

# Public Document Pack

## Mid Devon District Council

### Cabinet

Thursday, 5 January 2017 at 2.15 pm  
Exe Room, Phoenix House, Tiverton

Next ordinary meeting  
Thursday, 2 February 2017 at 2.15 pm

Those attending are advised that this meeting will be recorded

## Membership

Cllr C J Eginton	Leader
Cllr R J Chesterton	Deputy Leader and Planning and Economic Regeneration
Cllr K Busch	Environment
Cllr P H D Hare-Scott	Finance
Cllr C R Slade	Community Well Being
Cllr Mrs M E Squires	Working Environment and Support Services
Cllr R L Stanley	Housing

## A G E N D A

*Members are reminded of the need to make declarations of interest prior to any discussion which may take place*

### 1. Apologies

To receive any apologies for absence.

### 2. Public Question Time

To receive any questions relating to items on the Agenda from members of the public and replies thereto.

### 3. Minutes of the Previous Meeting (Pages 5 - 10)

To receive the minutes of the meeting of 1 December 2016.

### 4. Joint Exeter and Heart of Devon (EHOD) Economic Development Strategy (Pages 11 - 62)

Arising from a report from the Economic Development Officer, the Economy Group had recommended that the Joint Economic Strategy be adopted.

5. **Regulation of Investigatory Powers** *(Pages 63 - 76)*

Arising from a report of the Director of Corporate Services and Business Transformation, the Community Policy Development Group had made the following recommendations:

- a) That the Cabinet approve the updated RIPA policy as attached as Appendix 1;
- b) To note that the Council has not used its powers under RIPA since March 2014.

6. **Building Control Partnership between Mid Devon District Council and North Devon District Council** *(Pages 77 - 136)*

Report of the Head of Planning and Regeneration regarding the establishment of the shared services joint committee to facilitate the delivery of the Building Control Service in partnership with North Devon Council.

7. **Local Enforcement Plan** *(Pages 137 - 160)*

Report of the Head of Planning and Regeneration setting out the framework for enforcement activity in Mid Devon.

8. **Local Plan Review 2013 - 2033 - Cullompton Mapping** *(Pages 161 - 164)*

To receive a report of the Head of Planning and Regeneration outlining the amendment to the Cullompton map made under delegated powers.

9. **Proposed Greater Exeter Strategic Plan** *(Pages 165 - 192)*

To receive a report of the Head of Planning and Regeneration making further recommendations on various aspects of the Greater Exeter Strategic Plan (GESP) to be prepared jointly with the Councils of Mid Devon, East Devon, Exeter City and Teignbridge in partnership with Devon County Council.

10. **Special Purpose Vehicle (Property)**

To receive a verbal report by the Director of Finance Assets and Resources.

11. **Financial Monitoring** *(Pages 193 - 210)*

To receive a report of the Director of Finance Assets and Resources presenting a financial update in respect of the income and expenditure so far in the year.

12. **Budget Update** *(Pages 211 - 226)*

To receive a report of the Director of Finance, Assets and Resources considering options available in order for the Council to move towards a balanced budget for 2017/18.

13. **Notification of Key Decisions** *(Pages 227 - 240)*

To consider and note for Forward Plan.

14. **Access to Information Act - Exclusion of Press and Public**

During discussion of the following item it may be necessary to pass the following resolution to exclude the press and public having reflected on Article 12 12.02(d) (a presumption in favour of openness) of the Constitution. This decision may be required because consideration of this matter in public may disclose information falling within one of the descriptions of exempt information in Schedule 12A to the Local Government Act 1972. The Cabinet will need to decide whether, in all the circumstances of the case, the public interest in maintaining the exemption, outweighs the public interest in disclosing the information.

To consider passing the following resolution so that financial information may be discussed.

**Recommended** that under Section 100A(4) of the Local Government Act 1972 the public be excluded from the next item of business on the grounds that it involves the likely disclosure of exempt information as defined in paragraph 3 respectively of Part 1 of Schedule 12A of the Act, namely information relating to the financial or business affairs of any particular person (including the authority holding that information)

15. **Options for the Town Hall Tiverton** *(Pages 241 - 276)*

To receive a report of the Head of Housing and Property Services requesting the Cabinet to consider the outcomes of negotiations for the disposal of Tiverton Town Hall.

**Stephen Walford**  
Chief Executive  
Friday 23 December 2016

Anyone wishing to film part or all of the proceedings may do so unless the press and public are excluded for that part of the meeting or there is good reason not to do so, as directed by the Chairman. Any filming must be done as

unobtrusively as possible from a single fixed position without the use of any additional lighting; focusing only on those actively participating in the meeting and having regard also to the wishes of any member of the public present who may not wish to be filmed. As a matter of courtesy, anyone wishing to film proceedings is asked to advise the Chairman or the Member Services Officer in attendance so that all those present may be made aware that is happening.

Members of the public may also use other forms of social media to report on proceedings at this meeting.

Members of the public are welcome to attend the meeting and listen to discussion. Lift access the first floor of the building is available from the main ground floor entrance. Toilet facilities, with wheelchair access, are also available. There is time set aside at the beginning of the meeting to allow the public to ask questions.

An induction loop operates to enhance sound for anyone wearing a hearing aid or using a transmitter. If you require any further information, or

If you would like a copy of the Agenda in another format (for example in large print) please contact Sally Gabriel on:

Tel: 01884 234229

E-Mail: [sgabriel@middevon.gov.uk](mailto:sgabriel@middevon.gov.uk)

Public Wi-Fi is available in all meeting rooms.



## MID DEVON DISTRICT COUNCIL

**MINUTES** of a **MEETING** of the **CABINET** held on 1 December 2016 at 2.15 pm

### **Present**

#### **Councillors**

C J Eginton (Leader)  
R J Chesterton, K Busch, P H D Hare-Scott,  
C R Slade, Mrs M E Squires and  
R L Stanley

### **Also Present**

#### **Councillor(s)**

F J Rosamond

### **Also Present**

#### **Officer(s):**

Stephen Walford (Chief Executive), Andrew Jarrett (Director of Finance, Assets and Resources), Jill May (Director of Corporate Affairs and Business Transformation), Jenny Clifford (Head of Planning and Regeneration), Liz Reeves (Head of Customer Services), Dawn Harris (Benefits Manager), Catherine Marlow (Conservation Officer), Catherine Yandle (Internal Audit Team Leader) and Sally Gabriel (Member Services Manager)

## 99. **APOLOGIES**

There were no apologies.

## 100. **PUBLIC QUESTION TIME (00-00-45)**

There were no members of the public present.

## 101. **MINUTES OF THE PREVIOUS MEETING (00-00-54)**

The minutes of the special meeting held on 21 November 2016 were approved as a true record and signed by the Chairman.

## 102. **MOTION 530 (CLLRS R L STANLEY AND R J CHESTERTON 19 SEPTEMBER 2016) (00-01-56)**

The following Motion had been forwarded to the Cabinet for discussion:

In order to allow a new, productive future for certain agricultural buildings, permitted development rights have been extended allowing for their use to change without planning permission in certain instances. Procedures allow for local consultation but do not currently recognise a need to consult with Parish Councils. Local communities as represented through Parish Councils, are well placed to identify the likely impacts of proposals and could be identified as a required consultee. Impacts may be cumulative where there is a concentration of proposals within a small area and it is considered that the permitted development rights could be worded to recognise cumulative effects. It is requested that Council write to the Minister to bring these

issues to his attention and request that he amend the General Permitted Development Order accordingly.

The Cabinet Member for Planning and Economic Regeneration explained the reasons behind the motion in that he wished to lobby Government Ministers with regard to Parish Councils having some involvement in the permitted development rights process as a consultee. He felt that particularly in rural areas there could be circumstances where a number of schemes were taking place and such development could have a cumulative effect, Parish Councils had a lot of local knowledge and if consulted could provide important information. This was confirmed by the Cabinet Member for Housing.

Consideration was given to: the impact of cumulative development in rural areas and that good planning was something the minister should be aiming for.

**RECOMMENDED** to Council that Motion 530 be supported.

(Proposed by the Chairman)

103. **RECOMMENDATION FROM ENVIRONMENT POLICY DEVELOPMENT GROUP - DRAFT BUDGET (00-09-04)**

Arising from a report of the Director of Finance, Assets and Resources regarding options available in order for the Council to set a balanced budget, the Environment Policy Development Group had recommended that:

- a) Bulky Waste collection fees be increased by £1 from April 2017; and
- b) Garden Waste collection fees be increased by £1 for both size bins from October 2017.

The Cabinet Member for the Environment emphasised that the recommendation was for the 2017/18 budget year and that if approved within the budget would not come into effect until October 2017.

The Director of Finance, Assets and Resources confirmed that any future increases would be considered in the autumn of each year.

**RESOLVED** that the recommendation be approved.

(Proposed by Cllr K I Busch and seconded by Cllr C R Slade)

104. **COUNCIL TAX REDUCTION SCHEME (00-12-00)**

Arising from a report \* of the Director of Finance, Assets and Resources, the Community Policy Development Group had recommended that: the reasons for the proposal, the consultation process and requirement to approve a revised scheme by 31 January 2017 be **NOTED** and that the following be **RECOMMENDED** to Council:

- a) The proposed changes to Council Tax Reduction Scheme from 1 April 2017 as detailed in Appendix 1 subject to an amendment shown in para 4 of this report be approved.

- b) The updated Council Tax Reduction Exceptional Hardship Policy (Appendix 4) be approved.
- c) Delegated authority be given to the Director of Finance, Assets and Resources to make any minor amendments to the scheme where there appears to be ambiguity in relation to wording of the scheme and the Council's intent for the scheme.
- d) The requirement to read and consider the Equality Impact Assessment and consider the impact of the proposed changes be noted.

The Cabinet Member for Finance outlined the contents of the report stating that the Council Tax Reduction (CTR) also known as Council Tax Support was introduced on 1 April 2013 and replaced Council Tax Benefit, which was fully funded by the Department for Work and Pensions. The scheme for Working-age customers (those below the age to claim State Pension) was set out in the Council Tax Reduction Scheme Policy. The requirement to have a policy was within S13A and Schedule 1a of the Local Government Finance Act 1992. He informed the meeting that council tax collection rates remained high.

**RESOLVED** that the reasons for the proposal, the consultation process and requirement to approve a revised scheme by 31 January 2017 be **NOTED**.

(Proposed by Cllr P H D Hare-Scott and seconded by Cllr Mrs M E Squires)

**RECOMMENDED** to Council:

- a) The proposed changes to the Council Tax Reduction scheme as detailed in Appendix 1 of the report subject to an amendment shown in paragraph 4 be approved.
- b) The updated Council Tax Reduction Exceptional Hardship Policy (Appendix 4) be approved.
- c) Delegated authority be given to the Director of Finance, Assets and Resources to make any minor amendments to the scheme where there appeared to be ambiguity in relation to wording of the scheme and the Council's intent for the scheme.
- d) The requirement to read and consider the Equality Impact Assessment and consider the impact of the proposed changes be noted.

(Proposed by Cllr P H D Hare-Scott and seconded by Cllr M E Squires)

Note: \*Report previously circulated, copy attached to minutes.

#### 105. **TAX BASE CALCULATION (00-15-28)**

The Cabinet had before it a \*report of the Director of Finance Assets and Resources detailing the statutory calculations necessary to determine the Tax Base for the Council Tax.

The Cabinet Member for Finance outlined the contents of the report stating that this was a statutory function and a legal requirement, the Council would set its budget using Council Tax information as at 30 November each year in accordance with the Local Authorities (Calculation of Council Tax Base (England) Regulations 2012

**RECOMMENDED** to Council that the calculation of the Council's Tax Base for 2017/18 be approved in accordance with The Local Authorities (Calculation of Tax Base) (England) Regulations 2012 at **27,876.12**.

(Proposed by Cllr P H D Hare- Scott and seconded by Cllr R L Stanley)

Note: - \*Report previously circulated, copy attached to minutes.

#### 106. **TIVERTON MEMORIAL GARDEN PROJECT (00-16-34)**

The Cabinet had before it a \*report of the Conservation Officer seeking agreement for the continued work of the Tiverton War Memorial Project working group and its allocated financial resource.

The Cabinet Member for Planning and Economic Regeneration outlined the contents of the report stating that in 2014 as part of the masterplanning exercise for the centre of Tiverton there had been a desire to relocate the Burma Star memorial and create a new war memorial in the town. A project group had been formed which consisted of representatives from the District Council, Devon County Council Tiverton Town Council, the Burma Star Association and the Royal British Legion. The original relocation site had been at Angel Hill close to the British Legion building, however as a result of feedback received via the public consultation an alternative site was considered in Phoenix Lane. He highlighted the area under consideration adjacent to Gotham House.

Consideration was given to:

- The funding for the project
- The relocation of the curved bench around the Rotary wishing well, possibly to the Pannier Market or Market Walk
- The landscaping of the new memorial garden and the need for it to be an area for contemplation
- The enhancement of Phoenix Lane

**RESOLVED** that the Tiverton War Memorial Project be supported and that work be continued in securing a new war memorial installation and garden setting in Phoenix Lane, Tiverton.

(Proposed by Cllr R J Chesterton and seconded by Cllr C R Slade)

Note: - \*Report previously circulated, copy attached to minutes.

#### 107. **FREEDOM OF INFORMATION POLICY (00-25-01)**

The Cabinet had before it a \* report of the Head of Customer Services seeking to review and update the Freedom of Information Policy (FOI) and Environmental Information Regulations (EIR).

The Cabinet Member for the Working Environment and Support Services outlined the contents of the report stating that since 1<sup>st</sup> January 2005 all requests for information received by a public authority have had to be answered in accordance with the Freedom of Information (FOI) Act 2000 or the Environmental Information Regulations 2004 (EIR). The only exception to this was a request for personal information where the individual could request their own personal data, called a Subject Access Request (SAR). The main principle behind FOI legislation was that people had a right to know about the activities of public authorities, unless there was a good reason for them not to. Access to information helped the public hold public authorities to account for their actions and allowed public debate to be better informed and more productive. Access to official information could also improve public confidence and trust if government and public sector bodies were seen as being open.

Consideration was given to:

- The cost of running the service
- The need for open data sets to be increased on the website so that more information was available to the public which may decrease the number of FOI requests.

**RESOLVED** that the updated policy be approved.

(Proposed by Cllr Mrs M E Squires and seconded by Cllr C R Slade)

Note: - \*Report previously circulated, copy attached to minutes.

#### 108. **PERFORMANCE AND RISK (00-32-12)**

The Cabinet had before it and **NOTED** a \*report of the Director of Corporate Affairs and Business Transformation providing Members with an update on performance against the corporate plan and local service targets for 2016-17 as well as providing an update on the key business risks.

The Internal Audit Team Leader walked Members through the report and Cabinet Members were invited to highlight issues within their portfolios.

Discussion followed with regard to:

- Rent arrears - performance relating to the collection of rent owed by current tenants was ranked 4<sup>th</sup> out of 310 registered providers who had submitted data. In addition, MDDC ranked 1<sup>st</sup> out of a list of 20 similar sized Councils with retained stock, in relation to this area of performance
- Empty shops in Cullompton
- Food Safety
- Air Quality

Note: - \*Report previously circulated, copy attached to minutes.

109. **CABINET MEMBER DECISION - ENVIRONMENT. (00-44-13)**

The Cabinet **NOTED** that the following decision had been made by the Cabinet Member for the Environment:

To give free car parking for the first three Saturday's in December (3<sup>rd</sup>, 10<sup>th</sup> and 17<sup>th</sup>) plus a 4<sup>th</sup> day (Saturday 26<sup>th</sup> November for Tiverton and Cullompton and Saturday 24<sup>th</sup> December for Crediton) in the long stay car parks of:

Multi-storey car park, Tiverton

Station Road, Cullompton

St Saviours Way, Crediton

110. **NOTIFICATION OF KEY DECISIONS (00-46-00)**

The Cabinet had before it and **NOTED**, its rolling Plan for January 2016.

Note: - \*Report previously circulated, copy attached to minutes.

(The meeting ended at 3.03 pm)

**CHAIRMAN**

**ECONOMY PDG**  
**17 NOVEMBER 2016**

## **JOINT ECONOMIC STRATEGY UPDATE**

**Cabinet Member** Cllr Richard Chesterton, Cabinet Member for Planning and Economic Regeneration  
**Responsible Officer** Chris Shears, Economic Development Officer

**Reason for Report:** To provide members with an update on the development of the Joint Economic Strategy for Exeter and the Heart of Devon (EHOD).

**RECOMMENDATION:** That the PDG recommends to the Cabinet that the Joint Economic Strategy be adopted.

**Relationship to Corporate Plan:** The economy is one of the Council's key corporate priorities within the Corporate Plan.

**Financial Implications:** None at this stage.

**Legal Implications:** No legal implications.

**Risk Assessment:** None

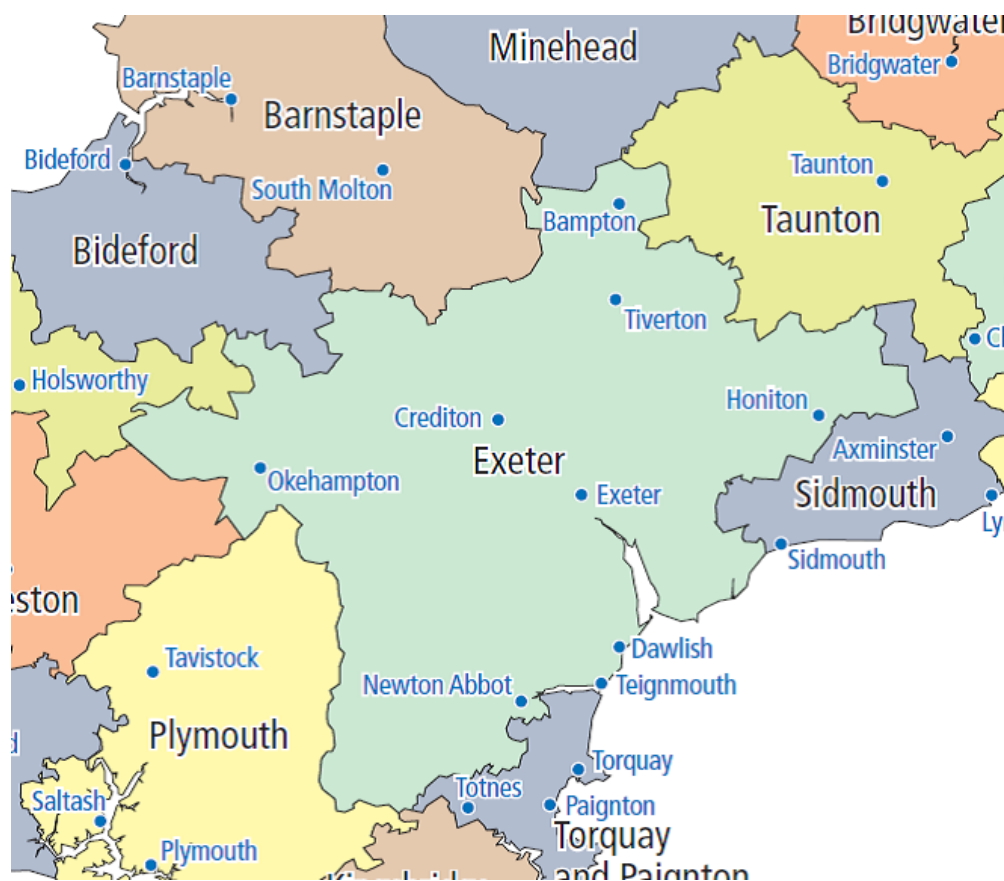
### **1.0 Introduction**

- 1.1 Mid Devon District Council has been working collaboratively with neighbouring local authorities, Exeter, East Devon and Teignbridge, to develop a joint economic strategy that sets out our collective growth ambitions, priorities and approach that we will take to support economic growth and development for the Greater Exeter area.
- 1.2 No new resource or structural changes are being put forward in this Strategy – only an assurance that EHOD authorities continue to dedicate the existing economic officer resource to the 4 key EHOD intervention areas where we can show collaborative working to be more effective and efficient in delivering outputs for our local authority areas beyond what we could achieve in isolation.
- 1.3 Members are invited to provide feedback on the draft Strategy by the 24<sup>th</sup> of November, and a final draft is expected to be produced by the partnership on 7<sup>th</sup> of December 2016. It will then be sent to the Cabinet for their endorsement on 5<sup>th</sup> January 2017.

### **2.0 Summary of the Strategy**

- 2.1 The Strategy is a partnership agenda that builds on current collaborative activities: the four authorities have been delivering a range of joint economic development projects and programmes for a number of years. We share a functional economic geography, have many of the same aspirations and

recognise that more can be achieved working together, particularly in an environment where resources are increasingly scarce.



- 2.2 The document sets out key activities and a mechanism to formalise and make a step change in partnership working. It is not about a 'combined economic development service' but a practical response to the need to secure efficiencies and maximise impact.
- 2.3 It communicates a shared agenda for sustainable economic growth to maximise leverage for the region.
- 2.4 The strategy sets out a pragmatic approach to shape and deliver interventions that will make a difference in terms of business growth and investment. Critically, it focuses on those activities where clear economies of scale and efficiencies can be achieved:
  - Business transformation
  - Inward investment
  - Employment and skills
  - Strategic planning and infrastructure
- 2.5 It has a focus on inward investment and attracting new, quality jobs as well as supporting and working with existing businesses to help them to grow.
- 2.6 It is a shared approach, with each authority taking responsibility for leading on specific thematic areas, committing staffing and budget to deliver that activity.
- 2.7 The Economic Strategy has not been prepared in isolation. The four authorities have been mindful of the need to align the strategy with the LEP and DCC growth plans to ensure a strong, shared voice for the region.



- 2.8 Economic Development Officers across the four authorities have ensured that their respective Portfolio Holders and leadership teams are informed and engaged in our partnership work throughout. This has enabled us to make significant progress within our shared functioning economic market area.

**Contact for more Information:** Chris Shears, Economic Development Officer  
**Circulation of the Report:** Cllr Richard Chesterton and Stephen Walford

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# A shared strategy for economic growth and prosperity 2017–20

Version 1  
November 2016  
Draft



Pragmatic in its focus, the strategy sets out how our economic development teams are working effectively on the areas where our respective council/corporate plans overlap.

The strategy also sets out our collective growth ambitions, priorities and future approach that we will take to support economic growth and development for the greater Exeter area.

No new resource or structural changes are being put forward in this strategy – only an assurance that EHOD authorities continue to dedicate the existing economic officer resource to the four key EHOD economic initiatives where we can show collaborative working to be more effective and efficient in delivering outputs for our local authority areas beyond what we could achieve in isolation.

5	Foreword
8	Realising our growth potential
10	Our shared strategy
20	Policy alignment
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38	Implementation and delivery
	Appendices
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45	2 EHOD inward investment memorandum of understanding
46	3 EHOD shared strategy: synergy matrix



Exeter International  
Airport is a key attractor  
to inward investors

# Foreword

We are pleased to present our Shared Economic Strategy for Exeter and Heart of Devon (EHOD), which sets out our growth ambition, priorities and approach that we will take to enable the growth of the regional economy. This is a joint agenda across the four Councils that make up the EHOD sub-region, taking into account the different opportunities and challenges across our local authority areas of Exeter City, East Devon, Mid Devon and Teignbridge.

Creating a sustainable high performing economy at a time of comparative uncertainty is at the heart of our strategy and action priorities. We have established priorities around increasing high-quality jobs, attracting and retaining investment, unlocking and enabling development as well as improving productivity, skills, qualifications and employability. This Shared Economic Strategy sets out a shared vision and framework to steer the economic interventions of the Councils and partner organisations. We cannot create jobs and wealth in isolation, but we can create the right environment for businesses to grow and flourish.

Creating a sustainable high performing economy at a time of comparative uncertainty is at the heart of our strategy and action priorities

We will use the Shared Economic Strategy to communicate to partners our ambitions and plans, with a view of improving collaboration and maximising leverage. The strategy will address the key themes of the Heart of the South West Local Enterprise Partnership (HOTOSW LEP) Devolution Prospectus and support the delivery of the emerging Single Productivity Plan, maximising the effectiveness of the group's work with the HOTSW LEP. It will complement the ambitions of the updated

EAST DEVON DISTRICT COUNCIL

*Signature here*

Cllr Paul Diviani  
*Leader*

*Signature here*

Cllr Philip Skinner  
*Economy PFH*

EXETER CITY COUNCIL

*Signature here*

Cllr Pete Edwards  
*Leader*

*Signature here*

Cllr Rosie Denham  
*Economy & Culture PFH*



Devon Strategy for Growth, shaping our conversations with Devon County Council and our partners in supporting delivery of the wider regional growth programmes. It will also help better co-ordinate our collaboration with the business community to drive forward our economic growth plans.

The collaborative approach our respective Economic Development teams have developed is strong in its pragmatism and representativeness. We have acted on efficiencies and are exploiting opportunities for shared sub-regional economic growth, whilst still delivering on our local economic priorities at district level. This incremental approach to economic partnership is de-risked. It enables the local delivery of individual Corporate Plan requirements and presents an optimal shared platform for the identification of robust and deliverable employment and infrastructure allocations through joint Strategic and Spatial Planning.

This EHOD economic partnership and Shared Strategy is endorsed by the Leader and Portfolio Holder (PFH) for each of the four EHOD authorities. We will continue to dedicate an Economic Development resource to ensure the EHOD partnership continues to deliver the strategy's economic initiatives.

MID DEVON DISTRICT COUNCIL

*Signature here*

Cllr Clive Eginton  
*Leader*

*Signature here*

Cllr Richard Chesterton  
*Deputy Leader  
Planning & Economic  
Regeneration PFH*

TEIGNBRIDGE DISTRICT COUNCIL

*Signature here*

Cllr Jeremy Christophers  
*Leader*

*Signature here*

Cllr Doug Hellier-Laing  
*Economy, Skills & Tourism PFH*

# Realising our growth potential

## Our sub-region incorporates three overlapping functioning economic market areas

### The area

Our sub-region incorporates three overlapping functioning economic market areas (FEMAS) within the South West Region: the 'M5 Corridor', 'South Central' part of the region and the 'A303', which includes parts of East Devon, adjacent to Exeter and Mid-Devon. We can also be described as a city-region, with Exeter at the core of an interdependent rural and coastal hinterland.

The structure and strength of the economy of Exeter is a key regional driver for the EHOD economy and is recognised as the central economic hub by EHOD districts. Similarly, there is a shared recognition that Exeter's housing and economic needs will increasingly be met beyond the borders of Exeter, within East Devon, Mid Devon and Teignbridge.

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Fig. 1: EHOD sub-region



# Our shared strategy

## The EHOD shared strategy defines our joint growth ambitions and how we aim to increase competitiveness and improve productivity in the area

The importance of Exeter and Heart of Devon (EHOD) as an economic hub and focus for growth within Devon is clear. The sub-region's economy has recorded strong growth in recent years, outperforming the county and Heart of the South West LEP (HOTSW LEP) average on a number of indicators. We will build on our distinctive competitive and environmental advantages:

- World class research, education, and training organisations.
- Central location in the South West with good transport access by road, rail, and air.
- Outstanding strategically important employment sites and office locations.
- Competitive consistently lower rents and rates to comparable sub-regions.
- High quality of life, with rich cultural heritage and natural landscape and a variety of urban centres, thriving market towns and small communities.

Whilst the local economy has shown itself to be relatively resilient through recent economic difficulties, the area faces a number of challenges. These need to be addressed in a coordinated and collaborative way if EHOD is to realise its growth potential. These include poor performance in terms of productivity, low average earnings and some skills deficiencies. The availability of high end broadband capacity is an issue in a number of our business locations. A shared challenge is the lack of physically available and deliverable employment land to accommodate different levels of growth requirement – many in response to indigenous growth.

More recently, the potential impact of a changed economic relationship with the European Single Market must also be considered in terms of how we might adapt our collaborative working, especially in our approach to encouraging inward investment.





Exeter is EHOD's  
economic hub

The EHOD Shared Strategy defines our joint growth ambitions and how we aim to increase competitiveness and improve productivity in the area. This is a partnership agenda between four local authorities and represents a major opportunity to have a strong, shared voice for the region and make a step change in our collective efforts to drive the economic growth of the area. The focus is on inward investment and attracting new, quality jobs, as well as supporting and working with existing businesses to help them to grow.

The Shared Strategy has not been prepared in isolation. It takes account of the Government's own 'Plan for Growth', the HOTSW LEP's Strategic Economic Plan (SEP) and the developing Single Productivity Plan (SPP)

for the area, together with the refreshed Devon Strategy for Growth and EHOD Skills Plan Evidence Base. We are already supporting delivery of a range of growth projects, including the major transformational £2 billion Exeter and East Devon Growth Point, as well as the ground-breaking development of a new joint Greater Exeter Strategic Plan (GESP). We need to ensure we are working in synergy to develop these programmes further, maximising our promotion of inward investment to populate existing strategic employment areas, whilst informing the identification of future sites best suited to economic growth.

As an area, we share many of the same aspirations and recognise that more can be achieved working together, particularly in an environment where resources are increasingly scarce. The assets, opportunities and level of collaboration and partnership working demonstrate that with the right strategy in place, EHOD has the potential to build its profile and competitive position in order to compete for investment, talent and high quality jobs. In this sense, our Shared Strategy is straightforward in its scope. It promotes a less fragmented, more collaborative working arrangement between our local authorities on the shared economic objectives articulated in our individual Council/Corporate Plans.

These areas of economic overlap we have identified as:

See page 29  
'Shared economic  
initiatives'

A *Business Support and Transformation*: we each share a commitment to supporting the success and development of businesses in our respective districts. It makes sense to work together, pooling resource to unlock value through joint contracting which also ensures consistent, high quality support provision across our functioning economic geography.



## Where our work overlaps, it's easy to demonstrate the added value of joint working

- B *Joint approach to inward investment*: companies don't see local authority boundaries and our ED teams working to attract these businesses recognise this fact. We share a wish to see an increased number of skilled, well paid jobs through successful inward investment. Whereas we would struggle to promote any single district, we can work together more effectively to market Exeter and the Heart of Devon and maximise the chance of successful investment.
- C *Strategic planning*: employment land and infrastructure. Most recently, we have responded as a partnership in becoming part of the formal planning structure to ensure the right employment opportunities and required infrastructure will be identified through our GESP.
- D *Employment and skills*: improved engagement working together in partnership with our EHOD Employment and Skills Board is crucial to create a world class workforce and maintain our competitive position. Given the labour market challenges currently faced by EHOD, we will be more successful in promoting the area to high value inward investors if we can tailor skills delivery to the future needs of these businesses.

As Economic Development teams, we will continue to deliver on our individual district level Economic Development Strategies and Service Plans, but where our work overlaps, it's easy to demonstrate the added value of joint working to maximise efficiencies and avoid duplication and inconsistency.



Fig. 2: economic development work overlap



## We need to address opportunities and threats to strengthen the local economy

### Our challenges

Our review of the socio-economic profile of the EHOD area has identified a number of opportunities and threats, which we need to address to strengthen the local economy. These have informed our economic initiatives later outlined and include:

#### *EHOD strengths and opportunities*

- Significant growth potential beyond Enterprise Zone
- Recognised as an opportunity area in HOTSWE LEP's current priorities
- Delivery focus on the Devolution Prospectus priorities (See Appendix 3)
- Met Office High Performance Computer
- Development of the knowledge economy
- Tourism helping to promote inward investment and workforce relocation
- Potential of Exeter City Futures to shape change

#### *EHOD threats and weaknesses*

- Ageing workforce and population
- Rural communities becoming more dormitory, increasing commuting and loss of sustainability
- Lack of ability to bring forward employment land within a constrained timescale
- Low number of JSA claimants (limited pool for new jobs)
- Enterprise Zone can present challenges for existing EHOD employment sites
- Hinkley Point C could exacerbate skills shortages
- South West sectors disproportionately reliant on trade with European Single Market

Much can be missed with acting only on the opportunities available for us to grow our economy, without fully addressing some of our most pressing shared challenges. These too require further analysis to develop a shared understanding to enable an effective joint response.

Our current challenges include:

- The area faces a widening ‘productivity gap’ compared with other parts of England. In relative terms, the North Devon economy has overtaken EHOD in terms of productivity growth (SQW, June 2015)
  - GVA per job is the most accurate measure of productivity. EHOD’s contribution to Devon’s total GVA has dropped from 65% in 2000 to 62% in 2014 (SQW, June 2015)
  - North and South West Devon contribute considerably less to Devon’s overall GVA (38%). However, their annual GVA growth rate (2.76% and 2.49% respectively) is higher than EHOD’s at 1.88% (2000 to 2014). In this way, they are gradually catching up to EHOD in terms of overall contribution to Devon’s total GVA (SQW, June 2015)
  - Devon’s productivity was 84% of the England average in 2000. This gap has widened to 80% (2014) (SQW, June 2015)
- The sectoral composition of the economy is dominated by low value, low productivity jobs, which largely service the needs of the local population
  - The sectoral composition of the EHOD area is over-represented in ‘Public admin, education and health’ (33% compared a UK figure of 27%) along with ‘wholesale and retail’ (19% compared with 16% nationally). (ONS Business Register and Employment Survey, 2015)
  - To put this into context, in 2014 it was estimated an average of 26% of jobs across the EHOD area paid below the recommended living wage. This equates to over 45,000 low paid jobs across EHOD (Annual Survey of Hours and Earnings (2014 – provisional))
- Earnings are lower than average in most of the EHOD area and link to housing affordability and relative poverty
  - Wages are broadly comparable across the EHOD area. By place of residence, they are lowest in Teignbridge (£440.80/week) and highest in East Devon (£498.90/week) (ONS annual survey of hours and earnings – resident analysis, 2015)
  - By place of work (not residence), wages are notably higher in Exeter (£536.50/week) than in the rest of EHOD (EHOD less Exeter £446.40/week) (ONS annual survey of hours and earnings – workplace analysis, 2015)

- Average EHOD wages (£20,491 pa) are still lower than both the South West (£21,283 pa) and England (£22,716 pa) average (ONS, 2015)
  - EHOD has a higher house price ratio than the rest of England (9 times the average salary compared to 7.5 times nationally) (Housing Market Profile, July 2016). With higher house prices and lower than average wage levels, many young skilled workers move out of the county to pursue careers and more affordable housing
  - For Exeter, the loss of employment premises to residential use is being compounded by the loss of sites to student accommodation
- 
- Our labour market is limited in size. Low unemployment means a shortage of workers and shortage of skills required for our businesses to expand. This is exacerbated by demographic change with a loss of young adults and a growing proportion of retired people
- 
- Employment rates in all four EHOD authorities (82.2%) are higher than the South West (77.4%) and the UK (73.7 %) (ONS annual population survey, 2016).
  - The average overall unemployment rate across EHOD (3.2%) is lower than the South West (3.9%) and UK (5.1%) (ONS annual population survey, 2016).
  - The proportion of economically active residents claiming Job Seeker's Allowance (JSA) across EHOD is (0.8%) This is considerably lower than the UK JSA claimant rate (1.5%) and the South West average (1.00%) (DWP benefit claimants - working age client group, 2016). At the time of writing, EHOD has just 2,200 JSA claimants (DWP benefit claimants – working age client group, 2016) many of whom are longer term unemployed and have multiple barriers, limiting our labour market and presenting challenges for our growing businesses and major inward investment.
  - The 65+ age group is the only age group currently growing as a proportion of EHOD's overall population (ONS Predictions based on Census data, 2011)
  - We face a potential drop in the net migration of younger workers following the UK decision to leave the EU. This could mean fewer employees available to all of our business sectors, including those supporting this ageing population.

## We are working to improve our connectivity and infrastructure

- There is a lack of physically available and deliverable employment land to accommodate indigenous growth and inward investment opportunities
  - Exeter City has just 6 acres of available employment development land with only a further 6 hectares in the pipeline
  - Teignbridge, East Devon and Exeter have employment allocations adopted within their Local Plans which are challenged in terms of their deliverability
  - Environmental, landscape and geographical constraints make it difficult to deliver economic growth outside of these allocated sites
  - The Growth Point employment sites are coming forward, but more slowly than anticipated
  - Infrastructure constraints remain with Junction 29 and 30 of the M5 currently beyond capacity and A303, A30 and A358 improvements planned
- Our location in the South West and access to key economic markets is an important issue. We are working to improve our connectivity and infrastructure, particularly mobile and broadband
  - Connecting Devon and Somerset are set to achieve 90% of premises with access to superfast broadband by Dec 2016. This leaves our more deeply rural settlements and employment sites without sufficient broadband access.
  - Over the past 15 years Devon has seen an increase of 13% more traffic on major roads (Department of Transport, 2015).
  - The Chancellor has committed to delivering at least £7.2 billion of investment in transport in the south west and deliver a step change in digital connectivity (Jan, 2015).
  - We are still facing serious challenges in our utilities capacity and the associated ability to bring new employment land forward. Investment in utilities infrastructure has waned in recent decades, particularly electricity and gas and major investment is required across the South West.

Further information about the EHOD economy is included in Appendix 1

Our focus is to secure better jobs, a skilled labour market and a higher value business base. We need to collectively steer our own economic destiny and do so in a manner that creates sustainable opportunities, particularly for our talented young people and graduates.

# Policy alignment

This strategy has not been prepared in isolation. The four authorities have been mindful of the need to align the strategy with relevant policy and the LEP and DCC growth plans, to ensure a strong, shared voice for the region.

Our Shared Strategy sits in a policy hierarchy that flows down from Central Government policies on employment, planning, business support, innovation, skills and learning and investment, through to sub-regional and local policies and strategies. Fig. 3 sets out the policy framework and defines the core role and function of the Shared Strategy.

We will ensure that the priorities contained within the Shared Strategy appropriately reflect those of the HOTSW LEP's Devolution Prospectus, Strategic Economic Plan and Single Productivity Plan. We will also ensure that our work delivers on the relevant areas of the refreshed Devon Strategy for Growth, maximising our alignment with both current and emerging funding streams. See Appendix 3 for more detail.

Equally important is that our own intimate knowledge and insight of our local, shared economic growth opportunities and unique delivery capabilities are reflected in these emerging works, as well as our own district level strategies. Only then will the region's higher level strategic ambition connect through to local economic resources and their commercially informed capacity to deliver.

The Growth Point is a significant feature of the EHOD area, even more so as it will soon be located within an Enterprise Zone. This will create a step change in investment and job creation and an up-lift in funds available for increasing productivity and economic benefits across our wider economic area. It will also offer discounted rates to new businesses locating in the zone, simplified planning rules and other support, such as enhanced broadband provision.

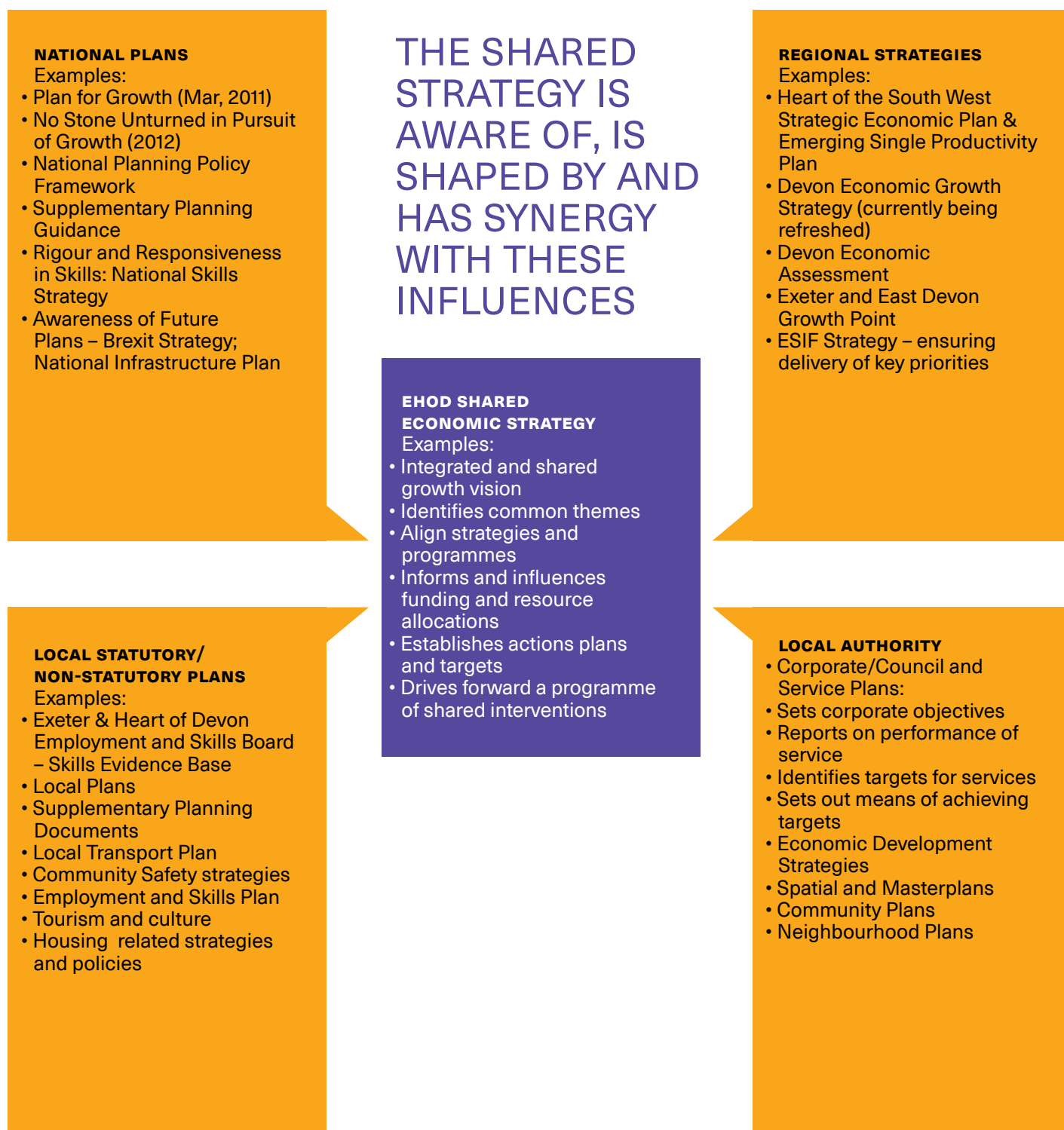




Teignmouth's Pavilions is an arts and community venue promoting sustainable economic growth, providing valuable employment



Fig. 3: strategic fit



# Our growth ambition and strategic priorities

## The emphasis is on establishing EHOD as a leading knowledge economy and entrepreneurial region in the UK

### Our growth vision

Our ambition is to strengthen the EHOD economy to secure sustainable growth through creating more, higher-value, better-paid jobs. We will provide an environment that creates opportunities for business growth that make a positive difference to people's lives, with businesses that start, stay and invest in the area.

The emphasis is on establishing EHOD as a leading knowledge economy and entrepreneurial region in the UK, building on our comparative advantages, specifically our innovation assets including the University of Exeter, the Met Office, its 'super computer', the Science Park Centre and our growing knowledge sectors.

By 2040, EHOD will have been transformed to a leading business location, attracting more high value investors and businesses through its diverse and skilled workforce; high-quality commercial sites; local services; accessibility to transport links and strategic routes to the south west, UK, continental and global markets.

The strategy focuses on agreed actions to help create the right business, employment and workforce environment – enabling the sub-region to realise its growth ambition.

Our purpose is to support the right conditions for growth and sustainable investment in the EHOD economy. We need to achieve SMART growth, using our resources for maximum impact and focusing on our growth sectors and clusters of activities, that will create high-value jobs and seek to improve the level at which our existing workforce is employed.

We need to use our Shared Strategy to articulate to partners our ambitions and plans with a view of improving collaboration and maximising leverage. The strategy will help shape our conversations with the HOTSW LEP in supporting delivery of the wider regional growth programmes and unlocking development funding.

# Our purpose is to support the right conditions for growth and sustainable investment in the EHOD economy

## Underlying principles

Our growth priorities and activities are underpinned by a number of principles:

- *Partnership and collaboration*: more than ever, delivery of the Shared Strategy will be about working in partnership to get the most from scarce resources. This will include formalising how EHOD works and establishing a new relationship with the private sector to drive forward our growth agenda.
- *SMART growth*: our Shared Strategy seeks to increase productivity without damaging the quality of life or the environment of the area. This more sustainable approach to development means driving economic growth through knowledge, innovation and creativity.
- *Equality*: social equality and ensuring that all residents benefit from growth will be at the heart of the Shared Strategy, articulated by ‘every individual matters’ in our EHOD Employment and Skills Plan & Evidence Base (2015).
- *Maximising financial incentives*: a driver will be to maximise income from the various financial mechanisms introduced by central government to generate additional revenue for each council as core grant funding is reduced. Specifically the New Homes Bonus, Community Infrastructure Levy and business rates retention will be central.
- *Understanding, monitoring and communicating trends*: our plans and activities will be based on sound research and intelligence to support and monitor economic change.

Fig. 4: how we work together to achieve our overall priority



Exeter Science Park,  
the south west's home to  
science and technology







# Shared economic initiatives

### **A Business transformation**

The Shared Strategy will build on the strengths of our business base. Over the next three-year period, the focus will be on supporting the creation of new, high-value businesses and jobs, as well as supporting the growth of our existing companies. Given proposed changes to the funding of core services through retained business rate revenue, local authorities now have an even more vested interest to promote and secure this growth.

High levels of new business formation are an essential quality of a dynamic local economy. We recognise that achieving this increase in the business birth rate will be a long-term process. We need to build the foundations to foster the next generation of entrepreneurs, ensuring existing businesses have the right support to grow, innovate and become more competitive.

Over 90% of the sub-regional economy consists of small and micro enterprises operating in niche sectors. If they are able to continue to innovate and diversify, they will remain successful and continue to grow.

We have identified key industry sectors which will provide a focus for initial priority action:

- Professional Scientific and Technical Services
- Engineering
- Big Data and Environmental Futures
- Digital Economy
- Leisure and Tourism

Leisure and tourism is unlikely to reduce the productivity gap or develop the knowledge economy, but contribute significantly to the quality of life of people living in the EHOD area. This will play a strong role in encouraging skilled workers to stay in the area, and to relocate to EHOD from outside the area.

We will concentrate on our existing and emerging competitive strengths within these industry sectors to ensure that the right mix of people, skills and technology is available to improve productivity, competitiveness and profitability.



The four EHOD authorities have been working closely together to achieve positive tangible outcomes for our business communities. Our actions demonstrate that this collaborative approach to a more consistent and inclusive business support service is effective and provides far better value for money. Achievements include:

- The development and procurement of a joint business support service for businesses in the EHOD area – ‘Business Boost’. This means that all businesses start-ups within EHOD are able to access the same, high quality service, simplifying the support landscape and increasing the value for money achieved in funding the service.
- Joint procurement of business intelligence systems and sharing of business data. This enables economic development services to better understand the economic landscape; respond more effectively to incoming business enquiries; to identify business needs, and to shape the best methods of meeting these needs. This will also enhance future collaborative project development.

We will continue to seek and engage with funding opportunities to deliver new business support services and to extend the longevity of our existing support provision.

The four EHOD authorities have been working closely together to achieve positive tangible outcomes for our business communities

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### PARTNERS' ACTIONS

- Design and implement a comprehensive all-age entrepreneurship and enterprise programme to accelerate new business start-ups.
- Monitor and evaluate our jointly contracted Business Boost support programme to ensure the growth and expansion of a world-class business support network.
- Design and develop a series of cluster development programmes prioritising the sectors outlined above that show potential for growth and development.
- Encourage the commercialisation of the research and development capability of the University of Exeter.
- Design and implement an EHOD workspace strategy and action plan for thriving start-ups and move-on space for next stage growth.
- We will work with our partners across the EHOD region, committed to establishing the Greater Exeter region as one of the UK's leading knowledge economies, foremost in the areas of high performance computing, data analytics and environmental futures.
- Work to ensure the fast-tracking of all planning applications associated with employment growth within EHOD
- Remove a key barrier to growth by pushing for pre-application consultation fees to be removed for all small scale applications associated with business growth

### **B Inward investment**

Attracting inward investment is fundamental to achieving our growth ambitions for EHOD. We need to generate a more in-depth understanding and intelligence regarding our growth sectors and sharpen our focus on how we enable investment and growth in our priority sectors.

Through joint initiatives, such as the Exeter & East Devon Growth Point and ExIST, EHOD continues to be an attractive location for inward investment, garnering 600 to 1,000 annual enquiries to expand or relocate within the area. Plans for a new Enterprise Zone at the Exeter & East Devon Growth Point will enhance the ability to attract investment into EHOD. However, we need to develop and implement a more effective enquiry-handling service to convert high value, knowledge based business enquiries

into secured investment. We will co-ordinate all activity relating to inward investment, drawing together all interests and activities to unite all involved behind one common vision and resource pool. The aim is to attract significant investment, create sustainable high quality employment, raise income levels and identify the challenges that need to be addressed to raise innovation levels, including retaining and attracting ambitious young people to the area.

We will design and implement a proactive approach in the form of a new Inward Investment Programme. We will focus the core sectors we have identified, functions and geographies, which will be carefully researched. Activities will be prioritised to ensure best use of resources and effective marketing, building on our USP and an appropriate blend of media collateral. In addition, we will, in partnership with the Dept. for International Trade (DIT, formerly UK Trade and Investment), the HOTSW LEP and Devon County Council, re-shape our engagement with key employers through a consistent Key Account Management approach to proactively manage relationships with all strategically important businesses.

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#### PARTNERS' ACTIONS

- Work with DIT, the HOTSW LEP and partners in Devon County Council to promote and market the EHOD offer regionally, nationally and internationally
- Develop and implement a proactive Inward Investment programme and 'soft-landing package' – consistent across all EHOD authorities. This will define our targeted inward investment sector priorities based on our existing strengths and national relevance
- Continue to develop the Commercial Property Register and EHOD CRM system to strengthen information exchange, joint handling of enquiries, referrals and performance monitoring
- Formalise a shared approach to Key Account Management to work with companies to retain and grow our key employers, which aligns with the strategic and global accounts managed by DIT
- Monitor feedback and record any reduction in inward investment activity associated with the UK's withdrawal from the European Union (EU). Report direct to the HOTSW LEP, DIT and Department for Communities and Local Government (DCLG). Adapt our engagement and EHOD promotion to mitigate any such impact.

### **C Strategic planning and infrastructure**

Successful economies also need adequate infrastructure to provide the basis for smart economic growth. The quality of our economic infrastructure is of strategic importance to business growth. The reliability of transport networks – road, rail and air, the security and cost of energy, the resilience of water and waste services and the speed of broadband connections are all critical factors for business.

The EHOD local authorities along with Devon County Council have commenced work to align planning policy and development strategy through the production of a joint Greater Exeter Strategic Plan (GESP). This will guide change and development over the next 25 years. It is through this process that the EHOD partnership can support and guide the identification and delivery of suitable employment sites.

The process includes the production of a Housing and Economic Land Availability Assessment (HELAA) that will cover the whole of the EHOD area. This will be informed by an Economic Development Needs Assessment (EDNA) that has recently been commissioned. We will support the development of the EDNA through a robust analysis of the jobs and growth scenarios underpinning this work.

Our EHOD partnership will also provide business intelligence to ensure that the HELAA methodology is sound in its approach to the identification and assessment of employment land. We will do this by ensuring that deliverability and viability underpins the identification of these strategic employment sites across the EHOD geography – directly informing more robust allocations within our respective Local Plans. We will then enable future growth by supporting and bringing forward investment in these key development sites through supporting indigenous business growth and promoting inward investment.

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## PARTNERS' ACTIONS

- Help ensure the HELAA methodology and pro-forma is robust and captures information to inform an assessment of the deliverability of land put forward for employment use
- EHOD ED Officers commit to ongoing attendance on the HELAA panel. This will help ensure that the delivery of housing across EHOD is balanced against the delivery of sufficient employment premises. In this way, we will be promoting the right mix of housing and employment land in the right locations to meet the needs of businesses now and in the future
- Engage with estates management functions in the EHOD Local Authorities to ensure Local Authority owned land is submitted to the process in the same way as any other site
- To assist planning officers with the initial filtering of sites (assessing suitability and availability) pre-panel assessments and highlight major transport needs.
- Ensure the demand data collated by the Commercial Property Register informs both the identification of suitable employment sites through the GESP and supports the approval of planning applications for commercial use.
- Directly inform scenario development in EDNA. Propose appropriate amendments to existing growth trajectory scenarios based on local employment step change interventions such as the Enterprise Zone
- EHOD will lead a broadband development event, bringing together all major developers and broadband providers to focus on maximising the delivery of superfast connectivity in all major construction projects across EHOD

## **D Employment and skills**

Enhancing and developing the skills of our adult workforce and young people entering the workforce is critical to enable economic growth. We need to match skills with jobs to ensure the diverse skills and employment needs of existing enterprises and potential investors are provided for - now and in the future. In addition, with such comparatively low levels of current unemployment, it is essential to engage and promote opportunities to heighten

individual aspirations and skills development within the existing workforce – improving work prospects, productivity and average earnings throughout the region.

We need to respond to a much changed policy and programme environment for education and skills. Skills and employment will see further major reforms to achieve the Government's productivity and economic growth aims across the labour market. Specifically the re-shaping and re-commissioning of Post 16 education and the continuing emphasis on apprenticeships is designed to equip people with the skills that employers need to compete and grow.

This is perhaps the most challenging of our priorities. However, we are fortunate that the EHOD Employment and Skills Board's (ESB) has been established, who's overall mission is for a 'local world-class workforce where every individual matters'. Their priority areas are:

- Improving impartial up-to-date Careers Education Information Advice and Guidance (CEIAG) through greater employer-education engagement
- Linking local people to local job creation particularly in growing sectors with recruitment difficulties
- Growing the number of Apprenticeships, particularly higher and graduate level well paid Apprenticeships
- Addressing low levels of progression into Higher Education given EHOD's strategy of Knowledge Intensive (KI) growth and the presence of a World renowned university
- Improving levels of graduate retention from the large pool of young talent which routinely leaves EHOD
- Developing higher level and technical skills to support Smart specialisation

We need to forge a closer working relationship with the ESB to align activities and help promote more tangible outputs that meet the needs of business and our working residents. By working more closely with our employer-led EHOD ESB, the four district authorities can help ensure that stronger links with our education and skills providers are developed and maintained with this crucial group of major local businesses.

Through detailed analysis of our businesses, together we can also both identify and translate sector-specific evidence of skills and training needs into detailed funding applications (where available). This is to enable tailored delivery, creating adaptations to local training and education provision based on up to date local economic intelligence.

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#### PARTNERS' ACTIONS

- EHOD Economic Development (ED) teams will formalise a collaborative working relationship with the ESB as an employer-led independent organisation to help unlock potential and achieve their stated aims
- To fulfil this obligation in the short term, EHOD ED teams will demonstrate improved engagement with the ESB through EDO support and representation at ESB meetings
- Employment and Skills will also become a standing item for review at monthly EHOD ED team meetings with quarterly ESB representation
- EHOD ED teams will identify future skills needs within the EHOD Strategy priority sectors (Section A) that show potential for growth and development and feed these into the ESB for response
- In the medium term, EDOS will help identify and promote the skills needs of the current and future business base through comprehensive intelligence-driven research and business engagement to gather local economic and employment data
- Our EHOD ESB lead will develop an action plan which takes into account the new Government employment and skills guidance and aligns with the devolution agenda
- EHOD ED teams will also work with the ESB to develop a balanced ESB representation to include greater engagement with Mid Devon and Teignbridge
- Support the development of higher level apprenticeship programmes for our key sectors

# Implementation and delivery







EHOD promoting the development  
of skills required for high-value  
future employment

Much has been achieved over the last 18 months in terms of partnership action. The economic development teams will have a critical role to play to drive forward the growth agenda across the EHOD area. The roles, responsibilities and resources within the teams will need to be reviewed and agreed in light of the new priorities set out in the strategy. Collective functions will include:

- Formalising the Shared Economic and Investment Strategy in consultation with the HOTSW LEP and business community.
- Ensuring effective alignment between decision making on transport and decisions on other areas of policy such as economic development and wider regeneration.
- Using EHOD economic intelligence and analysis as a basis for strategic planning, investment and coordination.
- Coordinating inward investment activity through the development of a shared CRM system and a range of investment mechanisms.
- Decision-making on the Skills Strategy and agenda across the EHOD area.

### What we want to achieve

Our collaborative approach will focus on delivering actions that will:

- Improve the productivity of the EHOD economy
- Attract and retain investment in knowledge and innovation sectors
- Support the creation of high value jobs that raise the wage profile
- Work with planning teams to identify and enable employment provision and infrastructure to support economic growth
- Ensure local skills meet the current and future needs of the EHOD business landscape

Through ongoing EHOD partnership engagement we will prepare Business Plans for each of the priorities highlighted in the Shared Strategy that will identify:

- The principal activities that will be taken forward;
- Key targets and milestones; and
- The resources required.

Lead authority and partners to take forward the activities are identified as:

- Business Support and Transformation: Lead Team: Mid Devon District Council
- Joint Approach to Inward Investment: Lead Team: Exeter City Council
- Strategic Planning: Employment Land and Infrastructure: Lead Team: East Devon District Council
- Employment and Skills: Lead Team: Teignbridge District Council

## Measuring progress

The Partner Actions we have outlined in delivering each of the four economic initiatives articulate our specific aims and commitments. A Business Plan will be developed to encapsulate the actions for each common economic objective which will be subject to ongoing progress review at monthly EHOD meetings.

Beyond these Partner Actions, the wider strategic outcomes of our work are identified as:

- Securing stakeholder and business agreement with our Shared Strategy
- Formal adoption through our committee processes of the Shared Strategy by our four EHOD authorities
- Recognition from the HOTSW LEP and DCC of the work EHOD are doing to actively deliver on the economic growth and productivity aims of their SEP, SPP, Devolution Prospectus and Strategy for Growth (Appendix 3)
- Evidence-led tailoring of our Business Boost support programme
- An increase in inward investment enquiries, conversions and jobs created across the 4 districts
- The growth of our existing business base with improved engagement through our Key Employer Programme
- The identification and eventual adoption of the most optimal employment sites across EHOD
- To maximise synergies between employment and skills provision and local employer needs

Making the case for growth will be crucial if EHOD is to benefit from external funding support. The focus will be on developing and bringing forward projects that will have major economic impact, improve productivity and bring wider benefit to the area. This Shared Strategy for Economic Growth and Prosperity will also ensure parity of resource input by partner authorities in the overall delivery of our shared EHOD economic objectives.

# Appendix 1

## EHOD economic indicators

	Teignbridge	East Devon	Exeter	Mid Devon	EHOD	South West	England
<b>Population</b>							
Total population	128,826	138,141	127,308	79,510	473,785	5,413,094	63,258,400
Population under 16 %	16.2%	15.7%	15.4%	18.4%	16.4%	16.6%	20.1%
Population 16 - 64 %	58.2%	54.5%	69.0%	58.9%	60.1%	61.8%	62.1%
Population 65+ %	25.6%	29.8%	15.7%	22.7%	23.4%	21.6%	17.7%
<b>Labour Market</b>							
Employment	98.4%	97.0%	95.6%	97.9%	97.2%	96.1%	95.0%
Economically inactive	9.3%	8.4%	10.2%	8.6%	9.1%	11.5%	11.8%
Unemployed	2.9%	2.8%	4.3%	2.8%	3.2%	3.9%	5.0%
Out of work benefits claimants	9.3%	8.4%	10.2%	8.6%	9.1%	10.4%	11.8%
Job Density	0.71	0.81	1.20	0.77	0.87	0.86	0.82
<b>Average wages</b>							
Weekly wage by residence	£440.80	£498.90	£478.10	£479.90	£474.43	£498.80	£527.70
Weekly wage by place of work	£402.90	£466.70	£536.50	£469.70	£468.95	£492.80	527.7
Average annual wage	£19,922	£21,235	£20,104	£20,703	£20,491.00	£21,283	22,716
Average house price	£220,802	£250,048	£229,377	£210,267	£227,623.60	£212,878	£202,856
House price ratio	10.23	10.02	7.86	8.08	9.05	10	7.49
<b>Enterprises</b>							
Micro enterprises (0 - 9)	87.6%	89.1%	83.6%	91.8%	88.0%	88.7%	88.8%
Small enterprises (10 - 49)	10.6%	9.6%	13.4%	7.3%	10.2%	9.5%	9.2%
Medium enterprises (50 - 249)	1.6%	1.1%	2.2%	0.8%	1.4%	1.4%	1.6%
Large enterprises (250+)	0.2%	0.2%	0.8%	0.1%	0.3%	0.3%	0.4%
<b>Skill levels<sup>1</sup></b>							
No Qualification	5.50%	<sup>2</sup>	<sup>2</sup>	<sup>2</sup>	<sup>2</sup>	5.50%	8.60%
NVQ1 and equivalent %	12.6%	7.2%	11.3%	8.8%	10.0%	13.2%	12.8%
NVQ2 and equivalent %	18.2%	19.9%	18.6%	12.9%	17.4%	18.9%	18.1%
NVQ3 and equivalent %	26.2%	18.0%	26.4%	37.1%	26.9%	21.0%	19.1%
NVQ4 and above %	37.4%	54.9%	43.7%	41.2%	44.3%	40.9%	40.7%

<sup>1</sup> Some percentages will not equal 100% due to rounding methods

<sup>2</sup> too small to measure

# Appendix 2

## EHOD inward investment memorandum of understanding

*Memorandum of understanding (MoU) for the new collaborative delivery model for economic development for Exeter and the Heart of Devon ('EHOD') from 3 November 2016 onwards*

### INTRODUCTION:

This MoU outlines the guiding principles by which all the participating local authorities will co-operate and co-ordinate their support for the new service delivery model for economic development from 3 November 2016.

The MoU is based on the local authorities working together in a transparent and collaborative way; it sets out the themes under which economic activities will take place, and identifies which local authority will be the lead partner in each activity:

- Inward Investment – Exeter City Council
- Business Transformation – Mid Devon District Council
- Strategic Planning and Infrastructure – East Devon District Council
- Employment and Skills – Teignbridge District Council

The benefits of the MoU to all parties is the potential for economies of scale and provision of service; the joint sharing of intelligence and resource; and the increased capacity for EHOD as a whole to be a more encouraging location for indigenous growth and inward investment within the sub-regional, regional and national context. It is also intended to ensure greater efficiency through optimising the use of collective resources such as sector intelligence and market understanding.

## **Overarching principles**

The driver behind this approach to delivering economic development is the recognition that businesses do not operate within local authority boundaries. Instead the majority of their activities take place within functioning geographical areas. EHOD is a long established functioning economic geography, covering the local authority areas of Exeter, East Devon, Mid Devon and Teignbridge.

Within this setting, each of the four local authorities has strengths and weaknesses in the development and implementation of business focused activities. However, the local authorities have limited resource to support and grow economic activities, and must therefore be more innovative in the way that we work and explore opportunities to develop services in partnership to achieve success. By working in a more collaborative way, we can build upon the strengths of each authority, and mitigate areas of weakness, making the whole of the EHOD area economically more successful.

The participating local authorities will look for opportunities to more closely align our business focused activities, and where it becomes sensible to do so, the activity will be delivered in partnership. This process will create a low risk method of combining activities, by ensuring that a decision to work collaboratively is only ever made when it is to the benefit of each local authority.

Each local authority will also develop a business plan for the EHOD area, focused on their recognised areas of expertise (see above themes). These business plans will support the aims and objectives of the Joint EHOD Economic Strategy (2016), and align with the key themes it seeks to address.

The business plans will be reviewed annually, and refreshed following the renewal of the EHOD Joint Economic Strategy in 2020. This MoU will be formally reviewed annually.

## Status

This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

## Agreement

Based on the above principles and intended process, this MoU confirms the organisations stated have agreed on the delivery of EHOD services against the principles above.

Signed on behalf of:

*Signed by*

*Date*

*Signature here*

East Devon District Council

*Signature here*

Exeter City Council

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Mid Devon District Council

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Teignbridge District Council



# Appendix 3

## EHOD shared strategy: synergy matrix

### *Most important local economic strategies*

<i>EHOD economic initiatives</i>	<b>Hart of the South West Local Enterprise Partnership Devolution Proposal</b>	<b>Hart of the South West Local Enterprise Partnership Strategic Economic Plan</b>	<b>Devon County Council Strategy for Growth</b>
<b>Inward investment actions</b>	<ul style="list-style-type: none"> <li>• Supporting the local supply chain needs of Hinkley Point C</li> <li>• Making the area more attractive to Inward Investment</li> </ul>	<ul style="list-style-type: none"> <li>• Capitalising on our distinctive assets to create higher value growth and better jobs</li> <li>• By 2020 – improve up to the middle third of LEPs for innovation and knowledge economy indicators; middle third for higher value employment indicators</li> </ul>	<ul style="list-style-type: none"> <li>• Priority Action: A more productive Economy – Inward Investment</li> </ul>
<b>Business transformation actions</b>	<ul style="list-style-type: none"> <li>• Improved tax revenues from business growth</li> <li>• Contribute towards the pledged £4b additional GVA towards the UK economy</li> </ul>	<ul style="list-style-type: none"> <li>• Stimulating jobs and growth across the whole economy</li> </ul>	<ul style="list-style-type: none"> <li>• Priority Action: A thriving Business Community</li> </ul>
<b>Employment and skills actions</b>	<ul style="list-style-type: none"> <li>• A highly skilled high productivity labour market meeting businesses employment priorities</li> <li>• Contribute towards the 163,000 new jobs</li> <li>• Raise wage levels above the national average</li> <li>• Increase apprenticeships by 400%</li> </ul>	<ul style="list-style-type: none"> <li>• Maximise productivity and employment to benefit all sectors</li> <li>• By 2020, placed in middle third of LEPs for competitiveness, exporting and enterprise indicators</li> <li>• Top 15 LEPs for youth unemployment</li> <li>• Reduce the gap with the average UK wages</li> </ul>	<ul style="list-style-type: none"> <li>• Priority Action: A workforce with the right skills and employment opportunities for the future</li> </ul>
<b>Strategic planning actions</b>	<ul style="list-style-type: none"> <li>• Delivery of infrastructure that supports these ambitious plans;</li> <li>• 179,000 more homes and accelerated delivery in major growth points</li> </ul>	<ul style="list-style-type: none"> <li>• Creating the conditions for Growth through infrastructure and services to underpin growth.</li> <li>• Making transport infrastructure more resilient</li> <li>• 95% superfast broadband coverage</li> <li>• 10,000 new homes per year</li> </ul>	<ul style="list-style-type: none"> <li>• Priority Action: A well connected county with the road, rail, cycle networks, economic hubs, broadband and housing it needs</li> </ul>







Exeter + Heart of Devon Economic Partnership members:



**COMMUNITY WELLBEING PDG  
29 NOVEMBER 2016**

**AGENDA ITEM:**

**Regulation of Investigatory Powers Act 2000 (RIPA)  
RIPA Policy and procedures**

**Cabinet Member**                      **Cllr Mrs M Squires**  
**Responsible Officer**              **Director of Corporate Affairs and Business Transformation**

**Reason for Report:** To review and make recommendation to Cabinet that they approve the Council's updated RIPA policy

**RECOMMENDATIONS:**

1. That the Cabinet approve the updated RIPA policy as attached as Appendix 1;
2. To note that the Council has not used its powers under RIPA since March 2014.

**Relationship to Corporate Plan:** To approve the RIPA policy on an annual basis is a requirement of being a well-managed Council.

**Financial Implications:** None

**Legal Implications:** As set out in the policy

**Risk Assessment:** None

## 1.0 Introduction

- 1.1 The Council's RIPA policy was considered by a Surveillance Inspector of the Office of Surveillance Commissioners during an inspection in April 2015. The comments of the Surveillance Inspector were that the policy is 'a succinct and thorough guide which will be of assistance to applicants and authorising officers alike'.
- 1.2 The Office of Surveillance Commissioners has stated that it is good practice to review and update the RIPA Policy on an annual basis. Therefore the policy has been reviewed in light of the Office of Surveillance Commissioner's report and in accordance with good practice.

**Contact for more Information:** Jill May, Director of Corporate Affairs and Business Transformation (T: (01884) 255255; [jmay@middevon.gov.uk](mailto:jmay@middevon.gov.uk))

**Circulation of the Report:** Cllr Mrs M Squires and L&MT

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## **MID DEVON DISTRICT COUNCIL**

### **RIPA POLICY**

#### **USE OF DIRECTED SURVEILLANCE AND COVERT HUMAN INTELLIGENCE SOURCES REGULATION OF INVESTIGATORY POWERS ACT 2000**

#### **1.0 INTRODUCTION**

- 1.1 The Regulation of Investigatory Powers Act 2000 (RIPA) regulates the use of covert investigative techniques by public authorities. It provides for the application for and granting of authorisations for those techniques covered by the Act.
- 1.2 Article 8 of the European Convention on Human Rights provides a right to private and family life. This is not an absolute right; it may be infringed in certain circumstances. The RIPA is designed to provide a statutory regulatory framework, which will meet the requirements of the European Convention on Human Rights.

#### **2.0 PURPOSE**

The purpose of this policy is to ensure that the Council complies with the requirement of RIPA and that appropriate authorisations are given for covert surveillance, the use of covert human intelligence sources and the acquisition and disclosure of communications data.

#### **3.0 ASSOCIATED DOCUMENTS**

##### **3.1 Background documents**

Report to the Council's Policy and Development Committee –15.02.01

##### **3.2 Statutes and Statutory Instruments**

- (a) Regulation of Investigatory Powers Act 2000
- (b) Human Rights Act 1998
- (c) Police and Criminal Evidence Act 1984
- (d) Regulation of Investigatory Powers (Directed Surveillance and Covert Human Intelligence Sources) Order 2010
- (e) Protection of Freedoms Act 2012

##### **3.3 Guidance**

- (a) Explanatory Notes to RIPA
- (b) Code of Practice for covert surveillance and property interference
- (c) Code of Practice for the use of covert human intelligence sources
- (d) Code of Practice for the acquisition and disclosure of communications data
- (e) Home Office Web Site <https://www.gov.uk/guidance/surveillance-and-counter-terrorism#local-authority-use-of-ripa>

## 4.0 SCOPE

The Act provides a regime of primary legislation and Codes of Practice, which divide covert investigation techniques into categories distinguished to an extent by the degree of intrusion involved. This procedure applies to all investigation and surveillance that may be subject of an authorisation under RIPA.

### 4.1 The Act covers the following investigatory powers:

- (1) Part I (Chapter I) - interception of communications
- (2) Part I (Chapter II) - the acquisition of communications related data e.g. telephone billing data
- (3) Part II deals with:
  - intrusive surveillance on residential premises or in private vehicles
  - directed surveillance i.e. covert surveillance in the course of a specific operation
  - the use of covert human intelligence sources e.g. agents, informants, undercover officers
- (4) Part III - deals with the power to seize electronic keys giving access to encrypted computer material
- (5) Part IV - provides for scrutiny, complaint procedures and codes of practice

### 4.2 This policy document relates to the **use of directed surveillance** and **covert human intelligence sources**. It does not cover the acquisition and disclosure of communications data as it is not anticipated that this power will be used by the Council. If authorisation is however sought for this type of activity, guidance must be sought from Legal Services before any operation or investigation is undertaken. It does not cover intrusive surveillance because local authorities are not allowed to do this. Intrusive surveillance is the covert (i.e. secret) surveillance of anything taking place in residential premises or a private car and involves the presence of an individual on the premises or in the vehicle or is carried out by means of a surveillance device.

### 4.3 RIPA sets out the purposes for which each of these powers may be used, the Agencies and authorities that can use them and who should authorise the use. Authorisation under RIPA gives lawful authority for the use of these methods of obtaining information provided there is compliance with the statutory requirements and procedures. Obtaining an authorisation will ensure that the action is carried out in accordance with law and subject to stringent safeguards against abuse. It will also make the action less vulnerable to challenge under the Human Rights Act 1998.

- 4.4 For district councils, the Act does not allow directed surveillance or CHIS at all except for the purpose of preventing or detecting crime or preventing disorder. For example, this means that you cannot carry out these covert activities prior to the service of a statutory notice, unless you believe an offence may have been committed, may be about to be committed, or there could be public disorder. Your only option in other cases will be to carry out overt – open, non-secretive – surveillance.
- 4.5 Services likely to conduct investigations covered by this Act are Planning, Environmental Health, Housing and Audit. However, any officer of the Council if he or she conducts an investigation using methods or techniques covered by this Act is required to seek the necessary authorisation, provided always that the purpose of the investigation is the one which the Act says can justify covered surveillance – see 4.4 above.

## 5.0 ACTIVITY REQUIRING AUTHORISATION

- 5.1 The following types of activity will require authorisation:
- directed surveillance
  - the conduct and use of covert human intelligence sources
  - obtaining communications data
- 5.2 Directed surveillance is, in essence, any activity undertaken covertly for the purpose of a specific investigation in such a way that is likely to result in obtaining information about a person's private life.
- 5.3 A covert human intelligence sources (CHIS) is effectively an inside informant or undercover officer, i.e. someone who develops or maintains their relationship with the surveillance target, having the covert purpose of obtaining or accessing information for the investigator. Council officers may act as CHIS when undertaking social media research. For a more detailed definition see section 26 of the Act.

## 6.0 APPLYING FOR AUTHORISATIONS

- 6.1 The ~~Head of ICT, , the Head of Finance and the Head of Communities and Governance~~Directors are authorising officers for the Council. In the absence of the nominated authorising officer, applications for authorisation should be submitted to Chief Executive who also has the delegated authority to issue authorisations in relation to any service of the Council. Authorising officers may authorise for any service within the Council.
- 6.2 Any officer intending to use directed surveillance or a CHIS shall apply for authorisation from the authorising officer or in their absence from the Chief Executive as Head of Paid Service or in his absence a ~~Head of Service~~Director who is an authorising officer by completing the appropriate application form as set out at **Appendix DS/1 or CHIS/1.**
- ~~6.3~~
- 6.4 Special care needs to be taken with **confidential personal information**. This is information held in confidence relating to the physical or mental health or spiritual counselling concerning an individual (whether living or dead) who can be identified from it. Such information, which can include both oral and written communications, is held in confidence if it is held subject to an express or implied undertaking to hold it in confidence or it is subject to a restriction on disclosure or an obligation of

confidentiality contained in existing legislation. Examples might include consultations between a health professional and a patient, or information from a patient's medical records. This also includes legally privileged material, journalistic materials and information given to a Member of Parliament. Owing to the very sensitive nature of this type of information authorisations potentially involving confidential personal information must always be made by the **Chief Executive** or in his absence ~~the Head of Communities and Governance~~ a Director.

- 6.5 When completing the application always include a full account of the steps to be taken in the investigation which require authorisation.

## 7.0 GRANTING OF AUTHORISATIONS FOR DIRECTED SURVEILLANCE

- 7.1 Section 28 provides that a person shall not grant authorisation for *directed surveillance* unless he believes that the authorisation is necessary on one of the statutory grounds and the authorised surveillance is proportionate to what is sought to be achieved by it. The applicant and the authorising officer must both consider whether it is necessary to use covert surveillance in the investigation. From 5 January 2004, only one ground applied to district councils and it is therefore the only one which can be used to justify an authorisation.

That ground is

- for the purpose of preventing or detecting crime or of preventing disorder
- 7.2 The authorising officer in determining whether the surveillance is proportionate will give particular consideration to any collateral intrusion on or interference with the privacy of persons other than the subject(s) of the surveillance. The Home Office Code of Practice has the following to say on the issue of proportionality:

“3.4 if the activities are deemed necessary on...the statutory grounds, the person granting the authorisation... must also believe that they are proportionate to what is sought to be achieved by carrying them out. This involves balancing the seriousness of the intrusion into the privacy of the subject of the operation (or any other person who may be affected) against the need for the activity in investigative and operational terms.

3.5 The authorisation will not be proportionate if it is excessive in the overall circumstances of the case. Each action authorised should bring an expected benefit to the investigation or operation and should not be disproportionate or arbitrary. The fact that a suspected offence may be serious will not alone render intrusive actions proportionate. Similarly, an offence may be so minor that any deployment of covert techniques would be disproportionate. No activity should be considered proportionate if the information which is sought could reasonably be obtained by other less intrusive means..” Home Office Code of Practice on Covert Surveillance and Property Interference.

A useful prompt is to ask yourself “ Is there any other way of obtaining the evidence?”. There is a need to consider the following:

- (i) Whether the use of covert surveillance is proportionate to the mischief being investigated, and
- (ii) Whether it is proportionate to the likely intrusion on the target and others, and
- (iii) Whether all other reasonable means of acquiring the evidence have been considered.
- (iv) What other methods had been considered and why they were not implemented.



7.3 Authorisations must be given in writing. It is possible that authorising officers may face cross-examination in court about the authorisation some time after it is granted and memories fade. It is therefore important that a full written record of what you are being asked to authorise appears on the application form. If in doubt ask for more detail.

7.4 Authorising officers should not be responsible for authorising their own activities.

7.5 All RIPA authorisations must be approved by a Magistrate before an authorisation becomes effective, directed surveillance is undertaken, communications data is obtained or an application is made for a Covert Human Intelligent Source. Directed surveillance can only be authorised where the following conditions apply;

(1) The first condition is that the authorisation under [section 28](#) is for the purpose of preventing or detecting conduct which—

(a) constitutes one or more criminal offences, or

(b) is, or corresponds to, any conduct which, if it all took place in England and Wales, would constitute one or more criminal offences.

(2) The second condition is that the criminal offence or one of the criminal offences referred to in the first condition is or would be—

(a) an offence which is punishable, whether on summary conviction or on indictment, by a maximum term of at least 6 months of imprisonment.

## 7.6 Duration of Authorisations and Reviews

An authorisation in writing ceases to have effect at the end of a period of 3 months beginning with the day on which it took effect. So an authorisation starting 1<sup>st</sup> January would come to an end on 31<sup>st</sup> March. Regular reviews of authorisations should be undertaken. The results of the review should be recorded on **Appendix DS/2** and a copy filed on the central record of authorisations. If the surveillance provides access to confidential information or involves collateral intrusion more frequent reviews will be required. The Authorising Officer should determine how often a review should take place.

## 7.7 Renewals

7.7.1 While an authorisation is still effective the authorising officer can renew it if he considers this necessary for the purpose for which the authorisation was originally given. The authorisation will be renewed in writing for a further period, beginning with the day when the authorisation would have expired but for the renewal and can be for a period up to 3 months.

7.7.2 Applications requesting renewal of an authorisation are to be made on the appropriate form as set out at **Appendix DS/3** and submitted to the authorising officer. The renewal must be granted before the original authorisation ceases to have effect.

### 7.7.3 Applications for renewal will record:

- whether this is the first renewal, if not, every occasion on which the authorisation has previously been renewed
- the significant changes to the information in the initial authorisation
- the reasons why it is necessary to continue with the surveillance
- the content and value to the investigation or operation of the information so far obtained by the surveillance
- The results of regular reviews of the investigation or operation.

### 7.8 Cancellations

The person who granted or last renewed the authorisation **MUST** cancel it if he is satisfied that the directed surveillance no longer meets the criteria for authorisation. Requests for cancellation will be made on the appropriate form as set out at **Appendix DS/4** and submitted to the authorising officer for authorisation of the cancellation. All directed surveillance cancellations must include directions for the management and storage of any surveillance product.

### 8.0 GRANTING OF AUTHORISATION FOR THE CONDUCT AND USE OF COVERT HUMAN INTELLIGENCE SOURCES (CHIS)

8.1 The same requirements of necessity and proportionality exist for the granting of these authorisations as are set down for directed surveillance.

8.2 Additionally the authorising officer shall not grant an authorisation unless he /she believes that arrangements exist for the source's case which satisfy the following requirements:

- there will at all times be an officer with day to day responsibility for dealing with the source and the source's security and welfare
- there will at all times be an officer who will have general oversight of the use made of the source
- there will at all times be an officer with responsibility for maintaining a record of the information supplied by the source
- records which disclose the identity of the source will not be available to persons except to the extent that there is a need for access to them to be made available

8.3 Similarly before authorising use or conduct of the source, the authorising officer must be satisfied that the conduct/use is proportionate to what the use or conduct of the source seeks to achieve, taking into account the likely degree of intrusion into privacy of those potentially effected for the privacy of persons other than those who are directly the subjects of the operation or investigation. Measures should be taken, wherever practicable, to avoid unnecessary intrusion into the lives of those not directly connected with the operation.

- 8.4 Particular care is required where people would expect a high degree of privacy or where, as a consequence of the authorisation 'confidential material' is likely to be obtained.
- 8.5 Consideration is also required to be given to any adverse impact on community confidence that may result from the use or conduct of a source or information obtained from that source.
- 8.6 Additionally, the authorising officer should make an assessment of any risk to a source in carrying out the conduct in the proposed authorisation.
- 8.7 Authorisation for the use of a CHIS must be given in writing. Only the Chief Executive or in his absence a ~~Head of Service Director~~ who is an authorising officer may authorise the use of a juvenile or vulnerable CHIS.
- 8.8 Ideally the authorising officers should not be responsible for authorising their own activities e.g. those in which they themselves are to act as a source or in tasking a source. However it is recognised that this will not always be possible especially in the case of small departments. Authorisations must be approved by a Magistrate, see paragraph 7.5. The ~~Legal Services Manager~~Solicitor employed by the Council will arrange the appointment before the Magistrate(s) and explain the procedure to the Authorising Officer. The ~~Legal Services Manager~~Solicitor employed by the Council and the Authorising Officer will be required to attend before the Magistrate(s) to seek the Magistrate's approval to the authorisation.
- 8.9 An application for authorisation for the use or conduct of a source will be made on the appropriate form as set out at **Appendix CHIS/1** and must record:
- Details of the purpose for which the source will be tasked or deployed.
  - The reasons why the authorisation is necessary in the particular case and on the grounds on which authorisation is sought (e.g. for the purpose of preventing or detecting crime or disorder).
  - Where a specific investigation or operation is involved details of that investigation or operation.
  - Details of what the source would be tasked to do.
  - Details of potential collateral intrusion and why the intrusion is justified.
  - Details of any confidential material that might be obtained as a consequence of the authorisation.
  - The reasons why the authorisation is considered proportionate to what it seeks to achieve.
  - The level of authorisation required.
  - A subsequent record of whether authorisation was given or refused by whom and the time and date.

#### 8.10 Duration of Authorisations

A written authorisation, unless renewed, will cease to have effect at the end of a period of twelve months beginning with the day on which it took effect except in the case of a juvenile CHIS which has a duration of one month. Oral authorisations will, unless renewed, last 72 hours.

#### 8.11 Renewals

As with authorisations for directed surveillance authorisations for the conduct and use of covert human intelligence sources can be renewed, the same criteria applying. However before an Authorising Officer renews an authorisation, he must be satisfied that a review has been carried out of the use of a CHIS and that the results of the review have been considered. Applications for renewal must be made on the appropriate form as set out at **Appendix CHIS/3** and submitted to the authorising officer. However an application for renewal should not be made until shortly before the authorisation period is coming to an end.

- 8.12 An authorisation may be renewed more than once – provided it continues to meet the criteria for authorisation.

#### 8.13 Reviews

Regular reviews of authorisations should be undertaken. The results of the review should be recorded on **Appendix CHIS/2** and a copy filed on the central record of authorisations. If the surveillance provides access to confidential information or involves collateral intrusion frequent reviews will be required. The authorising officer should determine how often a review should take place.

- 8.14 Before an authorising officer renews an authorisation he must be satisfied that a review has been carried out of:

- The use made of the source during the period authorised
- The tasks given to the source
- The information obtained from the use or conduct of the source

- 8.15 If the authorising officer is satisfied that the criteria necessary for the initial authorisation continue to be met, he may renew it in writing as required.

#### 8.16 Cancellations

The officer who granted or renewed the authorisation **MUST** cancel it if he/she is satisfied that

- the use or conduct of the source no longer satisfies the criteria for authorisation, or
- that the arrangements for the source's case no longer exist

- 8.17 Requests for cancellation will be made on the appropriate form as set out at **Appendix CHIS/4** and submitted to the authorising officer for authorisation of the

cancellation. All CHIS cancellations must include directions for the management and storage of any surveillance product.

#### **8.18 Management Responsibility**

The day to day contact between the Council and the source is to be conducted by the handler, who will usually be an officer below the rank of the authorising officer. No vulnerable person or young person under the age of 18 should be used as a source.

#### **8.19 Security and Welfare**

Account must be taken of the security and welfare of the source. The authorising officer prior to granting authorisation should ensure that an assessment is carried out to determine the risk to the source of any tasking and the likely consequences should the target know the role of the source.

#### **8.20 Confidential Material**

Where the likely consequence of the directed surveillance or conduct of a source would be for any person to acquire knowledge of confidential material the deployment of a source should be subject to special authorisation. In these cases the proposed course of conduct must be referred to the Head of Paid Services or (in his absence) a Head of Service Director for a decision as to whether authorisation may be granted.

### **9.0 MAINTENANCE OF RECORDS**

#### **9.1 Each Service shall keep in a dedicated place**

- a record of all authorisations sought
- a record of authorisations granted and refused
- applications for the granting, renewal and cancellation of authorisations

#### **9.2 The records will be confidential and will be retained for a period of 3 years from the ending of the authorisation.**

#### **9.3 Each authorising officer shall send original copies of all applications/authorisations, reviews, renewals and cancellations to the RIPA Co-ordinating Officer when drafted who will maintain a central record of all authorisations. The report will include details of the level of compliance with the requirements for authorisation.**

#### **9.4 Authorising officers will ensure compliance with the appropriate data protection requirements and any relevant codes of practice produced by individual authorities in the handling and storage of material.**

#### **9.5 Where material is obtained by surveillance which is wholly unrelated to a criminal or other investigation or to the person subject of the surveillance and no reason to believe it will be relevant to future civil or criminal proceedings it should be destroyed immediately. The decision to retain or destroy material will be taken by the relevant authorising officer.**

## 10.0 AWARENESS OF THE CONTENTS OF THE ACT AND TRAINING

It shall be the responsibility of each Service Manager or other Authorised Officer to ensure that all staff involved or likely to be involved in investigations receive a copy of the training document, and are aware of the requirements and implications of the Act. It shall be the responsibility of the ~~Head of Communities and Governance~~Monitoring Officer to ensure that all relevant officers have received appropriate training and are aware of the requirements and implications of the Act.

## 11.0 CODES OF PRACTICE

A copy of each Code of Practice shall be kept in the reception area and be available to members of the public during usual working hours.

## 12.0 Senior Responsible Officer and RIPA Co-ordinating Officer

The ~~Head of Communities and Governance~~Monitoring Officer is the Senior Responsible Officer for the Council whose role is:

- (i) to be responsible for RIPA training throughout the Council;
- (ii) to ensure that all authorising officers are of an appropriate standard; and
- (iii) to be responsible for heightening RIPA awareness throughout the Council.

~~A The Legal Services Manager~~Solicitor employed by the Council is the RIPA Co-ordinating Officer for the Council whose role is:

- (i) to collate all original applications/authorisations, reviews, renewals and cancellations;
- (ii) to keep the Central Record of Authorisations; and

~~(iv)~~  
~~(v)~~

- (iii) to notify the Leader of the Council of the receipt of authorisations from authorising officers.

## 13.0 MEMBER INVOLVEMENT

Members of the Community Wellbeing PDG should review this policy annually to ensure that it remains fit for purpose. Cabinet will consider reports from the OSC. The Cabinet should also consider reports on the use of the powers under the Act on a regular basis which shall be at least every year to ensure that it is being used consistently with this policy. Members of the Council will not however be involved in making decisions on specific authorisations.

### Inventory of Surveillance Equipment held by MDCC

1. Digital camcorder Canon serial number 0277B007AA

2. Digital camera Fujifilm serial number 5AL 24892.
3. Digital camera Fujifilm serial number 5AL 24898.
4. Prowler serial number G009809.
5. LTL Acorn 5210 serial number 106095816.

#### Standard Operating Procedure for use of Surveillance Equipment

1. The Council operates the surveillance equipment (Equipment) as set out in the Inventory.
2. The Equipment should be stored, when not in use, in a locked cabinet under the control of the Monitoring Officer ~~Head of Communities and Governance~~.
3. Any Officer of the Council considering using the Equipment for covert surveillance in a public place must make a written request to the Monitoring Officer ~~Head of Communities and Governance~~ or her delegate who will consider and decide in her absolute discretion whether the proposed use of the Equipment is appropriate bearing in mind the provisions of RIPA and the associated codes of practice.
4. Any Officer who uses the Equipment to record digital images may only view such images once captured and shall not download them on to a computer or other electronic storage facility.

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**CABINET**  
**5<sup>TH</sup> JANUARY 2016**

**AGENDA ITEM:**

## **REPORT OF JENNY CLIFFORD, HEAD OF PLANNING AND REGENERATION**

**Proposal to form a Building Control Partnership between Mid Devon District Council and North Devon Council.**

**Cabinet Member:** Cllr Richard Chesterton

**Responsible Officer:** Mrs Jenny Clifford, Head of Planning and Regeneration

**Reason for report:** The recommendations enable the establishment of the shared services joint committee to facilitate the delivery of the Building Control Service in partnership with North Devon Council.

### **RECOMMENDATIONS:**

1. That a shared services joint committee is established and the building control function reserved to Mid Devon District Council is delegated to it, such delegation of the building control function to the joint committee being limited to no more than enabling the joint committee to:
  - i) Oversee the joint building control team; and
  - ii) Formulate the budget, including any fees and charges, for the joint building control team as a recommendation for approval by each partner authority to the shared services joint committee.
2. That the Head of Planning and Regeneration is given delegated authority to place officers within the Building Control team at the disposal of North Devon Council in accordance with section 113 Local Government Act 1972.
3. That delegated authority is given to the Monitoring Officer, in consultation with the Leader, to:
  - i) Enter into appropriate legal agreements to bring about the shared services joint committee and the joint Building Control team; and
  - ii) Vary the Constitution to provide and record the appropriate delegated authority as set out at 2 above to the Head of Planning and Regeneration.
4. That the Cabinet Member for Planning and Regeneration and the Leader of the Council be appointed to the joint services committee.

**Relationship to Corporate Plan:** The Corporate Plan contains priorities of homes, community, economy and environment. Collaborative working with another Council over Building Control will enable enhanced delivery of a service that contributes to these priorities. To find efficiencies and to find new and innovative ways of doing things while maintaining excellent public services.

**Financial implications:** The Joint Committee Agreement sets the financial arrangements for the joint working which will involve the creation of a pooled budget

and a trading account, to be administered by North Devon Council on behalf of both authorities. Contributions to costs will be based on the annual differences in workload between the two authorities while income received from the chargeable functions of Building Control will be apportioned between the two authorities based upon the location of the building control work carried out.

**Legal implications:** Pursuant to section 101, 102, 112 and 113 of the Local Government Act 1972 (and regulations made under that Act) together with the general power within section 1 of the Localism Act 2011 North Devon and Mid Devon District Councils are able to establish and to participate in a joint committee. Such a joint committee being established to facilitate a partnership to jointly deliver certain of their functions with a view to their more economical, efficient and effective discharge.

To create a joint committee for this purpose it is necessary for both authorities to enter into an agreement recording the agreed functions that will be delegated the joint committee and to establish the constitution of that joint committee.

Any general requirement by the joint building control team for legal, financial or other advice or support can be provided by either authority.

**Risk assessment:** There is risk associated with all changes to the way we work. The Partnership business case considered by Cabinet on 10<sup>th</sup> March 2016 contained a risk analysis that shows that after mitigation the risk profile is low.

## **1.0 INTRODUCTION.**

- 1.1 The purpose of this report is to ask approval to agree the formation of a shared services joint committee to facilitate the delivery of the Building Control Service in partnership with North Devon Council.

## **2.0 THE AGREEMENT.**

- 2.1 The legal arrangements necessary to form the partnership are split into two parts.

The first is an agreement to establish the shared services joint committee between North and Mid Devon District Councils pursuant to sections 101(5) and 102(1)(b) of the Local Government Act 1972 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 (hereafter referred to as the Joint Committee Agreement).

The Joint Committee Agreement formally records the joint delegations which both authorities are making to the shared services joint committee in accordance with paragraph 2.1 above, sets the shared services joint committee's Constitution and details the financial arrangements between the two authorities (as further detailed at paragraph 6.1 below).

- 2.2 The second agreement is an agreement for the provision of a joint team which is a separate (but supplemental) agreement to the Joint Committee Agreement. Rather than dealing with the higher level detail of the legal status of the partnership and the structure of the joint working (dealt with by

the Joint Committee Agreement) it relates to the support of the day to day working of the joint building control team. It provides for the establishment of a joint team utilising North Devon Council's premises at Woodlands in South Molton (although does not bind the parties to use this premises) including the procurement and setting up of internet connection, ICT assets and software for the joint team.

- 2.3 The agreement also provides;
- i. A service level agreement for the support of the joint team from ICT staff (which will predominantly be provided by Mid Devon District Council's ICT team, although a link will be provided to North Devon Council's system to allow for access to financial systems for the processing of invoices),
  - ii. A data processing agreement in respect of the processing of personal data by the other partner authority, and
  - iii. For exit management to allow for as seamless a transition as possible in the event that the joint working relationship ends for any reason.

### **3.0 DELEGATION OF POWERS.**

- 3.1 The Joint Committee Agreement records the functions and powers which the two partner authorities are delegating to the shared services joint committee. As provided at paragraph 2.1 above, the Joint Committee Agreement sets out that this shall be limited to the power to oversee the new joint building control team and to formulate the budget (including any fees and charges) for the joint building control team as a recommendation for each partner authority to approve as part of their separate budget setting procedures.
- 3.2 The above delegation of powers to the shared services joint committee is not a full delegation of the building control function. Delegated authority to exercise all the Council's powers under the Building Act 1984 or other regulations there under currently rests with the Head of Planning and Regeneration. It is necessary for Cabinet to revise the delegation of the building control function to this officer to allow her to nominate other officers of both partner authorities to carry out the Council's building control functions. The purpose of doing this is to allow the Head of Planning and Regeneration to formally authorise building control staff to act on behalf of either or both partner authorities, rather than being restricted to their employing authority.

### **4.0 GOVERNANCE.**

- 4.1 The shared services joint committee will have its own Constitution, established by the Joint Committee Agreement, which provides for the appointment of two members from each authority to the joint committee. The quorum of the joint committee will be one member from each authority and there will always be a chairperson and vice-chairperson appointed (the chair nominated from one authority and the vice chair nominated from the other) with the role of chair alternating between the authorities on an annual basis. The chair will have the casting vote in the event of equal votes (provided the matter cannot be deferred for further consideration).

4.2 The support services for the members of the shared services joint committee (including financial, legal and administrative support) will be provided by North Devon Council staff.

## 5.0 HUMAN RESOURCES.

5.1 No changes are to be made to terms and conditions of service of staff who will remain the employees of their current employing authority. Human Resource support for particular members of building control staff will continue to be provided by the employing authority for that member of staff.

## 6.0 RESOURCE IMPLICATIONS.

6.1 The project is being delivered within existing budget allocations and is intended to deliver greater service resilience and long term reduction in overheads associated with the service.

<b>Contact for any more information</b>	Mike Tucker, Building Control Manager <a href="mailto:mgtucker@middevon.gov.uk">mgtucker@middevon.gov.uk</a>
<b>Background Papers</b>	Cabinet 10 <sup>th</sup> March 2016, 29th September 2016 Joint committee agreement for shared services Agreement for the provision of a joint Building Control team
<b>File Reference</b>	None.
<b>Circulation of the Report</b>	Cabinet Member for Planning and Regeneration

**Dated**

**2016**

**NORTH DEVON DISTRICT COUNCIL**

and

**MID DEVON DISTRICT COUNCIL**

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**JOINT COMMITTEE AGREEMENT FOR SHARED SERVICES**

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**THIS DEED** is dated

Between

The parties to this Agreement are:

- (1) NORTH DEVON DISTRICT COUNCIL of Lynton House, Commercial Road, Barnstaple, Devon EX31 1DG (**NDDC**); and
- (2) MID DEVON DISTRICT COUNCIL of Phoenix House, Phoenix Lane, Tiverton, Devon, EX16 6PP (**MDDC**).

## **Background**

- (A) NDDC and MDDC (referred to collectively in this Agreement as the **Partner Authorities**) are local authorities constituted by the Local Government Act 1972 (**1972 Act**).
- (B) The Partner Authorities have agreed to establish and to participate in a joint committee (**Joint Committee**) to facilitate a partnership to jointly deliver certain of their functions with a view to their more economical, efficient and effective discharge (**Partnership**).
- (C) The Partner Authorities have entered into this Agreement in reliance on the exclusive rights given to local authorities to undertake administrative arrangements of this nature in section 101, 102, 112 and 113 of the 1972 Act and the regulations made under the 1972 Act; together with the general power within section 1 of the Localism Act 2011.

## **Agreed terms**

### **1. Definitions**

- 1.1 In this Agreement the following terms shall have the following meanings:

**Agreed Functions:** those functions set out at Schedule 2 which have been delegated to the Joint Committee in the manner described in Schedule 1.

**Asset Register:** a register of all the Assets used by the Partner Authorities in the delivery of the Shared Services.

**Assets:** all and any assets used in the delivery of the Shared Services including all items of furniture, information technology (including Software) and all other equipment supplied by the Partner Authorities for use in the delivery of the Shared Services.

**Commencement Date:** the date of this Agreement.

**Constitution of the Joint Committee:** the constitution set out at Schedule 1.

**Distribution Formula:** the formula representing percentage contributions of each of the Partner Authorities as set out in clause 10.9.

**EIR:** Environmental Information Regulations 2004.

**FOIA:** Freedom of Information Act 2000.

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

**Head of Paid Service:** an officer designated by a Partner Authority as the Partner Authority's Head of Paid Service in accordance with section 4 of the Local Government Act 1989.

**Information:** has the meaning given under section 84 of FOIA.

**Intellectual Property Rights:** any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

**Lead Authority:** where applicable, the Partner Authority named as such for:

- (a) a Shared Service in Schedule 2; or
- (b) a Support Service in Schedule 3.

**Partnership Leader:** the officer(s) with responsibility for managing the Shared Services on behalf of the Partner Authorities.

**Personal Data:** shall have the same meaning as set out in the Data Protection Act 1998.

**Political Group Leader:** a person designated as the leader of a political group in accordance with the Local Government (Committees and Political Groups) Regulations 1990.

**Relevant Posts:** those posts identified in Schedule 5.

**Relevant Staff:** staff employed by each of the Partner Authorities in the Relevant Posts.

**Request for Information:** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR.

**Reserved Decision:** any decision or aspect of an Agreed Function which has been reserved to either of the Partner Authorities and therefore does not comprise part of the Shared Services.

**Section 151 Officer:** the officer designated by a local authority as the person responsible for the proper administration of its financial affairs, as required by section 151 of the Local Government Act 1972.



**Service Level Agreement:** a formal agreement entered into by the Partner Authorities that describes the services to be provided/delivered and defines and governs service delivery standards and the respective responsibilities of those Partner Authorities and any annual review.

**Shared Services:** those services which are detailed in Schedule 2, insofar as these are Agreed Functions which have been delegated to the Joint Committee; to include such additional services as are agreed to by the Partner Authorities and delegated to the Joint Committee.

**Software:** any and all computer programs in both source and object code form, including all modules, routines and sub-routines of such programs and all source and other preparatory materials relating to them, including user requirements, functional specifications and programming specifications, ideas, principles, programming languages, algorithms, flow changes, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and any manuals or other documentation relating to them and computer generated works.

**Support Services:** those services, detailed in Schedule 3, or any additional support services added in accordance with clause 5.2, which are required to assist the Joint Committee in the discharge of the Agreed Functions.

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

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to writing or written includes faxes and e-mail.
- 1.8 Any obligation in this agreement not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.

## **2. The Partnership**

- 2.1 In exercise of their powers under sections 101(5) and 102 of the 1972 Act, sections 19 and 20 of the Local Government Act 2000, and all other enabling powers, the Partner Authorities agree to establish and participate in the Shared Services to be delivered through a Joint Committee which shall be constituted and conduct its business in accordance with this Agreement, including the constitution set out in Schedule 1 with effect from the Commencement Date.
- 2.2 The Partner Authorities shall each delegate and empower the Joint Committee to discharge on its behalf the Agreed Functions as set out in Schedule 2 and empowers the Joint Committee to arrange for the discharge of the Agreed Functions or any part or parts of them by any sub-committee or by any officer of the Partner Authorities so appointed and section 101(2) of the 1972 Act shall apply in relation to the Agreed Functions of the Partnership as it applies in relation to the functions of the Partner Authorities.

## **3. Service plans**

- 3.1 Each Partner Authority shall submit, to the Lead Authority for financial Support Services, before the end of October each year, their estimate of the funding likely to be available to the Shared Services for the next three financial years.
- 3.2 Each Partnership Leader shall prepare and submit to the Joint Committee no later than November each year an annual written service plan for the next three years for the Shared Service for which he or she is responsible. This shall take into account any constraints arising from clause 3.1 above and set out inter alia the outputs to be achieved by and the resources required for the relevant Shared Service.
- 3.3 On receipt of a service plan for a Shared Service, the Joint Committee shall, by the end of the calendar year, review, make such amendments as it thinks fit and approve the service plan together with any relevant Service Level Agreement.
- 3.4 The Joint Committee shall be responsible for reviewing actual performance against the service plans.

## **4. Offices for Shared Services**

Each Partner Authority shall provide suitable working accommodation for each of the Relevant Staff as may be determined by the structure established by the Joint Committee for the performance of each of the Shared Services from time to time.

## **5. Support Services**

- 5.1 Support Services shall be provided by the Partner Authorities as may be necessary to support the Joint Committee in the discharge of the Shared Services.
- 5.2 If either Partner Authority believes that additional Support Services may be required for the effective discharge of the Agreed Functions it shall consult the other Partner Authority to reach agreement as to the appropriate way of

providing the additional Support Services. If the Partner Authorities are unable to agree the appropriate way of providing the additional Support Services the matter shall be dealt with in accordance with the dispute resolution procedure set out at clause 15.

## **6. Assets**

The Partner Authorities agree that within 14 days of the Commencement Date they will draw up an inventory of Assets (**Asset Register**) which will be kept and regularly updated by the Lead Authority responsible for the governance and secretarial Support Services.

## **7. Costs and liabilities in respect of the Joint Committee**

- 7.1 All losses, claims, expenses, actions, demands, costs and liabilities incurred by the Joint Committee and in fulfilling obligations under this Agreement shall be shared by the Partner Authorities on such terms as may be agreed from time to time between the Partner Authorities and, in the absence of agreement pursuant to this clause, in accordance with the Distribution Formula.
- 7.2 Each Partner Authority shall (and hereby undertakes with the other Partner Authority to) indemnify the other Partner Authority against, and/or contribute to and pay a share of, all or any liabilities, claims, costs and/or expenses of or incurred by that Partner Authority arising out of, or in connection with, or in the course of, or as a result of, it being a member of the Joint Committee and fulfilling its obligations under this Agreement with the intent that the Partner Authority being indemnified and the other Partner Authority shall be jointly liable for all such liability to claims, costs and/or expenses in accordance with the Distribution Formula or as otherwise agreed.
- 7.3 This clause 7 shall be subject to such indemnity, on the part of the Partner Authorities, not extending to liabilities or claims arising or costs and/or expenses incurred by reason or in consequence of any of the following on the part of the Partner Authority seeking to be indemnified:
  - 7.3.1 breach by the Partner Authority of its obligations under this Agreement;
  - 7.3.2 gross negligence;
  - 7.3.3 gross misconduct;
  - 7.3.4 persistent breach of law or duty (that is to say the Partner Authority persisted in the breach of law or duty after the same was drawn to its attention);
  - 7.3.5 any act or omission known or that should have been known to the relevant Partner Authority to be contrary to proper practice as a local authority or local government law; or
  - 7.3.6 substantial or persistent failure (after reasonable notice) to redress performance of the duties of the relevant Partner Authority to comply with the requirements or the standards of, or set out in, this Agreement.

7.4 For the avoidance of doubt such indemnity as is referred to in this clause 7 shall include, but not be limited to, matters relating to the employment and transfer of staff, losses, costs, expenses or liabilities arising from contracts with third parties and in relation to assets.

7.5 This clause 7 shall survive the expiry or determination of this Agreement.

## **8. Insurance**

8.1 Each Partner Authority shall ensure that:

8.1.1 it maintains throughout the duration of this Agreement (or procures the taking out and maintenance of) adequate insurance to the levels set out in clause 8.2 and such other insurances which may be required by legislation;

8.1.2 the insurance obtained is effective no later than the date on which the relevant risk commences;

8.1.3 it is responsible for meeting, and promptly pays all costs of, all insurance premiums for the insurances referred to in clause 8.2; and

8.1.4 upon written request it provides to the other Partner Authority making the written request:

8.1.4.1 copies of all insurance policies required under this clause 8;

8.1.4.2 evidence that all of the premiums payable under such insurance policies have been paid in full; and

8.1.4.3 evidence that the insurances remain in full force and effect.

8.2 Each Partner Authority shall ensure that at all times an adequate level of insurance is maintained by it from the Commencement Date and throughout the duration of this Agreement in respect of the provision of the Shared Services and, in particular, as a minimum the following levels of cover:

8.2.1 public liability insurance with a limit of indemnity of not less than £20,000,000.00 in relation to any one claim or series of claims;

8.2.2 employer's liability insurance with a limit of indemnity of not less than £45,000,000.00 in relation to any one claim or series of claims; and

8.2.3 official's indemnity insurance with a limit of indemnity of not less than £5,000,000.00 in relation to any one claim or series of claims.

8.3 Where either Partner Authority allows its premises to be used to allow Relevant Staff to work on matters relating to this Agreement, that Partner Authority shall ensure that adequate insurance cover is effected and maintained to cover employee liability (including vicarious liability for Relevant Staff employed by the other Partner Authority), public liability and any other insurance requirements which may accord with good practice.

8.4 Each Partner Authority warrants to the other that, as at the date of this Agreement:

8.4.1 it has provided a copy of this Agreement to its insurer; and

- 8.4.2 upon receipt of a notice from an insurer to a Partner Authority that the terms of the insurances required under this clause 8 have changed or that the insurer withdraws its insurance that Partner Authority shall promptly notify the other and use its best endeavours to forthwith obtain replacement insurance at the levels as required under this clause 8.

## **9. Staffing**

- 9.1 As from the Commencement Date the Relevant Staff shall be:
- 9.1.1 appointed to posts in the structure approved by the Joint Committee;
  - 9.1.2 retained in the employment of their current employer;
  - 9.1.3 may be seconded to the other Partner Authority to carry out the Shared Services; and
  - 9.1.4 employed on terms and conditions set by their employing Partner Authority.
- 9.2 Where a Relevant Staff member leaves any post, or a new post is created, that post shall be filled by the Partnership Leader of the relevant Shared Service and any newly appointed member of staff shall be employed by the Partner Authority which employed the original member of Relevant Staff unless otherwise agreed by the Joint Committee in consultation with the relevant Partnership Leader.
- 9.3 The Partnership Leader for each Shared Service shall be responsible for the day to day management of the Relevant Staff allocated to their Shared Service, including, but not limited to, performance management, allocation of holiday, training, personal development reviews and sickness absence issues all of which shall be in accordance, at all times, with all of the relevant employing Partner Authority's applicable policies, procedures and local agreements.
- 9.4 In respect of instances of long term sickness absence by a member of Relevant Staff and/or where formal disciplinary action may lead to a dismissal of a member of Relevant Staff, then that action shall be administered by the Partner Authority which is his/her employer.
- 9.5 Each Partner Authority shall ensure that all Relevant Staff are provided with appropriate authorisation to undertake work within the administrative areas of all of the Partner Authorities.

## **10. Funding of the Joint Committee**

- 10.1 The Lead Authority for financial Support Services shall prepare a base budget forecast for the Joint Committee in respect of the next three financial years by reference to the resources approved within the Shared Services service plans.
- 10.2 The Joint Committee shall, as soon as practicable, but in any event no later than the 10 January each year, submit to each Partner Authority its funding requirements.

- 10.3 If any Partner Authority disagrees with the amount of their contribution payable in accordance with this clause 10 then they may pursue the dispute resolution procedure set out in clause 15 or may terminate their involvement in the Joint Committee in accordance with clause 14.
- 10.4 Subject to clause 10.3:
- 10.4.1 The Partner Authorities agree that the annual costs of the Joint Committee and the administration of it shall be shared between them in accordance with the Distribution Formula; and
- 10.4.2 The Partner Authorities shall contribute funding in such sums as represents the proportion of the budget for each financial year determined by the Distribution Formula.
- 10.5 In accordance with clause 10.4, the Partner Authorities will pay such sums, as they shall be liable to contribute, to the budget(s) set up by the Lead Authority for financial Support Services to the Joint Committee at the relevant Lead Authority for each relevant Shared Service by one payment (or a single set of payments) annually.
- 10.6 An annual account detailing the expenditure and income of the Joint Committee, in respect of each Shared Service budget it is responsible for, shall be supplied by the Lead Authority for financial Support Services to the Partner Authorities by 30 May or as soon thereafter as is reasonably practicable in each year in respect of the previous financial year.
- 10.7 The section 151 officer of each Partner Authority, and other officers authorised by the section 151 officer, shall have access at all reasonable times, and with due notice, to the relevant financial records of the Partner Authorities and shall be entitled to seek explanations concerning queries relating thereto.
- 10.8 In addition to clause 10.7, for the purposes of carrying out an audit appropriately authorised staff of a Partner Authority, or third party organisations appointed by a Partner Authority for this purpose, may access all records, assets, personnel and premises, including those of partner organisations and shall have the authority to obtain such information and explanations as they consider necessary to fulfil their auditing responsibilities.
- 10.9 The Distribution Formula shall be as set out in Schedule 4. Such proportion shall reduce or increase proportionately in the event that other partner authorities join into the provisions of this Agreement as parties, any of the Partner Authorities withdraw or where additional Shared Services are added.

## **11. Duration of the Agreement**

This Agreement shall come into force on the Commencement Date and shall continue until terminated in accordance with the provisions of this Agreement.

## **12. Variations to this Agreement**

- 12.1 Any of the Partner Authorities may request a variation to this Agreement by making a request in writing to the Lead Authority for governance and secretarial Support Services.
- 12.2 The Lead Authority for governance and secretarial Support Services shall circulate the request to each of the Partner Authorities within 10 Working Days of receipt of the request for consideration and approval by the Partner Authorities.
- 12.3 If all of the Partner Authorities approve the variation then the Lead Authority for governance and secretarial Support Services shall arrange for the preparation of an appropriate Deed of Variation to this Agreement to be prepared for execution by all of the Partner Authorities and such change shall only take effect upon completion of that Deed of Variation and the costs associated with the preparation of such a Deed of Variation shall be shared equally between the Partner Authorities.
- 12.4 If one of the Partner Authorities does not approve the change then the change to this Agreement shall not occur.

## **13. Withdrawal from the Joint Committee**

- 13.1 Any Partner Authority which wishes to withdraw from the Joint Committee shall give not less than 6 months' notice to the other Partner Authorities, including the Lead Authority for governance and secretarial Support Services, of its intention to do so, to be served on or before 1 September in any year. The relevant Lead Authority for governance and secretarial Support Services shall consult each Partner Authority they are serving notice on to give due consideration to:
  - 13.1.1 any loss of funding which may arise from such withdrawal to include any non-payment, clawback or repayment of such funding; and
  - 13.1.2 any other loss, liability, damage, claim or expensewhich would be incurred by the Partner Authority upon which notice has been served by reason of such withdrawal from the Joint Committee.
- 13.2 Any Partner Authority wishing to withdraw from the Joint Committee undertakes, as a condition of such withdrawal, to make, prior to withdrawal, such reasonable payment or payments which fairly reflect the actual losses caused by or anticipated as a result of the withdrawal as shall be determined by the other Partner Authorities pursuant to clauses 7, 10 and 13.1 above and no notice under this clause 13 shall take effect unless and until such payment has been made.
- 13.3 The Joint Committee reserves the right to recover from any party to this Agreement the costs of any claims, costs, expenses, losses or liabilities of any nature or which have been caused by any act or omission of that party and which are discovered after that party's withdrawal from this Agreement.
- 13.4 Where a party's withdrawal brings about a decision to terminate this Agreement, the provisions of clause 14 shall apply.

## **14. Termination of this Agreement**

- 14.1 The Partner Authorities agree that this Agreement may be determined upon terms agreed by all Partner Authorities.
- 14.2 In the event of termination of this Agreement:
- 14.2.1 any Partner Authority shall supply to any other Partner Authority, when requested, any information which the other Partner Authority requires for the continued provision by that other party of any of the Shared Services;
  - 14.2.2 any Intellectual Property Rights created under this Agreement shall be owned by all of the Partner Authorities in equal proportions; and
  - 14.2.3 each of the Partner Authorities shall undertake to pay such reasonable payment or payments which fairly reflect the obligations of that Partner Authority pursuant to this Agreement on the basis set out in clauses 7, 10 and 13.
- 14.3 In the event of termination of this Agreement, all Assets held by any of the Partner Authorities for the purposes of this Agreement shall:
- 14.3.1 where reasonably practicable, be divided between the Partner Authorities proportionate to the average cost of the relevant Shared Service over the previous year;
  - 14.3.2 be sold for the best consideration possible and the proceeds of sale divided between the Partner Authorities proportionate to the average cost of the Shared Services over the previous year;
  - 14.3.3 where relevant, be retained by a Partner Authority for its own use and purposes subject to an equitable financial settlement to the other Partner Authorities as agreed between the Partner Authorities;
  - 14.3.4 be dealt with as otherwise agreed between the Partner Authorities; or
  - 14.3.5 in the absence of agreement, in accordance with the dispute resolution procedure in clause 15.
- 14.4 It shall be the duty of all of the parties to try to minimise any losses arising from the determination of this Agreement. Amongst other issues the Partner Authorities shall use their best endeavours to offer priority redeployment to any Relevant Staff then employed in the provision of the Shared Services, by taking a transfer of any of the staff to provide the Shared Service or to be redeployed more generally and/or by helping to seek alternative employment for them.

## **15. Internal Dispute Resolution**

- 15.1 The Partner Authorities (and where the context requires, the Heads of Paid Service of the Partner Authorities) undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of this joint working arrangement) to identify a solution at the lowest operational level that is appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the parties.



- 15.2 Any dispute or difference shall, in the first instance, be referred to the relevant Partnership Leader to resolve in liaison with both Partner Authorities. In the event that such matters cannot be resolved within 10 Working Days it shall be referred to the Heads of Paid Service and, in default of agreement, it shall be referred to the Joint Committee for determination.
- 15.3 In the event of any dispute or difference between the Partner Authorities relating to this Agreement which it has not been possible to resolve through the decision making processes of the Joint Committee (whether this be a matter of interpretation or otherwise) the matter shall be referred to arbitration in accordance with clause 16.

## **16. Arbitration**

If at any time any dispute or difference shall arise between the Partner Authorities, or any of them, which they are not able to resolve in accordance with this Agreement the same shall be referred to and settled by a single arbitrator to be appointed by agreement by the Partner Authorities; or in default of agreement, nominated by application of the Partner Authorities by application of either of the Partner Authorities by the Secretary of State where the dispute or difference relates to costs and expenses arising under this Agreement, or by the President of the Law Society of England and Wales in respect of any other matter.

## **17. Notices**

- 17.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to, or sent to the recipient by:
- 17.1.1 pre-paid first class post at the address set out at the beginning of this Agreement (or such other address as may be notified in writing from time to time);
  - 17.1.2 facsimile transmission at the number as may be notified in writing from time to time; or
  - 17.1.3 by e-mail to the address as may be notified in writing from time to time.
- 17.2 Any such demand, notice or other communication shall be deemed to have been duly served:
- 17.2.1 if delivered by hand, when left at the proper address for service;
  - 17.2.2 if given or made by pre-paid first class post, two Working Days after being posted;
  - 17.2.3 if sent by facsimile, at the time of transmission provided that a confirmatory copy is, on the same day that the facsimile is transmitted, sent by pre-paid first class post in the manner provided for in clause 17.1; or
  - 17.2.4 if sent by e-mail, at the time of transmission

provided, in each case, that if the time of such deemed service is either after 4.00pm on a Working Day or on a day other than a Working Day, service shall be deemed to occur instead at 10.00am on the next Working Day.

## **18. Freedom of Information**

- 18.1 The Partner Authorities acknowledge that each is subject to the requirements of the FOIA and the EIR.
- 18.2 In accordance with clause 18.1 the Partner Authorities shall provide all necessary assistance and cooperation as reasonably requested by one another to enable them to comply with their obligations under the FOIA and EIR.
- 18.3 The Partner Authorities acknowledge that one or other of them may be required under the FOIA or EIR to disclose Information (including Information that may be deemed to be commercially sensitive) without consulting or obtaining consent from the other. The Partner Authorities shall take reasonable steps to notify one another of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for them to do so but (notwithstanding any other provision in this agreement) the Partner Authority that received the Request for Information shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.

## **19. Data Protection**

- 19.1 Each of the Partner Authorities shall duly observe all their obligations under the Data Protection Act 1998 (**DPA**), which arise in connection with this Agreement.
- 19.2 Notwithstanding the general obligation in clause 19.1, where one of the Partner Authorities is processing Personal Data as a Data Processor (**Data Processor Authority**) for the other Partner Authority (**Data Controller Authority**), the Data Processor Authority shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and
  - 19.2.1 provide the Data Controller Authority with such information as the Data Controller Authority may reasonably require to satisfy itself that the Data Processor Authority is complying with its obligations under the DPA;
  - 19.2.2 promptly notify the Data Controller Authority of any breach of the security measures required to be put in place pursuant to 19.2; and
  - 19.2.3 ensure it does not knowingly or negligently do or omit to do anything which places the Data Controller Authority in breach of the Data Controller Authority's obligations under the DPA.

- 19.3 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

## **20. Scrutiny and Audit**

- 20.1 The Partner Authorities agree that scrutiny relating to this Agreement and the Agreed Functions shall be the responsibility of each Partner Authority.
- 20.2 The relevant committees of each Partner Authority responsible for scrutiny and audit shall have the right to inspect any documents relating to this Agreement and to require the Joint Committee to answer any questions raised by them.
- 20.3 The accounts relating to Shared Services and this Agreement shall be the subject of audit by any external auditor appointed by any of the Partner Authorities and shall be open to inspection by any external auditor appointed by the Audit Commission.
- 20.4 Any increased cost in undertaking any audit relating to the Shared Services and this Agreement shall be shared pro rata between the Partner Authorities on such terms as may be agreed by the Partner Authorities.

## **21. Intellectual Property**

- 21.1 The Partner Authorities intend that, notwithstanding any secondment, any Intellectual Property Rights created in the course of any of the Shared Services shall vest in the Partner Authority whose employee created them (or in the case of any Intellectual Property Rights created jointly by employees of all of the Partner Authorities, in the party that is the agreed lead party for that part of the Shared Service that the Intellectual Property Rights relates to).
- 21.2 Where any Intellectual Property Rights vest in either Partner Authority in accordance with the intention set out in clause 21.1 above, that Partner Authority shall grant an irrevocable licence to the other Partner Authority to use those Intellectual Property Rights for the purposes of the applicable Shared Service.

## **22. Force Majeure**

All parties shall be released from their respective obligations in the event that a Force Majeure Event renders the performance of this Agreement not reasonably practicable whereupon all money due to any party under this Agreement shall be paid immediately and clause 12 shall apply as if all Partner Authorities in membership of the Joint Committee had agreed to determine this Agreement.

## **23. Severability**

- 23.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this

clause shall not affect the validity and enforceability of the rest of this Agreement.

- 23.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**24. Successors**

This Agreement shall be binding upon, and shall endure to the benefit of, each party's successors and permitted assigns.

**25. Relationship of the parties**

Each of the parties is an independent local authority and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of a legal partnership or of principal/agent or of employer/employee. Except to the extent expressly permitted by the terms of this Agreement or where otherwise expressly authorised in writing, no party shall have any right or authority to act on behalf of another party or to bind another party by contract or otherwise.

**26. Third party rights**

The parties agree that they do not intend that any third party which may benefit from this Agreement shall have any rights of enforcement under the terms of the Contracts (Rights of Third Parties) Act 1999.

**27. Entire agreement**

- 27.1 This Agreement, the schedules and the documents annexed to it or otherwise referred to in it constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 27.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

**28. Governing law**

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**EXECUTED** as a **DEED** by the  
affixing of the **COMMON SEAL** of  
**NORTH DEVON DISTRICT**  
**COUNCIL**

in the presence of:

.....

Authorised Signatory

**EXECUTED** as a **DEED** by the  
affixing of the **COMMON SEAL** of  
**MID DEVON DISTRICT COUNCIL**

in the presence of:

.....

Authorised Signatory

**SCHEDULE 1**  
**Constitution of the Joint Committee**

1. Each of the Partner Authorities shall appoint two members (being elected members of that Partner Authority) as its nominated member of the Joint Committee. The members appointed shall have full voting rights.
2. Each Partner Authority may nominate one or more substitute members to attend any meeting in place of an appointed member from that Partner Authority, subject to notification being given to the Lead Authority responsible for governance and secretarial Support Services, before the start of the meeting. The member appointed as a substitute shall have full voting rights where the member for whom they are substituting does not attend. If all of a Partner Authority's nominated members attend a meeting of the Joint Committee, any named substitute may also attend as an observer but shall not be entitled to vote.
3. Each member of the Joint Committee shall comply with the Code of Conduct of their Partner Authority when acting as a member of the Joint Committee.
4. Each of the Partner Authorities may remove any of its nominated members or substitute members of the Joint Committee and appoint a different member or substitute to the Joint Committee by giving written notice to the Lead Authority for governance and secretarial Support Services.
5. Each Partner Authority shall have two votes. These shall be exercised by the nominated members who are elected members of the Partner Authority. In the absence of a Partner Authority's nominated member, a vote may be exercised by the named substitute who is an elected member of the Partner Authority or, where notice has been given to the Lead Authority responsible for governance and secretarial Support Services before the start of the meeting, by proxy by the other nominated member of that Partner Authority.
6. Each member of the Joint Committee shall serve upon the Joint Committee for as long as he or she is appointed to the Joint Committee by the relevant Partner Authority but a member shall cease to be a member of the Joint Committee if he or she ceases to be a member of the Partner Authority appointing him or her as a member of the Joint Committee.
7. Any casual vacancies howsoever arising shall be filled by the Partner Authority from which the vacancy arises by notice in writing sent to the Lead Authority for governance and secretarial Support Services.
8. Meetings of the Joint Committee shall be held at the offices of the member appointed as chairperson, unless otherwise agreed by the Joint Committee.
9. The Partner Authority hosting the first meeting shall appoint one of its nominated members as chairperson and that member shall remain chairperson until the first meeting taking place after the elapse of one year from the time of his or her appointment unless he or she ceases to be a member of the Joint Committee. On the expiry of the first chairperson's term

of office as chairperson, the Partner Authority which did not appoint the first chairperson shall appoint one of its nominated members as chairperson for a period of one year from the time of his or her appointment. The same procedure shall be followed for the appointment of chairperson in subsequent years.

10. The Partner Authority which has not appointed the chairperson of the Joint Committee in any year shall appoint one of its nominated members as vice chairperson.
11. The Joint Committee shall meet once every quarter unless otherwise determined by the Joint Committee.
12. The Lead Authority for governance and secretarial Support Services may call additional meetings by providing at least five clear days' notice to members of the Joint Committee, for the purposes of resolving urgent matters arising between the bi-monthly meetings of the Joint Committee. The Lead Authority for governance and secretarial Support Services must call a meeting of the Joint Committee if at least one member of the Joint Committee from each Partner Authority requests it or if the Head of Paid Service of both Partner Authorities requests it.
13. Meetings shall be notified to members of the Joint Committee by the Lead Authority for governance and secretarial Support Services.
14. The Lead Authority for governance and secretarial Support Services shall send, electronically, to all members and relevant officers of each Partner Authority, the agenda for each meeting of the Joint Committee no later than five clear Working Days before the date of the relevant meeting. That Lead Authority shall also send, to all members of the Joint Committee, to the Political Group Leaders of each Partner Authority and relevant officers of each Partner Authority, printed copies of the agenda for each meeting of the Joint Committee no later than five clear Working Days before the date of the relevant meeting.
15. The Lead Authority for governance and secretarial Support Services shall arrange for written minutes to be taken of each meeting of the Joint Committee and shall arrange for an officer to present them to the Joint Committee at its next meeting for approval as a correct record. If the Joint Committee confirms that the minutes contain an accurate record of the previous meeting, those minutes shall be signed by the chairperson and vice chairperson.
16. Meetings of the Joint Committee will commence at 10.00am unless otherwise agreed by the Joint Committee. Meetings of the Joint Committee shall end no later than 1.00pm unless otherwise agreed by the Joint Committee.
17. A meeting of the Joint Committee shall require a quorum of two members with at least one member being from each Partner Authority who is entitled to attend and vote. If there is a quorum of members present but neither the

chair nor the vice-chair is present, the members present shall designate one member to preside as chair for that meeting.

18. Subject to the provisions of any enactment, all questions coming or arising before the Joint Committee shall be decided by a majority of the Partner Authority members of the Joint Committee immediately present and voting thereon. Subject to the provisions of any enactment, in the case of an equality of votes the chairperson shall have a second or casting vote but, before exercising this, the chairperson shall consider whether it is appropriate to defer the matter to the next meeting of the Joint Committee.
19. Any member of the Joint Committee may request the Joint Committee to record the votes of individual members of the Joint Committee on a matter for decision.
20. A member, when speaking, shall address the chairperson. If two or more members wish to speak, the chairperson shall call on one to speak. While a member is speaking all other members shall remain silent.
21. A member shall direct his/her speech to the question under discussion or to a personal explanation or to a point of order.
22. Only one amendment to a proposal may be moved and discussed at a time and no further amendment shall be moved until the amendment under discussion has been disposed of, providing the chairperson may permit two or more amendments to be discussed (but not voted on) together if circumstances suggest that this course would facilitate the proper conduct of the Joint Committee's business.
23. If an amendment is lost, other amendments may be moved on the original motion. If an amendment is carried, the motion, as amended, shall take the place of the original motion and shall become the motion upon which any further amendment may be moved.
24. The order of business shall be indicated in the agenda for the meeting.
25. When a motion is under debate by the Joint Committee no other motion shall be moved except the following:
  - 25.1 to amend the motion;
  - 25.2 to adjourn the meeting;
  - 25.3 to adjourn the debate;
  - 25.4 to proceed to the next business;
  - 25.5 that the question may now be put;
  - 25.6 that a member shall not be further heard;
  - 25.7 by the chairperson, that a member leave the meeting;
  - 25.8 a motion under section 100(A)(4) of the Local Government Act 1972 to exclude the public; or



- 25.9 to postpone consideration on an item.
- 26. A member may move without comment at the conclusion of a speech of another member, "That the Committee proceed to the next business", "That the question may now be put", "That the debate is now adjourned", or "That the Committee now adjourn", on the seconding of which the chair shall proceed as follows:
  - 26.1 on a motion to proceed to next business: unless in his/her opinion the matter before the meeting has been insufficiently discussed to put to the vote, the motion to proceed to next business;
  - 26.2 on a motion that the question may now be put: unless in his/her opinion the matter before the meeting has been insufficiently discussed he/she shall first put to the vote the motion that the question may now be put; or
  - 26.3 on a motion to adjourn the debate or meeting: if in his/her opinion the matter before the meeting has not been sufficiently discussed and cannot reasonably be sufficiently discussed on that occasion put the adjournment motion to the vote.

The ruling of the chair shall not be open for discussion.

- 27. Any member of the Partner Authorities who is not a member of the Joint Committee is entitled to attend the Joint Committee but he/she shall not be entitled to vote, shall not take part in the consideration or discussion of any business, save by leave of the chairperson, and comments will be recorded only on the direction of the chairperson.
- 28. The following elected representatives are entitled to attend the Joint Committee but they shall not be entitled to vote, shall not take part in the consideration or discussion of any business, save by leave of the chairperson and comments will be recorded only on the direction of the chairperson:
  - 28.1 Members of parish councils within the districts of the Partner Authorities;
  - 28.2 Members of Parliament for the residents of the Partner Authorities; and
  - 28.3 Members of the European Parliament for the residents of the Partner Authorities.
- 29. Meetings of the Joint Committee will be open to the public except to the extent that they are excluded under paragraph 31.
- 30. Members of the public wishing to address the Joint Committee (or a sub-committee of the Joint Committee) on Part I reports contained within the agenda for the meeting shall be given the opportunity to do so subject to:
  - 30.1 the opportunity being extended to one person to speak in support of each agenda item and one person to speak against each agenda item when called to do so by the chairperson;
  - 30.2 an indication of the desire to speak on the agenda item being made by the person just prior to the meeting and the name supplied to the chairperson

- (by means of a register), the first person registering to have precedence in the event of more than one person wishing to speak either for or against an agenda item;
- 30.3 each person addressing the Joint Committee or sub-committee of the Joint Committee being limited to three minutes' speech;
  - 30.4 an opportunity being provided for an expression of a contrary view, even though no prior notice has been given, when a member of the public has spoken for or against an item;
  - 30.5 in the event of the person having registered to speak on an agenda item not wishing to take up their right to speak on the agenda item because it was deferred, that person will automatically be given the right to speak on the agenda item at the next meeting of the Joint Committee or sub-committee of the Joint Committee; and
  - 30.6 the chairperson of the meeting having discretion to rule that a person wishing to address the meeting shall not be heard if, in the chairperson's view, that issue or the organisation or the person wishing to make the representation on that issue has received an adequate hearing.
- 31. In accordance with the requirements of the 1972 Act and the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, the public or press must be excluded from a meeting by resolution of the Joint Committee during an item of business if that item includes:
    - 31.1 confidential information, as defined in section 100A(3) of the 1972 Act; or
    - 31.2 exempt information, as defined in section 100I of the 1972 Act.
  - 32. Each Partner Authority may call in any decision of the Joint Committee in accordance with the overview and scrutiny provisions of that Partner Authority's constitution. If any decision of the Joint Committee is subject to call-in by a Partner Authority, the Joint Committee shall take no action to implement that decision unless the call-in process upholds the decision.
  - 33. The Joint Committee may delegate a function to an officer.
  - 34. Any contractual arrangements that relate to a Shared Service will be undertaken by one of the Partner Authorities and that Partner Authority shall apply its own financial regulations and contract procedure rules to such an arrangement. The Partnership Leader of the relevant Shared Service that is incurring the expenditure will normally determine which of the Partner Authority's financial regulations and contract procedure rules will apply and, in the event of any dispute or uncertainty, the matter should be referred to the Heads of Paid Service for determination.
  - 35. The Lead Authority responsible for governance and secretarial Support Services shall provide administrative support services to the Joint Committee on such terms as may be agreed from time to time between the Partner Authorities. The Partner Authorities shall make available committee officers

to provide administrative services at the meetings of the Joint Committee as appropriate and in consideration of where the meetings are being held.

36. The Lead Authority for legal Support Services shall provide the Joint Committee with legal advice and support on such terms as may be agreed from time to time between the Partner Authorities.
37. The Lead Authority for financial Support Services shall provide the Joint Committee with financial advice and support on such terms as may be agreed from time to time between the Partner Authorities.

## **SCHEDULE 2**

### **Agreed Functions and Shared Services**

1. The Joint Committee shall be responsible for and shall have delegated to it the following functions of the Partner Authorities:
  - 1.1 the building control function insofar as is provided at paragraph 5 of this Schedule 2; and
  - 1.2 such other functions which it is agreed between the Partner Authorities should become a Shared Service.
2. The Joint Committee shall act in the manner laid down in the Constitution of the Joint Committee as set out in Schedule 1.
3. The Joint Committee shall act as the ultimate arbiter in the case of unresolved disputes between the Partner Authorities unless such matters are referred to arbitration pursuant to clause 16.
4. It has been agreed that the Shared Services as referred to in paragraph 1 should be delivered in the manner laid down in this Agreement.

#### **Building control:**

5. In respect of the Shared Services for building control the Joint Committee shall:
  - 5.1 oversee the joint building control team; and
  - 5.2 formulate the budget, including any fees and charges, for the joint building control team as a recommendation for each Partner Authority to approve.

**SCHEDULE 3**  
**Support Services**

1. To enable the Partnership to function effectively the Joint Committee shall require the following key Support Services from the Partner Authorities:
  - 1.1 financial support and advice;
  - 1.2 legal support and advice; and
  - 1.3 governance and secretarial support.
2. Each Support Service shall, from the Commencement Date, be provided by the following identified Lead Authority, which may be varied during the term of this Agreement by written agreement between the Partner Authorities:

<b>Support Service</b>	<b>Lead Authority</b>
Financial support and advice	NDDC
Legal support and advice	NDDC
Governance and secretarial support	NDDC

## **SCHEDULE 4**

### **Financial Arrangements**

#### **PART 1 – Distribution Formula**

##### **1. Joint Committee costs**

Annual costs relating to the Joint Committee shall be shared in equal proportions between the Partner Authorities, this shall include (but shall not be limited to):

- 1.1 administrative costs of the Joint Committee;
- 1.2 costs of room booking, refreshments and any Joint Committee events (e.g. training).
- 1.3 any other incidental expenses of the Joint Committee or Joint Committee members.

##### **2. Shared Services operational costs**

- 2.1 Subject to Part 2 of this Schedule 4, the annual costs of each Shared Service will be set and agreed by the Joint Committee:

2.1.1 For the first financial year, following the Commencement Date, each Partner Authority will contribute the following proportion of the annual cost of each service [based on the differences in workload]:

<b>Service</b>	<b>NDDC</b>	<b>MDDC</b>	<b>Workload measure</b>
Building control			

2.1.2 From the second financial year following the Commencement Date the workload metrics will be recalculated based on the previous year's actual workload.

- 2.2 Any changes to the approach of sharing operational costs between the Partner Authorities will be agreed by the Partner Authorities once Shared Services are fully operational.

##### **3. Shared Services implementation costs**

The implementation costs of the Shared Services shall be apportioned in equal proportions between the Partner Authorities.

#### **PART 2 – Building Control Financial Arrangements**

##### **1. Lead Authority**

The Lead Authority, for the purposes of this Part 2, shall be NDDC.

## **2. Pooled Budget and Trading Account**

- 2.1 The Lead Authority will manage and pool the budgets of the Partner Authorities relating to the building control element of the Partnership (**Pooled Budget**).
- 2.2 The Lead Authority will also create a trading account, to be a 3 year earmarked reserve where surpluses or deficits occur, to demonstrate a breakeven position taking one financial year with another (**Trading Account**).
- 2.3 The Pooled Budget and the Trading Account will be ring fenced for the provision of the Partnership, in accordance with guidance from the CIPFA Code of Practice on Local Authority Accounting, Local Authority Building Control Accounting (Revised Second Edition 2010) and the Building (Local Authority Charges) Regulations 2010.
- 2.4 To isolate various income and expenditure the Lead Authority will separate the Pooled Budget into four separate accounts (**Pooled Accounts**):
  - 2.4.1 Chargeable Functions account: which includes all direct and indirect costs in accordance with the chargeable functions, as defined by the Building (Local Authority Charges) Regulations 2010 (**Chargeable Functions**);
  - 2.4.2 Non Chargeable Activities account: which includes all the direct and indirect costs which provide a statutory building regulation service for the Partner Authorities (**Non-Chargeable Functions**);
  - 2.4.3 All Other Building Control Services account: which includes all the direct and indirect costs for the provision of other regulative services for the Partner Authorities or for professional building control services which are outside of the administrative area of the Partner Authorities or for the provision of additional services (**Other Building Control Services**); and
  - 2.4.4 the Trading Account.
- 2.5 The Lead Authority shall:
  - 2.5.1 establish clearly defined accountancy arrangements;
  - 2.5.2 make arrangements for the payment of building control charges into the designated bank account coded to the relevant Partner Authority;
  - 2.5.3 establish designated and separate Pooled Accounts for the Partnership to receive the budgets of the Partner Authorities and income for the Partnership;
  - 2.5.4 present the Joint Committee and Partner Authorities with year-end and half-year accounts showing income received, expenditure and any balance remaining in the Trading Account;
  - 2.5.5 arrange for the Pooled Accounts to be available for inspection and audited and certified in line with the Lead Authority's governance and administration procedures and thereafter available for inspection; and

- 2.5.6 create a clear identifiable accounting structure which identifies trading of each Partnership Authority for the Pooled Accounts to enable effective monitoring and reporting.
- 2.6 Each Partner Authority will agree a level of service and a budget for the Non-Chargeable Functions and the Chargeable Functions and for Other Building Control Services which will be discharged into the Pooled Accounts for the mutual benefit of the Partner Authorities. The level of activity for Non-Chargeable Functions and Other Building Control Services will be based upon an agreed level of performance and any variation will be agreed in advance of setting the budget in order to give the Partner Authorities, the Partnership and the Lead Authority sufficient time to respond to changing market or budgetary conditions.
- 2.7 If additional costs are incurred in providing the Non-Chargeable Functions as a result of increases which were not reasonably foreseen at the budget setting process, the Partnership will raise this with the Partner Authorities with a view of offsetting the costs by agreeing appropriate savings.
- 2.8 On the commencement of the financial year these budgets and all building control charges will be discharged into the Pooled Accounts. Pooled Budgets cannot be adjusted during the financial year and they will be merged into the Pooled Accounts but they will be recorded separately in the year-end accounts.
- 3. Chargeable Functions**
- 3.1 The Lead Authority will be responsible for the collection of all income from the Chargeable Functions although there will be an initial transition period from collection by other Partner Authorities.
- 3.2 Income will be paid into the designated bank account administered by the Lead Authority. To ensure that each Partner Authority receives its correct income apportionment, all income will be allocated to a Partner Authority code based upon the location of the building work. Where the income is generated outside of the Partnership's administrative area, this will be allocated as Other Building Control Services.
- 4. Not for profit**
- 4.1 The Partnership account will be a rolling three year, zero based, not-for-profit account. Over and under spend to be levelled at the end of each accounting year using the Trading Account with relevant adjustments made to the subsequent year's budget.
- 4.2 Should it be determined, by agreement of the Partner Authorities, that any surplus will be distributed, or any deficit be met, by the Partner Authorities, contributions will be calculated using the ratio of chargeable income received in each Partner Authority's area over the relevant accounting period.
- 5. Over and under spends**
- 5.1 The Lead Authority is responsible for monitoring the budgets and the "breakeven position" to "take one financial year with another" to demonstrate



that the Chargeable Functions is equal, as far as practicable, to the actual costs incurred.

- 5.2 In accordance with paragraph 5.1 above, the Lead Authority will set up an “earmarked reserve” with a three year rolling Trading Account for the use of surpluses or deficits to offset future Chargeable Functions or for re-investment in service improvements.

**6. Payments between Partner Authorities**

Payments will be made regularly between the Partnership and the Partner Authorities at intervals to be determined by the Partner Authorities’ finance officers to reimburse for expenditure made and income earned by each Partner Authority less the amount due for Non-Chargeable Functions and any Other Building Control Services of that Partner Authority.

**SCHEDULE 5**  
**Relevant Posts**

The following posts are in scope of the Shared Services:

**Building Control**

<b>Council</b>	<b>Current Role</b>	<b>Proposed Role</b>	<b>Status</b>
NDDC	Building Control Team Leader	Building Control Manager	FT
NDDC	Senior Building Control Surveyor	Senior Building Control Surveyor	FT
NDDC	Senior Building Control Surveyor	Senior Building Control Surveyor	FT
NDDC	Assistant Building Control Surveyor	Building Control Surveyor	FT
NDDC	Assistant Building Control Surveyor	Building Control Surveyor	FT
NDDC	Vacant Post	Vacant Post	On hold at Commencement Date
NDDC	Administration Assistant	Technical Support Officer	PT
NDDC	Administration Assistant	Technical Support Officer	PT
NDDC	Administration Assistant	Technical Support Officer	FT (temp)
MDDC	Building Control Officer	Senior Building Control Surveyor	FT
MDDC	Building Control Officer	Senior Building Control Surveyor	FT
MDDC	Building Control Surveyor	Building Control Surveyor	FT
MDDC	Building Control Surveyor	Building Control Surveyor	FT
MDDC	Building Control Support Officer	Technical Support Officer	FT
MDDC	Building Control Support Officer	Technical Support Officer	PT

**Dated**

**2016**

**NORTH DEVON DISTRICT COUNCIL**

and

**MID DEVON DISTRICT COUNCIL**

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**AGREEMENT FOR THE PROVISION OF A JOINT BUILDING  
CONTROL TEAM**

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Legal Services  
North Devon District Council  
Lynton House  
Commercial Road  
Barnstaple  
EX31 1DG  
LS/SF/13488

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**THIS DEED** is dated

Between

The parties to this Agreement are:

- (1) NORTH DEVON DISTRICT COUNCIL of Lynton House, Commercial Road, Barnstaple, Devon EX31 1DG (**NDDC**); and
- (2) MID DEVON DISTRICT COUNCIL of Phoenix House, Phoenix Lane, Tiverton, Devon, EX16 6PP (**MDDC**).

## **Background**

- (A) MDDC and NDDC (referred to collectively in this Agreement as the **Partner Authorities**) are local authorities constituted by the Local Government Act 1972 (**1972 Act**).
- (B) The Partner Authorities have formed a Joint Committee for Shared Services pursuant to an agreement dated (**Joint Working Agreement**) to which this Agreement is supplemental.
- (C) Pursuant to the Joint Working Agreement the Partner Authorities have agreed to work together to facilitate a partnership to jointly deliver their building control functions with a view to their more economical, efficient and effective discharge (**Partnership**).
- (D) Pursuant to the Partnership the Partner Authorities have agreed that MDDC shall provide the ICT Assets at the Premises and that both Partner Authorities may use the Premises in the provision of the Partnership.
- (E) The Partner Authorities have entered into this Agreement further to the establishment of the Partnership and in accordance with the rights given to local authorities to allow the use by third parties of spare capacity of their computers pursuant to section 38 of the Local Government (Miscellaneous Provisions) Act 1976.

## **Agreed terms**

### **1. Definitions**

- 1.1 In this Agreement the following terms shall have the following meanings:

**Assets:** all and any assets used in the delivery of the Shared Services including the ICT Assets, the Software and all other equipment supplied by the Partner Authorities for use in the delivery of the Shared Services.

**Commencement Date:** the date of this Agreement.

**Communal Car Park:** the car park shown edged blue on the Plan.

**EIR:** Environmental Information Regulations 2004.

**FOIA:** Freedom of Information Act 2000.

**Head of Paid Service:** an officer designated by a Partner Authority as the Partner Authority's Head of Paid Service in accordance with section 4 of the Local Government Act 1989.

**Health and Safety Policy:** NDDC's health and safety policy as provided to MDDC on or before the Commencement Date and as subsequently provided to MDDC from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable law regarding health and safety

**ICT Assets:** those Assets that are identified in Appendix A to Schedule 1.

**ICT Support Services:** shall be as defined in Schedule 1.

**Information:** has the meaning given under section 84 of FOIA.

**Joint Committee:** the Joint Committee for Shared Services formed pursuant to the Joint Working Agreement.

**Joint Team:** the joint Building Control team formed by pursuant to the Partnership.

**MDDC Software:** the software identified at Part 1 to Appendix B to Schedule 1 to this Agreement.

**NDDC Software:** the software identified at Part 2 to Appendix B to Schedule 1 to this Agreement.

**Partnership Leader:** the officer with responsibility for managing the Partnership on behalf of the Partner Authorities.

**Personal Data:** shall have the same meaning as set out in the Data Protection Act 1998.

**Plan:** the site plan attached to this Agreement.

**Premises:** the business support centre at Woodlands Enterprise Centre, Pathfields Business Park, South Molton EX36 3LH as shown edged red on the Plan.

**Request for Information:** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR.

**Service Level Agreement:** the service level agreement contained in this Agreement at Schedule 2.

**Software:** MDDC Software and NDDC Software collectively and any other software provided by either Partner Authority.

**Staff:** all employees, staff, other workers, agents, consultants and sub-contractors who are engaged by, or are acting on behalf of, the Joint Team from time to time pursuant to the Partnership.

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

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to writing or written includes faxes and e-mail.
- 1.8 Any obligation in this agreement not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.

## **2. The Partnership**

- 2.1 Pursuant to the Partnership the Partner Authorities have agreed to form the Joint Team.
- 2.2 In order to enable to the Joint Team to act in pursuance of the Partnership the Partner Authorities shall, pursuant to this Agreement:
  - 2.2.1 utilise the Premises to accommodate the Joint Team in accordance with clause 3;
  - 2.2.2 install the Assets, including the ICT Assets and Software, at the Premises for use by the Joint Team and in accordance with clause 4;
  - 2.2.3 provide ICT Support Services in respect of the ICT Assets and Software in accordance with clause 5; and
  - 2.2.4 process Personal Data in accordance with clause 14.

## **3. Premises**

- 3.1 NDDC shall provide MDDC (and MDDC's Staff) with access to such parts of the Premises as MDDC reasonably requires for the purposes only of properly carrying out the Partnership, the ICT Support Services (which may require out of hours access) or any other support services connected with the Partnership.
- 3.2 NDDC shall provide the Staff with such accommodation and facilities in the Premises as is specified in Schedule 1 or which is otherwise agreed by the parties from time to time.
- 3.3 Subject to the requirements of the Exit Management Plan, in the event of the expiry or termination of this Agreement, NDDC shall on reasonable notice

provide MDDC with such access as MDDC reasonably requires to the Premises to remove Assets belonging to MDDC (except for those that have been transferred to NDDC pursuant to the Exit Management Plan). All such Assets shall be promptly removed by MDDC.

3.4 MDDC shall ensure that:

3.4.1 where using the Premises they are kept properly secure and it will comply and cooperate with the Partnership Leader's reasonable directions regarding the security of the same;

3.4.2 it and its Staff do not do anything in contradiction of, or to conflict with, any of the provisions of the leases held between the private businesses that operate at Woodlands Enterprise Centre and NDDC;

3.4.3 whilst at the Premises, its Staff complies with the Health and Safety Policy and any other applicable policies related to use of the Premises as notified to it by NDDC from time to time; and

3.4.4 only those of its Staff that are duly authorised to enter upon the Premises for the purposes of properly carrying out the Partnership (or any support services connected with the Partnership) do so.

3.5 MDDC shall notify NDDC immediately on becoming aware of any damage caused by MDDC (or its Staff) to the Premises.

3.6 Each Partner Authority shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Premises of which it becomes aware and which relate to or arise in connection with the performance of this agreement. MDDC shall instruct its Staff to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

#### **4. Assets**

4.1 Each Partner Authority shall provide the Assets identified in Schedule 1 for the purposes of providing the Partnership and for use at the Premises in pursuance of the Partnership.

4.2 The list of Assets referred to at Schedule 1 is correct at the Commencement Date but may be varied by agreement of the parties in writing from time to time to ensure that it is accurate and up to date.

#### **5. Support Services**

5.1 The Partner Authorities shall support the Joint Team by providing the ICT Support Services in accordance with the Service Level Agreement.

5.2 NDDC shall support the Joint Team by ensuring that it commits appropriate resources to the processing of appropriately made payments on behalf of the Joint Team and in accordance with the Joint Working Agreement.

5.3 In addition to the ICT Support Services the Joint Team shall have the ability to request support from either Partner Authority as and when required for legal, human resources, financial and other support services over and above those provided in accordance with the Joint Working Agreement.



5.4 Such support services referred to in clause 5.3 may be re-allocated by agreement between the Partner Authorities (or worked on by both Partner Authorities jointly) depending on capacity and any prior knowledge/experience of the matter of the support request.

5.5 Where any support is required by the Joint Team from human resources by, or in relation to, particular members of Staff then this shall be dealt with by the human resources team of whichever of the Partner Authorities is determined to be the employer of the member of Staff.

## **6. Compliance**

Where either Partner Authority procures a contract on behalf of the other Partner Authority or on behalf of both Partner Authorities, it warrants that it shall comply with all relevant procurement (including the Public Contracts Regulations 2015), state aid and local government legislation.

## **7. Charges and liabilities**

7.1 Except as otherwise provided, the Partner Authorities shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.

7.2 In order to set up the Joint Team at the Premises the parties agree to the financial contributions arising in respect of the Partnership in accordance with Schedule 3 to this Agreement.

7.3 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this Agreement.

## **8. Duration of the Agreement**

This Agreement shall come into force on the Commencement Date and shall continue until terminated in accordance with the provisions of this Agreement.

## **9. Variations to this Agreement**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives)

## **10. Termination of this Agreement**

10.1 The Partner Authorities agree that this Agreement may be determined upon terms agreed by both Partner Authorities.

10.2 In the event that this Agreement is terminated in whole or in part for any reason the provisions of the Exit Management Plan shall come into effect and the Partner Authorities shall co-operate fully with one another to ensure an orderly exit of MDDC's Staff from the Premises, the appropriate transfer of ICT Assets to NDDC and an orderly migration of the ICT Support Services back to the Staff of each Partner Authority.

- 10.3 The provisions of clause 6 (Compliance), 13 (Freedom of Information), 14 (Data Protection) and this clause 10 shall survive termination or expiry of this Agreement.

## **11. Internal Dispute Resolution**

- 11.1 The Partner Authorities undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of this joint working arrangement) to identify a solution at the lowest operational level that is appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the parties.
- 11.2 Any dispute or difference shall, in the first instance, be referred to the Partnership Leader to resolve in liaison with both Partner Authorities. In the event that such matters cannot be resolved within 10 Working Days it shall be referred to the each Partner Authority's Head of Paid Service and, in default of agreement, it shall be referred to the Joint Committee for determination.
- 11.3 In the event of any dispute or difference between the Partner Authorities relating to this Agreement which it has not been possible to resolve through the decision making processes of the Joint Committee (whether this be a matter of interpretation or otherwise) the matter shall be referred to arbitration in accordance with Joint Working Agreement.

## **12. Notices**

- 12.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to, or sent to the recipient by:
- 12.1.1 pre-paid first class post at the address set out at the beginning of this Agreement (or such other address as may be notified in writing from time to time);
  - 12.1.2 facsimile transmission at the number as may be notified in writing from time to time; or
  - 12.1.3 by e-mail to the address as may be notified in writing from time to time.
- 12.2 Any such demand, notice or other communication shall be deemed to have been duly served:
- 12.2.1 if delivered by hand, when left at the proper address for service;
  - 12.2.2 if given or made by pre-paid first class post, two Working Days after being posted;
  - 12.2.3 if sent by facsimile, at the time of transmission provided that a confirmatory copy is, on the same day that the facsimile is transmitted, sent by pre-paid first class post in the manner provided for in clause 12.1; or
  - 12.2.4 if sent by e-mail, at the time of transmission

provided, in each case, that if the time of such deemed service is either after 4.00pm on a Working Day or on a day other than a Working Day, service shall be deemed to occur instead at 10.00am on the next Working Day.

### **13. Freedom of Information**

- 13.1 The Partner Authorities acknowledge that each is subject to the requirements of the FOIA and the EIR.
- 13.2 In accordance with clause 13.1 the Partner Authorities shall provide all necessary assistance and cooperation as reasonably requested by one another to enable them to comply with their obligations under the FOIA and EIR.
- 13.3 The Partner Authorities acknowledge that one or other of them may be required under the FOIA or EIR to disclose Information (including Information that may be deemed to be commercially sensitive) without consulting or obtaining consent from the other. The Partner Authorities shall take reasonable steps to notify one another of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for them to do so but (notwithstanding any other provision in this agreement) the Partner Authority that received the Request for Information shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.

### **14. Data Protection**

- 14.1 Each of the Partner Authorities shall duly observe all their obligations under the Data Protection Act 1998 (**DPA**), which arise in connection with this Agreement.
- 14.2 Notwithstanding the general obligation in clause 14.1, where one of the Partner Authorities is processing Personal Data on behalf of the other then they must comply with the Data Processing Agreement.

### **15. Severability**

- 15.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 15.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**16. Successors**

This Agreement shall be binding upon, and shall endure to the benefit of, each party's successors and permitted assigns.

**17. Relationship of the parties**

Each of the parties is an independent local authority and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of a legal partnership or of principal/agent or of employer/employee. Except to the extent expressly permitted by the terms of this Agreement or where otherwise expressly authorised in writing, no party shall have any right or authority to act on behalf of another party or to bind another party by contract or otherwise.

**18. Third party rights**

The parties agree that they do not intend that any third party which may benefit from this Agreement shall have any rights of enforcement under the terms of the Contracts (Rights of Third Parties) Act 1999.

**19. Entire agreement**

- 19.1 This Agreement, the schedules and the documents annexed to it or otherwise referred to in it constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

**20. Governing law**

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**EXECUTED** as a **DEED** by the  
affixing of the **COMMON SEAL** of  
**NORTH DEVON DISTRICT**  
**COUNCIL**

in the presence of:

.....

Authorised Signatory

**EXECUTED** as a **DEED** by the  
affixing of the **COMMON SEAL** of  
**MID DEVON DISTRICT COUNCIL**

in the presence of:

.....

Authorised Signatory

## **SCHEDULE 1**

### **Assets and Premises**

#### **1. Premises**

- 1.1 The Premises (which have been provided by NDDC for use by the Joint Team to provide the Partnership) is a part of the Woodlands Enterprise Centre, Pathfields Business Park, South Molton EX36 3LH and is the freehold property of NDDC.
- 1.2 At the Premises the Joint Team shall initially be based on the first floor.
- 1.3 The Joint Team shall be able to use the reception, kitchen and lower floor meeting facilities in the Premises although shall ensure that this is managed, where appropriate, in consultation with the businesses that hold leases of the various units at Woodlands Enterprise Centre which also have access to the Premises to use these facilities.
- 1.4 The Joint Team shall also have the use of the Communal Car Park and bike shed along with NDDC's tenants at the Woodlands Enterprise Centre.

#### **2. Assets**

##### **2.1 ICT Assets**

###### **2.1.1 NDDC shall:**

- 2.1.1.1 where applicable, procure additional licences for the NDDC Software on behalf of and for use by the Joint Team;
- 2.1.1.2 establish:
  - (a) a connection to the Devon WAN for the Premises; and
  - (b) a Virtual Routing and Forwarding (VRF) link between the Partner Authorities.

###### **2.1.2 MDDC shall:**

- 2.1.2.1 procure, on behalf of and for use by the Joint Team:
  - (a) the ICT Assets on behalf of the Partner Authorities; and
  - (b) where applicable, additional licences for the MDDC Software;
- 2.1.2.2 issue asset numbers for the ICT Assets to enable these to be maintained for the duration of this Agreement;
- 2.1.2.3 adopt and maintain for the duration of the Partnership the connection and VRF link as provided at paragraph 2.1.1.2 of this Schedule 1; and
- 2.1.2.4 install, or provide access via the network connection to, the MDDC Software and other Software on the ICT Assets.

- 2.1.3 The ICT Assets and the Software shall be managed and maintained by the Partner Authorities in accordance with clause 5 and Schedule 2 of this Agreement.

## **2.2 Furniture at the Premises**

- 2.2.1 NDDC shall provide furniture for use by the Joint Team at the Premises.
- 2.2.2 Any furniture provided pursuant to paragraph 2.2.1 shall be modified, maintained, repaired and replaced by NDDC (at NDDC's option) on receipt of reasonable requests by members of the Joint Team, in line with NDDC's maintenance and refresh of office furniture at its other sites and, in any event, in accordance its Health and Safety Policy and in line with any applicable law.

## **APPENDIX A – ICT Assets**



**APPENDIX B – Software**  
**PART 1 – MDDC Software**

## **PART 2 – NDDC Software**

## **SCHEDULE 2**

### **Service Level Agreement**

#### **1. Interpretation**

The following definitions and rules of interpretation apply in this Schedule 2:

##### **1.1 Definitions:**

**Contact List:** a current list of contacts and telephone numbers to enable the Joint Team to escalate Support Requests, including:

- (a) the first person to contact; and
- (b) the persons in successively more qualified or experienced positions to provide the support sought.

**Fault:** any failure of the ICT Assets or the Software to operate in all material respects in accordance with the specification or documentation provided in respect of that ICT Asset or Software.

**Help Desk Support:** any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the ICT Assets or the Software as appropriate to that Partner Authority.

**Higher-level Support:** any higher-level support provided by an individual on the Contact List or a supplier of the relevant Partner Authority in respect of Software/device management, diagnosis and resolution.

**ICT Support Services** maintenance, including Help Desk Support and Higher-level Support, but excluding any Out-of-scope Services, by:

- (a) MDDC of the ICT Assets and the then-current version or release of the MDDC Software; and
- (b) NDDC of the then-current version or release of the NDDC Software

**Joint Team Cause:** any of the following causes:

- (a) any improper use, misuse or unauthorised alteration of the Software by the Joint Team;
- (b) any use of the Software by the Joint Team in a manner inconsistent with the then-current specification or documentation provided in respect of that Software;
- (c) the use by the Joint Team of any hardware or software not approved for use by the Joint Team by:

- (i) MDDC in connection with the MDDC Software; or
- (ii) NDDC in connection with the NDDC Software; or
- (d) the use of a non-current version or release of the Software.

**Out-of-scope Services:** any services provided in connection with any apparent problem regarding the ICT Assets or the Software reasonably determined not to have been caused by a Fault, but rather by a Joint Team Cause or a cause outside the relevant Partner Authority's control (including any investigational work resulting in such a determination)

**Support Hours:** 9am until 5pm on all Working Days.

**Support Request:** request made by a member of the Joint Team in accordance with this agreement for support in relation to the ICT Assets or the Software, including correction of a Fault.

## **2. ICT Support Services**

2.1 As part of the ICT Support Services, each Partner Authority shall ensure that their ICT teams:

- 2.1.1 provide Help Desk Support by means of a telephone number and e-mail address notified and agreed with the other Partner Authority in advance;
- 2.1.2 commit appropriate resources to the provision of Higher-Level Support;
- 2.1.3 use reasonable efforts to correct all Faults notified under paragraph 3.3.1; and
- 2.1.4 provide technical support for the Software and ICT Assets.

2.2 The Partner Authorities' ICT teams may reasonably determine that any request for services by the Joint Team is a request for Out-of-scope Services. If such a determination is made, the relevant Partner Authority shall promptly notify the Joint Team of that determination.

2.3 Each Partner Authority acknowledges that the other is not obliged to provide Out-of-scope Services.

## **3. Submitting Support Requests and Access**

3.1 The Joint Team may request ICT Support Services by way of a Support Request.

3.2 Each Support Request shall include a description of the problem and the start time of the incident.

3.3 The Joint Team shall provide the relevant Partner Authority with:

- 3.3.1 prompt notice of any Faults; and
  - 3.3.2 such output and other data, documents, information, assistance and remote access as are reasonably necessary to assist the relevant Partner Authority to reproduce operating conditions similar to those present when the Joint Team detected the relevant Fault and to respond to the relevant Support Request.
- 3.4 All ICT Support Services shall be provided from each Partner Authority's offices.
- 3.5 Where a Partner Authority receives a Support Request in respect of an ICT Asset or Software which is the responsibility of the other Partner Authority's ICT team then such Support Request shall be promptly redirected to that other Partner Authority for resolution or, where the first Partner Authority deems it possible to resolve the Support Request without referring it on, it shall notify the other Partner Authority of the Support Request and agree the resolution with the other Partner Authority before proceeding.
- 3.6 NDDC acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit MDDC's ICT Staff direct access to the Premises and to files held on NDDC's behalf as well as to the Assets and NDDC's Staff.
- 3.7 NDDC shall provide such access promptly, provided that MDDC complies with all NDDC's security requirements and other policies and procedures relating to entering and working on the Premises notified to MDDC.

#### **4. Service Levels**

- 4.1 For the duration of this Agreement the Partner Authorities shall ensure that the ICT Support Services are performed during the Support Hours.
- 4.2 The Partner Authorities shall:
  - 4.2.1 prioritise all Support Requests based on a reasonable assessment of the severity level of the problem reported; and
  - 4.2.2 respond to all Support Requests promptly, providing the Joint Team with the same level of ICT Support Service as each of the Partner Authorities' Staff involved in ICT Support Services provide to internal departments and as though the Joint Team were another department at that Partner Authority.
- 4.3 Where a Fault of sufficient severity occurs, such as system defect or business critical failure which affects the operations of the Joint Team's business, the relevant Partner Authority shall provide the other Partner Authority with updates, on request, of the nature and status of its efforts to correct any Fault.

#### **5. Escalation**

- 5.1 If an issue arises with the provision of the ICT Support Services then either Partner Authority may escalate the problem and seek resolution in accordance with clause 11.

**SCHEDULE 3**  
**Financial contributions**

## **SCHEDULE 4**

### **Data Processing**

**Data Controller:** has the meaning set out in section 1(1) of the DPA.

**Data Processor:** has the meaning set out in section 1(1) of the DPA.

**Data Subject:** an individual who is the subject of Personal Data.

**Processing and process:** have the meaning set out in section 1(1) of the DPA.

#### **1. Obligations of the Data Processor**

- 1.1 The Partner Authorities are aware that in the provision of the Partnership each Partner Authority will need to process Personal Data in respect of which the other Partner Authority shall be the Data Controller.
- 1.2 Except for the general provision for Processing of Personal Data in paragraph 1.1, the Partner Authorities are aware, in particular, that pursuant to this Agreement and to allow the Joint Team to work effectively:
  - 1.2.1 NDDC shall be transferring its building control electronic files and records from NDDC's systems to MDDC's systems pursuant to this Agreement, such files and records shall contain Personal Data in respect of which NDDC shall be the Data Controller and MDDC shall be Data Processor; and
  - 1.2.2 MDDC shall be transferring to NDDC details of its customers to enable the processing of payments on NDDC's Software, such details shall contain Personal Data in respect of which MDDC shall be the Data Controller and NDDC shall be Data Processor.
- 1.3 The Data Processor shall process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes of carrying out the Partnership and in accordance with the Data Controller's instructions from time to time and shall not process the Personal Data for any other purpose. The Data Processor will keep a record of any processing of personal data it carries out on behalf of the Data Controller.
- 1.4 The Data Processor shall promptly comply with any request from the Data Controller requiring the Data Processor to amend, transfer or delete the Personal Data.
- 1.5 If the Data Processor receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the DPA and the data protection principles set out therein, it shall immediately notify the Data Controller and it shall provide the Data Controller with full co-operation and assistance in relation to any such complaint, notice or communication.
- 1.6 At the Data Controller's request, the Data Processor shall provide to the Data Controller a copy of all Personal Data held by it in the format and on the media reasonably specified by the Data Controller.

1.7 The Data Processor shall not transfer the Personal Data outside the European Economic Area without the prior written consent of the Data Controller.

1.8 The Data Processor shall promptly inform the Data Controller if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Data Processor will restore such Personal Data at its own expense.

## **2. Data Processor's Employees**

2.1 The Data Processor shall ensure that access to the Personal Data is limited to:

2.1.1 those employees who need access to the Personal Data to meet the Data Processor's obligations under this Agreement; and

2.1.2 in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.

2.2 The Data Processor shall ensure that all employees:

2.2.1 are informed of the confidential nature of the Personal Data;

2.2.2 have undertaken training in the laws relating to handling personal data; and

2.2.3 are aware both of the Data Processor's duties and their personal duties and obligations under such laws and this Agreement.

2.3 The Data Processor shall take reasonable steps to ensure the reliability of any of the Data Processor's employees who have access to the Personal Data.

## **3. Rights of the Data Subject**

3.1 The Data Processor shall notify the Data Controller within 10 working days if it receives a request from a Data Subject for access to that person's Personal Data.

3.2 The Data Processor shall provide the Data Controller with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data.

3.3 The Data Processor shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Data Controller or as provided for in this Agreement.

## **4. Rights of the Data Controller**

4.1 The Data Controller is entitled, on giving at least 10 days' notice to the Data Processor, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Data Processor.

4.2 The requirement under clause 4.1 to give notice will not apply if the Data Controller believes that the Data Processor is in breach of any of its obligations under this Agreement.



## **5. Warranties**

### **5.1 The Data Processor warrants that:**

- 5.1.1 it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments; and
- 5.1.2 it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, Personal Data to ensure the Data Controller's compliance with the seventh data protection principle.

### **5.2 The Data Processor shall notify the Data Controller immediately if it becomes aware of:**

- 5.2.1 any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data; or
- 5.2.2 any advance in technology and methods of working which mean that the Data Controller should revise its security measures.

## **6. Indemnity**

The Data Processor agrees to indemnify and keep indemnified and defend at its own expense the Data Controller against all costs, claims, damages or expenses incurred by the Data Controller or for which the Data Controller may become liable due to any failure by the Data Processor or its employees or agents to comply with any of its obligations under this Agreement.

## **7. Appointment of Subcontractors**

### **7.1 The Data Processor may only authorise a third party (**sub-contractor**) to process the Personal Data:**

- 7.1.1 subject to the Data Controller's prior written consent where the Data Processor has supplied the Data Controller with full details of such sub-contractor;
- 7.1.2 provided that the sub-contractor's contract is on terms which are substantially the same as those set out in this Agreement; and
- 7.1.3 provided that the sub-contractor's contract terminates automatically on termination of this Agreement for any reason.

## **SCHEDULE 5**

### **Exit Management**

#### **1. Definitions**

The definitions in this paragraph apply in this Schedule 5

<b>Data:</b>	any data (including any Personal Data relating to the Staff, customers or suppliers of a Partner Authority), documents, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium, that are supplied to a Partner Authority by or on behalf of the other Partner Authority, or which the former Partner Authority is required to generate, process, store or transmit pursuant to this Agreement.
<b>Registers:</b>	registers and databases including all applicable detail for the continued operation of the Partnership including a list of sub-contracts.
<b>Transferable Contracts:</b>	the sub-contracts, licences or other agreements which are necessary to enable the Partner Authorities to continue to provide their respective building control functions independently.
<b>Transitional Assistance Services:</b>	the services to be provided by the Partner Authorities in the event of the expiry or termination of this Agreement for any reason to facilitate the transfer of the Partnership to the respective Partner Authorities.
<b>Transitional Period</b>	the period during which it is anticipated the Transitional Assistance Services will be required, such period to be reasonable in duration.

#### **2. Purpose of Schedule**

In the event of this Agreement terminating the Partner Authorities wish to ensure the orderly exit of MDDC's Staff from the Premises and the orderly transition of each Partner Authority's Data back to the applicable Partner Authority. This Schedule sets out the principles of the exit and service transition arrangements which are intended to achieve this and upon which the Exit Management Plan shall be based.

#### **3. Exit Management Plan**

##### **3.1 The Exit Management Plan shall:**

- 3.1.1 detail how the Partnership will transfer to the respective Partner Authorities including details of the processes, documentation, data transfer, systems migration and security by each Partner Authority or any of its Staff (where applicable);

- 3.1.2 specify the scope of the Transitional Assistance Services that may be required by each of the Partner Authorities, (subject to paragraph 7 of this Schedule 5) and detail how such services would be provided (if required) in the run up to termination;
- 3.1.3 provide a timetable and identify critical issues for carrying out the Transitional Assistance Services; and
- 3.1.4 set out the management structure to be put in place and employed during the run up to termination.

#### **4. Obligations During the Term**

- 4.1 Both Partner Authorities shall ensure that the Partnership Leader has the requisite authority to arrange and procure any resources of either Partner Authority as are reasonably necessary to enable compliance with this Schedule 5.
- 4.2 During the term of this Agreement, the Partnership Leader shall create, maintain and agree with each of the Partner Authorities all applicable Registers to ensure, as far as possible, the smooth transition of the Partnership back to the Partner Authorities with the minimum of disruption.
- 4.3 On reasonable notice, each Partner Authority shall provide to the other such material and information as the other Partner Authority shall reasonably require in order to facilitate due diligence (including in relation to the Partnership, Assets, Registers and Staff).
- 4.4 In respect of the Assets each Partner Authority shall ensure that, in the Exit Management Plan, it takes account of and complies with its obligations set out at clause 4 of this agreement.

#### **5. Transitional Assistance Services**

- 5.1 The Partner Authorities shall ensure that they continue to provide the Partnership during the Transitional Period.
- 5.2 During the Transitional Period, each Partner Authority shall, in addition to providing the Partnership and any Transitional Assistance Services, provide to the other Partner Authority any reasonable assistance requested by them to allow the Partnership to continue without interruption and to facilitate the orderly transfer of the Partnership. Each Partner Authority shall use all reasonable endeavours to reallocate resources to provide these services without additional costs. However if this is not possible, any additional reasonable costs incurred by the relevant Partner Authority in this regard which are not already in the scope of the Transitional Assistance Services or the Exit Management Plan shall need to be agreed by both Partner Authorities in advance.
- 5.3 On notice of termination neither Partner Authority shall terminate or vary in any material respect any Transferable Contract without the other Partner Authority's prior written consent, such consent not to be unreasonably withheld or delayed.
- 5.4 On termination of this Agreement or, provided that it does not have an adverse impact on either Partner Authority in providing the Partnership or the

Transitional Assistance Services, within the 6 months leading up to termination:

- 5.4.1 MDDC shall arrange for the ICT Assets and sufficient licences for the MDDC Software to be formally transferred to NDDC (subject to the signing by an authorised signatory on behalf of NDDC of any applicable asset disposal form(s) provided by MDDC);
  - 5.4.2 MDDC shall vacate the Premises;
  - 5.4.3 NDDC shall remove any Software for which it does not have a licence from the ICT Assets transferred to it, save for any MDDC Software being transferred to NDDC; and
  - 5.4.4 where Data is held by a Partner Authority (**Transferring Authority**) on behalf of the other Partner Authority (**Receiving Authority**) for whatever reason, the Transferring Authority shall ensure that all Data is returned to the Receiving Authority in line with the Receiving Authority's instructions and, when the transfer is complete, the Transferring Authority shall certify that it does not retain any of the Receiving Authority's Data.
- 5.5 The Transitional Assistance Services to be provided by each Partner Authority shall include (without limitation) such of the following services as the Partner Authorities may agree:
- 5.5.1 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by each of the Partner Authorities after termination; and
  - 5.5.2 answering all reasonable questions from the other Partner Authority regarding the Partnership or any matter covered by this Agreement.

## **6. Transfer of Contracts**

- 6.1 The Partner Authorities shall provide such assistance as may be necessary to help one another to identify which Transferable Contracts are required for the continued provision of the Partnership up to termination and to allow the Partnership to transfer to each Partner Authority following termination of this Agreement.
- 6.2 On request by a Partner Authority (**Requesting Authority**) the other Partner Authority shall, with the co-operation of the Requesting Authority procure the novation or assignment to the Requesting Authority of any Transferable Contracts which are to be transferred and shall, on request, help the Requesting Authority correctly apportion the costs associated with transferring any Transferable Contract.

## **7. Payment on Termination**

Any charges to be made by either Partner Authority to the other Partner Authority in respect of performing its obligations in this Schedule 5 shall be reasonable and agreed by both Partner Authorities in advance.

## **CABINET 5<sup>TH</sup> JANUARY 2016**

### **REPORT OF MRS JENNY CLIFFORD, THE HEAD OF PLANNING AND REGENERATION**

#### **LOCAL ENFORCEMENT PLAN**

**Cabinet Member(s):** Cllr Richard Chesterton  
**Responsible Officer:** Mrs Jenny Clifford, Head of Planning and Regeneration

#### **Reason for Report:**

The Chief Executive was asked by the Council's Scrutiny Committee to investigate the efficacy and effectiveness of the Planning Service, with particular reference to the way enforcement is carried out and how members are engaged with the work of the council in this service area. As a result, it was recommended that the Head of Planning and Regeneration bring forward the Local Enforcement Plan for Cabinet to consider as a matter of priority to set the framework for enforcement activity in Mid Devon.

**RECOMMENDATION:** That Cabinet agree the Local Enforcement Plan for public consultation

**Relationship to Corporate Plan:** The primary purpose of the planning system is to regulate the use and development of land in the public interest and be a positive force in protecting what is good in our environment and preventing what is unacceptable. The Planning Service is a statutory service, the effective operation of which and necessary enforcement of breaches is central to the delivery of Corporate Plan priorities of community, housing, economy and environment

**Financial Implications:** None

**Legal Implications:** The Planning Service including the enforcement of planning control must operate within the legal and performance parameters established through legislation, case law and Government performance indicators, but should also command public confidence in the system. The operation of the Planning System and its enforcement will by its nature often involve making difficult decisions that will not be universally supported within the community.

**Risk Assessment:** Local Planning Authorities are expected to operate in a reasonable way, in accordance with statutory requirements and Government guidance. There is an expectation that the Council will be able to justify its decision making.

#### **1.0 Report**

1.1 At the Scrutiny Committee meeting on 10<sup>th</sup> October 2016, Members noted that a report would be put to Cabinet regarding the Local Enforcement Plan.

1.2 Planning enforcement is a statutory function of local government although the power to take formal action is discretionary. The Council as Local Planning Authority has responsibility for the investigation of reported breaches of

planning control. Unauthorised development can be detrimental to the local environment and a source of community tension. Failure to investigate and enforce planning conditions or address unauthorised development can reduce the effectiveness of a Local Planning Authority and undermine public confidence in the planning system. The enforcement of planning control is not subject to national performance targets in the same way as the determination of planning and other applications.

- 1.3 In March 2012, the Government published the National Planning Policy Framework which replaced much of the previous advice contained in Planning Policy Guidance (PPG's) and Planning Policy Statements (PPS's). With regards to enforcement of planning control, Planning Policy Guidance Note 18 (Enforcing Planning Control) was replaced by the following single paragraph:

*Enforcement*

*207. Effective enforcement is important as a means of maintaining public confidence in the planning system. Enforcement action is discretionary, and local planning authorities should act proportionately in responding to suspected breaches of planning control. Local planning authorities should consider publishing a local enforcement plan to manage enforcement proactively, in a way that is appropriate to their area. This should set out how they will monitor the implementation of planning permissions, investigate alleged cases of unauthorised development and take action where it is appropriate to do so.*

- 1.4 In order to manage public expectations with regards to the resourcing, powers and tools available to the Local Planning Authority, a Local Enforcement Plan has been drafted in line with the advice set out in the National Planning Policy Framework.
- 1.5 It sets out the legislative framework that the Council enforces, defines what does and what does not constitute a breach of planning control, how reported breaches will be investigated and the procedures for commencing formal enforcement action. It sets out new performance targets and clearly indicates the priority given in terms of high, medium and low to the investigation of differing breaches of planning control and the response time that can be expected. This is considered important in order to prioritise resources and manage expectations.
- 1.6 The Local Enforcement Plan was considered at a meeting of the Planning Policy Advisory Group (PPAG) on 9<sup>th</sup> December 2016. At the meeting Members sought the following:
- i) An amendment to prioritisation where serious disturbance /nuisance to residents of damage to the environment. Amendment done.
  - ii) Text amendment to give more recognition that reporting of breaches of planning control also arise from other sources including Parish / Town Councils, Elected Members and Council staff. Amendment done.
  - iii) Certain planning permissions require the discharge of conditions in advance of work starting on site. Other conditions must be adhered to during the works. Information on when work commences is gained from a range of sources including Parish /Town Councils and Elected

Members who may wish to bring this to the attention of officers. Members of PPAG wished the assistance of this to condition checking to be highlighted.

- iv) That officers investigate whether for the benefit of Parish /Town Councils and Elected Members it is possible to produce an automated list of conditions as planning permissions are granted. A verbal update will be provided at the meeting.

PPAG supported the proposal to consult upon the draft Local Enforcement Plan.

- 1.7 Members are asked to consider the content of the Local Enforcement Plan and agree it for public consultation purposes. Consultation is proposed to take place over a 6 week period and to be advertised by way of press release, notification of Parish and Town Councils and on the Council's website.

**Contact for more Information:**

Mrs Jenny Clifford 01884 234346  
[jclifford@middevon.gov.uk](mailto:jclifford@middevon.gov.uk)

**Circulation of the Report:**

Cabinet Members

**List of Background Papers:**

National Planning Policy Framework

<https://www.gov.uk/government/publications/national-planning-policy-framework--2>

Scrutiny Committee 22<sup>nd</sup> February 2016,  
23<sup>rd</sup> May 2016, 10<sup>th</sup> October 2016

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# **Local Enforcement Plan Mid Devon District Council Consultation draft January 2017**

## MID DEVON DISTRICT COUNCIL

### LOCAL ENFORCEMENT PLAN

#### BACKGROUND

Mid Devon District Council has responsibility for the investigation of reported breaches of planning control. Unauthorised development can be detrimental to the local environment and be a source of social tension. Failure to enforce planning conditions or address unauthorised development can reduce the effectiveness of a Local Planning Authority and undermine public confidence in the planning system.

Policy DM31 of the Mid Devon Local Plan (MDLP) which was adopted in October 2013, states;

*The Council will investigate unauthorised development, acting proportionately to the scale of the suspected breach of planning control. Enforcement action will be taken where it is appropriate to do so and in the public interest.*

The MDLP, in paragraph 6.3 clarifies the need for a Local Enforcement Plan to set out the Council's approach to enforcement and states it will include timescales for action and detail on how the Council will respond to suspected breaches of planning control.

This Local Enforcement Plan has been developed in accordance with Government advice contained in the National Planning Policy Framework (March 2012) which was issued by the Department for Communities and Local Government. Paragraph 207 states;

*Effective enforcement is important as a means of maintaining public confidence in the planning system. Enforcement action is discretionary, and local planning authorities should act proportionately in responding to suspected breaches of planning control. Local planning authorities should consider publishing a local enforcement plan to manage enforcement proactively, in a way that is appropriate to their area. This should set out how they will monitor the implementation of planning permissions, investigate alleged cases of unauthorised development and take action where it is appropriate to do so."*

Furthermore, the Local Government Ombudsman, who investigate complaints from the public when Councils have failed to take enforcement action, state in their report 'Not in my back yard:

Local People and The Planning Process' (December 2014);

*"(Local Enforcement) Plans should set out how councils will investigate alleged cases of unauthorised development, the circumstances where they might take action, and the enforcement actions that they will consider. This will help officers make*

*consistent decisions and understand the legal tools available to them. It will also help local people understand what to expect when they make a complaint. The enforcement plan should be reviewed and updated on a regular basis.”*

Bearing this guidance in mind, this Plan will pursue the following objectives:

- Provide an accessible service that maintains public confidence in the planning system;
- Provide a service that is both reactive and proactive in its commitment to remedy undesirable effects of unauthorised development;
- Provide a service response that is prioritised according to the harm or the potential harm caused by the breach;
- Provide information on how breaches of planning control will be investigated and action taken where it is appropriate to do so;
- Monitor development in line with resources and prioritise according to the scale and complexity of the development permitted;
- Achieve a balance between protecting amenity and other interests and allowing acceptable development to remain, or to continue, in the absence of permission;
- Seek resolution of planning breaches through informal and formal action including prosecution of offenders to uphold the integrity of the planning system;
- Monitor performance of the service.

These objectives should be read within the context of the policies contained within the adopted MDLP and Mid Devon District Council's wider corporate aims as set out in the Corporate Plan 2016 -2020

- Economy
- Houses
- Community
- Environment

## LEGISLATIVE FRAMEWORK

The statutory legislation that the Council enforces is based upon the Town and Country Planning Act 1990 (as amended) and the Planning (Listed Buildings and Conservation Areas) Act 1990. This legislation forms the fundamental basis of the planning system today in England and Wales.

Subsequent national planning legislation that is of particular relevance to Planning Enforcement includes the following :

**The Town and Country Planning (General Permitted Development) (England)**

**Order 2015** which sets out what can be done under 'permitted development rights', i.e. without requiring specific planning permission from the Council.

**The Town and Country Planning (Control of Advertisements) Regulations 2007 (as amended)** which sets out which advertisements benefit from deemed consent i.e. those advertisements which can be displayed without requiring express consent from the Council.

**The Town and Country Planning (Use Classes) Order 1987 (as amended)** which sets out the various categories that different uses of land fall into, and what comprises a material change of use requiring planning permission.

**Planning (Listed Buildings and Conservation Areas) Act 1990** which sets out the regards a Local Planning Authority must have to preserving or enhancing the character and appearance of listed buildings and conservation areas

## WHAT IS A BREACH OF PLANNING CONTROL?

The Town and County Planning Act 1990 (as amended) sets out that planning permission is required for development. Section 55 of this Act defines development as the “*carrying out of building, engineering, mining or other operations in, on, over or under land, or the making of any material change of use of any buildings or other land.*”

Section 171A of the Act defines a breach of control as a) carrying out development without the required planning permission, or b) failing to comply with any condition or limitation subject to which planning permission has been granted.

The majority of complaints made to the Council allege that one of the following breaches has occurred:

- Operational development has taken place without planning permission
- A material change of use of land without planning permission
- Works have not been carried out in accordance with an approved planning permission
- Failure to comply with conditions attached to an approved planning permission

There are also other matters which fall under the scope of planning control, and therefore any reported breach would be investigated by the Council. These include:

- Advertisements which are being displayed without either deemed or express consent
- Works to a listed building which affect its character and setting without the necessary listed building consent
- Demolition in a conservation area, when planning permission is required
- Works to or removal of protected trees and hedgerows

## **WHAT IS NOT A BREACH OF PLANNING CONTROL?**

We receive a number of complaints about matters which are not within the scope of planning control. They may fall within the remit of other Council departments, and where this is the case we will advise the complainant of where to seek further advice. Some examples of things that we cannot investigate include:

- Boundary wall and other land ownership disputes. These are civil matters between neighbours, and we do not keep records of land ownership
- Parking, traffic and obstructions on the Highway or verges. These are matters in which we cannot take action. Devon County Council are the highway authority and can be contacted on 0845 155 100 for further advice
- Fly tipping. This is investigated by the Council's Environmental Health Team. Reports can be made via the Council's website or by phone on 01884 255255. For very large quantities of fly tipped waste or incidents which might threaten to pollute a water course, the Environment Agency can investigate. Their hotline number is 0800 807060.
- Dangerous structures. These may fall within the remit of the Building Control team who can be contacted on 01884 234345
- Complaints regarding noise and smell. These may be an issue which can be investigated by Environmental Health who can be contacted on 01884 255255.
- Stationing of a caravan within the grounds of a dwelling

### **Time Limits**

Section 171B of the Act sets out the time limits for taking enforcement action. In the case of building, engineering, mining or other operations in, on, over or under land, normally no action can be taken after four years from where the works were substantially completed. Where there has been a change of use of any building to a single dwelling house, the limit is also four years, beginning with the date of the breach. In the case of any other breach of planning control no enforcement action can be taken once ten years has elapsed. Works to listed buildings, protected trees and the display of advertisements fall within the remit of different legislation, and therefore these time limits do not apply.

## **INVESTIGATION OF REPORTED BREACHES OF PLANNING CONTROL**

### **Receipt of complaints**

There are several ways that members of the public can register a planning enforcement complaint:

- by email to [devcon@middevon.gov.uk](mailto:devcon@middevon.gov.uk)
- by telephone to the contact centre 01884 225 225
- by completing the online form at <https://new.middevon.gov.uk/planning/alleged-breaches/>
- by writing to us at Planning Enforcement, Mid Devon District Council, Phoenix House, Phoenix Lane, Tiverton, Devon, EX16 6PP
- in person to the duty Planning Officer at Phoenix House from 9:00 to 12:00, Monday to Friday

Breaches of planning control are also reported to the Council by its Elected Councillors, Parish and Town Councils. The Council's staff also identify breaches for investigation.

### **Confidentiality**

The details of the complainant are treated as confidential. However, in some circumstances this may not be possible particularly when matters progress to court in the event the complainant becomes a witness and gives evidence and/or details of the complaint must be disclosed. Representations received on a planning application are not confidential. Breaches reported by Parish and Town Councils where they are discussed in public at a meeting of the Council are a matter of public record and not treated as confidential.

### **Registration of complaints**

When a complaint is received, it is recorded on our secure database and allocated a unique reference number. In order that we are able to investigate effectively it is important that we have the following information as a minimum:

- Full address of the site where the breach of control is suspected
- Details of the nature and extent of the suspected breach of control
- Name and contact details of the complainant so that we are able to update on progress made and advise of the outcome of our investigation. For convenience and in the interests of best use of resources, it is helpful for this to include an email address if the complainant is happy to be contacted in this manner. Generally we will not investigate anonymous complaints.

We will acknowledge all complaints made to us, and confirm the reference number and the investigating officer. This may be by telephone if the complaint is made in this manner.

All complainant details will remain confidential. Although a contravener may be able to guess the source of the complaint, this will not be revealed by the Council. All information is held securely in our database and is not accessible to the public.

### **Background checks**

Once a complaint has been registered, we will carry out a check of the planning history of the site. This may include checking whether planning permission has been granted for the development, whether there are any relevant conditions or if the matter has been previously investigated. If appropriate, we may look at aerial photographs from different timescales and historic maps.

We may also liaise with other Council departments relevant to the case. This may include Building Control, Environmental Health, Licensing and Council Tax. This helps us establish a background to the case, and may help us to confirm whether works have already commenced or a change of use has occurred.

In order that we are able to use the resources available most effectively, we prioritise all cases received as follows:

**High Priority:**

A breach of planning control which is causing, or is likely to cause serious harm to the environment, serious disturbance or nuisance to residents or to public safety unless an immediate response is made

The unauthorised works or use of land or buildings, that present an immediate and serious danger to the public

Unauthorised works that could be seriously detrimental to the character of a Listed Building, Scheduled Ancient Monument, Conservation Area or Site of Specific Scientific Interest.

Unauthorised development that causes serious harm, yet has gone undetected and the statutory time limit for taking enforcement action is imminent

Works to protected trees or hedgerows.

**Response time – first site visit within 3 working days of registration**

**Medium Priority:**

The priority level covers all cases that are not a high or low priority

Unauthorised developments causing disturbance/ nuisance to residents or damage to the environment.

Work to Listed Buildings which is not considered seriously detrimental to its character.

Unauthorised advertisements in a conservation area or prominent locations which have the potential to cause serious harm to public safety or amenity.

Unauthorised development where the statutory time limit for taking enforcement action may expire within the next six months.

Untidy land which is causing serious harm to the amenity of the area



Non-compliance with planning conditions which are having a significant adverse impact on the development, amenity or neighbouring properties

Deviation from approved plans, which is having a significant adverse impact on amenity or neighbouring properties

**Response time – first site visit within 10 working days of registration**

**Low priority:**

This priority level covers breaches of planning control that are causing limited or no harm to the environment or residential amenity

Technical breaches of control – for example works that are marginally above permitted development

Installation of satellite dishes

Unauthorised advertisements in less sensitive locations

Minor variations from approved plans which are not having an adverse impact on amenity

**Response time – first site visit within 15 working days of registration**

**Initial site visit**

Once the check of the history of the site has been undertaken, the investigating officer will normally visit the site. Sometimes for safety or operational reasons this may be by more than one officer, or with colleagues from other departments. It is standard procedure for the officer to visit the site where the alleged breach of control has been reported, and speak to the owner or occupier where they are present.

The timescale for the initial site visit when required of the site relates to the priority of the alleged breach (see above). Where the matter falls within the remit of more than one Council department, the initial visit may be carried out by an officer from another department.

As part of our investigation we may take photographs at the site. These will be stored in a secure manner and will not be accessible to the public but may be used in documents which the public will have access to in the event of them being required as evidence. Photographs enable us to have an accurate record of the situation on a given day and also facilitate discussions with other officers about what has been seen during the site visit.

Once the visit has been completed, the findings will be assessed and a view taken as to how the investigation will proceed. This may include obtaining legal advice about the case.

**If no breach is established**

A significant proportion of cases are closed as it appears to the Council that no breach of control has occurred. Examples of where this might take place include where:

- planning permission has been granted for the development

- there is no evidence that the alleged breach has taken place.
- specific planning permission is not required as the works fall under the scope of the Town and Country Planning (General Permitted Development) (England) Order 2015. This legislation grants deemed planning permission for certain works.
- evidence confirms that the development is now immune from enforcement action due to the passage of time

Where no breach is established and therefore no further action is to be taken, we will notify the complainant within ten days of the date of the initial site visit to explain the position and the case will be closed.

### **Where further investigation is required**

In some circumstances it may not be possible to establish from our initial visit whether there is a breach of planning control. Examples of this may include:

- Alleged breaches of hours of operation conditions
- Domestic premises being used for business purposes where a material change of use is alleged
- Building works which the owner claims took place more than four years ago.

Further investigation will be required, and examples of this may include a more detailed study of Council records, liaison with other Council departments and external agencies and seeking further clarification from the alleged contravener.

In some cases, we may ask the complainant to provide us with more information. If they are unable to do so, this may result in the Council not being able to take further action due to insufficient evidence.

### **Obtaining additional information**

To help us obtain more information and to ensure we correctly identify the breach of planning control and persons responsible, there are specific legal tools available to us. These are discretionary, and are not used in every case:

#### **i) Planning Contravention Notice (PCN)**

A PCN can be served on anyone with an interest in the property. It can only be served where it appears to the Council that a breach of planning control may have occurred and they want to find out more information before deciding what if any enforcement action to take. It allows the local planning authority to require any information they need for enforcement purposes about any operations being carried out or any use of the land.

It can be used to invite its recipient to respond constructively to the Council about how any suspected breach of planning control may be satisfactorily remedied.

There is no right of appeal against a PCN and failure to respond within the required timescale is an offence.

#### **ii) Section 330 Notice (Requisition for Information)**

To enable the Council to exercise other powers, they may serve a notice under Section 330 of the Town and Country Planning Act 1990 requiring information as to interests in land,

including ownership and occupier details. There is no right of appeal against a Section 330 Notice and failure to respond within the required timescale is an offence.

### **Where a breach of control is established**

Where a breach is established, the first step is for a decision to be made whether it would be expedient to take formal action. Expediency is a test of whether the unauthorised activities are causing serious harm having regard to the Mid Devon District Council Local Plan policies and other material considerations. This decision will be made in conjunction with the relevant Planning Officer.

It may be the case that a technical breach of control has occurred, but that it is so minor in nature, and having little or no impact on the amenity of the local area, that it would not be expedient to take further action. An example of this might be a fence which is slightly higher than the height it could be erected without the need for planning permission, so is a technical breach of control. If it was not having any adverse impact on the amenity of the area, the Council may decide that it is so minor that it would not warrant any further action.

### **Proportionality**

The provisions of the European Convention on Human Rights such as Article 1 of the First Protocol, Article 8 and Article 14 are relevant when considering enforcement action. Government guidance advises that there is a clear public interest in enforcing planning law and planning regulation in a proportionate way. In deciding whether enforcement action is taken, the Council will have regard to the potential impact on the health, housing needs and welfare of those affected by the proposed action, as well as those who are affected by a breach of planning control.

Planning enforcement powers are discretionary, and it is not considered to be a good use of limited public resources to pursue enforcement action against any development where planning permission would normally be granted, except where the imposition of conditions would allow appropriate controls to be secured. It is important to be aware that enforcement is not intended to be a punishment for those who have breached planning control, but a necessary function to protect the environment.

Where a development is considered likely to be granted planning permission, or where the imposition of conditions would enable appropriate control, the Council will encourage the submission of a retrospective planning application. This enables affected neighbours and interested parties to have their say. Where the Council considers that there is no prospect of planning permission being granted, and there is an adverse impact on the built environment, the Council will proceed to formal enforcement action where negotiations to resolve the matter informally are unsuccessful.

### **Negotiation**

Where it is considered that the breach of planning control is unacceptable, the Council will initially attempt to negotiate a solution unless the breach is causing an irreparable harm to the environment or local amenity. This may include the reduction or cessation of an unauthorised use or activity or the modification or removal of unauthorised operational development.

In carrying out negotiations, officers will have regard to the specific circumstances of the case, and advise an appropriate timescale for any remedial works or relocation to be carried out. Where it is clear from the outset that negotiation will not be successful, or where a

solution cannot be reached within a reasonable timescale, we will proceed with formal action.

**Retrospective planning application**

In circumstances where a breach of planning control has occurred and it is considered that the development could be made acceptable by the imposition of conditions, or where the submission of a planning application is likely to benefit the proper assessment of the impact of the unauthorised development, a retrospective planning application would be invited within a specified timescale. In such circumstances it will be made clear that the invitation is made without prejudice to any final decision the Council may make in the matter. If such an application is not submitted, the Council will consider whether or not it is expedient to take enforcement action.

## **COMMENCING FORMAL ENFORCEMENT ACTION**

Where negotiations with the contravener are unsuccessful, or if the breach of control is considered to have such a detrimental impact that more immediate action is needed, there are a range of powers available to the Council, which are set out in the paragraphs below.

The Planning Services Scheme of Delegation sets out which powers are delegated to the Head of Planning and Regeneration and which will require Planning Committee authority.

Once a report has been prepared for committee approval, the contravener and complainant will be advised of the date in writing. The Planning Committee meeting will be held in Council's Tiverton office at Phoenix House and meetings usually commence at 2.15pm. The meeting is open to the public. There is an opportunity for both parties to address the Committee. Details of the procedure on how to register to speak will be contained within the letter.

A copy of the officer's report is available either from Phoenix House five working days prior to the date of the Committee or via the Committee Meetings and Minutes link accessed from [www.middevon.gov.uk](http://www.middevon.gov.uk).

### **Enforcement Notice**

This can be issued where development is being carried out without planning permission or where a condition is not being complied with. It requires action to be taken to rectify the breach within a specified timescale. A copy should be served on the land and anyone with an interest in the land. Once the notice has been served, there is a further minimum period of 28 days before the notice becomes effective. Any person in receipt of a copy of the notice has right of appeal to the Planning Inspectorate. Failure to comply with an enforcement notice is a criminal offence tried in the Magistrates' or the Crown Court. The maximum penalty in the Magistrates' Court is a fine not exceeding £20,000 but there is no limit on the fine that the Crown Court may impose.

### **Breach of Condition Notice**

This can be issued where a condition on a planning permission is not being complied with. A copy of the Breach of Condition Notice, is not served on the land, but instead on anyone with an interest in the land and requires compliance with condition within a specified timescale. There is no right of appeal, but the validity of a breach of condition notice, and the appropriateness of the local planning authority's decision to serve it may be challenged by application to the High Court for judicial review. Summary prosecution can be brought in the Magistrates' Court for the offence of contravening a breach of condition notice. The maximum penalty on conviction is a fine, currently not exceeding £1,000.

### **Listed building Enforcement Notice**

This is similar to an Enforcement Notice but used where works have been carried out to a listed building, either without the benefit of listed building consent or in contravention of a condition of such a consent. The notice can require the removal of the unauthorised works and reinstatement.

### **Stop Notice**

This can be served with an Enforcement Notice or after we have served an Enforcement Notice if it is considered that continuing unauthorised development is causing irreparable

and immediate significant harm. The Stop Notice continues to take effect even if an appeal is lodged against the Enforcement Notice. It requires that activities cease to safeguard local amenity or public safety and to prevent serious or irreversible harm to the environment. There is a minimum three day period before it comes into effect. There is no right of appeal to the Secretary of State against the prohibitions in a stop notice. The validity of a stop notice, and the appropriateness of the local planning authority's decision to issue a notice, may be challenged by application to the High Court for judicial review. Where the associated enforcement notice is quashed, varied or withdrawn or the stop notice is withdrawn, compensation may be payable in certain circumstances and subject to various limitations

### **Temporary Stop Notice**

These can be served where we consider that there has been a breach of planning control, and it is necessary to stop the activity or development in question immediately to safeguard the amenity of the area. This differs from the normal Stop Notice powers as it is immediate and does not have to be accompanied by an Enforcement Notice, but it is only valid for a period of 28 days. There is no right of appeal when a Temporary Stop Notice is served, but a judicial review can challenge the validity and propriety of our decision.

### **Section 215 Notices**

When the condition of land or buildings negatively affects the amenity of an area, a Section 215 Notice can be served. This requires the owners and occupiers of the land to take specific steps to secure an improvement in its appearance. Recipients of a Section 215 Notice have the right of appeal to a Magistrates' court. Failure to comply with the notice is an offence.

Where an appeal is lodged with the Planning Inspectorate against any notice issued by the Council, the complainants, the applicable Ward Councillors and the Town/Parish Council will be notified in writing and advised on how they may contribute to the appeal process, should they wish to do so.

### **Prosecution**

We can commence Court proceedings where a formal notice has not been complied with. In addition, in some instances we can commence legal proceedings for unauthorised works without the need to serve any formal notices, e.g. unauthorised works to a listed building or a protected tree or an unauthorised advertisement.

We will apply two tests in cases where a prosecution appears likely, in consultation with our legal services department:

- i) The evidential test - Is there admissible and reliable evidence that the offence has been committed, and that there is a reasonable prospect of conviction?
- ii) The public interest test - Is it in the public interest to take action?

### **Direct Action**

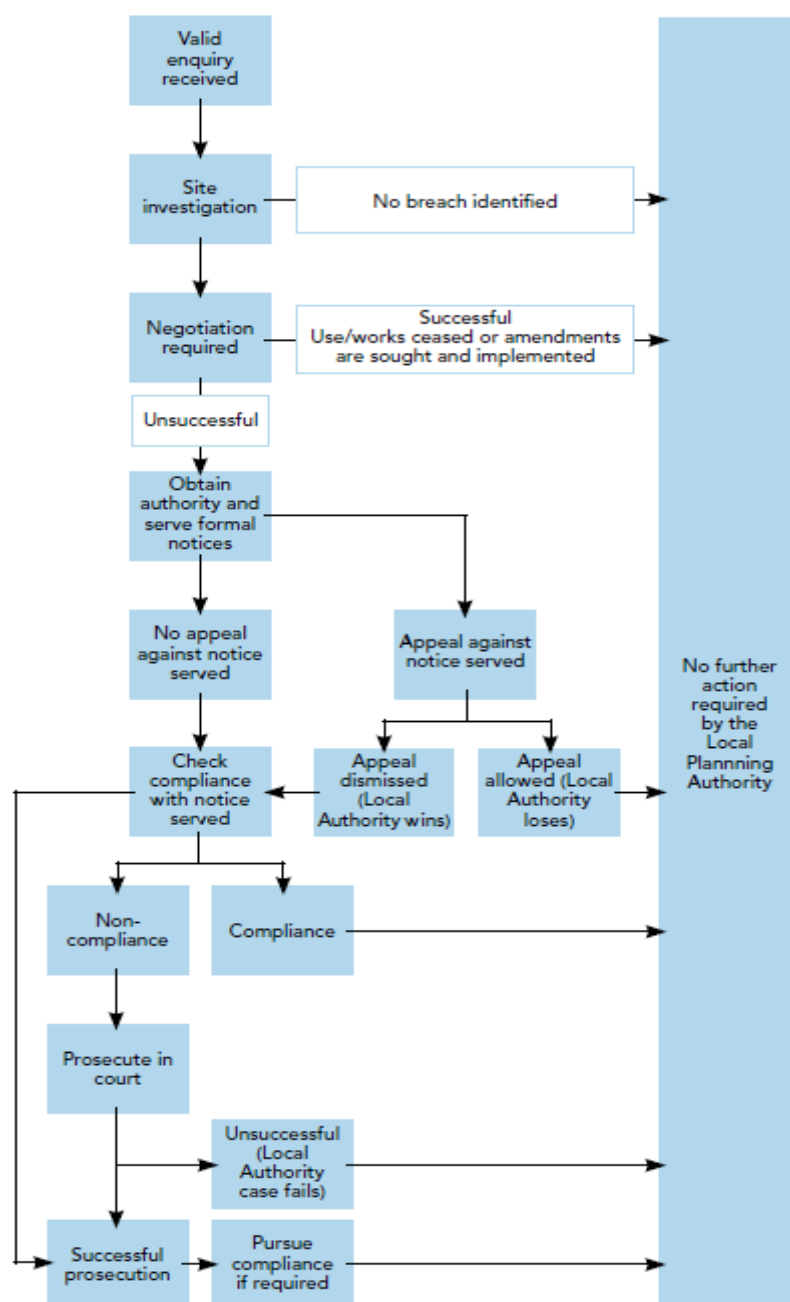
The Council has powers to enter land to carry out works and to make sure an Enforcement Notice or a Section 215 Notice is complied with by carrying out the required steps ourselves. The Local Planning Authority may also recover from the person who is then the owner of the

land any expenses reasonably incurred by them in doing so, either by direct billing or by registering. a charge on the property with the Land Registry. Direct Action is costly, and will only be considered when the level of harm being caused is sufficient to justify the use of limited resources.

### **Injunction**

This is an order of the High Court or the County Court, which can be used to restrain an actual or anticipated breach of planning or listed building control. This power is used where nothing short of an injunction would be effective to restrain breaches. There are compensation implications for the LPA to consider. Failure to comply with an injunction can lead to an unlimited fine and/or imprisonment.

## How the process works





## TARGETS FOR ACTION

The planning service aims to achieve the following targets. The Service will set performance targets depending upon the priorities and resources available to deliver the planning enforcement service:

ACTION	TARGET TIME
Register and acknowledge all written complaints	3 working days
Carry out initial site visit – High priority cases	3 working days
Carry out initial site visit – Medium priority cases	10 working days
Carry out initial site visit – Low priority cases	15 working days
Initial response to complainant setting out progress or informing about a decision in cases where there is no breach	Within 5 working days of the date of the initial site visit
Notify complainant that Enforcement Notice has been served or decision that 'no action' will be taken	Within 5 working days of the issue of the notice or decision to take no further action.

When cases take a long time to investigate, for example where on-going monitoring is required, the Enforcement Officer will update the complainant at each significant stage of the process. This might include consulting if a retrospective planning application is submitted or advising of the compliance date within an issued enforcement notice.

The Enforcement Service will endeavour to resolve enquiries within three months of their receipt. However, where formal enforcement action is required, such as the issue of an enforcement notice, the timescales involved will not make this possible.

## **MONITORING THE IMPLEMENTATION OF PLANNING PERMISSIONS**

It remains the responsibility of individual developers to comply with the terms and conditions set out in their planning permissions. However, failure to comply can affect not only the quality of the environment of the district or the amenity of the neighbourhood and also undermine the reasons and justification for granting planning permission in the first place.

There is no requirement for a developer to notify the Council of commencement of most developments once planning permission has been granted, however we ask that they do so. We are not always aware of when work commences on site and it is of assistance if this is brought to our attention. Due to limited resources, it is not possible for the Council to monitor every planning permission granted. We rely in part on nearby residents and the Town and Parish Councils to let us know if they notice things are not being built in accordance with the approved plans, or if a condition is not being complied with.

Where planning applications have attracted a high level of public interest we will endeavour to monitor the implementation of any permission granted.

## **REVIEWING THE PLAN**

This Local Enforcement Plan will be reviewed every three years or sooner if there is a substantial change in the relevant legislation.

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## **CABINET 5<sup>TH</sup> JANUARY 2016**

### **REPORT OF THE HEAD OF PLANNING AND REGENERATION**

#### **MID DEVON LOCAL PLAN REVIEW 2013 – 2033 CULLOMPTON MAP**

**Cabinet Member** Cllr Richard Chesterton  
**Responsible Officer** Mrs Jenny Clifford, Head of Planning and Regeneration

**Reason for Report:** For members to note the amendment of the Cullompton map made under delegated powers.

**RECOMMENDATION:** None, for information only.

**Relationship to Corporate Plan:** The Local Plan is the prime mechanism for the Council to achieve the Corporate Plan 2016 to 2020 Economy, Homes, Community and Environment priorities.

**Financial Implications:** The financial implications for the preparation of the Local Plan are reflected in existing budgets.

**Legal Implications:** None. The amendment has been made under delegated authority.

**Risk Assessment:** In instances where there is a mismatch between a policy and map, the policy takes precedence. The correction made to the map under delegated powers address drafting errors and do not make any changes to the allocation policy.

#### **1.0 Background.**

- 1.1 Comprehensive reports on the Local Plan Review were presented to Cabinet and Council on 22<sup>nd</sup> November and 1<sup>st</sup> December 2016 respectively. These reports highlighted the changes proposed to be made to the plan.
- 1.2 The report considered at Cabinet and Council identified the main proposed changes to the plan resulting from the above, with reference to the full schedule of modifications appended to the report and sought approval to undertake consultation on these local plan modifications.

#### **2.0 Mapping for allocation CU1 North West Cullompton.**

- 2.1 Since the production of the paperwork for Cabinet on 21<sup>st</sup> November and 1<sup>st</sup> December 2016, it has come to light that parts of the proposed allocation were accidentally omitted from the map presented at these meetings.
- 2.2 As previously reported, following the 2015 proposed submission consultation, the map of this allocation was updated to reflect the boundaries between the development area and green infrastructure within the approved masterplan and to reinsert land to the west (owned by Mr Brunt) into the allocation. However it has since come to light that the map presented as part of the

report documentation omitted two parcels of land that form part of the proposed allocation: one at Growen Farm and one to the north east of the allocation. Both of these land parcels were included within the allocation consulted upon in 2015 and have not been deleted since. Their omission from the map was a drafting error. The policy wording for the allocation is correct with 1350 dwellings which includes both these land parcels.

### 3.0 Delegated authority and mapping amendments made.

3.1 At the Council meeting on 1<sup>st</sup> December 2016 the following delegated authority was given:

*‘That delegated authority be given to the Head of Planning and Regeneration, in consultation with the Cabinet Member for Planning, to make minor changes both before and after consultation to the text and maps including updating factual information such as the latest commercial land survey results.’*

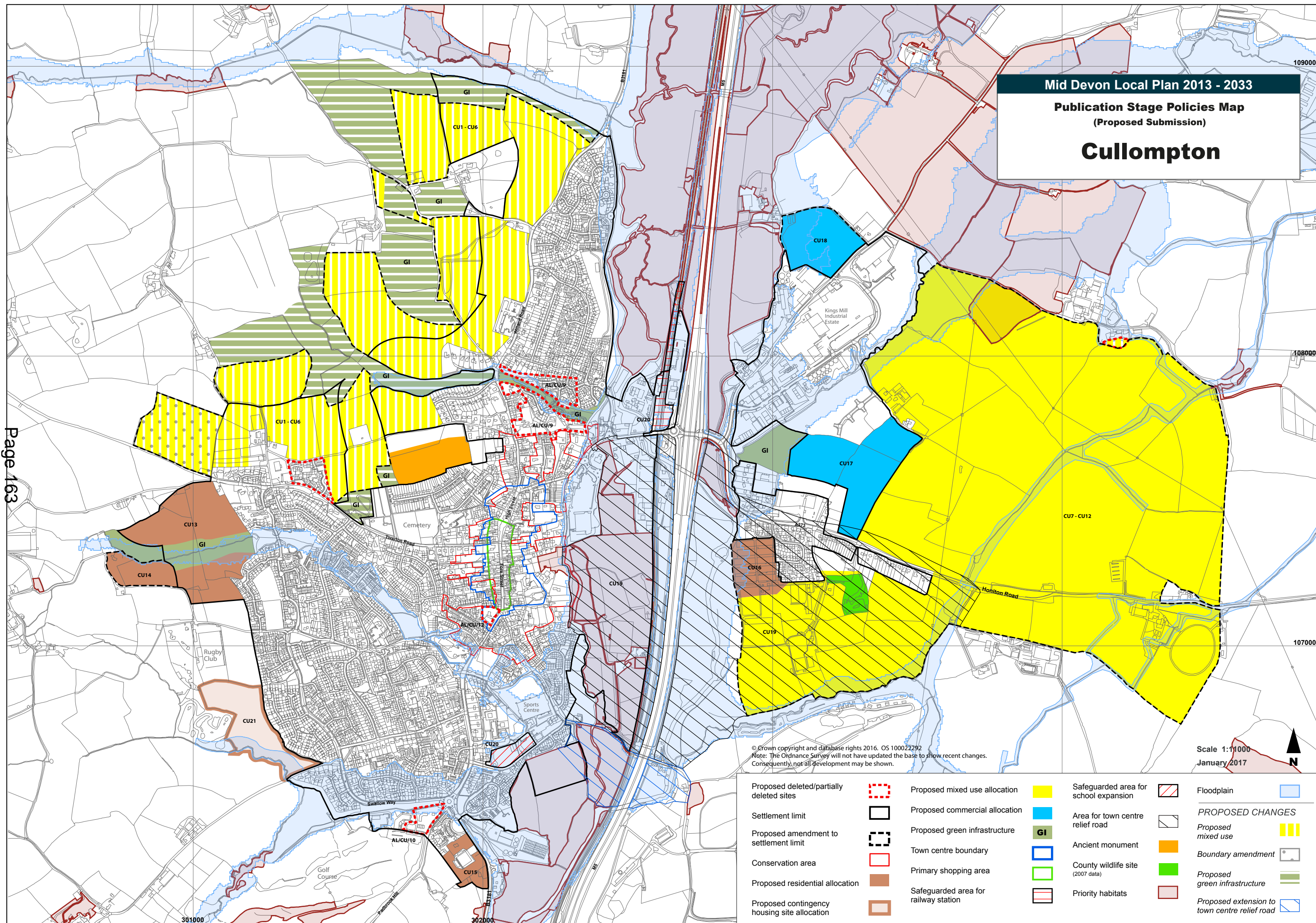
3.2 The Cullompton map going out to consultation as part of the Local Plan Review paperwork has been amended in two ways under this delegated authority in consultation with the Cabinet Member for Planning and Regeneration:

- i) To reinstate these land parcels
- ii) To slightly amend the boundary between the green infrastructure and development area at the top of Rull Hill to better reflect the adopted masterplan.

A copy of the updated map for Cullompton is attached at **Appendix 1** to this report. This is being reported to Cabinet for reason of transparency.

<b>Contact for any more information</b>	Adrian Welsh, Forward Planning Team Leader 01884 234344 <a href="mailto:awelsh@middevon.gov.uk">awelsh@middevon.gov.uk</a>
<b>Background Papers</b>	Cabinet November and December 2014; Council January 2015; Council 27 <sup>th</sup> April 2016; Cabinet 15 <sup>th</sup> September 2016; Council 22 <sup>nd</sup> September 2016; Cabinet 21 <sup>st</sup> November 2016 Council 1 <sup>st</sup> December 2016
<b>File Reference</b>	
<b>Circulation of the Report</b>	Councillor Richard Chesterton, Cabinet Member for Planning & Regeneration Management Team







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**CABINET  
5<sup>TH</sup> JANUARY 2017**

**REPORT OF MRS JENNY CLIFFORD, THE HEAD OF PLANNING AND  
REGENERATION**

**GREATER EXETER STRATEGIC PLAN: LOCAL DEVELOPMENT SCHEME AND  
OTHER MATTERS**

**Cabinet Member** Cllr Richard Chesterton  
**Responsible Officer** Mrs Jenny Clifford, Head of Planning and Regeneration

**Reason for Report:** To make further recommendations on various aspects of the Greater Exeter Strategic Plan (GESP) to be prepared jointly with the Councils of Mid Devon, East Devon, Exeter City and Teignbridge in partnership with Devon County Council.

**RECOMMENDATIONS TO COUNCIL THAT:**

- 1. The subject matter of the Greater Exeter Strategic Plan is agreed, subject to review as the plan is prepared.**
- 2. The timetable for the Greater Exeter Strategic Plan is agreed.**
- 3. The Local Development Scheme attached as Appendix 1 is to have effect from 22<sup>nd</sup> February 2017.**
- 4. The Greater Exeter Strategic Plan is prepared under Section 28 of the Planning and Compulsory Purchase Act 2004, without the need for a statutory joint planning committee (thereby retaining sign off of key plan stages by individual councils).**
- 5. A Member Steering Group is set up with a representative from each of the five councils, to which the Cabinet Member for Planning and Regeneration is appointed, with the Leader as his deputy.**
- 6. A joint informal advisory reference forum is set up consisting of 5 councillors each from Mid Devon, Devon, East Devon, Exeter and Teignbridge to consider and make comments on draft plan proposals before they are formally considered by each council.**
- 7. That the “Issues” document attached as Appendix 2 to this report is agreed for consultation.**
- 8. That the draft Greater Exeter Statement of Community Involvement attached as Appendix 3 is agreed for consultation.**
- 9. That resolving any inconsistencies arising from the decisions of individual councils is delegated to the relevant Chief Executive in consultation with their Cabinet/Executive members for Planning.**

**10. That delegated authority to agree minor modifications (which do not go to the heart of the documents' meanings) is granted to the Head of Planning and Regeneration in consultation with the Cabinet Member for Planning and Regeneration.**

**11. That the staffing proposal is approved with additional funding of £30,000 in order to ensure Mid Devon is represented.**

**Relationship to Corporate Plan:** The Corporate Plan contains priorities of homes, community, economy and environment. Exploring collaborative working with other Councils on a sub-regional basis will enable enhanced delivery of these priorities through a joint strategic planning approach..

**Financial Implications:** The Cabinet report of 7<sup>th</sup> July 2016 set out anticipated costs associated with the production of a joint strategic plan, with emphasis on joint commissioning of the evidence base. A joint budget of £330,000 has been agreed for 16/17 on the basis of £70,000 equal split per authority with DCC also contributing £50,000 and holding the budget. This report also gave estimates for future financial years. The cost of the examination of the joint strategic plan will also be shared between authorities. Due to difficulties resourcing simultaneous work on the Mid Devon Local Plan Review and the Greater Exeter Strategic Plan from within the existing establishment of the Forward Planning team, an additional £30,000 is proposed to secure additional staff resource in order to ensure Mid Devon is adequately represented on GESP work.

**Legal Implications:** Authority has previously been granted to enter into a Memorandum of Understanding (MOU) between 'Greater Exeter' Councils. The MOU is not intended to be legally binding although signatory Councils will use reasonable endeavours to comply with its terms, spirit and honour any obligations arising.

Agreement has previously been reached to take advantage of the opportunity to work together in order to deliver a joint strategic plan across of the Great Exeter area. Local Planning Authorities have plan making responsibilities under the Planning and Compulsory Purchase Act 2004. This Act includes provisions for joint plan making. The Localism Act 2011 also introduced a legally binding duty to cooperate between authorities. This report sets out the legal basis upon which the GESP is proposed to be formulated, governance arrangements including seeking agreement over the establishment of a member steering group with associated representation, means to involve wider membership and to resolve any differences between councils.

**Risk Assessment:** The main risk associated with this decision is the potential for money to be expended in pursuing a joint strategic plan which could be wasted if agreement cannot be reached and/or the plan work is aborted. It is however considered that given the duty to co-operate on plan making whether through joint work or otherwise this risk already exists to some extent and any abortive work will still be of value to work on separate plans in any event. Against this must be set the risk of future local plans failing their "duty to co-operate" without a clear agreed strategic plan. The relevant Councils have already agreed to work together to jointly

prepare a strategic plan for the Greater Exeter area together with a joint budget to fund plan evidence base.

From a Mid Devon perspective, there is also risk that work on a Greater Exeter area strategic plan will divert from the completion of the Mid Devon Local Plan Review. It is unusual for an authority to work on two plans covering different plan periods simultaneously. However the Local Plan Review will remain the top priority for the MDDC Forward Planning team and is expected to be submitted to the Planning Inspectorate before the end of March 2017. Accordingly, until the examination of that plan has been completed, Mid Devon will contribute financially towards evidence commissioning, but will be in less of a position to participate in terms of staff resources in comparison with the other Greater Exeter area councils. Nevertheless in recognition of the importance of GESP and Mid Devon's desire to be a full partner in the shared work, funding for additional staff resource is sought within this report to contribute in the short /medium term.

## **1. BACKGROUND**

1.1. The four Local Planning Authorities of East Devon, Exeter, Mid Devon and Teignbridge have confirmed that they will prepare a joint plan to cover strategic matters for their area and have agreed the general funding arrangements. Work will be in partnership with Devon County Council. Decisions were taken by full council meetings of each on 27 July, 26 July, 31 August and 26 September respectively. It is proposed that further consideration is now given to:

- **Subject matter and scope.**
- **GESP timetable**
- **Mid Devon Local Plan Review timetable**
- **Local Development Scheme**
- **Governance**
- **Issues Report consultation**
- **Statement of Community Involvement consultation**
- **Housing and Employment Land Call for Sites**
- **Dealing with inconsistencies between councils**
- **Staffing arrangements**

## **2. MAIN IMPLICATIONS**

### **Subject Matter and Scope**

2.1. The geographical scope and broad subject matter of the plan have already been agreed, extending to Mid Devon, East Devon, Exeter and Teignbridge (excluding Dartmoor National Park) and covering the following strategic planning matters;

- The vision for growth and development
- Housing and economic development needs and general distribution
- Strategic development allocations
- Strategic planning policies and infrastructure proposals
- Other policies where consistency is considered to be beneficial

2.2. Decisions on the plan's detailed contents will undoubtedly evolve as the plan progresses, and as evidence presents itself. In particular, the impact of financial and other devolution agreements and government policy changes will be kept under review. However, bearing in mind these uncertainties a potential structure and scope is emerging from officer discussions as below, with implications for city, town and countryside across the GESP:

- Contents
  - A list of chapters and policies.
- Executive summary
  - A short outline of what the plan is seeking to achieve and how.
- Role of the joint plan and relationship with other plans
  - Setting out the overall scope of the plan and how it can support other related strategies such as the Local Enterprise Partnership's policies and the results of the devolution discussions. How it relates to the existing and proposed new local plans prepared by each council and with Neighbourhood Plans. Duty to cooperate discussions.
- Background changes and issues
  - A consideration and analysis of what is happening and the problems and opportunities arising.
- Overarching vision and objectives
  - High level principles underpinning the plan
- Plan Strategy
  - Description of the overall strategy which best meets vision and the challenges facing the area. Covering the big ticket themes of where and how many homes and jobs are needed, how key environmental assets will be protected and enhanced and the need for new and improved infrastructure.
- Strategic Settlements and area strategy and functions
  - The implications of the vision and strategy for each of the main settlements and the plan area as a whole. Setting out the key planning functions and role of these.
- Strategic Development Proposals
  - The strategic development sites allocated in this plan to meet the strategy and other area's needs. Implications for the remaining district/city level local plans' allocations.
- Strategic Policies
  - Homes – setting the strategic targets for the objectively assessed need for housing, and considering the need for specific types of housing (including affordable, student, custom build and accessible homes).
  - Economy – considering forecast economic performance and how the plan can guide/improve. This is likely to include consideration of particular economic sectors (and in particular the evolving role of the knowledge economy and innovation), the protection of key economic assets across the whole plan area.
  - City and Town Centres – giving the overall approach to the need and best locations for retail, leisure and other “main town centre uses” taking account of the existing “hierarchy” of town and city centres in the area.

- Environment – policies concerning issues including climate change, air quality, flooding, protection of European sites, other strategic landscape and biodiversity matters and heritage protection.
- Community infrastructure – policies and proposals for the provision of community facilities and infrastructure, including information, smart systems and broadband.
- Quality of development – improving the design of new development, including consideration of density and space standards.
- Implementation, delivery and monitoring – proposals to ensure that policies and proposals happen on the ground and how their success will be measured.

### 3. Greater Exeter Strategic Plan Timetable

3.1. An indicative timetable was included in the previous report, subject to further investigation. Officers have considered this matter further, with a more detailed assessment of the evidence and other stages needed to prepare a strategic plan for this wide area. A revised timetable for the GESP is now proposed, as follows.

- February 2017
  - Consultation on an Issues Report
  - Consultation on a Greater Exeter Draft Statement of Community Involvement
  - Housing and Employment Land Availability Assessment “call for sites”
- January 2018 - Consultation on Draft Plan
- February 2019 - Publication (Proposed Submission) Plan
- August 2019 – Submission of Plan
- November 2019 - Hearings before Planning Inspector
- June 2020 – Adoption after Inspector’s report received

3.2. This timetable is reflected in a proposed Local Development Scheme set out in **Appendix 1** and will be similarly reflected in the other councils’ schemes.

### 4. Mid Devon Local Plan Review Timetable

4.1. The timescales for the production of the Mid Devon Local Plan Review together with associated Local Development Scheme were reported to Cabinet on 21<sup>st</sup> November 2016.

Stage	Date
Sustainability Appraisal Scoping	May 2013 (completed)
Preparation Stage Consultation	January 2014 (completed)
Publication Stage Consultation	February – April 2015 (completed)
Modifications Consultation	January – February 2017
Submission	March 2017

Hearings	September 2017
Adoption	January 2018
Revision	2020

- 4.2. Until the adoption of the Mid Devon Local Plan Review the planning team will be working on both plans at the same time, although the Local Plan will be prioritised through to examination completion.
- 4.3. The GESP is a strategic plan and as such it will not update all of the Mid Devon Local Plan Review policies. Therefore a timetable for a review of the remaining local plan elements is proposed to commence in 2020.
- 4.4. This is reflected in the proposed Local Development Scheme at **Appendix 1** to this report. It is recommended that the Local Development Scheme is approved, to be published on the council's website and to come into force on 22<sup>nd</sup> February 2017.

## 5. Governance of Greater Exeter Strategic Plan

- 5.1. Plans require member decisions at certain stages. A joint plan can be prepared under either of Sections 28 or 29 of the Planning and Compulsory Purchase Act 2004.
- 5.2. Under Section 28 a joint plan is subject to separate decisions by each of the Local Planning Authorities. In other words, all four councils will need to approve the plan at each relevant stage in accordance with their own constitutions/schemes of delegation.
- 5.3. Under Section 29, by comparison, a Statutory Joint Committee is set up with the delegated authority to prepare the joint plan as a planning authority. Setting up a joint committee requires that an order is laid before parliament defining its scope, remit and membership. Once the plan is adopted by the joint committee it is as if it has been adopted by each of the participating planning authorities.
- 5.4. The councils are being recommended to prepare the plan under the first of these approaches in view of the need to progress the plan quickly, without waiting for Secretary of State/Parliamentary approval. This would require no alterations to the individual constitutions of each council.
- 5.5. As part of the plan preparation process, it is further recommended that a member steering group is set up between the five councils, consisting of the appropriate cabinet / portfolio holder from each. This would have no formal decision making powers, which would remain with each council as set out above, but would provide high level leadership guidance into the work of the existing officer board.
- 5.6. It is recognised that it might be difficult for the wider council membership to input into a joint plan through the normal committee/council channels. It is therefore proposed that member input is provided for in two additional ways.

Firstly, it is proposed that a joint informal advisory reference forum is set up, consisting of 5 councillors from each of the five authorities (total 25 members). There would be an expectation that the councillors from each authority would be politically balanced. This joint forum would consider plan drafts and comment upon them before they are finalised and presented to the meetings of the individual councils. Secondly, officers will run member briefings before each formal committee cycle to allow all councillors to review and comment upon draft plan contents and proposals. This would help to ensure that councillors' views can be considered before proposals are finalised.

5.7 Members should note that there is a separate proposal to set up a Greater Exeter Growth and Development Board as a formal joint committee to consider economic development and other key related strategies for the area which will inform the strategic context for the GESP. This has been agreed in principle by Exeter and Teignbridge and will be considered by East Devon and Mid Devon. (Note that Devon County have confirmed their wish not to be involved in such a joint committee at this stage, although this does not undermine their commitment to the GESP). It is envisaged that the member steering group referred to above would have a role reporting on plan progress and strategy to the joint committee. This does not affect the recommendation referred to above to prepare the GESP under Section 28.

## **6. Issues Consultation**

6.1. To give an opportunity to explain the scope of the Greater Exeter Strategic Plan and to encourage initial expression of views, it is recommended that the councils publish a short "launch" document for the plan, attached as **Appendix 2** to this report. This will;

- Introduce and explain the reasons for preparing an agreed strategy across the Greater Exeter area;
- Summarise the proposed general scope and subject matter of the Greater Exeter Strategic Plan;
- Introduce a number of relevant planning issues;
- Invite anyone with an interest to send us their initial views on what a plan of this type should contain and any other matters.

6.2. There are no specific proposals within this short document, it therefore provides an open opportunity for initial comment. It is proposed that this is published in February 2017, as set out in the timetable above. This allows for our already-timetable Mid Devon Local Plan Review consultation on local plan changes to finish before new GESP consultations start, avoiding potential for confusion.

6.3. You are recommended to endorse the issues report for publication and consultation.

## **7. Greater Exeter Statement of Community Involvement (SCI)**

7.1. Each of the councils have their own Statement of Community Involvement (SCI) which contain policies on how the councils will consult on planning

decisions. However, these differ between the councils. Therefore if the existing SCI policies were used to guide GESP preparation, the consultation processes would vary within the GESP area. It would be time consuming to review each of the councils' existing SCIs individually to incorporate four identical GESP-specific sections, causing delay and diverting staff resources from actual plan production. Instead, it is proposed that a joint SCI is prepared, covering GESP-specific consultation only, to sit alongside each council's existing SCI.

7.2. While there is no specific legal requirement to consult on an SCI it is nevertheless proposed to do so and a draft is attached as **Appendix 3**, to be approved for consultation alongside the Issues report. The final SCI will be brought back to each council for adoption during 2017.

## **8. Housing and Employment Land Availability Assessment (HELAA)**

8.1. It is a requirement of government policy that plans are deliverable; for development allocations a HELAA (formerly SHLAA) is prepared. An early stage of this is a "call for sites" where landowners, developers and site promoters are invited to advise the councils of land which is available for economic, housing and other development. This "call for sites" is not a consultation event as such, however it is of course a fairly public process. It needs to be undertaken early in the plan making process to allow time to research and assess the submitted sites before the contents of the Draft Local Plan are recommended to each council. It is therefore proposed that the call for sites starts alongside the publication of the Issues Report and Draft SCI.

## **9. Ensuring Consistency**

9.1. Because decisions are taken by the four separate councils individually, it is possible that inconsistencies could arise. For example, a change of wording to the Issues Report could be agreed by one of the councils, but not considered by any of the others. It is hoped that this will not occur since the documentation has been prepared with the collaboration of the officers from each of the councils and the report is relatively uncontroversial. However, if that did happen there needs to be a process for achieving agreement before the document is formally published. It would be extremely time consuming for a revised version to go through each council's committee cycle again, delaying plan production against the timetable above. It is therefore recommended that such inconsistencies are resolved through agreement between the four Chief Executives in consultation with the relevant portfolio holders. This is reflected in the recommendations above.

## **10. Staffing Resources**

10.1. The councils agreed to provide a central budget, held by Devon CC, to fund necessary evidence for the GESP work. This has now been set up and is working well. The earlier reports stated that staffing would be considered and reported back in more detail. Thus far the plan has been prepared using staff from each of the partner councils, in varying proportions reflecting their available team members. Following discussions between officers based on the experience so far it is now proposed to instead set up a joint team to carry out the core work on the plan, calling in additional staff, for example specialist advice, where necessary. It is considered that this will increase



the efficiency of the work and in particular help to achieve the timetable set out above.

10.2. Devon County is committed to joint working on GESP. Exeter and Teignbridge propose to continue to task existing staff to this joint team, without the need for additional staff being employed. However existing workloads within Mid Devon and East Devon do not currently permit this approach in the short/medium term. Accordingly, each of these authorities propose to appoint a temporary staff resource to work with the joint team from April 1<sup>st</sup> 2017. When workloads allow, existing East and Mid Devon staff will become available to work on the GESP. Further details such as location, timing and Human Resources implications are to be determined by agreement between officers of the five councils.

10.3. Mid Devon is unique in the GESP partner authorities in that we are working on two plans simultaneously. The Mid Devon Local Plan Review is well advanced and proposed to be submitted before the end of March 2017. However it is unlikely that the examination of that plan will be completed until after September 2017. Until then the priority for the staff in the Forward Planning team is the Mid Devon Local Plan Review. The importance of work on the GESP and the need for Mid Devon to act as a full partner in that joint work is recognised. However in order to make a meaningful contribution to that work and also to make sure that Mid Devon is represented, an additional staff resource is required. It is anticipated that this will be until the examination into the Mid Devon Local Plan Review has been completed. An additional £30,000 is sought in order to secure this resource and arrangements have been made to second time from forward planning staff from a different authority to assist with this. It is likely that the additional staff resource from Mid Devon towards GESP will initially comprise time from more than one officer, but it is intended that following the examination a dedicated resource will be made available at 1 FTE.

## 11. Groups consulted

11.1 The report has been agreed jointly with officers of the five participating authorities and is being presented (with appropriate variations to reflect local matters) to each.

<b>Contact for any more information</b>	Jenny Clifford, Head of Planning and Regeneration 01884 234346 <a href="mailto:jclifford@middevon.gov.uk">jclifford@middevon.gov.uk</a>
<b>Background Papers</b>	Cabinet 12 <sup>th</sup> May 2016, 7 <sup>th</sup> July 2016, 21 <sup>st</sup> November 2016
<b>File Reference</b>	None.
<b>Circulation of the Report</b>	Cabinet Member for Planning & Regeneration

## **Appendix 1**

### **Local Development Scheme 22 February 2017**

#### **Greater Exeter Strategic Plan.**

1. The Greater Exeter Strategic Plan will cover the local planning authority areas of East Devon, Exeter, Mid Devon and Teignbridge (i.e. those Councils' administrative areas excluding Dartmoor National Park). It will be prepared jointly by those four local planning authorities with the support of Devon County Council under Section 28 of the Planning and Compulsory Purchase Act. It will:
  - set an overall vision and strategy for the development of the area in the context of national and other high level policy;
  - include overarching, cross-boundary and strategic targets, policies and proposals for development and conservation
  - guide the overall level and distribution of development
  - make strategic development and infrastructure proposals
  - contain other strategic policies necessary to implement the vision and strategy; and
  - cover the period to 2040.
2. Once adopted it will supersede specified strategic parts of the East Devon Local Plan, Exeter Core Strategy, Exeter Local Plan, Mid Devon Local Plan (once adopted), Teignbridge Local Plan and any other Development Plan Documents as necessary.
3. The preparation timetable is as follows:
  - January 2018 – consultation on draft plan
  - February 2019 – Publication (Proposed Submission)
  - August 2019 – Submission
  - November 2019 – Inspector's Hearings
  - June 2020 – Adoption

#### **Mid Devon**

##### **1. INTRODUCTION**

- 1.1 Mid Devon District Council is required to prepare and maintain a Local Development Scheme (LDS) for the district. The LDS provides interested people and organisations with the Council's project plan for the preparation of local development documents. The Planning and Compulsory Purchase Act 2004 states that the LDS must specify:
  - The local development documents which are to be 'development plan documents'
  - The subject matter and geographical area to which each development plan document relates

- The timetable for preparation and revision of the development plan documents

1.2 Local authorities can update their LDS at such times as considered appropriate. The previous Mid Devon version has been in place since October 2015. Since this time the Council has been undertaking a review of the Local Plan.

## 2. THE LOCAL PLAN

2.1 The National Planning Policy Framework (NPPF) states that Local Plans are key to delivering sustainable development and that local authorities should produce a Local Plan for their area. The Local Plan can then be reviewed in whole or in part to respond flexibly to changing circumstances.

2.2 Mid Devon's Local Plan is currently made up of three parts, all of which are development plan documents. The three documents are:

Document	Adopted	Scope	Subject matter
Local Plan Part 1 - Core Strategy 2006 to 2026	July 2007	Mid Devon	The Core Strategy is part 1 of the district's Local Plan. It was adopted in accordance with the timetable set out in the Council's first Local Development Scheme. It sets out a spatial strategy and strategic policies for Mid Devon and its settlements.
Local Plan Part 2 – Allocations and Infrastructure Development Plan Document (AIDPD)	October 2010	Mid Devon	The AIDPD is part 2 of the district's Local Plan. It allocates sites for housing, retail and employment development, whilst setting necessary infrastructure requirements, with policies on the Community Infrastructure Levy, public open space, affordable housing, education provision, green infrastructure and carbon footprint reduction.
Local Plan Part 3 – Development management policies (LP3)	October 2013	Mid Devon	LP3 is part 3 of the district's Local Plan. It provides the detailed development control policies to deal with the specifics of planning applications

2.3 Supplementary Planning Documents (SPDs) are not part of the Local Plan, nor are they considered to be development plan documents. Therefore, information on their production is not set out within the LDS. Instead, such information can be found on the Mid Devon website at <https://new.middevon.gov.uk/planning-policy/supplementary-planning-documents/>.

2.4 The former Devon Structure Plan 2001-2016 (adopted October 2004) and the South West Regional Spatial Strategy (draft, never adopted) have both been revoked by the Government so their provisions no longer apply.

### 3.0 NEW LOCAL PLAN

#### **Local Plan Review (Core Strategy, AIDPD and LP3) Adoption Target: 2017**

- 3.1 The existing Core Strategy has been in place for nine years and the AIDPD for six years. A review process began prior to the adoption of LP3 in October 2013 to reflect the need to adhere to the provisions of the National Planning Policy Framework. This review process includes all strategic policies and allocations for the district, and incorporates development management policies such as those in LP3. The updated document will replace the existing Core Strategy, the AIDPD and LP3 to produce a single Local Plan for the district (effectively a review of parts 1, 2 and 3 of the current Local Plan). The new document will extend the time period of the plan to 2033.
- 3.2 The reviewed Local Plan will contain:
- Strategic policies guiding housing, employment and retail distribution across the district;
  - The development focus for each of the three towns of Tiverton, Crediton and Cullompton, the villages of the district and the open countryside;
  - Site allocations for housing, employment, retail development, community facilities and infrastructure; and
  - Development management policies.
- 3.3 The evidence base for the Local Plan will include a Strategic Housing Land Availability Assessment, Strategic Housing Market Assessment, Open Space and Play Area Strategy, Viability Assessment, Gypsy and Traveller Accommodation Assessment, Renewable and Low Carbon Energy Screening Study, Landscape Character Assessment, Habitat Regulations Assessment, Transport Assessment, Town and Village Character Assessment, Retail Study, Employment Land Review, Infrastructure Delivery Plan and Strategic Flood Risk Assessment. A Community Infrastructure Levy charging schedule is also being produced alongside the Local Plan review.
- 3.4 Coverage: Mid Devon
- 3.5 Conformity: the document will be produced in conformity with the National Planning Policy Framework.
- 3.6 The following table sets out the timetable for production and adoption of the document:

<b>Stage</b>	<b>Date</b>
Sustainability Appraisal Scoping	May 2013 (completed)
Preparation Stage Consultation	January 2014 (completed)
Publication Stage Consultation	February – April 2015 (completed)

Modifications Consultation	January – February 2017
Submission	March 2017
Hearings	September 2017
Adoption	January 2018
Revision	2020

#### **4.0 PROGRESS REPORTING**

4.1 The Council produces an Annual Monitoring Report (AMR) in December each year, covering the 'monitoring year' (of the preceding April-March period). The AMR sets out the list of documents that are included within the LDS, their timetable for preparation, the stage they are currently at, and if they are behind schedule the reasons for this.

4.2 The AMR is made available on the Mid Devon website and can be seen at: <https://new.middevon.gov.uk/planning-policy/monitoring/>

#### **5.0 REVIEW OF THE LOCAL DEVELOPMENT SCHEME**

5.1 The Planning and Compulsory Purchase Act 2004 states that local authorities can revise their LDS at such times as they consider appropriate. The Mid Devon District Council website will be updated to set out if the LDS has been subject to further revision. Proposed changes are subject to ratification by Cabinet.

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# Greater Exeter Strategic Plan



Consultation: Issues  
Regulation 18  
February 2017



## Introduction

The local authorities of East Devon, Exeter, Mid Devon, Teignbridge and Devon County Council are working together, engaging with stakeholders and communities, to prepare a new joint plan. By working together we are seeking to deliver the best possible outcomes for the provision of new homes, jobs and infrastructure for existing and future generations, while also protecting and enhancing the environment. The plan area is being called Greater Exeter and covers all of the four local authority areas, excluding Dartmoor National Park.

This document is the first stage in producing the joint plan and is designed to stimulate debate early in the process. Your input will help inform the contents of the new plan and decisions on future growth and development. We need to be proactive in setting out where development will be located to ensure we meet the government's aim of boosting the supply of housing.

## A new plan

The new document, looking forward to 2040, will be called the **Greater Exeter Strategic Plan**.

The purpose of preparing the Greater Exeter Strategic Plan is to:

- Have a joined-up vision and aspirations for the area
- Meet the area's housing needs in the right locations
- Secure economic growth and increased prosperity
- Provide transport and infrastructure improvements needed to support sustainable growth
- Conserve and enhance the area's environment



## What is this document?

This is the first step in preparing the Greater Exeter Strategic Plan and, after setting out some background, we are asking your views on:

**The scope and content of the new joint plan**

**The key issues facing the area**

Your feedback will help shape the first draft of the Greater Exeter Strategic Plan which will be consulted on in 2018.



## How to get involved

You can make comments on this document between 17th February 2017 and 31st March 2017. Please fill in the online consultation form at:

[www.gesp.org.uk/<insert here>](http://www.gesp.org.uk/<insert here>)

If you need an alternative format to submit a response please email [<insert here>](mailto:<insert here>) or call **<insert here>**

We will be holding public exhibitions where you can learn more about the Greater Exeter Strategic Plan.

Date/time	Place
<insert here>	Exeter
<insert here>	Newton Abbot
<insert here>	Tiverton
<insert here>	Honiton

If you would like to be informed of progress without responding to this consultation, please register your details by providing us with your name and address, and if possible, email address.

## Preparing the plan

Writing the Greater Exeter Strategic Plan will involve extensive evidence gathering, public consultations and joint working with neighbouring authorities and partners. You can follow the progress of the Greater Exeter Strategic Plan at: [www.gesp.org.uk](http://www.gesp.org.uk)

We will prepare the plan using these steps:

Stage one (Current)	<b>Issues Consultation and Call for Sites</b>	You can comment on the content of the plan and provide local knowledge.
Stage two	<b>Draft Greater Exeter Strategic Plan</b>	You are invited to comment on draft policies, potential development locations and supporting information, based on the previous stage and evidence gathering.
Stage three	<b>Publication version of Greater Exeter Strategic Plan</b>	You can comment on the revised plan, changed in light of the previous stage and further evidence gathering. Plan and comments go to the Planning Inspector.
Stage four	<b>Planning Inspector's hearings</b>	An independent Planning Inspector examines the plan, evidence and comments made. He/she holds hearings to discuss the 'soundness' of the plan.
Stage five	<b>Adopted Greater Exeter Strategic Plan</b>	The plan is adopted and is used to inform local planning policy and decisions on planning applications.

## Proposed contents of the Greater Exeter Strategic Plan

Councils are required to produce planning policy documents to cover key issues such as housing, employment and the environment. We are proposing that the Greater Exeter Strategic Plan will include:

- Vision and objectives
- Strategy (covering the overarching direction of the area, the function of places, housing, economy, connectivity, environment, healthy and resilient communities)
- Strategic policies
- Development policies
- Strategic proposals and allocations (development and infrastructure)
- Delivery policies
- Monitoring indicators

## The Greater Exeter Strategic Plan and other plans

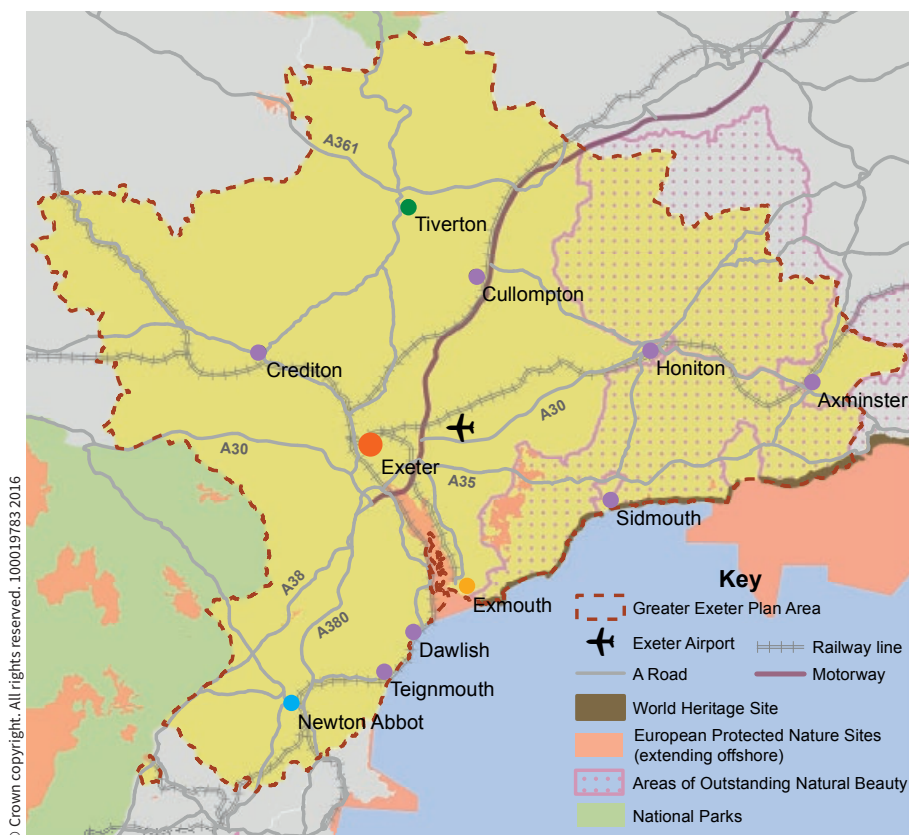
The relationship of planning documents in the Greater Exeter area is shown below:



### Question 1

Do you have any comments on the content of the Greater Exeter Strategic Plan and its relationship with other plans?

## The place



### ● Exmouth

Exmouth is the largest coastal town in the Greater Exeter area and is an important residential and commercial centre. Beside the sea and estuary, it is a desirable visitor and tourist destination with access to the Jurassic Coast (a World Heritage site) and a reputation for water sports. The Exe Estuary is an important wildlife habitat with European protection. The town benefits from a local rail link to Exeter but has a constrained road connection to the M5 and Exeter.

### ● Other market and coastal towns

The market and coastal towns in Greater Exeter play an important role in providing local services, facilities and some job opportunities. They offer highly valued access to rural and coastal environments.

Recently, the catchment area of people travelling to Exeter has increased, indicating a need to travel to achieve higher wages and better work prospects. Increased movement for work has created challenges for our transport system. A reliance on car journeys and difficulties in improving roads due to environmental and financial limits makes travel an issue in some locations.

### ■ Rural areas and villages

Most of the Greater Exeter area is rural or coastal. These beautiful areas provide a vital environmental asset for the area in terms of quality of life.

Larger villages act as local centres, complementing the role of nearby towns and Exeter. Although farming is not as significant a part of the economy as it once was, it supports many residents and associated industries. It also performs a vital role in managing the countryside.

### ● Exeter

The attractive city of Exeter is located strategically in south east Devon. At the heart of the Greater Exeter area it acts as a hub for local road and rail connections. Exeter benefits from a university, retail, commercial and cultural strengths and this, together with its setting, has encouraged strong economic growth. Exeter has been successful in attracting investment in knowledge based industries, building on the strength of the university and key employers like the hospital and Met Office.

Due to Exeter's location and economic success the city's population and its surrounds have grown significantly in recent years.

### ● Newton Abbot

Newton Abbot, part of the heart of Teignbridge, is the largest market town in the south west of the area.

It is located on the Teign Estuary between the coast and Dartmoor. It is strategically located close to the A38 and the A380 and also has a mainline rail station. The town offers a retail centre and employment which complements the business offer of Exeter, with specialist manufacturing. The town has developed large, residential areas in the recent past.

### ● Tiverton

Tiverton provides the greatest range of social and commercial services in the northern part of the area. It has good access to the M5, a rail service at Tiverton Parkway and is connected to the North Devon Link Road. Tiverton has seen significant housing development in the recent past. The largest employment sector is retail and wholesale trade with some larger employers.

## The issues

Here are our initial ideas on the issues affecting those who live and work in the Greater Exeter area which could be addressed in the plan:



### Housing

We know many residents in Greater Exeter find **houses unaffordable** and/or **struggle to find the right properties** to meet their needs (for example young families, older people). However, the picture is not the same everywhere; disparity is created by mixed levels of wealth and different house prices in the area.

The quality of our homes is also a key issue for many; we have homes which could be in **better condition**.



### Economy and employment

Greater Exeter has a good level of employment. However, **wages are low** compared to national averages. To improve the choice of jobs and the wages people receive, we need to maximise the assets we have for **high value economic growth** and ensure our workforce is appropriately **skilled and productive**.



### Transport

Many people living in Greater Exeter experience barriers to reaching employment and services. The rural nature of much of the area is a cause of this in a lot of cases. **High car dependency** is an **expensive** burden on many households and it is causing **traffic issues** on parts of our road network. It is also difficult to serve the rural areas efficiently with regular **bus services**. The reliance on cars has an **environmental cost** too. Transport can also be an opportunity – walking and cycling have significant health benefits.



### Environment

We live in an exceptional environment in terms of our city, towns and villages, coastline, rural areas and our heritage. It is important socially, economically, and inherently, that our **natural and built environment** is **conserved and enhanced**.



### Healthy communities

Our health is linked to many factors - the quality of our homes, our affluence, our lifestyles, the environment we live in. Whilst ensuring we **maximise opportunities to improve health** we also need to respond to new challenges. We have an **ageing population**; parts of Greater Exeter have significantly higher than average numbers of older people who may have specific requirements which need to be planned for. **Fuel poverty** also has a negative effect on people's health.



### Adapting to future challenges

The impact of **climate change** on Greater Exeter is a difficult issue to quantify but the extreme storms in 2014, which damaged the railway at Dawlish, and **flood risk** are examples of challenges to which we may need to respond more often due to changes in our climate. Alongside environmental challenges we also need to be prepared for **economic pressures**, with uncertainty due to our withdrawal from the European Union and fluctuations in costs of goods (for example fuel).



### Infrastructure

For communities to function and prosper they need infrastructure to support them, for example schools, health services, buses, trains, roads, broadband and flood defences. As the Greater Exeter population grows, further infrastructure will be required to ensure residents can thrive. Infrastructure **capacity** and **location/accessibility** are issues to be addressed.



### Question 2

Do these reflect the issues you see facing Greater Exeter?  
If not, what should we add or change?

## What will Greater Exeter be like in the future?

We need to bring together a strong, clear and aspirational vision for the area. We want to make sure that the Plan deals with the current issues and helps to achieve an improved future.

### Greater Exeter up to 2040

Exeter has an important role to play as a critical focus for investment and innovation to increase the prosperity of residents across the wider area. It has the potential to expand significantly the contribution it makes to the economic well-being of the southwest and the national economy, focusing on new, high tech industries such as applied environmental sciences and applied data analytics. The towns surrounding Exeter also have a key role in realising their full economic potential to support local residents too.

One of the key assets of the area, and one of the things most valued by residents, is the quality of the natural environment - the coast, the wider landscape and the historic and cultural heritage it contains.

There is also a strong relationship between the city of Exeter and the towns and communities in the wider area. This is a relationship that brings benefits to the whole area in terms of economic prosperity, access to facilities and overall quality of life.

#### Draft vision

The unique benefits of having a thriving, historic, University City situated within a vibrant network of rural towns and villages are maximised. The needs of Greater Exeter's communities are embraced, with economic successes built upon and new growth opportunities realised. Our exceptional coastal and rural environments are maintained and enhanced, supporting the healthy lifestyles of our communities. The area is a global leader at addressing the economic and environmental challenges associated with low carbon, energy, climate change and transport and Greater Exeter is established as a leading location for innovative, data-driven and knowledge-led businesses. Growth is sustainable, resilient and proactively managed to benefit both urban and rural communities.



### Question 3

Is the draft vision appropriate for guiding the future of the Greater Exeter area up to 2040?  
If not, what changes would you like to see?



## Themes for the Greater Exeter Strategic Plan

To deliver the vision and address the planning issues identified, we think the Greater Exeter Strategic Plan should consider the following to inform our objectives:



### Housing

- Quantity and cost
- Type
- Quality
- Location



### Economy and employment

- More and better paid jobs
- New investment
- Building on specialist expertise
- Growing existing industries



### Transport and communications

- Accessibility
- Rail, road and air links
- Sustainable and active travel
- Communication and technological systems, for example broadband



### Environment

- Conserving and enhancing our environment
- Landscape and seascape
- Heritage
- Biodiversity
- Public spaces



### Healthy communities

- Active lifestyles
- Balanced communities
- Social, sports and cultural facilities
- A healthy living environment



### Adapting to future challenges

- Flooding
- Environmental adaptation
- Economic diversification
- Low carbon and energy



### Infrastructure

- The effective use of existing assets
- Innovation



### Delivery

- Infrastructure provision and funding
- Design standards
- Affordable housing



### Question 4

Have we missed anything?  
If yes, what additions or changes should we make?

## Growth in the Greater Exeter area

If we want to secure the supply of high quality, reasonably priced housing for current and future generations, and continue to grow and develop our economy and prosperity, we need to plan for new development in addition to what is in our existing planning documents. If we do this proactively we can make sure that new development conserves, enhances and harnesses our special environment and provides for our quality of life.

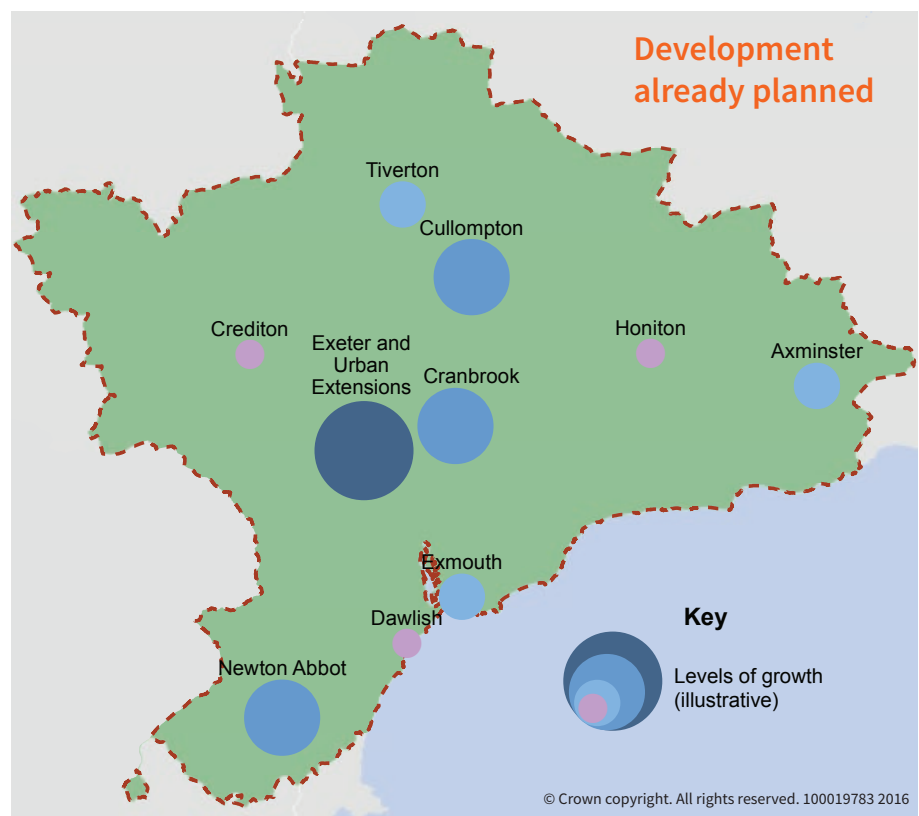
### Now

Current plans (which only go up to between 2026 and 2033 depending on the area) set out the need for approximately 2500 new homes to be provided each year in the area. The broad pattern of development set out in these plans currently focuses growth in Exeter and its immediate surrounding area through the delivery of a new community at Cranbrook and a series of large urban extensions on the edge of the city at Newcourt, Monkerton and South West Exeter. This is complemented by smaller developments on the edge of Exeter, including Pinhoe.

Development close to Exeter and at Cranbrook accounts for almost half of the total housing provision planned in the area. Major employment sites are already planned for the east of Exeter at Science Park, Skypark and at a freight terminal.

Growth in and around Exeter is complemented by a series of urban extensions at Newton Abbot, Tiverton, Cullompton, Dawlish and Axminster, with some smaller scale growth in the remaining market and coastal towns such as Exmouth.

The current development pattern has been successful in delivering housing and economic growth although care has been needed to minimise pressure on sites of environmental importance, particularly the European protected Exe Estuary and East Devon Pebblebed Heaths. The transport network continues to be affected, with significant traffic and slower average speeds on some parts of the road network.





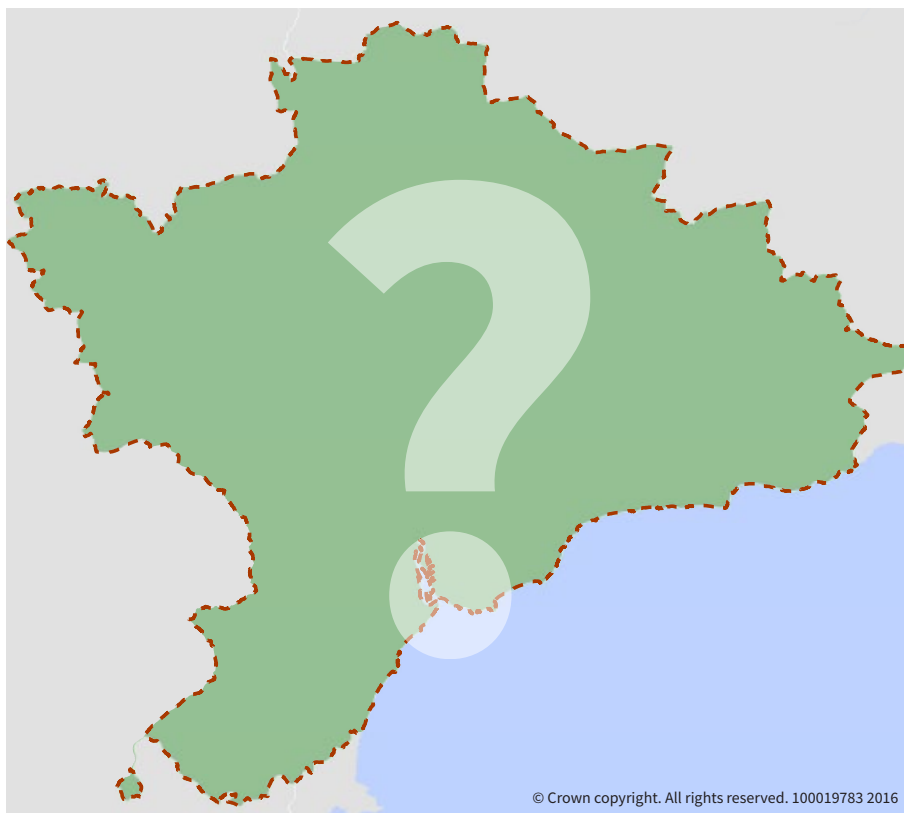
## The future

Looking to the future we will need to think about how development can be best accommodated if we are to deliver the housing and economic provision the area needs. We also need to respond to central Government's focus on increasing housing supply.

Technical work is underway to consider the number of houses and jobs we need in future. Evidence is also being prepared to cover environmental issues, transport, infrastructure and other themes.

While the detail is being worked up it is useful to consider how we could provide for future growth in the Greater Exeter area while conserving the high quality environment. We will need to think about how forms of development we are currently seeing may work in the future.

Future stages of the Greater Exeter Strategic Plan will set out more detail, suggesting where future development could be located.



### Question 5

If we are to meet the area's needs for housing and employment, what forms of development do you feel best deliver our draft vision?


For example:

- More efficient use of land in Exeter
- Major urban extensions in Exeter and main towns
- Dispersed small scale development
- Stand alone new communities
- Other



### Question 6

Are there any further comments you would like to make on the Greater Exeter Strategic Plan?



Thank you very much for taking the time to look at this document. Your views are valued and responses to the questions will help shape the future of the Greater Exeter Strategic Plan.

To request this information in an alternative format or language please call <insert here> or email <insert here>

We consider requests on an individual basis.

# Greater Exeter Strategic Plan (GESP) Joint Statement of Community Involvement Draft for Consultation

We are carrying out consultation on this document between 17 February 2017<sup>th</sup> and 31<sup>st</sup> March 2017. You are invited to give us your views either electronically at [www.gesp.gov.uk/xxx](http://www.gesp.gov.uk/xxx) or in writing (addressing correspondence to xxx). If you need help understanding what is proposed, or making your views known, please contact us by emailing xxx or calling xxx.

This is a Joint Statement of Community Involvement (SCI) that sets out our approach for consultation and involvement in the Greater Exeter Strategic Plan (GESP) only. The Joint SCI will be adopted by the four authorities working in partnership on the GESP: East Devon District Council, Exeter City Council, Mid Devon District Council, and Teignbridge District Council.



This SCI has been kept clear and concise to ensure that as many people as possible will read it and understand our approach.

## Important Note:

This joint SCI only sets out the consultation approach on the Greater Exeter Strategic Plan and not on other planning documents or on planning applications. All authorities have existing Statements of Community Involvement containing policies for consultation and involvement in other policy documents and planning applications, and

these are not affected by this document. Please contact the individual authorities for details.

## Background

The GESP will be a formal statutory Development Plan Document, providing the strategic planning framework for the four Local Planning Authority areas (therefore excluding any part of Dartmoor National Park). Devon County Council will assist with producing the GESP. It will contain strategic policies and allocations, including those that set the overall spatial strategy and level of housing and employment land to be provided. It will cover the period to 2040.

Consultation is required at various stages in its preparation, including “Publication” stage, after which it will be submitted to Government.

An independent Planning Inspector then carries out an Examination into the document, considering the views of interested people. The final decision on the soundness of the Plan will be made by that Inspector, after which the plan is to be adopted by the four councils. You can find government guidance on preparing local plans here: <https://www.gov.uk/guidance/local-plans>

## General Principles of planning consultation

We will apply some general principles to our GESP consultation:

- Involvement will be open to all regardless of gender, faith, race,

disability, sexuality, age, rural isolation and social deprivation

- We will undertake consultation when the plan is still at a formative stage
- We will choose consultation processes by balancing cost and time constraints, and our level of discretion on the outcome
- Consultation publications will be clear and concise and avoid unnecessary jargon, without understating the complexities of any decision. They will give sufficient reasons and information to allow an informed response. Enough time (usually 6 weeks) will be given for responses
- Responses will be considered conscientiously
- We will inform people who respond to consultations of later stages

## Who we will consult

- Statutory organisations including councils, infrastructure providers and government bodies as legally required or otherwise appropriate
- The general public
- Groups representing place or interest communities
- Local businesses
- Voluntary and other organisations
- Planning and development industry and consultants
- Others who have expressed an interest in the subject matter

## How we will consult

- We will contact appropriate organisations and individuals directly
- We will publicise consultations by a combination of the following methods:

Website, press release, leaflets, posters, displays, social media, community groups, community events

- We will make consultation documents available at council offices and public libraries
- Consultation documents will be made available for download on the Council's websites and on the GESP website ([www.gesp.gov.uk/xxx](http://www.gesp.gov.uk/xxx)) and will be available for purchase at a price reflecting publication costs
- If asked we will give copies of consultation documents to community groups, councils and other statutory organisations
- We will consider organising or supporting consultation events such as public exhibitions
- We will publish comments received or a summary as soon as feasible. We will explain how these comments have been taken into account when decisions are taken

## When we will consult

- An initial short consultation document is published alongside this joint SCI ([www.gesp.gov.uk/xxx](http://www.gesp.gov.uk/xxx)) to ask for views and ideas about the scope and content of the Plan
- After considering the initial consultation responses we will consult on the Draft Greater Exeter Strategic Plan
- We will formally publish the 'Publication Version' document for representations in accordance with the relevant regulations before submission to Government

**CABINET**  
**5 January 2017**

**AGENDA ITEM**

## **FINANCIAL UPDATE FOR THE EIGHT MONTHS TO 30 NOVEMBER 2016**

**Cabinet Member** Cllr Peter Hare-Scott  
**Responsible Officer** Andrew Jarrett – Director of Finance, Assets & Resources

**Reason for Report:** To present a financial update in respect of the income and expenditure so far in the year.

**RECOMMENDATION(S):** 1. The Cabinet note the financial monitoring information for the income and expenditure so far for the 2016/17 financial year.

2. To note the Director of Finance, Assets and Resources decision to increase the Authority's holding in the CCLA Commercial Property Fund by an additional £1m as referred to in para 9.2.

**Relationship to the Corporate Plan:** The financial resources of the Council impact directly on its ability to deliver the corporate plan; prioritising the use of available resources brought forward and any future spending will be closely linked to key Council pledges from the updated Corporate Plan.

**Financial Implications:** Good financial management and administration underpins the entire document.

**Legal Implications:** None.

**Risk Assessment:** Regular financial monitoring information mitigates the risk of over or underspends at year end and allows the Council to direct its resources to key corporate priorities.

### **1.0 Introduction**

- 1.1 The purpose of this report is to highlight to Cabinet our current financial status and the likely reserve balances at 31 March 2017. It embraces both revenue, in respect of the General Fund and Housing Revenue Account, and capital and aims to focus attention on those areas which are unlikely to achieve budget. It is particularly important for next year's budget setting and, looking further ahead, with the medium term financial plan.
- 1.2 Favourable variances generating either increased income or cost savings are expressed as credits (negative numbers), whilst unfavourable overspends or incomes below budget are debits (positive numbers). This report only includes budget variances in excess of £10k as the purpose of the report is to concentrate on material issues that may require further investigation/action. Budget variances are expressed net of budgeted transfers to or from earmarked reserves, which were previously approved by Cabinet. A more detailed analysis will be provided with the final outturn report for the year.

## 2.0 Executive Summary of 2016/17

- 2.1 The table below shows the opening position of key operational balances of the Council, the forecast in year movements and final predicted position at 31 March 2017:

Usable Reserves	31/03/2016	Forecast in year movement	31/03/2017
	£k	£k	£k
<b>Revenue</b>			
General Fund – see note	(2,211)	52	( 2,159)
Housing Revenue Account (see paragraph 4.2)	(2,000)	0	(2,000)
<b>Capital</b>			
Major Repairs Reserve	0	0	0
Capital Receipts Reserve	(1,442)	(967)	(2,409)
Capital Contingency Reserve	(567)	239	(328)

## 3.0 The General Fund Reserve

- 3.1 This is the major revenue reserve of the Council. It is increased or decreased by the surplus or deficit generated on the General Fund in the year. This reserve held a balance of £2,211k as at 31/03/16.

- 3.2 The forecast General fund *deficit* for the current year is £52k as shown at Appendix A. The most significant *service* movements this month comprise:

Non Domestic Rates 15/16 Devon pooling gain	(50)k
Development Control staff vacancies	£(42.6)k
Discretionary Housing Payment funding greater than budgeted	£(30)k
Waste fuel savings	£(28)k
Leisure income under budget	£50k
Development Control fee income down	£45k
Redundancy costs of Head of Communities and Governance following restructure	£30k
Housing Benefit subsidy position has deteriorated	£30k
Building Control fee income down	£20k
Leisure salaries over budget following restructure	£19k
Pension backfunding costs revised	£17k
Hire of vehicles due to running an aged fleet	£17k

- 3.3 The major variances are highlighted at Appendix B. The current incomes from our major funding streams are shown at Appendix C, whilst current employee costs are shown at Appendix D.

#### 4.0 Housing Revenue Account (HRA)

- 4.1 This is a ring-fenced account in respect of the Council's social housing function. Major variances and proposed corrective action are highlighted at Appendix F.
- 4.2 Appendix E shows that the reserve opening balance is £2m. It is anticipated that the forecast variance of £241k will affect the budgeted transfer to the Housing Maintenance Fund and so the HRA reserve balance should remain at £2m.
- 4.3 Overall, the HRA is forecast to underspend of £241k in 2016/17, the most significant items of which comprise the following:
- £107k of savings across Housing Services, including significant staffing savings across several teams, largely due to vacancies going unfilled for the early part of the year as well as several smaller variances in operational areas
  - £38k surplus is forecast on dwelling rent since this area is slightly ahead of target at this stage
  - £61k saving forecast where the Learning Disability service ceased to operate and fewer than expected new alarms need to be purchased since stock levels are healthy
- 4.4 There are budgeted revenue contributions to capital projects as follows for 2016/17.

Description	Budget £'000	Forecast Outturn £'000	Variance £'000
1 x Tipper Vehicle	24	24	0

- 4.5 The following works are expected to be funded from the Housing Maintenance Fund during 2016/17.

Description	Budget £'000	Forecast Outturn £'000	Variance £'000
Birchen Lane re-development	40	40	0
Palmerston Park	2,339	266	(2,073)
Queensway development	299	0	(299)
Burlescombe development	424	0	(424)
Stoodleigh development	223	0	(223)
	<b>3,325</b>	<b>306</b>	<b>(3,019)</b>

In addition, £25k is planned to be spent on sewage treatment works and funded by an earmarked reserve.

## **5.0 Major Repairs Reserve**

- 5.1 The Major Repairs Reserve had a nil balance at 31 March 2016. After this year's capital expenditure and funding of the Major Repairs Reserve the closing balance is forecast to be £0k. Whilst there is a forecast underspend of £185k on the Capital Programme relating to 'Major Repairs to Housing Stock' this will remain in the Housing Maintenance Fund for future reprioritisation.

## **6.0 Capital Programme**

- 6.1 Capital projects by their very nature often overlap financial years. In some cases it is known from the outset that the construction of buildings may fall into 3 separate accounting years. The status of this year's capital programme is shown at Appendix G.
- 6.2 Committed and Actual expenditure is currently £7,513k against a budgeted Capital Programme of £15,710k. (Note this includes £7,669k of slippage rolled forward from 15/16). As projects often overlap financial years officers have given their best estimate of what is 'deliverable' in 16/17; this amounts to £10,583k. Committed and Actual expenditure will therefore be monitored against this & currently shows an uncommitted amount of £3,070k (£10,583k - £7,513k).
- 6.3 At this stage in the year the forecast underspend amounts to £687k, £185k of this relates to major repairs to our housing stock and £130k for renewable energy projects, also associated with our housing stock; both these amounts will remain in their respective reserves for reprioritisation in future years. The remaining forecast underspend mainly relates to: £105k associated with the replacement of waste vehicles; due to changes in the waste scheme 3 of the 5 large vehicles budgeted to be replaced can be replaced with smaller vehicles, £84k in relation to various ICT projects, £50k in relation to a land drainage scheme to be delivered by DCC & £163k in relation to the project to bring the Department of Work and Pensions into Phoenix House, which will be more appropriately be coded to revenue and funded in full from a contribution from Department of Work and Pensions.
- 6.4 Currently the forecast slippage to be carried forward to 17/18 amounts to £3,799k, this mainly relates to delays with the contractor for delivery of council house building projects at Palmerston Park and Birchen Lane amounting to £1,900k and replacement vehicles which will now be purchased during Q1 of 17/18 amounting to £1,129k, for further information on this detail please refer to Appendix G.

## **7.0 Capital Contingency Reserve**

- 7.1 The Capital Earmarked Reserve has been set aside from Revenue to fund Capital Projects; the movement on this reserve is projected below:



	£k
Capital Earmarked Reserve at 1 April 2016	(567)
Funding required to support 2016/17 Capital Programme	239
<b>Forecast Balance at 31 March 2017</b>	<b>(328)</b>

## 8.0 Capital Receipts Reserve (Used to fund future capital programmes)

- 8.1 Unapplied useable capital receipts are used to part fund the capital programme, the movement on this account for the year to date is given below:

	£k
Unapplied Useable Capital Receipts at 1 April 2016	(1,442)
Net Receipts to date (includes 15 "Right to Buy" Council House sales)	(1,304)
<b>Current Balance</b>	<b>(2,746)</b>
Forecast further capital receipts in year	(459)
Forecast capital receipts to be applied in year	796
Forecast Unapplied Capital Receipts c/fwd. 31 March 2017	<b>(2,409)</b>

- 8.2 Please note the majority of these balances on the Capital Contingency Reserve and the Capital Receipts Reserve are required to balance the Medium Term Financial Strategy.

## 9.0 Treasury Management

- 9.1 The interest position so far this financial year can be summarised as follows:

### Interest Receivable:

	Budget £k	Forecast outturn £k	Forecast variance £k
Investment Income Received	(171)	(201)	(30)
Interest from HRA funding	(54)	(54)	0
<b>Total Interest Receivable</b>	<b>(225)</b>	<b>(255)</b>	<b>(30)</b>

- 9.2 We have been reviewing our current holdings of cash balances and looking ahead to the expected receipt of £900k from the Premier Inn project. We recommend to Cabinet that a further £1m investment be added to the CCLA Commercial Property Fund as soon as possible.

- 9.3 The returns experienced to date (In excess of 4%) have far exceeded what we are able to earn on cash based deposits with approved banks and H M Treasury at present. In addition we do not envisage requiring the money for some considerable time. The expected additional return of circa £40k from the investment will help support our budgets.

## **10.0 Conclusion**

- 10.1 Members are asked to note the revenue and capital forecasts for the financial year. Managers have been working hard to offset overspends, many unavoidable or unforeseen, with budget savings to deliver an outturn close to the budget.
- 10.2 The financial monitoring process is important and the pressures and experience of the year to date is fed into next year's budget forecasts to try to ensure that the budget set is both robust and realistic. Indeed, after budgetary cuts for a number of years, it is clear that a number of service areas are stretched in providing services to our community. Our current budget deficit for 2017/18, following our draft 2017/18 grant settlement is the subject of another Cabinet report.

**Contact for more  
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**Circulation of the Report:**

Cllr Peter Hare-Scott, Management Team

**GENERAL FUND FINANCIAL MONITORING INFORMATION FOR THE  
PERIOD 01 APRIL TO 30 NOVEMBER 2016**

			2016/17 Annual Budget	Full Year Forecast (0 = On budget)	Variance
Com	General Fund Summary	Note	£	£	%
	<b>Cllr C J Eginton</b>				
CM	Corporate Management	A	1,139,580	(18,000)	-1.6%
LD	Legal & Democratic Services: Member/Election Services	B	579,870	(34,000)	-5.9%
	<b>Cllr K Busch</b>				
CP	Car Parks	C	(616,390)	6,150	1.0%
ES	Cemeteries & Public Health	D	(47,610)	45,772	-96.1%
ES	Open Spaces	F	54,800	15,000	27.4%
GM	Grounds Maintenance	E	562,130	(10,130)	-1.8%
WS	Waste Services	H	1,775,510	80,200	4.5%
	<b>Cllr C R Slade</b>				
CD	Community Development	I	414,980	6,000	1.4%
ES	Environmental Services incl. Licensing	D	552,870	19,400	3.5%
IT	IT Services	Q	879,310	(20,800)	-2.4%
PR	Planning - Land charges	N	(24,600)	(22,000)	89.4%
RS	Recreation And Sport	J	(82,410)	305,000	-370.1%
	<b>Cllr P H D Hare-Scott</b>				
FP	Finance And Performance	K	680,960	0	0.0%
RB	Revenues And Benefits	L	266,600	(30,000)	-11.3%
	<b>Cllr R L Stanley</b>				
ES	ES: Private Sector Housing Grants	D	165,720	(12,100)	-7.3%
HG	General Fund Housing	M	232,470	(500)	-0.2%
PS	Property Services	G	272,580	14,980	5.5%
	<b>Cllr R J Chesterton</b>				
CD	Community Development: Markets	I	(3,410)	45,000	1319.6%
PR	Planning And Regeneration	N	741,670	184,958	24.9%
	<b>Cllr M Squires</b>				
CS	Customer Services	O	860,060	(76,000)	-8.8%
ES	Environment Services - Public Health	D	74,990	(12,000)	-16.0%
HR	Human Resources	P	479,310	22,800	4.8%
LD	Legal & Democratic Services: Legal Services	B	215,730	(12,000)	-5.6%
	<b>All General Fund Services</b>		<b>9,174,720</b>	<b>497,730</b>	<b>5.4%</b>
	Net recharge to HRA		(1,265,490)	0	
IE260	Interest Payable		146,030	0	
IE290	Interest Receivable on Investments		(171,000)	(30,000)	
	Interest from Funding provided for HRA		(54,000)	0	
	New Homes Bonus Grant		(1,831,460)	0	
	Sundry Grants		0	0	
ABFGF	Statutory Adjustments (Capital charges)		400,720	0	
TREMR	Net Transfer to/(from) Earmarked Reserves	APP B	2,169,990	(366,067)	
	<b>TOTAL BUDGETED EXPENDITURE</b>		<b>8,569,510</b>	<b>101,663</b>	<b>1.2%</b>
	Non Domestic Rates - 15/16 Devon Pooling Gain			(50,145)	
	Formula Grant		(2,973,150)	0	
	Rural Services Delivery Grant		(463,810)	0	
	Transitional Grant		(31,630)	0	
	Council Tax		(5,147,940)	0	
	CTS Funding Parishes		55,250	0	
	Collection Fund Surplus		(8,230)	0	
	<b>TOTAL BUDGETED FUNDING</b>		<b>(8,569,510)</b>	<b>0</b>	<b>0%</b>
	<b>Forecast in year (Surplus) / Deficit</b>		<b>0</b>	<b>51,518</b>	
	General Fund Reserve 01/04/16			(2,211,035)	
	<b>Forecast General Fund Balance 31/03/17</b>			<b>(2,159,517)</b>	

## GENERAL FUND FINANCIAL MONITORING INFORMATION FOR THE PERIOD 01 APRIL TO 30 NOVEMBER 2016

Note	Description of Major Movements	Full Year Forecast Variation (Net of Trf to EMR)	PDG
<b>A</b>	<b>Corporate Management</b>		
	Pension backfunding costs are less than budgeted	(18,000)	Cabinet
		(18,000)	
<b>B</b>	<b>Legal &amp; Democratic Services</b>		
	Individual Electoral Registration - unbudgeted grant funding received	(34,000)	Cabinet
	Legal Services - savings on the salary funded by New Homes Bonus (compensating entry on Earmarked reserves)	(4,000)	Cabinet
	Legal Services - income greater than budgeted	(8,000)	Cabinet
		(46,000)	
<b>C</b>	<b>Car Parks</b>		
	Pay and Display income down against budget	25,000	Economy
	Increase in off-street fines	(14,000)	Economy
	Maintenance underspend	(4,850)	Economy
		6,150	
<b>D</b>	<b>Environmental Services combined</b>		
	Redundancy costs for the Bereavement Services Manager	28,772	Environment
	Private Sector Housing salary underspend due to 0.5 FTE vacant posts (off-set against E/Health)	(6,800)	Homes
	Private Sector Housing grant repayments	(5,300)	Homes
	Internments/Exclusive Burial rights income down.	17,000	Environment
	Environmental Enforcement salary underspend from part year vacant post	(10,000)	Community
	Systems Admin post and Essential user allowance.	16,400	Community
	Increased income on water testing	(12,000)	Community
	Overspend on agency costs to cover sickness in E/Health	12,000	Community
	Overspend on equipment budget in Control of Pollution due to new tubes for monitoring stations	5,000	Community
	Licensing income over and above budget	(10,000)	Community
	Licensing salaries - temporary increase in staff hours	6,000	Community
		41,072	
<b>E</b>	<b>Grounds Maintenance</b>		
	Redundancy costs for the Grounds Maintenance Manager - partly offset by salary underspends	30,470	Environment
	Salary underspends due to vacant posts	(69,600)	Environment
	Agency costs overspend due to sickness/vacant post	20,000	Environment
	Underspend on fuel budgets	(6,000)	Environment
	Increased supplies & services costs	3,000	Environment
	Reduced income received from Devon County Council on grass cutting part offset by parish/town Council contributions	3,000	Environment
	Reduction in tree works carried out for the HRA	9,000	Environment
		(10,130)	
<b>F</b>	<b>Open Spaces</b>		
	Overspend on Play Area's maintenance budget	15,000	Environment
		15,000	
<b>G</b>	<b>Property Services</b>		
	Refurbishment of the toilets at the Town Hall - funded from EMR (see below)	11,920	Homes
	Salary savings within Property Services due to vacant posts for part of the year (part off-set by Agency overspend)	(35,000)	Homes
	Agency overspend in Property Services	11,500	Homes
	Sale of Land - this has now been moved to Capital	0	Homes
	Overspend on professional fee for sale of surplus land	6,000	Homes
	Town Hall Maintenance overspend due to boilers replacement	7,560	Homes
	Rates & service charge income from Department of Work and Pensions	(8,000)	Homes
	Rates & services charges paid on two vacant units in Market Walk	18,000	Homes
	Shortfall in rental income at year end due to back dated rent review of one tenant	10,000	Homes
	Rental income & Feed in Tariff income from Moorhayes Community	(7,000)	Homes
		14,980	

## GENERAL FUND FINANCIAL MONITORING INFORMATION FOR THE PERIOD 01 APRIL TO 30 NOVEMBER 2016

Note	Description of Major Movements	Full Year Forecast Variation (Net of Trf to EMR)	PDG
<b>H</b>	<b>Waste Services</b>		
	Vehicle repairs, running aged fleet until replacement need is known	25,000	Environment
	Hire of vehicles due to running an aged fleet, replacements anticipated in quarter 4.	67,000	Environment
	Fuel savings	(28,000)	Environment
	Trade waste - landfill disposal charges higher than anticipated	12,000	Environment
	Garden waste income, based on current number of customers and forecast uptake for remainder of year	90,000	Environment
	Recycling income - due to an increase in price and tonnages	(103,000)	Environment
	Increase in rent and rates for the new depot	61,200	Environment
	Moving and fit out costs for the new waste depot above budget (see ear marked reserve)	156,000	Environment
	Shared landfill disposal savings with DCC. Agreed by DCC Cabinet now delegated to the Head of Highways, Capital Development and Waste and the Cabinet Member to agree details	(200,000)	Environment
		80,200	
<b>I</b>	<b>Community Development</b>		
	Market - income and maintenance. Market Manager actively seeking new traders	45,000	Economy
	Grant spend (covered by Seed Fund ear marked reserve)	12,000	Community
	Reduction in hours and not back-filling a member of staff	(11,500)	Community
	Redundancy costs for Head of Communities and Governance	12,000	Community
	Salary savings, Grant and Funding Officer left part way through year	(6,500)	Community
		51,000	
<b>J</b>	<b>Recreation And Sport</b>		
	All sites: Overhead overspend (various including new equipment and event supplies)	54,000	Community
	All sites: Income year end under target	140,000	Community
	All sites: Salaries overspend (various including management restructure)	111,000	Community
		305,000	
<b>K</b>	<b>Finance And Performance</b>		
		0	
<b>L</b>	<b>Revenues And Benefits</b>		
	Housing Benefit Subsidy	(30,000)	Community
		(30,000)	
<b>M</b>	<b>General Fund Housing</b>		
	Salary savings from maternity leave not being backfilled and element of team leader post now in Affordable Housing	(5,500)	Homes
	Utilisation of Discretionary Housing Payment Funding greater than budgeted	(20,000)	Homes
	Provision on Deposit & Rent advances	25,000	Community
		(500)	
<b>N</b>	<b>Planning And Regeneration</b>		
	Grant spend (covered by High Street Innovation Fund ear marked reserve)	43,308	Community
	Business Development - salary savings due to a restructure	(22,400)	Community
	Building Control: Salary savings net of Exeter City Council plan checking	(9,000)	Community
	Building Control: Fee income down - due to economic conditions and competition	20,000	Community
	Development Control: Salaries - staff vacancies	(67,600)	Community
	Development Control: Consultancy costs	16,100	Community
	Development Control: Fees & Charges net of future large applications	136,000	Community
	Land charges fees and charges	(20,000)	Community
	Devon County Council land charges costs	(2,000)	Community
	Tiverton Eastern Urban Extension - Consultancy (Covered by Earmarked reserve)	36,000	Community
	Forward Planning: Local Plan Examination now to occur in 2017/18 transfer to EMR	(78,000)	Community
	Regional Planning: Greater Exeter Strategic Plan agreed by Cabinet	70,000	Community
	Regional Planning: Greater Exeter Strategic Plan - Fixed term post	10,330	Community
	Local Plan development costs	46,300	Community
	Salary savings from the Town Centre Manager post	(16,080)	Community
		162,958	

## GENERAL FUND FINANCIAL MONITORING INFORMATION FOR THE PERIOD 01 APRIL TO 30 NOVEMBER 2016

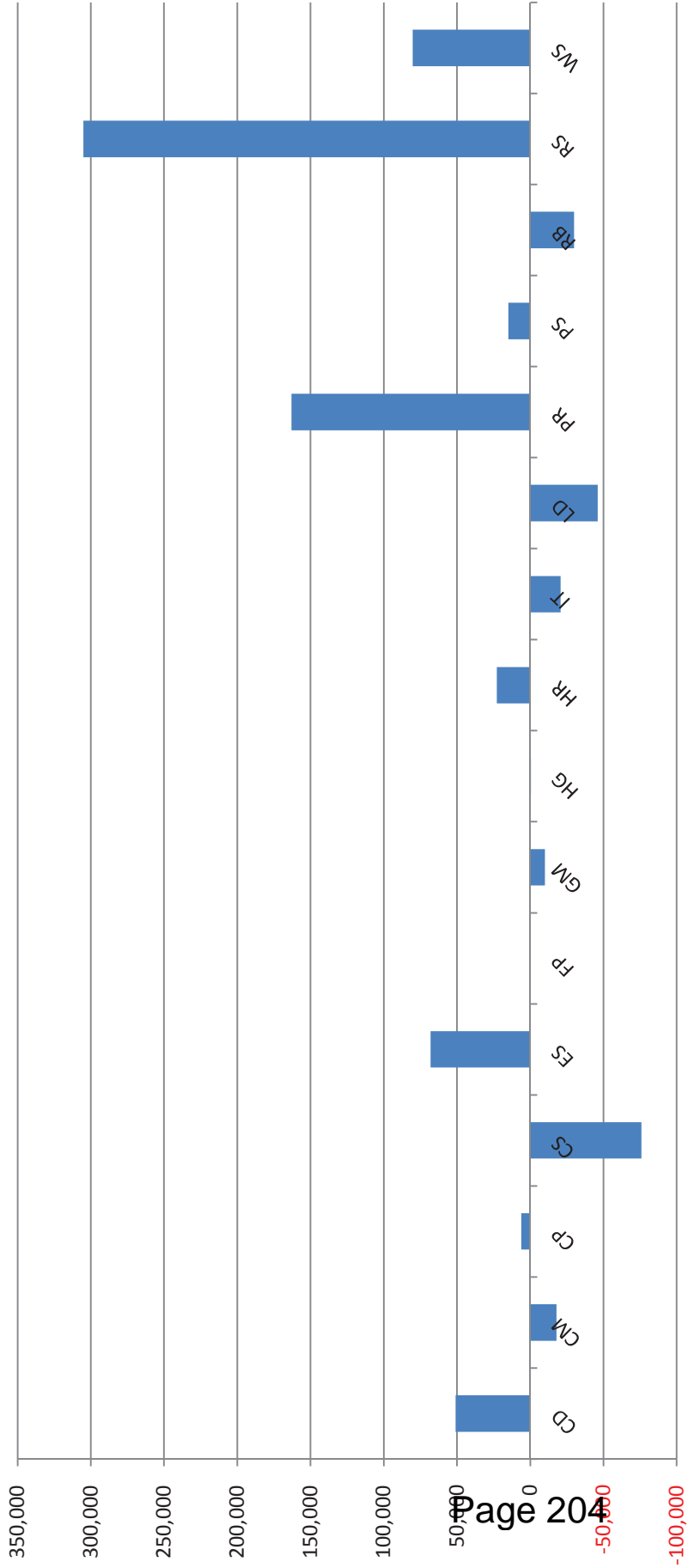
Note	Description of Major Movements				Full Year Forecast Variation (Net of Trf to EMR)	PDG
<b>O</b>	<b>Customer Services</b>					
	Salary savings on digital strategy - difficulties with staff recruitment and some projects on hold				(65,000)	Cabinet
	Salary savings -delay in recruitment of part time phone team post				(5,000)	Cabinet
	Software savings				(6,000)	Cabinet
					(76,000)	
<b>P</b>	<b>Human Resources</b>					
	Salary overspend in HR due to Systems Admin additional post, JE regrades & apprentice has become HR Assistant.				30,000	Cabinet
	Salary underspend in Payroll due to reduction in hours				(9,000)	Cabinet
	Salary underspend in Learning & Development due to vacant post				(6,600)	Cabinet
	Salary overspend in Health & Safety due to JE regrade				8,400	Cabinet
					22,800	
<b>Q</b>	<b>I.T. Services</b>					
	Increase in annual Microsoft licence fee				18,600	Cabinet
	Aerial photography carried out every 3 years (covered by ear marked reserve)				2,800	Cabinet
	Salary savings due to a restructure				(36,000)	Cabinet
	Internal routing system not required and underspend against replacement budget				(19,000)	Cabinet
	Budgeted spend on capital programme <£20k to be classed as revenue. Please refer to Capital App G CA444				12,800	Cabinet
					(20,800)	
	<b>FORECAST (SURPLUS)/DEFICIT AS AT 31/03/17</b>				<b>497,730</b>	

<b>Cabinet</b>	<b>(138,000)</b>
<b>Community</b>	<b>476,358</b>
<b>Homes</b>	<b>(22,620)</b>
<b>Environment</b>	<b>130,842</b>
<b>Economy</b>	<b>51,150</b>
	<b>497,730</b>

GENERAL FUND FINANCIAL MONITORING INFORMATION FOR THE PERIOD 01 APRIL TO 30 NOVEMBER 2016

Committee	Net Transfers to / from Earmarked Reserves	(Net Trf to EMR)
<b>CD</b> Community Development		
Grant spend from Seed Fund earmarked reserve released		(12,000)
New Homes Bonus monies earmarked for additional Grants and Funding Officer post		(14,710)
Grand Western Canal grant funded by New Homes Bonus		(45,000)
<b>CM</b> Corporate Management		
<b>CP</b> Car Parks		
<b>CS</b> Customer Services		
Contribution towards digital strategy salaries		(37,030)
Release of historic EMRs - no longer required		(3,000)
<b>ES</b> Cemeteries & Public Health		
EMR release for Public Health Officer		(18,950)
Parks & Open Spaces Developers Contributions		(7,860)
Play Area's Developers Contributions		(10,870)
Newcombes Play Area enhancement funded from S106 Monies		(9,326)
<b>FP</b> Finance And Performance		
<b>GM</b> Grounds Maintenance		
<b>HG</b> General Fund Housing		
<b>HR</b> Human Resources		
Management Training 16/17		(30,000)
<b>IT</b> IT Services		
Aerial photography ear marked reserve released		(2,800)
<b>LD</b> Legal & Democratic Services: Member/Election Services		
Contribution towards additional staffing requirement		(14,180)
Release of unused EMR by Elections		(7,000)
Release of unused EMR by Democratic Republic & Management		(5,300)
<b>PR</b>		
Grant spend from High Street Innovation Fund ear marked reserve released		(43,308)
New Homes Bonus monies earmarked for the Town Centre Manager post		(26,640)
Contribution towards Economic Development activities		(100,000)
Development Control earmarked reserve released		(51,943)
New Homes Bonus used to cover £70k Exeter Strategic Partnership		(70,000)
New Homes Bonus used to cover Exeter Strategic Partnership Fixed term post		(10,330)
Local Plan examination in 2017/18 - transfer to EMR		78,000
Eastern Urban Extension - funds released from Capability Funding EMR		(36,000)
Local plan development release funds from statutory development fund earmarked reserve		(46,300)
<b>PS</b> Property Services		
Town Hall Toilet refurbishment		(11,300)
Market Walk Profit		202,410
Release of Market Walk profit		(150,000)
<b>RB</b> Revenues And Benefits		
<b>RS</b> Recreation And Sport		
<b>WS</b> Waste Services		
New Homes Bonus monies earmarked for the new waste depot, move and fit out costs		(256,000)
<b>Various</b> Sinking fund contributions for vehicles & plant		711,900
<b>IE</b>		
New Homes Bonus monies earmarked for capital and economic regeneration projects		1,831,460
<b>Net Transfer to / (from) Earmarked Reserves</b>		<b>1,803,923</b>
Budgeted Net Transfer to Reserves		2,169,990
<b>Forecast Variance</b>		<b>(366,067)</b>

2016/17 General Fund Projected Outturn Variance £



Key + = Overspend / Income under target - = Savings / Income above budget

- |    |                         |    |                           |
|----|-------------------------|----|---------------------------|
| CD | Community Development   | IT | I.T. Services             |
| CM | Corporate Management    | LD | Legal and Democratic      |
| CP | Car Parks               | PR | Planning and Regeneration |
| CS | Customer Services       | PS | Property Services         |
| ES | Environmental Services  | RB | Revenues and Benefits     |
| FP | Finance and Performance | RS | Recreation and Sports     |
| GM | Grounds Maintenance     | WS | Waste Services            |
| HG | General Fund Housing    |    |                           |
| HR | Human Resources         |    |                           |



## GENERAL FUND FINANCIAL MONITORING INFORMATION FOR THE PERIOD 01 APRIL TO 30 NOVEMBER 2016

	2016/17	2016/17	2016/17	2016/17	Full Year	
	Annual Budget	Profiled Budget	Actual	Variance	Forecast	Variance
	£	£	£	£	£	%
Building Control Fees	(280,000)	(186,667)	(171,045)	15,622	20,000	-7%
Planning Fees	(834,000)	(556,000)	(463,461)	92,539	136,000	-16%
Land Searches	(110,460)	(73,640)	(92,434)	(18,794)	(20,000)	18%
Car Parking Fees - See Below	(814,200)	(509,227)	(489,467)	19,760	25,000	-3%
Leisure Fees & Charges	(2,685,020)	(1,689,569)	(1,568,053)	121,516	140,000	-5%
Trade Waste Income	(656,000)	(642,880)	(640,179)	2,701	0	0%
Garden Waste Scheme	(500,000)	(291,667)	(315,440)	(23,773)	90,000	-18%
Licensing	(120,700)	(94,813)	(107,835)	(13,022)	(10,000)	8%
Market Income	(122,470)	(81,647)	(60,530)	21,117	35,000	-29%
	<b>(6,122,850)</b>	<b>(4,126,109)</b>	<b>(3,908,443)</b>	<b>217,665</b>	<b>416,000</b>	<b>-6.8%</b>
<b>Pay and Display</b>					<b>Spaces</b>	<b>Bud Income pa per space</b>
Beck Square, Tiverton	(83,780)	(57,597)	(59,458)	(1,861)	40	(2,095)
William Street, Tiverton	(30,780)	(18,712)	(18,621)	91	45	(684)
Westexe South, Tiverton	(45,800)	(31,357)	(32,359)	(1,002)	51	(898)
Wellbrook Street, Tiverton	(13,540)	(9,045)	(10,539)	(1,494)	27	(501)
Market Street, Crediton	(36,420)	(24,342)	(26,282)	(1,940)	39	(934)
High Street, Crediton	(79,330)	(54,533)	(51,025)	3,508	190	(418)
Station Road, Cullompton	(34,900)	(25,058)	(28,496)	(3,438)	112	(312)
Multistorey, Tiverton	(167,980)	(113,014)	(82,867)	30,147	631	(266)
Market Car Park, Tiverton	(216,120)	(143,127)	(145,910)	(2,783)	122	(1,771)
Phoenix House, Tiverton	(3,680)	(2,378)	(2,838)	(460)	15	(245)
P&D Shorts & Overs	0	0	49	49	0	0
	<b>(712,330)</b>	<b>(479,163)</b>	<b>(458,345)</b>	<b>20,818</b>	<b>1,272</b>	<b>(8,124)</b>
<b>Day Permits</b>	(31,000)	(4,399)	(4,399)	(0)		
<b>Allocated Space Permits</b>	(26,040)	(1,791)	(2,534)	(743)		
<b>Overnight Permits</b>	(1,000)	(667)	(45)	622		
<b>Day &amp; Night Permits</b>	0	0	(2,017)	(2,017)		
<b>Market Walk Permits</b>	(9,380)	(4,690)	(4,182)	508		
<b>Other Income</b>	(34,450)	(18,517)	(17,945)	572		
	<b>(814,200)</b>	<b>(509,227)</b>	<b>(489,466)</b>	<b>19,760</b>		
<b>Standard Charge Notices (Off Street)</b>	<b>(28,000)</b>	<b>(18,667)</b>	<b>(29,835)</b>	<b>(11,168)</b>	<b>(14,000)</b>	

**GENERAL FUND FINANCIAL MONITORING INFORMATION FOR THE PERIOD 01 APRIL TO 30 NOVEMBER 2016**

	2016/17	2016/17	2016/17	2016/17
	Annual Budget	Profiled Budget	Actual	Variance
	£	£	£	£
<b>Total Employee Costs</b>				
<b>General Fund</b>				
Community Development	295,180	196,787	183,089	(13,698)
Corporate Management	901,960	601,307	583,214	(18,093)
Customer Services	764,610	509,740	450,066	(59,674)
Environmental Services	923,320	615,547	655,305	39,758
Finance And Performance	632,710	421,807	413,619	(8,188)
General Fund Housing	197,330	131,553	124,580	(6,973)
Grounds Maintenance	448,900	299,267	262,630	(36,637)
Human Resources	361,460	240,973	252,335	11,362
I.T. Services	522,100	348,067	315,961	(32,106)
Legal & Democratic Services	417,660	278,440	254,013	(24,427)
Planning And Regeneration	1,525,620	1,017,080	899,768	(117,312)
Property Services	385,320	256,880	231,196	(25,684)
Recreation And Sport	1,630,750	1,087,167	1,155,276	68,109
Revenues And Benefits	668,450	445,633	456,734	11,101
Waste Services	1,863,780	1,242,520	1,179,455	(63,065)
	<b>11,539,150</b>	<b>7,692,768</b>	<b>7,417,240</b>	<b>(275,528)</b>
<b>Housing Revenue Account</b>				
SHO13A Repairs & Maintenance	593,480	395,653	389,989	(5,664)
SHO17A Housing & Tenancy Services	1,432,670	955,113	648,536	(306,577)
SHO22 Alarms expenditure	66,720	44,480	19,279	(25,201)
	<b>2,092,870</b>	<b>1,395,246</b>	<b>1,057,804</b>	<b>(337,442)</b>
<b>Total</b>	<b>13,632,020</b>	<b>9,088,014</b>	<b>8,475,044</b>	<b>(612,970)</b>

	2016/17	2016/17	2016/17	2016/17
	Annual Budget	Profiled Budget	Actual	Variance
	£	£	£	£
<b>Agency Staff</b>				
<b>General Fund</b>				
Car Parks	0	0	0	0
Community Development	0	0	0	0
Corporate Management	0	0	0	0
Customer Services	0	0	1,621	1,621
Environmental Services	0	0	4,034	4,034
Finance And Performance	0	0	0	0
General Fund Housing	0	0	0	0
Grounds Maintenance	5,000	3,333	14,439	11,106
Human Resources	0	0	0	0
I.T. Services	0	0	0	0
Legal & Democratic Services	0	0	0	0
Planning And Regeneration	0	0	0	0
Property Services	0	0	9,890	9,890
Recreation And Sport	0	0	0	0
Revenues And Benefits	0	0	0	0
Waste Services	128,500	85,667	103,373	17,706
	<b>133,500</b>	<b>89,000</b>	<b>133,356</b>	<b>44,356</b>
<b>Housing Revenue Account</b>				
SHO13A Repairs & Maintenance	0	0	3,622	3,622
SHO17A Housing & Tenancy Services	0	0	25,301	25,301
SHO22 Alarms expenditure	0	0	0	0
	<b>0</b>	<b>0</b>	<b>28,923</b>	<b>28,923</b>
<b>Total</b>	<b>133,500</b>	<b>89,000</b>	<b>162,279</b>	<b>73,279</b>

**HOUSING REVENUE ACCOUNT FINANCIAL MONITORING INFORMATION FOR  
THE PERIOD 01 APRIL TO 30 NOVEMBER 2016**

		2016/17 Annual Budget	Forecast	Variance
Housing Revenue Account (HRA)	Notes	£	£	%
<b>Income</b>				
SHO01 Dwelling Rents Income	<b>A</b>	(12,593,760)	(38,000)	0.3%
SHO04 Non Dwelling Rents Income	<b>B</b>	(554,070)	(11,000)	2.0%
SHO06 Tenant Charges For Services	<b>C</b>	(42,360)	32,000	-75.5%
SHO07 Leaseholders' Service Charges	<b>D</b>	(23,540)	0	0.0%
SHO08 Contributions Towards Expenditure	<b>E</b>	(33,720)	0	0.0%
SHO09 Alarm Income - Non Tenants	<b>F</b>	(194,660)	(11,000)	5.7%
SHO10 H.R.A. Investment Income	<b>G</b>	(40,000)	0	0.0%
SHO11 Miscellaneous Income	<b>H</b>	(19,000)	0	0.0%
<b>Services</b>				
SHO13A Repairs & Maintenance	<b>I</b>	3,214,780	(48,000)	0.0%
SHO17A Housing & Tenancy Services	<b>J</b>	1,354,750	(107,000)	-7.9%
SHO22 Alarms expenditure	<b>K</b>	152,200	(61,000)	-40.1%
<b>Accounting entries 'below the line'</b>				
SHO29 Bad Debt Provision Movement	<b>L</b>	25,000	0	0.0%
SHO30 Share Of Corporate And Democratic	<b>M</b>	177,400	1,000	0.6%
SHO32 H.R.A. Interest Payable	<b>N</b>	1,268,030	0	0.0%
SHO34 H.R.A. Transfers between earmarked reserves	<b>O</b>	2,393,010	0	0.0%
SHO36 H.R.A. R.C.C.O.	<b>P</b>	24,000	0	0.0%
SHO37 Capital Receipts Reserve Adjustment	<b>Q</b>	(20,800)	0	0.0%
SHO38 Major Repairs Allowance	<b>R</b>	2,800,000	76,000	2.7%
SHO45 Renewable Energy Transactions	<b>S</b>	(130,000)	0	0.0%
		<b>(2,242,740)</b>	<b>(167,000)</b>	<b>-7.4%</b>
Net recharge to HRA		1,265,490		
Capital Charges		977,250		
<b>Net Housing Revenue Account Budget</b>		<b>0</b>		

Housing Revenue Account	£k
Total HRA reserve as at 01/04/16	(2,000)
Forecast movement in the year	0
<b>Forecast HRA reserve as at 31/03/17</b>	<b>(2,000)</b>

Housing Maintenance Fund	£k
Opening balance	(8,886)
Reserve utilised for capital works (see appendix G)	306
Budgeted transfer to reserves	(1,704)
Forecast variance for the year (see above)	(167)
<b>Forecast closing balance</b>	<b>(10,451)</b>

Renewable Energy Fund	£k
Opening balance	(342)
Expenditure forecast for this year (see appendix G)	70
Net income forecast for this year	(130)
<b>Forecast closing balance</b>	<b>(402)</b>

# HOUSING REVENUE ACCOUNT FINANCIAL MONITORING INFORMATION FOR THE PERIOD 01 APRIL TO 30 NOVEMBER 2016

Note	Description of Major Movements	Corrective Action	Forecast Variance £
<b>A</b>	Dwelling rent is 0.3% ahead of target	N/A	(38,000)
<b>B</b>	Garage income is ahead of target	N/A	(11,000)
<b>C</b>	The Learning Disability Support contract has ceased to operate	N/A	32,000
<b>F</b>	Community Alarm sales continue to be high	N/A	(11,000)
<b>I</b>	Several smaller savings across the Repairs team combine to give this forecast variance	N/A	(48,000)
<b>J</b>	Savings due to restructuring of staffing across several teams as well as several smaller savings across operational budgets	N/A	(107,000)
<b>K</b>	The Learning Disability Support contract has ceased to operate and there is less need than anticipated for new equipment purchase.	N/A	(61,000)
<b>M</b>	Minor variance	N/A	1,000
<b>R</b>	£2,876,000 is expected to be spent on major works this year (see appendix G)	None	76,000
		<b>TOTAL</b>	<b>(167,000)</b>

MID DEVON DISTRICT COUNCIL  
MONITORING OF 2016/17 CAPITAL PROGRAMME

Appendix G

Code	Scheme	Deliverable Capital Programme 2016/17	Actual Expenditure 2016/17	Committed Expenditure 2016/17	Total	Variance to Adj Capital Programme	Forecast (Underspend)/ Overspend	Forecast Slippage to 17/18	Notes
		£	£	£	£	£	£	£	
	<b><u>General Fund Projects</u></b>								
CA624	<b><u>Lords Meadow leisure centre</u></b> Main car park resurfacing	50,000	0	0	0	(50,000)			Forecast completion Q4. Discussion required with DCC
CA627	<b><u>Exe Valley leisure centre</u></b> EVLC - Pressure set replacement Hot/Cold	35,000	0	0	0	(35,000)			Forecast completion Q4 16/17
CA626	EVLC - Fitness extension - subject to business case * * Note £500k in 15/16 will be slipped to 16/17	22,000	5,415	21,644	27,059	5,059	30,000		Planning approved. Planned commencement April 2017 with anticipated completion Nov '17
CA451	<b><u>Phoenix House</u></b> Phoenix House - Ground Floor changes - subject to business case	163,000	0	0	0	(163,000)	(163,000)		Costs in relation to this project have more appropriately been charged to revenue, however these will be fully reimbursed in payment from DWP
CA505	<b><u>Pannier Market</u></b> Pannier Market -Pedestrian roof cover - subject to business case ** ** Note £110k in 15/16 will be slipped to 16/17	0	0	0	0	0			Project no longer required - to be reviewed at Mgmt Team
CA507	Tiverton Pannier Market Pigpens	73,000	3,143	0	3,143	(69,857)		30,000	Forecast completion Q1 17/18
CA508	Pannier Market Clock Tower	34,000	1,479	32,000	33,479	(521)		10,000	Forecast completion Q1 17/18. Additional costs for Scaffolding & Crane needed to be re erected as original supplier went into administration circa £4.5k. Additional cost will be funded from an EMR.
CA709	<b><u>MSCP Improvements</u></b> MSCP improvements (refer to Matrix condition report)	50,000	(7,098)	7,098	0	(50,000)		50,000	Capital works on hold pending Premier Inn project. Anticipated spend Q3 17/18
CA608	<b><u>Play Areas</u></b> Play area refurbishment - Wilcombe Tiverton	50,000	0	59,995	59,995	9,995			Forecast completion Q3 16/17
CA628	Play area refurbishment - West Exe Recreation Ground Tiverton	50,000	0	2,300	2,300	(47,700)		48,000	Forecast completion Q2 17/18
CA403	<b><u>Other Projects</u></b> Town Hall Redevelopment Project	20,000	5,939	10,503	16,442	(3,558)			CSAG selected preferred option £5,114k in 17/18 Capital Programme. Further Architects design works to be commissioned
CA420	Land drainage flood defence schemes - Ashleigh Park Bampton	67,000	0	0	0	(67,000)		67,000	Forecast completion Q2 17/18
CA448	Angel Hill improvements	15,000	4,749	0	4,749	(10,251)			
CA449	Town centre/Market area fibre optic hub and camera system	30,000	25,000	7,603	32,603	2,603			
CA452	Station Yard re construct shower block welfare	35,000	0	0	0	(35,000)			Heads of terms being negotiated between interested parties. Unsure at this stage whether any additional costs to facilitate leasing the land
CA453	Land drainage flood defence scheme - Newton St Cyres	50,000	0	0	0	(50,000)	(50,000)		Project to be delivered by DCC
CA454	Phoenix Lane - Conversion to homeless shelter	60,000	1,626	0	1,626	(58,374)		40,000	Forecast completion Q2 17/18. Currently examining future options for these premises
CA455	St Lawrence Green Project	30,000	0	0	0	(30,000)			Forecast completion Q4 16/17
CA826	Waste move - Porta Cabins at Carlu Close	114,000	113,910	0	113,910	(90)			Project complete
CA421	<b><u>ICT Projects</u></b> Replacement of PC estate 330s	40,000	0	0	0	(40,000)			Forecast completion Q4 16/17
CA423	Continued replacement of WAN/LAN	60,000	0	0	0	(60,000)			Forecast completion Q4 16/17
CA425	Server farm expansion/upgrades	108,000	12,028	0	12,028	(95,972)		32,000	£76k forecast spend by Q4 16/17. £32k to slip into 17/18
CA433	Unified Communications/telephony	25,000	0	0	0	(25,000)	(25,000)		Budget not required. Sufficient funding in EMR reserve (£107k) to fund project in 17/18
CA437	Digital Transformation	104,000	22,900	2,375	25,275	(78,725)		79,000	£79k forecast slippage , Projects to be identified during Jan'17
CA439	Mobile Working NDL MX	39,000	32,000	7,000	39,000	0			
CA442	Arc Server Spatial (open Source Mapping)	18,000	0	0	0	(18,000)	(18,000)		Budget not required. This work was completed in 15/16
CA446	E-Financials Technical refresh	30,000	18,985	11,000	29,985	(15)			Forecast completion Q4 16/17
CA456	Digital Transformation - replacement of CRM	50,000	0	0	0	(50,000)		50,000	CRM planned replacement in 17/18 with additional £50k requested in MTFP to give a total project budget of £100k
CA457	Digital Transformation including Cosmic for Mid Devon	20,000	0	0	0	(20,000)	(20,000)		Budget no longer required
CA444	SQL/Oracles refreshes	50,000	13,289	8,413	21,702	(28,298)	(21,000)		Forecast completion Q4 16/17. Forecast spend circa £28k. Circa £20k of this underspend will be for expenditure that is under Capital diminimis and therefore coded to revenue - ICT £12.8k and £6.9k to Accountancy.
CA712	<b><u>Replacement Vehicles - Grounds Maintenance</u></b> Iveco Tipper (or equivalent)	24,000	0	0	0	(24,000)		24,000	Forecast purchase Q1 17/18
CA814	<b><u>Replacement Vehicles - Refuse Collection</u></b> Dennis Eagle Terberg RCV 22-26t (or equivalent)	160,000	0	0	0	(160,000)		160,000	Forecast purchase Q1 17/18
CA821	5 Refuse Vehicles with Food waste capability *** *** Note £740k in 15/16 will be slipped to 16/17	900,000	0	0	0	(900,000)	(105,000)	795,000	Forecast purchase Q1 17/18. Savings due to changes in waste scheme meaning not all vehicles are required to have the same carrying capacity.
CA822	7.5T Tipper	100,000	0	0	0	(100,000)		100,000	Forecast purchase Q1 17/18
CA825	<b><u>Replacement Vehicles - Street Cleansing</u></b> 3.5T Tipper	25,000	0	0	0	(25,000)		25,000	Forecast purchase Q1 17/18
CA827	3.5T Tipper	25,000	0	0	0	(25,000)		25,000	Forecast purchase Q1 17/18
		2,726,000	253,365	169,930	423,295	(2,302,705)	(372,000)	1,535,000	

Code	Scheme	Deliverable Capital Programme 2016/17	Actual Expenditure 2016/17	Committed Expenditure 2016/17	Total	Variance to Adj Capital Programme	Forecast (Underspend)/ Overspend	Forecast Slippage to 17/18	Notes
CG215 CG216  CG201	<a href="#">Private Sector Housing Grants</a> Works in Default Grants Private Sector Housing initiatives to be prioritised  Disabled Facilities Grants–Private Sector	  104,000  468,000	  9,513 0  198,663	  8,130 0  44,649	  17,643 0  243,312	  17,643 (104,000)  (224,688)	    	  86,000  118,000	   Forecast spend by 31/03/17 £350k. The pass ported DFG grant of £505k from DCC will fund this spend
	Please note where possible commitments are raised on the Finance Ledger. Currently the total commitment for Private Sector Housing Grants held outside the ledger is £53k. This underspend includes underspent budget on Private Tenant DFG's amounting to *£225k; these are effectively ring fenced, therefore leaving £86k uncommitted. (£311k - £225k) Commitments include all approved grants. The timing of when these are drawn down is dependent on the client (up to 1 year), therefore at year end although sums may be committed, some may be carried forward to 2017/18 as slippage.								
		572,000	208,177	52,779	260,956	(311,044)	0	204,000	
CA200	<a href="#">Affordable Housing Projects</a> Grants to Housing Associations to provide units (funded by commuted sum)	100,000	15,011	0	15,011	(84,989)		80,000	Commitment likely to crystallise in 17/18
		100,000	15,011	-	15,011	(84,989)	0	80,000	
	<b>Total General Fund Projects</b>	<b>3,398,000</b>	<b>476,552</b>	<b>222,709</b>	<b>699,262</b>	<b>-2,698,738</b>	<b>(372,000)</b>	<b>1,819,000</b>	

Code	Scheme	Deliverable Capital Programme 2016/17	Actual Expenditure 2016/17	Committed Expenditure 2016/17	Total	Variance to Adj Capital Programme	Forecast (Underspend)/ Overspend	Forecast Slippage to 17/18	Notes
		£	£	£	£	£	£	£	
	<a href="#">HRA Projects</a>								
CA100	Major repairs to Housing Stock	2,991,000	1,345,524	1,133,381	2,478,905	(512,095)	(185,000)		£185k forecast underspend is in relation to the following: £75k Boiler works, £60k contract works & £50k structural works; this will remain in the HMF for future reprioritisation.
CA111	Renewable Energy Fund Spend	200,000	70,000	0	70,000	(130,000)	(130,000)		£130k will be reprioritised for spending in 17/18
CA112	Birchen Lane - re development of unit for housing conversion (4 units)	367,550	164,457	203,097	367,554	4		100,000	Forecast completion Q1 17/18
CA119	Palmerston Park Tiverton - affordable dwellings (26 units)	3,160,700	973,865	2,687,349	3,661,214	500,514		1,800,000	Full contract commitment on system, circa £1.8m works will roll forward to 17/18 from 'Deliverable Budget'. Forecast completion Q2 17/18
CA122	Iveco Tipper 3.5t (or equivalent)	24,000	0	0	0	(24,000)			
CA124	Queensway (Beech Road) Tiverton (3 units)	10,000	0	0	0	(10,000)			Some feasibility work will be undertaken in 16/17. Forecast completion Q4 17/18
CG200	Disabled Facilities Grants - Council Houses	297,000	228,288	0	228,288	(68,712)			
CA120	Burlescombe (6 units) **** **** Note £700k in 15/16 will be slipped to 16/17	80,000	90	2,825	2,915	(77,085)		70,000	Some feasibility work will be undertaken in 16/17. Forecast completion Q4 17/18
CA125	Waddeton Park - (70 units)	10,000	4,640	0	4,640	(5,360)			Costs associated around land purchase are likely to occur in 17/18. Spoken with responsible officer & 'Deliverable Programme' adjusted accordingly. Site subject to Judicial review
CA126	Sewerage Treatment Works - Washfield	25,000	0	0	0	(25,000)			Forecast completion Q4 16/17
CA127	Stoodleigh - Pending feasibility (4 units)	20,000	0	0	0	(20,000)		10,000	Some feasibility work will be undertaken in 16/17. Forecast completion Q4 17/18
	<b>Total HRA Projects</b>	<b>7,185,250</b>	<b>2,786,864</b>	<b>4,026,652</b>	<b>6,813,516</b>	<b>(371,734)</b>	<b>(315,000)</b>	<b>1,980,000</b>	

	CAPITAL PROGRAMME GRAND TOTAL SPEND	10,583,250	3,263,416	4,249,361	7,512,777	(3,070,473)	(687,000)	3,799,000	
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## Cabinet 5 January 2017

### Budget 2017/18 - Update

<b>Portfolio Holder</b>	Cllr Peter Hare-Scott
<b>Responsible Officer</b>	Andrew Jarrett - Director of Finance, Assets and Resources
<b>Reason for Report:</b>	To consider options available in order for the Council to move towards a balanced budget for 2017/18.
<b>RECOMMENDATION:</b>	To consider and agree the updated budget proposals for 2017/18 included in Appendix 1.
<b>Relationship to Corporate Plan:</b>	To deliver our Corporate Plan's priorities within existing financial resources.
<b>Financial Implications:</b>	Now the Council has received notification of its Formula Grant Settlement it is imperative that it matches current and ongoing expenditure plans to estimated sources of income/funding.
<b>Legal Implications:</b>	It is a statutory requirement for the Local Authority to set a balanced budget.
<b>Risk Assessment:</b>	Service managers and Finance staff have assessed volatility in income and large contractor budgets, taking account of current and estimated future demand patterns. This position has been revised based on an additional two months of financial monitoring information. In addition prudent levels of reserves will also continue to be maintained.

#### 1.0 Introduction

- 1.1 On the 15 December 2016 the Council received formal confirmation of its Formula Grant Settlement. Our provisional formula grant award for 2017/18 amounts to **£2.6m**. This is unlikely to change significantly and is exactly what we first estimated based upon the indicative four year settlement provided last December by Central Government.
- 1.2 As a direct consequence this increased the draft 2017/18 General Fund budget deficit. However it is both prudent and a legal obligation that we set a balanced budget and therefore further savings will be required.

#### 2.0 2017/18 General Fund Budget - Revised Position

- 2.1 Since the first round of PDGs and Cabinet meetings the Finance team and service managers have been revisiting a range of budgets to deliver more savings or increase income levels.
- 2.2 Further review identified a further **£510k** of cost pressures since November, but the Finance team and service managers have worked very hard to identify a further **£697k** of savings, together with further potential savings for members to consider.
- 2.3 This process has improved the General Fund budget by a net **187k** (see **Appendix 1**) and now only leaves a budget gap of **£231k**. This reflects a lot of hard work and constructive negotiation over the past 2 months. The changes made to the budget are summarised at **Appendix 6**. **Appendices 2, 3 and 4** show the current position for the general fund and the transfers to and from earmarked reserves.
- 2.4 Given the deficit of £231k further budgetary savings are required to balance the budget and further potential savings are outlined at **Appendix 7**.
- 2.5 There are some further considerations, both cost pressures and potential savings which as yet have not been quantified and these are identified at **Appendix 8**.

### **3.0 Conclusion**

- 3.1 The Council still has approximately one month until the Cabinet will meet on the 2 February 2017 to formally recommend the overall budget and level of Council Tax for 2017/18 and officers will continue to work towards delivering a balanced budget position.
- 3.2 To date we have used the New Homes Bonus grant to fund economic development projects, help fund our capital programme and to fund certain “one off” revenue projects. Some other local authorities are already using the New Homes Bonus grant to various degrees to help fund their day to day spending (revenue expenditure).
- 3.3 Unfortunately in the draft local government settlement the government announced that in future the New Homes Bonus will no longer continue to be awarded for six years, it will gradually taper to five and then four years.

In addition the government have introduced a baseline whereby Councils must build a de minimis number of properties before they become eligible to receive New Homes Bonus, referring to this as a “baseline” set at 0.4% of the property base. The money saved will be used to help fund social care in the higher tier authorities. In our 2017/18 settlement it appears our baseline has been set at 148 properties. As a result our provisional New Homes Bonus award for 2017/18 is **£1.72m**, £110k lower than that received in 2016/17.

- 3.4 We could fund some of the budget deficit from this grant. However if the reserve is utilised in this manner there will be less monies available to fund future capital and economic projects and we will ultimately need to potentially manage with circa £1m less New Homes Bonus funding from 2018/19 onwards.



- 3.5 It is also worth mentioning that as a district we are comparatively poor in terms of assets with much of the capital programme funded from “Right to Buy” receipts and the New Homes Bonus grant. We do not have a large portfolio of surplus assets which we could sell and use for new capital projects, some of which could reduce our annual running costs.
- 3.6 Members have now approved a draft Corporate plan with key defined focus areas, the question is how those aspirations can be met with a *sustainable* budget base, ideally with as much as possible under our own control. Going forward difficult and challenging decisions on the scope and extent of service delivery will be required to meet this objective.

**Contact for more information:** Andrew Jarrett – Director of Finance, Assets and Resources

**Background Papers:** Draft 2017/18 Budget Papers  
Grant Settlement Email

**File Reference:**

**Circulation of the Report:**

Management Team, Members & Relevant Service Managers

## GENERAL FUND REVENUE ACCOUNT DRAFT BUDGET SUMMARY 2017/18

	Notes	Net Direct Costs Budget 2016/17 £	Nov Draft Net Direct Costs Budget 2017/18 £	Budget Changes from Nov £	New Draft Net Direct Costs Budget 2017/18 £
Cabinet	2,4	3,974,760	4,252,890	88,350	4,341,240
Community	2,4,7	2,593,410	2,600,830	30,510	2,631,340
Economy	2,4,8	(922,960)	(736,120)	35,290	(700,830)
Environment	2,4	2,413,390	2,228,050	(26,090)	2,201,960
Housing	2,4	1,116,120	1,209,770	(74,600)	1,135,170
<b>TOTAL NET DIRECT COST OF SERVICES</b>		<b>9,174,720</b>	<b>9,555,420</b>	<b>53,460</b>	<b>9,608,880</b>
Net recharge to HRA	6	(1,265,490)	(1,276,490)	32,550	(1,243,940)
<b>NET COST OF SERVICES</b>		<b>7,909,230</b>	<b>8,278,930</b>	<b>86,010</b>	<b>8,364,940</b>
PWLB Bank loan interest payable		112,030	106,920	0	106,920
Finance Lease interest payable		34,000	36,760	0	36,760
Provision for the financing of capital spending		400,720	398,370	0	398,370
Interest from Funding provided for HRA		(54,000)	(54,000)	0	(54,000)
Interest Received on Investments	5	(171,000)	(209,000)	(45,000)	(254,000)
Revenue contribution to capital programme		0	0	0	0
New Homes Bonus		(1,831,460)	(1,831,460)	109,480	(1,721,980)
Transfers into earmarked reserves	3	2,745,770	2,523,430	(105,480)	2,417,950
Transfers from earmarked reserves	3	(575,780)	(582,590)	(50,000)	(632,590)
<b>TOTAL BUDGETED EXPENDITURE</b>		<b>8,569,510</b>	<b>8,667,360</b>	<b>(4,990)</b>	<b>8,662,370</b>
<b>Funded by:-</b>					
Revenue Support Grant		(1,017,260)	(497,550)	0	(497,550)
Rural Services Delivery Grant		(463,810)	(374,510)	0	(374,510)
Transition Grant		(31,630)	(31,510)	0	(31,510)
NNDR revenue		(2,055,890)	(2,065,210)	(150,000)	(2,215,210)
NNDR appeals		100,000	50,000	0	50,000
CTS Funding Parishes		55,250	46,960	0	46,960
Collection Fund Surplus		(8,230)	(52,860)	0	(52,860)
Council Tax - (27,876.12 x £192.15)	1	(5,147,940)	(5,323,910)	(32,480)	(5,356,390)
<b>TOTAL FUNDING</b>		<b>(8,569,510)</b>	<b>(8,248,590)</b>	<b>(182,480)</b>	<b>(8,431,070)</b>
<b>REQUIREMENT TO BALANCE THE BUDGET</b>		<b>0</b>	<b>418,770</b>	<b>(187,470)</b>	<b>231,300</b>

**Current Assumptions :**

1. Council Tax has been increased by £5 as an illustration with an increased property growth of 169.
2. 2017/18 salary budgets include an increase of 1%.
3. All earmarked reserves have been reviewed and adjustment made based upon existing need.
4. All income flows have been reviewed and adjusted for changes in demand and unit price.
5. Investment income has been based upon the existing lending criteria now in force.
6. Support services have been inflated in accordance with the pay award.
7. No reductions to grant budgets have been made.
8. Car parking fees are based upon 2016/17 fees and vends.

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PDG SERVICE UNIT MOVEMENTS

Appendix 2

GENERAL FUND SUMMARY			FTE	Budget Net Direct Cost	Impact of 10% savings	Impact of 20% savings	FTE	Budgeted Net Direct Cost Nov PDG	Movement between PDG	Budgeted Net Direct Cost Jan PDG	Movement Year on Year	+/- %
		Notes	2016/17	2016/17	2016/17	2016/17	2017/18	2017/18	2017/18	2017/18	2017/18	2017/18
	<b>Cabinet</b>											
SCM01	Leadership Team		2.0	165,450	16,545	33,090	5.0	448,430	7,810	456,240		4.7%
SCM03	Corporate Fees/Charges		0.1	149,120	14,912	29,824	0.0	202,310	24,620	226,930		16.5%
SCM06	Pension Backfunding		0.0	825,010	82,501	165,002	0.0	860,010	41,500	901,510		5.0%
SFP01	Accountancy Services		8.5	414,750	41,475	82,950	7.5	337,860	(21,280)	316,580		-5.1%
SFP02	Internal Audit		2.7	100,770	10,077	20,154	2.7	101,700	0	101,700		0.0%
SFP03	Procurement		2.5	75,880	7,588	15,176	2.5	77,390	0	77,390		0.0%
SFP04	Purchase Ledger		1.5	46,360	4,636	9,272	1.5	45,480	0	45,480		0.0%
SFP05	Sales Ledger		1.5	43,200	4,320	8,640	1.5	44,580	0	44,580		0.0%
SHR01	Human Resources		6.8	275,980	27,598	55,196	6.4	249,820	6,200	256,020		2.2%
SHR02	Mddc Staff Training		0.0	95,400	9,540	19,080	0.0	96,880	35,000	131,880		36.7%
SHR03	Payroll		1.9	62,630	6,263	12,526	1.7	57,020	0	57,020		0.0%
SHR04	Learning And Development		1.4	45,300	4,530	9,060	2.4	62,640	(12,050)	50,590		-26.6%
SIT01	It Gazetteer Management		2.0	64,820	6,482	12,964	2.0	65,080	0	65,080		0.0%
SIT03	It Information Technology		12.7	814,490	81,449	162,898	12.7	800,320	(6,500)	793,820		-0.8%
SLD01	Electoral Registration		4.0	155,710	15,571	31,142	4.0	126,740	0	126,740		0.0%
SLD02	Democratic Rep And Management		2.8	424,160	42,416	84,832	2.8	439,180	1,000	440,180		0.2%
SLD04	Legal Services		5.5	215,730	21,573	43,146	5.8	237,450	12,050	249,500		5.6%
			<b>55.9</b>	<b>3,974,760</b>	<b>397,476</b>	<b>794,952</b>	<b>58</b>	<b>4,252,890</b>	<b>88,350</b>	<b>4,341,240</b>		<b>2.2%</b>
	<b>Community PDG</b>											
SCD01	Community Development		5.0	414,980	41,498	82,996	0.0	98,700	0	98,700		0.0%
SCS20	Customer Services Admin		4.0	108,040	10,804	21,608	4.0	108,030	0	108,030		0.0%
SCS22	Customer First		24.2	752,020	75,202	150,404	22.7	682,530	0	682,530		0.0%
SES04	Public Health		0.0	22,640	2,264	4,528	1.0	44,370	0	44,370		0.0%
SES16	Es Staff Units/Recharges		15.0	557,070	55,707	111,414	15.5	593,750	(730)	593,020		-0.1%
SES17	Community Safety		1.5	53,970	5,397	10,794	1.4	57,890	0	57,890		0.0%
SES18	Food Safety		0.0	(4,650)	(465)	(930)	0.0	(12,530)	0	(12,530)		0.0%
SES21	Licensing		3.0	(12,430)	(1,243)	(2,486)	3.0	(15,470)	(10)	(15,480)		0.1%
SES22	Pest Control		0.0	4,000	400	800	0.0	4,000	0	4,000		0.0%
SES23	Pollution Reduction		0.0	4,230	423	846	0.0	4,240	0	4,240		0.0%
SPR01	Building Regulations		5.6	(2,060)	(206)	(412)	6.1	(5,330)	240	(5,090)		-11.7%
SPR02	Enforcement		2.5	96,500	9,650	19,300	2.5	102,170	0	102,170		0.0%
SPR03	Development Control		22.7	142,100	14,210	28,420	24.3	161,010	(15,000)	146,010		-10.6%
SPR04	Local Land Charges		1.6	(24,600)	(2,460)	(4,920)	1.6	(33,010)	0	(33,010)		0.0%
SPR09	Forward Planning		6.5	205,210	20,521	41,042	5.5	199,290	5,000	204,290		2.4%
SPR11	Regional Planning		0.0	92,200	9,220	18,440	0.0	318,340	30,000	348,340		32.5%
SRB01	Collection Of Council Tax		9.3	234,950	23,495	46,990	8.3	227,600	(26,000)	201,600		-11.1%
SRB02	Collection Of Business Rates		1.0	(74,290)	(7,429)	(14,858)	1.0	(76,180)	0	(76,180)		0.0%
SRB03	Housing Benefit Admin & Fraud		11.9	118,030	11,803	23,606	11.4	139,530	(13,000)	126,530		-11.0%
SRB04	Housing Benefit Subsidy		0.0	(75,000)	(7,500)	(15,000)	0.0	(75,000)	0	(75,000)		0.0%
SRB06	Debt Recovery		1.9	62,910	6,291	12,582	2.9	94,380	0	94,380		0.0%
SRS01	Recreation And Sport		57.2	(82,410)	(8,241)	(16,482)	57.6	(17,480)	50,010	32,530		-60.7%
			<b>172.9</b>	<b>2,593,410</b>	<b>259,341</b>	<b>518,682</b>	<b>169</b>	<b>2,600,830</b>	<b>30,510</b>	<b>2,631,340</b>		<b>1.2%</b>
	<b>Economy PDG</b>											
SCD02	Economic Development - Markets		2.0	(3,410)	(341)	(682)	2.2	420	34,000	34,420		-997.1%
SCP01	Parking Services		0.0	(616,390)	(61,639)	(123,278)	0.0	(592,390)	0	(592,390)		0.0%
SES03	Community Safety - C.C.T.V.		0.2	3,030	303	606	0.2	3,060	0	3,060		0.0%
SPR06	Economic Development		2.5	207,720	20,772	41,544	5.3	415,970	(2,500)	413,470		-1.2%
SPS12	GF Properties Shops / Flats		0.0	(513,910)	(51,391)	(102,782)	0.0	(563,180)	3,790	(559,390)		-0.7%
			<b>4.7</b>	<b>(922,960)</b>	<b>(92,296)</b>	<b>(184,592)</b>	<b>8</b>	<b>(736,120)</b>	<b>35,290</b>	<b>(700,830)</b>		<b>-3.8%</b>
	<b>Environment PDG</b>											
SES02	Cemeteries		1.5	(47,610)	(4,761)	(9,522)	1.5	(34,850)	0	(34,850)		0.0%
SES05	Open Spaces		1.2	54,800	5,480	10,960	1.2	82,410	3,000	85,410		5.5%
SGM01	Grounds Maintenance		20.0	562,130	56,213	112,426	20.0	560,950	(24,800)	536,150		-4.4%
SPS03	Flood Defence And Land Drain		0.0	26,430	2,643	5,286	0.0	26,430	0	26,430		0.0%
SPS04	Street Naming & Numbering		0.2	7,910	791	1,582	0.2	7,220	0	7,220		0.0%
SPS07	Public Transport		0.0	(15,080)	(1,508)	(3,016)	0.0	(15,110)	0	(15,110)		0.0%
SPS11	Public Conveniences		1.3	49,300	4,930	9,860	1.3	43,230	0	43,230		0.0%
SWS01	Street Cleansing		7.4	322,770	32,277	64,554	7.4	334,720	0	334,720		0.0%
SWS02	Waste Collection		29.6	546,720	54,672	109,344	30.6	352,880	75,390	428,270		13.8%
SWS03	Recycling		30.8	730,150	73,015	146,030	30.8	699,380	(79,680)	619,700		-10.9%
SWS04	Waste Management		5.7	175,870	17,587	35,174	4.7	170,790	0	170,790		0.0%
			<b>97.7</b>	<b>2,413,390</b>	<b>241,339</b>	<b>482,678</b>	<b>98</b>	<b>2,228,050</b>	<b>(26,090)</b>	<b>2,201,960</b>		<b>-1.1%</b>
	<b>Housing PDG</b>											
SES15	Private Sector Housing Grants		4.6	165,720	16,572	33,144	4.1	163,900	0	163,900		0.0%
SHG03	Homelessness Accommodation		6.5	232,470	23,247	46,494	7.4	271,340	(20,000)	251,340		-8.6%
SPS05	Administration Buildings		0.0	260,260	26,026	52,052	0.0	271,090	(13,780)	257,310		-5.3%
SPS06	Mddc Depots		0.0	57,960	5,796	11,592	0.0	62,680	(34,560)	28,120		-59.6%
SPS08	Office Building Cleaning		3.1	59,880	5,988	11,976	3.0	59,750	(6,260)	53,490		-10.5%
SPS09	Property Services Staff Unit		10.9	339,830	33,983	67,966	10.9	381,010	0	381,010		0.0%
			<b>25.1</b>	<b>1,116,120</b>	<b>111,612</b>	<b>223,224</b>	<b>25.4</b>	<b>1,209,770</b>	<b>(74,600)</b>	<b>1,135,170</b>		<b>-0.8</b>
	<b>GRAND TOTAL</b>		<b>356.3</b>	<b>9,174,720</b>	<b>917,472</b>	<b>1,834,944</b>	<b>358.1</b>	<b>9,555,420</b>	<b>53,460</b>	<b>9,608,880</b>		<b>-0.9</b>
	<b>Net recharge to HRA</b>			(1,265,490)				(1,276,490)	32,550	(1,243,940)		-2.6%
									0			
	PWLB Bank Loan Interest Payable			112,030				106,920	0	106,920		0.0%
	Finance Lease Interest Payable			34,000				36,760	0	36,760		0.0%
	Provision for the Financing of Capital Spending			400,720				398,370	0	398,370		0.0%
	Interest Received on Investments			(171,000)				(209,000)	(45,000)	(254,000)		26.3%
	Interest from Funding provided for HRA			(54,000)				(54,000)	0	(54,000)		0.0%
	Revenue Contribution to Capital Programme			0				0	0	0		#DIV/0!
	New Homes Bonus			(1,831,460)				(1,831,460)	109,480	(1,721,980)		-6.0%
	Transfers into Earmarked Reserves	APP 3		2,745,770				2,523,430	(105,480)	2,417,950		-3.8%
	Transfers from Earmarked Reserves	APP 4		(575,780)				(582,590)	(50,000)	(632,590)		8.7%
									0			
	<b>Funded by:-</b>								0			
	Revenue Support Grant			(1,017,260)				(497,550)	0	(497,550)		0.0%
	Rural Services Delivery Grant			(463,810)				(374,510)	0	(374,510)		0.0%
	Transitional Grant			(31,630)				(31,510)	0	(31,510)		0.0%
	NNDR			(2,055,890)				(2,065,210)	(150,000)	(2,215,210)		7.3%
	NNDR Appeals			100,000				50,000	0	50,000		0.0%
	CTS Funding Parishes			55,250				46,960	0	46,960		0.0%
	Collection Fund Surplus			(8,230)				(52,860)	0	(52,860)		0.0%
	Council Tax (27,876.12 x £192.15)			(5,147,940)				(5,323,910)	(32,480)	(5,356,390)		0.6%
	<b>Total Budget</b>			<b>0</b>				<b>418,770</b>	<b>(187,470)</b>	<b>231,300</b>		
	<b>Projected Budget Overspend 2016/17</b>			<b>25,218</b>								
	<b>GF Balance B/F</b>			(2,211,036)								
	<b>GF Balance C/F</b>			(2,185,818)								

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## Appendix 3

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## 2017/18 BUDGETS

### Transfers from Earmarked Reserves

SERVICE		UTILISE NHB	OTHER
CD200	COMMUNITY DEVELOPMENT	(45,000)	
CS938	DIGITAL STRATEGY STAFFING	(23,180)	
LD600	LEGAL SERVICES	(16,180)	
PR200	DEVELOPMENT CONTROL	(294,000)	
PR400	BUSINESS DEVELOPMENT	(21,730)	
PR400	BUSINESS DEVELOPMENT	(40,700)	
PR400	BUSINESS DEVELOPMENT	(100,000)	
PR800	PLANNING POLICY	(30,000)	
RB600	REVENUES MISC INCOME TEAM		(20,000)
ES361	PUBLIC HEALTH		(19,700)
EQ638	DEV CONT LINEAR PARK		(4,170)
EQ640	W52 POPHAM CLOSE COMM FUND		(1,950)
EQ641	W67 MOORHAYES COM DEV FUND		(1,630)
EQ642	W69 FAYRECROFT WILLAND EX WEST		(4,620)
EQ643	W70 DEVELOPERS CONTRIBUTION		(6,650)
EQ644	DEV CONT WINSWOOD CREDITATION		(3,080)
<b>TOTAL</b>		<b>(570,790)</b>	<b>(61,800)</b>
			<b>(632,590)</b>

2016/17 (325,780) (250,000) (575,780)

Movement (245,010) 188,200 (56,810)



£k

**Estates Management****Exe Valley Leisure Centre**

Exe Valley Leisure Centre - Replenish sand filters	25
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**Culm Valley sports centre**

CVSC replace end of life AC for fitness Gym	30
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<b>Total</b>	<b>55</b>
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**Other MDDC Buildings****Pannier Market**

Pannier Market - Improvement Project back log maintenance	60
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**MDDC Shops/industrial Units**

Energy Assessment works - new legislation - Indust Units/Shops/Mkt Walk	50
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**Play Areas**

Play area refurbishment District wide - Amory Park Tiverton	50
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**Other Projects**

Crediton Office - Structural improvement work	30
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**General Fund Development Schemes**

Rear of Town Hall development site (6 Houses, 24 Apartments)	5,114
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<b>Total</b>	<b>5,304</b>
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**Economic Development Schemes**

Tiverton Pannier Market awnings & canopy (Note 1 )	0
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Harlequin Valley Project (Note 1)	0
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Tiverton Town Centre improvements (Note 1)	0
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<b>Total</b>	<b>0</b>
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**ICT Projects**

Replacement PC estate	
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Unified Comms/telephony	107
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Digital Transformation replacement of CRM	50
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Secure Wifi replacement	50
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Parking System Replacement	40
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Replacement Queue System	30
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Core System Refreshes - Revs/Bens	20
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Replacement Estates/Property Systems	50
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<b>Total</b>	<b>347</b>
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**Affordable Housing Projects**

Grants to housing associations to provide houses (covered by Commuted Sums)	115
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Affordable Housing initiative	
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<b>Total</b>	<b>115</b>
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**Private Sector Housing Grants**

Empty homes and enforcement	104
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Disabled Facilities Grants—P/Sector	490
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<b>Total</b>	<b>594</b>
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### Street Cleansing

Medium Sweeper (Street Cleansing)	70
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### Grounds Maintenance

Van Tipper	26
Ransomes Mower	35
<b>Total</b>	<b>131</b>

### Miscellaneous

A361 junction to facilitate Eastern Urban Extension (funded by s106)	<b>1,750</b>
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<b>TOTAL GF PROJECTS</b>	<b>8,296</b>
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### HRA Projects

#### Existing Housing Stock

Major repairs to Housing Stock	2,278
Renewable Energy Fund	100
Disabled Facilities Grants - Council Houses	299

#### Housing Development Schemes

Land Banking for Affordable Housing	0
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### HRA ICT Projects

Repairs - mobile replacement (HRA)	30
Tenancy Mobile (HRA)	40
<b>Total</b>	<b>2,747</b>

### HRA Replacement Vehicles

Van Tipper 4.5T (Responsive Repairs)	32
<b>Total</b>	<b>32</b>

<b>TOTAL HRA PROJECTS</b>	<b>2,779</b>
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<b>GRAND TOTAL GF + HRA</b>	<b>11,075</b>
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### MDDC Funding Summary

	2017-18 £k
<b>EXISTING FUNDS</b>	
Capital Grants Unapplied Reserve	605
Capital Receipts Reserve	1,091
Earmarked Reserves	2,487
Miscellaneous Funding	3,878
<b>Subtotal</b>	<b>8,061</b>
<b>NEW FUNDS</b>	
Borrowing	3,014
Revenue Contributions	0
<b>Subtotal</b>	<b>3,014</b>
<b>TOTAL FUNDING</b>	<b>11,075</b>

### Notes

1. These projects are subject to satisfactory business cases being produced.

# 2017/18 Budget Movements from Budget 5 to Budget 6

## Appendix 6

Ref	Code	Code Description	Description of change	Cost Pressures	Savings	2017/18 Draft Budget
			<b>ORIGINAL NOVEMBER PDG BUDGET - Budget 5</b>			<b>418,770.0</b>
1			Business rates - Solar and Pool Benefit		(150,000)	
2	TREMIR		Decrease in New Homes Bonus		(109,480)	
3	WS725 various	Recycling	Increase in price and tonnages		(81,290)	
4	IE2907440	Treasury	Another £1m with CCLA		(45,000)	
5	PS860	Station Yard	Rental income and removal of operational budget		(34,560)	
6			Council tax Base Increase (27,876.12-27,707.03) x £192.15		(32,480)	
7	TREMIR	Planning	Exeter Strategic post funded from New Homes Bonus		(30,000)	
8	FP100	Accountancy	A post reducing hrs & revised membership costs		(21,280)	
9	TREMIR (IE930-	Revenues Recovery Team	Re RB600 Post to be made permanent - £20k taken from EMR		(20,000)	
10	HG320	Homelessness	Discretionary rent allowances		(20,000)	
11	PS990	Property Services	Rent from Coggans Well House (PWLb loan instalments shown below)		(20,000)	
12	GM960	Grounds Maintenance	Reduction in the Tree Works budget as looking to do more in-house		(17,000)	
13			Extra S106 admin fee		(15,000)	
14	RB100-7442	Council Tax recovery	Single Occupancy Discount Penalties £14k (200 * £70)		(14,000)	
15	RB350-7415	HB DWP UC DP	Funding from DWP for MDCC assistance in supporting Universal Credit		(13,000)	
16		Training Budgets	Remove an apprentice budget		(12,050)	
17	RB100-7406	Council Tax recovery	Change to charging for court costs £12k - no longer remit £20 if paid between summons & court date (200 * £60)		(12,000)	
18	PS830	Town Hall	Reduction in costs if Town Council take over		(8,780)	
19	IT300	Central Telephones	Review potential telephony savings		(8,500)	
20	IT400	ICT	Cheaper internet provider 17-18		(8,000)	
21	PS970	Town Hall	Post no longer required as transfer of building to Town Council		(6,260)	
22		Grounds Maint	Additional cont. from Cull TC & DCC for Cull grass cutting - £5k		(5,000)	
23	PS8102301	Phoenix House	Reduced electricity budget to take account for the spend to save exercise on LED lighting which increased 2121 in 17/18 by 20k pay back period 5 years.		(5,000)	
24		Grounds Maint	Savings from skip budget (£6.5 - £1.7 TW & £2k adhoc skips)		(2,800)	
25	CM600	Backfunding	Legacy payment made to widow has ceased		(2,600)	
26	PR400		Community engagement budget not required		(2,500)	
27	ES733	E/Health	Decrease in pension job sharing		(730)	
			<b>Total Savings</b>		<b>(697,310)</b>	<b>(697,310)</b>
28	IE		Decrease in New Homes Bonus	109,480		
29	WS700	Refuse	Adjust Garden Waste Income budget in line with take up	50,000		
30		Leisure income	Review of 17/18 forecast	50,000		
31	CM600	Backfunding	Pension backfunding increase	44,100		
32	HR200	Training Budgets	Increase to training budget	35,000		
33	CD300	Markets	Reviewed Market budget. Mainly income. Any plans to increase? Pig Pens + Events	34,000		
34			Adjustment to net HRA recharges	32,550		

## 2017/18 Budget Movements from Budget 5 to Budget 6

## Appendix 6

Ref	Code	Code Description	Description of change	Cost Pressures	Savings	2017/18 Draft Budget
35	PR8104507	Statutory Planning	Strategic Partnership Exeter Post (Fixed term 18m) - now only £30k	30,000		
36	WS710	TW	Increase disposal cost budget	27,000		
37	CM300	Corporate	Superannuation - Current year (14.4% to 14.8%)	24,620		
38	PS992	Market Walk	Rent review assuming 2 vacant unit	12,870		
39	LD600	Legal	Restructure with new Legal services Manager and Monitoring Officer	12,050		
40			PWLB Loan repayment - Coggans Well (Rent shown above)	10,920		
41		ICT	Mobile phone contract - purchase of mobiles across general fund services only	10,000		
42	CM100	Leadership team	Apprentice - was this included in Planning budget	7,810		
43	HR100	Human Resources	Increase in HR/Payroll Licence fee	6,200		
44	PR600		Income budget for introduction of CIL reduced	5,000		
45	ES660	Control of Pollution	Set up sinking fund for replacement noise equipment.	4,000		
46	ES450	Play Areas	Reduction in Play Area income contributions from Towns & Parishes	3,000		
47		Economic Development	what about other 3 grants that are reviewed? GWC, Mus & TIC	1,000		
48	PR1004698	Bldg. Control	Lone Working Support - Taunton Deane Call Centre	240		
			<b>Total Cost Pressures</b>	<b>509,840</b>		<b>509,840</b>
			<b>REVISED 2017/18 GENERAL FUND BUDGET DEFICIT</b>			<b>231,300.0</b>

### Capital Programme 17/18 Changes since MTFP (Cabinet 27/10/16)

Total Capital Programme Budgeted Spend 17/18 per MTFP report 27/10/16 Cabinet

11,812,000

### Changes

A361 Junction to facilitate EUE development (funded from future s106 receipts as development occurs)

1,750,000

Removal of 3 Economic Development Projects - Reports/Business Cases to be considered by Cabinet during 17/18 to consider commercially viable:

Tiverton Pannier Market Awnings/Canopy  
Harlequin Valley Project  
Tiverton Town Centre Improvements

(150,000)  
(200,000)  
(40,000)

Removal of Land banking for Affordable Housing - to be considered when site becomes available

(2,100,000)

Major Repairs to Housing Stock - Budget adjusted from £2,275k to £2,278k

3,000

**Revised Capital Programme Budgeted Spend 17/18**

**11,075,000**

Ref	Code	Code description	Description of change	Increase/Decrease
1				
2	Various		Car park charging options - Pay and Display options, new machines, free parking and amenity car parks	-50,000
3	CD200/PR400	Grants	Potential business rate increases - but what about Transitional Relief?	-15,000
4	IT400	ICT	Review of grants - reduce in line with government funding reductions 15% - don't forget grants moved to Econ/leisure heading	-16,000
5			Cease contract with external Disaster Recovery.	-9,600
6	ES100	Cemeteries	Changes to CTR scheme - major preceptors contribution to recovery	-12,000
7	PS994	Moorhayes Community Centre	Review of cemetery fees	-11,800
8		Car Parks	Budget for Solar Income	-5,000
9	ES460	Open Spaces	Income from Electric charging points	-5,000
10			Review of facilities	-4,000
			Air quality equip in Crediton	-3,500
			<b>TOTAL</b>	<b>-131,900</b>

Ref	Code	Code description	Description of change
1			With loss of NHB to underpin capital
2			Handyman/small works team?
3	WS770	Carlu Close	Annual rent from DCC for Waste Transfer Station
4	CP520	MSCP	Consideration of potential lost revenue due to Premier Inn works ?
5			Govt Housing White Paper - DC to increase charges to break even?
6			Business Transformation savings?
7			Profit re-invested from SPV - not until 17/18
8			Revised Housing Benefit admin subsidy received 21/12/16
9	WS725	Recycling	Review shredding grant

# MID DEVON DISTRICT COUNCIL – NOTIFICATION OF KEY DECISIONS

January 2017

The Forward Plan containing key Decisions is published 28 days prior to each Cabinet meeting

Title of report and summary of decision	Decision Taker	Date of Decision	Officer contact	Cabinet Member	Intention to consider report in private session and the reason(s)
<b>Gypsies and Travellers Policy</b> To receive a report of the Head of Housing and Property Services regarding a policy for Gypsy and Travellers.	Community Policy Development Group  Cabinet  Council	31 Jan 2017  2 Feb 2017  22 Feb 2017	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Planning and Economic Regeneration (Councillor Richard Chesterton)	Open
<b>Masterplan - Area B Tiverton Eastern Urban Extension</b>  Report of the Head of Planning and Regeneration requesting the Cabinet to consider consultation drafts	Cabinet	2 Feb 2017	Jenny Clifford, Head of Planning and Regeneration Tel: 01884 234346	Cabinet Member for Planning and Economic Regeneration (Councillor Richard Chesterton)	Open
<b>Broadband Update</b>  Report of the Director of Finance, Assets and	Cabinet	2 Feb 2017	Andrew Jarrett, Director of Finance, Assets and Resources Tel:	Cabinet Member for Planning and Economic Regeneration	Fully exempt

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Resources regarding this issue.			01884 234242	(Councillor Richard Chesterton)	
<b>Decant Policy (update)</b> To receive a report from the Head of Housing and Property Services outlining some minor changes to the Decant Policy.	Homes Policy Development Group  Cabinet	17 Jan 2017  2 Feb 2017	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Open
<b>Exeter Town Centre Action Plan and Market Strategy</b> To receive a report from the Head of Communities and Governance regarding the Town Centre Action Plan	Economy Policy Development Group  Cabinet	19 Jan 2017  2 Feb 2017	Jenny Clifford, Head of Planning and Regeneration Tel: 01884 234346	Cabinet Member for Planning and Economic Regeneration (Councillor Richard Chesterton)	Open
<b>Community Engagement Strategy 2016-17</b> Report updating Members on progress made with the Community Engagement Action Plan (2015-16) and to review the strategy and	Community Policy Development Group  Cabinet	31 Jan 2017  2 Mar 2017	Liz Reeves, Head of Customer Services Tel: 01884 234371	Cabinet Member for Community Well Being (Councillor Colin Slade)	Open



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focus for 2016-17.					
<b>Community Engagement Action Plan</b>  To receive information regarding the action plan.	Community Policy Development Group  Cabinet	31 Jan 2017  2 Mar 2017	Liz Reeves, Head of Customer Services Tel: 01884 234371	Cabinet Member for Community Well Being (Councillor Colin Slade)	Open
<b>Greater Exeter Growth &amp; Development Board</b>  To receive a report from the Chief Executive	Cabinet  Council	2 Feb 2017  22 Feb 2017	Stephen Walford, Chief Executive	Cabinet Member for Planning and Economic Regeneration (Councillor Richard Chesterton)	Open
<b>Devolution - Mid Devon and the Heart of the South West Proposition</b>  Report of the Chief Executive setting out the possible devolution process for recommendation to Council	Cabinet  Council	2 Feb 2017  22 Feb 2017	Stephen Walford, Chief Executive	Leader of the Council (Councillor Clive Eginton)	Open

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<b>Health and Safety Policy</b>  Report of the Health and Safety Officer regarding a revised policy	Community Policy Development Group  Cabinet	31 Jan 2017  2 Mar 2017	Jill May, Director of Corporate Affairs and Business Transformation Tel: 01884 234381	Cabinet for the Working Environment and Support Services (Councillor Margaret Squires)	Open
<b>Strategic Land Issues</b>  To receive a report of the Head of Housing and Property Services advising on responses to the Town Centre Masterplanning to include expressions of interest and the potential for acquiring a new site for depot redevelopment.	Cabinet	2 Feb 2017	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Fully exempt <i>Financial and business issues</i>
<b>Waste Storage Supplementary Planning Document</b>  To receive a report of the Head of Planning and Regeneration regarding the proposed adoption of the Supplementary Planning	Cabinet	2 Feb 2017	Jenny Clifford, Head of Planning and Regeneration Tel: 01884 234346	Cabinet Member for Planning and Economic Regeneration (Councillor Richard Chesterton)	Open

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Document.					
<b>Policy Framework</b>  Report of the Chief Executive requesting endorsement of the Policy Framework for the year.	Cabinet  Council	2 Feb 2017  22 Feb 2017	Stephen Walford, Chief Executive	Leader of the Council (Councillor Clive Eginton)	Open
<b>Establishment</b>  Report of the Director of Corporate Affairs and Business Transformation outlining the overall structure of the Council showing the management and deployment of officers	Cabinet  Council	2 Feb 2017  22 Feb 2017	Jill May, Director of Corporate Affairs and Business Transformation Tel: 01884 234381	Cabinet for the Working Environment and Support Services (Councillor Margaret Squires)	Open
<b>National Non Domestic Rates</b>  Report of the Director of Finance, Assets and Resources providing Members with an update of the income generation and financial implications of the number of business Rate properties in Mid Devon and	Cabinet	2 Feb 2017	Andrew Jarrett, Director of Finance, Assets and Resources Tel: 01884 234242	Cabinet Member for Finance (Councillor Peter Hare-Scott)	Open

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to approve the NNDR1 (estimated income to be generated in 2017/18 from business rates).					
<b>Budget</b> Report of the Director of Finance, Assets and Resources providing the proposals for the General Fund and the Housing Revenue Account for the year 2017/18.	Cabinet Council	2 Feb 2017 22 Feb 2017	Andrew Jarrett, Director of Finance, Assets and Resources Tel: 01884 234242	Cabinet Member for Finance (Councillor Peter Hare-Scott)	Open
<b>Capital Programme</b> Report of the Director of Finance, Assets and Resources with regard to the Capital Programme.	Cabinet Council	2 Feb 2017 22 Feb 2017	Andrew Jarrett, Director of Finance, Assets and Resources Tel: 01884 234242	Cabinet Member for Finance (Councillor Peter Hare-Scott)	Open
<b>Land for Affordable Housing</b> To acquire land ( in consultation with the Cabinet Member for Housing) for the provision of affordable housing (under the scheme	Head of Housing and Property Services	Not before 1st Mar 2017	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960		Open

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of delegation) at Waddeton Park, Post Hill, Tiverton					
<b>Design Competition for Rear of the Town Hall Site, Tiverton</b>  Report of the Head of Housing and Property Services to consider the outcome of the design competition for architectural services for the rear of the Town Hall site, Tiverton.	Cabinet	2 Mar 2017	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Fully exempt
<b>Special Purpose Vehicle (Property) (2)</b>  To receive a report of the Director of Finance, Assets and Resources providing an update to the report to Cabinet on 27 October 2016	Cabinet	2 Mar 2017	Andrew Jarrett, Director of Finance, Assets and Resources Tel: 01884 234242	Cabinet Member for Housing (Councillor Ray Stanley)	Open
<b>Exe Valley Leisure Centre - Tender for Works</b>  To consider the outcome of the tender process for the Exe Valley Leisure Centre	Cabinet	2 Mar 2017	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Community Well Being (Councillor Colin Slade)	Fully exempt

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Extension Works					
<b>Communication Strategy Action Plan</b>  Report of the Head of Customer Services reviewing the Communication Strategy	Cabinet	2 Mar 2017	Liz Reeves, Head of Customer Services Tel: 01884 234371	Cabinet for the Working Environment and Support Services (Councillor Margaret Squires)	Open
<b>ICT Strategy</b>  Report of the Head of Customer Services regarding a review of the ICT Strategy	Cabinet	2 Mar 2017	Liz Reeves, Head of Customer Services Tel: 01884 234371	Cabinet Member for Community Well Being (Councillor Colin Slade)	Open
<b>Re-Roofing Contract</b>  To consider a report of the Head of Housing and Property Services providing information on the outcome of the procurement for roofing works.	Cabinet	2 Mar 2017	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Fully exempt
<b>Older Persons' Housing Service Strategy</b>  To receive a report from	Homes Policy Development Group  Cabinet	14 Mar 2017  30 Mar 2017	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Open

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the Head of Housing and Property Services reviewing the Older Persons' Housing Service Strategy.					
<b>Empty Homes Strategy</b> To receive a report from the Head of Human Resources and Development on the Strategy regarding Empty Homes.	Homes Policy Development Group  Cabinet	14 Mar 2017  30 Mar 2017	Jill May, Director of Corporate Affairs and Business Transformation Tel: 01884 234381	Cabinet Member for Housing (Councillor Ray Stanley)	Open
<b>Private Sector Housing Renewal Policy</b> To receive a report from the Head of Housing and Property Services reviewing the existing policy.	Homes Policy Development Group  Cabinet	14 Mar 2017  30 Mar 2017	Jill May, Director of Corporate Affairs and Business Transformation Tel: 01884 234381	Cabinet Member for Housing (Councillor Ray Stanley)	Open
<b>Ageing Well Strategy</b> Report regarding a new strategy.	Community Policy Development Group  Cabinet	28 Mar 2017  30 Mar 2017	Jill May, Director of Corporate Affairs and Business Transformation Tel: 01884 234381	Cabinet Member for Community Well Being (Councillor Colin Slade)	Open

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	Council	26 Apr 2017			
<b>Window Renewal Contract</b>  To consider a report of the Head of Housing and Property Services providing information on the outcome of the procurement for window renewal.	Cabinet	30 Mar 2017	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Fully exempt
<b>Single Equalities Policy and Equality Objective</b>  Annual Review	Community Policy Development Group  Cabinet	28 Mar 2017  Before 30 Apr 2017	Jill May, Director of Corporate Affairs and Business Transformation Tel: 01884 234381	Cabinet for the Working Environment and Support Services (Councillor Margaret Squires)	Open
<b>Town and Parish Charter</b>  To undertake a four yearly review the Town and Parish Charter	Community Policy Development Group  Cabinet	28 Mar 2017  11 May 2017	Jill May, Director of Corporate Affairs and Business Transformation Tel: 01884 234381	Cabinet Member for Community Well Being (Councillor Colin Slade)	Open
<b>Pay Policy</b>	Cabinet	30 Mar 2017	Jill May, Director of	Leader of the	Open



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Report of the Director of Corporate Affairs and Business Transformation complying with the legislative requirements of the Localism Act 2011 relating to senior pay, in particular the role of the Chief Executive and senior staff.	Council	26 Apr 2017	Corporate Affairs and Business Transformation Tel: 01884 234381	Council (Councillor Clive Eginton)	
<b>Treasury Management Strategy Statement and Annual Investment Strategy 2017/18</b> Report of the Director of Finance, Assets and Resources requesting agreement of the proposed Treasury Management Strategy and Annual Investment Strategy for 2017/18.	Cabinet	30 Mar 2017	Andrew Jarrett, Director of Finance, Assets and Resources Tel: 01884 234242	Cabinet Member for Finance (Councillor Peter Hare-Scott)	Open
<b>Devon District Council's Joint Safeguarding Policy and MDDC Guidance and Procedures</b> Annually or whenever there	Community Policy Development Group Cabinet	Before 28 Apr 2017 Before 30 May 2017	Amy Tregellas, Head of Communities and Governance and Monitoring Officer Tel: 01884 234246	Cabinet for the Working Environment and Support Services (Councillor Margaret	Open

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is a change in the legislation.				Squires)	
<b>Structural Repair Contract</b>  To consider a report of the Head of Housing and Property Services providing information on the outcome of the procurement for structural repairs.	Cabinet	11 May 2017	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Fully exempt
<b>Tenancy Strategy</b>  To receive a report from the Head of Housing and Property Services regarding a revision of the Tenancy Strategy.	Homes Policy Development Group  Cabinet	18 Jul 2017  3 Aug 2017	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Open
<b>Tenancy Policy (update)</b>  To receive a report from the Head of Housing and Property Services outlining some minor changes to the Tenancy Policy.	Homes Policy Development Group  Cabinet	18 Jul 2017  3 Aug 2017	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Open

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<b>Community Safety Partnership Plan</b>  2 yearly review	Community Policy Development Group  Cabinet	Before 30 May 2017  Before 30 Jun 2017	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Community Well Being (Councillor Colin Slade)	Open
<b>Customer Care Policy</b>  3 yearly review	Community Policy Development Group  Cabinet	Before 30 Jun 2017  Before 30 Jul 2017	Liz Reeves, Head of Customer Services Tel: 01884 234371	Cabinet for the Working Environment and Support Services (Councillor Margaret Squires)	Open
<b>Corporate Anti Social Behaviour Policy</b>  4 yearly review	Community Policy Development Group  Cabinet	Before 30 Jun 2017  Before 30 Jul 2017	Nick Sanderson, Head of Housing and Property Services Tel: 01884 234960	Cabinet Member for Housing (Councillor Ray Stanley)	Open

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