all relevant legislation and with the provisions set out in the **Cambridgeshire Information Sharing Framework**.

Signed on behalf of **Peterborough City Council**:

|           |  |
|-----------|--|
| Title:    |  |
| Position: |  |
| Date      |  |
| Signature |  |

Signed on behalf of **Cambridgeshire County Council**:

|           |  |
|-----------|--|
| Title:    |  |
| Position: |  |
| Date      |  |
| Signature |  |

Appendix 1: Cambridgeshire Information Sharing Framework - Reference Documents

| Cambs Information Sharing...                                                           | Purpose                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• <a href="#">Framework</a></li> </ul>          | <p>The umbrella agreement signed up to by the leaders of participating organisations. Sets out the standards that participating organisations will adhere to when sharing information.</p>                                                      |
| <ul style="list-style-type: none"> <li>• <a href="#">Guidance</a></li> </ul>           | <p>Advice on how to identify when an activity is information sharing, and guidance on how the Framework can help with those activities. Good practice.</p>                                                                                      |
| <ul style="list-style-type: none"> <li>• <a href="#">Agreement Template</a></li> </ul> | <p>Template for information sharing agreements under the umbrella of the wider Cambridgeshire Information Sharing Framework. Setting the parameters for specific information sharing activities between particular groups of organisations.</p> |
| <ul style="list-style-type: none"> <li>• <a href="#">Contacts</a></li> </ul>           | <p>The lead information sharing officers in each participating organisation. Available to advise on the application of the framework and on information sharing more generally.</p>                                                             |
| <ul style="list-style-type: none"> <li>• <a href="#">Charter</a></li> </ul>            | <p>A leaflet informing the public about Cambridgeshire's Information Sharing Framework and the benefits to them.</p>                                                                                                                            |

## **SCHEDULE 7 - TECHNOLOGY SHARING PROTOCOL**

1. Both Councils must benefit in each business case.
2. There must be a commencement (starting date) for each Service from which these principles will apply.
3. There must be as part of the business case an fully costed IT systems plan including:
  - a. A single agreed version of the IT systems at pre-commencement work (i.e. appropriate base-lining) for the existing services - however they are presently delivered.
  - b. A single agreed version of the IT systems at the "end" point of Conversion - including Business Process Changes required to deliver the "optimum" solution.
  - c. A full migration plan and associated actions to get from 3(a) to 3(b).
  - d. This will include hardware and software and connectivity requirements.
4. There must be as part of the business case an expected IT support plan for the IT solution including an agreed:
  - a. Priority incident resolution plan;
  - b. IT support arrangements;
  - c. Helpdesk arrangements.
5. The IT protocol will link in, via the business plan to:
  - a. On-boarding / Migration - the business case must include an appropriate On boarding / Migration plan for the Service, including all IT systems;
  - b. Intellectual Property Rights Allocation;
6. The Councils will ensure that the Information Sharing Protocol is referenced in the business case and as appropriate:
  - a. The Finance Protocol via the business case;
  - b. The HR Protocol via the business case;
  - c. Annual Review/Variations;
7. Systems support and associated priority resolution will be reviewed on an annual basis.
8. Variations to Services will be delivered by agreed Change Request Mechanism with associated business case setting out additional/reduced costs/savings/liabilities.
9. The Councils shall agree and sign a memorandum of understanding for reference to the sharing of technology in the form set out in appendix A of this schedule.



## Appendix A - MOU

## **SCHEDULE 8 - GOVERNANCE ARRANGEMENTS**

### **1.0 PURPOSE OF THIS TERMS OF REFERENCE**

This Terms of Reference (ToR) sets out where decisions about the Shared and Integrated Services (Shared Services) Programme will be made, accountability, the roles and responsibilities and how the work is being managed.

### **2.0 GOVERNANCE AND ACCOUNTABILITY**

See appended Governance chart for membership

#### **2.1 Political Governance**

In CCC, the Communities and Partnerships (C&P) Committee is the overarching governing body for the Programme. In PCC the overarching governing body is the Leader and Cabinet. Together they will monitor progress and ensure that the work under this programme supports outcomes for communities and positively contributes to the way the system works across a range of partnerships. The Programme Board will work with Members in two ways:

- Update/monitoring reports through the Committee and Cabinet meetings a minimum of three times a year
- Joint cross party Member / Officer Workshop sessions (up to three per year) to discuss opportunities and look at some of the bigger strategic issues. Five cross party Members from each Council to be officially nominated. The Leaders of both Parties will approve the membership in consultation with Group Leaders in both Parties.

Whilst the Programme Board are responsible for approving services for joint working arrangements, where individual project business cases determine that a political key decision is required, the Programme Board will make a recommendation for approval as appropriate to the relevant Policy and Service Committee for CCC and Cabinet for PCC.

In addition to approving Transformation fund requests, plans for any new savings released from the Programme for CCC will be recommended first to the Programme Board, appropriate Committee and then be recommended to GPC as part of the Business Planning process. In PCC new savings will be agreed at CMT and Group Leaders and included in the rolling budget programme.

Regular updates on the programme's progress will be shared with all CCC and PCC Members via their own existing dedicated news updates.

#### **2.2 Shared Service Programme Board**

The existing joint meeting between the Strategic Management Team (for Cambridgeshire) and Corporate Management Team (for Peterborough) will act in the capacity of the Programme Board. The Board will be accountable to the Political governance across the two Parties. The purpose of the Shared Services Programme Board is to provide the strategic leadership, oversight, challenge and timely decision making to enable the successful design and delivery of the programme. Specifically they will:

- agree the scope of the Programme and approve any changes;
- approve any additional resources required to enable the delivery of the programme as advised by the Executive Steering Group;
- determine the Political governance and identify what needs to be referred and where for political decision making and agree key communication message to Members across the two Parties;
- facilitate political support, leadership and advocacy;
- approve and oversee the delivery (by exception) of implementation plans, key milestones and benefits;
- manage and resolve strategic and policy issues and risks;
- have oversight and ownership of the financial implications (savings and transformation funds to enable delivery) and directly intervene when the savings identified in the Shared Services tracker are at risk; and
- as a result of direct interdependencies, approve any deviations in terms of time, quality or cost.

### 2.3 Shared Services Core Group

The purpose of this group will have an overarching role to ensure that the overall benefits of the programme can be achieved and that staff, members and the general public across both Cambridgeshire and Peterborough are sufficiently engaged/communicated with. This group will also be responsible for ensuring that this programme supports outcomes for communities and positively contributes to the way the system works across a range of partnerships. Specifically they will:

- oversee and monitor the financial and non-financial benefits of the programme and its associated projects and escalate risks to the Programme Board
- monitor by exception the progress of the programme and its associated projects and associated risks and identify areas of escalation to the Programme Board
- ensure that the governance is adhered to
- develop and agree monthly key communication messages to relevant stakeholders across the two authorities as guided by the Head of Communications and Engagement

### 2.4 Shared Services Business Case Development Virtual Group

The purpose of this virtual group is to ensure that the HR, Finance, ICT and Legal implications are fully considered and all opportunities are fully exploited in the project business cases. They will approve the business cases on Verto before they are presented to the Programme Board for final approval. Specifically they will:

- ensure that the HR, Finance, ICT, Legal and Political implications across the programme are co-ordinated and managed and act as a key sounding board and challenge group ahead of the Programme Board;
- identify cross cutting issues and opportunities, unblock significant barriers to progress and determine items to be escalated to the Programme Board;
- identify additional pieces of work and financial and non-financial benefits, determine whether they are in scope of the programme and make subsequent recommendations to the Programme Board;

- identify and manage the interdependencies and make recommendations to the Programme Board where this impacts on time, quality or cost;
- ensure that there is sufficient engagement with key stakeholders such as staff, Members, Unions and partners; and
- identify the skills/knowledge that is needed to deliver specific elements of the programme and it's constitute projects to the Programme SRO to commission via the approval of the Programme Board.

### 3.0 ROLES AND RESPONSIBILITIES

See appended Governance Chart for details.

#### 3.1 Senior Responsible Owner (SRO)

The SRO is the visible **owner** of the overall business change for the programme, accountable for successful delivery and is recognised throughout the organisation as the key leadership figure in driving the change forward. As owner of the business change the SRO is the chair of the Executive Steering Group. Specifically they will:

- own the programme business case / mandate;
- agree the programme governance to include areas of accountability and roles / responsibilities;
- ensure agreement amongst stakeholders as to what the objectives and benefits are and obtain commitment for delivery;
- with the support of the Executive Steering Group, monitor the programme to ensure it meets the objectives and the financial and non-financial benefits are delivered, taking appropriate action where necessary to ensure their successful delivery;
- ensure the programme or project is subject to review at appropriate stages;
- ensure that the aims of the planned change continue to be aligned with the direction of the business and establish a firm basis for the programme during its initiation and definition; and
- secure the necessary investment for the business change.

#### 3.2 Programme Manager

The Programme Manager is accountable to the Programme SRO. They are responsible for the management of the programme through effective coordination of projects. The Programme Manager will ensure overall integrity and coherence of the programme, and its environment.

Specifically they will:

- facilitate the definition of programme, and seeking approval of the key programme decisions;
- undertake programme planning under the direction of the SRO;
- define the functions, responsibilities and processes for setting up, delivering and controlling the delivery of the programme;
- manage risks, monitor progress, resolve issues and initiate corrective action as appropriate;

- ensure that the projects are set up to succeed in achieving its objectives, and that suitable controls are put in place to manage inter-dependency between them so that they remain compatible with each other;
- provide advice and support to project managers, when it is required;
- provide regular progress reporting on the programme, highlighting any issues that will require management intervention using standard programme performance status; and
- Develop and maintain the overall Programme Plan and work with the Finance leads to ensure the Financial Tracker is coherent with this.

### 3.3 Project Sponsor

The project sponsor has overall accountability for the project. He or she is primarily concerned with ensuring that the project delivers the agreed upon business benefits. They will be responsible for initiating, ensuring, approving, and establishing a series of key aspects in relation to the project, which can be summed up under categories of vision, governance, and value/benefits realisation.

The Project Sponsor has responsibility for providing clear leadership and direction for their project.

Specifically they will:

- have delegated responsibility and accountability from the Senior Responsible Owner to design, lead and drive the project and make decisions on a day to day basis;
- take accountability for securing approval for key decisions from the Executive Steering Group and/or Programme Board as appropriate;
- be accountable for the savings aligned to their project and escalate any risks associated with the savings tracker to the Shared Services Executive Steering Group;
- recommend the appropriate level of governance and secures the investment and resources required to deliver the project via the Senior Responsible Owner and Executive Steering Group;
- report progress by exception for their project to the Shared Service Executive Steering Group;
- maintain the alignment between the project and the overall programme objectives and benefits;
- be solutions focussed and aim to resolve any significant issues that may impact on delivery;
- identify and raise any critical issues or risks and escalate to the Senior Responsible Owner/Executive Steering Group as appropriate;
- take ownership for managing the interdependencies, issue resolution and risk mitigation; and
- keep key stakeholders abreast of progress.

### 3.4 Project Manager

The Project Manager within the Shared Services Programme is responsible for working with the Senior Responsible Owner and the Project Sponsors to develop the business cases on Verto. They will work with them to define the resource requirements for implementation. The Project Manager within the programme is a resource to help define the programme and will not be responsible for the oversight and control of the implementation post approval of the business case. It is anticipated that some of the resource requirements will be met by CCC's Transformation Team or the Programme Management Office in PCC.

The Project Manager will work closely with the Programme Manager to ensure that the project and its associated projects meet the intended programme benefits and principles and that interdependencies are flagged and assessed in terms of the overall impact on the programme time, quality or cost.

## 4.0 PROGRAMME ORGANISATION & SCOPE

See Appendix A for details on programme organisation, governance and scope.

## 5.0 FREQUENCY OF MEETINGS

**The Partnerships and Community Committee and the Leader/Cabinet at PCC** will receive quarterly update reports. The Committee will receive a programme plan summary report that will be prepared by the Programme Manager on behalf of the SRO for their approval.

**The Shared Services Programme Board** will meet in its official capacity as part of the joint SMT/CMT meetings which are held on the last SMT meeting of the month. The Board will receive a Programme status report which will be prepared by the Programme Manager on behalf of the SRO for their approval.

**The Shared Services Core Group** will meet on a monthly basis. The group will maintain oversight of the shared services tracker and the delivery of the programme plan.

## 6.0 SYSTEMS - PROGRAMME AND PROJECT DEFINITION – CONTROLS

### 6.1 Systems

#### 6.1.1 Verto

Both PCC and CCC use 'Verto' which is a cloud based work collaboration and programme management system. It has been agreed by the Executive Steering Group that Verto will be used to define and manage the programme and its constitute projects.

Both PCC and CCC have configured the Verto systems differently to meet their organisational requirements. The Shared Services Programme will be set up on CCC's instance of Verto and PCC colleagues will be granted access through the user admin functionality. This will give immediate access to enable the setup of the programme,

transparency about the scope of the programme and enable effective monitoring. There will still be the requirement at PCC for the items to be on the PCC version of Verto to give a single view of all PCC savings item.

### 6.1.2 Huddle

Huddle is a cloud-based document collaboration system. This system will be used to store and share key documents within the programme. Members of the Programme Board, Executive Steering Group and the Programme Team have been granted access to this. Terms of use will be developed by the Programme Manager.

## 6.2 Programme and Project Definition

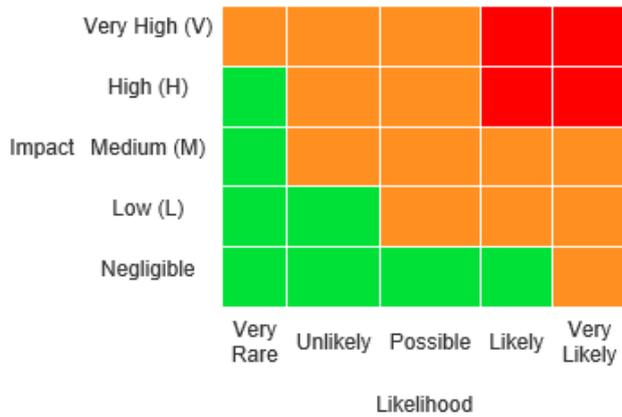
The programme and the projects will be defined using the Verto System. This will result in a business case being produced for each of the project areas. The level of detail recorded will be appropriate to the scale of the project. This will encompass the following key areas:

- Project Overview
- Project Approach
- Project Members
- Resource Requirements
- Communication
- Scope / Interdependencies
- Cost and Savings
- Benefits
- Tasks and Milestones
- Risks
- Issues
- Project Impact (on the protected characteristics – Community Impact Assessment)
- Delivery Options
- Consultants and Procurement

## 6.3 Controls

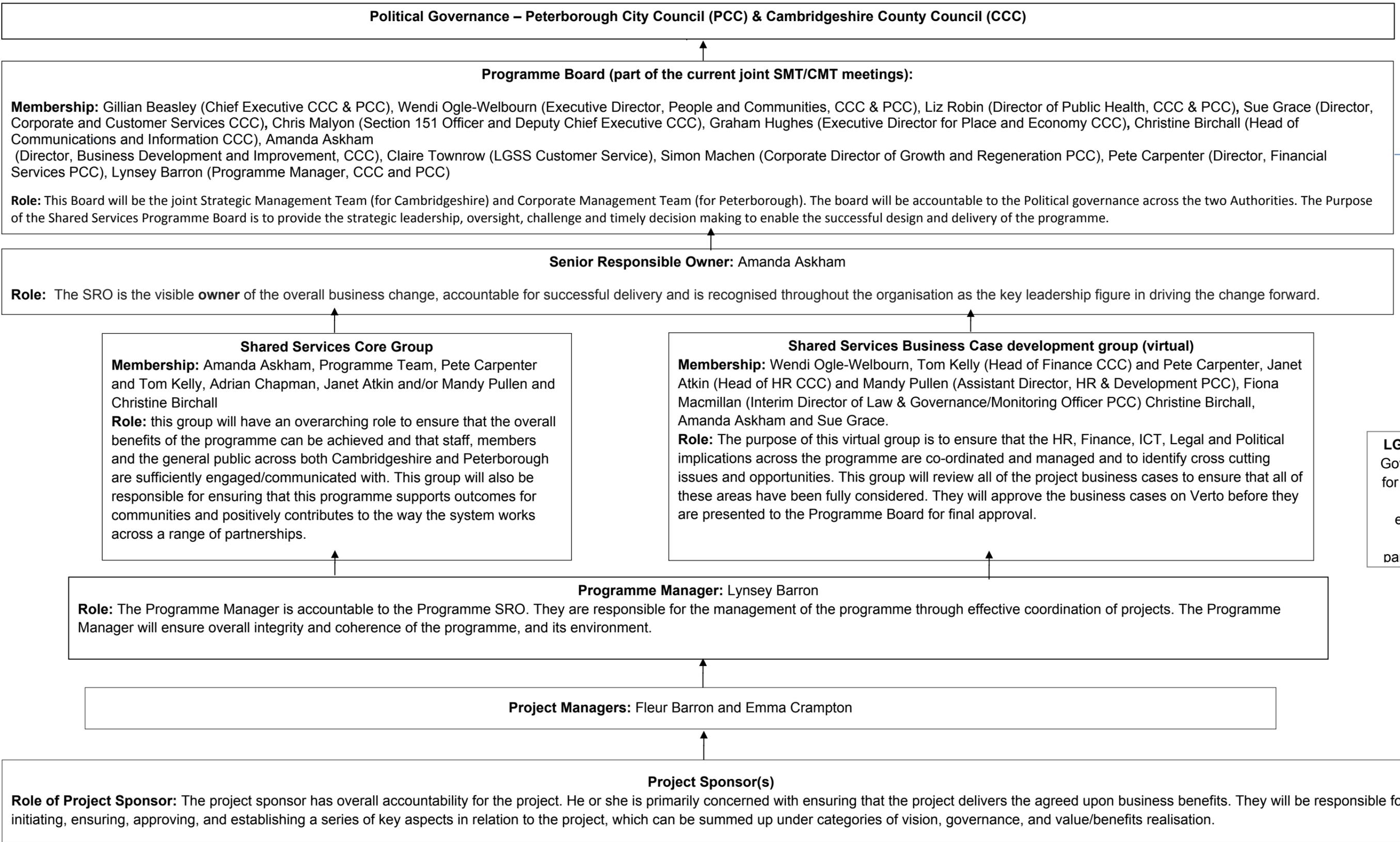
The following controls will be in place to effectively manage and monitor the programme / projects:

- **Risk log** – there will be one risk log for the whole programme which can be filtered down to programme or project level. The risks will be recorded in Verto and will use the following criteria. All risks will have an owner who will recommended the likelihood and impact ratings along with determining the appropriate mitigation. Only those risks in the top right quartile will be discussed at the Programme Board. The Executive Steering Group will maintain oversight of the whole risk log.



- **Issues log** – Each project will have its own issues log contained within Verto. Issues that cannot be resolved at this level can be escalated to the Executive Steering Group and then up to the Programme Board if required.
- **Plans**
  - Programme level - the programme will have a high level plan that will encompass the high level milestones of each of the projects and delivery dates. The programme manager will maintain this in Verto.
  - Project level – post approval of business cases, the Verto system can be used as a tool to define the implementation plans.
  - Financial Tracker – a tracker has been produced to identify and track the delivery of the savings. This will be maintained by the Finance project sponsors and will be monitored by both the Executive Steering Group and the Programme Board by exception.
- **Reporting** – The Verto system will be the single version of truth of the status of the programme and its projects (for PCC, savings from the SS programme will need to be on the PCC version of Verto). It is envisaged that this system will be used to draw down information that is pertinent to different stakeholders i.e. Members, Programme Board, Executive Steering Group, Project Teams etc. Until the system is fully developed with the programme and project information, separate status/ highlight reports will continue to be used as a way to communicate key information about the status of the programme / projects.

**Appendix A: Programme Organisation and Governance**



**LGSS JCC**  
Governance for changes to the existing LGSS partnership

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**Shared Services Projects**

|                                                                                   |                                                                                 |                                                                           |                                                                                       |                                                                            |                                                                        |                                                                                 |                                                                                 |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <b>Project: Financial Services</b><br>Project Sponsor/s: Pete Carpenter/Tom Kelly | <b>Project: Human Resources</b><br>Project Sponsor/s: Janet Atkins/Mandy Pullen | <b>Project: Legal and Governance</b><br>Project Sponsor/s: Fiona McMillan | <b>Project: Marketing and Communications</b><br>Project Sponsor/s: Christine Birchall | <b>Project: Business Support</b><br>Project Sponsor/s: Wendi Ogle-Welbourn | <b>Project: Transformation/PMO</b><br>Project Sponsor/s: Amanda Askham | <b>Project: Customer Service</b><br>Project Sponsor/s: Sue Grace/Pete Carpenter | <b>Project: Digital Platform</b><br>Project Sponsor/s: Sue Grace/Pete Carpenter |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------|

|                                                                                           |                                                                               |                                                                                      |                                                                                     |                                                                           |                                                                            |                                                                              |                                                                                         |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <b>Project: Business Transactions</b><br>Project Sponsor/s: Claire Townrow/Pete Carpenter | <b>Project: IT and Digital</b><br>Project Sponsor/s: Sue Grace/Pete Carpenter | <b>Project: Business Intelligence</b><br>Project Sponsor/s: Sue Grace/Adrian Chapman | <b>Project: Property and Assets</b><br>Project Sponsor/s: Chris Malyon/Simon Machen | <b>Project: Highways</b><br>Project Sponsor/s: Graham Hughes/Simon Machen | <b>Project: Transport</b><br>Project Sponsor/s: Graham Hughes/Simon Machen | <b>Project: Libraries</b><br>Project Sponsor/s: Christine May/Adrian Chapman | <b>Project: Historic Environment</b><br>Project Sponsor/s: Sass Pledger / Annette Joyce |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|

|                                                                                              |                                                                                           |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>Project: Floods and Water/Drainage</b><br>Project Sponsor/s: Sass Pledger / Annette Joyce | <b>Project: Energy Shared Strategy</b><br>Project Sponsor/s: Sass Pledger / Annette Joyce |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|

As per the Peterborough and Cambridgeshire Programme Scope Criteria the following projects are out of scope. This work will be managed in operations and savings will be monitored through the business planning processes in each Council but the holistic view of the shared/integrated benefits will be articulated at programme level. These currently include:

- P&C Service Operating Models – Adults, Children, Community & Safety, Education, Commissioning
- P&C Review of Capacity & Capability - Reducing Cost to serve
- P&C Review of Capacity & Capability - Economies of Scale Process Review
- P&C Review of Capacity & Capability Demand Management
- Adult skills

## **SCHEDULE 9 - SOVEREIGNTY GUARANTEE**

Cambridgeshire County and Peterborough City Council are committed to continuing to represent the needs, priorities and ambitions of local people in their neighbourhoods.

They are exploring reducing costs by working together. They are also keen to take new devolved responsibilities from Government and manage these together, where this makes sense.

Commissioning or delivering services together is not designed to change how residents experience services. It is about how to get things done more efficiently.

To safeguard local autonomy the Councils confirm:

1. Local residents will continue to elect the same number of councillors to each Council.
2. Each Council will retain its own constitution, setting out how it makes decisions, organises scrutiny and delegates authority.
3. Each Council will continue to set its own council tax and publish its own budget and accounts.
4. Each Council will continue to be able to set out its own spending priorities.
5. No Council can be 'out-voted' by the other Council in a way which requires that Council to adopt a policy, accept a cost or change a priority that its decision makers are not willing to support.
6. There will be no change in the name of either Council.
7. The costs of changes and the benefits achieved from change will be fairly attributed and shared to the satisfaction of both Councils based on the financial protocol agreements in schedule 5, if necessary using mediation.
8. Neither Council will be obliged to break an existing contract.
9. The boundaries of the areas for which each Council is responsible will not change. Each Council will continue to speak up for its own residents, even where there is an apparent conflict of interest.
10. Each Council will be able to set its own policy for how services are delivered, but will commit to joint policy design for any work in the Shared Service Programme.
11. The Councils will commission services from contractors, voluntary bodies and others together, but can also decide to commission, or grant aid, on their own.
12. Nothing in these proposals is intended to stop Councils developing local ideas about how to support their local communities.
13. A commitment to shared learning, innovation and value for money.
14. The Councils will share what works in service delivery and encourage their neighbours to learn from successful innovation.
15. The Councils will adopt common specifications where these are compatible with each Council's policy objectives and budget preferences and where these are likely to give best value to taxpayers.

16. The Councils commit to a continuing process of exploring how working together might lower costs; be a better platform for developed responsibilities from Government; and/or improve the quality of service delivery.
17. The Councils will commit to exploring how by working together, councillors can enhance the ways in which their Councils deliver their responsibilities.
18. The Councils will expect to keep these arrangements under review, in order to ensure they remain fit for purpose.
19. Any of the arrangements that constitute agreements between the Councils can be ended on notice, though any Council withdrawing will be responsible for its own consequent costs. Any joint external contracts will be covered by the same legal considerations as now.
20. Where shared services arrangements are brought to an end then the notice period will be twelve months, unless a shorter period is expressly agreed by the other parties and the costs arising from termination will be fairly shared between the Councils in a pre-agreed manner.

SIGNATURE CLAUSES?

|                          |                          |
|--------------------------|--------------------------|
| <b>CABINET</b>           | <b>AGENDA ITEM No. 9</b> |
| <b>24 SEPTEMBER 2018</b> | <b>PUBLIC REPORT</b>     |

|                                |                                                         |             |  |
|--------------------------------|---------------------------------------------------------|-------------|--|
| Report of:                     | Acting Director of Corporate Resources                  |             |  |
| Cabinet Member(s) responsible: | Cllr David Seaton, Cabinet Member for Resources         |             |  |
| Contact Officer(s):            | Peter Carpenter, Acting Director of Corporate Resources | Tel. 452520 |  |
|                                | Kirsty Nutton, Head of Corporate Finance                | Tel. 384590 |  |

## **BUDGET CONTROL REPORT JULY 2018**

| R E C O M M E N D A T I O N S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>FROM:</b> <i>Acting Corporate Director Resources</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Deadline date:</b> <i>N/A</i> |
| <p>It is recommended that Cabinet notes:</p> <ol style="list-style-type: none"> <li>1. The Revenue Budgetary Control position for 2018/19 at July 2018 includes a £5.982m overspend position on the revenue budget.</li> <li>2. The key variance analysis and explanations are contained in Appendix A.</li> <li>3. The estimated reserves position for 2018/19 is outlined in Appendix B.</li> <li>4. In year budget risks are highlighted in Appendix C.</li> <li>5. The Asset Investment and Treasury Budget Report is contained in Appendix D.</li> </ol> |                                  |

### **1. ORIGIN OF REPORT**

- 1.1 This report is submitted to Cabinet following discussion by the Corporate Management Team (CMT).

### **2. PURPOSE AND REASON FOR REPORT**

- 2.1 This report provides Cabinet an update of the July 2018 Budgetary Control position.
- 2.2 This report is for Cabinet to consider under its Terms of Reference:  
 No. 3.2.1 'To take collective responsibility for the delivery of all strategic Executive functions within the Council's Major Policy and Budget Framework and lead the Council's overall improvement programmes to deliver excellent services' and  
 No. 3.2.5 'To review and recommend to Council changes to the Council's Constitution, protocols and procedure rules'.

### **3. TIMESCALES**

|                                             |           |                                  |            |
|---------------------------------------------|-----------|----------------------------------|------------|
| Is this a Major Policy Item/Statutory Plan? | <b>NO</b> | If yes, date for Cabinet meeting | <b>N/A</b> |
|---------------------------------------------|-----------|----------------------------------|------------|

#### 4. JULY 2018 BUDGETARY CONTROL - REVENUE

4.1 The revenue budget for 2018/19, agreed at Full Council on 7 March 2018, was approved at £147.456m.

|                                     | £m      |
|-------------------------------------|---------|
| Approved Budget 2018/19             | 147.456 |
| Use of reserves per MTF5            | 4.231   |
| Revised Budget 2018/19              | 151.687 |
| Drawdown of reserves during 2018/19 | 0.945   |
| Revised Budget 2018/19              | 152.632 |

The 2018/19 year-end outturn position, is currently forecast to be £5.982m over spent. This is based on reported departmental information as at the end of July 2018.

This has increased by £1.068m (22%) in comparison to a £4.904m overspend position forecast at the end May 2018, which was reported to Cabinet on 23 July 2018. This forecast overspend position has increased largely due to the realisation of undeliverable savings targets in relation to the Peterborough Serco Strategic Partnership (PSSP) service area. These saving targets were set in the last MTF5, and some were built in to the MTF5 in prior years.

CMT are putting plans in place to manage expenditure council wide and try to mitigate the budget pressures identified.

The biggest financial pressure the council is facing continues to come from children's social care. This pressure isn't isolated to Peterborough and is being reported by local authorities across the country, the BBC, the Local Government Association (LGA) and other Local government advisors. A recent article published by the BBC highlighted that there are currently 72,600 children across England in care, in comparison to 64,000 in 2010 and after analysing children's social care spend noted that council spent £640m more than what they had budgeted to in 2016/17.

As outlined in the Permanency Service Cabinet report (23 July 2018), the Council is facing a pressure of £3.9m in the current financial year, with pressure of £3.2m 2019/20 and £2.7m in 2020/21 forecast. This reduction in forecast pressure is anticipated following the recruitment of additional in house foster carers each year to reduce reliance on independence fostering agency placements. These financial pressures will be factored into Tranche Two of the Medium Term Financial Strategy 2019/20-2021/22.

The financial negotiations with Amey have now concluded regarding the costs of extending the contract to 1 February 2019. The additional estimated costs to the 1 February 2019 is £0.810m, these are included within the forecast position outlined in this report.

The summary budgetary control position is outlined in the following table:

| Directorate                      | Budget 2018/19 | Cont. from reserves | Revised Budget 2018/19 | Forecast Spend 2018/19 | Cont. to reserves | Forecast Variance 2018/19 | Forecast Variance 2018/19 | Previous Period Variance | Movement     |
|----------------------------------|----------------|---------------------|------------------------|------------------------|-------------------|---------------------------|---------------------------|--------------------------|--------------|
|                                  | £000           | £000                | £000                   | £000                   | £000              | £000                      | %                         | £000                     | £000         |
| Chief Executives                 | 1,585          | 55                  | 1,640                  | 1,616                  | 0                 | (24)                      | -1%                       | 0                        | (24)         |
| Governance                       | 4,660          | 75                  | 4,735                  | 4,989                  | 0                 | 254                       | 5%                        | (71)                     | 325          |
| Growth & Regeneration            | 23,826         | 366                 | 24,192                 | 25,197                 | 0                 | 1,005                     | 4%                        | 549                      | 456          |
| People & Communities             | 84,475         | 250                 | 84,725                 | 88,788                 | 0                 | 4,063                     | 5%                        | 4,059                    | 4            |
| Public Health                    | (126)          | 198                 | 72                     | 72                     | 0                 | 0                         | 0%                        | 0                        | 0            |
| Resources                        | 37,268         | 0                   | 37,268                 | 38,001                 | 0                 | 733                       | 2%                        | 367                      | 366          |
| <b>Total Expenditure</b>         | <b>151,687</b> | <b>945</b>          | <b>152,632</b>         | <b>158,663</b>         | <b>0</b>          | <b>6,031</b>              | <b>4%</b>                 | <b>4,904</b>             | <b>1,127</b> |
| Financing                        | (151,687)      | (945)               | (152,632)              | (152,681)              | 0                 | (49)                      | 0                         | 0                        | (49)         |
| Contribution to Capacity reserve | 0              | 0                   | 0                      | 0                      | 0                 | 0                         | 0%                        | 0                        | 0            |
| <b>Net</b>                       | <b>0</b>       | <b>0</b>            | <b>0</b>               | <b>5,982</b>           | <b>0</b>          | <b>5,982</b>              | <b>22%</b>                | <b>4,904</b>             | <b>1,078</b> |

4.9 Further information is provided in the following appendices:

- Appendix A – Detailed revenue budgetary control position and explanation of key variances and risks
- Appendix B – Reserves position
- Appendix C – Budget risk register
- Appendix D - Asset Investment and Treasury Budget Report

## 10. BACKGROUND DOCUMENTS

Used to prepare this report, in accordance with the Local Government (Access to Information) Act 1985

10.1 None.

## 11. APPENDICES

11.1 Appendix A – Detailed revenue budgetary control position and explanation of key variances and risks  
Appendix B – Reserves position  
Appendix C – Budget risk register  
Appendix D - Asset Investment and Treasury Budget Report

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## Appendix A – Detailed Revenue Budgetary Control position and explanation of key variances and risks

### Chief Executives

|                               | Budget 2018/19 | Cont. from reserve | Revised Budget 2018/19 | Forecast Spend 2018/19 | Cont. to reserve | Forecast Variance 2018/19 | Forecast Variance 2018/19 | Previous Month Variance | Movement    |
|-------------------------------|----------------|--------------------|------------------------|------------------------|------------------|---------------------------|---------------------------|-------------------------|-------------|
| Budget Group                  | £000           | £000               | £000                   | £000                   | £000             | £000                      | %                         | £000                    | £000        |
| Chief Executive               | 241            | 0                  | 241                    | 241                    | 0                | 0                         | 0%                        | 0                       | 0           |
| HR                            | 1,344          | 55                 | 1,399                  | 1,375                  | 0                | (24)                      | -2%                       | 0                       | (24)        |
| <b>Total Chief Executives</b> | <b>1,585</b>   | <b>55</b>          | <b>1,640</b>           | <b>1,616</b>           | <b>0</b>         | <b>(24)</b>               | <b>-1%</b>                | <b>0</b>                | <b>(24)</b> |

The Chief Executive's department is reporting a small staffing related underspend of £0.024m

### Governance

|                           | Budget 2018/19 | Cont. from reserve | Revised Budget 2018/19 | Forecast Spend 2018/19 | Cont. to reserve | Forecast Variance 2018/19 | Forecast Variance 2018/19 | Previous Month Variance | Movement   |
|---------------------------|----------------|--------------------|------------------------|------------------------|------------------|---------------------------|---------------------------|-------------------------|------------|
| Budget Group              | £000           | £000               | £000                   | £000                   | £000             | £000                      | %                         | £000                    | £000       |
| Director of Governance    | 361            | 0                  | 361                    | 333                    | 0                | (28)                      | -8%                       | (29)                    | 1          |
| Legal Services            | 1,590          | 18                 | 1,608                  | 1,736                  | 0                | 128                       | 8%                        | (2)                     | 130        |
| Constitutional Services   | 2,053          | 0                  | 2,053                  | 2,050                  | 0                | (3)                       | 0%                        | (45)                    | 42         |
| Performance & Information | 176            | 57                 | 233                    | 228                    | 0                | (5)                       | -2%                       | (5)                     | 0          |
| Coroners Service          | 480            | 0                  | 480                    | 642                    | 0                | 162                       | 34%                       | 10                      | 152        |
| <b>Total Governance</b>   | <b>4,660</b>   | <b>75</b>          | <b>4,735</b>           | <b>4,989</b>           | <b>0</b>         | <b>254</b>                | <b>5%</b>                 | <b>(71)</b>             | <b>325</b> |

Currently the Governance department is forecasting £0.254m overspend.

### Coroner Service

There is a forecast pressure of £0.162m within this area. The final 2017/18 costs were greater than expected and not fully recognised in that financial year. The forecast overspend in 2018/19 is due to backlog of referrals, and budget pressures from additional staff hired. The Council is awaiting further detail from Cambridgeshire County Council on overspend and will be reported in due course.

### Legal Services

There is a forecast overspend of £0.128m within the legal team largely due to staffing costs as a result of increase workloads relating to Child Protection, General Data Protection Regulation (GDPR) and a compensation payment.

**Growth & Regeneration**

|                                        | Budget<br>2018/19 | Cont. from<br>reserve | Revised<br>Budget<br>2018/19 | Forecast<br>Spend<br>2018/19 | Cont. to<br>reserve | Forecast<br>Variance<br>2018/19 | Forecast<br>Variance<br>2018/19 | Previous<br>Month<br>Variance | Movem<br>ent |
|----------------------------------------|-------------------|-----------------------|------------------------------|------------------------------|---------------------|---------------------------------|---------------------------------|-------------------------------|--------------|
| Budget Group                           | £000              | £000                  | £000                         | £000                         | £000                | £000                            | %                               | £000                          | £000         |
| Development and Construction           | 180               | 0                     | 180                          | 232                          | 0                   | 52                              | 29%                             | 0                             | 52           |
| Director, OP & JV                      | (65)              | 0                     | (65)                         | (27)                         | 0                   | 38                              | -58%                            | 0                             | 38           |
| Peterborough Highway Services          | 9,147             | 0                     | 9,147                        | 9,167                        | 0                   | 20                              | 0%                              | 150                           | (130)        |
| Sustainable Growth Strategy            | 1,463             | 194                   | 1,657                        | 1,571                        | 0                   | (86)                            | -5%                             | 0                             | (86)         |
| Waste, Cleansing and Open Spaces       | 12,266            | 0                     | 12,266                       | 12,236                       | 0                   | (30)                            | 0%                              | (249)                         | 219          |
| Westcombe Engineering                  | 91                | 0                     | 91                           | 91                           | 0                   | 0                               | 0%                              | 0                             | 0            |
| Corporate Property                     | 1,505             | 152                   | 1,657                        | 1,994                        | 0                   | 337                             | 20%                             | 0                             | 337          |
| Resilience & Health & Safety           | 249               | 0                     | 249                          | 208                          | 0                   | (41)                            | -16%                            | (45)                          | 4            |
| City Centre Management                 | 318               | 0                     | 318                          | 554                          | 0                   | 236                             | 74%                             | 236                           | 0            |
| Marketing & Communications             | 253               | 0                     | 253                          | 295                          | 0                   | 42                              | 17%                             | 42                            | 0            |
| Parking Services                       | (2,405)           | 0                     | (2,405)                      | (2,029)                      | 0                   | 376                             | -16%                            | 427                           | (51)         |
| Regulatory Services                    | 671               | 20                    | 691                          | 708                          | 0                   | 17                              | 2%                              | (12)                          | 29           |
| Service Director Environment & Economy | 153               | 0                     | 153                          | 197                          | 0                   | 44                              | 29%                             | 0                             | 44           |
| <b>Total Growth and Regeneration</b>   | <b>23,826</b>     | <b>366</b>            | <b>24,192</b>                | <b>25,197</b>                | <b>0</b>            | <b>1,005</b>                    | <b>4%</b>                       | <b>549</b>                    | <b>456</b>   |

Currently the Growth and Regeneration department is forecasting £1.005m overspend.

**Peterborough Highway Services**

Street lighting energy costs are budgeted to reduce as the Street Lighting LED Programme replaces the old lighting with more energy efficient units. However, the savings are taking longer to deliver than originally envisaged, and combined with energy price increases, this is leading to a forecast overspend of £0.148m. However, this is offset by various small savings which have been identified, including Concessionary fares £0.054m and Highways Development Team net income £0.089m.

**Waste, Cleansing and Open Spaces**

Income from electricity sales at the Energy from Waste facility is currently higher than budgeted, leading to a favourable forecast of £0.343m. This is due to the performance of the plant and the escalating energy prices which offsets the pressure that the council is seeing on the electricity that it buys. Final earnings for 2017/18 income at the Energy from Waste plant have also now been confirmed and this was higher than expected by £0.177m

The new Household Recycling Centre is due to open early 2019, therefore the budgeted investment is not fully required in 2018/19 saving £0.120m. However, at the Materials Recycling Facility fees for legal advice and support for resolving contract issues, together with claims for waste contamination and increased fees are expected to cost an additional £0.350m creating a pressure.

The financial negotiations with Amey have now concluded regarding the costs of extending the contract to 1 February 2019. The additional estimated costs to the 1 February is £0.810m, resulting in a forecast overspend on the budget. The Council also expects to receive a pension rebate due to lower contribution rates from the Amey contract. This is due to lower contribution rates payable when comparing the contract and actuarial review which results in a £0.550m favourable position.

### Corporate Property

Sand Martin House income is forecast to be lower than originally anticipated. This is due to the nature of the listed buildings and the works required, commercial unit income and office sub-let income having been delayed or reduced, resulting in at £0.337m forecast overspend.

### City Centre Management

The level of income from Market stalls and the pedestrian area will be £0.151m lower than budgeted as, although this brings a net income to the council, the target for this is currently unachievable. A promotional discount to bring in new stall-holders has resulted in five new traders, and the generation of income will continue to be closely monitored throughout the year.

### Parking Services

At present the forecast income is £0.296m lower than the budget for off street car parking, including staff car parking. This is based on a reduction in current parking volumes.

There is also a forecast pressure relating to the costs of National Non-Domestic Rates (Business Rates) security, cleaning and Ringo (debit/credit card charges), which totals £0.080m.

### People & Communities

|                                          | Budget<br>2018/19 | Cont. from<br>reserve | Revised<br>Budget<br>2018/19 | Forecast<br>Spend<br>2018/19 | Cont. to<br>reserve | Forecast<br>Variance<br>2018/19 | Forecast<br>Variance<br>2018/19 | Previous<br>Month<br>Variance | Move<br>ment |
|------------------------------------------|-------------------|-----------------------|------------------------------|------------------------------|---------------------|---------------------------------|---------------------------------|-------------------------------|--------------|
| Budget Group                             | £000              | £000                  | £000                         | £000                         | £000                | £000                            | %                               | £000                          | £000         |
| Adults                                   | 44,701            | 0                     | 44,701                       | 44,051                       | 0                   | (650)                           | -1%                             | (675)                         | 25           |
| Commissioning &<br>Commercial Operations | 13,896            | 250                   | 14,146                       | 18,723                       | 0                   | 4,577                           | 32%                             | 4,575                         | 2            |
| Children's &<br>Safeguarding             | 10,864            | 0                     | 10,864                       | 10,867                       | 0                   | 3                               | 0%                              | (6)                           | 9            |
| Director                                 | 309               | 0                     | 309                          | 318                          | 0                   | 9                               | 3%                              | 0                             | 9            |
| Education                                | 5,697             | 0                     | 5,697                        | 5,753                        | 0                   | 56                              | 1%                              | (5)                           | 61           |
| Communities                              | 8,746             | 0                     | 8,746                        | 8,909                        | 0                   | 163                             | 2%                              | 235                           | (72)         |
| DSG                                      | 262               | 0                     | 262                          | 167                          | 0                   | (95)                            | -36%                            | (65)                          | (30)         |
| <b>Total People and<br/>Communities</b>  | <b>84,475</b>     | <b>250</b>            | <b>84,725</b>                | <b>88,788</b>                | <b>0</b>            | <b>4,063</b>                    | <b>5%</b>                       | <b>4,059</b>                  | <b>4</b>     |

## Further Breakdown in to the key service areas:

|                                                                | Budget<br>2018/19 | Cont. from<br>reserve | Revised<br>Budget<br>2018/19 | Forecast<br>Spend<br>2018/19 | Cont. to<br>reserve | Forecast<br>Variance<br>2018/19 | Forecast<br>Variance<br>2018/19 | Previous<br>Month<br>Variance | Movemen<br>t |
|----------------------------------------------------------------|-------------------|-----------------------|------------------------------|------------------------------|---------------------|---------------------------------|---------------------------------|-------------------------------|--------------|
|                                                                | £000              | £000                  | £000                         | £000                         | £000                | £000                            | %                               | £000                          | £000         |
| <b>Adults:</b>                                                 |                   |                       |                              |                              |                     |                                 |                                 |                               |              |
| ISP                                                            | 32,067            | 0                     | 32,067                       | 32,817                       | 0                   | 750                             | 2%                              | 0                             | 750          |
| ASC Teams                                                      | 7,359             | 0                     | 7,359                        | 7,257                        | 0                   | (102)                           | -1%                             | (21)                          | (81)         |
| Block Contracts                                                | 6,352             | 0                     | 6,352                        | 6,260                        | 0                   | (92)                            | -1%                             | (12)                          | (80)         |
| Financing                                                      | (2,565)           | 0                     | (2,565)                      | (3,766)                      | 0                   | (1,201)                         | 47%                             | (637)                         | (564)        |
| Home Service Delivery<br>Model                                 | 1,488             | 0                     | 1,488                        | 1,483                        | 0                   | (5)                             | 0%                              | (5)                           | 0            |
| <b>Total Adults</b>                                            | <b>44,701</b>     | <b>0</b>              | <b>44,701</b>                | <b>44,051</b>                | <b>0</b>            | <b>(650)</b>                    | <b>-1%</b>                      | <b>(675)</b>                  | <b>25</b>    |
| <b>Commissioning &amp; Commercial Operations:</b>              |                   |                       |                              |                              |                     |                                 |                                 |                               |              |
| Permanency Service                                             | 12,523            | 0                     | 12,523                       | 17,060                       | 0                   | 4,537                           | 36%                             | 4,537                         | 0            |
| Clare Lodge                                                    | (1,170)           | 250                   | (920)                        | (920)                        | 0                   | 0                               | 0%                              | 0                             | 0            |
| Commissioning &<br>Commercial Operations<br>- Other            | 2,543             | 0                     | 2,543                        | 2,583                        | 0                   | 40                              | 2%                              | 38                            | 2            |
| <b>Total Commissioning<br/>&amp; Commercial<br/>Operations</b> | <b>13,896</b>     | <b>250</b>            | <b>14,146</b>                | <b>18,723</b>                | <b>0</b>            | <b>4,577</b>                    | <b>32%</b>                      | <b>4,575</b>                  | <b>2</b>     |
| <b>Childrens &amp; Safeguarding:</b>                           |                   |                       |                              |                              |                     |                                 |                                 |                               |              |
| Children's Social Care                                         | 6,787             | 0                     | 6,787                        | 6,791                        | 0                   | 4                               | 0%                              | (5)                           | 9            |
| Childrens - Other                                              | 4,077             | 0                     | 4,077                        | 4,076                        | 0                   | (1)                             | 0%                              | (1)                           | 0            |
| <b>Total Childrens &amp;<br/>Safeguarding</b>                  | <b>10,864</b>     | <b>0</b>              | <b>10,864</b>                | <b>10,867</b>                | <b>0</b>            | <b>3</b>                        | <b>0%</b>                       | <b>(6)</b>                    | <b>9</b>     |
| <b>Director:</b>                                               |                   |                       |                              |                              |                     |                                 |                                 |                               |              |
| Director                                                       | 2,142             | 0                     | 2,142                        | 2,151                        | 0                   | 9                               | 0%                              | 0                             | 9            |
| Department Savings<br>target                                   | (1,833)           | 0                     | (1,833)                      | (1,833)                      | 0                   | 0                               | 0%                              | 0                             | 0            |
| <b>Total Director</b>                                          | <b>309</b>        | <b>0</b>              | <b>309</b>                   | <b>318</b>                   | <b>0</b>            | <b>9</b>                        | <b>3%</b>                       | <b>0</b>                      | <b>9</b>     |
| <b>Education:</b>                                              |                   |                       |                              |                              |                     |                                 |                                 |                               |              |
| HTS & CSC Transport                                            | 4,001             | 0                     | 4,001                        | 4,015                        | 0                   | 14                              | 0%                              | 0                             | 14           |
| School Improvement<br>Traded Service                           | (937)             | 0                     | (937)                        | (937)                        | 0                   | 0                               | 0%                              | 0                             | 0            |
| Education - Other                                              | 2,633             | 0                     | 2,633                        | 2,675                        | 0                   | 42                              | 2%                              | (5)                           | 47           |
| <b>Total Education</b>                                         | <b>5,697</b>      | <b>0</b>              | <b>5,697</b>                 | <b>5,753</b>                 | <b>0</b>            | <b>56</b>                       | <b>1%</b>                       | <b>(5)</b>                    | <b>61</b>    |
| <b>Communities:</b>                                            |                   |                       |                              |                              |                     |                                 |                                 |                               |              |
| Housing                                                        | 2,392             | 0                     | 2,392                        | 2,465                        | 0                   | 73                              | 3%                              | 66                            | 7            |
| Cultural Services                                              | 2,371             | 0                     | 2,371                        | 2,557                        | 0                   | 186                             | 8%                              | 250                           | (64)         |
| Targeted Youth Support<br>Service (TYSS)                       | 1,586             | 0                     | 1,586                        | 1,486                        | 0                   | (100)                           | -6%                             | (80)                          | (20)         |
| Prevention<br>Enforcement Service<br>(PES)                     | 553               | 0                     | 553                          | 489                          | 0                   | (64)                            | -12%                            | (85)                          | 21           |
| Communities - Other                                            | 1,844             | 0                     | 1,844                        | 1,912                        | 0                   | 68                              | 4%                              | 84                            | (16)         |
| <b>Total Communities</b>                                       | <b>8,746</b>      | <b>0</b>              | <b>8,746</b>                 | <b>8,909</b>                 | <b>0</b>            | <b>163</b>                      | <b>2%</b>                       | <b>235</b>                    | <b>(72)</b>  |
| DSG                                                            | 262               | 0                     | 262                          | 167                          | 0                   | (95)                            | -36%                            | (65)                          | (30)         |
| <b>Total People and<br/>Communities</b>                        | <b>84,475</b>     | <b>250</b>            | <b>84,725</b>                | <b>88,788</b>                | <b>0</b>            | <b>4,063</b>                    | <b>5%</b>                       | <b>4,059</b>                  | <b>4</b>     |

## Adults- ISP

A pressure of £0.750m is reported in relation to Adults Placement costs. This relates to residential nursing packages (£0.651m adverse to date) and Transforming Care (0.151k adverse to date). Additional Client and Health Income is partially offsetting this pressure.

#### **Adults- ASC Teams**

Overall there is a £0.102m forecast underspend on all operational teams. Within this there is a pressure on 0-25 team and agency usage £0.132m which is currently being offset by vacancies and underspends on staffing, running costs and some additional income.

#### **Adults- Block Contracts**

There is currently a favourable variance in respect of the recovery of an £0.080m overpayment to an Extra Care provider. An overall underspend of £0.012m is forecast due to one off Direct Payments to Carers. Carer support is predominantly covered in ISP with services such as carers sitting services and respite.

#### **Adults- Finance**

Projects have been delayed to mitigate overspends in other People and Communities budgets. This action was implemented earlier in the year and has been increased to cover further emerging pressures.

#### **Adults- Home Services Delivery Model**

There is a £0.017m underspend on vacant posts and £0.013m overspend on commissioned surveyor work.

#### **Commissioning- Permanency Service (TACT)**

The Council is forecasting to overspend by £4.537m within this area. This is the result of recently agreeing to pay TACT an additional £0.637m in relation to the financial year 2017/18 and £3.9m in relation to financial year 2018/19. An upwards trend in the number of children coming into care, and the mix of placement types used, is feeding into the forecast overspend position. Although TACT are using their specialist expertise to recruit foster parents and adoption placements, progress towards achieving a balanced placement mix is in transition meaning there are still a number of placements with high associated costs.

#### **Clare Lodge**

A reserve contribution of £0.250m has been agreed which offsets the forecast overspend arising from the delayed opening of the new High Dependency Unit. A risk exists around Occupancy levels (income) and the use of Agency staff related costs.

#### **Commissioning and Commercial Operations- Other**

A £0.044m forecast overspend is reported against Play Centres, which is the result of a delay in the Community Asset Transfers.

#### **Children's Social Care**

An underspend of £0.003m is forecast against Children's Social Care staffing. A risk exists around the use of Agency staff to cover substantive posts.

#### **Director**

It is assumed that all Department Savings targets will be achieved or will be offset by funnel savings. There is a pressure of £0.008m due to staff regrading.

**Education- Home to School and Children's Social Care Transport**

An adverse variance of £0.014m is reported with regard to Passenger Transport Team staffing budget. It isn't possible to accurately forecast Home to School transport outturn until all contracts are in place for the new Academic Year.

**Education- Other**

An adverse variance of £0.054m is reported in relation to the underachievement of income on School Academy conversions. This income target was introduced as a result of charging schools to recover a proportion of the cost the local authority incurred to administer the conversion. However as the pace of schools converting has reduced against previous estimates this target is unlikely to be achieved. A reduction in business rates was also built in to the budget as a result of the relief academies receive for holding charitable status. As outlined in the funding section, NNDR (business rates) are showing a favourable position.

**Communities- Housing**

Housing is forecast to overspend by a total of £0.073m. Temporary Accommodation costs are forecast to overspend by £0.195m. This is offset by a projected underspend on staffing of £0.126m.

**Communities- Cultural Services**

Cultural Services is forecast to overspend by £0.186m. This represents the non-achievement of the £0.250m 2017/18 and 2018/19 MTFS savings, offset by other savings of £0.064m.

**Communities- Targeted Youth Support Service (TYSS)**

The TYSS is forecast to underspend by £0.100m, this relates to holding staff vacancies pending new service implementation. This comprises a forecast underspend of £0.134m on employee costs, offset by other pressures of £0.034m.

**Communities- Prevention Enforcement Service (PES)**

The PES is forecast to underspend by £0.064m. This comprises a £0.090m forecast underspend on staffing and an underspend of £0.019m against non-staffing budgets. There is also an under recovery of £0.045m in relation to income from PCN's, FPN's & CCTV.

**Communities – Other**

There is a forecast overspend of £0.068m. This comprises a £0.152m adverse variance against non-staffing budgets offset by a £0.084m underspend on staffing.

**Public Health**

|                                         | Budget<br>2018/19 | Cont. from<br>reserve | Revised<br>Budget<br>2018/19 | Forecast<br>Spend<br>2018/19 | Cont. to<br>reserve | Forecast<br>Variance<br>2018/19 | Forecast<br>Variance<br>2018/19 | Previous<br>Month<br>Variance | Movem<br>ent |
|-----------------------------------------|-------------------|-----------------------|------------------------------|------------------------------|---------------------|---------------------------------|---------------------------------|-------------------------------|--------------|
| <b>Budget Group</b>                     | <b>£000</b>       | <b>£000</b>           | <b>£000</b>                  | <b>£000</b>                  | <b>£000</b>         | <b>£000</b>                     | <b>%</b>                        | <b>£000</b>                   | <b>£000</b>  |
| Children 0-5 Health Visitors            | 3,718             | 198                   | 3,916                        | 3,916                        | 0                   | 0                               | 0%                              | 0                             | 0            |
| Children 5-19 Health Programmes         | 879               | 0                     | 879                          | 879                          | 0                   | 0                               | 0%                              | 0                             | 0            |
| Sexual Health                           | 1,830             | 0                     | 1,830                        | 1,830                        | 0                   | 0                               | 0%                              | 0                             | 0            |
| Substance Misuse                        | 2,299             | 0                     | 2,299                        | 2,299                        | 0                   | 0                               | 0%                              | 0                             | 0            |
| Smoking and Tobacco                     | 317               | 0                     | 317                          | 317                          | 0                   | 0                               | 0%                              | 0                             | 0            |
| Miscellaneous Public Health Services    | 1,661             | 0                     | 1,661                        | 1,661                        | 0                   | 0                               | 0%                              | 0                             | 0            |
| Public Health Grant                     | (10,905)          | 0                     | (10,905)                     | (10,905)                     | 0                   | 0                               | 0%                              | 0                             | 0            |
| Children 5-19 Healthy Schools Programme | 65                | 0                     | 65                           | 65                           | 0                   | 0                               | 0%                              | 0                             | 0            |
| Healthy Peterborough                    | 10                | 0                     | 10                           | 10                           | 0                   | 0                               | 0%                              | 0                             | 0            |
| <b>Total Public Health</b>              | <b>(126)</b>      | <b>198</b>            | <b>72</b>                    | <b>72</b>                    | <b>0</b>            | <b>0</b>                        | <b>0%</b>                       | <b>0</b>                      | <b>0</b>     |

Public Health savings are on track to be delivered

**Resources**

|                                          | Budget<br>2018/19 | Cont.<br>from<br>reserve | Revised<br>Budget<br>2018/19 | Forecast<br>Spend<br>2018/19 | Cont. to<br>reserve | Forecast<br>Variance<br>2018/19 | Forecast<br>Variance<br>2018/19 | Previous<br>Month<br>Variance | Movem<br>ent |
|------------------------------------------|-------------------|--------------------------|------------------------------|------------------------------|---------------------|---------------------------------|---------------------------------|-------------------------------|--------------|
| <b>Budget Group</b>                      | <b>£000</b>       | <b>£000</b>              | <b>£000</b>                  | <b>£000</b>                  | <b>£000</b>         | <b>£000</b>                     | <b>%</b>                        | <b>£000</b>                   | <b>£000</b>  |
| Director's Office                        | 112               | 0                        | 112                          | 43                           | 0                   | (69)                            | -62%                            | (4)                           | (65)         |
| Financial Services                       | 3,284             | 0                        | 3,284                        | 3,328                        | 0                   | 44                              | 1%                              | (12)                          | 56           |
| Programme Management Office              | 139               | 0                        | 139                          | 124                          | 0                   | (15)                            | -11%                            | 0                             | (15)         |
| Capital Financing                        | 18,321            | 0                        | 18,321                       | 16,485                       | 0                   | (1,836)                         | -10%                            | (371)                         | (1,465)      |
| Corporate Items                          | 4,955             | 0                        | 4,955                        | 4,919                        | 0                   | (36)                            | -1%                             | 0                             | (36)         |
| Peterborough Serco Strategic Partnership | 5,765             | 0                        | 5,765                        | 7,870                        | 0                   | 2,105                           | 37%                             | 195                           | 1,910        |
| ICT                                      | 5,302             | 0                        | 5,302                        | 5,870                        | 0                   | 568                             | 11%                             | 568                           | 0            |
| Energy                                   | 780               | 0                        | 780                          | 780                          | 0                   | 0                               | 0%                              | 0                             | 0            |
| Cemeteries, Cremation & Registrars       | (1,390)           | 0                        | (1,390)                      | (1,418)                      | 0                   | (28)                            | 2%                              | (9)                           | (19)         |
| <b>Total Resources</b>                   | <b>37,268</b>     | <b>0</b>                 | <b>37,268</b>                | <b>38,001</b>                | <b>0</b>            | <b>733</b>                      | <b>2%</b>                       | <b>367</b>                    | <b>366</b>   |

**Capital Financing and Capital Receipts**

Overall the Capital Financing budget is forecasting an underspend of £1.8m as a result of the decision to apply additional capital receipts to offset the MRP in the 2018/19 financial year. The re-profiling of schemes, delays in the timing of capital expenditure and interest rates remaining lower than forecast in the MTFS for the beginning of the year, all contribute to the cost of new borrowing being forecast

lower than originally budgeted. The Capital Financing forecast outturn has been based on raising new loans of £112m to fund capital expenditure, this is based on the capital programme as at the end of July. As outlined in Tranche 1, it is expected for this requirement to reduce in future months due to re-profiling of the capital programme to a more deliverable level of £100m, however exact details are still to be confirmed and work continues on this re-profiling.

#### **Peterborough Serco Strategic Partnership (PSSP)**

There is a £0.850m pressure due to the Annual Delivery Plan (ADP) and business transformation (strategic improvement core cost). All items on the ADP should be linked to funding streams as core funding was reduced to nil in last year's budget. This figure will reduce once these allocations are delivered. The following savings that were included in the 2018/19 MTFS, are currently not on track to be achieved.

- The £1m Serco variable spend saving. IT consumable and machine spend has been reduced from previous year's spend via a gatekeeping process but appropriate budgets to allocate these savings against are still being identified.
- The Serco Business support saving of £0.100m.

This is being reviewed to assess the future years MTFS implications. There is also a £0.155m pressure forecast in relation to the PSSP contract inflation budget being different to the assumption applied in the MTFS.

#### **ICT**

Savings that were expected to be generated through the implementation of a technology platform across Social Care (PeopleToo) is not now expected to be achieved as planned, creating a £0.137m pressure. The budgeted return on loans to partners to deliver this project has also not materialised as planned creating a £0.131m pressure through loss of interest receipt.

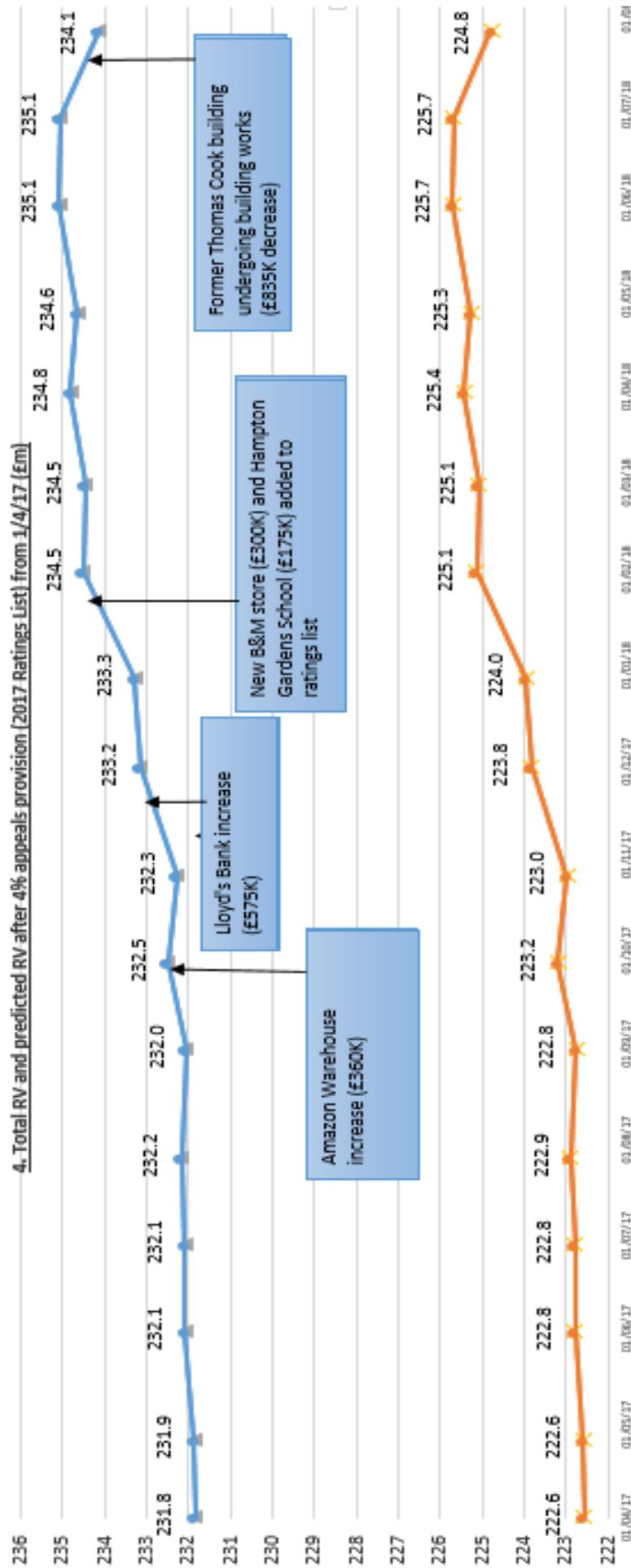
Savings targets in relation to Digital Roadmap project, including guaranteed resale income and also savings through decommissioning ICT Legacy systems and departmental efficiencies are not expected to be fully achieved, causing a £0.300m pressure.

**Financing**

The following table show how the Council's expenditure is funded via council tax, business rates, non-specific grants and use of reserves.

| Budget Group                                    | Budget 2018/19<br>£000 | Cont. from reserves<br>£000 | Revised Budget 2018/19<br>£000 | Forecast Spend 2018/19<br>£000 | Cont. to reserves<br>£000 | Forecast Variance 2018/19<br>£000 | Forecast Variance 2018/19<br>% | Previous Month Variance<br>£000 | Movement<br>£000 |
|-------------------------------------------------|------------------------|-----------------------------|--------------------------------|--------------------------------|---------------------------|-----------------------------------|--------------------------------|---------------------------------|------------------|
| Council Tax                                     | (68,110)               | 0                           | (68,110)                       | (68,110)                       | 0                         | 0                                 | 0.00%                          | 0                               | 0                |
| Council Tax - Adult Social Care precept         | (5,328)                | 0                           | (5,328)                        | (5,328)                        | 0                         | 0                                 | 0.00%                          | 0                               | 0                |
| NNDR Income                                     | (45,465)               | 0                           | (45,465)                       | (45,514)                       | 0                         | (49)                              | 0.11%                          | 0                               | (49)             |
| NNDR Levy                                       | 216                    | 0                           | 216                            | 216                            | 0                         | 0                                 | 0.00%                          | 0                               | 0                |
| NNDR S31 grants                                 | (3,128)                | 0                           | (3,128)                        | (3,128)                        | 0                         | 0                                 | 0.00%                          | 0                               | 0                |
| NNDR Tarriff                                    | 2,370                  | 0                           | 2,370                          | 2,370                          | 0                         | 0                                 | 0.00%                          | 0                               | 0                |
| Revenue Support Grant                           | (15,056)               | 0                           | (15,056)                       | (15,056)                       | 0                         | 0                                 | 0.00%                          | 0                               | 0                |
| Parish Precept                                  | (586)                  | 0                           | (586)                          | (586)                          | 0                         | 0                                 | 0.00%                          | 0                               | 0                |
| New Homes Bonus                                 | (5,152)                | 0                           | (5,152)                        | (5,152)                        | 0                         | 0                                 | 0.00%                          | 0                               | 0                |
| Section 31 Grant                                | (5,742)                | 0                           | (5,742)                        | (5,742)                        | 0                         | 0                                 | 0.00%                          | 0                               | 0                |
| Contribution from/to Grant Equalisation Reserve | (4,231)                | 0                           | (4,231)                        | (4,231)                        | 0                         | 0                                 | 0.00%                          | 0                               | 0                |
| Contribution from/to Reserves                   | 0                      | (945)                       | (945)                          | (945)                          | 0                         | 0                                 | 0.00%                          | 0                               | 0                |
| Contribution to Capacity Reserve                | 0                      | 0                           | 0                              | 0                              | 0                         | 0                                 | 0.00%                          | 0                               | 0                |
| Collection Fund - Council Tax                   | (1,188)                | 0                           | (1,188)                        | (1,188)                        | 0                         | 0                                 | 0.00%                          | 0                               | 0                |
| Collection Fund - NDR                           | (287)                  | 0                           | (287)                          | (287)                          | 0                         | 0                                 | 0.00%                          | 0                               | 0                |
| <b>Total Financing</b>                          | <b>(151,687)</b>       | <b>(945)</b>                | <b>(152,632)</b>               | <b>(152,681)</b>               | <b>0</b>                  | <b>(49)</b>                       | <b>0</b>                       | <b>0</b>                        | <b>(49)</b>      |

The following graph outlines the change in the Rateable Value of the properties and the key changes to the properties:



## Appendix B - Reserves

The Council's departmental reserves and the capacity building reserve are monitored throughout the year and feed into the budget setting process accordingly. The following table summarises the expected balance for all reserves for 2018/19 to 2021/22

Out of the total reserves balance only £9.4m is deemed available or uncommitted, due to restrictions placed on the remaining reserves.

| Summary of Reserves                                                     | Balance Brought Forward 1.4.18 | Cont. from reserves | Cont. to reserves | Movement between reserves | Forecast Balance 31.03.19 | Forecast Balance 31.03.20 | Forecast Balance 31.03.21 |
|-------------------------------------------------------------------------|--------------------------------|---------------------|-------------------|---------------------------|---------------------------|---------------------------|---------------------------|
|                                                                         | £000                           | £000                | £000              | £000                      | £000                      | £000                      | £000                      |
| <b>General Fund Balance</b>                                             | 6,000                          | 0                   | 0                 | 0                         | 6,000                     | 6,000                     | 6,000                     |
| <b>Available Reserves</b>                                               |                                |                     |                   |                           |                           |                           |                           |
| Capacity Building Reserve**                                             | 12,714                         | (14,685)            | 4,687             | 1,548                     | 4,264                     | 4,229                     | 4,229                     |
| Grant Equalisation Reserve*                                             | 8,445                          | (4,231)             | 0                 | 0                         | 4,214                     | 4,214                     | 4,214                     |
| Development Equalisation Reserve                                        | 1,233                          | (1,233)             | 0                 | 0                         | 0                         | 0                         | 0                         |
| Departmental Reserves                                                   | 5,197                          | (4,295)             | 0                 | 0                         | 902                       | 902                       | 902                       |
| <b>Subtotal</b>                                                         | <b>27,589</b>                  | <b>(24,444)</b>     | <b>4,687</b>      | <b>1,548</b>              | <b>9,381</b>              | <b>9,346</b>              | <b>9,346</b>              |
| <b>Ring-Fenced Reserves</b>                                             |                                |                     |                   |                           |                           |                           |                           |
| Insurance Reserve***                                                    | 4,936                          | 0                   | 0                 | (1,548)                   | 3,388                     | 3,388                     | 3,388                     |
| Schools Capital Expenditure Reserve                                     | 1,208                          | 0                   | 0                 | 0                         | 1,208                     | 1,208                     | 1,208                     |
| Parish Council Burial Ground Reserve                                    | 51                             | 0                   | 0                 | 0                         | 51                        | 51                        | 51                        |
| Hackney Carriage Reserve                                                | 203                            | 0                   | 0                 | 0                         | 203                       | 203                       | 203                       |
| School Leases Reserve                                                   | 243                            | (15)                | 0                 | 0                         | 228                       | 178                       | 178                       |
| Future Cities Reserve                                                   | 240                            | (240)               | 0                 | 0                         | 0                         | 0                         | 0                         |
| Public Health Reserve                                                   | 428                            | (198)               | 0                 | 0                         | 230                       | 230                       | 230                       |
| <b>Subtotal</b>                                                         | <b>7,310</b>                   | <b>(453)</b>        | <b>0</b>          | <b>(1,548)</b>            | <b>5,309</b>              | <b>5,259</b>              | <b>5,259</b>              |
|                                                                         |                                |                     |                   |                           |                           |                           |                           |
| <b>Total Available, Ring-Fenced reserves &amp; General Fund Balance</b> | <b>40,899</b>                  | <b>(24,897)</b>     | <b>4,687</b>      | <b>0</b>                  | <b>20,689</b>             | <b>20,604</b>             | <b>20,604</b>             |

\* £4.2m drawn down per approved 2018/19 MTFS

\*\* Capacity Building Reserve

- May be used to finance transformational costs associated with delivery of savings plans outlined in Tranche 1 of the 2019/20 – 2021/22 MTFS
- £4.4m of Capital receipts will be transferred to Capacity reserve during 2018/19.
- The forecast overspend in 2018/19 of £6m will be required to be funded from the Capacity reserve.

\*\*\* it should be noted that there has been a transfer of reserves from the Insurance reserve totalling £1.548m, following the actuarial review of the balances. This also includes an estimate for additional risk the council may be exposed to as a result of the LATCo.

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## Appendix C – Budget Risk Register

The following table highlights the risks which have been identified within the 2018/19 Budget

| Dept      | Risk                                                            | Description                                                                                                                                                                                                                                                               | Rag rating | £000  | Preventative Management Action taken, or planned                                                                                                                                                                                                     |
|-----------|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Resources | PSSP Indexation                                                 | The indexation claim on PSSP contract is still under negotiation with Serco.                                                                                                                                                                                              | Red        |       | Talks are still in progress and hope to have a better view of position and impact at end of next month                                                                                                                                               |
| Resources | ADP resource plan                                               | There are Business Transformation costs within the core PSSP contract that were assumed to be rechargeable as part the ADP resource plan. Some dispute over funding means this needs to be assessed and there is a risk of no funding built in to meet the current costs. | Red        |       | Budget Manager working to gain an understanding the original position on what was in the core fee and what the ADP was designed to do, and then to compare that to what our costs are covering now, and ultimately where they should be funded from. |
| Resources | Saving - Serco Variable Spend reduction                         | No confirmed extraction for this saving                                                                                                                                                                                                                                   | Red        | 1,000 | IT consumable and machine spend has been reduced from previous year's spend via a gatekeeping process but appropriate budgets to allocate these savings against are still being identified                                                           |
| Resources | Saving - Business Transformation                                | No Notice of Change (NOC) in place for the achievement of this saving                                                                                                                                                                                                     | Red        | 225   |                                                                                                                                                                                                                                                      |
| Resources | Saving - Shared and Integrated Services Programme (exc Finance) | No confirmed extraction for this saving                                                                                                                                                                                                                                   | Red        | 155   |                                                                                                                                                                                                                                                      |
| Resources | Saving - Business Support                                       | No NOC in place for achievement of this saving                                                                                                                                                                                                                            | Red        | 100   |                                                                                                                                                                                                                                                      |
| G&R       | Corporate Property                                              | Income for letting space at the Town Hall and Fletton Quays is not yet secured                                                                                                                                                                                            | Red        |       | tbc                                                                                                                                                                                                                                                  |
| G&R       | Parking Income                                                  | Further reduction in income - Staff parking with the move to Sandmartin House, impact of wider agile working, off and on street parking fees                                                                                                                              | Amber      | 0     | tbc                                                                                                                                                                                                                                                  |
| Gov       | Cost of Coroner Service                                         | 2018/19 contract costs - lack of clarity on costs charged by Cambridgeshire County Council                                                                                                                                                                                | Amber      | 0     | tbc                                                                                                                                                                                                                                                  |
| P&C       | Independent Sector Providers (ISP)                              | Additional pressures on Nursing Residential, Delayed Transfer of Care (DTC), Sleep In payments following Mencap court case and Transforming Care service users could increase the ISP overspend                                                                           | Red        | 0     | tbc                                                                                                                                                                                                                                                  |
| P&C       | Homelessness                                                    | Demand led area. Should demand increase or mix between accommodation types changes, forecasts could alter                                                                                                                                                                 | Amber      | 0     | tbc                                                                                                                                                                                                                                                  |
| P&C       | TACT placements                                                 | Demand led area. If placement mix changes or demand increases, only needs one or two cases to impact significantly                                                                                                                                                        | Amber      | 0     | tbc                                                                                                                                                                                                                                                  |
| P&C       | Traveller sites                                                 | Clearing of traveller sites                                                                                                                                                                                                                                               | Red        |       | tbc                                                                                                                                                                                                                                                  |
| P&C       | Clare Lodge                                                     | Risk around loss of Income, & the cost of Agency Staff if recruitment and retention strategies are not successful                                                                                                                                                         | Amber      |       |                                                                                                                                                                                                                                                      |

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## Appendix D - Asset Investment and Treasury Budget Report as at June 2018

### Introduction

The following report provides an update on the Council's Asset Investment Plan and the Treasury activity as at July 2018. It also provides an estimate of the borrowing requirement for 2018/19 to fund this plan.

### Asset Investment Plan 2018/19

The revised Asset Investment Plan budget as at July 2018 is £133.3m, which includes £18.0m for Invest to Save (I2S) Schemes. The agreed investment as per the Medium Term Financial Plan (MTFS) was £158.7m. The movement between the MTFS position and the £181.3m as at April 2018 was a result of slippages mainly due to delays completing projects from 2017/18.

The actual investment expenditure as at July 2018 is £24.1m (54.2% of the revised budget to date). The latest forecast provided by project managers predicts an overall spend of £133.3m, therefore the Council's project managers are expecting to spend a further £109.2m before March 2019.

The following table shows the breakdown of the Council's Asset Investment over the directorates and how this investment is to be financed.

| Directorate                           | MTFS Budget<br>£000 | 1st April Budget<br>£000 | Current Budget FY<br>£000 | Revised Budget YTD<br>£000 | Actual YTD<br>£000 |
|---------------------------------------|---------------------|--------------------------|---------------------------|----------------------------|--------------------|
| Governance                            | 49                  | 49                       | 49                        | 16                         | -                  |
| Growth & Regeneration                 | 53,669              | 61,721                   | 53,122                    | 17,707                     | 11,255             |
| People & Communities                  | 60,453              | 66,305                   | 52,215                    | 17,405                     | 9,891              |
| Resources                             | 16,195              | 1,148                    | 9,891                     | 3,298                      | 2,725              |
| Invest to Save                        | 28,350              | 52,064                   | 18,007                    | 6,002                      | 218                |
| <b>TOTAL</b>                          | <b>158,716</b>      | <b>181,287</b>           | <b>133,284</b>            | <b>44,428</b>              | <b>24,089</b>      |
| Grants & Contributions                | 40,486              | 46,335                   | 41,780                    | 13,927                     | 12,718             |
| Capital Receipts – repayment of loans | 1,000               | 1,000                    | 1,000                     | 333                        | 1,000              |
| Borrowing                             | 117,230             | 133,952                  | 90,504                    | 30,168                     | 10,371             |
| <b>TOTAL</b>                          | <b>158,716</b>      | <b>181,287</b>           | <b>133,284</b>            | <b>44,428</b>              | <b>24,089</b>      |

### Borrowing and Funding the Asset Investment Plan

It is a statutory duty for the Council to determine and keep under review the level of borrowing it considers to be affordable. The Council's approved Prudential Indicators (affordable, prudent and sustainable limits) are outlined in the Treasury Management Strategy approved as part of the MTFS. The Council borrows only to fund the Asset Investment Plan. The current plan assumes that 67.9% of the budgeted expenditure will be funded by borrowing.

The Council's total borrowing as at the end of July 2018 was £406.6m (see following table). The level of debt is measured against the Council's Authorised Limit for borrowing of £706.5m which must not be exceeded and the Operational Boundary (maximum working capital borrowing indicator) of £659.7m. These limits are set to enable borrowing in advance of need to take advantage of favourable loan rates in consideration of future years capital investment programme.

| Borrowings             | Less than 1yr £000 | 1-2yrs £000   | 3-5yrs £000   | 6-10yrs £000  | 10+yrs £000    | Total £000     | Ave. Interest Rate % |
|------------------------|--------------------|---------------|---------------|---------------|----------------|----------------|----------------------|
| PWLB                   | 0                  | 500           | 11,128        | 15,715        | 302,244        | 329,587        | 3.7                  |
| Local Authority        | 17,000             | 37,500        | 5,000         | 0             | 0              | 59,500         | 1.4                  |
| Market Loans           | 0                  | 0             | 0             | 0             | 17,500         | 17,500         | 4.5                  |
| LEP Loan               | 0                  | 0             | 0             | 0             | 0              | -              | -                    |
| <b>Total Borrowing</b> | <b>17,000</b>      | <b>38,000</b> | <b>16,128</b> | <b>15,715</b> | <b>319,744</b> | <b>406,587</b> | <b>3.4</b>           |
| % of total Borrowing   | 4%                 | 9%            | 4%            | 4%            | 79%            |                |                      |
| Borrowing Limit (PI)   | 40%                | 40%           | 80%           | 80%           | 100%           |                |                      |

The majority of the debt is taken on a 10+yr basis. The Corporate Director: Resources believes it to be prudent to take advantage of a relatively low long term fixed rate of interest as it mitigates some of the risk of PWLB rate rises. Long term interest rates remain relatively low e.g. the standard PWLB rate for 50yr loans including the certainty rate was 2.40% at end of July 2018. The historically low PWLB rates are a result of the investor fears and confidence creating an ebb and flow situation between favouring more risky assets i.e. equities, or the safe haven of bonds and have been fluctuating recently due to uncertainty over Brexit negotiations.

The following table shows the activity in Loans held by the Council for the year to date, with £13m of loans being repaid and no new loans yet taken to fund the capital programme:

| Loans Portfolio £000                   |                 |
|----------------------------------------|-----------------|
| <b>April 2018 b/f</b>                  | <b>419,587</b>  |
| repayment of loans to date             | (13,000)        |
| new loans in year                      | -               |
| net increase/(decrease ) to date       | <b>(13,000)</b> |
| <b>Loans portfolio as at July 2018</b> | <b>406,587</b>  |

Total interest payable on existing loans for the year (£406.6m) is expected to be £13.8m.

As at July 2018 the Council held £16.8m of S106 and Planning Obligation Implementation Scheme (POIS) funding available for funding Asset Investment projects. To date £7.0m has been earmarked for specific projects. The process for allocation requires project managers to successfully submit project plans meeting the criteria for which the contributions were intended. The S106 Officer is responsible for approving S106 allocations.

### Investments

The Council aims to achieve the optimum interest on investments commensurate with the proper levels of security and liquidity. In the current economic climate the Council considers it appropriate to keep investments short term to cover cashflow fluctuations. This financial year investment returns have been from Barclays (the Council's banking provider), CCLA Money Market funds, the Debt Management Office and Local Authorities.

As at July 2018 the Council's external investments totalled £9.5m and have yielded interest to date of £0.052m, which reflects both relatively the low cash balances held to minimise the cost of borrowing and low interest rates being available in the economic climate

### Capital Receipts

Capital Receipts are used as part of a contribution to fund the Minimum Revenue Provision as approved in the MTFS. Close monitoring of the receipts from asset sales is maintained as any significant change will now have a direct impact on the revenue position.

Capital Receipts are monitored on a monthly basis and each sale given a status of Red, Amber or Green to identify the likely receipt before March 2019. The MTFS includes a contribution of £2.9m Capital Receipts to fund the MRP, with the revised receipts figure including a further £6.7m rolled forward from uncompleted disposals in 2017/18.

| Capital Receipts To Off Set Revenue MRP Charge RAG Status | MTFS Budget £000 | Revised Budget £000 | Received to Date £000 | Not yet received £000 |
|-----------------------------------------------------------|------------------|---------------------|-----------------------|-----------------------|
| <b>Green</b>                                              | -                | -                   | -                     | -                     |
| <b>Amber*</b>                                             | 2,922            | 12,034              | 165                   | 11,869                |
| <b>Red</b>                                                | -                | -                   | -                     | -                     |
| <b>Total (not inc Investment Assets)</b>                  | <b>2,922</b>     | <b>12,034</b>       | <b>165</b>            | <b>11,869</b>         |
| Investment Assets                                         | -                | -                   | -                     | -                     |
| <b>Total Capital Receipts</b>                             | <b>2,922</b>     | <b>12,034</b>       | <b>165</b>            | <b>11,869</b>         |

\*Revised budget includes an amount relating to Bayard Place

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|                          |                      |
|--------------------------|----------------------|
| <b>CABINET</b>           | AGENDA ITEM No. 10   |
| <b>24 SEPTEMBER 2018</b> | <b>PUBLIC REPORT</b> |

|                                |                                                              |             |
|--------------------------------|--------------------------------------------------------------|-------------|
| Report of:                     | Fiona McMillan, Interim Director of Law and Governance       |             |
| Cabinet Member(s) responsible: | Councillor Seaton, Cabinet Member for Resources              |             |
| Contact Officer(s):            | Pippa Turvey, Democratic and Constitutional Services Manager | Tel. 452460 |

## OUTCOME OF PETITIONS

|                                                                                 |                                  |
|---------------------------------------------------------------------------------|----------------------------------|
| <b>RECOMMENDATIONS</b>                                                          |                                  |
| <b>FROM:</b> <i>Directors</i>                                                   | <b>Deadline date:</b> <i>N/A</i> |
| It is recommended that Cabinet notes the actions taken in respect of petitions. |                                  |

### 1. ORIGIN OF REPORT

- 1.1 This report is submitted following the submission of E-Petitions, the presentation of petitions to Council officers, and the presentation of petitions at Council meetings.

### 2. PURPOSE AND REASON FOR REPORT

- 2.1 The purpose of this report is to update Cabinet on the progress being made in response to petitions submitted to the Council.
- 2.2 This report is for Cabinet to consider under its Terms of Reference No. 3.2.3, '*To take a leading role in promoting the economic, environmental and social well-being of the area*'.

### 3. TIMESCALES

|                                             |           |                                  |            |
|---------------------------------------------|-----------|----------------------------------|------------|
| Is this a Major Policy Item/Statutory Plan? | <b>NO</b> | If yes, date for Cabinet meeting | <b>N/A</b> |
|---------------------------------------------|-----------|----------------------------------|------------|

### 4. BACKGROUND AND KEY ISSUES

#### **Petitions Presented to Councillor Officers**

#### To Oppose the Planned Closure of Herlington Post Office Orton Malborne

The petition was submitted by Heather Skibsted on 12 July 2018, alongside a E-petition. The combined petitions contained 170 valid signatures and called on the Council to intervene in this issue if a suitable solution is not found to keep the Herlington Post Office open in this area.

The Head of Community Resilience and Integration responded and advised that he had taken into consideration the concerns the petitioners had raised and enquiries had been made to establish the current situation.

Herlington Post Office closed around two weeks ago as part of the national strategy based on

business viability. It was understood that currently the nearest two Post Offices were in the Orton Centre and at Oakleigh Drive, Orton Longueville.

The Head of Community Resilience and Integration was intending to write to Post Office Ltd, which owned and ran the Post Office Network, to seek their explanation as to what steps had been taken to ensure the needs of all residents in the area were met adequately.

As this petition has received over the necessary 50 signatures it is eligible for debate at a Cabinet meeting. The Lead Petitioner has indicated that she would like to take up this opportunity.

## **7. REASON FOR THE RECOMMENDATION**

7.1 As the petitions presented in this report have been dealt with by Cabinet Members or officers, it is appropriate that the action taken is reported to Cabinet.

## **8. ALTERNATIVE OPTIONS CONSIDERED**

8.1 There have been no alternative options considered.

## **9. IMPLICATIONS**

9.1 There are no legal, financial, or equalities implications arising from the issues considered.

## **10. BACKGROUND DOCUMENTS**

Used to prepare this report, in accordance with the Local Government (Access to Information) Act 1985

10.1 Petitions presented to the Council and responses from officers.

## **11. APPENDICES**

11.1 None.