

# Public Document Pack



<b>BABERGH CABINET</b>	
<b>DATE:</b>	<b>THURSDAY, 7 JANUARY 2021 5.30 PM</b>
<b>VENUE:</b>	<b>VIRTUAL TEAMS MEETING</b>

<b>Members</b>		
<u>Conservative</u> Jan Osborne John Ward (Chair) Michael Holt Elisabeth Malvisi	<u>Independent</u> Derek Davis Clive Arthey Lee Parker	<u>Liberal Democrat</u> David Busby

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## **AGENDA**

### **PART 1**

#### **MATTERS TO BE CONSIDERED WITH THE PRESS AND PUBLIC PRESENT**

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7 **FORTHCOMING DECISIONS LIST**

Please note the most up to date version can be found via the website:

<https://www.babergh.gov.uk/the-council/forthcoming-decisions-list/>

- 8 **BCa/20/18 INTER AUTHORITY AGREEMENT BETWEEN BABERGH DISTRICT COUNCIL AND MID SUFFOLK DISTRICT COUNCIL** 15 - 56  
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15 **EXCLUSION OF THE PUBLIC (WHICH TERM INCLUDES THE PRESS)**

To consider whether, pursuant to Part 1 of Schedule 12A of the Local Government Act 1972, the public should be excluded from the meeting for the business specified below on the grounds that if the public were present during this item, it is likely that there would be the disclosure to them of exempt information as indicated against the item.

The author of the report proposed to be considered in Part 2 of the Agenda is satisfied that the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

16 **BCa/20/25 DISABLED FACILITY GRANT - BDC CONTRIBUTION TO SCC COMMUNITY EQUIPMENT BUDGET** 205 - 218

Cabinet Member for Housing

**Date and Time of next meeting**

Please note that the next meeting is scheduled for Thursday, 4 February 2021 at 9.30 am.

**Webcasting/ Live Streaming**

The Webcast of the meeting will be available to view on the Councils Youtube page:  
[https://www.youtube.com/channel/UCSWf\\_0D13zmegAf5Qv\\_aZSg](https://www.youtube.com/channel/UCSWf_0D13zmegAf5Qv_aZSg)

For more information about this meeting, including access arrangements and facilities for people with disabilities, please contact the Committee Officer, Claire Philpot on: 01473 296376 or Email: [Committees@baberghmidsuffolk.gov.uk](mailto:Committees@baberghmidsuffolk.gov.uk)

## **Introduction to Public Meetings**

Babergh/Mid Suffolk District Councils are committed to Open Government. The proceedings of this meeting are open to the public, apart from any confidential or exempt items which may have to be considered in the absence of the press and public.

## **Protocol for Virtual Cabinet Meetings**

### Live Streaming:

1. The meeting will be held on TEAMS and speakers will be able to join via invite only. Any person who wishes to speak at the meeting must contact Committee Services on 01473 296376 at least 24 hours before the start of the meeting.
2. The meeting will be live streamed and will be available to view on the Council's YouTube page as detailed below:  
[https://www.youtube.com/channel/UCSWf\\_0D13zmegAf5Qv\\_aZSg](https://www.youtube.com/channel/UCSWf_0D13zmegAf5Qv_aZSg)

### Recording of proceedings:

1. Proceedings will be conducted in video format.
2. A Second Governance Officer will be present and will control the TEAMS call and Livestreaming.
3. If you are experiencing slow refresh rates and intermittent audio you should turn off incoming video to improve your connection to the meeting.

### Disclosable Pecuniary Interests:

1. A Councillor declaring a disclosable pecuniary interest will not be permitted to participate further in the meeting or vote on the item. Where practicable the Councillor will leave the virtual meeting, including by moving to a 'lobby' space and be invited to re-join the meeting by the Committee Officer at the appropriate time. Where it is not practicable for the Councillor to leave the virtual meeting, the Committee Officer will ensure that the Councillor's microphone is muted for the duration of the item.

### Questions and Debate:

1. Once an item has been introduced and proposed by the relevant Cabinet Member and been seconded, the Chair will ask if there are any questions. Each Member of the Cabinet will be asked, in alphabetical order, to put their questions.
2. Any Councillors present who are not part of the Cabinet will then be invited to ask questions but must alert the committee clerk/chair first using the chat function (to be unmuted). The questions must be related to the agenda item being discussed.
3. At the end of the questions the Chair will ask Cabinet Members whether they have any further questions before entering into debate.
4. Upon completion of any debate the Chair will move to the vote.

### Voting:

1. Once a substantive motion is put before the committee and there is no further debate then a vote will be taken.



2. Due to circumstances the current voting by a show of hands would be impractical - as such the Governance Officer will conduct the vote by roll call or electronic voting. The total votes for and against and abstentions will be recorded in the minutes not the individual votes of each Councillor. Except where a recorded vote is requested in accordance with the Rules of Procedure.
3. The governance officer will then read out the result for the Chair to confirm.
4. A Councillor will not be prevented from voting on an item if they have been disconnected from the virtual meeting due to technical issues for part of the deliberation.

Confidential items:

1. The Public and Press may be Excluded from the meeting by resolution in accordance with normal procedural rules. The Committee Officer will ensure that any members of the public and press are disconnected from the meeting. All Councillors participating in the meeting will be asked to verbally declare that there are no other persons present who will be able to hear or observe proceedings.

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# Agenda Item 3

## BABERGH DISTRICT COUNCIL

Minutes of the meeting of the **BABERGH CABINET** held as a Virtual Teams Meeting on Thursday, 10 December 2020 at 2:30pm.

### **PRESENT:**

Councillor: John Ward (Chair)

Councillors:	Jan Osborne	Derek Davis
	Clive Arthey	David Busby
	Michael Holt	Elisabeth Malvisi
	Lee Parker	

### **In attendance:**

Councillor(s): Councillor McCraw

Officers:

- Chief Executive (AC)
- Monitoring Officer (EY)
- Assistant Director – Corporate Resources (KS)
- Assistant Director – Housing (GF)
- Assistant Director – Customer Services (SW)
- Assistant Director – Environment and Commercial Partnerships (CC)
- Corporate Manager – Finance and Commissioning and Procurement (ME)
- Corporate Manager – ICT (MH)

## **24 APOLOGIES FOR ABSENCE**

There were no apologies for absence.

## **25 DECLARATION OF INTERESTS BY COUNCILLORS**

Councillor Jan Osborne declared a local non-pecuniary interest in respect of report BCa/20/15 Community Infrastructure Levy (CIL) – CIL Expenditure Programme December 2020, Bids 20-04 Tenterpiece Sheltered Accommodation and 20-11 CCTV Arrangements in Sudbury and Hadleigh.

## **26 BCA/20/10 TO CONFIRM THE MINUTES OF THE MEETING HELD ON 09 NOVEMBER 2020**

It was **RESOLVED:**

**That the minutes of the meeting held on 09 November were confirmed as a true record. The minutes would be signed at the next practicable opportunity.**

**27 TO RECEIVE NOTIFICATION OF PETITIONS IN ACCORDANCE WITH THE COUNCIL'S PETITION SCHEME**

None received.

**28 QUESTIONS BY COUNCILLORS**

There were no questions received from Councillors.

**29 MATTERS REFERRED BY THE OVERVIEW AND SCRUTINY OR JOINT AUDIT AND STANDARDS COMMITTEES**

There were no matters referred.

**30 FORTHCOMING DECISIONS LIST**

The Forthcoming Decisions List was noted.

**31 BCA/20/11 GENERAL FUND FINANCIAL MONITORING 2020/21 - QUARTER 2**

31.1 The Cabinet Member for Finance introduced the report and provided Members with an overview of the details contained in the report including the financial impact on the Council of the Covid-19 pandemic.

31.2 Councillor Ward thanked the Finance team for their hard worked and moved the recommendations in the report.

31.3 Councillor Davis seconded the recommendations.

31.4 Councillor Parker queried the Commuted Sum reserve detailed on page 30, appendix C of the report. In response Councillor Ward advised that this figure related to the St Bartholomews Development in Sudbury.

31.5 Members commended the hard work of the Finance team.

By a unanimous vote

**It was RESOLVED:**

**That the Council's financial position at the end of Quarter 2 was noted by Cabinet.**

**Reason for Decision:** To ensure that Councillors are kept informed of the current budgetary position for both General Fund Revenue and Capital.

**32 BCA/20/12 HOUSING REVENUE ACCOUNT (HRA) FINANCIAL MONITORING 2020/21 - QUARTER 2**

32.1 Report BCa/20/12 Housing Revenue Account (HRA) Financial Monitoring

2020/21 – Quarter 2 was introduced by the Cabinet Member for Finance.

- 32.2 Councillor Ward moved the recommendations in the report and this was seconded by Councillor Osborne.
- 32.3 Following a question from Councillor Arthey regarding paragraph 6.8 of the report, the Corporate Manager for Finance and Commissioning and Procurement advised that the details relating to agency costs for responsive repairs and maintenance would be provided to Cabinet Members outside of the meeting.
- 32.4 Councillor Busby queried the number of Council owned homes compared to previous numbers. The Cabinet Member for Housing confirmed that these figures had increased and that a new HRA Business Case would be presented to Cabinet with details of future plans.
- 32.5 The Assistant Director for Housing responded to Councillors Holts' questions on issues including the costs of building services, and the current timescales for carrying out responsive repairs and planned maintenance.
- 32.6 Councillor Arthey queried the housing stock numbers detailed in the business plan. The Assistant Director for Housing confirmed that he would provide Members with the figures relating to housing stock for the previous 10 years.
- 32.7 Councillor Osborne requested that a ringfenced amount for mobile CCTV cameras be included in the HRA budget.

By a unanimous vote

**It was RESOLVED:**

**That the Council's financial position at the end of quarter 2 was noted by Cabinet.**

**Reason for Decision:** To ensure that Members are kept informed of the current budgetary position for both HRA and Capital Budgets.

### **33 BCA/20/13 QUARTER 2 PERFORMANCE PRESENTATION**

- 33.1 The Cabinet Member for Customers, Digital Transformation and Improvement invited the Assistant Director for Customer Services to present item BCa/20/13 Quarter 2 Performance Presentation.
- 33.2 The Assistant Director for Customer Services provided Members with a presentation of the Council's performance during quarter 2.
- 33.3 Following a query from Councillor Busby, Councillor Holt confirmed the current position regarding the Phillips site.
- 33.4 The item was noted.

## **34 BCA/20/14 ICT STRATEGY**

- 34.1 The Cabinet Member for Customers, Digital Transformation and Improvement introduced report BCa/20/14 ICT Strategy which was presented to Full Council at the Council Meeting held on 24 November 2020.
- 34.2 The recommendations in the report were moved by Councillor Parker and seconded by Councillor Ward.
- 34.3 The Corporate Manager for ICT responded to questions from Councillor Ward regarding providers of tool sets.
- 34.4 Councillor Holt raised a question regarding the hardware currently in use and whether there were any plans to replace existing equipment. The Corporate Manager for ICT advised that equipment would continue to be replaced when needed.

By a unanimous vote

**It was RESOLVED:**

- 1.1 That the ICT Strategy attached as Appendix A to the report was approved by Cabinet.**
- 1.2 That delegated authority be given to the Assistant Director for Customers, Digital Transformation and Improvement in consultation with the Cabinet Member to make future minor amendments and updates to the ICT Strategy.**

**Reason for Decision:**

To ensure that the Councils', through their adoption of the ICT Strategy:

- Endorses a set of principles by which ICT decisions are undertaken
- Remain flexible by using the most appropriate technologies in the delivery of their business
- Leverages value from their existing technology estate It is our intention to review this within 3 years and that future iterations of the ICT strategy will be combined with the Customer Strategy to create one holistic and cogent view.

## **35 BCA/20/15 COMMUNITY INFRASTRUCTURE LEVY (CIL) - CIL EXPENDITURE PROGRAMME DECEMBER 2020**

- 35.1 The Cabinet Member for Planning introduced the report and provided Members with an overview of the Bids detailed in the report.
- 35.2 Councillor Arthey moved the recommendations in the report. This was seconded by Councillor Davis.

- 35.3 Councillor Jan Osborne declared a local non-pecuniary interest in respect of Bids 20-04 Tenterpiece Sheltered Accommodation and 20-11 CCTV Arrangements in Sudbury and Hadleigh.
- 35.4 In response to a question from Councillor Busby regarding Bid 20-05 in Lavenham, Councillor Arthey provided confirmation of the works to be carried out and the ownership of the facilities.
- 35.5 Councillor Davis commented on the benefits of the CIL Expenditure Programme and thanked the team for their hard work.
- 35.6 Councillor enquired whether there were any conditions attached to Bid 20-05 in Lavenham regarding ownership. Councillor Arthey confirmed that there were no conditions.
- 35.7 Councillor McCraw advised Members that the existing CIL Expenditure Framework is regularly reviewed by the Overview and Scrutiny Committee.
- 35.8 Councillor Osborne commented on the bids in Sudbury and expressed her support for the bids.
- 35.9 Councillor Holt requested clarification whether mobile cameras would be included in Bid 20-11, CCTV arrangements in Sudbury and Hadleigh. Councillor Arthey advised that confirmation would be provided outside of the meeting.

By a unanimous vote

**It was RESOLVED:**

- 1.1 That the CIL Expenditure Programme (December 2020) and accompanying technical assessment of the CIL Bids – B20-11, B20-05, B19-18, B20-04 (forming Appendices, A and B of the report) be approved. This includes decisions on valid Bids approved and noted by Cabinet as follows: -**

**Decision for Cabinet to make: Strategic Infrastructure Fund and Ringfenced Infrastructure funds (Hadleigh only)**

CIL Bid, Location and Infrastructure Proposed	Amount of CIL Bid and total cost of the Infrastructure	Cabinet Decision

B20-11 SUDBURY AND HADLEIGH  CCTV Arrangements for Sudbury and Hadleigh	Amount of CIL Bid £183,000.00  Total costs £183,000.00	Recommendation to Cabinet to approve CIL Bid B20-11 for £2,642.44 from Ringfenced funds for Hadleigh and £180,357.56 from the Strategic Infrastructure Fund
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**Decision for Cabinet to make: Ringfenced funds (Lavenham only) and Local Infrastructure Fund**

<b>CIL Bid, Location and Infrastructure Proposed</b>	<b>Amount of CIL Bid and total cost of the Infrastructure</b>	<b>Cabinet Decision</b>
B20-05 LAVENHAM  Replacement of existing toilets with new toilets, re-engineering of Prentice Street Car Park including EV Charging points	Amount of CIL Bid £109,000.00  Total costs £143,000.00	Recommendation to Cabinet to approve CIL Bid B20-06 for £54,752.06 from Ringfenced funds for Lavenham and £54,247.94 from the Local Infrastructure Fund

**Decision for Cabinet to make: Local Infrastructure Fund**

<b>CIL Bid, Location and Infrastructure Proposed</b>	<b>Amount of CIL Bid and total cost of the Infrastructure</b>	<b>Cabinet Decision</b>
B20-04 LAVENHAM  Tenter Piece Sheltered Accommodation	Amount of CIL Bid £36,054.00  Total costs £48,072.00	Recommendation to Cabinet to approve CIL Bid B20-04 for £36,054.00 from the Local Infrastructure Fund



## Decisions for Cabinet to note: Local Infrastructure Fund

<b>CIL Bid, Location and Infrastructure Proposed</b>	<b>Amount of CIL Bid and total cost of the Infrastructure</b>	<b>Cabinet Decision</b>
B19 -18 HINTLESHAM and CHATTISHAM	Amount of CIL Bid £ 9,920.83	Recommendation to Cabinet to note delegated decision on CIL Bid B19-18 for £9,920.63 from Local Infrastructure Fund
Play area improvement scheme – Hintlesham Playing Fields	Total costs £39,420.83	

- 1.2 That Cabinet note and endorse the CIL Expenditure Programme which included the position in respect of approved CIL Bids from Rounds 1, 2, 3, 4, and 5 (Appendix A Section B of the report) together with details of emerging infrastructure /CIL Bids (Appendix A Section C of the report).**

**Reason for Decision:** Community Infrastructure Levy (CIL) monies have been collected since the implementation of CIL on the 11<sup>th</sup> April 2016. The CIL Expenditure Framework originally adopted in April 2018 and reviewed with amendments adopted on the 18<sup>th</sup> March 2019 and with further amendments on the 20<sup>th</sup> April 2020 requires the production of a CIL Expenditure Programme for each District which contains decisions for Cabinet to make or note on CIL Bids for CIL expenditure. These decisions relating to the expenditure of CIL monies form one of the ways in which necessary infrastructure supporting growth is delivered.

### 36 BCA/20/16 ABBEYCROFT FINANCIAL SUPPORT 2020/21

- 36.1 The Cabinet Member for Communities introduced the report and provided details of the proposals recommended.
- 36.2 Councillor Davis moved the recommendations in the report. Councillor Osborne seconded the recommendations.
- 36.3 In response to a question from Councillor Malvisi, the Assistant Director for Environment and Commercial Partnerships provided clarification of the grant and loan amounts.
- 36.4 Councillor Holt expressed concern over the amount of funding being proposed by the report.

36.5 Members debated the recommendations in the report on issues including: the importance of leisure facilities, the amount of funding, and the effects of the Covid-19 pandemic on businesses.

By 7 votes for and 1 against

**It was RESOLVED:**

**1.1 The business case to create a £150,000 loan facility for Abbeycroft Leisure, as set out in section 9 of this report was agreed by Cabinet.**

**1.2 The business case to provide a £270,000 grant for Abbeycroft Leisure, as set out in section 9 of this report was agreed by Cabinet.**

**1.3 That delegated authority was given to the Council's Section 151 Officer, in consultation with the Cabinet Members for Finance and Communities, and the Assistant Director for Environment & Commercial Partnerships, to agree the final details of the loan and enter into a loan agreement(s) with Abbeycroft Leisure.**

**Reason for Decision:** The financial situation that Abberycroft Leisure find themselves in due to the impact of Covid-19 means that they will be unable to survive without Babergh District Council intervention and support. If this were to happen the Council would be in a position of having to take responsibility for service provision

**37 EXCLUSION OF THE PUBLIC (WHICH TERM INCLUDES THE PRESS)**

Members agreed not to exclude the public.

**38 BCA/20/16 ABBEYCROFT FINANCIAL SUPPORT 2020/21**

As Members agreed not to exclude the public this item was not applicable.

The business of the meeting was concluded at 4.26 pm.

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Chair

# Agenda Item 8

## BABERGH DISTRICT COUNCIL

<b>TO:</b> Cabinet	<b>REPORT NUMBER:</b> BCa/20/18
<b>FROM:</b> Leader of the Council	<b>DATE OF MEETING:</b> 7 January 2021
<b>OFFICER:</b> Emily Yule – Monitoring Officer	<b>KEY DECISION REF NO.</b> CAB247

### INTER AUTHORITY AGREEMENT BETWEEN BABERGH DISTRICT COUNCIL AND MID SUFFOLK DISTRICT COUNCIL

#### 1. PURPOSE OF REPORT

- 1.1 The purpose of this report is to gain the Cabinets' approval of the revised Inter Authority Agreement at Appendix A.

#### 2. OPTIONS CONSIDERED

- 2.1 Option 1 – do nothing

This option is not appropriate as the Inter Authority Agreement needs to be updated to reflect the changes that have occurred since the first agreement was signed in 2012.

- 2.2 Option 2 – Update the Inter Authority Agreement

This is the preferred option as the current agreement is fit for purpose and has operated effectively but needs some updating to reflect the current situation. This option provides continuity while bringing the agreement up to date.

- 2.3 Option 3 – Implement an alternative form of agreement

The form of Inter Authority Agreement the authorities already have in place, coupled with the s.113 agreement for the sharing of staff is the most appropriate vehicle for their shared working arrangements. An alternative form of agreement is not necessary.

#### 3. RECOMMENDATIONS

- 3.1 That the revised Inter Authority Agreement be approved and that the Leader be authorised to sign the agreement on behalf of the Council.

#### REASON FOR DECISION

To ensure that appropriate and accurate governance is in place to facilitate the ongoing joint working between Babergh District Council and Mid Suffolk District Council.

#### 4. KEY INFORMATION

- 4.1 In January 2012 Babergh District Council and Mid Suffolk District Council entered into an Inter Authority Agreement (hereafter “the first agreement”) to create a shared working partnership between the two authorities and a single joint workforce, under s.113 of the Local Government Act 1972. The first agreement was principally concerned with creating a framework for the integration of the councils and putting in place arrangements for managing and monitoring the transition.
- 4.2 Nine years on, the first agreement requires revision to reflect the current form of the Councils and to change the emphasis from transition to the ongoing joint working of the authorities. Since 2012, the Councils have changed their governance model – adopting the Leader-Cabinet form of governance in 2017 – and have undergone an Electoral Review which resulted in a reduction in the number of Councillors at both Councils. Furthermore, since 2012 the Councils have endeavoured to achieve alignment in all major policies, strategic plans and in the Constitutions. A few areas of difference remain reflecting each Council’s sovereignty.
- 4.3 The revised Inter Authority Agreement contains the following key amendments:
- Removal of references to the Joint Member Integration Board and replace with Cabinet,
  - Insertion of General Data Protection Regulation / Data Protection Act 2018 provisions,
  - Updated preamble,
  - Provision for the 1st agreement to terminate at the commencement of the revised agreement,
  - Requirement for annual review to be undertaken by the statutory officers (Head of Paid Service, s.151 Officer and Monitoring Officer) and any amendments to be agreed by the Cabinets,
  - Requirement for the share of costs between the Councils to be reviewed and agreed by the s.151 Officer in consultation with Cabinet Members for Finance and the Leaders,
  - Replacement of provisions for integration of staff and transition arrangements with details of the s.113 agreement for single workforce,
  - Insertion of provisions for aligned and simultaneous Cabinet meetings,
  - Removal of transition costs and premises clauses,
  - Insertion of clause on enquiries, hearings, proceedings and investigations.
- 4.4 This revised Inter Authority Agreement, therefore, makes no fundamental change to the principles of shared working agreed by the Councils in 2012. However, this revised version makes important adjustments to bring the agreement up to date in terms of new legislation, the revised governance of the Councils and to reflect the ongoing successful joint working of the authorities.

## **5. LINKS TO CORPORATE PLAN**

5.1 The ongoing shared working between the authorities supports the delivery of the Joint Strategic Plan and the Corporate Priorities.

## **6. FINANCIAL IMPLICATIONS**

6.1 The Inter Authority Agreement is design to ensure that each Council only bears the financial burden relevant to work delivered in its district; so that, as required by law, there is no cross subsidy of services from Babergh to Mid Suffolk or vice versa.

6.2 The reconciliation of such costs of services will be carried out each year in accordance with Clause 6 of the Agreement. There are therefore no direct financial implications of adopting the updated Inter Authority Agreement.

## **7. LEGAL IMPLICATIONS**

7.1 The Councils have a formal agreement under s.113 Local Government Act 1972 to make their workforces available to one another and to adopt harmonised terms and conditions. This Inter Authority Agreement further reinforces the shared operating arrangements between the two Councils and updates the provisions to address current legislation.

## **8. RISK MANAGEMENT**

8.1 Key risks are set out below:

Risk Description	Likelihood	Impact	Mitigation Measures
That either Council is subject to legal challenge due to not having appropriate shared working arrangements in place.	1 – Unlikely	3 – Bad	Revise the Inter Authority Agreement and review annually thereafter.  Any recommended changes to the terms of the Agreement shall only be made by both Local Authority Cabinets and shall be recorded in writing and signed by both Leaders of the Local Authorities.

## **9. CONSULTATIONS**

9.1 No formal consultation is required for the purposes of this report.

## **10. EQUALITY ANALYSIS**

10.1 An equality impact assessment is not required for the purposes of this report.

**11. ENVIRONMENTAL IMPLICATIONS**

11.1 There are no environmental implications arising from this report.

**12. APPENDICES**

Title	Location
(a) Revised Inter Authority Agreement	Attached
(b) First Inter Authority Agreement	Attached

**13. BACKGROUND DOCUMENTS**

13.1 None

BABERGH DISTRICT COUNCIL

AND

MID SUFFOLK DISTRICT COUNCIL

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2<sup>nd</sup> Inter Authority Agreement

FOR THE INTEGRATION OF COUNCIL STAFF AND SERVICES

THIS AGREEMENT is made the                      day of                      2021

BETWEEN

- (1) BABERGH DISTRICT COUNCIL of Endeavour House, Ipswich
  - (2) MID SUFFOLK DISTRICT COUNCIL of Endeavour House, Ipswich
- (Together “the Local Authorities”)

WHEREAS

- (A) The Local Authorities entered into an Inter Authority Agreement on 18<sup>th</sup> January 2012 to integrate the management, staffing structures and services of the respective Authorities in the best interests of both Local Authorities and their communities in terms of economy, efficiency and effectiveness (the First Inter Authority Agreement).
- (B) Since 2011, the Local Authorities have answered the challenges facing local government by developing a new way of delivering council services; ‘Working Together’. Since that time in excess of £13m cumulative savings have been achieved by delivering services with a joint Chief Executive and a fully integrated staff structure.
- (C) The Local Authorities have delivered all the intentions of the First Inter Authority Agreement and continue to further integrate delivery of services.
- (D) In 2017 both Local Authorities adopted the Leader and Cabinet model of Executive governance in accordance with the Local Government Act 2000. Following an electoral review and District Council elections in May 2019, both Local Authorities are now represented by fewer Councillors: 32 for Babergh District Council and 34 for Mid Suffolk District Council. The partnership governance framework adopted in the first Inter Authority Agreement therefore requires revision. This second Inter Authority Agreement wholly replaces the first Inter Authority Agreement.
- (E) In 2018 the Local Authorities developed a draft business case and undertook a public consultation with regard to the dissolution of both Local Authorities and creation of a new district council. This draft business case included a draft memorandum of understanding as to how the Local Authorities would work together towards this aim. This work was then paused during 2018 and forms no part of this Agreement. The draft principles for further collaboration, alignment and desire to strengthen future working together have however informed this Agreement.
- (F) It remains a principle of this Agreement that the Local Authorities work in partnership to achieve their aims and objectives on the basis of mutual benefit and contribution.



IT IS HEREBY agreed as follows –

## 1. INTERPRETATION

- a. In this Agreement unless the context otherwise requires the following expressions have the following meanings –

“Agreement” means this agreement being the second inter authority agreement and comprising the terms and conditions together with the Schedules attached hereto

“Assets” means any property (excluding real property) jointly acquired by the Local Authorities

“Chief Executive” means the joint head of paid service for the Local Authorities

“Commencement Date” means the date of which this Agreement is executed by the Local Authorities

“Data Protection Laws” means the General Data Protection Regulation and the Data Protection Act 2018 and any secondary legislation arising from them

“Dispute” is as defined in Clause 15

“EIR” means the Environment Information Regulations 2004

“FoIA” means the Freedom of Information Act 2000

“Local Authorities” means Babergh District Council and Mid Suffolk District Council

“Loss” includes any loss and liability directly suffered by the Local Authorities together or by any one Local Authority with any damage, expense, liability or costs reasonably incurred in contesting any claim to liability and quantifying such loss and liability

“Members” means the elected councillors of the Local Authorities, and “Member”, shall mean a member of either Local Authority as the context provides

“Monitoring Officer” means the officer designated by the Local Authorities as its monitoring officer pursuant to section 5 of the Local Government and Housing Act 1989

“Officers” mean the Local Authorities’ staff

“Section 151 Officer” has the meaning ascribed to it in the Local Government Act 1972

“Working Day” means any day on which the Local Authorities’ offices are normally open for business

- b. Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- c. Words importing the singular include the plural words; importing and gender include every gender; importing persons include bodies corporate and unincorporated; and (in each case) vice versa.
- d. Reference to Clauses and Schedules are references to clauses and schedules of this Agreement and any reference to a sub provision is unless otherwise stated a reference to a sub provision in which the reference appears.
- e. The Clause and Paragraph headings and titles appearing in this Agreement are for reference only and shall not affect its construction or interpretation.

## 2. TERM

2.1 This Agreement shall come into effect on the Commencement Date and shall continue in force until the date it is terminated in accordance with clause 12.2.

2.2 The First Inter Authority Agreement shall terminate upon the date this Agreement shall come into effect.

## 3. GENERAL PRINCIPLES

3.1 This Agreement has been entered into by the Local Authorities to establish and effect provisions for management of joint staff and services and

to clarify the Local Authorities' responsibilities in respect thereof and to each other.

3.2 The Local Authorities will continue to work together in partnership and in an open, cooperative collaborative manner for the duration of this Agreement. The Local Authorities' members and officers will work together in order to secure the successful implementation of this Agreement and will respond in a timely manner to all relevant requests from the other Local Authority.

3.3 The Local Authorities commit to share data and knowledge relevant to this Agreement where appropriate and in accordance with their duties under the Data Protection Laws.

3.4 The Chief Executive, Monitoring Officer and Section 151 Officer shall review the terms of this Agreement annually. Any recommended changes to the terms of the Agreement shall only be made by both Local Authority Cabinets and shall be recorded in writing and signed by both Leaders of the Local Authorities. Changes shall take effect upon signing and continue in force until termination or any further changes agreed in accordance with this Clause or other part of this Agreement.

#### 4. STATUS OF AGREEMENT

4.1 The Local Authorities agree that this Agreement shall take the form of a legally binding relationship and all mutual commitments between them created by this Agreement shall from the Commencement Date be construed accordingly.

#### 5. AUTHORITIES' OBJECTIVES

5.1 The Local Authorities remain committed to continuing the integration of management, staff and services across the Local Authorities.

#### 6. COSTS AND EXPENSES

6.1 Neither Local Authority is permitted by this Agreement, or in law, to subsidise the activities of the other Local Authority.

6.2 Any exceptions to a principle of equal shares, based upon the reality of differential service delivery in each Authority, must be agreed by the Section 151 Officer in consultation with the Finance Cabinet Members and Leaders of both Authorities.

6.3 The Section 151 Officer will review the Authorities' share of costs and savings on an annual basis.

6.4 Any equalisation or re-balancing payments shall be made within 28 days of being agreed and signed off by the Section 151 officer in consultation with the Finance Cabinet Members and Leaders of the Local Authorities.

## 7. SINGLE JOINT WORKFORCE

7.1 All Officers employed by one Local Authority are permanently available to the other in accordance with the provisions of s.113 of the Local Government Act 1972 under harmonised terms and conditions of employment. Officers will report to each Local Authority as and when required and shall comply with the policies and procedures of that Local Authority even if that Local Authority is not their employing Local Authority.

## 8. POLICIES, PROCEDURES, PROTOCOLS AND MEETINGS

8.1 The Local Authorities agree to align policies and procedures as far as is practicable.

8.2 In developing new policies, the Local Authorities agree to consult one another and to develop an agreed policy to be adopted by both Local Authorities wherever possible.

8.3 The Local Authorities will adopt aligned, joint and simultaneous committee system arrangements, including for Cabinet meetings, wherever possible.

## 9. MAJOR PROJECTS AND CONTRACTS

9.1 The Local Authorities agree to notify one another of any:

9.1.1 projects; expenditure

9.1.2 and/or liabilities

9.1.3 with a value in excess of £50,000.

9.2 The Local Authorities agree to jointly commission such projects wherever possible.

## 10. MEMBER AND OFFICER LIABILITY

### 10.1 Member and Officer liability

10.1.1 When working as a Member of a Joint Committee, the Members shall be deemed to be working on behalf of the Local Authority to which they are elected even where the particular matter under consideration relates to or also relates to the other Local Authority.

10.1.2 When working on any matter Officers shall be and made available and work on behalf of the non-employing Local Authority in accordance with the provisions of Section 113 of the Local Government Act 1972 as though it were their employing Local Authority.

10.1.3 In consequence of the above, both Members and Officers shall be treated as falling within the statutory immunity provided by Section 265 of the Public Health Act 1875 as amended, in respect of their actions or omissions.

### 10.2 Losses to each Authority

10.2.1 Neither Local Authority shall have any liability to the other Local Authority unless specifically provided for under this Agreement in respect of any loss which that other Local Authority may suffer as a consequence of any action or omission by any Officer or Member.

## 11. INSURANCE

11.1 Each Local Authority shall obtain and maintain throughout the term of this Agreement insurance sufficient to cover all of their obligations under this Agreement. Each Local Authority shall indemnify the other against loss sustained as a result of a breach of this Agreement.

## 12. WITHDRAWAL AND CONSEQUENCES

12.1 Where one Local Authority ("the Withdrawing Authority") wishes to withdraw from this Agreement: -

12.1.1 Subject to the remaining provisions of this Clause the obligations of the Withdrawing Authority under this Agreement shall cease on such withdrawal.

12.1.2 This Agreement shall continue in force in respect of any financial liabilities which have arisen out of the performance of this Agreement up to the date of the Withdrawing Authority's withdrawal.

12.1.3 The Withdrawing Authority shall not be entitled to a reimbursement of any costs incurred by it or contributions made prior to the date of withdrawal other than in accordance with Clause 6 of this Agreement.

12.1.4 The Withdrawing Authority shall become immediately liable to pay any sums due from it to the other Local Authority under this Agreement.

12.1.5 The Disputes Procedure set out in Clause 20 of this Agreement shall remain in force in respect of any of the matters arising from the performance of or withdrawal of a Local Authority under this Agreement.

12.2 A Withdrawing Authority shall give at least twelve months written notice to the other Local Authority, such notice to take effect on 31 March in any year.

12.3 A Withdrawing Authority exercising their right to withdraw under Clause 12.2 above shall indemnify the other Local Authority for all and any Loss suffered by them as a consequence of the withdrawal of the Withdrawing Authority.

### 13. PREMISES

13.1 The Local Authorities share a principal place of work and headquarters at Endeavour House, Ipswich, which is jointly leased from Suffolk County Council.

13.2 The Local Authorities agree that they will continue to make premises available in accordance with the requirements of this Agreement in order to efficiently deliver services to both Local Authorities.

### 14. ASSETS AND INTELLECTUAL PROPERTY

14.1 All Assets and intellectual property and material created under this Agreement shall be owned jointly by the Local Authorities and shall be available equally to each Local Authority subject to any terms with third parties under which the intellectual property and material was commissioned. The Local Authorities shall use their best endeavours to reflect the intention of the Local Authorities to jointly own these items in any terms used when commissioning third party work under this Agreement.

14.2 Each Local Authority warrants that any intellectual property created by its Officers for the purposes of this Agreement will not infringe any third party's intellectual property rights.

14.3 Each Local Authority shall indemnify the other Local Authority against any Loss arising out of any dispute or proceedings brought by a third-party alleging infringement of its intellectual property rights by use of the first Local Authority's Intellectual property for the purpose of this Agreement.

14.4 Each Local Authority hereby authorises the other Local Authority to use its logo on documents and signage for such period as this Agreement remains in force save that this provision shall not apply after a Local Authority has withdrawn.

## 15. RESOLUTION OF BREACHES AND DISPUTES

15.1 In the event of a dispute concerning the construction or effect of this Agreement or that a Local Authority has failed to comply with any obligation under this Agreement the matter will be raised with the Monitoring Officer unless the matter concerns the Monitoring Officer in which case the matter will be raised with the Chief Executive.

15.2 If the matter cannot be resolved to the satisfaction of the Local Authorities by the Monitoring Officer (or Chief Executive) within 14 days the matter will be referred to an independent arbitrator from a professional body appropriate to the matter in dispute.

15.4 The arbitrator shall be appointed with the agreement of the Local Authorities or in the event that agreement cannot be reached, by the President or chief officer of the appropriate profession.

15.5 For the avoidance of doubt this Clause remains in place after the termination of this Agreement to confer powers on the Local Authorities to resolve matters in dispute.

## 16. VARIATION

16.1 The Local Authorities may vary the terms of this Agreement from time to time, such variations to be agreed by the Local Authorities' Cabinets and recorded in writing, signed and appended to this Agreement.

## 17. CONFIDENTIAL INFORMATION AND PUBLICITY

17.1 The Local Authorities shall at all times use their reasonable endeavours to keep confidential (and to procure that their respective employees, agents, consultants and sub-contractors shall keep confidential) all Confidential

Information concerning the business and affairs of the other Local Authority which may now or at any time hereafter be in its possession and shall not disclose it except with the consent of the other Local Authority, such consent not to be unreasonably withheld.

17.2 For the purpose of this Agreement “Confidential Information” means any information imparted to any Local Authority or their employees, agents, consultants and sub-contractors (“the Receiving Party”) which was imparted to the Receiving Party on the basis that it is to be kept confidential or would by its nature normally be regarded as being confidential or which to the knowledge of the Receiving Party was obtained by the other Local Authority on the basis that it was to be kept confidential or is of commercial value but shall not include any information which is for the time being in the public domain otherwise than by reason of its wrongful disclosure by the Receiving Party.

17.3 This Clause 17 shall continue without limit and shall survive the termination of this Agreement.

17.4 This Clause 17 shall not prevent the disclosure of any Confidential Information relating to any matters under this Agreement which are reasonably disclosed for furtherance of or the promotion of such matters provided that the Local Authority or person disclosing the information takes all steps that are commercially practicable to preserve the confidentiality of the information and shall not prevent the disclosure of any Confidential Information where required by law.

17.5 Neither Local Authority shall issue any media release publicity concerning or affecting matters under this Agreement unless previously agreed in advance with the other Local Authority at Strategic Director level or above.

17.6 Subject to clause 17.7 any formal statements or communications to Officers and/or Members concerning matters under this Agreement shall be agreed between the Local Authorities in advance, agreement to be sought at Strategic Director level or above.

17.7 Clause 17.6 does not apply to the circulation of minutes, the routine reporting of decisions or requests for information or action to be taken.

## 18. COMPLIANCE WITH LAWS

18.1 The Local Authorities shall at all times comply with all laws including but not limited to the Data Protection Laws, the Health and Safety at Work, etc Act 1974 and the Equality Act 2010 and will, where appropriate maintain a valid and up to date registration or notification under such laws.



18.2 Each Local Authority shall indemnify and keep indemnified the other Local Authority against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by the other Local Authority in respect of any breach of this Clause by the Local Authority and/or any act or omission of any sub-contractor.

18.3 Each Local Authority shall grant to the other Local Authority the right of reasonable access to all records of Personal Data relevant to matters under this Agreement, as defined and as permitted in the Data Protection Laws and shall provide assistance at all times to ensure the quality and security of data collected.

## 19. FREEDOM OF INFORMATION

19.1 Each Local Authority acknowledges that the other Local Authority is subject to the requirements of the FoIA and the EIR and each Local Authority shall where reasonable assist and cooperate with the other Local Authority (at their own expense) to enable the other Local Authority to comply with these information disclosure obligations.

19.2 Where a Local Authority receives a request for information under either the FoIA or the EIR in relation to information which it is holding on behalf of the other Local Authority in relation to matters under this Agreement, it shall;

19.2.1 transfer the request for information to the other Local Authority as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;

19.2.2 provide the other Local Authority with a copy of all information in its possession or power in the form that the Local Authority requires within ten Working Days (or such longer period as the Local Authority may specify) of the Local Authority requesting that information; and

19.2.3 provide all necessary assistance as reasonably requested by the other Local Authority to enable that Local Authority to respond to a request for information within the time for compliance set out in the FoIA or the EIR.

19.3 Where a Local Authority receives a request under FoIA or EIR which relates to matters under this Agreement it shall notify the other Local Authority and afford them an opportunity to make any comments or representations in respect of the information sought. The other Local Authority shall respond within five working days or receipt of this notification. The Local Authority responding to the request shall take into account any such comments or

representations in so doing and shall not respond to the request until the five-day response period referred to above has passed.

## 20. ENQUIRIES, HEARINGS, PROCEEDINGS AND INVESTIGATIONS

20.1 The Local Authorities shall co-operate fully with and at all hearings, proceedings, enquiries and investigations relating to the provision of the services and shall permit access to each Local Authority's records for this purpose. Each Local Authority shall permit and ensure the full co-operation of his Officers in any hearing, proceedings, enquiry or investigation.

20.2 The Local Authorities shall co-operate fully with:

20.2.1 any investigation by a Local Commissioner following a complaint by or on behalf of a member of the public in accordance with the provisions of s.26 Local Government Act 1974, and

20.2.2 all enquiries and investigations initiated by the other Local Authority's internal or external auditors.

## 21. CONFLICTS

21.1 If any situation arises where there is a potential or actual conflict of interest between the Local Authorities, the Chief Executive shall:

21.1.1 Draw such conflict to the notice of the Monitoring Officer in writing;

21.1.2 Remove themselves from all aspects of the decision-making process in relation to the situation;

21.1.3 Provide the Monitoring Officer with such resources as they require to ensure that the interests of each Local Authority are appropriately represented including taking independent professional advice or seeking independent third-party support if appropriate.

21.2 On receipt of notice under clause 21.1 the Monitoring Officer shall immediately:

21.2.1 Notify the Section 151 Officer of the circumstances of the conflict;

21.2.2 Ensure that Officers instructed to provide them with support are clearly informed that a conflict between the Local Authorities may or does exist and are notified to which Local Authority the Monitoring Officer is reporting; and

21.2.3 Ensure that Officers are not or might not be compromised in any way in performing their duties on behalf of either or both of the Local Authorities;

21.3 If it becomes apparent to the Monitoring Officer acting on receipt of a notice under clause 21.1 that the interests of a Local Authority or the position of any Officer supporting the Monitoring Officer will or might be compromised, the Monitoring Officer shall immediately make arrangements for independent professional advice or independent third-party support.

21.4 The Local Authorities shall ensure that procedures and safeguards are in place to identify such conflicts at an early stage.

21.5 The Local Authorities shall keep a written record of any such conflicts which have been identified and how such conflicts have been resolved.

## 22. SEVERANCE

22.1 If any condition, provision or Clause of this Agreement shall become or shall be declared by any court of competent jurisdiction to be void, invalid, illegal or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

## 23. ENTIRE AGREEMENT

23.1 This Agreement constitutes the entire agreement and understanding of the Local Authorities and supersedes any previous agreement between the Local Authorities relating to the subject matter of this Agreement.

## 24. WAIVER

24.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or waiver of other rights or remedies.

24.2 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

24.3 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent an Authority from subsequently requiring compliance with the waived obligation.

## 25. GENERAL

25.1 Nothing contained or implied herein shall prejudice or affect the Local Authorities' rights and powers duties and obligations in the exercise of their functions as Local Authorities and/or in any of the other capacity and all rights, powers, discretions, duties and obligations of the Local Authorities under all Laws may at all times be fully and effectually exercised as if the Local Authorities were not party to this Agreement and as if this Agreement had not been made.

25.2 The Local Authorities shall only represent themselves as being an agent, partner or employee of any other Local Authority to the extent specified by this Agreement and shall not hold themselves out as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of any other Local Authority except to the extent specified in the Agreement.

25.3 This Agreement shall be governed by and construed in accordance with English Law and shall be subject to the jurisdiction of the Courts of England.

25.4 This Agreement is personal to the Local Authorities and neither Local Authority shall assign transfer or purport to assign or transfer to any other persons any of its rights or sub-contract any of its obligations under this Agreement.

25.5 No person other than the Local Authorities shall be entitled to enforce any of its terms Under the Contracts (Rights of Third Parties) Act 1999.

25.6 Any notice required or permitted to be given by a Local Authority to the other Local Authority under this Agreement shall be in writing and addressed to the Leader of the other Local Authority at its principal office.

25.7 The Local Authorities shall at all times deal with one another and their respective rights and responsibilities in good faith including in respect of any disputes between them.

IN WITNESS hereof the parties hereto have executed this Agreement as a Deed the day and year

The Common Seal of Babergh District Council  
was affixed hereto in the presence of

The Common Seal of Mid Suffolk District Council  
was affixed hereto in the presence of

## Schedule 1

### Data Protection

- 1.1    The terms of this Clause prevail over all other conditions or terms of this Agreement, whether express or implied.
- 1.2    The terms of this Clause shall not be interpreted as allowing a Local Authority to do anything which it is precluded from doing by other contractual terms, apart from things which a Local Authority must do in order to comply with these terms.
- 1.3    Each Local Authority shall ensure that in carrying out their respective obligations under this Agreement it and its respective Officers:
  - 1.3.1    do not access or carry out any action to the other Local Authority's Data except in accordance with the terms of this Agreement or instructions given by that Local Authority.
  - 1.3.2    complies with any instruction given by the other Local Authority with respect to that Local Authority's Data.
  - 1.3.3    does not allow any of the other Local Authority's Data or any copy of it to leave EU without the that Local Authority's prior written permission.
  - 1.3.4    does not disclose any of the other Local Authority's Data to any other person without that Local Authority's prior written permission (this subparagraph does not prevent the first Local Authority from disclosing to its Officers and others who have a need to access the Data in order to perform the first Local Authority's obligations under this Agreement).
- 1.4    Where Officers of a Local Authority are accessing any of the other Local Authority's Data then they shall not be permitted to access it or share it with any other person except in accordance with instructions agreed by the other Local Authority and they shall keep a record of each time the Data is accessed and/or shared and shall ensure that passwords and telephone numbers are not disclosed to any other person (whether or not employed by either Local Authority).
- 1.5    The record maintained under Clause 1.4 above shall include the time, date and description of Data accessed and the reason for accessing the Data, and the record shall be produced to each Local Authority on request.
- 1.6    Where an item of equipment is able to access any of the Local Authorities' Data without Officers entering a security code or password (for example because the password is recorded on that Local Authority's equipment) then the Local Authorities shall ensure that this equipment is kept physically secure so as to comply with the Data Protection Laws.

- 1.7 Employees shall ensure that all passwords and security codes are kept securely.
- 1.8 Employees shall comply with any codes of practice or guidance issued by the Information Commissioner concerning security of data.
- 1.9 When any Party terminates its involvement in this Agreement (for whatever reason and this term shall survive the termination of the Agreement or any Parties' involvement in this Agreement), each Party shall within 14 days give the other Parties a list of all Data it possesses which has been disclosed to the first Party by another Party. Each Party shall destroy this data 14 days after the other Party has received the list unless before that time the other Party has served a notice on the first Party requiring it to deliver all or part of that data to the other Party as relevant.
- 1.10 If any Party serves a notice on another Party in accordance with Clause 7.9 then the other Party shall within 14 days of receipt hand over to the first Party the data specified in the notice (in such format as the first Party shall reasonably require) and destroy the rest of the data

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BABERGH DISTRICT COUNCIL

AND

MID SUFFOLK DISTRICT COUNCIL

---

Inter Authority Agreement

FOR THE INTEGRATION OF COUNCIL STAFF AND SERVICES

THIS AGREEMENT is made the 18<sup>th</sup> day of January 2012

**BETWEEN**

- (1) **BABERGH DISTRICT COUNCIL** of Corks Lane, Hadleigh, Ipswich, Suffolk, IP7 6SJ (BDC).
- (2) **MID SUFFOLK DISTRICT COUNCIL** of 131 High Street, Needham Market, Ipswich, Suffolk, IP6 8DL (MSDC)

**WHEREAS**

- (A) The Local Authorities have agreed to integrate the management and staffing structures and the services of their respective Authorities in the best interests of both Authorities and their communities in terms of economy, efficiency and effectiveness.
- (B) To facilitate this, the Local Authorities have formed a Joint Member Integration Board supported by a Joint Management Board, appointed a Joint Chief Executive and established a Joint Scrutiny Committee, and Joint Appointments, HR and IT Panels. The Local Authorities have agreed to appoint joint Strategic Directors and the Chief Executive is now creating a new integrated management structure and making the necessary appointments.
- (C) The Local Authorities have agreed to work in partnership to achieve their aims and objectives on the basis of mutual benefit and contribution.

**IT IS HEREBY** agreed as follows –

**1 INTERPRETATION**

1.1 In this Agreement unless the context otherwise requires the following expressions have the following meanings –

“**Agreement**” means this Agreement comprising the terms and conditions together with the Schedules and Appendices attached hereto

“**Assets**” means any property (excluding real property) jointly acquired by the Local Authorities.

“**Chief Executive**” means the joint head of paid service at the Local Authorities

“**Commencement Date**” means the date on which this Agreement is executed by the Local Authorities

“**Dispute**” is as defined in Clause 20

“**EIR**” means the Environmental Information Regulations 2004

“**FoIA**” means the Freedom of Information Act 2000

**"JAP"** means the Joint Appointments Panel set up to appoint staff to the new structure.

**"JMIB"** means the Joint Member Integration Board the terms of reference for which are at Schedule 1

**"JMB"** means the Joint Management Board the terms of reference for which are at Schedule 2

**"Local Authorities"** means Babergh District Council and Mid Suffolk District Council

**"Loss"** includes any loss and liability directly suffered by the Local Authorities together or by any one Authority with any damage, expense, liability or costs reasonably incurred in contesting any claim to liability and quantifying such loss and liability

**"Members"** means the members of the Authorities, and "Member", shall mean a member of either Authority as the context provides

**"Monitoring Officer"** means the officer designated by both of the Authorities as its monitoring officer pursuant to section 5 of the Local Government and Housing Act 1989

**"Officers"** means the Authorities' staff tasked with working on the Project either as part of the Core Team or otherwise and this definition shall include any officer authorised to act on behalf of a specific officer referred to in this Agreement.

**"Transition Costs"** means those costs specified in Clause 16

**"Section 151 Officer"** has the meaning ascribed to it in the Local Government Act 1972

**"Working Day"** means any day on which the Authorities' offices are normally open for business

- 1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted.
- 1.3 Words importing the singular include the plural words; importing any gender include every gender; importing persons include bodies corporate and unincorporated; and (in each case) vice versa.
- 1.4 Reference to Clauses and Schedules are references to clauses and schedules of this Agreement and any reference to a sub provision is unless otherwise stated a reference to a sub provision of the provision in which the reference appears.
- 1.5 The Clause and Paragraph headings and titles appearing in this Agreement are for reference only and shall not affect its construction or interpretation.

## 2 TERM

- 2.1 This Agreement shall come into effect on the Commencement Date and shall continue in force until the date it is terminated in accordance with clause 15.2.

### **3 GENERAL PRINCIPLES**

- 3.1 This Agreement has been entered into by the Local Authorities to establish and effect provisions for management of the integration of staff and services and to clarify the Local Authorities' responsibilities in respect thereof and to each other.
- 3.2 The Local Authorities will work together in partnership and in an open, co-operative and collaborative manner for the duration of this Agreement. The Local Authorities' members and officers will work together in order to endeavour to procure the successful implementation of this Agreement and will respond in a timely manner to all relevant requests from the other Authority.
- 3.3 Each of the Authorities hereby represents to the other that it has obtained all necessary consents sufficient to ensure any delegation of functions provided for by this Agreement for the purposes of this Agreement.
- 3.4 The Local Authorities commit to share data and knowledge relevant to this Agreement where appropriate and in accordance with their duties under the Data Protection Act 1998.
- 3.5 The Local Authorities shall review the terms of this Agreement at least annually, the first such review to take place before the 1 April 2012. Any changes to the terms shall only be made by unanimous agreement between the officers on the JMB or by a resolution of the appropriate Committee or Full Council of each of the Authorities and shall be recorded in writing and signed by both Authorities. Changes shall take effect upon signing and continue in force until termination or any further changes agreed in accordance with this Clause or other part of this Agreement.
- 3.6 The Local Authorities agree that they will formulate a mechanism to recompense an individual Authority from being adversely affected by Transition Costs, implementation costs and ongoing costs of this Agreement. The agreed mechanism is included at Clauses 7 and 16 of this Agreement.

### **4 STATUS OF THE AGREEMENT**

- 4.1 The Local Authorities agree that this Agreement shall take the form of a legally binding relationship and all mutual commitments between them created by this Agreement shall from the date hereof be construed accordingly.

### **5 AUTHORITIES' OBJECTIVES**

- 5.1 The Local Authorities are committed to continue the integration of management, staff and services across the two Authorities during 2011/12 and beyond.

### **6 GOVERNANCE ARRANGEMENTS**

- 6.1 The Local Authorities have set up the JMIB to provide member level governance under this Agreement. The membership and terms of reference for this Board are at Schedule 1 of this Agreement.

- 6.2 There is an officer group leading and providing senior management to the Local Authorities and providing support and guidance to the JMIB which is known as the Joint Management Board (JMB). The membership and terms of reference for the JMB are at Schedule 2 of this Agreement. The JMB has no powers of decision making beyond the authority delegated by the Local Authorities to the individual officers.
- 6.3 The JMB makes reports and recommendations to the JMIB who in turn provide guidance to the JMB. The JMIB has been established by and reports to the individual Authorities.
- 6.4 The Joint Scrutiny Committee has been established to scrutinise and support the work of the JMIB.
- 6.5 The Local Authorities may by agreement formalise the governance arrangements by forming a Joint Committee in accordance with section 101(5) of the Local Government Act 1972. This will replace the JMIB.
- 6.6 The Joint Committee (if established) will have the same membership and terms of reference as the JMIB or as amended by the Local Authorities.

## **7 COSTS AND EXPENSES**

- 7.1 The Local Authorities agree that the principle upon which costs and savings shall be apportioned shall be that each Authority bears an equal share. Any exception to this principle must be agreed by either the JMB or a Strategic Director and approved by each Section 151 Officer.
- 7.2 Those items of expenditure listed in Schedule 3 of this Agreement shall be considered to be legitimate costs for the purposes of this Clause.
- 7.3 A record shall be kept by each Authority's Section 151 Officer of all legitimate expenditure. At least annually on a date to be agreed or in default of agreement on 30 April each year the Section 151 Officers shall consider the expenditure and if one Authority has incurred greater costs than the other, an equalisation payment shall be agreed so that neither Authority shall bear an unequal proportion.
- 7.4 Any agreed equalisation payment shall be made within 28 days of being agreed and signed off by the Section 151 officers.

## **8 OFFICER SUPPORT TO THE PROJECT AND USE OF CONSULTANTS**

- 8.1 Lead officers have been appointed for all pieces of work affecting the Local Authorities to avoid duplication. Lead officer roles and work will be distributed broadly equally between the Local Authorities.
- 8.2 Officer training events and associated costs will be shared wherever possible.
- 8.3 Use of external consultants or the outsourcing of any work in relation to the Project delivery must be approved in advance either by the JMB the Chief Executive or by both Local Authorities at Strategic Director level.

## 9 AUTHORITY SUPPORT FOR THIS AGREEMENT

- 9.1 Each Authority shall be responsible for ensuring that its Authority provides the support necessary to secure the effective advancement of this Agreement. In this context, "support" shall include the involvement and time of capable officers, the provision of information and the prompt consideration of matters referred to his/her Authority for determination.

## 10 INTEGRATION OF STAFF

- 10.1 The Local Authorities will not advertise staffing vacancies/new posts without prior agreement with the JMB. Vacant posts must be referred to the appropriate Joint Management Team member to determine whether the post may be filled.
- 10.2 All vacancies arising in either Authority will be advertised in both Authorities prior to external advertisement.
- 10.3 Each Authority will seek to assist the other Authority by making appropriate staff available during staffing shortages, absences etc in order to facilitate joint working and efficiency.
- 10.4 Appointments to the new overall staffing structure will be completed in accordance with an agreed timetable. The Local Authorities will seek to align employee terms and conditions so far as is practicable and lawful.
- 10.5 Consultation with staff on proposals for integration of the service in which they are employed will continue in each Authority and so far as possible the Authorities will utilise the same consultation information. Each Authority will be responsible for engaging with its own HR representative and consulting their own staff and trades union representatives. Wherever possible opportunities will be utilised for joint staff briefings and trades unions will be invited to attend.
- 10.6 Pending integration of services any staff which may be seconded from BDC to MSDC or vice versa will be deemed to be an employee of the other Authority whilst undertaking work for that Authority and must abide by the policies and procedures of the other Authority whilst working for that Authority. The agreement of staff members to be so seconded whilst formal integration is being developed must be secured and a standard form secondment agreement will be developed and used by both Authorities.
- 10.7 Staff employed by one Authority may be made available to the other under s113 of the Local Government Act 1972. Such staff will report to the Authority to whom they are made so available and shall comply with the policies and procedures of that Authority as though they were an employee of that Authority throughout the period in which they are covered by the arrangements made under s113.
- 10.8 Any additional mileage is to be claimed by seconded staff from their employing Authority at the employing Authority's rate.
- 10.9 The Local Authorities agree not to review their employees' terms and conditions of employment without consultation with the other Authority (including posts and titles).
- 10.10 A staff at risk register will be established for each service area within each Authority and the Authorities agree to share their at risk registers with one another and work

towards the establishment of a joint staff at risk register subject always to complying with their individual duties as an employer.

- 10.11 Where an 80% fit for role is established for an identified at risk employee, then the Local Authorities agree that consideration must be given to that employee for vacant posts which are to be filled.

## **11 POLICIES, PROCEDURES, PROTOCOLS AND MEETINGS**

- 11.1 The Local Authorities agree to align policies and procedures as far as is practicable.
- 11.2 In developing new policies, the Local Authorities agree to consult one another and to develop a single agreed policy to be adopted by both Authorities wherever possible.
- 11.3 The Local Authorities will develop and utilise an aligned template for Committee reports.
- 11.4 A list of agreed protocols is attached at Schedule 4, such list to be updated as new protocols are developed.
- 11.5 The Local Authorities will endeavour to align Strategy, Executive Committee and Full Council Meetings as closely as possible, and Committee and Full Council dates will be agreed in consultation between the Local Authorities.

## **12 MAJOR PROJECTS AND CONTRACTS**

- 12.1 The Authorities agree to notify one another of any:

- 12.1 projects;
- 12.2 expenditure, and/ or
- 12.3 liabilities

with a value in excess of £50,000 existing at Commencement Date or planned to be incurred during the term of this Agreement.

- 12.2 The Authorities undertake to conduct a review of their existing contracts as at Commencement Date and to consider opportunities for the joint letting of contracts by the Authorities.
- 12.3 Any contracts with a value in excess of £50,000 which fall due to be renewed will be procured in consultation between the Authorities.

## **13 MEMBER AND OFFICER LIABILITY**

- 13.1 Member and Officer Liability

- 13.1.1 When working as a member of the JMIB, the members shall be deemed to be working on behalf of their own Authority even where the particular matter under consideration relates to or also relates to the other Authority.
- 13.1.2 When working on the Project or pursuant to it, officers shall be deemed to be working on behalf of both their employing Authority, and made available and working on behalf of the other Authorities under Section 113 of the Local Government Act 1972
- 13.1.3 In consequence of the above, both members and officers shall be treated as falling within the statutory immunity provided by Section 265 of the Public Health Act 1875, as amended, in respect of their actions or omissions in respect of the Project.

13.2 Losses to each Authority

- 13.2.1 No Authority shall have any liability to the other Authority unless specifically provided for under this Agreement in respect of any Loss which that other Authority may suffer as a consequence of any action or omission by any officer or member, whilst working on the Project on behalf of the JMIB or JMB.

**14 INSURANCE**

- 14.1 Each Authority shall obtain and maintain throughout the term of this Agreement insurance sufficient to cover all of their obligations under this Agreement. Each Authority shall indemnify the other against loss sustained as a result of breach of this Clause.

**15 WITHDRAWAL AND CONSEQUENCES**

15.1 Where any Authority withdraws from this Agreement—

- 15.1.1 Subject to the remaining provisions of this clause the obligations of that Authority under this Agreement shall cease on such withdrawal;
- 15.1.2 The Agreement shall continue in force in respect of any financial liabilities which have arisen out of the performance of this Agreement up to the date of the Authority's withdrawal;
- 15.1.3 The withdrawing Authority shall not be entitled to a reimbursement of any costs incurred by it or contributions made prior to the date of withdrawal other than in accordance with Clause 7 above.
- 15.1.4 The withdrawing Authority shall become immediately liable to pay any sums due from it to the other Authority under this Agreement.
- 15.1.5 The Disputes Procedure set out in Clause [20] of this Agreement shall remain in force in respect of any of the matters arising from the performance of or withdrawal of an Authority under this Agreement.

- 15.2 An Authority wishing to withdraw from this Agreement shall give at least six months written notice to the other Authority, such notice to take effect on 31 March in any year.



- 15.3 An Authority exercising their right to withdraw ("the Withdrawing Authority") under Clause 15.2 above shall indemnify the remaining Authority for all and any Loss suffered by them as a consequence of the withdrawal of the Withdrawing Authority.

## 16 TRANSITION COSTS

- 16.1 The Local Authorities agree that any Authority which has suffered disproportionate Transition Costs shall be entitled to have these reimbursed. The reimbursement shall consist of amounts falling within the following agreed heads of cost:
- 16.1.1 upgrading of systems/ technology/ infrastructure
  - 16.1.2 redundancies
  - 16.1.3 costs of early termination of contracts to facilitate new joint contracts.

## 17 PREMISES

- 17.1 The Local Authorities agree that it will be necessary to make premises available in accordance with the requirements of the integration of staffing and services in order to efficiently house staff teams and best resource service provision.
- 17.2 Premises made available on this basis will be recorded as having been contributed to this Agreement and any premises which become vacant as a result will also be recorded as such. Vacant premises which fall to be reused, leased, let or sold by the Authority in ownership of them shall be the subject of consultation between the two Authorities before any such reuse or disposal shall be proceeded with.
- 17.3 The consultation specified in clause 17.2 above shall be based on the principle of the Authorities' equal contribution to and benefit from involvement in the Project.

## 18 ASSETS AND INTELLECTUAL PROPERTY

- 18.1 All Assets and intellectual property and material created under this Agreement shall be owned jointly by the Authorities and shall be available equally to each Authority subject to any terms with third parties under which the intellectual property and material was commissioned. The Authorities shall use their best endeavours to reflect the intention of the Authorities to jointly own these items in any terms used when commissioning third party work under this Agreement.
- 18.2 Each Authority warrants that any intellectual property created by its officers for the purposes of this Agreement will not infringe any third party's intellectual property rights
- 18.3 Each Authority shall indemnify the other Authority against any Loss arising out of any dispute or proceedings brought by a third party alleging infringement of its intellectual property rights by use of the first Authority's intellectual property for the purpose of this Agreement
- 18.4 Each Authority hereby authorises the other Authority to use its logo on documents and signage for such period as this Agreement remains in force save that this provision shall not apply after an Authority has withdrawn.

## 19 RESOLUTION OF BREACHES AND DISPUTES

- 19.1 In the event of a dispute concerning the construction or effect of this Agreement or that an Authority has failed to comply with any obligation under this Agreement the

matter will be raised with the relevant Strategic Director unless the matter concerns the Strategic Director in which case the matter will be raised with the Chief Executive.

- 19.2 If the matter cannot be resolved to the satisfaction of the Local Authorities by the Strategic Director (or Chief Executive) within 14 days the matter will be referred to the Chief Executive.
- 19.3 If the Chief Executive cannot resolve the matter to the satisfaction of the Local Authorities within 14 days the matter will be referred to the next JMIB meeting (which must take place within 28 days).
- 19.4 If the JMIB is able to resolve the matter it will be referred to the Executive Committee/Strategy Committee for formal agreement.
- 19.5 If the matter cannot be resolved by the JMIB to the satisfaction of the Local Authorities the matter will be referred to an independent arbitrator from a professional body appropriate to the matter in dispute.
- 19.6 The arbitrator shall be appointed with the agreement of the Local Authorities or in the event that agreement cannot be reached, by the President or chief officer of the appropriate profession.
- 19.7 For the avoidance of doubt this clause remains in effect after the termination of this Agreement to confer powers on the Local Authorities to resolve matters in dispute

## **20 VARIATION**

- 20.1 The Local Authorities may vary the terms of this Agreement, such variations to be agreed unanimously by recommendation of the JMB to the JMIB and by them to the Authorities, recorded in writing, signed and appended to this Agreement.

## **21 CONFIDENTIAL INFORMATION AND PUBLICITY**

- 21.1 The Local Authorities shall at all times use their reasonable endeavours to keep confidential (and to procure that their respective employees, agents, consultants and sub-contractors shall keep confidential) all Confidential Information concerning the Project or the business and affairs of the other Authority which may now or at any time hereafter be in its possession and shall not disclose it except with the consent of the other Authority, such consent not to be unreasonably withheld.
- 21.2 For the purpose of this Agreement "Confidential Information" means any information imparted to any Authority or their employees, agents, consultants and sub-contractors ("the Receiving Party") which was imparted to the Receiving Party on the basis that it is to be kept confidential or would by its nature normally be regarded as being confidential or which to the knowledge of the Receiving Party was obtained by the other Authority on the basis that it was to be kept confidential or is of commercial value in relation to the Project but shall not include any information which is for the time being in the public domain otherwise than by reason of its wrongful disclosure by the Receiving Party.
- 21.3 This Clause 21 shall continue without limit of time and shall survive the termination of this Agreement.

- 21.4 This Clause 21 shall not prevent the disclosure of any Confidential Information relating to any matters under this Agreement which are reasonably disclosed for the furtherance of or the promotion of such matters provided that the Authority or person disclosing the information takes all steps that are commercially practicable to preserve the confidentiality of the information and shall not prevent the disclosure of any Confidential Information where required by law.
- 21.5 Neither Authority shall issue any media release publicity concerning or affecting matters under this Agreement unless previously agreed in advance with the other Authority at Strategic Director level or above, each Authority's Communications Officer having advised on the content.
- 21.6 Subject to clause 21.7 any formal statements or communications to staff and/or members concerning matters under this Agreement shall be agreed between the Local Authorities in advance, agreement to be sought at Strategic Director level or above.
- 21.7 Clause 21.6 does not apply to the circulation of minutes, the routine reporting of decisions or requests for information or action to be taken.

**22 COMPLIANCE WITH LAWS**

- 22.1 The Local Authorities shall at all times comply with all laws including but not limited to the Data Protection Act 1998 and the Equality Act 2010 and will, where appropriate maintain a valid and up to date registration or notification under such Laws.
- 22.2 Each Authority shall indemnify and keep indemnified the other Authority against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by the other Authority in respect of any breach of this Clause by the Authority and/or any act or omission of any sub-contractor.
- 22.3 Each Authority shall grant to the other Authority the right of reasonable access to all records of Personal Data relevant to matters under this Agreement, as defined and as permitted in the Data Protection Act 1998, and shall provide reasonable assistance at all times during the currency of this Agreement to ensure the quality and security of data collected.

**23 FREEDOM OF INFORMATION**

- 23.1 Each Authority acknowledges that the other Authority is subject to the requirements of the FoIA and the EIR and each Authority shall where reasonable assist and co-operate with the other Authority (at their own expense) to enable the other Authority to comply with these information disclosure obligations.
- 23.2 Where an Authority receives a request for information under either the FoIA or the EIR in relation to information which it is holding on behalf of the other Authority in relation to matters under this Agreement, it shall:
  - 23.2.1 transfer the request for information to the other Authority as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;
  - 23.2.2 provide the other Authority with a copy of all information in its possession or power in the form that the Authority requires within ten

Working Days (or such longer period as the Authority may specify) of the Authority requesting that information; and

23.2.3 provide all necessary assistance as reasonably requested by the other Authority to enable that Authority to respond to a request for information within the time for compliance set out in the FoIA or the EIR.

23.3 Where an Authority receives a request under FoIA or EIR which relates to matters under this Agreement, it shall notify the other Authority and afford them an opportunity to make any comments or representations in respect of the disclosure of the information sought. The other Authority shall respond within five working days of receipt of this notification. The Authority responding to the request shall take into account any such comments or representations in so doing and shall not respond to the request until the five day response period referred to above has passed.

## 24 CONFLICTS

24.1 If any situation arises where there is a potential or actual conflict of interest or a perceived conflict of interest between Babergh and Mid Suffolk, the Chief Executive shall:

24.1.1 Draw such conflict to the notice of the Monitoring Officer in writing;

24.1.2 Remove herself from all aspects of the decision-making process in relation to the situation;

24.1.3 Provide the Monitoring Officer with such resources as they require to ensure that the interests of each authority are appropriately represented including taking independent professional advice or seeking independent third party support if appropriate.

24.2 On receipt of notice under clause 26.1 the Monitoring Officer shall immediately:

24.2.1 notify the Section 151 officers of the circumstances of the conflict;

24.2.2 ensure that officers instructed to provide them with support are clearly informed that a conflict between the two authorities exists and are notified to which authority the Monitoring Officer is reporting; and

24.2.3 ensure that officers are not or might not be compromised in any way in performing their duties on behalf of either or both of the authorities;

24.3 If it becomes apparent to the Monitoring Officer acting on receipt of a notice under clause 26.1 that the interests of an authority or the position of any officer supporting her will or might be compromised the Monitoring Officer shall immediately make arrangements for independent professional advice or independent third party support.

24.4 The Local Authorities shall ensure that procedures and safeguards are in place to identify such conflicts at an early stage.

24.5 The Local Authorities shall keep a written record of any such conflicts which have been identified and how such conflicts have been resolved.

**25 SEVERANCE**

25.1 If any condition, provision or Clause of this Agreement shall become or shall be declared by any court of competent jurisdiction to be void, invalid, illegal or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

**26 ENTIRE AGREEMENT**

26.1 This Agreement constitutes the entire agreement and understanding of the Authorities and supersedes any previous agreement between the Authorities relating to the subject matter of this Agreement.

**27 WAIVER**

27.1 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

27.2 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

27.3 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent an Authority from subsequently requiring compliance with the waived obligation.

**28 GENERAL**

28.1 Nothing contained or implied herein shall prejudice or affect the Authorities' rights and powers duties and obligations in the exercise of their functions as Local Authorities and/or in any other capacity and all rights, powers, discretions, duties and obligations of the Authorities under all Laws may at all times be fully and effectually exercised as if the Authorities were not party to this Agreement and as if this Agreement had not been made.

28.2 The Authorities shall only represent themselves as being an agent, partner or employee of any other Authority to the extent specified by this Agreement and shall not hold themselves out as such nor as having any power or Authority to incur any obligation of any nature express or implied on behalf of any other Authority except to the extent specified in this Agreement

28.3 This Agreement shall be governed by and construed in accordance with English Law and shall be subject to the jurisdiction of the Courts of England.

28.4 This Agreement is personal to the Authorities and no Authority shall assign transfer or purport to assign or transfer to any other persons any of its rights or sub-contract any of its obligations under this Agreement.

28.5 No person other than the Authorities shall be entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

28.6 Any notice required or permitted to be given by an Authority to the other Authority under this Agreement shall be in writing and addressed to the Chairman of the other Authority at its principal office.

28.7 The Authorities shall at all times in the conduct of the Project under this Agreement deal with one another and their respective rights and responsibilities in good faith including in respect of any disputes between them.

**IN WITNESS** hereof the parties hereto have executed this Agreement as a Deed the day and year first written

The Common Seal of **Babergh District Council**  
was affixed hereto in the presence of

The Common Seal of **Mid Suffolk District Council**  
was affixed hereto in the presence of

**Schedule 1**

## **Terms of Reference of JMIB**

1. Provide political leadership to ensure integration and transformation of management, staffing and services across the two councils.
2. Aligning activities at member level where this is appropriate and necessary to facilitate integrated working.

## **MEMBERSHIP OF THE JMIB**

5 members appointed by Babergh District Council at its annual meeting

5 members appointed by Mid Suffolk District Council at its annual meeting

Each council may appoint substitutes.

## Schedule 2

### Terms of Reference of Joint Management Board (JMB)

1. Providing managerial leadership to ensure integration and transformation of management, staffing and services across both councils.
2. Aligning policies and processes across both councils to ensure integration and transformation building on best practices from both councils.
3. Aligning ICT and technology in such a way as to aid integration and transformation.



## Schedule 3

### COSTS AND EXPENSES

[Extract from the document, "Babergh and Mid Suffolk District Councils Updated Business Case for Staff and Service Integration, and Transformation", October 2011]

The updated annual ongoing estimated revenue savings are summarised in the table below. The range of savings reflects that they will build up over a period of time, with a minimum saving from integration of £1.3m in 2012/13, increasing to nearly £2m by 2015/16. Any further transformation savings would be on top of that and subject to 'mini business cases' for specific areas/activities:

Previous Business Case (integration) £000		Refresh		Potential Total Savings £000
		Initial Integration (fairly certain) £000	Further Transformation (uncertain) £000	
379	Senior Management	489 – 678	-	489 – 678
922	Other staff savings	625 – 850	200 – 600	825 – 1,450
-	Non-staff savings	225 - 445	-	225 - 445
1,301	<b>Total</b>	1,339 – 1,973	200 - 600	1,539 – 2,573

The overall position on estimated transitional costs (Best/Worse case scenarios) up to 2015/16 to achieve the above savings is summarised in the table below along with more details on the estimated phasing of the savings indicated in the previous table, which are compared to the previous business case for integration only.

	Previous Business Case (Integration) £000	Updated Position – (excluding transformation) £000
<b>Transitional Costs</b>		
CE and senior management - Redundancy & Pension costs - see note 1	578 -1,144	945 – 1,478*
Other Redundancy & Pension costs	See note 2	1,100 -1,600*
ICT integration - see note 3	1,457	1,457
Other one-off and transitional costs	446 – 461	530
Pay protection - see note 4	-	150 - 408

	2,481 – 3,062	4,182 – 5,473
Less: RIEP funding – see note 5	-265	-265
	<b>2,216 – 2,797</b>	<b>3,917 – 5,208</b>
<b>Savings</b>		
2011/12	290	219
2012/13	781	1,339
2013/14	1,301	1,684
2014/15	1,301	1,879
2015/16 onwards	1,301	1,973
	<b>4,974</b>	<b>7,094**</b>
<b>Net savings</b>	<b>2,177 – 2,758</b>	<b>1,886 – 3,177</b>

\* Earmarked reserves set aside of £1.4m across both councils for redundancy/other transitional costs. In addition, there is the ability to capitalise up to £1.5m of redundancy (pension) costs in 2011/12. Therefore, actual costs to annual revenue budget will be significantly lower than shown.

\*\* Excludes potential indicative £1.8m savings for service transformation from 2012/13 to 2015/16 and one-off transitional costs of £0.3m.

The above table only shows savings up to the point where a 'steady state' exists. The aim and expectation, however, would be for continuing efficiency savings in future years – perhaps of between 3% and 5% a year minimum.

Projecting the above forward over an 8 year period, as in the previous business case, and allowing for 3% p.a. additional savings would result in total potential savings of around £13m, if the additional potential transformation savings are included, the total potential savings over 8 years would be around £17m.

Notes:

1. Includes agreed CE costs and revision to estimates to reflect latest senior management proposals and the higher savings that will result.
2. This was netted off the savings in the previous business case. Now costs shown separately – as recommended in the external validation report
3. The previous business case only reflected the revenue/borrowing costs associated with this capital investment. The above table now reflects and includes the capital costs to ensure 'like for like' comparison.
4. An estimate has now been included for potential pay protection costs.
5. Excludes 'sunk' costs re. merger proposals of £100k.

## Schedule 4

List of Agreed protocols, as at August 2011

Protocol Title / Description	Date	Location
BABERGH AND MID SUFFOLK DISTRICT COUNCILS: A Consultation Framework for Matters affecting Staff	August 2010 [Endorsed: 28 Sep 2010 at BDC Full Council; 30 Sep 2010 at MSDC Full Council]	BMI SharePoint, 'Open Area', 'REFERENCE LIBRARY'
BABERGH AND MID SUFFOLK DISTRICT COUNCILS: Vacancy and Post Management Protocol for Integration	August 2010 [Endorsed: 28 Sep 2010 at BDC Full Council; 30 Sep 2010 at MSDC Full Council]	BMI SharePoint, 'Open Area', 'REFERENCE LIBRARY'
BABERGH AND MID SUFFOLK DISTRICT COUNCILS: REPORT WRITING GUIDANCE FOR OFFICERS [Together with the associated joint Templates for non-confidential and confidential reports]	July 2011	BMI SharePoint, 'Open Area', 'REFERENCE LIBRARY'

# Agenda Item 9

## BABERGH DISTRICT COUNCIL

<b>TO:</b> Cabinet	<b>REPORT NUMBER:</b> <b>BCa/20/24</b>
<b>FROM:</b> Councillor Elisabeth Malvisi - Cabinet Member for Environment	<b>DATE OF MEETING:</b> 7 January 2021
<b>OFFICER:</b> Cassandra Clements – Assistant Director for Environment & Commercial Partnerships	<b>KEY DECISION REF NO.</b> CAB245

### TOWN CENTRE PARKING IN BABERGH DISTRICT

#### 1. PURPOSE OF REPORT

- 1.1 Following a study of parking, and taking into consideration the future vision for the different towns, the report explores a number of emerging themes which have an impact on parking provision in the District's town centres, and recommends a more planned and balanced approach in future, having considered all of the options.
- 1.2 It is for the Council to decide, based on the details in this paper, the future direction of parking provision and controls for each centre, by taking a view of parking needs in the car parks across the District, the different development and regeneration pressures in each place, and how intervention relates to the economic sustainability and a destination offer related to the wider vision for each town.
- 1.3 It is for the Council to consider all parking management techniques and when or whether they would be applicable – at the present time or in future – again related to the wider vision, uniquely, for each town, and how to structure its future strategy. Importantly, this links to the Council's aspiration to become carbon neutral by 2030.

#### 2. OPTIONS CONSIDERED

- 2.1 A number of options have been considered, including no change (which must be discounted as there are some known actions (see Appendix D) which will impact parking provision), different levels of controls, increased management of parking, including the implementation of a form of charging or additional charging at some, or all locations.
- 2.2 Data has been collected based on a study carried out during February 2020 and is therefore both before the emergency measures were imposed, but also one of the quieter months of more normal years – representing a best-case scenario.
- 2.3 Informal observations have also been carried out in order to test the application of the data throughout the year, in particular to the impact of leisure/tourism in popular locations.

### **3. RECOMMENDATIONS TO CABINET**

- 3.1 That a comprehensive parking strategy review be undertaken for the whole District, which will commence in quarter two 2021/22 and that delegation be given to the Assistant Director for Environment & Commercial Partnerships in consultation with the Cabinet Member for Environment.
- 3.2 That the parking management principles and interventions detailed in **Appendix A** be implemented with effect from 01 July 2021.
- 3.3 That additional parking controls or tariffs be applied to District car parks in accordance with Option 2, table 3, paragraph 6.3 of this report, subject to the Statutory Order Process and requirements for consultation, in order to achieve availability and occupancy priorities outlined below.
- 3.4 That residential parking permits be implemented in Mill Lane Car Par, Sudbury for overnight stays, subject to the Statutory Order Process and requirements for consultation.
- 3.5 That a proportion of income generated from chargeable parking will be allocated to the delivery of the sustainable travel agenda.
- 3.6 To resolve to delegate the decision to make changes to the parking orders in order to bring in the agreed changes to the AD for Environment and Commercial Partnerships so that appropriate actions can be undertaken in a timely manner.

#### **REASON FOR DECISION**

To make appropriate interventions on parking management and maintenance which changes behaviour to balance traffic management and environmental impacts with the need to provide parking for local residents, visitors and workers. To support the Vision and Invest programmes in the key towns and enhance investment opportunities for developing the town centres, ensuring future vibrancy and sustainability, and to maintain parking stock and assets in good condition.

### **4. BACKGROUND INFORMATION**

- 4.1 With a population of over 92,000 and projected to reach 98,000 by 2036, Babergh is a predominantly rural area where much of the population lives in villages or small market towns. Babergh also shares a common boundary with Essex along much of the River Stour with neighbouring Braintree District and Colchester Borough Council areas.
- 4.2 The district has a strong visitor economy offer given its historic and natural assets, and its main towns are well connected to the wider region, London (with Sudbury connecting to the Great Eastern Main Line via Marks Tey) and the Continent.

#### **Each of the towns has its own unique character**

- 4.3 Each town has its own particular qualities and challenges – and provisions for parking need to be made accordingly. We need to consider the needs of shoppers, tourists & visitors, residents, workers and commuters and balance these needs both between their own sometimes conflicting demands, and the various environmental, socio-demographic, geographic and economic factors.

## **Visioning for our towns**

- 4.4 Vision and Invest programmes will continue to communicate the long-term goals and future projects will work towards this, helping the towns achieve each community's individual ambitions. As the programmes evolve, they will be supported by a set of key messages and a narrative which sets out a unified voice and a strong partnership approach to addressing key challenges and seeking key opportunities to support the economic growth and future wellbeing of the place.

## **Car Parking and links to Visioning**

- 4.5 Our strategy matches parking policy to the plans we have for our towns and the visioning timeline. Not every car park across Babergh needs the same controls, but we need to introduce changes at some car parks now; we also need to consider what provision places will need in future. We want to become an environmental influencer against congestion, increasing traffic and associated air quality issues, and make the best use of the parking space we have.
- 4.6 Ensuring the level of car parking facilities, and the right controls for their use, supports regeneration and enables development in and around the District's town centres. Good quality accessible car parking with a clear purpose and welcome is important to visitors and residents alike.
- 4.7 Appropriate controls can help manage the environmental impacts of travel, such as air quality by helping to reduce congestion. But we aim to balance this against the commercial vitality of the town, encouraging greater footfall and improving the public realm and streetscape.

## **Policy and Principles**

- 4.8 Our study shows that *average* stay length in even the largest town in the District is 64 minutes. We also have areas where parking is in more demand than supply, where interventions are required. Other studies show that motorists value proximity of parking to their destination as much as cost; also that limitless free parking does not have a positive impact on the dwell time of the average shopper.
- 4.9 We want to make best use of the space we have available, turning over spaces in the town centre, encouraging more shopping trips and stays during the day time. We want to encourage not using a car at all for some trips and use of alternative parking for longer stays. We will need to introducing charging at some locations to effect these controls and any income will help to cover the cost at the point of use.
- 4.10 Current car park costs of £444k p.a. are shown in Table 4A include resurfacing, grounds maintenance, gritting, sweeping, litter collection, business rates, signage, machine consumables, administrative functions and patrols and all need to be funded. The currently 'free' parking service is subsidised £185k p.a. by all taxpayers – whether motorists or not. Any income raised (current budget £259k p.a.) helps to cover costs, but the service still requires a £185k subsidy. Future changes will help to cover operational costs, with a proportion of income funding sustainable schemes.
- 4.11 A study of parking was carried out with data collected in February 2020, as a best-case pre-Covid-19 snapshot. Following this a number of alternative strategies have been discussed and we have focussed on the most practical solutions for this report.
- 4.12 We will consult on implementing the changes in Appendix A, including overnight resident parking, parking controls and the introduction of tariffs to encourage behavioural change and sustainable transport choices.

## Themes in this report

4.13 A number of themes run through this paper, including: –

- **A study of the stay durations, capacity, turnover and occupancy** of town car parks – the data shows a need to support a future strategy that provides the right level of parking in the right places for the right reasons;
- **Impacts on other areas** – the way parking is managed has an impact on:
  - **the economy** – ensuring spaces turn over to support the town centres and their vitality vs. provision for workers and commuters;
  - **development and regeneration** – supporting delivery of key town centre projects eg Sudbury Market Hill improvements, Hamilton Road Quarter, Active Travel cross-town links and future health care provision development in Sudbury – all of which alter parking provision or impact demand;
  - **local transport and support for District and County policy** – providing parking in each town to balance the needs of all road users, environmentally sustainable measures including Electric Vehicles, public transport, cycling, and walking alternatives to the private car, support for county Local Transport Plan priorities (including junction improvements) and Pinch Point and Active Travel funding;
  - **the environment** – environmental impacts such as traffic congestion which leads to air quality issues, provision of Electric Vehicle (including cycles as well as cars) charging points, in all of which parking management can play a part in reducing the impact of motor travel.

## 5. LINKS TO CORPORATE PLAN

- 5.1 The Joint Corporate Plan (2019-27) is designed to address the challenges and seize the opportunities facing the districts and their organisations for the foreseeable future. The Councils' vision is to have 'great communities with bright & healthy futures that everyone is proud to call home.'
- 5.2 The Joint Corporate Plan identifies six strategic priorities as set out in the visual below. Environment and Economy are two of those six, and the success of the Councils' ambition on climate change and the visioning programmes is intrinsically interlinked with the strategies that underpin the other four priority areas of Housing, Communities, Well-Being, and Customers. The response to Climate Change is not just the business of Environment but of every part of the Councils' strategic framework. Conversely, Environment plays a key part in every priority within the Corporate Plan.





## 6. FINANCIAL IMPLICATIONS

### 6.1 Benchmarking Operations in other areas:

**TABLE 1: Benchmarking National Comparative charging in similar towns**

Charges up to:	Nantwich, Cheshire	Bridport, Dorset	Oakham, Rutland	Helmsley, Ryedale
20 mins	£ 0.70	£ 0.20	£ 1.00	£1.60
1 hour		£ 0.40		
2 hours	£ 1.10	£ 0.80	£ 2.50	£2.50
3 hours	£ 2.20	£ 1.70		£3.00
4 hours		£ 4.00	£ 4.30	£5.00
5 hours	£ 2.70	£ 8.00		
6 hours/day	N/A	£ 12.00		
Blue Badge Holders	Free	Charges as above	Free	Charges + extra time

### Financial illustration of different tariff choices

6.2 A range of options is set out below to illustrate different tariff controls – with the inclusion of longer controlled hours to improve turnover on Saturday lunchtime/afternoons and encourage alternative use of Gt Eastern Road/Station Road car parks as an alternative for non-shopping trips.

6.3 A yield for all of the car parks, if charging were introduced is predicted (at the levels in the data surveyed) would be between £160k and £580k p.a. net of vat (VAT is charged at 20% for off street parking and is accounted for), and net income will vary depending upon collection method.

TABLE 2 - Illustration of different options for controls					
Location	Car parks	Type	Option 1	Option 2 - preferred	Option 3
Sudbury	North Street, Girling Street	Shoppers short stay Max. 3 hrs	30 min .....free 3 hours .£1.00	30 min.....free 1 hour ....£0.50 2 hours...£1.00 3 hours...£2.00	1 hour..... .free 3 hours... £1.00
	Great Eastern Road	Short stay	30 min .....free 3 hours .£1.00 All day .... £4.00	30 min.....free 1 hour ....£0.50 2 hours...£1.00 3 hours...£2.00 All day.....£4.00	1 hour..... .free 3 hours .. £1.00 All day..... £4.00
	Station Road, Stour Street	Short and long stay	30 min .....free 3 hours £1.00 All day ... £4.00	30 min.....free 1 hour ....£0.50 2 hours...£1.00 3 hours...£1.50 All day.....£4.00	1 hour..... .free 3 hours . £1.00 All day..... £4.00
	The Station	Long Stay	All day .... £4.00	2 hours....£1.00 4 hours....£2.00 6 hours....£3.00 All day.....£4.00	All day..... £4.00
	Mill Lane	Change to be available for Residents Only			
Hadleigh	Magdalen Road	Long Stay	All day .... £4.00		
	Stonehouse Road, & Magdalen Road (long)	Short and long stay	30 min .....free 3 hours .. £1.00 All day ... £4.00 (Long stay area for Magdalen Road)		
	Magdalen Road (short stay area), High Street, Toppesfield Hall	Short stay	30 min .....free 3 hours .. £1.00 (Magdalen Road is split into long and short stay – long stay is not allowed in the front section of the car park).		
	Railway Walk	Short stay Max. 3 hrs	Changed to maximum stay for local use 3 hours .....free		
Chelmondiston Pin Mill	Local parking	Changed to 50p per hour			
Lavenham car parks	All car parks	No changes to existing. To research further in future as part of Strategy work.			
All other car parks	All car parks	No changes to any existing including any not shown above.			

TABLE 3 - Modelled budget introducing charges (£ net of VAT)			
Estimate	Low	High	Notes
Option 1	-£ 326k	-£ 399k	Free 30min, then £1; £4 all day – higher risk / elasticity + Hadleigh + Pin Mill
Option 2	<b>-£ 325k</b>	-£ 391k	Free 30min, ramped inner/outer tariff; £4 all day + Hadleigh + Pin Mill – <b>recommended</b>
Option 3	-£ 130k	-£ 140k	Free first hour, ave stay 64 mins, highest risk + Hadleigh + Pin Mill

6.4 Existing operation is provided as a service against the current costs (explained in paragraph 4.10 above).

6.5 The current budget shows that the service costs the council money to operate and currently requires a subsidy of £185k p.a. as shown in Table 4A below. Table 4B takes that figure and projects the effect of pending decisions and changes to long stay. Table 5 shows the impact of the controls on short stay.

<b>TABLE 4A Current Budget for Service (£ net of VAT)</b>	<b>budget 2020/21</b>
Total expenditure	£ 444k
Income from all parking sources (season tickets, car parking ticket sales, enforcing)	-£ 259k
<b>Current net cost of service – subsidy</b>	<b>£ 185k</b>

<b>TABLE 4B Revenue Budget – Existing (£ net of VAT)</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>
Current budget for parking – budget costs at 2020 prices	<b>£ 185k</b>	£ 190k	£ 195k
Included current parking income from current ticket sales only – budget illustration	-£ 80k	-£ 144k	-£ 144k
Parking income budgeted with suggested adjustment to existing long stay charges	-£ 80k	-£ 155k	-£ 185k
<b>Budget net change</b>	-	<b>-£ 11k</b>	<b>-£ 41k</b>

6.6 The effects of the recommendations, if implemented using Option 2, from Table 2, are shown in Table 5, below:-

<b>TABLE 5 Proposed Budget + Controls (£ net of VAT)</b>	<b>2020/21</b>	<b>2021/22 part year</b>	<b>2022/23 full year</b>
New additional income budgeted from short stay charging <i>estimate</i>	-	-£ 244k	-£ 325k
Implementation and ongoing costs linked to charging (see Appendix A)	-	£ 30k	£ 30k
Other: signage, wayfinding, maintenance, improved cycle parking and EVs (Appendix A)	-	£ 39k	£ 102k
<b>Net expenditure - net effect</b>	-	<b>-£ 175k</b>	<b>-£ 193k</b>

6.7 Calculations in the modelling included estimates representing the effects of the changes, including resistance, economic conditions, weather / seasonality, a contingency, and other prevailing conditions (maintenance, unforeseen closures, etc). Blue Badge bays are not included in parking fee changes (see Appendix E).

6.8 A prudent estimate has been illustrated. In making changes from July 2021, calculations have included part of the year at old prices, and part at new prices plus a part year after the short stay introduction.

6.9 Tables 4B and 5 above do not include costs or income from patrols and enforcement, nor costs or income from unchanged season tickets/permits.

Where costs may be capitalised in Appendix A, these have not been shown in Table 5, for example £70k investment in machine upgrades.

- 6.10 There is a recommendation that a commitment that, no matter what the level of new income shown in Table 5, that the Cabinet pledge to put a percentage towards the Sustainable Travel agenda.

## 7. LEGAL IMPLICATIONS

- 7.1 For any changes to be made to the provisions governing parking, a change to the Parking Orders will be needed. There is a legislated process to follow in order to make changes, provided the correct governance in line with the Council's Standing Orders has been completed – usually a Cabinet or Council Decision, which may be delegated.

## 8. RISK MANAGEMENT

- 8.1 This report is most closely linked with the Council's following Significant Risks: No. 6 - Decline in our key towns impacts upon economic prosperity of the districts; No. 11 - We may be unable to react in a timely and effective way to financial demands; Risk No. 12 - The Council may be perceived to be untrustworthy and have a poor reputation; and Risk No. 16 - The Council will not be carbon neutral by 2030.

- 8.2 Further risks are set out below:

<b>TABLE 6 Risks and Mitigation Measures</b>			
<b>Risk Description</b>	<b>Likelihood</b>	<b>Impact</b>	<b>Mitigation Measures</b>
Unable to influence motorist behaviour into more environmentally friendly methods of transport resulting in traffic congestion and poor air quality – threatening Council's Climate Emergency declaration and its aim to become carbon neutral by 2030.	1	2	Communications, move to other options to be discussed in future Strategy, or bring forward planned phases of plan.
Imbalance in policy, charging, town centre vitality, leisure, etc. impacting on visiting footfall in our towns and the economy.	1	3	Research implies that availability of parking, rather than charging, tends to impact town centre vitality.
Introduction of car park charging resulting in displacement parking to residential or other kerbside in the vicinity of the car parks.	2	2	Kerbside is already regulated within walking distance, and Resident Parking planned for other locations

## 9. CONSULTATIONS

- 9.1 Any changes to the Parking Orders will require the legislated consultation period of 21 days.

## 10. EQUALITY ANALYSIS

A full Equality Impact Assessment (EQIA) has been carried out as attached at Appendix E

## 11. ENVIRONMENTAL IMPLICATIONS

- 11.1 Following its Climate Emergency declaration, the Council must look at ways to influence motorist behaviour. A small but simple change in motorists' behaviour could make large improvements in air quality, reductions in congestion and CO<sub>2</sub> emissions. Small changes can reap rewards in terms of congestion and air quality management.
- 11.2 To encourage drivers to consider other more environmentally friendly methods of transport, wherever possible, we need to take into consideration the following points:
- Traffic congestion, air quality and the availability of other modes of travel as key considerations in setting the quantities of parking available, the location, the restrictions or controls applied, and parking tariff employed.
  - Support for low-car and car-free developments, cycleway improvements, support for other Active Travel initiatives and lower provision of car parking in appropriate areas.
- 11.3 Electric Vehicle (EV) charging points in shoppers and residential car parks encourage alternatives to internal combustion engine car travel, reducing air pollution at the point of use.
- 11.4 Several recommendations have been proposed which, if implemented, will assist in managing the issues above, whilst ensuring the availability of appropriate parking continuing to support the economic vitality of our town centres, in these very challenging times.

## 12. APPENDICES

<b>TABLE 7 - Appendices</b>	<b>Location</b>
(a) Principles and Interventions	Attached
(b) Timeline	Attached
(c) Case Studies	Attached
(d) Parking Study detail by town	Attached
(e) EQIA	Attached

## 13. BACKGROUND DOCUMENTS

- 13.1 **ATCM** report on Parking in Towns <https://squidex.mkmapps.com/api/assets/ipm/ojay-mcdonald-re-think-car-parking-on-the-high-street.pdf>
- 13.2 **British Parking Association** – Parking, What Works? [https://www.britishparking.co.uk/write/Documents/Library/Reports%20and%20research/What\\_Works.pdf](https://www.britishparking.co.uk/write/Documents/Library/Reports%20and%20research/What_Works.pdf)
- 13.3 The **Babergh Area Parking Plan** <https://baberghmidsuffolk.moderngov.co.uk/documents/s17868/JAPMP%20-%20December%2019%20Final.pdf>
- 13.4 Suffolk County Council **Parking Management Strategy** <https://committeeminutes.suffolk.gov.uk/Committee.aspx?Refinablestring10=The%20Cabinet>

The **Sudbury Vision** includes the redevelopment of parts of the town centre including the Hamilton Road Quarter. A more pedestrian-friendly, events and flexible space use of the Market Hill is also under consultation. See <https://www.babergh.gov.uk/business/economic-development/town-centre-development/sudbury-steering-group/> for more details.

## Appendix A : TABLE 8 - Principles and Interventions

Location	Car Park	Principles	Interventions	Cost	Timescale
<b>All Locations</b>	<b>All sites</b>	Provide and maintain a welcome with accurate up to date information	1. Renew tariff and information signage. See also separate dedicated amounts below.	£25k	Q2/Q3 2021
		Ensure car parks orders reflect needs by updating and modernising contents	2. Introduce new car parks order.	£2k	As soon as can be accommodated, and by Q4 2020/Q1 2021 to be in place by 2021/22 FY
			3. Further update order schedule as required in this plan	£2k	Q1/Q2 2021 Repeat as necessary,
		Provide a variety of transaction mechanisms and update machines to latest modern standards.	4. Update and/or replace parking machines to modern standards and introduce cashless/card payment as required	£70k Capital  £15k p.a. £15k p.a.	As soon as can be accommodated, and by Q4 2020/Q1 2021 to be in place by 2021/22 FY Maintenance Cash collection
		Include all areas in a future Parking Strategy as part of a wider review.	5. Consult and produce 5-year Parking Strategy to detail all District Council parking needs.	£35k	As soon as can be accommodated, and by Q1 2022
<b>Hadleigh</b>	<b>For each car park</b>	Increase parking controls and cover Saturday afternoons. Increase long stay tariff to encourage sustainable travel	Amend Parking Order to implement introduction of additional weekday charges and Saturday afternoon controls, except at Maiden Way, and introduce maximum stay at Railway Walk.	(£37k) - (£43k) p.a.	See 2/3 above
			In an extended Study, consider changes to weekday parking controls especially if overstays or re-booking, or alternate capacity is found to be an issue.	-	See 5 above
<b>Lavenham</b>	<b>All sites</b>	Further parish partnership	Work with the Parish Council to realise the vision that Lavenham has for its future,	-	See 5 above

Location	Car Park	Principles	Interventions	Cost	Timescale
			including management and any redevelopment of its car parks, and promote a Parish Partnership for future parking.		
			Bring the signage and policies in the car parks into full compliance with the requirements of Civil Parking Enforcement and update the parking orders.	£5k	By Q2 2021 and in time for new tourist season. See also 2/3 above.
			Include the area in a future Parking Strategy and Study as part of a wider review.	-	See 5 above
Outlying locations	All sites	Provide better welcome, signage, wayfinding and promotion	The implementation of a visitor welcome strategy, wayfinding, better signage, machine or payment improvements should be funded by additional income if a parking tariff were imposed to better control types of parking in key locations.	£5k	See also 1 above
	Pin Mill	Provide adequate levels of parking for residents, businesses and visitors	6. Investigate whether the existing car park can in future be enlarged as part of a future Strategy and Study; and Implement charges update to 50p/hour.	Est. £250k Capital  c.(£6k)	Capital bid required  See 2 above ref. Order.
Sudbury	For each car park	Introduce optimum medium solutions for each car park – branded as shoppers, short stay, long stay, residential.	7. It is recommended to choose a tariff for shoppers and short stay but more distant car parks in order to support the medium-term plans set out in this report; these can be reviewed pending any further recommendations in a longer term Strategy. Introduce options from the list; recommendation is <b>Option 2</b> , pending further Strategy, although a range of other options is available. <i>A range of income is given for Option 2 with revenue implications shown.</i>	(£283k) to (£324k) p.a.	As soon as can be accommodated, and by Q4 2020/Q1 2021 to be in place by 2021/22 FY
				Long Stay (£42k) p.a.	Further recommendations to be made in more comprehensive Strategy as soon as can be accommodated, and by Q1 2022



Location	Car Park	Principles	Interventions	Cost	Timescale
	<b>Long Stay and changed types of car park</b>	Introduce range of measures as a scheme which caters for and supports town centre workers	8. The option of reduced price business permits for businesses to mitigate any changes Suggested 50% year one, 75% year two.	£5k p.a.	Introduce with earliest possible parking order change, Q4 2020/Q1 2021
	<b>All sites</b>	Conduct wider Study and produce Strategy for managing parking during the regeneration and development, to consider changes, pattern of usage, etc.	To consider and mitigate all other impacts of these solutions (space, planning, churn, future capacity, build)	-	See 5 above
		Consider future parking capacity	Include in Study to produce future strategy, including any future multi-storey or decked areas mitigate against space lost to development and increases required due to redevelopment	-	See 5 above
			Consider population growth and vision regeneration projects where new facilities may increase town centre use in Study.		
			Coach layovers and market trade vehicle parking needs catering for within Study.		
		Support highway schemes to enhance parking facilities	9. Reconfigure the accesses to Gt Eastern Road car park and Station Road car parks	Est. £250k Capital	Capital / Grant bid required (estimate for info)
				10. Include a link to Bures Road if possible, to help alleviate the capacity issues at Station Road and Girling Street junctions.	Est. £250k Capital
		Investigate better use of existing facilities	11. Open up different areas in order to make clearer the links between them and define better links to where empty parking spaces might be found.	Est. £100k Capital	Capital / Grant bid required (estimate for info)

Location	Car Park	Principles	Interventions	Cost	Timescale
		Support Active Travel and sustainable modes of transport	12. Include improved signage, parking for cycles and all types of EVs.	£30k fund + (£26k) – (£102k) p.a.	Dedicate, e.g. 30% of additional income to sustainability funds.
		Supporting town centre regeneration	Town centre – support revised bus and coach stops	-	As part of visioning
		Support changes on the highway	Prioritise blue badge parking for elderly/mobility impaired in the main amenity and services areas		
			Lorries encouraged to park out of town centre		
			Town centre is as it exists difficult for pedestrians in and around Market Hill. More town centre living anticipated including elderly populations		
			Junction improvements from Pinch Point (if funded) may help flows at peak times.		
			Promote non-car active travel and pedestrian / cycleway connectivity along green routeway		
		Provide better welcome, signage, wayfinding and promotion (feedback suggests visitors do not know where parking is located)	Better support for visitors including wayfinding from trains/rail station and car parks, surface maintenance and road/bay lining	£35k	See 1 above

## Appendix B – TABLE 10 : Timeline

Illustration of Programme Timeline	Year 0	Year 1				Year 2	Year 3	Year 4	Year 5	ongoing
	2020	2021				2022	2023	2024	2025	
Description	Q4	Q1	Q2	Q3	Q4	FY	FY	FY	FY	
Introduce new Car Parks Order.		u								
Update and/or replace parking machines to modern standards and introduce cashless/card payment as required			u							
Include improved parking for cycles and all types of EVs. (startup + ongoing contribution to sustainability fund).			u	→						
Further update(s) to Order Schedule as required in this plan, dependent upon Order/Study/Strategy (repeating as necessary)				u	→	u	u	u	u	
Consult and produce 5-year Parking Strategy to detail all District Council parking needs (showing currency of plan). (Engage, commission, report back and implement)						u	→			
Renew and renew tariff and information signage across entire parking estate. Other bay and line maintenance				u	u	u				
Income from changes to charging structure, pending further Strategy (Option 2 illustrated).			u	→						
The option of reduced price business permits, or draw down daily stays for businesses to mitigate any changes				u	→					
Reconfigure the accesses to Gt Eastern Road car park and Station Road car parks								u		
Include a link to Cornard Road if possible, to help alleviate the capacity issues at Station Road and Girling Street junctions.								u		
Open up different areas in order to make clearer the links between them and define better links to where empty parking spaces might be found.								u		
Investigate whether the existing Pin Mill car park can in future be enlarged as part of a future study (study, with possible programme).					u	→		u		

## Appendix C – Case Studies

14. **Case Study A** for similar modest charging towns benefits, including Parish Partnership.

### **West Mersea and Dedham**

Faced with a variety of parking types conflicting parking movements, the borough council approached the town council at West Mersea in order to form and implement a parish partnership with a joint parking strategy including the introduction of charges with an initial free period, and local season tickets for business and traders.

The strategy has had the desired effect on types of parking stay, and freed up space, creating churn in the town centre to increase footfall, where previously people were parking and taking the bus to town, blocking spaces for the day. Again on the sea front car parks, charges were introduced to help turnover of the busy spaces and make patrols of the location much more efficient.

At Dedham a similar parish partnership was implemented how long side the parish account order to bring in a set off tariffs, again without it, in order to better manage parking dwell time at this location.

A by-product of this operation beside the more efficient patrolling off the car park was a small surplus which has been used to fund car park improvements such as replacement machines, signage and other site improvements.

The tariff at each is similar to that proposed in the table, such as Option 2.

15. **Case Study B** for similar modest charging towns benefits and changes in tariff/stay.

### **Ryedale District and especially Helmsley**

The maximum stay was reduced in the Market Square parking areas in order to create a more uniform churn and reduce dwell time a revised tariff being introduced to better control the amount and types of parking associated with this market town, whilst moving other types of parking to other nearby car parks more suited longer stay types of usage.

Details of the Ryedale tariff are shown in the comparative table, Table 1 in part 5 of the main report.

## Appendix D

### 16. Parking Issues and Financial Modelling

- 16.1 Having adequate car parking facilities is particularly important in helping to deliver the Council's visioning that supports regeneration of the town centre, helps manage air quality and reduce congestion, whilst seeking to improve the commercial vitality of our towns, encourage greater footfall and to improve the public realm and streetscape enhancements. The supply and provision of adequate, accessible and good quality car parking is important to visitors and residents alike.
- 16.2 The quality and availability of off-street car parking, including realistic charges compared with other travel modes has an impact on the number of people visiting our towns and using the facilities they have to offer.

#### Our Towns in more detail:

##### Hadleigh

- 16.3 Hadleigh currently exhibits some parking availability pressure, with Long Stay capacity at Magdalen Road having built to high levels; it is possible that re-booking may be occurring in order to gain an all-day stay, with the 3-hour tickets currently being the only controls in the short stay car parks. Saturday afternoon stays do seem to be consistent with the morning and weekdays, and may cause overstays. Additional controls are therefore recommended.
- 16.4 Some long stay parking pressure is reported in the Railway Walk car park impacting walkers finding short term spaces, and a change to maximum stay is recommended here. For residential parking it would be advantageous to seek alternatives for the Benton Street area of Hadleigh if land were to become available.
- 16.5 There are limited on-street controls on the highway nearby if further controls are to be implemented and work with the County Council will be required to prevent parking flooding into nearby residential streets; the town should form part of a wider study, to include a review of roadside restrictions and forward planning in case there were ever any future changes, particularly to on-street parking in High Street.

**Interventions and Principles:- See Part 6 and Table 8 in Appendix A**

##### Lavenham

- 16.6 Lavenham very broadly follows the pattern found in Hadleigh, although it is to be remembered that the study was carried out in February. It is expected that a great many more tourist stays would be seen during the summer months.
- 16.7 It is recommended to make a further study of the parking demands in Lavenham – together with the Parish Council – including more seasonal leisure and tourism pressures. Casual observations during the summer months confirm that the usage and impacts, at times other than the study revealed, are higher.
- 16.8 It should be noted that an informal ‘honesty box’ approach is being operated in the two Babergh car parks in Lavenham with a request to leave £2-£3 per stay; the parking orders, which stipulate no charge, do enable the issuance of penalties (“fines”) for certain types of civil parking contravention.
- 16.9 A wider ‘Parish Partnership’ approach should be adopted for Lavenham to further the development of parking in Lavenham and make best use of the facilities and aspirations for future developments, in partnership with the Parish Council – but with

the District retaining control. A case study showing how this approach has worked elsewhere can be found in Appendix C.

**Interventions and Principles:- See Part 6 and Table 8 in Appendix A**

## **Sudbury**

- 16.10 The town, through the Vision groups, have bid and prepared pipeline business cases for external funding opportunities - including county, regional and central government relating to high street regeneration, heritage and cultural, energy and decarbonisation and active travel. Part of this includes an ambition to deliver improved cycling and walking routes across the town, especially linking Belle Vue with the Croft and Water Meadows.
- 16.11 Parking provision needs better branding, wayfinding and promotion. Feedback suggests that visitors neither know where to find parking nor the best choices for their visit. Better support for visitors is needed including wayfinding from the rail station and car parks.
- 16.12 Shoppers' car parks within the one-way gyratory in Sudbury show the greatest pressure of any in the District, and there is a need for controls in these locations in order to make the best use of the space available. Whilst these car parks are at capacity and locating a space difficult, other car parks could stand more usage.
- 16.13 Against a timeline of up to 5 years, more space may need to be made available pending all visioning and redevelopment taking place.

**Types of stay, types of provision, controls, options for charging, Interventions and Principles:- See Part 6 and Table 8 in Appendix A**

- 16.14 Belle Vue, Hamilton Road Quarter and Market Hill are the Sudbury Vision Steering Group's main focus given the recent town centre master planning and regeneration opportunities to support the economy of Sudbury. Viable redevelopment of the area, including the large area of derelict undeveloped land in Hamilton Road, requires the bus station moving to on-street stops around the town with supporting highways pinch points and junction improvements.
- 16.15 Any redevelopment or highways improvements schemes affecting the Station Road carparks and off-street lorry parking may impact on available spaces or necessitate a reconfiguration/re-marking. Also redirecting lorry parking away from town centre and exploring alternative options for market traders and coach layover will be necessary and is underway.
- 16.16 The town centre study outputs have also observed that the Girling Street/Newton Road junction suffers from capacity issues, and that the Great Eastern Road junction with Station Road (the 'Waitrose Junction') does not run smoothly. This might be alleviated further if a car park access were provided directly onto Cornard Road near the Underwood Garage.
- 16.17 Provision should be made in car parks to assist with and support the changes and investments planned, and this might include changes to car park circulation and a highway scheme to help traffic flow, and provision of other sustainable transport features such as cycle parking and e-cycle and EV charging.
- 16.18 Beside the developments and Vision programme in the town centre itself, projected population growth (e.g. at Chilton Woods) and new facilities may increase town centre usage. In addition, any future plans for a hotel in Hamilton Road area would need to rely on existing town centre parking and not create additional spaces – which could for example be supported by evening parking at Great Eastern Road (Roy's) car park.

- 16.19 The town centre as it exists is difficult for pedestrians in and around Market Hill, and with the high density of vehicles and flows (for example parked private vehicle reversing out into strategic route traffic flow). More town centre living is anticipated including elderly populations. There is no western bypass so the A131 remains high capacity and strategic network route.
- 16.20 Retail-led town centres have been in sharp decline, not just due to Covid-19, but the emergency has exacerbated the situation. With the regeneration planned, a more pedestrian friendly town centre will be one of the unique characteristics which can be built upon and a trend predicted as part of the evolution of towns – especially with Market Hill potentially being redesignated as a flexible use and pedestrian/event space. A parking scheme (for instance special season tickets) which caters for and supports town centre workers would be welcomed by traders.
- 16.21 Within the town centre it is planned to facilitate on-street bus and coach stops. Time limited/drop and pickup parking bays and new bus stops can help to improve user experience. In addition, a potential coach stop could be provided at the bottom of Market Hill (King Street side near library). With bus stops placed strategically around the town on street, and in better locations for service users, we expect reduced fuel miles for operators and a benefit for the environment.
- 16.22 In designing and branding specific areas for parking we will work with the highways authority to prioritise blue badge parking for elderly/mobility impaired in the main amenity and services areas (e.g. near banks), whilst taxis have sufficient space given constraints of town congestion and can wait anywhere that on-street controls allow, and – especially with improvements in technology – private hire vehicles can go directly to where they are called.
- 16.23 Finally, and most importantly, is the need to integrate Active Travel and sustainable transport modes. We need to promote non-car active travel and pedestrian / cycleway connectivity, and make links to and from the proposed green routeway. We are working with Suffolk County Council and partners to improve the infrastructure cyclists particularly in the towns. This improved infrastructure will include additional routes and paths as well as solar battery powered storage. Sudbury has a high level of residents (4%) that cycle to work being double the national average. Therefore, we need to ensure we have suitable provision. This infrastructure needs to be considered alongside parking need.

### **Sudbury Highway related issues**

- 16.24 The highway around the Sudbury town centre is already controlled with waiting restrictions within a 5-10-minute walk of the town centre. The details can be found at the Suffolk TraffWeb site:- <https://www.suffolktraffweb.uk/main.html>. Changes to car park controls are unlikely to have any unforeseen highway impacts.
- 16.25 There is a proposal to investigate resident parking on-street, which would fit in well with these proposals to better manage the car parks.
- 16.26 The geography of Sudbury must also be a factor with Market Hill and the one-way system providing a barrier to circulation around town and between car parks. This may also be a factor in congestion and air quality issues.

### **North Street, Girling Street and Mill Lane car parks**

- 16.27 Most stays in the shopper's car parks on a weekday were comparatively short events, with some longer stays taking up bays for longer durations. Remember that the study was conducted in February and represents a 'best case' in terms of occupancy – it is suggested that the car park would be more congested at different points in the year.

- 16.28 North Street and Girling Street car parks are reaching the capacity where locating a space is found to be more difficult. These car parks should be branded for shoppers' use only and the maximum stay tailored to suit. Mill Lane car park has very specific issues and has the potential to be resident permit only.
- 16.29 The Mill Lane car park should be reconfigured and given over for the use of residents at all times since there are some specific issues and concerns relating to car park charging at this location and air quality management issues locally – and this site should be given over to resident permit parking only.
- 16.30 Shoppers' car parks with a 5-10-minute walk – those in Gt Eastern Road, have more capacity to take further traffic, although there are some redevelopment options for parts of this site which may compromise capacity in the medium term. The car parks including long stay are further from the centre and appear to have sufficient capacity – aside from the Station car park.
- 16.31 Consideration could be given to increasing controls or introducing daytime charging – in both North Street and Girling Street in order to encourage additional use of the alternative locations in Station Road (Kingfisher).
- 16.32 The current ticketing arrangement could encourage the practice of re-booking at lunchtime to gain a full day stay, clogging up spaces which could be used by shoppers to increase footfall, and it is recommended to increase the level of controls to protect the spaces available for shoppers.

#### **Great Eastern Road and Station Road car parks**

- 16.33 Usage is such that, when a customer arrives, there is likely to be space to park, although at busy times – especially during the morning – there may be a search.
- 16.34 Consideration could be given to increasing controls, especially on Saturday afternoons, to encourage lunchtime turnover and discourage space blocking through stays into the afternoon after needing a 3-hour ticket only until 12 noon.
- 16.35 The rail station car park should remain long stay only, as now but reflect at least the same tariff as other locations. Tariffs should also take into consideration the comparison with the average cost of a middle-distance bus fare.
- 16.36 The stay data shows that peak usage is between 11am and 3pm, and that most stays are comparatively short events. Some longer stays were however found to be blocking up spaces in the shopper's car parks. It is therefore recommended to introduce Saturday afternoon controls.
- 16.37 It is also recommended to increase patrols of the car parks and consider introducing additional controls in the shopper's car parks closest to the town centre, as alternative capacity exists nearby.
- 16.38 Any income from any charging if it were considered for introduction could be used to offset additional patrols and improvements to the general car park environment, and also offset the additional costs which would need to be considered arising from changes including machine adaptation, tariff board updating and any ongoing cash collection.

#### **Resident usage overnight**

- 16.39 Residents' car parks are provided in outlying areas and most seem to have sufficient capacity, although Ballingdon Street and the Blackfriars car parks do reach capacity overnight. There may be capacity to offer Resident Season Tickets for overnight usage in other public car parks – the only conflicting usage being weekends, and especially Saturdays, when capacity must be carefully planned.



16.40 The Mill Lane car park should be reconfigured and given over for the use of residents at all times. Thought should be given as to the reconstruction of some off the poor facilities for residents, possibly leading to increased usage.

<b>Location</b>	<b>Sold</b>
Station Road, Sudbury (Kingfisher Leisure Centre)	33
The Station, Sudbury	75
Magdalen Street, Hadleigh	33

16.41 We currently do not have any permits on the waiting list.

16.42 The price for season tickets is set in the schedule to the parking order – this needs to keep pace with the daily tariff (all day parking) but be representative of proportionate use – e.g. 180 days or 220 days p.a. allowing for leave and weekends.

### **Outlying car parks**

16.43 Fewer issues were found with the other, smaller car parks – such as that at Lower Holbrook.

16.44 The small car park at Pin Mill was found to be near capacity on some occasions and there is a recommendation to increase the fees charged here which are otherwise very low at just 30p/hour, considering the tourist nature of much of the casual parking, in order to encourage turnover and the use of alternatives. It is recommended to increase the charge to 50p/hour. It is of note that this is the only car park that fully covers its costs.

16.45 There is a recommendation to review the provision at Pin Mill to see if there may be scope to increase the size of the parking area.

**Interventions and Principles:- See Part 6 and Table 8 in Appendix A**

### **To build for the peak, or build for the average?**

16.46 At some points in the year, the car parks may become full – but on many other days the reserve capacity stands empty and is of no use. It is suggested elsewhere that excess capacity can be put to better use by selling overcapacity for other uses.

There is an important balance to be struck, and an appropriate mixture of spaces for the desired uses – together with proportionate controls – must be provided and explored in a future strategy study.

## Appendix E – EQIA

Details	
<b>Service or policy title</b>	Town Centre Parking Babergh District – Cabinet Report 07/01/2021
<b>Lead officer</b>	Cassandra Clements – Assistant Director of Environment and Commercial Partnerships
<b>Officers carrying out the EQIA</b>	Oliver Faiers – CM Waste & Fleet Belinda Bryan – Project and Research Officer
<b>Is this new or a revision?</b> <i>(If revision state when previous EQIA undertaken)</i>	Service revision: review of Babergh DC Town Centre Parking arrangements as set out in the body of the committee report
<b>Is this the first time this policy or function has been assessed?</b>	Yes
<b>Date of completing this EQIA</b>	14 <sup>th</sup> December 2020

Description
<p><b>What exactly is proposed?</b> As set out in committee report Section 1</p>
<p><b>Why?</b> To make appropriate interventions on parking management and maintenance which balance traffic management and environmental impacts with the need to provide parking for residents, visitors, and workers. To support the Vision and Invest programs in the key towns and enhance investment opportunities for developing the town centres, ensuring future vibrancy and sustainability, and to maintain parking stock and assets in good condition.</p>
<p><b>What will the effect of the changes be?</b></p> <p><b>Key recommendations:</b></p> <p>To resolve to fund and undertake a more in-depth Parking Review to inform the councils Future Parking Strategy for each town centre. The scope to be delegated to the AD for Environment &amp; Commercial Partnerships in consultation with the Cabinet Member for Environment.</p> <p>To resolve with effect from 01 July 2021 the immediate parking management principles required for each town to support behaviour change and visioning.</p> <p>To resolve with effect from 01 July 2021 the immediate parking management interventions required to control specific locations to support behaviour change and visioning.</p> <p>To resolve to manage capacity and occupancy priorities through the implementation of additional controls or tariffs and district car parks, and to set the appropriate control or</p>

<p>tariff for each car park location (subject to any onward Statutory Order Process or Consultation which may apply).</p> <p>To resolve to implement residential parking permits in other car parks for overnight stays where appropriate, acknowledging and supporting recommendations to extend On-Street Residential Parking in Sudbury by the County Council.</p> <p>To resolve to divert a proportion of any income generated towards supporting car park maintenance, signage improvements, wayfinding, branding, and machine upgrades to enable convenient and contactless payment.</p> <p>To resolve to divert a proportion of income generated towards the sustainable travel agenda.</p>
<p><b>How will it be implemented?</b>  Report to BDC Cabinet 07/01/2020 with and implementation date of 01/07/2020 (short stay charging)</p>
<p><b>When is it due to start?</b> <i>(Planned start of new/revised policy/service)</i></p>
<p><b>Any other relevant details</b>  All relevant information can be found in the body of the committee report</p>

<p><b>Data about the population</b></p> <p><b>What is the demographic profile or make up of the community you are service?</b></p> <p>Suffolk Observatory Data for Babergh District Council:</p> <p><a href="https://www.suffolkobservatory.info/equality-impact-assessment/report/view/098b39eb72944210bb83bdee89eb4f78/E07000200">https://www.suffolkobservatory.info/equality-impact-assessment/report/view/098b39eb72944210bb83bdee89eb4f78/E07000200</a></p>
<p><b>What is the profile or make up of your service users by protected characteristics?</b></p> <p>Users of Town Centre Parking in the Babergh District will be made up of both residents and visitors. We are not able to accurately profile the demographic of our Car Park users.</p>

<b>Implications for communities and workforce</b>	
<b>Disability</b>	
What is the impact on people with a disability (including children with additional needs) and what evidence do you have? <i>(If you do not believe there is any impact describe why not)</i>	<p>People with a physical mobility disability may find it more difficult to navigate into and out of car parks and carry out routine tasks e.g. shopping.</p> <p>Some people with certain disabilities such as limb problems may find it difficult to use car park machinery such as taking a ticket on entry or using a pay and display machine.</p> <p>Those on Low Income may struggle to afford parking prices, this may deter them from regularly using the car parks.</p>
How does it have a positive or negative impact?	Positive - Improvements to the service will benefit all groups
What could be done to mitigate any adverse impact or further promote positive impact?	<p>Review of parking spaces allocation; ensuring adequate provision of disabled parking, spaces are of appropriate size and accessibility to be considered as part of the improvements we have planned (e.g. to surfaces, removing steps, improved signage taking into account all users).</p> <p>Blue Badge Holders will not be charged for parking in designated disabled bays, no change from current policy.</p> <p>A review of parking arrangements including a charging tariff to encourage different behaviours should help free up more available parking.</p> <p>By applying the policy and changes to service provision and charging fairly and equitably to all vehicle owners who use the car parks</p>
<b>Age</b>	
What is the impact on people of different ages and what evidence do you have? <i>(If you do not believe there is any impact describe why not)</i>	Due to reduced mobility, some older people may find it more difficult to navigate into and out of car parks.
How does it have a positive or negative impact?	A review of the service and car parking arrangements will have a positive impact.
What could be done to mitigate any adverse impact or further promote positive impact?	A review of parking spaces allocation ,ensuring adequate provision of spaces that are of appropriate size and accessibility to be considered as part of the improvements we have planned (e.g. to surfaces,

	removing steps, improved signage and taking into account all users).
<b>Sex (gender)</b>	
What is the impact on people of different genders and what evidence do you have? <i>(If you do not believe there is any impact describe why not)</i>	No differential impact anticipated
How does it have a positive or negative impact?	
What could be done to mitigate any adverse impact or further promote positive impact?	By applying the policy and changes to service provision and charging fairly and equitably to all vehicle owners who use the car parks
<b>Gender reassignment</b>	
What is the impact on people who have undergone gender reassignment (i.e. transgender people) and what evidence do you have? <i>(If you do not believe there is any impact describe why not)</i>	No differential impact anticipated
How does it have a positive or negative impact?	
What could be done to mitigate any adverse impact or further promote positive impact?	By applying the policy and changes to service provision and charging fairly and equitably to all vehicle owners who use the car parks
<b>Marriage/civil partnership</b>	
What is the impact on people who are married or in a civil partnership and what evidence do you have? <i>(If you do not believe there is any impact describe why not)</i>	No differential impact anticipated
How does it have a positive or negative impact?	
What could be done to mitigate any adverse impact or further promote positive impact?	By applying the policy and changes to service provision and charging fairly and equitably to all vehicle owners who use the car parks
<b>Pregnancy/maternity</b>	
What is the impact on people who are pregnant women or those with a young child and what evidence do you have?	Some pregnant women and those with small children may find it hard to get in and out of a car within a normal width parking bay.

<i>(If you do not believe there is any impact describe why not)</i>	
How does it have a positive or negative impact?	Positive - Improvements to the service will benefit all groups
What could be done to mitigate any adverse impact or further promote positive impact?	Reviewing and ensuring provision of designated 'Parent and Child' spaces
<b>Race</b>	
What is the impact on people from different races or ethnic groups and what evidence do you have? <i>(If you do not believe there is any impact describe why not)</i>	No differential impact anticipated
How does it have a positive or negative impact?	
What could be done to mitigate any adverse impact or further promote positive impact?	By applying the policy and changes to service provision and charging fairly and equitably to all vehicle owners who use the car parks.
<b>Sexual orientation</b>	
What is the impact on people according to their sexual orientation and what evidence do you have? <i>(If you do not believe there is any impact describe why not)</i>	No differential impact anticipated
How does it have a positive or negative impact?	
What could be done to mitigate any adverse impact or further promote positive impact?	By applying the policy and changes to service provision and charging fairly and equitably to all vehicle owners who use the car parks
<b>Religion/belief</b>	
What is the impact on people according to their religion or belief and what evidence do you have? <i>(If you do not believe there is any impact describe why not)</i>	No differential impact anticipated
How does it have a positive or negative impact?	
What could be done to mitigate any adverse impact or further promote positive impact?	By applying the policy and changes to service provision and charging fairly and equitably to all vehicle owners who use the car parks.

<b>Rurality</b>	
Where people live is not a characteristic protected by law: but for Babergh and Mid Suffolk District Councils it is good practice to consider carefully how location may affect people's experience of a policy or service.	
What is the impact on people according to whether they live in an urban or rural environment and what evidence do you have? <i>(If you do not believe there is any impact describe why not)</i>	Those living in rural areas may have fewer transport options when accessing services and may therefore need to use a car.  The review aims to optimize parking availability
How does it have a positive or negative impact?	Charging will have an adverse impact on those who have to use a car to access town centres. The promotion of sustainable transport alternatives may have a positive impact.
What could be done to mitigate any adverse impact or further promote positive impact?	By applying the policy and changes to service provision and charging fairly and equitably to all vehicle owners who use the car parks. Improvements to car parks will have a positive impact on all users.

<b>Making Decisions</b>	
Having completed this equality impact assessment indicate which decision is recommended to be taken.	
Should the policy or service be implemented as the correct course of action?	Yes
Should the policy or service be amended as suggested by the report so that mitigating actions are taken to address an adverse or negative impact on any characteristic?	No
Should the policy or service be reviewed and revised more significantly to take into account its impact on different groups?	No
Should the policy or service not be actioned as there are too many negative impacts?	No

<b>Monitoring Impact</b>	
Assessing the impact on equality is an ongoing process that does not end once a policy or service had been agreed or implemented.	
How frequently will the policy or service be reviewed?	This service review and recommended changes are the start of a wider and more comprehensive service review to complete a 5-year Parking Strategy. This work will start in Q1 2021 and complete in 2022.
Who will be involved?	The 5- year Strategy work will include consultation with all stakeholders
Will there need to be an action plan completed for any amendments?	To be included in the strategy.
What further evidence or consultation will be needed to check that the policy or service is working well?	The implementation and impact of changes will be monitored throughout the process.

<b>Completion</b>	
Authors signature	<i><b>Oliver Faiers</b></i> <i><b>Belinda Bryan</b></i>
Date of completion	14/12/2020

Additional sources of data can be found on the following links:

<http://www.suffolkobservatory.info/Default.aspx>

<http://www.nomisweb.co.uk/>

<https://www.ons.gov.uk/>

<http://suffolkcf.org.uk/publications/hidden-needs-2016/>

<https://www.nao.org.uk/>



# Agenda Item 10

## BABERGH DISTRICT COUNCIL

<b>TO:</b> Cabinet	<b>REPORT NUMBER:</b> BCa/20/21
<b>FROM:</b> Councillor John Ward, Cabinet Member for Finance	<b>DATE OF MEETING:</b> 7 January 2021
<b>OFFICER:</b> Katherine Steel, Assistant Director, Corporate Resources	<b>KEY DECISION REF NO.</b> CAB251

### FEES AND CHARGES 2021/22

#### 1. PURPOSE OF REPORT

- 1.1 This report presents the 2021/22 proposed fees and charges for a range of services provided by the Council, including charges for services governed by statute and charges for discretionary services.
- 1.2 The approved fees and charges will be built into the draft 2021/22 budget.

#### 2. OPTIONS CONSIDERED

- 2.1 The options that have been considered are;
  - a) To review and approve the proposed changes to the fees and charges for the forthcoming financial year (recommended) or,
  - b) To leave them at the current year's level

#### 3. RECOMMENDATION

- 3.1 That the proposed Fees and Charges for 2021/22 as shown in Appendix A be approved.

#### REASON FOR DECISION

**To ensure that the Council achieves sufficient income and thereby reduces subsidy on non-essential services which may compromise the Councils ability to fund statutory services.**

#### 4. KEY INFORMATION

##### Introduction

- 4.1 Fees and charges are an important source of income to the Council, enabling important services to be sustained and provided. In 2021/22 Babergh's fees and charges are budgeted at £4.0m, which is 12% of the Councils gross expenditure. In order to sustain the delivery of services in the future this revenue is essential.

- 4.2 One of the key themes in the medium-term financial strategy is income generation and to achieve a robust financial strategy. With reducing Government funding, the stability and growth in the Councils fees and charges is a major part of delivering this strategy.
- 4.3 The Council provides a wide range of services for which it has the ability to make a charge – either under statutory powers (set by the Government) or discretionary (set by the Council). Fees and charges fall into three categories:
- 4.4 **Statutory prohibition on charging:** Local authorities must provide such services free of charge at the point of service. Generally, these are services which the authority has a duty to provide.
- 4.5 **Statutory charges:** Charges are set nationally, and local authorities have little or no opportunity to control such charges. These charges can still contribute to the financial position of the Authority. Income cannot be assumed to increase in line with other fees and charges.
- 4.6 **Discretionary charges:** Local authorities can make their own decisions on setting such charges. Generally, these are services that an authority can provide but is not required to provide.

## 5. IMPACT OF COVID19 ON SALES, FEES, AND CHARGES

- 5.1 The financial impact of COVID19 on the Councils finances has been an evolving picture throughout 2020/21. Government have responded by providing additional financial support to local authorities to help cover additional costs incurred and compensation for loss of income.
- 5.2 Government recognised that COVID19 had severely impacted local authorities ability to generate revenues in several service areas as a result of lockdown, government restrictions and social distancing measures, related to the pandemic. In August 2020 they responded by offering a new, one-off income loss scheme to compensate for irrecoverable and unavoidable losses from sales, fees and charges income generated in the delivery of services, during 2020/21. As part of the Spending Review announcements in November this scheme has been extended to the first quarter of 2021/22.
- 5.3 The scheme involves a 5% deductible rate, whereby authorities absorb losses up to 5% of their planned 2020/21 sales, fees and charges income, with Government compensating them for 75p in every pound of relevant loss thereafter. Commercial income was excluded from the definition of eligible losses.
- 5.4 For Babergh the position as reported in the quarter 2 financial monitoring was a projected loss of £1.2m. The full year forecast compensation from Government to cover this is estimated at £420k.
- 5.5 The main reductions in income streams are:
- **Trade and Garden waste,** all invoices and recovery action were put on hold at the start of the financial year due to COVID19. Some trade waste services continued but the garden waste service was suspended until the middle of May 2020. Invoice processing and recovery is now back to normal.

- **Car parking machines** were disabled (covered) at the start of lockdown as was the case across the country with the service resuming at the beginning of July 2020. The use of car parks has however continued to be negatively impacted.
- **Planning income** has been impacted due to a reduction in planning applications from April 2020 to September 2020, compared to the previous year.

5.6 These income streams have been reviewed as part of the 2021/22 budget setting and car parking is the only area the Council is anticipating seeing a continuation of a loss of income, and to that effect, have budgeted for a 30% reduction on the 2020/21 budget.

5.7 The position will continue to be monitored throughout the year through the monthly budget monitoring process and reported in the quarterly financial monitoring reports to Cabinet.

## 6. PROPOSED FEES AND CHARGES 2021/22

6.1 This report sets out the proposed fees and charges for 2021/22 for a range of services provided by the Council. The Council regularly reviews and revises its rates for fees and charges so that either all or a proportion of the cost of service provision can be met and built into the Revenue Budget accordingly.

6.2 The fees and charges set out in this report have been built into the Draft General Fund Budget 2021/22.

6.3 It should be noted that if the increases in charges are too high, income levels may drop due to customer resistance and affordability for the customer. Usage and uptake of services needs to continue at optimum levels to support funding of increasing service costs, including administration and contract uplifts where applicable. Failure to achieve sufficient income and thereby reduce subsidy on non-essential services may compromise the Councils ability to fund statutory services and savings may need to be made elsewhere in the budget to mitigate a loss of income.

6.4 The charges set out are inclusive of value added tax (VAT) at the current rate, where appropriate.

6.5 The total income from the proposed fees and charges for 2021/22 is £3.965m compared to £3.708m in 2020/21, an increase of £256k or 6.9%. A detailed breakdown by service area can be found in Appendix B.

6.6 Service Managers have reviewed the fees and charges for their relevant areas and are confident that where changes are proposed these are reasonable increases in terms of benchmarking against others. The proposed detailed schedule of fees and charges for 2021/22 is shown in Appendix A.

6.7 The proposed changes for 2021/22 are summarised below;

### 6.8 Statutory Charges

Licensing

- Destruction of surrendered food certificates - 3% increase (£3)
- Sampling private water drinking supplies – 15% increase (£10)
- Food Hygiene Rating (FHRS) rescore visits – 3% increase (£3)
- Dangerous Wild Animal Licence - 3% increase (£10)
- Zoo licence – 3% increase (£15)
- Skin Piercing – 3% increase (£5)
- Private water supplies – sampling 21% increase (£13)

#### Green Environment

- Litter Bins and Dog Bins charge to Town and Parish Councils – 3% increase (£1.08 and £1.26 respectively)

### 6.9 Discretionary Charges

Car Parking Proposed charges as follows:

Location	Car parks	Type		
Sudbury	North Street, Girling Street	Shoppers	30 min .free	
		short stay	1 hour £0.50	
		Max. 3 hrs	2 hours £1.00	
			3 hours £2.00	
	Great Eastern Road	Short stay		30 min .free
				1 hour £0.50
				2 hours £1.00
				3 hours £2.00
				All day £4.00
	Station Road, Stour Street	Short and long stay		30 min .free
				1 hour £0.50
				2 hours £1.00
				3 hours £1.50
	The Station	Long Stay		All day £4.00
			2 hours £1.00	
			4 hours £2.00	
			6 hours £3.00	
Mill Lane		All day £4.00		
Hadleigh	Magdalen Road	Long Stay	Change to be available for Residents Only	
	Stonehouse Road	Short and long stay	All day £4.00	
			30 min .free	
			3 hours £1.00	
	Magdalen Road, High Street, Toppesfield Hall	Short stay	All day £4.00	
			30 min .free	
			3 hours £1.00	
Railway Walk	Short stay	Changed to maximum stay for local use		
		Max. 3 hrs	3 hours .free	
Chelmondiston		Local	Changed to 50p per hour	
Pin Mill		parking		
Lavenham			No changes to existing.	
car parks		All car parks	To research further in future as part of Strategy work.	
All other car parks		All car parks	No changes to any existing including any not shown above.	

## Household Waste

- Bulky Item Collections – 3% increase (£1.25)
- Garden Waste Collection New – 4% increase (£2.50)
- Garden Waste Collection Renew – 5% increase (£2.50)
- Larger Bins – 3% increase (£1.00)
- Replacement Missing Bins – 3% increase (£1.00)
- Additional Waste Sacks – 4% increase (£0.03)
- New Set of Bins – 3% increase (£1.75)

## **7. LINKS TO JOINT CORPORATE PLAN**

- 7.1 Ensuring that the Council makes best use of its resources is what underpins the ability to achieve the 6 corporate strategic priorities set out in the Corporate Plan, and ensuring the Council has a robust financial strategy. One of the key themes in the Medium-Term Financial Strategy is increasing the Councils income.

## **8. FINANCIAL IMPLICATIONS**

- 8.1 The increase in fees and charges income will either have been included in the Draft General Fund budget 2021/22 as a saving or be used to offset the operational costs of the service, for example, the inflationary increases in running costs.

## **9. LEGAL IMPLICATIONS**

- 9.1 Local authorities have a variety of powers to charge for specific statutory services set out in statute.
- 9.2 The Local Government Act 2003 also provides a power to trade and a power to charge for discretionary services, the latter on a cost recovery basis. The power to charge for discretionary services is not available to local authorities if there is a statutory duty to provide the service or if there is a specific power to charge for it or if there is a prohibition on charging.
- 9.3 Additionally, the Localism Act 2011 provides local authorities with a general power of competence that confers on them the power to charge for services but again subject to conditions/limitations similar to those noted above.
- 9.4 Where authorities have a duty to provide a statutory service free of charge to a certain standard, no charge can be made for delivery to that standard, however delivery beyond that point may constitute a discretionary service for which a charge could be made.
- 9.5 All items/services listed in the appendices are pursuant to a power to provide the relevant service whether it is provided because of a statutory obligation to do so, or on a discretionary basis where the authority is not obliged to provide the service but can choose to do so. In relation to the latter, an authority charging for such services would do so on a cost recovery basis, pursuant to the Local Government Act 2003/Localism Act 2011.

## 10. RISK MANAGEMENT

10.1 This report is most closely linked with the Councils' Significant Risk No.13 – We may be unable to react in a timely and effective way to financial demands and also Corporate Risk No. SE05 – if the Finance Strategy is not in place with a balanced position over the medium term the Councils will not be able to deliver the core objectives and service delivery may be at risk of not being delivered.

10.2 Other key risks are set out below:

<b>Risk Description</b>	<b>Likelihood</b>	<b>Impact</b>	<b>Mitigation Measures</b>
If the increases proposed adversely affect demand for the service, the Council may suffer a loss of income and will not recover the costs of providing the service.	Unlikely (2)	Noticeable (2)	Fees and charges will be monitored through the monthly budget monitoring
If Covid19 continues to impact on fees and charges income into 2021/22 and the Government does not extend its sales, fees, and charges scheme then the Council may suffer a loss of income.	Probable (3)	Bad (3)	Fees and charges will be monitored through the monthly budget monitoring

## 11. CONSULTATIONS

11.1 The relevant Portfolio Holders and Councillors have been consulted on any significant areas of increase or change to fee and charges. The need for wider consultation when increasing fees and charges is reviewed by each Corporate Manager and relevant Assistant Director, none of the proposed increases in this report have resulted in a need for wider consultation.

## 12. EQUALITY ANALYSIS

12.1 An equality impact assessment will be undertaken by each Assistant Director for any significant changes within these fee and charges proposals.

## 13. ENVIRONMENTAL IMPLICATIONS

13.1 The use of fees and charges can influence behaviour that will in turn have a positive impact on the environment. Corporate Managers will consider this impact as part of their service strategies.

**14. APPENDICES**

<b>Title</b>	<b>Location</b>
Appendix A - Fees and charges schedule 2021/22	Attached
Appendix B – Fees and charges by service 2021/22 compared to 2020/21	Attached

**15. BACKGROUND DOCUMENTS**

Draft General Fund Budget 2021/22 and four-year outlook

General Fund Financial Monitoring 2020/21 – Quarter 2 BCa/20/11

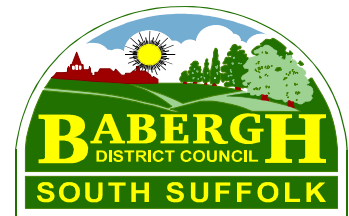
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# FEES AND CHARGES SCHEDULE 2021/22





## CHARGES SCHEDULE FOR 2021/22

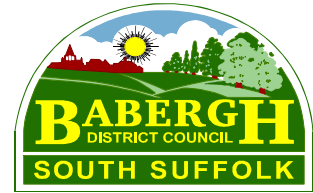
Generally any increase in fees and charges will take effect from 1st April each year. Details of variations from this date, for example, where a fee or charge is governed by statute, are included in this schedule.

The current standard rate of Value Added Tax (VAT) is 20%. The schedules for fees and charges show whether VAT is applicable

### VAT Code Key

VAT	VAT applicable
NA	VAT not applicable
EXEMPT	VAT exempt

# BABERGH DISTRICT COUNCIL



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Section M - Energy performance and assesment

Section N - CIL

STATUTORY CHARGES	2020/21	2021/22	VAT Status	Notes
	Total Charge inc VAT where applicable (£)	Total Charge inc VAT where applicable (£)		

## 1.0 LICENSING

### 1.1 CHARGES FOR INSPECTIONS

Food export certificate	85.00	85.00	VAT
Destruction of surrendered food certificate - plus £50 per hour or part hour for time spent processing condemnation plus cost of disposal	142.00	146.00	non VAT
Sampling private water drinking supplies - per visit, additional fee according to parameters of sample. Please ask for further information	65.00	75.00	non VAT
Food Hygiene Rating (FHRS) rescore visits	105.00	108.00	non VAT

### 1.2 CHARGES FOR LICENSING

#### Animal Welfare

Dangerous Wild Animal Licence *	305.00	315.00	non VAT
Zoo licence Application *	520.00	535.00	non VAT
Zoo licence - New * (4 year licence)	520.00	536.00	non VAT
Zoo licence - Renewal * (6 year licence)	782.00	805.00	non VAT

\* plus Vets Inspection Fee - recovery of costs

Animal Welfare Licences - please visit the  
Council's website for further details

<https://www.babergh.gov.uk/business/licensing/dog-breeding-establishments/>

Section A

#### Skin Piercing

Registration for skin piercing (tattooing, electrolysis, ear piercing etc)			
- for new person or premises	165.00	170.00	non VAT
- for additional practitioners at existing premises	117.00	120.00	non VAT
- for existing practitioners moving into new unregistered premises	117.00	120.00	non VAT

#### Licensing Act 2003 (Alcohol, Entertainment and Late Night Refreshment)

TENS - Temporary Event Notices	21.00 per TEN	21.00 per TEN	
Premises Licences inc annual fee	VARIABLE	VARIABLE	
Club premises inc annual fee	VARIABLE	VARIABLE	
DPS Variation/Community DPS	23.00	23.00	
Transfer	23.00	23.00	
Notice of Interest	21.00	21.00	
Copy or replace licence	10.50	10.50	
Personal licences	37.00	37.00	

#### Street Trading

Please contact our Customer Services Team  
**0300 1234000**

### 1.3 SCRAP METAL DEALERS

Collector NEW	422.00	422.00	
Collector RENEW	344.00	344.00	
Site NEW	684.00	684.00	
Site RENEW	606.00	606.00	

### 1.4 LOCAL AUTHORITY POLLUTION PREVENTION & CONTROL (LAPPC)

Please visit the Council's website for further  
details

<https://www.babergh.gov.uk/assets/Environment/EP-Fees-2020-21.pdf>

non VAT

Section B

### 1.5 PRIVATE WATER SUPPLIES

Risk Assessment	Typical cost 200.00 - 250.00	Typical cost 200.00 - 250.00	non VAT
Sampling	62.00	75.00	
Investigation of problems with PWS £52 an hour			
Administration £52 an hour			

STATUTORY CHARGES	2020/21	2021/22	VAT Status	Notes
	Total Charge inc VAT where applicable (£)	Total Charge inc VAT where applicable (£)		
<b>2.0 PLANNING</b>				
<b>2.1 - 2.7 PLANNING</b>				
Please visit the Council's website for further details	<a href="https://ecab.planningportal.co.uk/uploads/english_application_fees.pdf">https://ecab.planningportal.co.uk/uploads/english_application_fees.pdf</a>		non VAT	Section C
Please visit the Council's website for further details	<a href="https://www.midsuffolk.gov.uk/assets/DM-Planning-Uploads/Fees-for-pre-app-web-version2.pdf">https://www.midsuffolk.gov.uk/assets/DM-Planning-Uploads/Fees-for-pre-app-web-version2.pdf</a>			Section D
<b>3.0 BUILDING CONTROL</b>				
Please visit the Council's website for further details	<a href="https://www.midsuffolk.gov.uk/building-control/building-regulations/building-regulations-charges/">https://www.midsuffolk.gov.uk/building-control/building-regulations/building-regulations-charges/</a>		non VAT	Section E
Property Name Change -per request	100.00	100.00	non VAT	£103 1 plot, £206 2-5 plots, £309 6-10 Plots, £515 11-20 Plots, £1,030 21-50 Plots, £1,545 51-100 Plots, 101+ plots £10 per plot + £1,545
New developments	Various	Various	non VAT	
<b>4.0 LAND CHARGES</b>				
Please visit the Council's website for further details	<a href="https://www.babergh.gov.uk/planning/land-charges">https://www.babergh.gov.uk/planning/land-charges</a>		VAT	Section F
<b>5.0 GREEN ENVIRONMENT</b>				
<b>5.1 DOG CONTROL</b>				
Statutory penalty, see Discretionary charges for Admin fee	25.00	25.00	non VAT	
Please visit the Council's website for further details	<a href="https://www.babergh.gov.uk/environment/dog-control/lost-and-found/">https://www.babergh.gov.uk/environment/dog-control/lost-and-found/</a>			Section J
<b>5.2 BINS</b>				
Litter Bins	36.05	37.13		per annum - charges made to Town and Parish Councils
Dog Bins	42.23	43.49		
<b>5.3 ABANDONED VEHICLES</b>				
Please visit the Government's website for further details	<a href="http://www.legislation.gov.uk/uksi/2008/2095/regulation/4/made">http://www.legislation.gov.uk/uksi/2008/2095/regulation/4/made</a>			Section G
Please visit the Council's website for further details	<a href="https://www.babergh.gov.uk/assets/Environment/abandonedvehicles.pdf">https://www.babergh.gov.uk/assets/Environment/abandonedvehicles.pdf</a>			Section G - Removal, storage and disposal costs depends on size and vehicle load
<b>6.0 RESOURCES</b>				
<b>6.1 SALE OF ELECTORAL ROLL</b>				
Copies of full register for entitled access only	131.00	126.50		Based on register size (price per elector) as at 01.12.20 £21.50p per month for 9 months.
Monthly Updates	193.50	193.50		
General Public copy of edited register	66.50	62.00		

DISCRETIONARY CHARGES	2020/21	2021/22	VAT Status	Notes
	Total Charge inc VAT where applicable (£)	Total Charge inc VAT where applicable (£)		

## 1.0 COMMUNITY HEALTH

### 1.1 HACKNEY CARRIAGE/PRIVATE HIRE VEHICLES CHARGES

#### Taxi & Private Hire - Drivers, Vehicles and Operators

Hackney Carriage New	344.50	344.50		
Hackney Carriage Renewal	344.50	344.50		
Hackney Carriage Change	VARIABLE	VARIABLE		
Private Hire Vehicle New	319.50	319.50		
Private Hire Vehicle Renewal	319.50	319.50		
Private Hire Vehicle Change	VARIABLE	VARIABLE		
Combined HC/PHV Driver New	153.50	153.50		
Combined HC/PHV Driver Renew	104.50	104.50		
Operator Licence New	VARIABLE	VARIABLE		(Price ranges from £137.50 to £430.00)
Operator Licence Renewal	VARIABLE	VARIABLE		
Vehicle Plate (cost if lost etc)	22.00 (rear) 8.00 (interior)	22.00 (rear) 8.00 (interior)		
Vehicle Plate Bracket	20.00	20.00		
Transfer of Vehicle Licence	45.00	45.00		
Vehicle Change from PHV to HC	45.00	45.00		Plus test fee, if appropriate
Vehicle Change from HC to PHV	45.00	45.00		
Temporary Vehicles HC	124.00 to 197.00	124.00 to 197.00		
Temporary Vehicles PHV	121.00 to 192.00	121.00 to 192.00		
Change of Name	15.00	15.00		
Change of Address	15.00	15.00		
Replacement licence Paper/Badge of Drivers				
Licence or Paper/Interior Licence of Vehicle	12.00	12.00		
Drivers Knowledge Test	20.00	20.00		
Drivers Knowledge Test (Re-Test)	20.00	20.00		
Licence reissued after suspension	15.00	15.00		
HC Fare Tariff Card	5.00	5.00		
HC Meter Calibration Check	25.00	25.00		

### 1.2 PREMISES LICENCES (GAMBLING ACT 2005)

#### Small Lotteries (part of Gambling Act 2005)

Lottery NEW	40.00	40.00
Lottery RENEWAL	20.00	20.00

#### Gambling premises & permits

Betting shop NEW	3,000.00	3,000.00
Betting shop RENEW	600.00	600.00
Notification of 2 machines	50.00	50.00
Alcohol Premises GMP	150.00	150.00
Club Machine or Gaming Permit	200.00	200.00

## 2.0 COMMUNITY ACCESS

### 2.1 CAR PARKING

Car Parking Charges - please visit the Council's website for further details	<a href="https://www.babergh.gov.uk/environment/parking/">https://www.babergh.gov.uk/environment/parking/</a>	Section H
Permits - please visit the Council's website for further details	<a href="https://www.babergh.gov.uk/communities/parking/season-tickets-and-parking-permits/">https://www.babergh.gov.uk/communities/parking/season-tickets-and-parking-permits/</a>	Section H
	25.00 for a month, 70.00 for 3 months or 250.00 for 12 months	
Pin Mill Residents' Car Park by licence agreement	196.22 per annum payable by DD quarterly	

DISCRETIONARY CHARGES	2020/21	2021/22	VAT Status	Notes
	Total Charge inc VAT where applicable (£)	Total Charge inc VAT where applicable (£)		
<b>3.0 HOUSING</b>				
<b>3.1 HOUSES OF MULTIPLE OCCUPATION LICENCES</b>				
License cost	551.00	551.00		
<b>3.2 AMENITY CHARGES FOR BED &amp; BREAKFAST ACCOMMODATION</b>				
B&B rate	10.00 per week	10.00 per week		
<b>3.3 MOBILE HOME FEE POLICY</b>				
Please visit the Council's website for further details	<a href="https://www.babergh.gov.uk/assets/Business/Park-homes-and-caravans-licensing/Mobile-Homes-Fee-">https://www.babergh.gov.uk/assets/Business/Park-homes-and-caravans-licensing/Mobile-Homes-Fee-</a>			Section I
<b>4.0 GREEN ENVIRONMENT</b>				
<b>4.1 HOUSEHOLD WASTE</b>				
Bulky Item Collections	42.50	43.75	Exempt	Up to five items or 10 bags of household refuse/garden waste
Garden Waste Collection New	57.50	60.00	Exempt	Annual Charge
Garden Waste Collection Renew	52.50	55.00	Exempt	
Hazardous Waste Collection (25 wkg days)	48.16	48.16		DIY products such as varnishes, Flammable liquids, Garden chemicals or pesticides, Household cleaning products and chemicals, Motoring products such as antifreeze, Poisons such as rat or mouse
Hazardous Waste Collection (10 wkg days)	55.49	55.49		
Bonded Asbestos Collection (25 wkg days)	80.17	80.17		Up to 50kgs
Bonded Asbestos Collection (10 wkg days)	87.50	87.50		
Larger Bins	35.00	36.00	Exempt	If entitled to a larger bin, refuse bin charge. Recycling bin no charge
Replacement Missing Bins	35.00	36.00	Exempt	Refuse bin, no charge for recycling bin
Additional Waste Sacks	0.10	0.10	VAT	Clear recycling sacks per sack
Additional Waste Sacks	0.67	0.70	VAT	
Additional Waste Sacks	1.05	1.00	VAT	
Business Waste Services	QUOTED PRICE	QUOTED PRICE	Exempt	Contact Waste department
Medical And Clinical Collections	FREE	FREE	non VAT	Free service
New Set Of Bins	58.50	60.25	Exempt	Newly built properties - this cost covers refuse and recycling bin
<b>4.2 DOG CONTROL</b>				
Please visit the Council's website for further details	<a href="https://www.babergh.gov.uk/environment/dog-control/lost-and-found/">https://www.babergh.gov.uk/environment/dog-control/lost-and-found/</a>			Section J
<b>4.3 HIGH HEDGES</b>				
High Hedges	350.0	350.0	non VAT	
<b>5.0 PLANNING</b>				
<b>5.1 - 5.3 PLANNING</b>				
Please visit the Council's website for further details	<a href="https://www.midsuffolk.gov.uk/assets/DM-Planning-Uploads/Fees-for-pre-app-web-version2.pdf">https://www.midsuffolk.gov.uk/assets/DM-Planning-Uploads/Fees-for-pre-app-web-version2.pdf</a>		VAT	Section D
Copies of Microfiche from Storetec	15.00 inc VAT	15.00 inc VAT	VAT	
<b>5.4 PUBLIC PATH ORDERS</b>				
Please visit the Council's website for further details	<a href="https://www.midsuffolk.gov.uk/environment/public-rights-of-way/">https://www.midsuffolk.gov.uk/environment/public-rights-of-way/</a>			Section K. £55 per hour . Application fees £360.
<b>6.0 BUILDING CONTROL</b>				
Please visit the Council's website for further details	<a href="https://www.midsuffolk.gov.uk/assets/Building-Control/October-2017-Fee-Scheme-External-RM1.pdf">https://www.midsuffolk.gov.uk/assets/Building-Control/October-2017-Fee-Scheme-External-RM1.pdf</a>		VAT	Section L
	<a href="https://www.midsuffolk.gov.uk/building-control/building-control-services-and-information/energy-performance-and-assessment/">https://www.midsuffolk.gov.uk/building-control/building-control-services-and-information/energy-performance-and-assessment/</a>			Section M

LEVY CHARGES	2019/20	2020/21	VAT Status	Notes
	Total Charge inc VAT where applicable (£)	Total Charge inc VAT where applicable (£)		

**1.0 LEVIES**

**1.1 CIL**

Please visit the Council's website for further details

<https://www.babergh.gov.uk/assets/CIL-and-S106-Documents/BDC-Charging-Schedule-11-Apr-2016.pdf>

Section N



## Section A - Animal Welfare

### Mid Suffolk and Babergh Table of Fees for Activities Licenced under the Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018 for 2020/21

A fee is payable for all licence applications and is divided into two parts. The Part A fee covers the processing of the application and is payable at the time of application. This is non-refundable should a licence be refused. The Part B fee covers the maintenance of the licence throughout its length, including spot checks and is payable once it has been determined whether a licence will be granted but before it is issued.

A Vet inspection is required for all new applications for a licence to breed dogs. A Vet inspection is also required every 12 months for a licence to hire out horses. The fee for Vets will be recharged to the applicant and must be paid before the licence is issued. A Vet's inspection may also be necessary for other types of licence depending on the specific details of the application.

The length of a licence is between one and three years dependent on the risk rating awarded, with the exception of a licence to keep or train an animal for exhibition, which lasts for a period of three years.

Fees are set at a level to recover the costs of administering and enforcing each licence. The fees for a new application, or a transitional application i.e. by those operators who currently have a licence under the previous regime, are the same and can be viewed below.

Group 1	Part A (Payable on application)	Part B (Payable prior to licence being issued)
Dog breeders (1 to 5 breeding bitches)	New £150 (Plus Vet Fee)	£92
	Renewal £140	
Hiring Out Horses (1 to 5 animals)	£205 (Plus Vet Fee)	£92
Home Boarders (1 to 5 boarded dogs)	New £150 (Plus Vet Fee)	£92
	Renewal £140	

## Section A - Animal Welfare

Group 1	Part A (Payable on application)	Part B (Payable prior to licence being issued)
Dog Day Care (1 to 5 day care dogs)	New £150 (Plus Vet Fee) Renewal £140	£92
Selling Animals as Pets (Domestic Premises or Small Shop unit)	New £150 (Plus Vet Fee) Renewal £140	£92
Keeping or Training Animals for Exhibition (1 to 5 animals or birds)	New £150 (Plus Vet Fee) Renewal £140	£92
Provision of Boarding for Cats (1 to 30 cats)	New £150 (Plus Vet Fee) Renewal £140	£92
Provision of Boarding for Dogs in Kennels (1 to 30 dogs)	New £150 (Plus Vet Fee) Renewal £140	£92

## Section A - Animal Welfare

Group 2	Part A (Payable on application)	Part B (Payable prior to licence being issued)
Dog breeders (6 or more breeding bitches)	New £176 (Plus Vet Fee)	£120
	Renewal £167	
Hiring Out Horses (6 or more animals)	£245 (Plus Vet Fee)	£120
Home Boarders (6 or more boarded dogs)	New £176 (Plus Vet Fee)	£120
	Renewal £167	
Dog Day Care (6 or more day care dogs)	New £176 (Plus Vet Fee)	£120
	Renewal £167	
Selling Animals as Pets (Retail Estate Unit)	New £176 (Plus Vet Fee)	£120
	Renewal £167	
Keeping or Training Animals for Exhibition (6 or more animals or birds)	New £176 (Plus Vet Fee)	£120
	Renewal £167	
Provision of Boarding for Cats (31 or more cats)	New £176 (Plus Vet Fee)	£120
	Renewal £167	

## Section A - Animal Welfare

Group 2	Part A (Payable on application)	Part B (Payable prior to licence being issued)
Provision of Boarding for Dogs in Kennels (31 or more dogs)	New £176 (Plus Vet Fee)  Renewal £167	£120
Group 3	Part A (Payable on application)	Part B (Payable prior to licence being issued)
Arranging Provision of Home Boarding for Dogs and or Dog Day Care with licensed Hosts (Arranger not providing Home Boarding or Day Care themselves) Part A (payable on application)	£148	£92
Arranging Provision of Home Boarding for Dogs and or Dog Day Care with <u>non-licensed</u> Hosts (Arranger not providing Home Boarding or Day Care themselves) Part A (payable on application)	£176	£240
Group 4	Part A (Payable on application)	Part B (Payable prior to licence being issued)
A Combination of Licensed Activities	Equal to highest activity fee plus 50% of each additional licensable activity Plus Vets Fees where required	Equal to highest activity fee plus 50% of each additional licensable activity

## Section A - Animal Welfare

Group 5	Fee
Re-evaluation of Inspection Rating or Variation to Licence	£107 Plus Vets Fees where required

Variation to reduce the licensable activities or numbers of animals - fee on request

Transfer due to death of licensee £13.00

Copy of licence £13.00



## Section B - LAPPC Charges

### LAPPC (Part B) charges for 2020/21

Type of charge	Type of process	2020/21 Fee		
Application Fee	Standard process (includes solvent emission activities)	£1650		
	Additional fee for operating without a permit	£1188		
	PVRI, and Dry Cleaners	£155		
	PVR I & II combined	£257		
	VRs and other Reduced Fee Activities	£362		
	Reduced fee activities: Additional fee for operating without a permit	£71		
	Mobile plant**	£1650		
	for the third to seventh applications	£985		
	for the eighth and subsequent applications	£498		
	Where an application for any of the above is for a combined Part B and waste application, add an extra £310 to the above amounts			
Annual Subsistence Charge	Standard process Low	£772 (+£104)*		
	Standard process Medium	£1161 (+£156)*		
	Standard process High	£1747 (+£207)*		
	PVRI, and Dry Cleaners L/M/H	£79	£158	£237
	PVR I & II combined L/M/H	£113	£226	£341
	VRs and other Reduced Fees L/M/H	£228	£365	£548
	Mobile plant, for first and second permits L/M/H**	£626	£1034	£1551
	for the third to seventh permits L/M/H	£385	£617	£924
	eighth and subsequent permits L/M/H	£198	£316	£473
	Late payment Fee	£52		
* the additional amounts in brackets must be charged where a permit is for a combined Part B and waste installation				
Where a Part B installation is subject to reporting under the E-PRTR Regulation, add an extra £104 to the above amounts				
Transfer and Surrender	Standard process transfer	£169		
	Standard process partial transfer	£497		
	New operator at low risk reduced fee activity (extra one-off subsistence charge - see Article 15(2) of charging scheme)	£78		
	Surrender: all Part B activities	£0		
	Reduced fee activities: transfer	£0		
	Reduced fee activities: partial transfer	£47		
Temporary transfer for mobiles	First transfer	£53		
	Repeat following enforcement or warning	£53		
Substantial change	Standard process	£1050		
	Standard process where the substantial change results in a new PPC activity	£1650		
	Reduced fee activities	£102		

\*\* Not using simplified permits

## Section B - LAPPC Charges

LAPPC (Part B) mobile plant charges for 2020/21 (Not using simplified permits)

Number of permits	Application fee 2019/20	Subsistence fee 2020/21		
		Low	Medium	High
1	£1650	£646	£1034	£1506
2	£1650	£646	£1034	£1506
3	£985	£385	£617	£924
4	£985	£385	£617	£924
5	£985	£385	£617	£924
6	£985	£385	£617	£924
7	£985	£385	£617	£924
8 and over	£498	£198	£316	£473

LA-IPPC (Part A2) charges for 2020/21

**NB – every subsistence charge in the table below includes the additional £104 charge to cover local authority extra costs in dealing with reporting under the E-PRTR Regulation.**

Type of charge	Local authority element 2020/21
Application	£3363
Additional fee for operating without a permit	£1188
Annual Subsistence LOW	£1447
Annual Subsistence MEDIUM	£1611
Annual Subsistence HIGH	£2334
Late Payment Fee	£52
Substantial Variation	£1368
Transfer	£235
Partial transfer	£698
Surrender	£698

### Key

Subsistence charges can be paid in four equal quarterly instalments paid on 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October and 1<sup>st</sup> January. Where paid quarterly the total amount payable to the local authority will be increased by £38.

Reduced fee activities are listed in the Schedule to the Part B scheme.

### Newspaper advertisements

Newspaper adverts may be required under EPR at the discretion of the Council as part of the consultation process when considering an application (see Chapter 9 of the General Guidance Manual). This will be undertaken and paid for by the Council and the charging scheme

## Section C - Planning Application Fees

These fees apply from 17 January 2018 onwards (unless stated).

This document is based upon [‘The Town and Country Planning \(Fees for Applications, Deemed Applications, Requests and Site Visits\) \(England\) Regulations 2012’ \(as amended\)](#)

The fee should be paid at the time the application is submitted.

If you are unsure of the fee applicable, please [contact your Local Planning Authority](#).

<b>Householder Applications</b>		
Alterations/extensions to a <b>single dwellinghouse</b> , including works within boundary	Single dwellinghouse	£206

<b>Outline Applications</b>		
Site area	Not more than 2.5 hectares	£462 for each 0.1 hectare (or part thereof)
	More than 2.5 hectares	£11,432 + £138 for each additional 0.1 hectare (or part thereof) in excess of 2.5 hectares Maximum fee of £150,000

<b>Full Applications (and First Submissions of Reserved Matters; or Technical Details Consent)</b>		
Alterations/extensions to <b>dwellinghouses</b> , including works within boundaries	Single dwellinghouse (or single flat)	£206
	Two or more dwellinghouses (or two or more flats)	£407
<b>New dwellinghouses</b>	Not more than 50 dwellinghouses	£462 for each dwellinghouse
	More than 50 dwellinghouses	£22,859 + £138 for each additional dwellinghouse in excess of 50 Maximum fee of £300,000
<b>Erection of buildings (not dwellinghouses, agricultural, glasshouses, plant nor machinery)</b>		
Gross floor space to be created by the development	No increase in gross floor space or no more than 40 sq m	£234
	More than 40 sq m but no more than 75 sq m	£462
	More than 75 sq m but no more than 3,750 sq m	£462 for each 75sq m (or part thereof)
	More than 3,750 sq m	£22,859 + £138 for each additional 75 sq m (or part thereof) in excess of 3,750 sq m Maximum fee of £300,000



## Section C - Planning Application Fees

<b>Full Applications (and First Submissions of Reserved Matters; or Technical Details Consent) continued...</b>		
<b>The erection of buildings (on land used for agriculture for agricultural purposes)</b>		
Gross floor space to be created by the development	Not more than 465 sq m	£96
	More than 465 sq m but not more than 540 sq m	£462
	More than 540 sq m but not more than 4,215 sq m	£462 for first 540 sq m + £462 for each additional 75 sq m (or part thereof) in excess of 540 sq m
	More than 4,215 sq m	£22,859 + £138 for each additional 75 sq m (or part thereof) in excess of 4,215 sq m Maximum fee of £300,000
<b>Erection of glasshouses (on land used for the purposes of agriculture)</b>		
Gross floor space to be created by the development	Not more than 465 sq m	£96
	More than 465 sq m	£2,580
<b>Erection/alterations/replacement of plant and machinery</b>		
Site area	Not more than 5 hectares	£462 for each 0.1 hectare (or part thereof)
	More than 5 hectares	£22,859 + £138 for each additional 0.1 hectare (or part thereof) in excess of 5 hectares Maximum fee of £300,000
<b>Applications other than Building Works</b>		
<b>Car parks, service roads or other accesses</b>	For existing uses	£234
<b>Waste (Use of land for disposal of refuse or waste materials or deposit of material remaining after extraction or storage of minerals)</b>		
Site area	Not more than 15 hectares	£234 for each 0.1 hectare (or part thereof)
	More than 15 hectares	£34,934 + £138 for each additional 0.1 hectare (or part thereof) in excess of 15 hectares Maximum fee of £78,000
<b>Operations connected with exploratory drilling for oil or natural gas</b>		
Site area	Not more than 7.5 hectares	£508 for each 0.1 hectare (or part thereof)
	More than 7.5 hectares	£38,070 + £151 for each additional 0.1 hectare (or part thereof) in excess of 7.5 hectares. Maximum fee of £300,000

## Section C - Planning Application Fees

<b>Full Applications (and First Submissions of Reserved Matters; or Technical Details Consent) continued...</b>		
<b>Applications other than Building Works continued...</b>		
<b>Operations (other than exploratory drilling) for the winning and working of oil or natural gas</b>		
Site area	Not more than 15 hectares	£257 for each 0.1 hectare (or part thereof)
	More than 15 hectares	£38,520 + additional £151 for each 0.1 hectare in excess of 15 hectares Maximum fee of £78,000
<b>Other operations (winning and working of minerals) excluding oil and natural gas</b>		
Site area	Not more than 15 hectares	£234 for each 0.1 hectare (or part thereof)
	More than 15 hectares	£34,934 + additional £138 for each 0.1 hectare in excess of 15 hectares Maximum fee of £78,000
<b>Other operations (not coming within any of the above categories)</b>		
Site area	Any site area	£234 for each 0.1 hectare (or part thereof) Maximum fee of £2,028
<b>Change of Use of a building to use as one or more separate dwellinghouses, or other cases</b>		
Number of dwellinghouses	Not more than 50 dwellinghouses	£462 for each dwellinghouse
	More than 50 dwellinghouses	£22,859 + £138 for each additional dwellinghouse in excess of 50 Maximum fee of £300,000
<b>Other Changes of Use of a building or land</b>		£462
<b>Lawful Development Certificate</b>		
Existing use or operation		Same as Full
Existing use or operation - lawful not to comply with any condition or limitation		£234
Proposed use or operation		Half the normal planning fee.
<b>Prior Approval</b>		
Larger Home Extensions (from 19 August 2019)		£96
Additional storeys on a home		No fee currently set
Agricultural and Forestry buildings & operations		£96
Demolition of buildings		£96
Communications (previously referred to as Telecommunications Code Systems Operators)		£462
Change of Use from Shops (Class A1), Professional and Financial Services (Class A2), Takeaways (Class A5), Betting Offices, Pay Day Loan Shops or Launderettes to Offices (Class B1a)		£96



## Section C - Planning Application Fees

<b>Prior Approval continued...</b>	
Change of Use of a building and any land within its curtilage from Business (Use Class B1), Hotels (Use Class C1), Residential Institutions (Use Class C2), Secure Residential Institutions (Use Class C2A) or Assembly and Leisure (Use Class D2) to a State Funded School or Registered Nursery	£96
Change of Use of a building and any land within its curtilage from an Agricultural Building to a State Funded School or Registered Nursery	£96
Change of Use of a building and any land within its curtilage from an Agricultural Building to a flexible use within Shops (Use Class A1), Financial and Professional services (Use Class A2), Restaurants and Cafes (Use Class A3), Business (Use Class B1), Storage or Distribution (Use Class B8), Hotels (Use Class C1), or Assembly or Leisure (Use Class D2)	£96
Change of Use of a building and any land within its curtilage from Offices (Use Class B1a) Use to Dwellinghouses (Use Class C3)	£96
Change of Use of a building and any land within its curtilage from an Agricultural Building to Dwellinghouses (Use Class C3)	£96; or
	£206 if it includes building operations in connection with the change of use
Change of use of a building from Shops (Use Class A1), Financial and Professional Services (Use Class A2), Betting Offices, Pay Day Loan Shops, Launderette; or a mixed use combining one of these uses and use as a dwellinghouse to Dwellinghouses (Use Class C3)	£96; or
	£206 if it includes building operations in connection with the change of use
Change of use of a building and any land within its curtilage from Light Industrial (Use Class B1c) to Dwellinghouses (Use Class C3)	£96
Change of Use of a building and any land within its curtilage from Amusement Arcades/Centres and Casinos (Sui Generis Uses) to Dwellinghouses (Use Class C3)	£96; or
	£206 if it includes building operations in connection with the change of use
Change of Use of a building from Shops (Use Class A1), Financial and Professional Services (Use Class A2), Betting Offices, Pay Day Loan Shops and Casinos (Sui Generis Uses) to Restaurants and Cafés (Use Class A3)	£96; or
	£206 if it includes building operations in connection with the change of use
Change of Use of a building from Shops (Use Class A1) and Financial and Professional Services (Use Class A2), Betting Offices, Pay Day Loan Shops (Sui Generis Uses) to Assembly and Leisure Uses (Use Class D2)	£96
Change of Use from Shops (Class A1), Professional and Financial Services (Class A2), Takeaways (Class A5), Betting Offices, Pay Day Loan Shops or Launderettes to Offices (Class B1a)	£96
Development Consisting of the Erection or Construction of a Collection Facility within the Curtilage of a Shop	£96

## Section C - Planning Application Fees

<b>Prior Approval continued...</b>		
Temporary Use of Buildings or Land for the Purpose of Commercial Film-Making and the Associated Temporary Structures, Works, Plant or Machinery required in Connection with that Use		£96
Installation, Alteration or Replacement of other Solar Photovoltaics (PV) equipment on the Roofs of Non-domestic Buildings, up to a Capacity of 1 Megawatt		£96
Construction of new dwellinghouses (from 2 September 2020)	Not more than 50 dwellinghouses	£334 for each dwellinghouse
	More than 50 dwellinghouses	£16,525 + £100 for each dwellinghouse in excess of 50 Maximum fee of £300,000
<b>Reserved Matters</b>		
Approval of reserved matters following outline approval		Full fee due or if full fee already paid then £462 due
<b>Removal/Variation/Approval/Discharge of condition</b>		
Removal or variation of a condition following grant of planning permission		£234
Discharge of condition(s) – Approval of details and/or confirmation that one or more planning conditions have been complied with	Householder permissions	£34
	All other permissions	£116
<b>Advertising</b>		
Relating to the business on the premises		£132
Advance signs which are not situated on or visible from the site, directing the public to a business		£132
Other advertisements		£462
<b>Non-material Amendment Following a Grant of Planning Permission</b>		
Householder developments		£34
Any other development		£234
<b>Permission In Principle</b>		
Site area		£402 for each 0.1 hectare (or part thereof)



## Section C - Planning Application Fees

### Concessions

**Please note:** Not all concessions are valid for all application types. Upon receipt of your application, the local authority will check the fee is correct and if the concession is applicable.

#### Exemptions from payment

An application solely for the alteration or extension of an existing dwellinghouse; or works in the curtilage of an existing dwellinghouse (other than the erection of a dwellinghouse) for the purpose of providing:

- Means of access to or within it for a disabled person who is resident in it, or is proposing to take up residence in it; or
- Facilities designed to secure that person's greater safety, health or comfort.

An application solely for the carrying out of the operations for the purpose of providing a means of access for disabled persons to or within a building or premises to which members of the public are admitted.

Listed Building Consent

Planning permission for relevant demolition in a Conservation Area

Works to Trees covered by a Tree Preservation Order or in a Conservation Area

Hedgerow Removal

If the application is the first revision of an application for development of the same character or description on the same site by the same applicant:

- For a withdrawn application: Within 12 months of the date the application was received
- For a determined application: Within 12 months of the date the application was granted, refused or an appeal dismissed
- For an application where an appeal was made on the grounds of non-determination: Within 12 months of the period when the giving of notice of a decision on the earlier valid application expired

If the application is for a lawful development certificate, for existing use, where an application for planning permission for the same development would be exempt from the need to pay a planning fee under any other planning fee regulation

If the application is for consent to display an advertisement following either a withdrawal of an earlier application (before notice of decision was issued) or where the application is made following refusal of consent for display of an advertisement, and where the application is made by or on behalf of the same person

If the application is for consent to display an advertisement which results from a direction under Regulation 7 of the 2007 Regulations, dis-applying deemed consent under Regulation 6 to the advertisement in question

If the application is for alternative proposals for the same site by the same applicant, in order to benefit from the permitted development right in Schedule 2 Part 3 Class V of the Town and Country Planning (General Permitted Development) Order 2015 (as amended)

## Section C - Planning Application Fees

### Concessions continued...

**Please note:** Not all concessions are valid for all application types. Upon receipt of your application, the local authority will check the fee is correct and if the concession is applicable.

### Exemptions from payment continued...

If the application relates to a condition or conditions on an application for Listed Building Consent or planning permission for relevant demolition in a Conservation Area

If the application is for a Certificate of Lawfulness of Proposed Works to a listed building

If an application for planning permission (for which a fee is payable) being made by the same applicant on the same date for the same site, buildings or land as the prior approval application (for larger home extensions or change of uses)

### Reductions to payments

If the application is being made on behalf of a non-profit making sports club for works for playing fields not involving buildings then the fee is £462

If the application is being made on behalf of a parish or community council then the fee is 50%

If the application is an alternative proposal being submitted on the same site by the same applicant on the same day, where this application is of lesser cost then the fee is 50%

In respect of reserved matters you must pay a sum equal to or greater than what would be payable at current rates for approval of all the reserved matters. If this amount has already been paid then the fee is £462

If the application is for a Lawful Development Certificate for a Proposed use or development, then the fee is 50%

If two or more applications are submitted for different proposals on the same day and relating to the same site then you must pay the fee for the highest fee plus half sum of the others

### Fees for cross boundary applications

Where an application crosses one or more local or district planning authorities, the Planning Portal fee calculator will only calculate a cross boundary application fee as 150% of the fee that would have been payable if there had only been one application to a single authority covering the entire site.

If the fee for this divided site is smaller when the sum of the fees payable for each part of the site are calculated separately, you will need to contact the lead local authority to discuss the fee for this divided site.



## Section D - Pre Application Fees

### Pre-application advice fees

- To work out the fee for your enquiry first consider the type of pre-application advice you would like to seek, a written response (see Table 1), a meeting (see Table 2), or an on-site appointment (see Table 3). Please note that the options available depend upon the scale of your proposal.
- The top row charge relates to planning advice, for example for householder written advice the fee is £84.
- If you do not wish to choose any add-on options then the fee payable is just that in the top row. However, underneath each development type are additional options. For each additional consultation you choose the fee should be added to create the total fee for the enquiry. These may not all be available, depending on the scale of your proposal.

**Example:** For a householder proposal, such as an extension, requiring written advice the fee would be £84. If the proposal included any works to the highway you might wish to add highways advice at a further £90. The total fee for this pre-application advice would therefore be £174.

**TABLE 1: WRITTEN RESPONSE (Includes VAT)**

Written Response Only		Householder or Non-residential 1-199 sqm	1-9 Dwellings or Non-residential 200-999 sqm	10-49 Dwellings or Non-residential 1000-4999 sq m	50-200 Dwellings or Non-residential 5000+ sqm
<b>Step One</b> Initial fee for pre app advice	PlanningCaseOfficer	£84.00	£138.00	£252.00	£486.00
	With optional additional charge/s of:	+	+	+	+
<b>Step Two</b> Add the inclusion of advice from 1 or more of our pre app partners as needed.	Highways	£90.00	£180.00	£228.00	£288.00
	Floods	N/a	N/a	£300.00	£480.00
	Landscape	N/a	N/a	£252.00	*50-99 £336.00 100+ £504.00
	Ecology	N/a	N/a	£252.00	*50-99 £336.00 100+ £504.00

**TABLE 2: MEETING AND WRITTEN RESPONSE (Includes VAT)**

Meeting and written response **		Householder or Non-residential 1-199sqm	1-9 Dwellings or Non-residential 200-999sqm	10-49 Dwellings or Non-residential 1000-4999 sqm	50-200 Dwellings or Non-residential 5000+ sqm
<b>Step One</b> Initial fee for pre app advice	PlanningCaseOfficer	£138.00	£282.00	£504.00	£1152.00
	With optional additional charge/s of:	+	+	+	+
<b>Step Two</b> Add the inclusion of advice from 1 or more of our pre app partners as needed.	Highways	£132.00	£264.00	£336.00	£420.00
	Floods	N/a	N/a	£420.00	£780.00
	Landscape	N/a	N/a	£588.00	*50-99 £504.00 100+£756.00
	Ecology	N/a	N/a	£588.00	*50-99 £504.00 100+£756.00
	With optional additional charge of:	+	+	+	+
<b>Step Three</b> Further meetings as needed with case officer post response	Additional DM Meeting	£54.00	£138.00	£252.00	£360.00

## Section D - Pre Application Fees

**TABLE 3: APPOINTMENT ON SITE**

Appointment on site and written response		Listed Building Heritage Enq Only	1-9 Dwellings or Non-residential 1-999 sq m	10-49 Dwellings or Non-residential 1000-4999 sqm	50-200 Dwellings or Non-residential 5000+ sq m
<b>Step One</b> Initial fee for pre app advice	Planning Case Officer	£282.00 (Only Heritage Officer)	£336.00	£792.00	£1512.00
	With optional additional charge/s of:	+	+	+	+
<b>Step Two</b> Add the inclusion of advice from 1 or more of our pre app partners as needed.	Heritage	N/a	£282.00	£588.00	*50-99 £504.00 100+ £756.00
	Highways	N/a	£348.00	£422.00	£512.00
	Floods	N/a	N/a	£480.00	£660.00
	Landscape	N/a	N/a	£588.00	*50-99 £504.00 100+ £756.00
	Ecology	N/a	N/a	£588.00	*50-99 £504.00 100+ £756.00
	With optional additional charge/s of:	+	+	+	+
<b>Step Three</b> Further meetings as needed with case officer post response	Additional DM Meeting at Council Offices	N/a	£138.00	£252.00	£360.00

**TABLE 4: Additional Available Activities**

The options below are only available as an addition to a pre-application enquiry and not as a stand-alone request.

	Additional Available Activities	1-9 dwellings or Non-residential 1-999 sq m	10-49 dwellings or Non-residential 1000-4999 sqm	50-200 dwellings or Non-residential 5000+ sq m
A	Scoping for Transport Assessment***	N/a	N/a	£552.00
B	Review of Draft Transport Statement***	£498.00	£714.00	N/a
C	Review of Draft Transport Assessment***	N/a	N/a	£756.00
D	Travel Plans***	N/a	£283.00	£390.00
E	SCC Review S.106 ***	N/a	N/a	N/a
	i) Highways	£243.00	£354.00	£586.00
	ii) Legal	£600.00	£600.00	£600.00
F	Viability Review (Pre-application and planning application) ***	N/a	£3600.00	£4200.00



## Section D - Pre Application Fees

### NOTES

Planning Performance Agreements can be made for larger or more complex sites, please contact us to discuss this.

For sites that include different types of development the fee payable will be whichever is higher, although for complex sites a PPA may be more appropriate.

#### Exemptions

Exemptions to fees will apply in the following circumstances:

- Enquiries relating to proposals for alterations or extensions to a dwelling house for the benefit of a registered disabled person
- Enquiries relating to a proposal for operations to provide a means of access for disabled persons to a building to which members of the public are admitted
- Enquiries made by or on behalf of a non-profit making sports club in respect of playing fields not involving new buildings

Enquiries made by or on behalf of the Town or Parish Council are subject to a 50% reduction

There is no charge for advertisement enquiries

\* In this category the charge for 100+ dwellings also relates to 5,000 sq m non residential

\*\* The meeting will be of the applicant's choice – and can be face to face, or via telephone/skype etc. if preferred

\*\*\*This activity is only available as an addition to a pre-application enquiry, not as a stand-alone enquiry.

## Section E - The Building (Local Authority Charges) Regulation



### Babergh & Mid Suffolk Building Control The Building (Local Authority Charges) Regulation 2010. (SI 2010/404)

#### Guidance on Building Regulation Charges From 1<sup>st</sup> April 2020



The charges for Building Regulation work are intended to cover the cost of the service.

All charges will be individually determined. A written quote will need to be obtained from us. In order to provide an accurate quote we will need a reasonable amount of information from you. If you need a quote, please ring our 01449 724510 for both Babergh and Mid Suffolk Support teams to discuss your project.

The charge for providing a chargeable function or chargeable advice is based on the principle of achieving full cost recovery. The charges will be calculated by using the Council officers' average hourly rate stated in the charging scheme, multiplied by the time taken to carry out the functions/advice, taking the following factors into account, as applicable, in estimating the time required by officers to carry out the function/advice:

1. The existing use of a building, or the proposed use of the building after completion of the building work;
2. The different kinds of building work described in regulation 3(1)(a) to (i) of the Building Regulations;
3. The floor area of the building or extension;
4. The nature of the design of the building work and whether innovative or high risk construction techniques are to be used;
5. The estimated duration of the building work and the anticipated number of inspections to be carried out;
6. The duration of the building work from commencement to completion does not exceed 24 months. Should this result in additional work being undertaken by the council then supplementary charges may be incurred.
7. The design and building work is undertaken by a person or company that is competent to carry out the design and building work in question. If this is found not to be the case and as a consequence it results in additional work being carried out by the council then supplementary charges may be incurred.
8. The estimated cost of the building work;
9. Whether a person who intends to carry out part of the building work is a person mentioned in regulation 12(5) or 20B(4) of the Building Regulations (i.e. related to competent person/self certification schemes);
10. Whether in respect of the building work a notification will be made in accordance with regulation 20A(4) of the Building Regulations (i.e. where design details approved by Robust Details Ltd have been used);
11. Whether an application or building notice is in respect of two or more buildings or building works all of which are substantially the same as each other;
12. Whether an application or building notice is in respect of building work, which is substantially the same as building work in respect of which plans have previously been deposited or building works inspected by the same the council;
13. Whether chargeable advice has been given which is likely to result in less time being taken by the council to perform that function;
14. Whether it is necessary to engage and incur the costs of a consultant to provide specialist advice in relation to a particular aspect of the building work.

## Section E - The Building (Local Authority Charges) Regulation

### Reductions to Charges

The charges are calculated on the basis that electrical work in any dwelling is carried out by an electrician registered with an accredited competent persons scheme; commonly known as a Part P electrician. If this is not to be the case then a further charge is payable for Building Control to inspect the works, please contact the Building Control team to discuss the appropriate charge. In that case, the electrical wiring must be inspected by Building Control before it is covered over.

Where there is multiple works being considered under the same application and all of the works are to be constructed at the same time, charges will be based upon the aggregate floor areas of any extensions plus charges that might apply to any other alteration work. A discount will then be applied to the total charge, please phone for a quote. However, if all the work is not subsequently carried out at the same time then supplementary charges will become payable.

It is therefore very important that if you are acting as an agent for your client, that you agree all of the above relevant information with them. As can be seen, decisions made at application stage can affect the level of charges to be paid. As some if not all of these are usually paid by the client, please make sure that they are kept fully informed of how much they are paying, what it is for and any reductions they are receiving together with any conditions applicable.

### Work Exempt from Charges

Certain work, subject to Regulation 4 of "The (Local Authority Charges) Regulations 2010", that is intended solely for the benefit of disabled persons is not subject to charges. Full details are shown in the full charges scheme.

### Pre Application Advice

We are always happy to engage in discussion about any proposed project. Advice up to 1 hour in duration prior to an application being made is free of charge. Where extensive advice on a more complex project would be beneficial we would need to agree the basis upon how this would be undertaken beforehand.

### Additional Notes

Where building work is carried out under a Building Notice, the time to carry out the building regulation function is greater; this results in a higher charge as detailed in the tables. The same is true in dealing with an application for a Regularisation Certificate.

If a full plans application is deposited with little or no specification details or lacks properly prepared drawings and work commences before it is approved; it is in effect the same as a building notice. As the time to carry out the building regulation function in these circumstances is also greater and the resultant additional costs are higher then additional charges will become payable.

A copy of the full scheme and further details can be viewed at the Council Offices by request.

## Land Charges

Please note: it is NOT possible to cancel a requested search after 48 hours

Our fee structure is as follows:

These apply to requests submitted via the Royal Mail (hard copy) or our preferred method using one of the links below.

Description	New Fee
Official Search Certificate LLC1 & CON29	£178.00
CON29 only (Inc VAT)	£151.20
LLC1 only	£26.80
Each Optional enquiry CON29O (Inc VAT)	£12.00
Each additional parcel LLC1 only	£5.00
Each additional parcel CON29 (Inc VAT)	£16.00
Personal searches if collected	Free
Emailed Personal Search	£22.00
Each individual Q from CON29*	£3.00
*Admin fee for compilation	£5.00



## Section G - Abandoned vehicles

### Charges in relation to the removal of vehicles

4. The prescribed sum in respect of removal, for the purposes of sections 101A(3), 101A(4) and 102(2)(a) of the 1984 Act and sections 4(5), 4(6) and 5(1)(a) of the 1978 Act, in respect of vehicles set out in column 1 of Table 1 shall be the sum specified in relation to those vehicles in columns 2 to 5 of that Table, the particular sum to be determined by reference to the MAM of the vehicle as described in row 1 of that Table and, for vehicles exceeding 7.5 tonnes MAM and not falling within row 2, whether the vehicle is laden or unladen.

**Table 1 – Regulation 4**

	1	2	3	4	5
1	<i>Vehicle position and condition</i>	<i>Vehicle equal to or less than 3.5 tonnes MAM</i>	<i>Vehicle exceeding 3.5 tonnes MAM but equal to or less than 7.5 tonnes</i>	<i>Vehicle exceeding 7.5 tonnes MAM but equal to or less than 18 MAM</i>	<i>Vehicle exceeding 18 tonnes MAM</i>
2	Vehicle on road, upright and not substantially damaged or any two wheeled vehicle whatever its condition or position on or off the road	£150	£200	£350	£350
3	Vehicle, excluding a two wheeled vehicle, on road but either not upright or substantially damaged or both	£250	£650	Unladen–£2000	Unladen–£3000
				Laden–£3000	Laden–£4500
4	Vehicle, excluding a two wheeled vehicle, off road, upright and not substantially damaged	£200	£400	Unladen–£1000	Unladen–£1500
				Laden–£1500	Laden–£2000
5	Vehicle, excluding a two wheeled vehicle, off road but either not upright or substantially damaged or both	£300	£850	Unladen–£3000	Unladen–£4500
				Laden–£4500	Laden–£6000

Each year in the United Kingdom, approximately 2 million vehicles reach the end of their life, either through age or becoming unusable after involvement in an accident. The majority of vehicles that have reached the end of their life or are no longer of use to the registered owner are disposed of legally. However, the latest 'Waste Management Survey' carried out by the Department for Environment, Food and Rural Affairs (Defra) estimates that around 76, 274 vehicles were abandoned in England in 2006-2007.

Abandoned vehicles are expensive to remove, have a negative impact on the environment, look unsightly and can lower the quality of life in neighbourhoods. They can be the result of, or lead to crime, they take up valuable parking spaces and can quickly become dangerous when vandalised or filled with hazardous waste (they are often used as skips). There is a risk of explosion or injury; they can leak dangerous fluids, which can catch fire or run into the water stream; and they are often burnt out, which can endanger lives, property and the environment.

Ultimately abandoned vehicle removal and disposal is the responsibility of local authorities and not surprisingly the problem costs an enormous amount of money – money that could be spent on more important services in your neighbourhood. However, funds have been invested into computer links between the Driver and Vehicle Licensing Agency (DVLA) and local authorities to make it easier to trace the owners. By removing abandoned vehicles, our streets will look less neglected and are less likely to attract other antisocial behaviour.

### What is a nuisance vehicle?

Abandoned vehicles often get confused with nuisance vehicles.

An abandoned vehicle is always a nuisance, but a nuisance vehicle is not always abandoned. A nuisance vehicle could be any of the following:

- Poorly parked
- Causing an obstruction
- Involved in residential parking disputes
- Broken down
- Untaxed

## Section G - Abandoned vehicles

### What is an abandoned vehicle?

Due to the complexity and variety of problems relating to abandoned vehicles there is no sole definition currently used. The Refuse Disposal (Amenity) Act 1978 states that a vehicle is abandoned only 'where it appears to a local authority that a motor vehicle in their area is abandoned without lawful authority ...'. As a result, a vehicle is deemed abandoned only when the authorised officer at the local authority decides that it is abandoned. The term 'vehicle' in this context means any motor vehicle or trailer, or anything which forms part of a motor vehicle or trailer, including any item contained within it. Operation Scrap-it, run by the Association of London Government until October 2005 suggested that 'the first sign of an abandoned vehicle will normally be that it is untaxed. As well as this, it should have been standing in the same place for a long time or be damaged in some way, for example it has flat tyres, broken windows or crash damage.'



### Do you know how to identify an abandoned vehicle?

Before you report an abandoned vehicle please collect as much information as possible. Local authorities often experience over-reporting of vehicles – many are not actually abandoned and therefore the authorities do not have the power to remove them. However, once reported, they must investigate. This takes up a lot of time and often distracts local authorities from removing those vehicles that actually are abandoned.

Before you contact authorities, check to see if you think the vehicle really is abandoned. The following points should help you make a judgement:

- Is the vehicle untaxed, that is, no tax disc present at all or past the expiry date? (This should not be the sole consideration, but should be taken into account with the other points below.)
- Are any of the tyres flat or have any of the wheels been removed?
- Is there litter or detritus (weeds or leaves) under the vehicle, indicating that it has not moved for some time?
- Is the windscreen or any of the windows broken?
- Is there any mould on either the inside or outside of the vehicle?
- Does the vehicle contain items of waste, for example, tyres, old newspapers, general rubbish?
- Does the vehicle have number plates?
- Has the vehicle been 'hot-wired', that is, driven without keys by connecting ignition wires together? (If it has, there will be wires hanging from the dashboard.)

## Babergh Car & Lorry Parks

We operate 24 car and lorry parks across Babergh which are listed below.

Need more time on the car? Why not go cashless and [head to our MiPermit portal](#).

You can also download the MiPermit smartphone app for [iOS \(iPhone\)](#) or [Android](#), or find alternative ways to pay displayed in our car parks.

Location	Car parks	Type		
Sudbury	North Street, Girling Street	Shoppers	30 min .free	
		short stay	1 hour £0.50	
		Max. 3 hrs	2 hours £1.00	
			3 hours £2.00	
	Great Eastern Road	Short stay		30 min .free
				1 hour £0.50
				2 hours £1.00
				3 hours £2.00
				All day £4.00
	Station Road, Stour Street	Short and long stay		30 min .free
				1 hour £0.50
				2 hours £1.00
				3 hours £1.50
	The Station	Long Stay		All day £4.00
			2 hours £1.00	
			4 hours £2.00	
			6 hours £3.00	
Mill Lane		All day £4.00		
Hadleigh	Magdalen Road	Long Stay	Change to be available for Residents Only	
	Stonehouse Road	Short and long stay	All day £4.00	
			30 min .free	
			3 hours £1.00	
	Magdalen Road, High Street, Toppesfield Hall	Short stay	All day £4.00	
			30 min .free	
			3 hours £1.00	
Railway Walk	Short stay		Changed to maximum stay for local use	
		Max. 3 hrs	3 hours .free	
Chelmondiston		Local	Changed to 50p per hour	
Pin Mill		parking		
Lavenham			No changes to existing.	
car parks		All car parks	To research further in future as part of Strategy work.	
All other car parks		All car parks	No changes to any existing including any not shown above.	

## Chelmondiston

### Pin Mill

43 spaces, 24 hour max stay

[More information about Pin Mill car park](#)



## Hadleigh

### High Street (Barclays Bank)

52 spaces, 3 hour max stay

[More information about High Street car park](#)

### Magdalen Road long stay

99 spaces, 24 to 72 hour max stay

[More information about Magdalen Road Long Term car park](#)

### Magdalen Road short stay

79 spaces, 3 hour max stay

[More information about Magdalen Road Short Term car park](#)

### Maiden Way

9 spaces, 3 hour max stay

[More information about Maiden Way car park](#)

### Railway Walk - North

5 spaces, unlimited max stay - free

[Google Maps reference for Railway Walk \(North\) car park](#)

### Stonehouse Road

47 spaces, 24 hour max stay - free

[More information about Stonehouse Road car park](#)

### Toppesfield Hall

21 spaces, 3 hour max stay

[More information about Toppesfield Hall car park](#)

## Holbrook

### Lower Holbrook

16 spaces, unlimited max stay - free

[Google Maps reference for Lower Holbrook car park](#)

## Lavenham

### Prentice Street

24 spaces, 24 hour max stay - free

[Google Maps reference for Prentice Street car park](#)

### The Cock Horse Inn

86 spaces, 24 hour max stay - free

[Google Maps reference for The Cock Horse Inn car park](#)

## Raydon

### Railway Walk - South

6 spaces, unlimited max stay - free

[Google Maps reference for Railway Walk \(South\) car park](#)



## Sudbury

### **Ballingdon Street**

14 spaces, 24 hour max stay - free

[Google Maps reference for Ballingdon Street car park](#)

### **Blackfriars - North**

10 spaces, 24 hour max stay - free

[Google Maps reference for Blackfriars \(North\) car park](#)

### **Blackfriars - South**

8 spaces, 24 hour max stay - free

[Google Maps reference for Blackfriars \(South\) car park](#)

### **Girling Street**

78 spaces, 3 hour max stay

[More information about Girling Street car park](#)

### **Great Eastern Road (Roy's)**

268 spaces, 3 hour max stay

[More information about Great Eastern Road car park](#)

### **Mill Lane**

23 spaces, 24 hour max stay - free

[Google Maps reference for Mill Lane car park](#)

### **North Street**

199 spaces, 3 hour max stay

[More information about North Street car park](#)

### **Quay Lane**

30 spaces, Unlimited Hour Max Stay

[Google Maps reference for Quay Lane car park](#)

### **Station Road (Kingfisher)**

297 spaces, 24 to 72 Hour Max Stay, Barrier Height: 2.2m

[More information about Station Road car park](#)

### **Station Road Lorry Park**

12 coach and lorry spaces, 24 hour max stay

[Google Maps reference for Station Road lorry park](#)

### **Stour Street**

39 spaces, 24 hour max stay - free

[Google Maps reference for Stour Street car park](#)

### **The Station (Railway Station)**

140 spaces, 24 to 72 hour max stay

Barrier height: 2.2m

[More information about The Station car park](#)

## Season tickets and parking permits

### Babergh

If you are not needing to use an existing permit or season ticket during the current lockdown period, we are able to offer an extension to cover the unused period (whole months only). We can also provide a refund for the unused period (whole months only). Please contact [public.realm@baberghmidsuffolk.gov.uk](mailto:public.realm@baberghmidsuffolk.gov.uk) for more details, quoting your permit/season ticket number.

A permit costs £25 for a month, £70 for 3 months or £250 for 12 months.

## Section I - Mobile Homes Fee Policy

### 1. BACKGROUND

The Caravan Sites and Control Of Development Act 1960 introduced a licensing system to regulate the establishment and operation of caravan sites. The Mobile Homes Act 2013 (MHA 2013) was introduced to provide greater protection to occupiers of residential park homes as the existing legislation had not been updated for more than 50 years. This Act introduces some important changes to the buying, selling or gifting of a park home and the pitch fee review process. There is an expectation that councils will inspect sites annually and use the additional powers to ensure compliance with site licence conditions. The council can also now charge a fee for licensing functions. The legislation allows the council to serve enforcement notices and requires the council to publish any site rules relating to a site.

### 2. FEES CHARGED FOR LICENSES

The changes introduced by the MHA 2013 came into force on 1<sup>st</sup> April 2014. These include powers for local authorities to charge fees for their licensing functions in respect of 'relevant protected sites'. The definition of a relevant protected site is any licensable caravan site unless it is exempted. A site is exempted if:

- it has planning permission or a site license for exclusive holiday use.
- there is a restriction on use as a permanent residential site.

Sites which do not fall within this definition are still subject to the licensing requirements contained in The Caravan and Control of Development Act 1960 but payment of fees does not apply.

Under the new Act a fee can be charged for:

- applications for a new license
- applications to transfer or amend an existing license
- annual fee for administering and monitoring existing site licenses
- depositing site rules
- serving of enforcement notices and recovery of costs incurred.

### 3. FEES STRUCTURE

The council has calculated fees based on the estimated average time and costs involved in undertaking the activities involved. The current fees are shown in Appendix 1.

The DCLG guidance sets out the activities the councils can include when calculating fees. These are shown in Appendix 2.

The fees policy and current charges will be published on the council's website.

### 4. APPLICATION FOR A NEW SITE LICENSE

All sites require a site license (subject to the exemptions in the Caravan Sites and Control of Development Act 1960). The Councils will only issue a license for a site with a valid planning permission. Fees are based on a fixed cost with a variation to reflect the number of pitches.

### 5. TRANSFER OF AN EXISTING SITE LICENSE

Where a license holder wishes to transfer the license an application must be made to the council for which a fee is payable.

## Section I - Mobile Homes Fee Policy

### 6. AMENDMENT OF AN EXISTING LICENSE

Where the license holder requests an amendment to the site license conditions the council will charge a fee.

Where the council deem it necessary to alter the conditions there will be no fee payable.

### 7. ANNUAL FEE

All relevant protected sites (except those exempted) must pay an annual fee to the council. Invoices will be sent on the 1<sup>st</sup> April each year and payment will be due within 30 days.

Where a site license is issued part way through the year an invoice will be sent after the license has been granted and the fee will be pro-rata.

This fee covers the cost of administration, annual site inspection to ensure compliance with the site license conditions and a revisit to ensure compliance with any work required. If there is still a breach in site license conditions after the revisit further charges may be payable to cover the cost of enforcement action (see section 8 Enforcement Charges).

### 8. ENFORCEMENT COSTS

Where there has been a breach in a site license condition the council may serve a compliance notice. The Caravan and Control of Development Act 1960 details the elements a local authority can include when charging for enforcement action.

A detailed breakdown of the relevant expenses will be provided with the notice.

If works in the compliance notice are not carried out the license holder commits an offence and the local authority may consider taking legal proceedings. Any costs associated with this process would be at the discretion of the court.

If a prosecution was successful the council would have the power to carry out the works in default.

### 9. FEE\$ FOR DEPOSITING SITE RULES

Site rules are put in place by the owner of the site to ensure acceptable standards are maintained. The MHA 13 changes the way site rules must be agreed between both parties. The council must keep an up to date register of site rules and publish these on-line.

Any site rules deposited for the first time or applications to vary the site rules must be accompanied by the appropriate fee.



## Section I - Mobile Homes Fee Policy

### LICENSE ACTIVITIES AND APPROX. TIME TAKEN

ACTIVITY	OFFICER	TIME (MINS)
Initial enquiry and computer input	ATSO	10
Confirm planning permission	HSCO	30
Send out site application with covering letter	HSCO	10
Arrange site visit	HSCO	10
Travel time	HSCO	40
Check application is complete	HSCO	40
Check supporting documentation (eg. Electrical certificates)	HSCO	30
Land Registry Search	HSCO	10 *
Process license fee	ATSO	20
Prepare site license and conditions	HSCO	90
Discuss site conditions with applicant	HSCO	60
Site licence checked and signed by Manager	CM	60
Site license sent to applicant	ATSO	10
Scan documents and update website	HSCO	20
Arrange annual inspection with site owner	HSCO	10
Carry out full site inspection, making note of any breaches of site license conditions and any work required where there are 1 – 5 pitches	HSCO	60
Additional time required for inspection of sites with 6 – 24 pitches	HSCO	45
Additional time required for inspection of sites with 25 – 99 pitches	HSCO	90
Record details on file and M3	HSCO	30
Corporate Work Plan/Policy Writing	CM/LEGAL	120
Amend site license	HSCO	30
Application to deposit rules received and entered on M3.	ATSO	10
Check application is valid and site rules have been made in accordance with statute, consultation has been carried out and no banned rules	HSCO	120
Amend public register and deposit rules on the website	HSCO	30

ATSO – Administration and Technical Support Officer @ £29.37/hr

Legal – £49.33/hr

HSCO – Housing Supply and Condition Officer@ £32.60/hr

\*Land Registry Search (LRS) has a cost of £3.00.

CM – Corporate Manager@£49.33/hr

*Hourly rates have been supplied by Finance and include all on-costs.*

## Section I - Mobile Homes Fee Policy

### 1. FEE CALCULATION FOR NEW LICENSE APPLICATION

ATSO	40 mins	=	£19.58
HSCO	440 mins	=	£239.06
CM	60 mins	=	£49.33
LRS		=	£3.00

**TOTAL COST = £310.97** (This assumes 5 pitches or less. Additional costs will be incurred depending on the number of pitches).

### 2. FEE CALCULATION FOR AMENDMENT OF AN EXISTING LICENSE

ATSO	40 mins	=	£19.58
HSCO	220 mins	=	£118.80
CM	60 mins	=	£49.33

**TOTAL COST = £187.71**

### 3. FEE CALCULATION FOR TRANSFER OF AN EXISTING LICENSE

ATSO	40 mins	=	£19.58
HSCO	140 mins	=	£75.60
CM	60 mins	=	£49.33
LRS		=	£3.00

**TOTAL COST = £147.51**

### 4. ANNUAL FEES

ATSO	20 mins	=	£9.60
HSCO	140 mins	=	£75.60

**TOTAL COST = £85.20** (This assumes 5 pitches or less. Additional costs will be incurred depending on the number of pitches).

### 5. DEPOSIT OF SITE RULES

ATSO	10 mins	=	£4.80
HSCO	150 mins	=	£81.00

**TOTAL COST = £85.80**

## Section I - Mobile Homes Fee Policy

The DCLG guidance sets out the activities that the council can include when calculating its annual fee. These include:

- Letter writing/telephone calls to make appointments and requesting information from the site owner or any third party in connection with the licensing process
- Dealing with enquiries and complaints
- Updating computer systems
- Processing the licensing fee
- Reviewing documentation
- Preparing reports
- Review by manager or legal team
- Site inspections
- Follow-up inspections to check compliance.

## I have lost my dog

If you have lost your dog please contact us by telephone, or by completing our online form which also allows you to upload a photograph of the dog. When reporting your dog, please give us as much information as possible (including breed, sex, colour, distinguishing features, identification, and the location and time it was lost). We can let you know if we have had any reports of found dogs matching your dog's description. If not, we will put details of your lost dog on our files and contact you if we have any reports of dogs matching its description.

You can also telephone our kennelling provider, West End Farm Kennels, on 01449 737641.

You may also wish to contact local vets and animal shelters as well as Councils bordering the Babergh and Mid Suffolk Districts, if you think your dog may have been reported to them. You may also like to report your dog to the national website [Dog lost](#).

[Report a lost dog >](#)

## What happens if my dog has been collected by the Council?

All found dogs collected by the Council are taken to our kennels where they will be kept for seven days to be reclaimed by the owner. All dogs are scanned for microchips and we will attempt to contact the owner to notify them that we have the dog. After this time, they become the responsibility of the kennels who will make efforts to re-home them where possible. This can be difficult where the history of the dog is unknown.

If your dog has been seized as a stray and taken to the kennels, you will be required to pay a fee to reclaim it. This fee will depend on whether the dog was wearing identification, whether its the first time the dog has been seized, and how long it has been at the Council's kennels. The fee includes a Government set fine.

West End Farm Kennels are able to accept payments by debit and credit card, including over the phone. Please note that West End Farm Kennels will charge a £2.50 fee for use of credit cards (no charge for debit cards).



## Section K - Public Path Orders

### Public Rights of Way

Suffolk County Council is responsible for maintaining public rights of way.

To report an issue, such as a broken signpost or an obstruction, you must contact them.

[Report a public rights of way issue >](#)

- [View general information about public rights of way](#) (footpaths, bridleways, restricted byways and byways open to all traffic)
- [View a working copy of the Definitive Map](#) (which shows all legally recorded public rights of way)

### Current Public Notices about Public Path Orders

[Mid Suffolk District Council \(Stowlangtoft Footpath No 3\(part\) Public Path Diversion Order 2020 \(confirmed order\)](#)

[Confirmation Notice: Stowlangtoft Public Footpath No 3](#)

#### Creating, diverting or extinguishing a public right of way

If you are proposing to create, divert or extinguish a public right of way, you may find the following information helpful:

- [Read our guidance notes about the process of applying](#) (to make a permanent change to the public rights of way network)
- [Guidance on charges for public path orders and agreements 2020-21](#)
- [A guide to definitive maps and changes to public rights of way](#)

You can apply to create, divert to extinguish a public footpath, bridleway or restricted byway, below.

It is strongly recommended you speak with Sharon Berry (Communities Officer for Public Rights of Way) before making an application.

- [Email Sharon Berry](#)
- [Phone Sharon Berry on 01449 724634](#)

#### Creating a public footpath, bridleway or restricted byway

[Apply to create a public footpath, bridleway or restricted byway >](#)

[Accompanying guidance notes for creating a public footpath, bridleway or restricted byway](#)

#### Diverting a public footpath, bridleway or restricted byway

[Apply to divert a public footpath, bridleway or restricted byway >](#)

[Accompanying guidance notes for diverting a public footpath, bridleway or restricted byway](#)

#### Extinguishing a public footpath, bridleway or restricted byway

[Apply to extinguish a public footpath, bridleway or restricted byway >](#)

[Accompanying guidance notes for extinguishing a public footpath, bridleway or restricted byway](#)

## Section L - Building Control



### Babergh & Mid Suffolk Building Control 2017 Standard Charges Tables

**TABLE A New Dwellings** These standard charges tables come into effect on 1<sup>st</sup> September 2017. They should be read in conjunction with "Guidance on Building Regulation Charges"

Dwelling-houses and Flats not exceeding 300m <sup>2</sup> or more than 3 storeys						
Please note that the Charges marked with an * have been reduced to reflect where controlled electrical installations are being carried out, tested and certified by a registered Part P electrician. If this is not the case then the supplementary Plan Charge or Building Notice Charge as listed in A7 must also be paid. In that case, the electrical wiring must be inspected by Building Control before it is covered over.						
Code	Category of Work		Plan Charge*	Inspection Charge	Building Notice Charge*	Regularisation Charge*
<b>New Build Dwellings</b>						
A1	1 Dwelling	Charge	£185.00	£545.00	£805.00	
		VAT	£37.00	£109.00	£161.00	
		<b>Total</b>	<b>£222.00</b>	<b>£654.00</b>	<b>£966.00</b>	<b>Quote</b>
<b>Notifiable Electrical work (in addition to the above, where applicable)</b>						
A7	Electrical work where a satisfactory certificate will not be issued by a Part P registered electrician	Charge	Phone for quote			
		VAT				
		<b>Total</b>				
VAT is at 20%, with the exception on Regularisation Charges as these are VAT exempt.						

**TABLE B Work to an Existing Single Dwelling**  
Limited to work not more than 3 storeys above ground level

Detached Buildings & Extensions						
B1	Extension with a total floor area not exceeding 10m <sup>2</sup>	Charge	£75.00	£215.00	£320.00	
		VAT	£15.00	£43.00	£64.00	
		<b>Total</b>	<b>£90.00</b>	<b>£258.00</b>	<b>£384.00</b>	<b>Phone for quote</b>
B2	Extension with a total floor area exceeding 10m <sup>2</sup> but not exceeding 100m <sup>2</sup>	Charge	£150.00	£445.00	£655.00	
		VAT	£30.00	£89.00	£131.00	
		<b>Total</b>	<b>£180.00</b>	<b>£534.00</b>	<b>£786.00</b>	<b>Phone for quote</b>
B3	A detached building or an extension which; has a floor area not exceeding 100m <sup>2</sup> and is used as a garage, carport or store or any combination thereof	Charge	£95.00	£285.00	£420.00	
		VAT	£19.00	£57.00	£84.00	
		<b>Total</b>	<b>£114.00</b>	<b>£342.00</b>	<b>£504.00</b>	<b>Phone for quote</b>
B4	A detached habitable domestic building (not used for sleeping) with a floor area not exceeding 50m <sup>2</sup>	Charge	£105.00	£315.00	£460.00	
		VAT	£21.00	£63.00	£92.00	
		<b>Total</b>	<b>£126.00</b>	<b>£378.00</b>	<b>£552.00</b>	<b>Phone for quote</b>

## Section L - Building Control

<b>TABLE B Work to an Existing Single Dwelling (cont)</b>						
Code	Category of Work		Full Plans		Building Notice Charge*	Regularisation Charge*
			Plan Charge*	Inspection Charge		
<b>Conversions</b>						
B5	Loft conversion (Maximum floor area of 50m <sup>2</sup> . If over 50m <sup>2</sup> contact for quote)	Charge	£120.00	£355.00	£530.00	Phone for quote
		VAT	£24.00	£73.00	£105.00	
		<b>Total</b>	<b>£144.00</b>	<b>£428.00</b>	<b>£635.00</b>	
B6	Conversion of attached or integral garage or attached outbuilding to form 1 or 2 rooms for residential use	Charge	£75.00	£225.00	£300.00	Phone for quote
		VAT	£15.00	£45.00	£60.00	
		<b>Total</b>	<b>£90.00</b>	<b>£270.00</b>	<b>£360.00</b>	
<b>Alterations</b>						
B7	Renovation of a thermal element	Charge	£30.00	£95.00	£140.00	Phone for quote
		VAT	£6.00	£19.00	£25.00	
		<b>Total</b>	<b>£36.00</b>	<b>£114.00</b>	<b>£165.00</b>	
B8	Replacement of windows, roof lights, roof windows or external glazed doors	Charge	£30.00	£95.00	£140.00	Phone for quote
		VAT	£6.00	£19.00	£25.00	
		<b>Total</b>	<b>£36.00</b>	<b>£114.00</b>	<b>£165.00</b>	
B9	Cost of work not exceeding £1,000	Charge	£30.00	£95.00	£140.00	Phone for quote
		VAT	£6.00	£19.00	£25.00	
		<b>Total</b>	<b>£36.00</b>	<b>£114.00</b>	<b>£165.00</b>	
B10	Cost of work exceeding £1,000 but not exceeding £5,000 (Including Renewable Energy systems or a packaged sewage treatment plant of whatever cost)	Charge	£55.00	£150.00	£205.00	Phone for quote
		VAT	£11.00	£32.00	£47.00	
		<b>Total</b>	<b>£66.00</b>	<b>£182.00</b>	<b>£252.00</b>	
B11	Cost of work exceeding £5,000 but not exceeding £25,000	Charge	£90.00	£275.00	£400.00	Phone for quote
		VAT	£18.00	£55.00	£80.00	
		<b>Total</b>	<b>£108.00</b>	<b>£330.00</b>	<b>£480.00</b>	
<b>Multiple Work Reduction</b>						
Where there is multiple works being considered under the same application and all of the works are to be constructed at the same time, charges will be based upon the aggregate floor areas of any extensions plus charges that might apply to any other alteration work.						

## Section M - Energy performance and assessment

### Energy performance and assessment

Every new dwelling in the UK must achieve minimum energy performance standards. To demonstrate compliance with the Building Regulations all new dwellings must be accompanied by an Energy Assessment and Energy Performance Certificate.

Babergh Building Control are able to produce Energy Assessments and Energy Performance Certificates for new dwellings, please see below for more information or contact us.

#### What are Energy Performance Certificates and Energy Assessments?

An Energy Assessment is a calculation to show that a new dwelling will comply with the requirements of the Building Regulations. It is usually produced in two stages; the first at 'design' stage to show compliance of a proposed dwelling and the second at 'as built' stage to show compliance of the completed dwelling. The Energy Performance Certificate is a separate document that shows the energy rating of the dwelling and the calculated CO<sub>2</sub> (Carbon Dioxide) emissions of that dwelling.

#### When are the Assessments and Certificates required?

Building control will require a copy of the 'design' stage energy assessment when an application is made for Building Regulations. The updated 'as built' submission will be required before a Building Regulation Completion Certificate can be issued. The Energy Performance Certificate will also be required before a completion certificate can be produced and legally should be submitted within 5 days of practical completion of the dwelling.

#### Who can produce Certificates and Assessments?

An Energy Performance Certificate must be created by a qualified Energy Assessor who will usually produce the Energy Assessment as well. Babergh and Mid Suffolk both have qualified Energy Assessors who will usually be able to help you with your requirements for developments in and out of the Babergh and Mid Suffolk area.

#### How much will it cost?

The cost of producing an Energy Assessment and Energy Performance Certificate will vary depending upon the complexity of the proposed building. We will be happy to quote for any particular proposal, please contact us for more details.

#### How do I request a Certificate or Assessment?

Please contact us for a quote, once the quote has been accepted and instruction received we will begin creating your assessment.

#### My Dwelling is completed, what do I do?

If you are using our services for the supply of the Assessment and Energy Performance Certificate, please complete the As Built Details Form so that we can produce the 'As Built' Assessment and the Certificate or contact us for more information.

[Link to SAP as built details form](#)

If you are not using us please contact your chosen energy assessor for further information.

Did you know you can book a site inspection with one our building control surveyors while you're on the move?

## COMMUNITY INFRASTRUCTURE LEVY BABERGH CHARGING SCHEDULE



### 1. Introduction

- 1.1 This Schedule has been prepared, approved and published in accordance with Part 11 of the Planning Act 2008 and the Community Infrastructure Levy Regulations 2010 (as amended).

The Charging Authority:	Babergh District Council
Date of Approval:	20 January 2015
Date of Effect:	17 April 2015

### 2. Scope of CIL Charges

- 2.1 For the purposes of Part 11 of the Planning Act 2008, Babergh District Council is a Charging Authority for Community Infrastructure Levy (CIL) in respect of development within its administrative area.

### 3. CIL Rates

- 3.1 The Council has produced district wide viability evidence to inform the setting of its CIL rates which apply across the whole of Babergh District Council's administrative area and are set out in Table 01 below:-

Table 01 – Babergh District Council CIL Rates

Development Type*	Zone	Proposed CIL rate (per sqm)
Residential development (1-2 dwellings) (Use Class C3, excluding 'specialist older persons housing'**)	Low	£90
Residential development (3+ dwellings) (Use Class C3, excluding 'specialist older persons housing'**)	Low	£50
Residential development (Use Class C3, excluding 'specialist older persons housing'**)	High	£115
Strategic Sites (Dinton Woods - Sudbury, strategic broad location for growth - East of Sudbury / Old Cornard, Lady Lane - Hadleigh, Babergh Ipswich Fringe, Branthen Regeneration Area)	n/a	£0
Wholly or mainly Convenience retail***	District	£100
All other uses	District	£0

\* As defined by the Use Classes Order 1987 (as amended).

\*\* 'Specialist older persons housing' is used to describe developments that comprise self-contained homes with design features and support services available to enable self-care and independent living. Sometimes also known as sheltered retirement housing and extra care accommodation.

\*\*\* where no particular form of retail use is conditioned, the LPA will assume that the 'intended use' for the CIL charging purposes may encompass 'wholly or mainly' convenience retail as an open ended permission would allow this.

#### 4. Calculation of CIL Chargeable Development

- 4.1 The precise amount charged for each development will be calculated in accordance with Regulation 40 of the CIL Regulations, 2010 (as amended). As stipulated in the Regulations, all charges are based on the total net additional floorspace created (measured as gross internal area). The CIL rates will be tied to the Royal Institute of Chartered Surveyors (RICS) Building Costs Information Service (BCIS) All-in Tender Price Index and the rate of CIL charged will therefore alter depending on the year planning permission for the chargeable development commences.

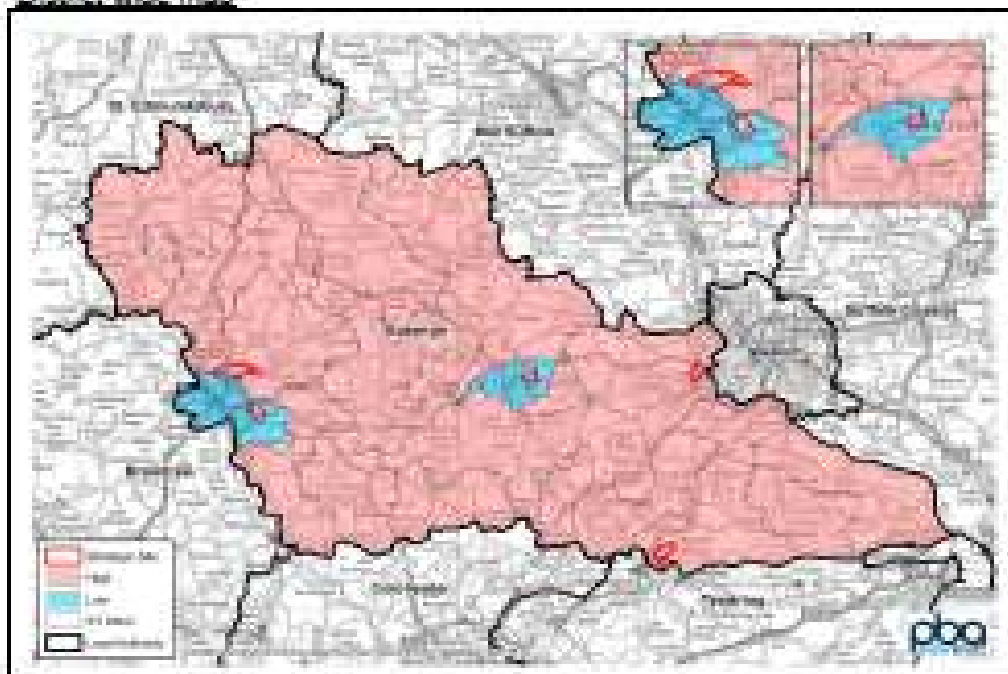
#### 5. Monitoring and Review

- 5.1 Collection and spending of CIL funds will be reported regularly through the Annual Monitoring Report process. Unless economic or development delivery conditions change significantly in the intervening period, the Council does not anticipate to review the CIL for 3 years after the date of adoption. However, the Charging Schedule is based on the growth expected from the Council's adopted Core Strategy and a review of the Charging Schedule, may be undertaken, as part of future Local Plan documents if they change the strategic direction and targets across the district.

#### 6. Charging Zones

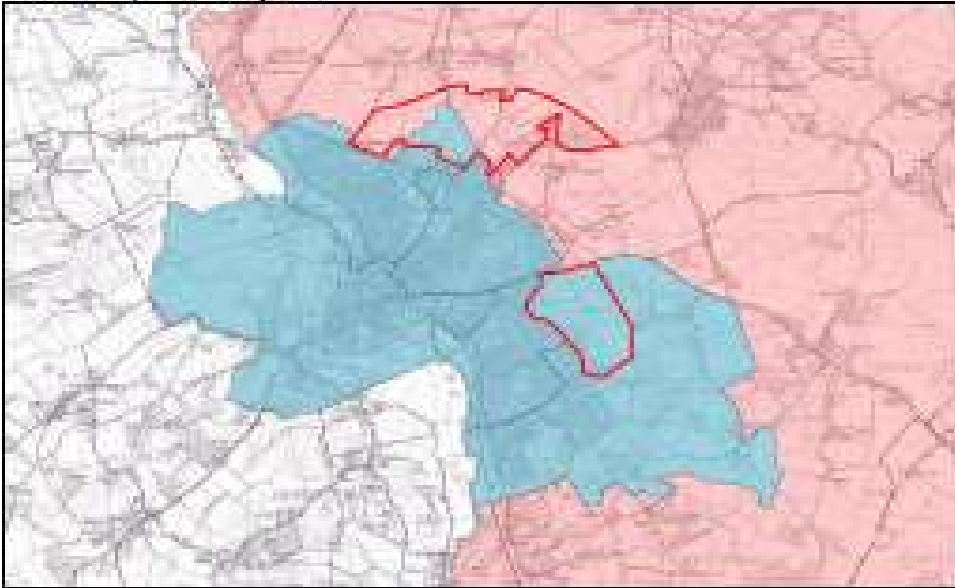
The Babergh District Council CIL charging zones can be seen on the maps below and should be read with the proposed charging rates:

District-wide map

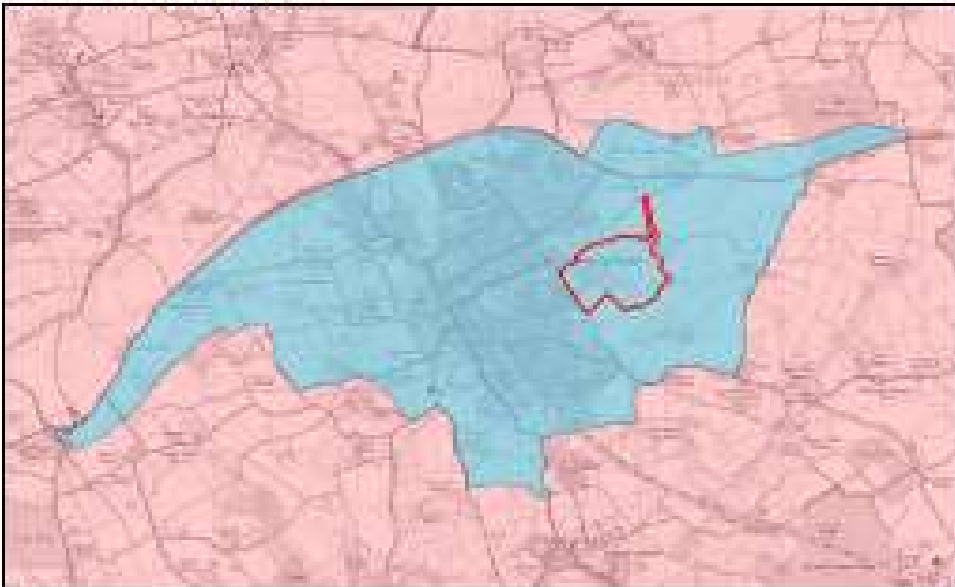




Inset map – Sudbury area



Inset map – Hadleigh area



Inset map – Babergh Ipswich Fringe area



Inset map – Brantham area





## Fees and charges income included within the Budget for 2020/21 and 2021/22

	Budget 2020/21 (£)	Budget 2021/22 (£)	Increase/ (Decrease) £	Increase/ (Decrease) (%)
Footpaths	4,610	15,000	10,390	225.4
Bldg. Regs Chargeable Service	324,520	337,030	12,510	3.9
Bldg. Control Commercial Income	6,000	6,000	-	0.0
Dangerous Structures	320	330	10	3.1
Street Naming & Numbering	23,540	24,100	560	2.4
Food & Safety (General)	1,000	1,030	30	3.0
Food Hygiene Courses	370	380	10	2.7
Animal Welfare Licensing	11,500	11,850	350	3.0
Health & Safety Regulation	800	820	20	2.5
Water Sampling	5,000	5,150	150	3.0
Environmental Protection	4,490	4,620	130	2.9
Street & Major Road Cleansing	32,980	33,970	990	3.0
Car Parks	253,640	359,740	106,100	41.8
Domestic Waste	54,770	56,470	1,700	3.1
Trade Waste	627,580	646,410	18,830	3.0
Garden Waste	813,860	900,570	86,710	10.7
Taxi & Private Hire Licensing	79,000	81,370	2,370	3.0
Alcohol, Entertainments & Late Night Refreshment	80,000	82,400	2,400	3.0
Gambling & Small Lotteries	2,750	2,840	90	3.3
<b>Environment &amp; Commercial Partnerships</b>	<b>2,326,730</b>	<b>2,570,080</b>	<b>243,350</b>	<b>10.5</b>
Mobile Home Sites	940	940	-	0.0
HMO Licence	3,000	1,000	- 2,000	(66.7)
Homelessness Private Sector	3,090	4,640	1,550	50.2
Strategic Housing	12,000	10,000	- 2,000	(16.7)
<b>Housing</b>	<b>19,030</b>	<b>16,580</b>	<b>- 2,450</b>	<b>(12.9)</b>
Electoral Registration	2,120	2,120	-	0.0
Governance	270	270	-	0.0
Land Charges	183,520	189,030	5,510	3.0
<b>Law &amp; Governance</b>	<b>185,910</b>	<b>191,420</b>	<b>5,510</b>	<b>3.0</b>
CIL	102,000	102,000	-	0.0
Development Management	985,100	985,100	-	0.0
Pre App Charging	55,000	55,000	-	0.0
Planning Performance Agreement	15,000	25,000	10,000	66.7
Conservation	19,500	19,500	-	0.0
<b>Sustainable Communities</b>	<b>1,176,600</b>	<b>1,186,600</b>	<b>10,000</b>	<b>0.8</b>
<b>GRAND TOTAL</b>	<b>3,708,270</b>	<b>3,964,680</b>	<b>256,410</b>	<b>6.9</b>

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# Agenda Item 11

## BABERGH DISTRICT COUNCIL

<b>TO:</b> Cabinet	<b>REPORT NUMBER:</b> BCa/20/22
<b>FROM:</b> Councillor Elisabeth Malvisi - Cabinet Member for Environment	<b>DATE OF MEETING:</b> 7 January 2021
<b>OFFICER:</b> Cassandra Clements - Assistant Director for Environment & Commercial Partnerships	<b>KEY DECISION REF NO.</b> CAB219

### TRANSFER OF THE COUNCIL'S VEHICLE FLEET TO HYDROTREATED VEGETABLE OIL (HVO) DIESEL

#### 1. PURPOSE OF REPORT

- 1.1 To provide detailed information of the costs and CO<sub>2</sub> reductions in relation to the transferring of the council's vehicle fleet over to HVO, renewable diesel fuel.

#### 2. OPTIONS CONSIDERED

- 2.1 Other alternatives to de-carbonise the vehicle fleet were researched; electric, biodiesel, and HVO were considered

##### 2.2 Electric

There is one model of electric RCV commercially available, the eCollect manufactured by Dennis Eagle. The costs of the vehicle are 40-80% greater than a conventional diesel engine version. However, electric costs to power the vehicle are about a third of diesel with additional savings in the form of zero vehicle tax and reduced servicing costs. There would be additional costs in the form of suitable electric vehicle charging points and associated infrastructure at depots.

- 2.3 There are no appropriate technical performance details of the electric vehicles available from Dennis Eagle. There are trials occurring across the country, notably the City of London, however, these are predominantly in urban areas. A trial of an electric vehicle has been requested from Dennis Eagle.

- 2.4 Due to the lack of performance data for the electric RCVs there would be many risks associated with moving over to electric RCVs immediately. A large proportion of the RCV fleet comes to the end of their current lease in 2023. A consideration may be to review this exercise again before that date by which time there should be more data available to make an informed decision.

##### 2.5 Biodiesel

Biodiesel otherwise known as Fatty Acid Methyl Ester (FAME) is a diesel fuel replacement produced from plant and vegetable oils. Such oils cannot be blended directly with conventional diesel and so a chemical reaction using methanol and sodium hydroxide as a catalyst is used to convert vegetable/plant oils into their constituent methyl esters. These can then be blended with diesel at levels of up to 10%. However, the standard norm in the UK is to blend biofuels to a maximum of 7% of the total fuel.

2.6 Plant/vegetable oils may come from a variety of sources, such as oilseed rape, soy, palm, used cooking oils (UCO) and waste oils. Depending on the provenance, the biofuel can save around 50-60% of the emissions resulting from a ULS (ultra-low sulphur) diesel fuel. However, they do have their own unique other issues.

- Palm oil-based fuels block the vehicle’s filters.
- Biodiesel can also oxidise if left too long in a storage tank and it goes rancid.
- Biodiesel have a corrosive effect on vehicle engine’s rubber components.
- Doubt over the traceability of the UCO sourced from outside Europe.
- The main issue is the likelihood that biodiesel contains palm oil, even if from a waste cooking oil source. Whilst it offers a cheap and versatile feedstock the environmental and ecological impact related to its cultivation has increasingly brought the sustainability and long-term suitability into question.

2.7 Therefore, for the above reasons, biodiesel in this form has not been considered as a suitable alternative fuel in this report

2.8 **Hydrotreated Vegetable Oil (HVO)**  
 HVO is an alternative way to produce high-quality biobased diesel fuels without compromising fuel storage, engines, exhaust aftertreatment devices, or exhaust emissions. These fuels are colloquially referred to as “renewable diesel fuels” instead of “biodiesel”. Chemically HVOs are mixtures of fully saturated hydrocarbons and are free of sulphur and aromatics, unlike fossil diesel. Cold properties of HVO can be adjusted to meet the local requirements by adjusting the severity of the process or by additional catalytic processing. This is therefore the recommended option.

<p><b>3. RECOMMENDATIONS</b></p> <p>3.1 Move to using HVO as a replacement for conventional diesel in the Council vehicle fleet. This is a cleaner, less polluting fuel and results in a significant CO<sub>2</sub> emission reduction.</p> <p>3.2 To proceed with the procurement of a supplier for the provision of HVO fuel and the supply and installation of a fuel tank at Chilton Depot, Sudbury.</p> <p>3.3 To secure the capital and revenue budgets funding for the project for a minimum of 3 years as identified in the report.</p> <p>3.4 To proceed with a CIL bid to fund the capital element of the project.</p>
<p><b>REASON FOR DECISION</b></p> <p>3.5 <b>To reduce the councils CO<sub>2</sub> emissions by 900 tonnes a year. This represents 26% of total the total emissions. In accordance with its commitment to be zero carbon by 2030.</b></p>

#### 4. KEY INFORMATION

- 4.1 Carbon (CO<sub>2</sub>) emissions from the combined Councils' fleet of vehicles represent 26% of the organisations total CO<sub>2</sub> emissions, approximately 900 tonnes in total. It is the 2<sup>nd</sup> largest emitter after Leisure Centres.
- 4.2 The waste fleet represents the largest proportion of 645 tonnes , the Public Realm Fleet 150 tonnes and Housing 105 tonnes.
- 4.3 Currently the Waste (Serco) , Housing fleets and Public Realm (ID Verde) use fuel cards at Petrol Stations for refuelling.
- 4.4 The arrangements for HVO fuel would need 50,000l fuel tanks located at Chilton Depot , Sudbury and Creeting Road Depot , Stowmarket and operated via a key fob system. The cost of the fuel tanks is approximately £50,000 each.
- 4.5 Delivery and installation of the fuel tanks is 12-14 weeks from award of the contract. Potentially the project could go live April / May 2021.
- 4.6 For the purposes of research two local energy and fuel consultancy organisations, Michel Foley Associates and Staines and Goulding who have experience in the biodiesel and HVO markets were interviewed. From these discussions contact was made with Neste, a Finnish based oil refining company who are the world's major manufacturers of HVO.
- 4.7 Discussions and market research have also been carried out with our Waste Collection Partner Serco PLC.
- 4.8 HVO is a paraffinic fuel that is chemically similar to conventional fossil fuel diesel and complies with European Standard EN1590. It is also a renewable energy source, produced from 100% sustainable renewable waste feedstocks coming from waste cooking oil, residues etc, - reducing greenhouse emissions by up to 90%\* and delivering significant reductions in tailpipe emissions, [https://www.lowcvp.org.uk/assets/reports/RenewableFuelsGuide\\_March2020.pdf](https://www.lowcvp.org.uk/assets/reports/RenewableFuelsGuide_March2020.pdf)
- 4.9 HVO lowers overall life cycle greenhouse gas emissions by up to 90% depending on the blend, with most of the emissions reduction coming from the uptake of CO<sub>2</sub> from the atmosphere. There is currently no independent data for HVO CO<sub>2</sub> emissions therefore the DEFRA conversion factors for biodiesel have to be used.
- 4.10 Compared to conventional diesel, it has a higher energy per content yield than petroleum-based diesels, better cold-flow properties to work in colder climates and less maintenance required. In addition, HVO can be introduced into Euro 6 diesel engine without any mechanical modifications, at any ratio with petroleum-based diesels. They are therefore labelled "drop in fuels".
- 4.11 Whilst HVO provides excellent technical properties, it can have a major drawback in that the oil of choice for HVO is typically Palm Oil. However, discussions with the producer, Neste, has identified that their HVO can be specified without any Palm Oil. They are certificated by the ISCC, International Sustainability and Carbon Certification, who produce Proof of Sustainability (POS) Certificates for the product from their refineries.

A due diligence check on the ISCC website identifies valid POS certificates that are independently audited, and they confirm that no Palm Oil is included. This prerequisite can be built into any procurement specification.

- 4.12 The EU Renewable Energy Directive (RED ii) aims to ban all Palm Oil in biofuels in stages by 2030. This gives confidence in the security of supply of HVO without Palm Oil content going forward. Palm Oil being omitted does not affect the price.
- 4.13 Discussions have been held with key fuel suppliers. There is near limitless quantities of the base feedstock i.e. the used cooking oil, however it has been the processing plants that are needed to convert it to HVO that has limited production. To cope with this and satisfy the large European Market, traditional oil refineries have been converted to HVO production and this has led to the increase of more than 40% capacity in the last five years. This situation will continue to satisfy the ongoing demand.
- 4.14 In the event of any disruption to supply of HVO the vehicles would revert to using fossil diesel so there is no risk to operational services.
- 4.15 The London Borough of Hackney is transferring its fleet of 470 vehicles over to HVO fuel including its Waste Fleet (see below Case Study Appendix B)

## **5. LINKS TO CORPORATE PLAN**

- 5.1 The 2018/19 Greenhouse Gas (GHG) emission report for BMS identified that the Refuse and Recycling vehicle fleet is responsible for over a quarter of the Councils' GHG emissions.
- 5.2 The Councils declared a Climate Emergency in 2019 and the Cabinet's Carbon Reduction Management Plan was recently published. Proposal 4.3 of the Plan states:
  - We will secure the transition of appropriate Council fleet vehicles to electric or other zero carbon fuel sources such as Hydrotreated Vegetable Oil, HVO. Produce a feasibility study including a costed proposal, for using low carbon fuel in the Refuse Collection fleet in place of diesel (as an interim measure prior to full replacement with electric or renewable fuel vehicles). All Euro 6 standard vehicles have the ability to use alternative fuel without the need to retrofit.

## 6. FINANCIAL IMPLICATIONS

Revenue/Capital/ Expenditure/Income Item	Total	Year 1 2021/22	Year 2 2022/23	Year 3 2023/24
Capital – Supply and Installation of 50,000l fuel tank		£50,000		
Smallest cost differential – HVO Fuel £0.15	381,070 l	£57,000	£57,000	£57,000
Net Effect		£117,000	£57,000	£57,000

Revenue/Capital/ Expenditure/Income Item	Total	Year 1 2021/22	Year 2 2022/23	Year 3 2023/24
Capital – Supply and Installation of 50,000l fuel tank		£50,000		
Greatest cost differential – HVO Fuel £0.26	381,070 l	£99,078	£99,078	£99,078
Net Effect		£148,800	£98,000	£98,800

- 6.1 The Fuel Tank Capital element of the funding could be supported via CIL , Waste Infrastructure falls within the scope of CIL funding.
- 6.2 Fossil Diesel and HVO prices are subject to constant variation and the cost differential is not a certainty.
- 6.3 Our research shows that over the last 3 years the differential has varied between £0.15 - £0.26 per litre. The tables above show the impact of the extremes of the variances between HVO diesel and conventional diesel.
- 6.4 An annual revenue budget of £100,000 (£12,000 HRA and £88,000 General Fund) would be needed to cover the highest end of the cost difference.
- 6.5 The price of HVO is not tied to the price of conventional diesel but there are supply chain factors that can influence the cost. Part of any procurement specification would be trying to set the cost over the course of the supply contract or if not possible fix as much cost certainty as possible.
- 6.6 From discussions with the fuel supply industry they seemed confident that the cost of HVO will continue to reduce until it reaches parity with conventional diesel. This is mainly due to the importance that the UK Government is applying to low carbon fuels and the renewable fuel obligation buy out price.
- 6.7 This is a high cost but high Carbon Impact Saving. However, it is an easier option to implement than many of the other Carbon Impact Saving proposals.
- 6.8 If the change to alternative fuels doesn't go ahead then deeper Carbon Impact Savings and potentially even higher costs to achieve them will have to be made within other areas of the Councils to enable their aspiration of being Zero Carbon by 2030.
- 6.9 There is an interdependency with Mid Suffolk District Council on this decision. Currently the Waste Fleet are used by Serco in a contract covering an overall geographical area.

The Public Realm Team will also be a joint team from October 2021. It would be impossible in these areas for one Council to move to HVO and not the other. This leaves only Housing where it could be implemented on a single District basis.

## 7. LEGAL IMPLICATIONS

7.1 There are no wider legal implications to this decision.

## 8. RISK MANAGEMENT

8.1 Key risks are set out below:

Risk Description	Likelihood	Impact	Mitigation Measures
Financial Certainty – variance of cost (£57,000 - £100,000)	3	2	A procurement and subsequent contract could give a longer-term cost certainty. Set revenue budget at the higher end
Security of supply	2	2	<p>The EU Renewable Energy Directive (RED ii) aims to ban all palm oil in biofuels in stages by 2030. As a result, manufacturers are ramping up their non-palm oil sources. This gives confidence in the security of supply of HVO without Palm Oil content going forward</p> <p>The fall-back position is that the vehicles can revert to conventional diesel at any time. The storage tanks would have to be flushed through before HVO is used again.</p>

## 9. CONSULTATIONS

9.1 No consultations have taken place for this report.

## 10. EQUALITY ANALYSIS

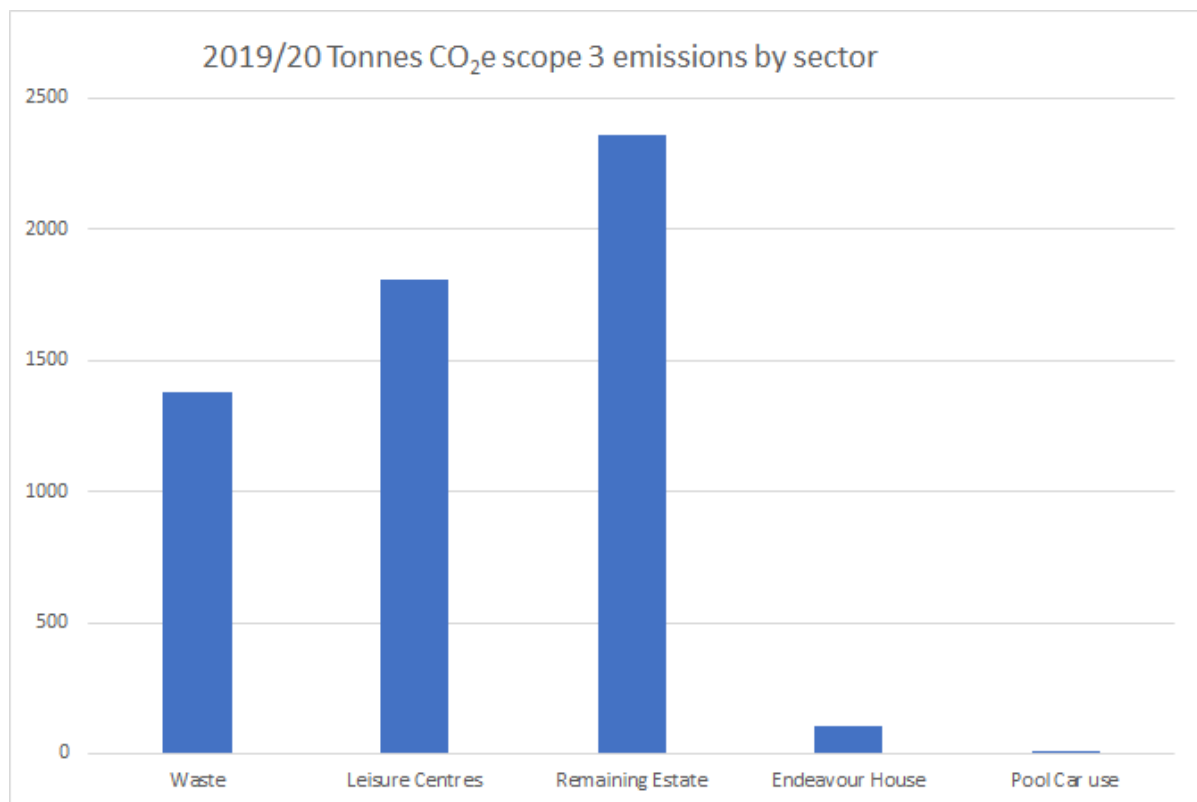
10.1 Equality Impact Assessment (EIA) not required.



## 11. ENVIRONMENTAL IMPLICATIONS

11.1 The bar chart below is from the Green House Gas Emissions Report for 2019/20 for Scope 3 Emissions, i.e. those produced through the use of fossil fuels by outsourced services, in this case SERCO for the combined waste collection service for Babergh and Mid Suffolk District Councils.

The Waste Service emissions are the second largest single emitter after Leisure Centres. The remaining estate includes all the emissions from relatively small sources such as touch down points, offices, public toilets, car park lighting, sewage treatment works etc.



11.2 HVO fuel gives up to 90% reduction in greenhouse emissions, significantly better for the environment than regular diesel or biodiesel

It is also a renewable energy source, produced from 100% sustainable renewable waste feedstocks coming from waste cooking oil, residues etc. eliminating up to 90% of greenhouse gas emissions and reducing NO<sub>x</sub>, PM, and CO emissions in addition to recycling food waste.

11.3 Typical values in the reduction of other pollutants compared with fossil fuel diesel:

- < 1ppm Sulphur compared to diesel at >10 ppm
- 0% polyaromatic hydrocarbons compared to 11%
- 10% NO<sub>x</sub> emissions
- 30% particulate matter
- 25% Carbon monoxide

## 12. APPENDICES

Title	Location
(a) Case Studies	Attached

## 13. BACKGROUND DOCUMENTS

13.1 [AMF Paraffinic Diesels General June 2020](#)

[Brakes GTL DAF Trial Results August 2018](#)

[NNFCC Norse Decarbonising Transport to Improve Fleet Sustainability March 2020](#)

[Neste POS 20180715 Stolt Greenshank Prax 10263130D0000002\[3\]\[1\] July 2017](#)

## 14. REPORT AUTHORS

Oliver Faiers – Corporate Manager, Waste, Recycling and Fleet

Peter Chisnall – Environmental Management Officer

## Appendix A – Case Studies

**Case Study: London Borough of Hackney** (Renewable Fuels Guide prepared by Low Carbon Vehicle Partnership and CENEX March 2020)

At just over 470 vehicles, London Borough of Hackney (LBH) operates one of the largest local authority fleets in London of which approximately 270 are light commercial vehicles supplied by a range of manufacturers. It also operates a fleet of HDVs including Dennis Eagle refuse collection vehicles.

LBH aims for all of its commercial vehicles to be ultra-low emission vehicles (ULEVs) by 2028. Ideally this will be achieved by using electric vehicles which have zero tailpipe emissions. However, current vehicle technology does not currently support this vision, particularly for the heavier vehicles, so LBH is using renewable fuels to minimise its emissions.

LBH used FAME biodiesel in blends of up to 100% for several years, saving significant quantities of CO<sub>2</sub>. More recently, it has trialled and deployed HVO across its commercial vehicle fleet.

Green Biofuels Ltd supplied HVO produced by Neste in Finland and the Netherlands, the company is RTFO approved. Neste's fuel is produced from waste and residue fat fractions from food, fish and slaughterhouse industries, and from non-food grade vegetable oil fractions. Their HVO supply chain is ISCC certified.

LBH uses an on-site fuel management system to monitor and analyse fuel consumption and mileage data. This means they can calculate their carbon footprint on an individual basis. Analysis undertaken by LBH has found that this fuel offers well-to-wheel CO<sub>2</sub> emissions savings of 80% compared to conventional diesel.

The fuel has performed well from an operational point of view. HVO requires no additional maintenance or changes to operational procedure as it is used as a direct replacement for conventional diesel so there is no price differential for the vehicles themselves.

The fuel costs more per litre than mineral diesel so there is no whole life cost saving however, it represents a cost-effective option for reducing fleet carbon emissions.

LBH sources its suppliers through the public sector tendering process and can use this to encourage use of low emission vehicles, though it currently does not mandate use of HVO or other specific fuels or technologies.

The organisation is currently re-tendering its bulk fuels contract to make HVO its primary road fuel for all vehicles above 3.5t GVW. LBH is considered a leader among public sector fleets and encourages other local authorities and organisations in London to follow its lead and deploy renewable fuels to cut transport emissions.

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# Agenda Item 12

## BABERGH DISTRICT COUNCIL

<b>TO:</b> Cabinet	<b>REPORT NUMBER:</b> BCa/20/19
<b>FROM:</b> Councillor John Ward, Cabinet Member for Finance	<b>DATE OF MEETING:</b> 7 January 2021
<b>OFFICER:</b> Katherine Steel, Assistant Director, Corporate Resources	<b>KEY DECISION REF NO.</b> CAB217

### DRAFT GENERAL FUND BUDGET 2021/22 AND FOUR-YEAR OUTLOOK

#### 1. PURPOSE OF REPORT

- 1.1 The purpose of this report is to present the draft General Fund Budget for 2021/22 and four-year outlook.
- 1.2 To enable Cabinet Members to consider key aspects of the draft budgets, including Council Tax, and make recommendations to Council for the final Budget report in February 2021.

#### 2. OPTIONS CONSIDERED

- 2.1 Setting a balanced budget is a statutory requirement, therefore no other options are appropriate in respect of this.

#### 3. RECOMMENDATIONS

- 3.1 That the draft General Fund Budget proposals for 2021/22 and four-year outlook set out in the report be endorsed for recommendation to Council on 23 February 2021, subject to further consideration at the next Cabinet meeting on 4 February 2021 following consideration at Overview and Scrutiny Committee on 18 January 2021.
- 3.2 That the draft General Fund Budget for 2021/22 is based on an increase to Council Tax of £5 per annum (10p per week) for a Band D property, which is equivalent to 2.96%, to support the Council's overall financial position.

#### REASON FOR DECISION

**To bring together all the relevant information to enable Cabinet Members to review, consider and comment upon the Councils General Fund budget before the February Cabinet and recommendations to Council.**

## 4. KEY INFORMATION

### Strategic Context

- 4.1 The 2021/22 budget has been prepared during one of the most challenging and uncertain times due to the ongoing impacts of Covid19 on the Council's finances, staff, residents, and local economy.
- 4.2 Government spending to combat Covid19 and mitigate its impact on businesses and individuals has led to record levels of public sector borrowing, and there is continuing uncertainty over the core funding that will be available to local authorities over the medium term.
- 4.3 One of the key outcomes of the Corporate Plan is achieving a robust financial strategy, the 2021/22 budget and medium-term financial strategy has been aligned to the Council's 6 Strategic Priorities:
- Environment
  - Economy
  - Housing
  - Wellbeing
  - our Customers and;
  - our Communities
- 4.4 Further details on the Councils medium term financial strategy can be found in section 6 of this report.

### Financial Impact of Covid19

- 4.5 The Council has played a significant role in responding to Covid19, in supporting businesses and the most vulnerable in our communities as well as running essential services.
- 4.6 The financial impact of Covid19 has been an evolving picture throughout 2020/21 and this will continue into 2021/22. The Council is forecasting additional costs in 2020/21 in the region of £1m including homelessness prevention, redeployment costs, support for the two Leisure Centres, additional PPE, community grants and cleaning costs.
- 4.7 The Council's income streams have also been affected, with projected losses in the region of £1.3m including trade and garden waste, car parking, planning income, rental income and council tax and business rates losses.
- 4.8 The Government has provided support to local authorities through £4.6bn, new burdens funding, and £3.2m towards homelessness. However, Babergh District Council's share of this £1.9m, falls short of the projected costs and losses in 2020/21.
- 4.9 The Council's capital programme has also been severely impacted by COVID19 with several projects falling behind schedule and supply difficulties, for example increased costs from suppliers to cover the cost of additional PPE.
- 4.10 The financial impact of Covid19 for 2021/22 and beyond is difficult to predict, income streams have been reviewed and revised where appropriate and minimal costs are anticipated at this stage. The impact on the business rates and council tax collection

fund budgets in 2020/21 is expected to be in the region of £200k due to a lower tax-base, anticipated drop in collection rates, an increased call on the Local Council Tax Reduction Scheme. This will be partially funded from the Business Rates Equalisation and as required by Government Reserve over a three-year period from 2021/22.

### **Economic Background**

- 4.11 In November 2020, the Office for Budget Responsibility (OBR) published its independent economic and fiscal forecasts.
- 4.12 The coronavirus pandemic has delivered the largest peacetime shock to the global economy on record. It has required the imposition of severe restrictions on economic and social life; driven unprecedented falls in national income; fuelled rises in public deficits and debt surpassed only in wartime; and created considerable uncertainty about the future. The UK economy has been hit relatively hard by the virus and by the public health restrictions required to control it.
- 4.13 In the central forecast, the combined impact of the virus on the economy and the Government's fiscal policy response pushes the deficit this year to £394 billion (19% of GDP), its highest level since 1944-45, and debt to 105% of GDP, its highest level since 1959-60. Borrowing falls back to around £102 billion (3.9% of GDP) by 2025-26, but even on the loosest conventional definition of balancing the books, a fiscal adjustment of £27 billion (1% of GDP) would be required to match day-to-day spending to receipts by the end of the five-year forecast period.
- 4.14 The support provided to households and businesses has prevented an even more dramatic fall in output and attenuated the likely longer-term adverse effects of the pandemic on the economy's supply capacity. The Government's furlough scheme has prevented a larger rise in unemployment. Grants, loans, and tax holidays and reliefs to businesses have helped them to hold onto workers, keep up to date with their taxes, and avoid insolvencies. Nonetheless, OBR anticipate a significant rise in unemployment – to 7.5% in our central forecast – as this support is withdrawn in the spring.
- 4.15 The economic outlook remains highly uncertain and depends upon the future path of the virus, the stringency of public health restrictions, the timing and effectiveness of vaccines, and the reactions of households and businesses to all of these. It also depends on the outcome of the continuing Brexit negotiations. In such circumstances, the value of a single 'central' forecast is limited.
- 4.16 CPI inflation falls from 1.8% last year to 0.8% in 2020, due in part to lower indirect taxes and energy prices, as well as increased slack in the economy. Thanks primarily to relatively weak average earnings growth, inflation remains subdued over the next three years, returning to the 2% target by the end of 2024. Whole economy inflation (as measured by the GDP deflator) is erratic in the short term, driven by the statistical treatment of public sector output (for example, school closures and the cancellation of non-virus-related operations are treated as raising the implicit price of education and health services). In the medium term, GDP deflator inflation settles at 2%.

## Spending Review 2020 (SR20) 2021/22

- 4.17 The Government's three year Comprehensive Spending Review (CSR) was planned to conclude in July 2020, however, on 24 March 2020 the Chancellor announced that the CSR would be delayed 'to enable the Government to remain focussed on responding to the public health and economic emergency'
- 4.18 On 21 October 2020, the Chancellor announced the decision to provide a one-year Spending Review in order to prioritise the response to Covid19 and focus on supporting jobs. Details of this SR20 were published on 25 November 2020. The key points that are relevant to Local Government are as follows:
- a) Core spending power for local authorities in 2021/22 is estimated to increase by 4.5% in cash terms. In calculating CSP, it has been assumed that authorities will increase Band D by the maximum amount, and that each authority's taxbase has increased in line with their average taxbase growth since 2016-17.
  - b) £3bn worth of financial support to local authorities in 2021/22 in relation to Covid19 pressures as follows:
    - £1.55bn of grant funding to meet additional expenditure pressures as a result of Covid19.
    - £670m grant funding to help households that are least able to afford council tax payments.
    - Estimated £762m compensation payments for 75% of irrecoverable loss of council tax and business rates revenues in 2020/21.
    - Extending the current sales, fees and charges reimbursement scheme for a further 3 months until the end of June 2021.
  - c) Maintaining the existing New Homes Bonus scheme for a further year with no new legacy payments. This was confirmed in the provisional settlement on 17 December 2020 as two payments in respect of years 8 and 9 as planned, and a further one-off payment (year 11), this can be seen in the chart in paragraph 8.11 table 5. The Government is inviting views on a replacement for NHB.
  - d) Continuation of the option for shire districts with the lowest council tax levels allowed increases in council tax of up to 2% or £5 whichever is higher, the £5 was confirmed in the provisional settlement.
  - e) Rural Services Delivery Grant (RSDG) will continue in 2021/22
  - f) £254m of additional resource funding to tackle homelessness and rough sleeping in 2021/22.
  - g) The Government have indicated that they are unlikely to extend further Covid19 related support through business rates reliefs, outline plans for 2021/22 reliefs are expected in the New Year



- h) Public sector pay freeze in 2021/22 for some workforces, pay rises for NHS workers and increases for the lowest paid. The Government has no formal role in the decisions around annual local government pay increases, these are developed through negotiations between the LGA and the relevant trade unions.
- i) Confirmation that the Fair Funding Review, Business Rates Review and business rates reset will be delayed. A fundamental review of the business rates system will be undertaken, and the Government are considering responses to the call for evidence. A final report with conclusions of this review is expected spring 2021.
- j) To support businesses in the near-term, the Government has decided to freeze the business rates multiplier in 2021/22, saving businesses in England an estimated £575m over the next five years. Local authorities will be fully compensated through S31 grants.
- k) Reform of the Public Works Loan Board (PWLB) lending terms, ending the use of the PWLB for investment property bought primarily for yield. The Government cut PWLB lending rates to gilts + 100bps for Standard Rate and gilts + 80bps for Certainty Rate, with effect from 26 November 2020.
- l) The government is launching a new Levelling Up Fund worth £4bn (£600m in 2021/22), to invest in local infrastructure that has a visible impact on people and their communities and will support economic recovery. Bids for projects of around £20m that can be delivered in 2-3 years will be considered. The Prospectus is likely to be released early in the New Year.
- m) £300 million of new grant funding for adult and children's social care, in addition to the £1bn announced at SR19 that is being maintained in 2021/22. In addition, local authorities will be able to levy a 3% adult social care precept.
- n) Negative Revenue Support Grant is now fully funded.

4.19 The Provisional Finance Settlement was announced on the 17 December 2020 and provided Babergh with additional funding £724k of which £84k has been built into the 2021/22 budget. The remainder is to be transferred to either earmarked reserves or reallocated to cover Business Rates or Council Tax losses this will be confirmed in the final budget report.. This can be broken down as follows:

- additional Rural Services Delivery Grant of £11k
- a new Lower Tier Services grant of £91k to help mitigate the reduction in core spending power as a result of the New Homes Bonus changes
- New Homes Bonus was £18k less than originally estimated mainly due an increase in the number of empty properties, this element of the allocation was not included in the original estimate.

4.20 The headlines are as follows:

- No increase to the Business rates baseline funding
- £150m compensation for under-indexing the Business Rates multiplier, Babergh's share of this is £111k. At this stage this has not been built into the baseline numbers as this will form part of the forecast Business Rates budgets

that will be calculated in January along with the Suffolk Business Rates Pool forecasts.

- Rural Services Delivery Grant increased by 4.9% for Babergh, this is an additional £11k
- New one-off Lower Tier Services grant introduced of £111m to ensure no council will have less funding available in 2021/22 than 2020/21. Babergh's allocation is £91k.
- Babergh's share of the £1.55bn 5<sup>th</sup> tranche of Covid19 grant funding has been confirmed at £414k. This has not been included in the funding at this stage, the financial impacts of Covid19 will be assessed during 2021/22, in the meantime this grant will be placed in the Covid19 earmarked reserve.
- New Local Council Tax Support Grant £670m – outside the core settlement and is to fund authorities for the expected increase in Local Council Tax Support in 2021/22. This grant is to be allocated between Suffolk County Council, Suffolk Police and Crime Commissioner and Babergh. Provisional allocations are as follows:

	£
Babergh	115,290
Suffolk County Council	610,224
Suffolk Police and Crime Commissioner	101,166
<b>Total</b>	<b>826,680</b>

This has not been included in the funding at this stage until further work can be undertaken to establish how to fairly allocate Babergh's share.

- New Homes Bonus is £18k less than originally estimated mainly due an increase in the number of empty properties, this element of the allocation was not included in the original estimate.

4.21 Table 1 below shows the Provisional Finance Settlement compared to the budget for 2021/22.

#### 4.22 Table 1: Provisional Finance Settlement

	2021/22 Assumed	2021/22 Provisional Settlement	(Increase)/ Decrease
	£'000	£'000	£'000
New Homes Bonus	853	835	18
Rural Services Delivery Grant	227	238	(11)
Lower Tier Services Grant	-	91	(91)
Council Tax increase - £5, LCTRS & Growth	39	39	-
<b>Included as funding</b>	<b>1,119</b>	<b>1,203</b>	<b>(84)</b>
<b>Other funding announced</b>			
LCTS grant	-	115	(115)
5th Tranche of COVID19 funding	-	414	(414)
Compensation for under-indexing the business rates multiplier	-	111	(111)
<b>Total</b>	<b>1,119</b>	<b>1,843</b>	<b>(724)</b>

## 5. HOW IS THE COUNCIL'S REVENUE BUDGET BEING SPENT IN 2020/21?

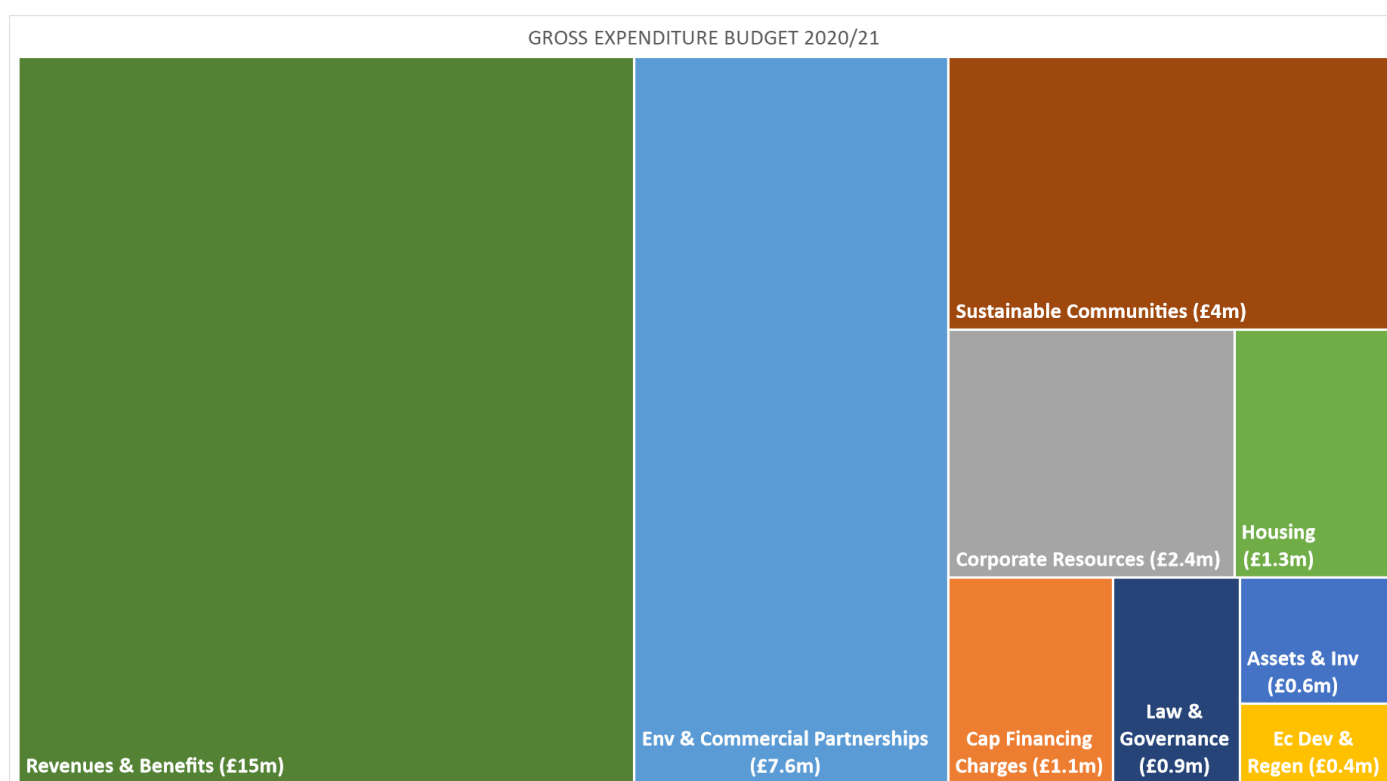
The Council's 2020/21 gross expenditure is £33.3m and Income is £23.3m giving a net cost of service of £9.9m. Table 2 below shows how this is funded.

**Table 2: Revenue Budget 2020/21**

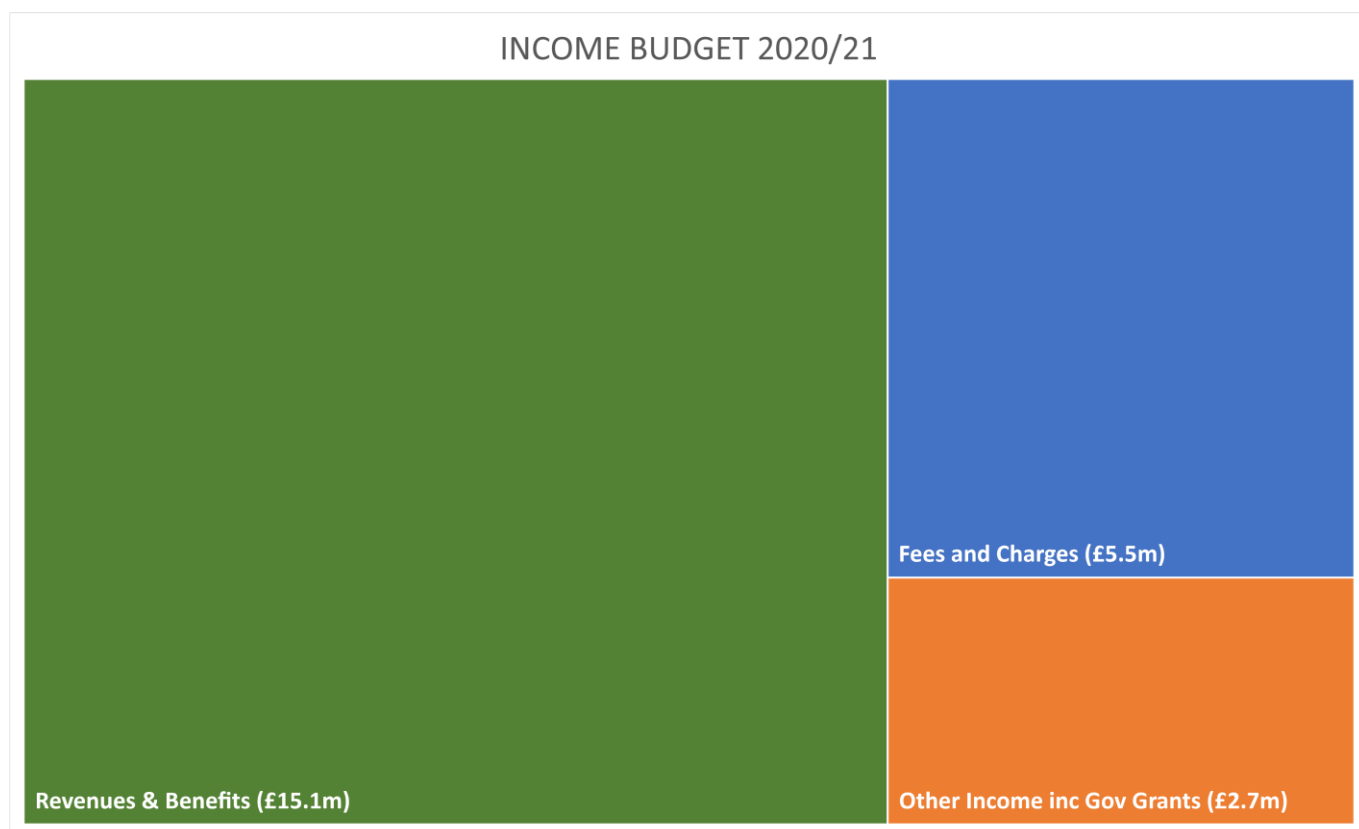
	£,000
<b>Gross Expenditure</b>	<b>33,301</b>
<b>Income</b>	<b>(23,332)</b>
<b>Net expenditure 2020/21</b>	<b>9,969</b>
<b>Funded by:</b>	
Earmarked Reserves	(278)
New Homes Bonus	(1,055)
S31 Grant	(1,577)
Business Rates	(1,760)
Collection Funds (Surplus)	(9)
Rural Services Delivery Grant	(227)
Council Tax	(5,774)
<b>Total Funding</b>	<b>(10,680)</b>
<b>Total surplus transferred to reserves</b>	<b>(711)</b>

5.1 Graph 1 below shows how the £33.3m gross expenditure is allocated across the services and Graph 2 below shows the breakdown of the £23.3m income. The funding element is not shown in these graphs.

**Graph 1 Gross Expenditure by service area in 2020/21**



## Graph 2 Income by service area in 2020/21



5.2 The Revenues and Benefits element (£15m) in both the expenditure and the income charts above includes housing benefit paid out to claimants and reimbursed from the Government.

5.3 The forecast position for 2020/21 at quarter 2 reported to Cabinet in December 2020 showed a projected surplus of £728k. However, there almost certainly will be further variances that occur throughout the remainder of the year. An updated position will be reported to Cabinet in March 2021 and the final outturn position in July 2021.

## 6. MEDIUM TERM FINANCIAL STRATEGY (MTFS) 2021-2025

### Strategic Aims

6.1 In order to achieve the Council's Vision, the Council needs to take a medium-term view of the budget through a robust financial strategy that is focused on delivering the 6 corporate strategic priorities.

6.2 The Council's main strategic financial aim remains to become self-financing i.e. not reliant on Government funding. The Council's parallel aim is to generate more funds than are required purely for core services, in order to enable additional investment into the district.

6.3 There are 3 key elements that need to be carefully balanced to ensure success. These are:

1. Cost management;
2. Income generation; and
3. Service levels.

## Principles

- 6.4 The approach over the medium term is to transform the Council into an organisation that is thriving and not just surviving, by continuously reviewing, remodelling and reinventing the way the Council operates.

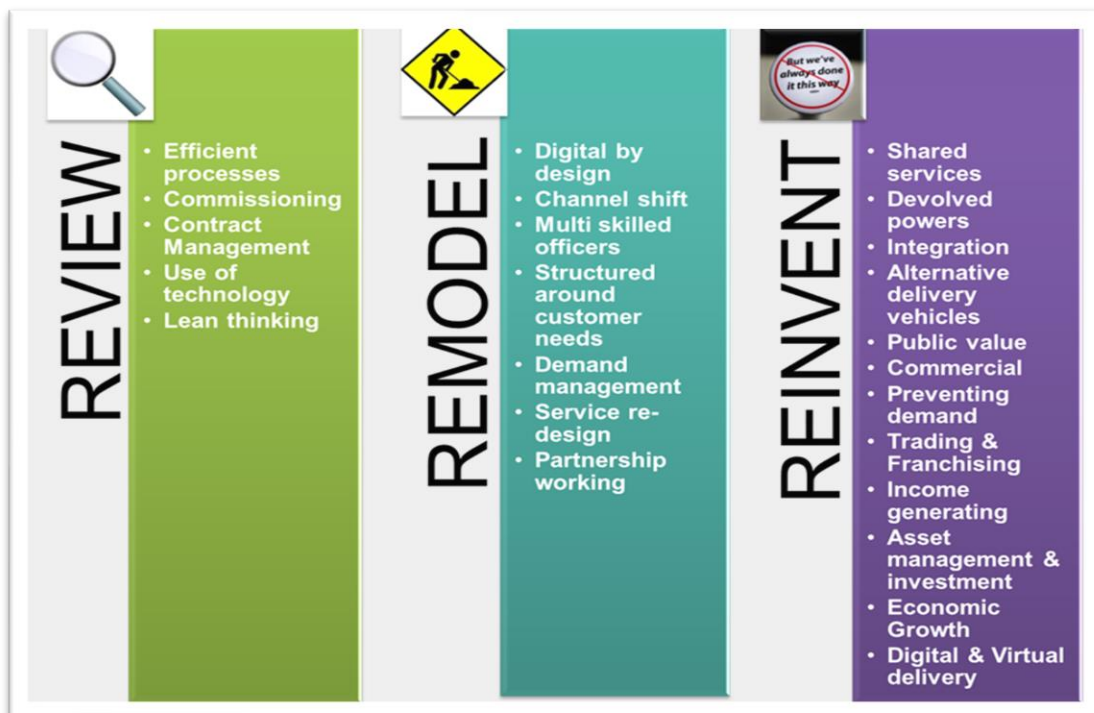
The following overarching principles are considered when evaluating ideas and opportunities for change:

- Reduce our costs (both internally and across the wider system)
- Increase our income
- Provide better / “best” value
- Increased social value
- Provide a better service for our customers
- Reduction in administration costs, without compromising service

- 6.5 The focus is on:

- internal efficiencies and improvements;
- continuously streamlining work and reducing waste in processes;
- greater cross-functional working and multi-skilling;
- improving ways of working to move away from ‘professional silos’ and toward integrated services for the public;
- customer demand understood, analysed and met through new services and business models;
- demand is re-shaped and managed while engaging service users to ascertain priorities.

- 6.6 The approach below shows in more detail for each element the methodology that will be adopted to achieve this.



6.7 Work is underway across the Council re-designing our service delivery using these three underpinning strands. However, during 2020/21 the focus for many service areas was diverted to responding swiftly and effectively to needs of our communities, residents and businesses to help mitigate the impact of the Covid19 pandemic.

#### 6.8 **Achievements during 2020/21**

- Business process reengineering programme of work
- Customer transformation programme
- ICT review and new strategy
- Reviewed complaints and FOI processes
- Review of performance framework
- New model for Disabled Facilities Grants
- Development of the Asset Management Plan
- Staff survey action plan
- Commissioning and procurement review
- New economic evidence base, refreshed strategy and action plan

6.9 Further work will continue in 2021/22 and is likely to require a longer-term approach and may require additional resources and investment. The Council will continue this approach in order to transform the way it operates over the next three years.

### 7. **RESERVES**

7.1 When setting the budget for the forthcoming year the Council must have regard to the level of reserves needed to provide enough resources to finance estimated future expenditure plus any appropriate allowances that should be made for contingencies.

7.2 The Council has been making significant savings for a number of years and with each year the challenge gets more difficult without negatively impacting on service standards. The approach outlined above will deliver savings or generate income to help close the medium-term budget gap. However, some of these will not be realised until 2022/23 onwards and investment from reserves may be required to deliver them.

7.3 Reserves only provide one-off funding, so the Council should avoid using reserves to meet regular recurring financial commitments.

7.1 In 2021/22 the Council is using £381k from earmarked reserves against specific service expenditure, this includes £64k for Locality budgets from the Transformation Fund. The Council is using all the £1.577m S31 grants and £431k of the £835k New Homes Bonus to balance the budget. The remainder of the New Homes Bonus, £404k is being transferred to a new Climate Change and Biodiversity earmarked reserve and will be used to invest in sustainable travel and other projects that will support the Council's commitment to be carbon neutral by 2030.

7.2 Table 3 below shows the earmarked reserves balance from 31 March 2020, forecast through to 31 March 2022. This shows that the level of reserves (excluding CIL) increases by 9% over the two years.

**Table 3: Forecast Earmarked Reserve Levels**

<b>BABERGH</b>									
	Balance	Trf	Forecast	Forecast	Balance	Trf	Forecast	Forecast	Balance
Transfers to / from Earmarked Reserves	31 March	between	trf to	trf from	31 March	between	trf to	trf from	31 March
	2020				2021				2022
Transformation Fund	(538)	140	(3,343)	2,866	(874)		(2,412)	2,512	(775)
Business Rates Retention Pilot	(1,138)			237	(901)			81	(820)
Business Rates Equalisation	(1,216)	140			(1,076)			69	(1,007)
Climate Change and Biodiversity					-		(404)		(404)
Government Grants	(204)			39	(165)		(5)		(170)
Commuted Maintenance Payments	(478)		(376)		(854)				(854)
COVID19	-	(280)			(280)				(280)
Elections Fund	(20)		(20)		(40)		(20)		(60)
Elections Equipment	(35)				(35)				(35)
Homelessness	(241)		(41)	97	(185)		(8)	35	(157)
Temporary Accommodation	(74)			9	(65)			14	(50)
Planning (Legal)	(263)			58	(205)				(205)
Neighbourhood Planning Grants	(76)		(46)	25	(97)		(68)		(165)
Community Housing Fund	(195)			27	(168)			26	(142)
Strategic Planning	(55)			40	(15)				(15)
Joint Local Plan	(118)			72	(46)				(46)
Planning Enforcement	(88)			15	(73)				(73)
Well-being	(275)			1	(274)			56	(217)
Waste	(9)			9	-				-
<b>Total Earmarked Reserves excluding CIL</b>	<b>(5,014)</b>	<b>-</b>	<b>(3,826)</b>	<b>3,488</b>	<b>(5,352)</b>	<b>-</b>	<b>(2,917)</b>	<b>2,794</b>	<b>(5,476)</b>
Community Infrastructure Levy (CIL)	(6,378)				(6,378)				(6,378)
<b>Total Earmarked Reserves</b>	<b>(11,392)</b>	<b>-</b>	<b>(3,826)</b>	<b>3,488</b>	<b>(11,730)</b>	<b>-</b>	<b>(2,917)</b>	<b>2,794</b>	<b>(11,854)</b>

7.3 There is an agreed process for CIL bids, however nothing has been included in this table for CIL income and expenditure for 2021/22 as this is difficult to predict.

7.4 In addition to the earmarked reserves, the Council also holds a general fund reserve of £1.2m, which equates to approximately 12% of the net cost of service. This is a prudent level of reserve to hold, as has been evidenced by the Covid19 pandemic this year, to mitigate against unexpected financial risks that cannot be offset by savings during the year or with use of the earmarked reserves in Table 3.

## 8. FORECAST BUDGET GAP TO 2024/25

8.1 To establish the medium-term position several assumptions have been made as to the expected level of funding and a number of cost pressures and savings have been identified over the period.

### Funding

8.2 Funding arrangements for councils have changed significantly in recent years, the revenue support grant has been completely removed for the Council and New Homes Bonus (NHB) legacy payments continue to be phased out. Government has indicated that a consultation paper on the future of NHB will be published shortly.

8.3 2019/20 was the last year of the four-year Comprehensive Spending Review where councils had some certainty about their funding levels. 2020/21 and 2021/22 continue to be one off Spending Reviews, therefore the medium-term position continues to be more difficult to forecast.

8.4 MHCLG is still committed to delivering the wider reforms to local government funding however whether this is achievable for 2022/23 remains to be seen, as fully worked proposals for consultation would need to be ready before Summer 2021.

- 8.5 Government has recognised that councils are now more reliant on council tax and business rates as the main sources of funding. A full review of the business rates system is expected to be published in Spring 2021. This is needed now more than ever with the impact of Covid19 on the economy.
- 8.6 Since NHB was introduced in 2011/12 the Council has received £11m in total. The Council continues to be reliant on NHB to support the budget, but in the last two years has been able to use some to supplement the Transformation Fund. For 2021/22, reliance on NHB to balance the budget equates to £431k.
- 8.7 As shown in Table 4 below, the use of NHB to balance the budget increased from 99% in 2017/18 to 100% in 2018/19 and 2019/20 and then reduces to 52% in 2021/22.

**Table 4: New Homes Bonus used from 2017/18 to 2021/22**

	2017/18	2018/19	2019/20	2020/21	2021/22	Total
	£'000	£'000	£'000	£'000	£'000	£'000
Amount of NHB received	1,212	866	683	1,055	835	4,651
NHB used to balance the budget	1,197	866	683	343	431	3,520
% of NHB allocation to balance budget	99%	100%	100%	33%	52%	76%

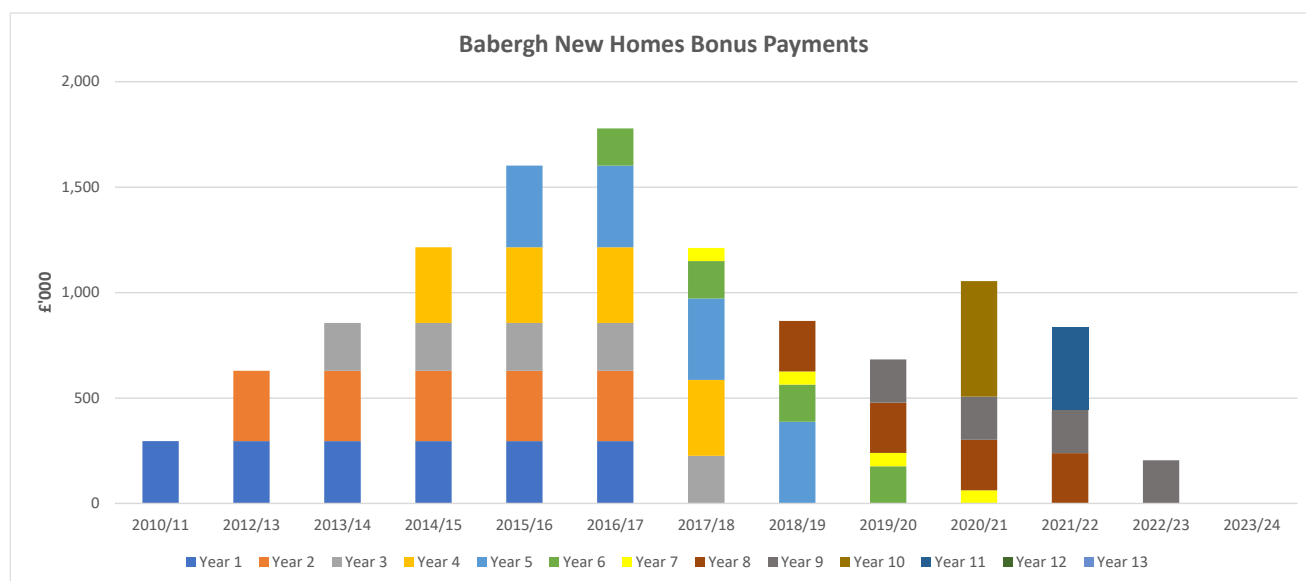
- 8.8 Table 5 and Graph 3 below shows the NHB over the last ten years plus the estimated allocations for 2021/22 to 2023/24. This assumes 0.7% growth over and above the 0.4% threshold, one more year's growth for 2021/22 only and the legacy payments being phased out from 2020/21 year on year with nothing being received in 2023/24.
- 8.9 This shows how NHB has declined from a peak of £1.8m in 2016/17 to £835k in 2021/22, after the Government announced it would reduce the allocation from 6 years to 5 years in 2017/18 and to 4 years in 2018/19, as well as introducing a 0.4% growth baseline in 2017/18.
- 8.10 For 2021/22 the 0.4% growth for Babergh means that the first 156 new homes built will receive no payment.

**Table 5: New Homes Bonus sums per year**

Payments	2010/11	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	Estimated		
											2021/22	2022/23	2023/24
Year 1	295	295	295	295	295	295							
Year 2		334	334	334	334	334							
Year 3			226	226	226	226	226						
Year 4				360	360	360	360						
Year 5					387	387	387	387					
Year 6						177	177	177	177				
Year 7							63	63	63	63			
Year 8								239	239	239	239		
Year 9									205	205	205	205	
Year 10										548			
Year 11											391		
Year 12													
Year 13													
<b>Total</b>	<b>295</b>	<b>630</b>	<b>856</b>	<b>1,215</b>	<b>1,602</b>	<b>1,779</b>	<b>1,212</b>	<b>866</b>	<b>683</b>	<b>1,055</b>	<b>835</b>	<b>205</b>	



**Graph 3: New Homes Bonus Payments - Estimated for 2021/22 to 2023/24**



8.11 In calculating the expected level of funding across all sources, the following assumptions have been made:

- a) Minimal use of reserves after 2023/24.
- b) NHB as per Table 5 above.
- c) No growth in business rates income.
- d) Nothing has been included for forecast Business Rates surplus or deficit beyond 2020/21 based on the assumption that the equalisation earmarked reserve will accommodate this. The 2020/21 forecast deficit of £206k, has been spread over three years as permitted by Government.
- e) Rural Services Delivery grant has increased from £227k to £238k and will continue at the higher level for the next three years.
- f) Council Tax £5 increase every year for the next three years, generating on average an incremental additional £171k per annum.
- g) Tax base growth of 1% every year for the next four years, which generates approximately £60k per annum.
- h) As mentioned in paragraph 4.8, the impact of Covid19 has resulted in a lower taxbase for 2021/22 due to an increase in LCTRS caseload and an assumed lower collection rate. It is anticipated that this will start to recover from 2022/22 to 2023/24.

8.12 Table 6 below shows the forecast funding from 2021/22 to 2024/25. Ignoring the use of reserves, funding decreases by 0.2% over the 4-year period. This is mainly due to the assumed reduction and phasing out of NHB as shown in Table 5 above.

8.13 By 2023/24 Government funding is expected to reduce significantly except for Rural Services Delivery Grant. The main sources of funding for the Council are Business Rates and Council Tax.

- 8.14 In 2021/22 the Council will be using 100% of S31 grant and 52% of NHB to achieve a balanced budget.

**Table 6: Forecast Funding 2021/22 – 2024/25**

Description	2020/21	2021/22	2022/23	2023/24	2024/25
	Budget	Budget	Forecast	Forecast	Forecast
	£000	£000	£000	£000	£000
<b>Funding:</b>					
Other Earmarked Reserves	(278)	(317)	(162)	(95)	(26)
Transformation Fund - Community Capacity Building	-	(64)	(64)	(64)	(64)
New Homes Bonus - provisional 2022/23 onwards	(1,055)	(835)	(205)	(0)	(0)
S31 Business Rates Grant	(1,577)	(1,577)	(1,577)	(1,577)	(1,577)
Government Support					
(a) Baseline business rates	(1,880)	(1,880)	(1,880)	(1,880)	(1,880)
(b) B/Rates – levy	527	527	527	527	527
(c) B/Rates – growth/pooling benefit	(323)	(323)	(323)	(323)	(323)
(d) B/Rates prior yr deficit / (surplus)	(85)	69	69	69	-
(e) Rural Services Delivery Grant	(227)	(238)	(238)	(238)	(238)
(f) Lower Tier Services Grant	-	(91)	-	-	-
Council Tax Collection Fund deficit	(9)	64	46	46	-
Council Tax - £5 increase per annum	(5,637)	(5,942)	(5,983)	(6,250)	(6,523)
(Growth) / Reduction in taxbase - 1% 2022/23 onwards	(137)	59	(130)	(99)	(63)
Impact of LCTRS on taxbase	-	69	36	-	-
<b>Total Funding</b>	<b>(10,680)</b>	<b>(10,479)</b>	<b>(9,885)</b>	<b>(9,884)</b>	<b>(10,167)</b>

### 2021/22 Budget

- 8.15 The summary in Table 7 below shows breakdown of the Council's net cost of service for 2021/22 (£10.075m) compared to 2020/21 (£9.969m), an increase of £106k.
- 8.16 The Council's 2021/22 gross expenditure is £33.2m and Income is £23.1m giving a net cost of service of £10.1m.

**Table 7**

<b>GENERAL FUND REVENUE BUDGET SUMMARY</b>			
	<b>2020/21</b>	<b>2021/22</b>	<b>Movement</b>
	<b>£'000</b>	<b>£'000</b>	<b>£'000</b>
1 Employee Costs - excl grant & reserve funding 21/22 £257k	7,878	8,230	351
2 Premises	1,036	1,164	128
3 Supplies & Services	4,369	4,310	(59)
4 Transport	144	207	63
5 Contracts	4,531	4,925	394
6 Revenues and Benefits	14,654	13,795	(858)
<b><u>Capital Financing Charges</u></b>			
7 Interest Payable (Pooled Funds)	30	30	-
8 Interest Payable (CIFCO)	596	289	(307)
9 Interest Payable (CIFCO - further investment)	106	91	(15)
10 MRP	1,136	1,266	130
11 Charge to HRA	(1,200)	(1,243)	(43)
12 Charge to Capital	(4)	(4)	(0)
13 Transfers to Reserves	25	101	76
14 <b>Gross Expenditure</b>	<b>33,301</b>	<b>33,162</b>	<b>(139)</b>
15 Revenues and Benefits Income	(15,127)	(14,260)	867
16 Other Income	(5,865)	(6,063)	(198)
<b><u>Investment Income</u></b>			
17 Pooled Funds	(569)	(569)	-
18 Interest Receivable (Cash Surplus)	(15)	(15)	-
19 Interest Receivable (CIFCO)	(1,162)	(1,156)	6
20 Interest Receivable (CIFCO - further investment)	(594)	(1,023)	(430)
21 <b>Gross income</b>	<b>(23,332)</b>	<b>(23,087)</b>	<b>245</b>
22 <b>Net Service Cost</b>	<b>9,969</b>	<b>10,075</b>	<b>106</b>
23 Transfers from Reserves - earmarked	(278)	(317)	(39)
24 Transformation Fund - Community Capacity Building	-	(64)	(64)
25 New Homes Bonus	(1,055)	(835)	219
26 S31 Business Rates Grant - to balance the budget	(1,577)	(1,577)	-
27 Baseline business rates	(1,880)	(1,880)	-
28 Business rates levy	527	527	-
29 Business rates – growth/pooling benefit	(323)	(323)	-
30 Business rates – collection fund deficit / (surplus)	(85)	69	153
31 Rural Services Delivery Grant	(227)	(238)	(11)
32 Lower Tier Services Grant	-	(91)	(91)
33 Council Tax	(5,774)	(5,813)	(39)
34 Surplus on Council Tax Collection fund	(9)	64	73
35 <b>Total Funding</b>	<b>(10,680)</b>	<b>(10,479)</b>	<b>202</b>
36 Shortfall / (Surplus) funding	(711)	(404)	308
37 Transfer to Transformation Fund	711	-	(711)
38 Transfer to Climate Change	-	404	404

8.17 The approach for the 2021/22 budget setting included “budget challenge sessions” which consisted of Corporate Managers taking a group of peers (comprising other Corporate Managers and Assistant Directors) through their budgets line by line. The peer group provided challenge and review to the budgets. As a result, a number of savings were identified, as shown in the explanations below.

- 8.18 This work will continue throughout 2021/22 as there were a number of areas that were identified that are aligned to the approach set out in section 6 of this report and will require further work in order to deliver efficiencies.
- 8.19 With the net cost of service increasing and Government funding reducing in particular, NHB which the Council is still reliant on to balance the budget some difficult decisions have had to be made.
- 8.20 Funding for free swims for children under 16 over the school holidays has been removed saving £38k. The contribution to Sudbury Town Council has been reduced by £30k and the introduction of short-term car parking (detailed below) are all proposals that have been built into the 2021/22 budget.
- 8.21 In calculating the 2021/22 budget, the following assumptions have been made:

### **Staffing**

- Grant funding and reserves of £257k is being used to fund staffing costs in 2021/22.
- 2% pay award, however this will depend on the agreement between LGA and the relevant trade unions, this amounts to £161k.
- Incremental progression through grades to the value of £109k have been included.
- Pension fund assumptions
  - future rate contribution - 23%, no change from 2020/21.
  - pension deficit lump sum – 1% per annum reduction from 2021/22, saving £58k.
  - The staffing budgets do not yet reflect any changes as a result of the Public Realm contract ceasing and moving to an in-house service during 2021/22, however the cost of the contract has been included as the impact should be cost neutral.

### **Premises**

- Insurance premium for theft from unoccupied buildings £18k increase.
- An increase in the repairs costs to PV Panels has been identified totalling £60k
- Development of the former Council offices has been delayed as a result of Covid19, therefore the security costs have been extended for a further period in 2021/22 at a cost of £57k.

### **Supplies & Services**

- ICT cost savings have been identified of £128k as a result of migrating to Microsoft Teams, a review of licences and digital transformation.
- Costs associated with the implementation of short-term car parking charges including signage, wayfinding, maintenance and improved cycle parking £69k.

- Increase to service charges for Endeavour house £43k, subject to discussions with Suffolk County Council.
- Savings to print post and stationery have been identified totalling £27k.

### **Transport**

- Proposal to convert the Council's fleet to hydrogenated vegetable oil (HVO) to reduce the Council's carbon emissions, if approved, will increase vehicle running costs by £88k.
- Reduction to travel costs including essential user and disturbance allowances, saving £64k, but also contributing to the Council's reduction in carbon emissions.

### **Contracts**

- Contracts – general 2% increase totalling £116k including Leisure, SRP and some ICT contracts.
- Major contracts – Waste increase of £210k.

### **Income**

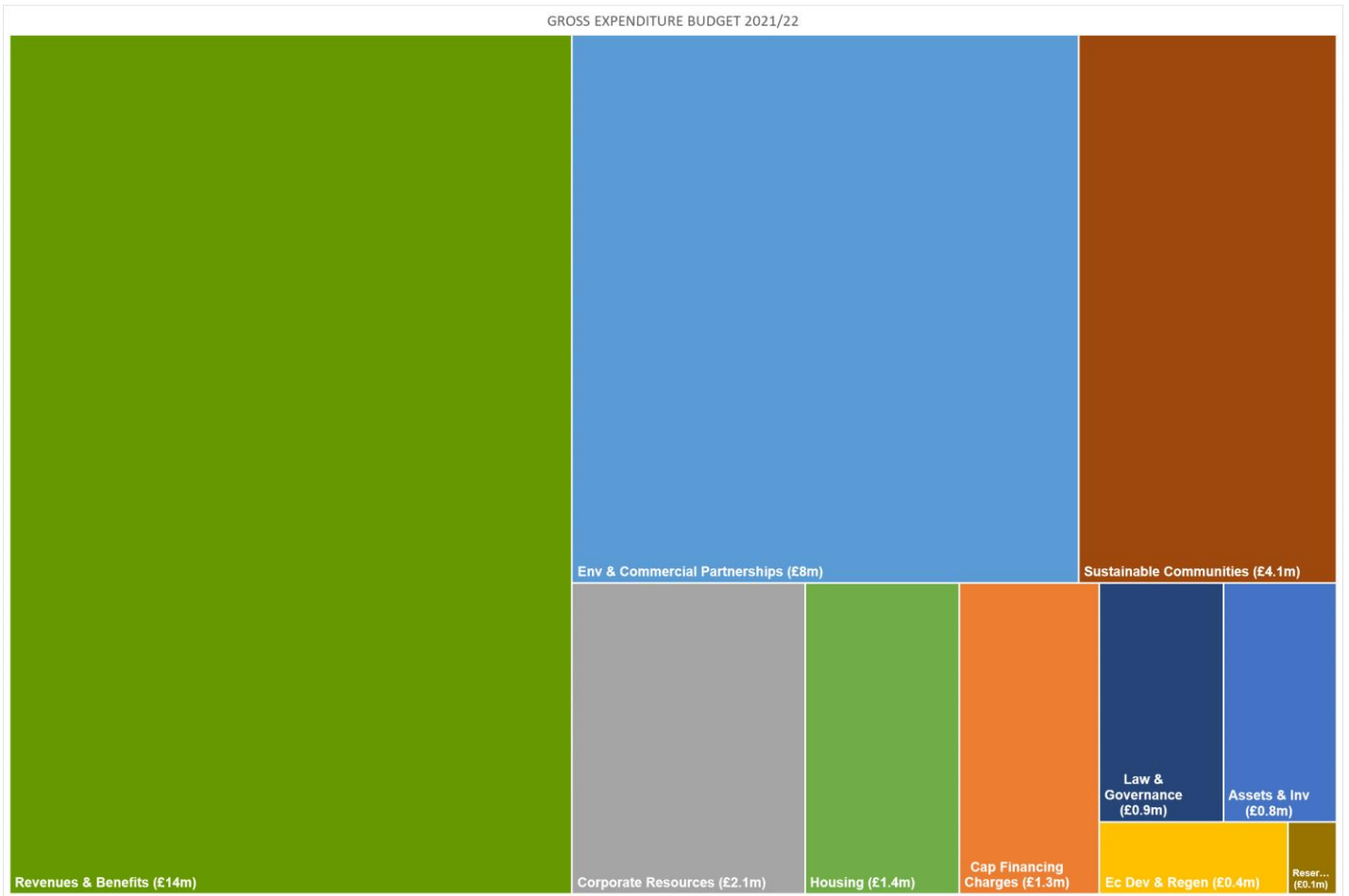
- As a result of Covid19 car parking income projections have been reduced by 30%, resulting in a reduction to income of £148k.
- The implementation of short-term car parking charges across the District generating £244k additional income.
- Increase of £2.50 to Garden Waste Subscription generating an additional £60k, an increase to the volumes of subscription has also been included, generating £18k.
- Fees and charges inflationary increase of 3% totalling £62k for services including food and safety, street naming and numbering, public rights of way, rents, emptying of dog and litter bins, waste, licensing, and land charges.

### **Capital Financing charges and Investment Income**

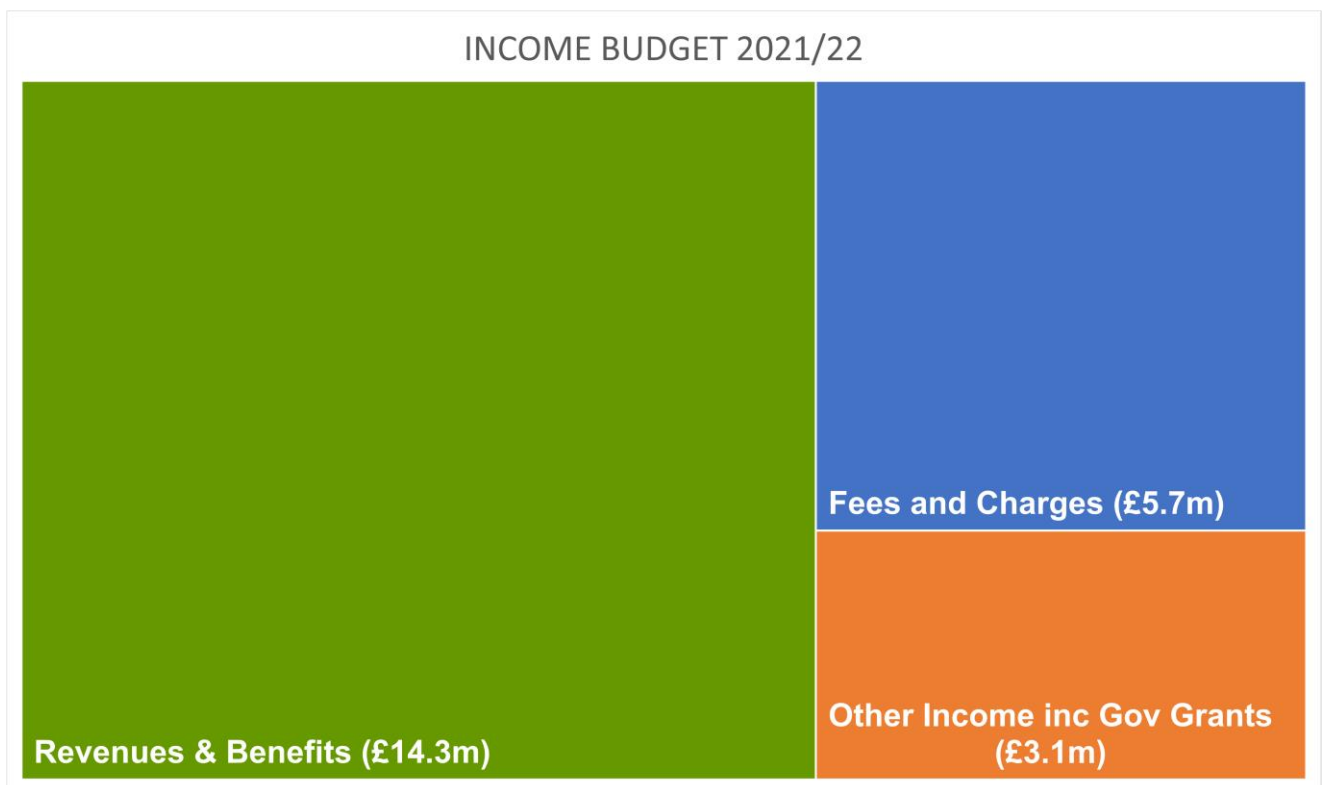
- An increase to the Council's borrowing requirements to fund the Capital Programme in 2021/22 has resulted in additional Minimum Revenue Provision (MRP) of £130k.
- The Council is continuing to take advantage of low short-term interest rates for another year, saving £307k.
- With the full investment of CIFCO expected by the end of 2020/21, additional income has been included of £424k.

8.22 Graph 4 below shows how the £33.2m gross expenditure is allocated across the services and Graph 7 below shows the breakdown of the £23.1m income. The funding element is not shown in these graphs.

**Graph 4 Gross Expenditure by service area in 2021/22**



**Graph 5 Income by service area in 2021/22**



8.23 The Revenues and Benefits element (£14m) in both the expenditure and the income charts above includes housing benefit paid out to claimants and reimbursed from the Government.

### Budget Gap

8.24 Table 8 below shows the forecast deficit for 2022/23 - 2024/25 with and without New Homes Bonus.

8.25 The position for 2021/22 is a £404k surplus. This is achieved by using £431k New Homes Bonus, £1.6m S31 grant, £238k Rural Service Delivery Grant and £381k from reserves.

8.26 Over the next three years the net cost of service increases by £1.9m, mainly due to pay award, increments and inflationary increases on major contracts. The £5 increase in council tax and taxbase growth over the same period (£773k) only covers 42% of this increase. Use of reserves reduces by £292k and the Council loses £835k in NHB funding, leaving a budget gap of £1.8m

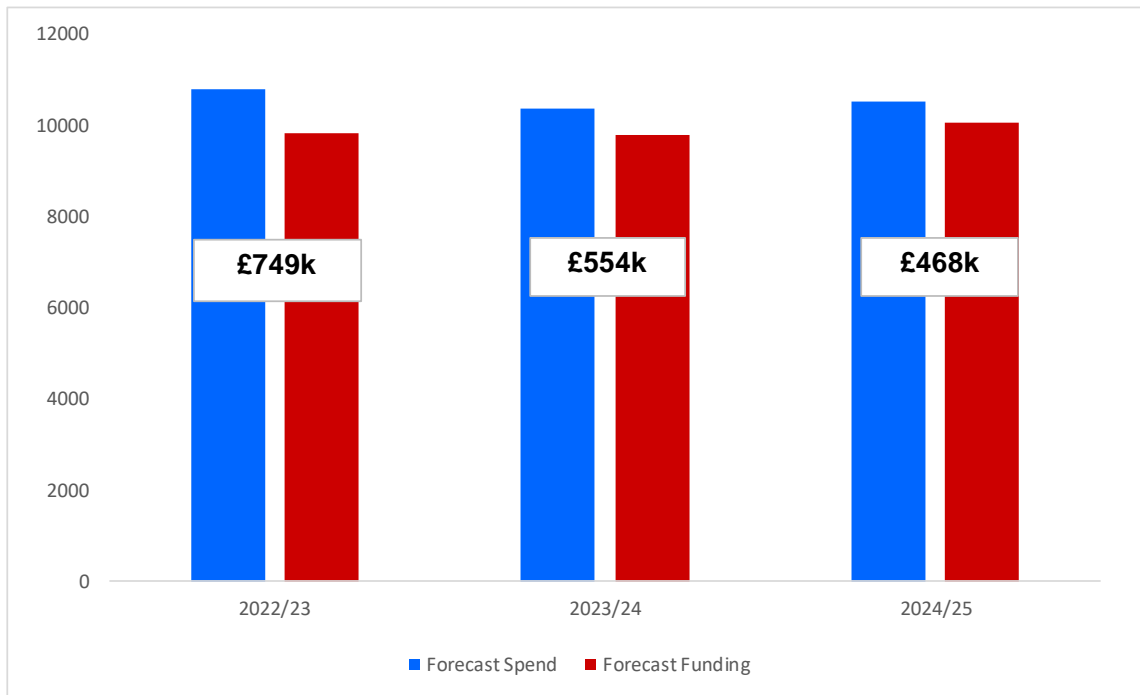
8.27 Over the three-year period from 2022/23 the Council's cumulative deficit of £1.8m must be addressed. The Council will need to deliver significant income or savings, with the key objective to become self-financing and to have more than enough funds to invest within the Council itself and across the district.

**Table 8: Forecast Budget Gap 2022/23 - 2024/25**

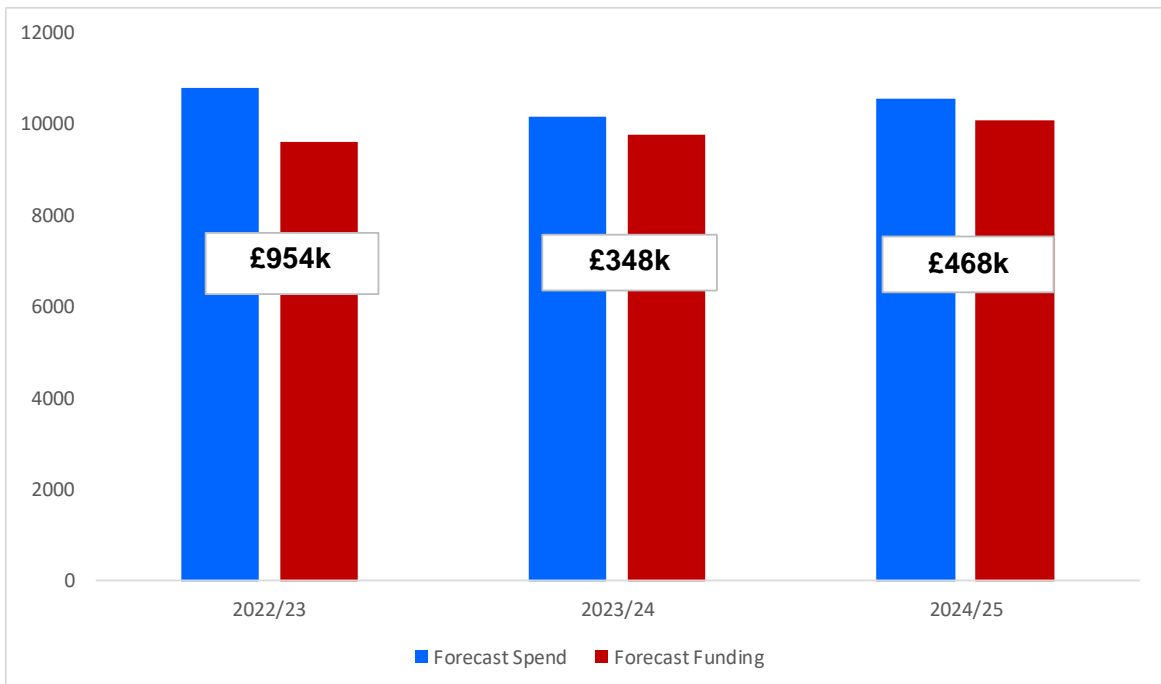
	Babergh		
	2022/23	2023/24	2024/25
<b>Net Service Cost current year</b>	<b>10,634</b>	<b>10,438</b>	<b>10,635</b>
Funding	(9,885)	(9,884)	(10,167)
<b>Annual Deficit /(Surplus)</b>	<b>749</b>	<b>554</b>	<b>468</b>
<b>Cummulative Deficit/(Surplus)</b>	<b>749</b>	<b>1,303</b>	<b>1,771</b>

	Babergh		
	2022/23	2023/24	2024/25
<b><u>Excluding NHB</u></b>			
<b>Net Service Cost current year</b>	<b>10,634</b>	<b>10,232</b>	<b>10,635</b>
Funding	(9,680)	(9,884)	(10,167)
<b>Annual Deficit /(Surplus)</b>	<b>954</b>	<b>348</b>	<b>468</b>
<b>Cummulative Deficit/(Surplus)</b>	<b>954</b>	<b>1,303</b>	<b>1,771</b>

**Graph 4: Forecast Budget Gap including NHB (annual) 2022/23 - 2024/25**



**Graph 5: Forecast Budget Gap excluding NHB (annual) 2021/22 - 2024/25**





## **9. CIPFA RESILIENCE INDEX**

- 9.1 CIPFA's Financial Resilience Index, made publicly available for the first time in 2019, aims to support good practice in the planning of sustainable finance. The index does not come with CIPFA's own scoring, ranking or opinion on the financial resilience of an authority. However, users of the index can undertake comparator analysis drawing their own conclusions.
- 9.2 The 2020 index, which will provide the relative position for the 2019/20 financial year, will be made publicly available shortly. Councils performance will be ranked relative to those in the selected 'comparator group'.
- 9.3 As part of the audit work for the 2018/19 and 2019/20 financial statements, a going concern review was undertaken in light of Covid19. The Council has demonstrated that it is currently in a strong financial position with the level of reserves it has and the funding received from the Government mitigating the financial impact forecast at this stage.
- 9.4 The Council will continue to strive to become self-financing over the next three years, using reserves as a last resort. Earmarked Reserves may be drawn on for their intended function, such as to mitigate the impact of Covid19, Climate Change initiatives, and funding specific projects. As such, the reserves indicators within the resilience index could move either way in future years.

### **CIPFA FM Code of Practice**

- 9.5 CIPFA has developed the Financial Management Code (FM Code) 'designed to support good practice in financial management and to assist local authorities in demonstrating their financial sustainability.' The FM code has several components including six Principles of Good Financial Management, setting the benchmark against which all financial management should be judged.
- 9.6 CIPFA expect the first full year of compliance with the FM Code to be 2021/22 and it is for individual authorities to determine whether they meet the standards. The Extended Leadership Team have taken part in the first workshop to develop awareness and understanding of the requirements of the code. Work will continue throughout 2021/22 to ensure the Council adopts best practice.

## **10. FEES AND CHARGES**

- 10.1 Fees and charges have been reviewed by budget holders as part of this budget setting process and a separate report can be found on the agenda of this meeting. The impact of the charges being proposed have been built into the draft budget for 2021/22.

## **11. CAPITAL PROGRAMME**

- 11.1 The detailed Capital Programme is attached at Appendix B, the 2021/22 budget totals £3.1m.
- 11.2 The Capital and Investment Strategy will have further details of the Council's borrowing capacity and the impacts of the capital programme, this will be presented to Cabinet in February along with the final budget report, following review by Joint Audit and Standards Committee in January 2021.

## 12. LINKS TO THE CORPORATE PLAN

- 12.1 Ensuring that the Council makes best use of its resources is what underpins the ability to achieve the priorities set out in the Corporate Plan and aligns to the corporate outcomes against a backdrop of efficiency, and sound financial robustness. The underlying principle of the Medium-Term Financial Strategy is to be financially sustainable.

## 13. FINANCIAL IMPLICATIONS

- 13.1 These are detailed in the report.

## 14. LEGAL IMPLICATIONS

- 14.1 The provisions of the Local Government Finance Act 1992 (LGFA 1992) requires the Council to set a balance budget with regard to the advice of its Chief Finance Officer (Section 151).

## 15. RISK MANAGEMENT

- 15.1 This report is most closely linked with the Council's Significant Risk No. 13 – We may be unable to respond in a timely and effective way to financial demands and also Corporate Risk No. 5E05 – if the Finance Strategy is not in place with a balanced position over the medium term the Councils will not be able to deliver the core objectives and service delivery may be at risk of not being delivered. Other key risks are set out below:

<b>Risk Description</b>	<b>Likelihood</b>	<b>Impact</b>	<b>Mitigation Measures</b>
If the Council does not plan and identify options to meet the medium-term budget gap, then it will have a detrimental impact on the resources available to deliver services and the strategic priorities.	Unlikely - 2	Bad - 3	Clear priority outcomes and robust business cases for investment plus use of the Transformation Fund to support the MTFs and an Investment Strategy. The S151 Officer will submit the Section 25 report on the robustness of estimates and adequacy of reserves in February 2021.
If economic conditions and other external factors like Covid19 are worse than budgeted for it could have an adverse effect on the Councils 2021/22 and medium-term financial position	Probable – 3	Noticeable - 2	Maintain the focus and momentum on reducing the budget gap throughout the financial year. Announcement about additional Covid19 funding from the Government into 2021/22.  Maintain sufficient minimum reserve level to withstand the impact.

<b>Risk Description</b>	<b>Likelihood</b>	<b>Impact</b>	<b>Mitigation Measures</b>
If the Council does not plan for the impact of Brexit, then there could be additional unexpected financial costs and a negative impact on the Councils funding.	Unlikely - 2	Bad - 3	The Council has nominated a Brexit lead to work with Government and to plan for the impacts of Brexit across the Council.  A corporate Brexit risk register has been created in consultation with all service areas.

## **16. CONSULTATIONS**

- 16.1 Consultations have taken place with Assistant Directors, Corporate Managers and other Budget Managers as appropriate.

## **17. EQUALITY ANALYSIS**

- 17.1 An equality impact assessment will be undertaken with each Assistant Director for any changes within the budget proposals.

## **18. ENVIRONMENTAL IMPLICATIONS**

- 18.1 Assistant Directors, Corporate Managers and other Budget Managers will consider the environmental impact of any savings proposals and throughout the year as they manage their budgets.
- 18.2 A number of initiatives are in progress to support the Council's Climate Change ambitions, including HVO fuel being introduced across the Councils fleet and reduced travel and printing as a result of a large majority of staff working from home.

## **19. APPENDICES**

<b>Title</b>	<b>Location</b>
Appendix A – Draft Capital Programme	Attached

## **20. BACKGROUND DOCUMENTS**

Provisional Local Government Finance Settlement

General Fund Financial Monitoring 2020/21 – Quarter 2 - BCa/20/11

DRAFT CAPITAL PROGRAMME 2021/22 TO 2024/25

APPENDIX A

Babergh District Council - General Fund Capital Budgets	2020/21 Outturn	2020/21 Anticipated C/Fwds	2021/22 Budget	2022/23 Forecast	2023/24 Forecast	2024/25 Forecast	Total Spend 2021/22 - 2024/25
2021/22 to 2024/25	£'000	£'000	£'000	£'000	£'000	£'000	£'000
<b>General Fund Account</b>							
<b>Housing</b>							
Mandatory Disabled Facilities Grant	231	1,225	760	409	409	409	1,987
Renovation/Home Repair Grants	100	0	100	100	100	100	400
Empty Homes Grant	18	149	100	100	100	100	400
Grants for Affordable Housing	0	400	0	0	0	0	0
<b>Total Housing</b>	<b>349</b>	<b>1,774</b>	<b>960</b>	<b>609</b>	<b>609</b>	<b>609</b>	<b>2,787</b>
							0
<b>Environment and Projects</b>							
Replacement Refuse Freighters - Joint Scheme	301	0	0	2,060	0	231	2,291
Bins	70	0	65	75	75	75	290
<b>Total Environment and Projects</b>	<b>371</b>	<b>0</b>	<b>65</b>	<b>2,135</b>	<b>75</b>	<b>306</b>	<b>2,581</b>
<b>Communities and Public Access</b>							
Vehicle and Plant Renewals	0	0	715	0	0	0	715
Planned Maintenance / Enhancements-Car Parks	0	82	55	7	45	5	112
<b>Total Community Services</b>	<b>0</b>	<b>82</b>	<b>770</b>	<b>7</b>	<b>45</b>	<b>5</b>	<b>827</b>
<b>Sustainable Communities</b>							
Play equipment	77	0	129	50	50	50	279
Community Development Grants	222	0	117	117	117	117	468
<b>Total Sustainable Communities</b>	<b>299</b>	<b>0</b>	<b>246</b>	<b>167</b>	<b>167</b>	<b>167</b>	<b>747</b>
<b>Leisure Contracts</b>							
Kingfisher Leisure Centre Improvements	0	0	100	100	100	100	400
Hadleigh Pool Improvements	0	0	50	50	50	50	200
Kingfisher Leisure Centre Refurbishment	663	625	0	0	0	0	0
Hadleigh Pool Refurbishment	1,345	576	0	0	0	0	0
Solar Car Ports	0	0	600	0	0	0	600
<b>Total Leisure Contracts</b>	<b>2,008</b>	<b>1,202</b>	<b>750</b>	<b>150</b>	<b>150</b>	<b>150</b>	<b>1,200</b>
<b>Investment and Commercial Delivery</b>							
Planned Maintenance / Enhancements - Corporate Buildings	0	36	30	30	30	30	120
Leases on Property (under new IFRS16)	0	0	0	439	0	0	439
Borehamgate	0	0	64	64	64	64	256
Strategic Investment Fund	0	3,000	0	0	0	0	0
Regeneration Fund	90	6,321	0	0	0	0	0
Regeneration Fund - HQ Sites	194	0	0	0	0	0	0
CIFCO	18,605	0	0	0	0	0	0
<b>Total Investment and Commercial Delivery</b>	<b>18,889</b>	<b>9,357</b>	<b>94</b>	<b>533</b>	<b>94</b>	<b>94</b>	<b>815</b>
<b>ICT &amp; Customer</b>							
ICT - Hardware / Software costs	200	248	250	250	250	250	1,000
<b>Total Corporate Resources</b>	<b>200</b>	<b>248</b>	<b>250</b>	<b>250</b>	<b>250</b>	<b>250</b>	<b>1,000</b>
<b>TOTAL General Fund Capital Spend</b>	<b>22,116</b>	<b>12,662</b>	<b>3,134</b>	<b>3,851</b>	<b>1,390</b>	<b>1,581</b>	<b>9,957</b>
<b>GF Financing</b>							
External Grants and contributions	621	1,225	1,060	409	409	409	2,287
s106	0	0	79	50	0	0	129
Capital Receipts	0	0	0	0	0	0	0
Transformation / GEF / BRRP Reserves	0	0	0	0	0	0	0
Borrowing	21,495	11,438	1,996	3,392	981	1,172	7,541
Other Reserves	0	0	0	0	0	0	0
<b>Total GF Capital Financing</b>	<b>22,116</b>	<b>12,662</b>	<b>3,134</b>	<b>3,851</b>	<b>1,390</b>	<b>1,581</b>	<b>9,957</b>

# Agenda Item 13

## BABERGH DISTRICT COUNCIL

<b>TO:</b> Cabinet	<b>REPORT NUMBER:</b> BCa/20/20
<b>FROM:</b> Councillor John Ward Cabinet Member for Finance	<b>DATE OF MEETING:</b> 7 January 2021
<b>OFFICER:</b> Gavin Fisk, Assistant Director, Housing	<b>KEY DECISION REF NO.</b> CAB219

### DRAFT HOUSING REVENUE ACCOUNT (HRA) 2021/22 BUDGET AND FOUR-YEAR OUTLOOK

#### 1 PURPOSE OF REPORT

- 1.1 The report contains details of the draft revenue and capital budgets and the Council's strategic financial aim. The purpose of this report is to present the draft HRA Budget for 2021/22 and four-year outlook.
- 1.2 To enable Members to consider key aspects of the 2021/22 HRA Budget, including Council House rent levels.

#### 2 OPTIONS CONSIDERED

- 2.1 The Housing Revenue Account Budget for 2021/22 and four-year outlook is an essential element in achieving a balanced budget and sustainable medium-term position, therefore no other options are appropriate in respect of this.

#### 3 RECOMMENDATIONS

- 3.1 That the draft HRA Budget proposals for 2021/22 and four-year outlook set out in the report be endorsed for recommendation to Council on 23 February 2021, subject to further consideration at the next Cabinet meeting on 4 February 2021.
- 3.2 That the CPI + 1% increase of 1.5% in Council House rents, equivalent to an average rent increase of £1.35 a week be implemented.
- 3.3 That garage rents are kept at the same level as 2020/21.
- 3.4 That Sheltered Housing Service charges be increased by £0.69 per week to ensure recovery of the actual cost of service.
- 3.5 That Sheltered Housing utility charges are kept at the same level as 2020/21.
- 3.6 That the budgeted surplus of £127k be transferred to the Strategic Priorities reserve in 2021/22.
- 3.7 That in principle, Right to Buy (RTB) receipts should be retained to enable continued development and acquisition of new council dwellings.

## **REASON FOR DECISION**

**To bring together all the relevant information to enable Cabinet Members to review, consider and comment upon the Councils Housing Revenue Account budget before the February Cabinet and recommendations to Council.**

### **4 KEY INFORMATION**

#### **Background**

- 4.1 The Councils HRA Business Plan presents a positive financial picture over the longer term (a thirty-year period as required under the self-financing regime). The business plan sets out the aspiration of the Council to increase the social housing stock by either buying existing dwellings or building new ones.
- 4.2 The HRA Business Plan is currently being reviewed to understand how income over the medium and long term can be balanced against the requirements to invest in the existing housing stock including environmental 'retrofit' improvements and new safety enhancements in response to Building Safety and Fire safety. As well as building new homes that meet the draft Design Guide and new build specification. It is intended that a new Business Plan which articulates the vision for council housing will be presented to Cabinet and Council in the first six months of 2021.
- 4.3 The Welfare Reform and Work Act 2016 requiring all social landlords to reduce rents by 1% each year came to an end in March 2020. This means rents can increase by Consumer Price Index (CPI) +1% for five years from April 2020, which have begun to mitigate the impact of the 1% reduction on the 30-year plan.
- 4.4 The removal of the HRA Debt Cap from 29 October 2018 means that local authorities can borrow to fund new homes without worrying about breaching this cap. Any borrowing will be subject to the Council adhering to the Chartered Institute of Public Finance and Accountancy (CIPFA) Prudential Code.
- 4.5 The 2021/22 budget and medium term outlook is aligned to the Councils Homes and Housing Strategy and the Council's vision for residents to live in affordable and high-quality homes that enable them to build settled, safe and healthy lives, within sustainable and thriving communities.

#### **COVID19**

- 4.6 The outbreak of COVID19 which hit the UK in March 2020 has had a significant impact nationally and locally. More specifically for the Council's Housing Revenue Account, rent levels are at risk and property repairs and maintenance on the Council's housing stock were reduced to emergency repairs for a period of time for existing tenants, whilst the completion of void work in order to support the accommodation of the homeless and rough sleepers continued. This work followed Government guidance in the interests of the safety of both our staff and tenants.
- 4.7 Property repairs and maintenance work recommenced in the summer whilst following COVID19 safe systems of work and within the Government's COVID19 safety guidelines.

- 4.8 The new build programme was also impacted as development ground to a halt during the initial lockdown and has been slow to recover, and now carries additional COVID19 related costs for site works to re-commence safely.
- 4.9 The financial costs for the HRA as reported at quarter 2 mainly consists of additional PPE amounting to £47k, and in terms of income, in the first half of the year, there has been minimal impact on rent levels, however a 15% reduction has been modelled for the last 26 weeks of the financial year totalling £882k.
- 4.10 As the furlough scheme comes to an end in March 2021, it is anticipated that tenants who are in employment may be impacted. Housing Benefit and Universal Credit tenants are likely to be less affected.
- 4.11 Levels of debt to be written off are expected to be very low, if any, as any outstanding rents are likely to be reclaimed, but over a longer period of time because of the commitment the Council made to pledging not to evict any tenants in which rent arrears could be contributed to COVID19. No adjustment has been made in the 2021/22 budget to rental income collection levels, any impact of this would be covered by the Strategic Priorities Reserve with recovery continuing in future years.
- 4.12 The Government has not yet announced any financial support specifically for the Housing Revenue Account.

#### **2020/21 Quarter 2 position**

- 4.13 The quarter 2 financial monitoring report presented to Cabinet in December 2020 was showing a forecast surplus for 2020/21 of £1.7m. The main reason for this is as a result of slippage in the capital programme due to COVID19, which means that the Council has not used as much of the revenue contribution to fund the capital programme.
- 4.14 The position will be kept under review and the quarter 3 position will be reported to Cabinet in March 2021, any surplus at the year-end will be transferred to the Strategic Priorities Reserve.

#### **5 2021/22 BUDGET**

- 5.1 A surplus position of £127k is forecast for 2021/22 compared to the 2020/21 position which was a surplus of £334k.
- 5.2 Table 1 below shows the 2021/22 budget compared to the 2020/21 budget, explanations for movements are shown in paragraph 5.5 below.

**Table 1 2021/22 Budget compared to 2020/21 Budget**

	<b>Budget 2020/21</b>	<b>Budget 2021/22</b>	<b>Movement</b>
	<b>£'000</b>	<b>£'000</b>	<b>£'000</b>
Dwelling Rents	(15,996)	(16,492)	(496)
Service Charges	(575)	(584)	(9)
Non Dwelling Income	(183)	(183)	0
Other Income	(10)	(11)	(1)
Interest Received	(10)	(10)	0
<b>Total Income</b>	<b>(16,774)</b>	<b>(17,281)</b>	<b>(507)</b>
Housing Management	3,282	2,959	(323)
Building Services	3,211	3,564	353
Depreciation	3,313	4,280	967
Interest payable	3,161	3,161	0
Debt Repayment	500	150	(350)
Revenue Contribution to Capital	2,875	2,901	26
Bad Debt Provision	98	139	41
<b>Deficit / (Surplus) for Year</b>	<b>(334)</b>	<b>(127)</b>	<b>207</b>

- 5.3 The approach for the 2021/22 budget setting included “budget challenge sessions” which consisted of Corporate Managers taking a group of peers (comprising other Corporate Managers and Assistant Directors) through their budgets line by line. The peer group provided challenge and review to the budgets. As a result, a number of savings and efficiencies were identified, as shown in the following explanations.
- 5.4 This work will continue throughout 2021/22 as there were a number of areas that were identified which require further work in order to deliver efficiencies.
- 5.5 In calculating the 2021/22 budget, the following assumptions have been made:

#### **Income**

- Rental increase of 1.5% - CPI + 1%, with the average weekly rent set at £91.70 an increase of £1.35 a week, generating approximately £250k additional income. The remainder of the increase is to reflect the current rental income levels being achieved and assumed increase in housing stock.
- Garage rents kept at the same level as 2020/21. Work will continue in 2021/22 to identify alternative use of long term/unviable garage sites.
- Sheltered housing – to ensure recovery of the actual cost, it is proposed that the 2021/22 charges are increased by £0.69 per week.
- It is proposed that utility charges are kept at the same level as 2020/21
- A Rent & Service Charge Policy will be developed over the coming year. It is because of the need to develop the methodology as part of the wider policy work that it is not possible to implement these changes any sooner than 2022/23.



## **Housing Management and Building Services**

- A review of housing management and building services coding has been undertaken with finance and the service managers to allow more effective financial management and monitoring. As a result of this, £346k has moved from the housing management to the building services budget line.
- There has been an increase to the inhouse trades team to cover the work of fencing, UPVC repairs and asbestos inspections work previously undertaken by external contractors. The financial impact of this is cost neutral as there is an equal reduction in subcontractor costs.
- Pay award of 2% and increments totalling £73k
- Contracts – 2.5% inflation to major contracts has been included totalling £23k, however, savings have been achieved with the Orwell management fee of £35k.

## **Depreciation**

- The depreciation charge has increased by £967k this is due to the increase in the valuation of the housing stock.

## **Debt Repayment**

- One of the Council's PWLB loans will be fully repaid in June 2021, therefore loan repayments will reduce by £350k.

## **Bad Debt Provision**

- The level of bad debt provision has been reviewed based on the level of debt write off to date, an increase to the provision of £41k has been included. The level of arrears and collectability of debt will be kept under review during 2021/22.

## **Key achievements**

- Introduction of locality-based working within the Building Service to reduce travel times, save fuel costs and improve service deliver, including establishing an operational hub in Great Wenham
- Development of a Data Dashboard for each service area which provides real time performance statistics.
- Reducing the work in progress (WIP) in Building Services from 7,500 outstanding jobs to 1,500 jobs.
- A review of the Travis Perkins materials contract which has delivered savings and efficiencies as well as improvement in customer service.
- Introduction of mobile video software to allow remote repair inspections and assisted viewings.
- Introduction of new software 'Rent sense' to intelligently predict which rent arrear cases officers should focus their time and attention on.

- New Neighbourhoods Team and Tenant Engagement officer delivering significant improvements in the condition of neighbourhoods, and an increase in the number of tenants engaged in the management of landlord services.
- Void performance being maintained at an average of 18 days.
- Housing Conference held for all Housing staff.

## Reserves

- 5.6 When setting the budget for the forthcoming year the Council must have regard to the level of reserves needed to provide enough resources to finance estimated future expenditure plus any appropriate allowances that should be made for contingencies.
- 5.7 Reserves only provide one-off funding, so the Council should avoid using reserves to meet regular recurring financial commitments.
- 5.8 The 2021/22 budget position means that the Council will increase its Strategic Priorities Reserve by £127k however the 2021/22 capital programme assumes funding from reserves of £2.617m followed by borrowing as shown in appendix A. The balance in earmarked reserve as at 31 March 2022 is forecast to be £12.05m.
- 5.9 Table 2 below shows the earmarked reserves balance from 31 March 2020, forecast through to 31 March 2022.

Transfers to / from Earmarked Reserves	Forecast trf to	Forecast trf from	Balance 31 March 2021	Forecast trf to	Forecast trf from	Balance 31 March 2022
Working Balance			(1,000)			(1,000)
Big 20			(96)			(96)
Strategic Priorities	(1,700)		(14,541)	(127)	2,617	(12,050)
Building Council Homes Programme (BCHP)			(20)			(20)
<b>HRA Revenue</b>	<b>(1,700)</b>	<b>-</b>	<b>(15,657)</b>	<b>(127)</b>	<b>2,617</b>	<b>(13,167)</b>

## Capital

- 5.10 The new build and acquisitions funding within the Capital Programme 2021/22 to 2024/25 totals £16.2m, with an additional £7.8m anticipated carry forward from 2020/21. Table 3 below shows the capital expenditure and financing over this period. The detailed capital programme is attached at Appendix A.

**Table 3 Capital Expenditure and Financing 2021/22 to 2024/25**

Expenditure	£m
Housing Maintenance Programme	21.5
New Build & Acquisitions	16.2
<b>Total</b>	<b>37.7</b>
Financing	
Capital receipts, disposals & RTB receipts and Grants	10.1
Major Repairs Reserve (Depreciation)	15.1
Revenue Contributions	3.1
Strategic Priorities Reserve	4.0
Borrowing	5.4
<b>Total</b>	<b>37.7</b>

- 5.11 The engagement of Iceni to work with the Council to identify development sites for new homes has led to a proposed Capital Programme for 2021-2024 of 161 affordable homes and 44 shared ownership homes.
- 5.12 The major areas being developed over the next three years include sites in Shotley, Angel Court in Hadleigh, Waldingfield Road Sudbury, and Klondyke Field, Wherstead.
- 5.13 The Corporate Plan sets out clearly the Council's aligned corporate outcomes. The key housing projects supporting delivery of the priorities are outlined in the HRA Business Plan.
- 5.14 New homes have delivered New Homes Bonus for the Council, additional rent and Council Tax and local businesses will also benefit. All these factors will bring growth to our local economy. Analysis by the Local Government Association\* and Capital Economics found;
- Investment in a new generation of social housing could return £320 billion to the nation over 50 years.
  - Every £1 invested in a new social home generates £2.84 in the wider economy.
  - Every new social home would generate a saving of £780 per year in Housing Benefit.
  - Every new social home would generate a fiscal surplus through rental income.

\* **LGA Report June 2020 - Delivery of council housing Developing a stimulus package post pandemic**

- 5.15 Right to Buy (RTB) sales for Babergh were lower than those projected in the business plan. In 2019/20 Babergh sold 11 against an original projection of 20 sales.
- 5.16 The money received from RTB sales can only be used a 30% contribution towards the cost of a replacement home. The remaining 70% of the replacement cost must be found from other HRA resources. As sales increase, it means that the level of match funding required (70%) increases. If the receipts are not spent within the 3-year period allowed, they must be repaid to Government with 4% above the base rate interest added.
- 5.17 The restrictions imposed as a result of COVID19 have caused serious delays in the Council's housing development programme during 2020/21 and its ability to spend all of the receipts within the required 3-year period. The Government is allowing an extension of the timescales for the receipts to be spent which has been extended to the end of the financial year. Developers/contractors are now working but restricted to what they can do, this may have an impact on the Council's ability to achieve the full amount of spend required.
- 5.18 Officers have focused on an alternative programme to achieve the spend by purchasing existing houses and suitable land from the open market before the March 2021 extension ends. These actions will minimise any repayments that may be due back to the government.

## 6 30 YEAR BUSINESS PLAN

6.1 The current version of the HRA Business Plan is attached at Appendix B and shows additional detail for years 1-10, The main assumptions are:

- Annual rent increase of 1.5% in 2021/22 then increasing by CPI +1% from 2022/23 for three years. The remaining 25 years are based on an annual rent increase of CPI only.
- Funding to support spend of RTB receipts and capital programme expenditure.

6.2 As explained in paragraph 4.2 the new HRA Business Plan will be presented to Cabinet and Council in the first six months of 2021.

## 7. LINKS TO THE CORPORATE PLAN

7.1 Ensuring that the Council makes best use of its resources is what underpins the ability to achieve the priorities set out in the Corporate Plan, and ensuring the Council has a robust financial strategy. Specific links are to the Council's Homes and Housing Strategy and the Council's vision for residents to live in affordable and high-quality homes that enable them to build settled, safe and healthy lives, within sustainable and thriving communities.

## 8. FINANCIAL IMPLICATIONS

8.1 These are detailed in the report.

## 9. LEGAL IMPLICATIONS

9.1 There are none that apply.

## 10. RISK MANAGEMENT

10.1 This report is most closely linked with the Council's Significant Risk No. 13 – We may be unable to respond in a timely and effective way to financial demands and also Corporate Risk No. 5E05 – if the Finance Strategy is not in place with a balanced position over the medium term the Councils will not be able to deliver the core objectives and service delivery may be at risk of not being delivered. Other key risks are set out below:

<b>Risk Description</b>	<b>Likelihood</b>	<b>Impact</b>	<b>Mitigation Measures</b>
If we do not consider the ongoing impacts of the Welfare and Funding Reforms, then it could lead to unpreparedness for further changes.	Unlikely - 2	Bad – 3	Ensure adequate bad debt provision and that the Income Management Strategy seeks to mitigate the impact of the changes on residents, the Council's income streams and budgets.

<b>Risk Description</b>	<b>Likelihood</b>	<b>Impact</b>	<b>Mitigation Measures</b>
If there are increases in inflation and other variables, then Council Housing self-financing could result in a greater risk to investment and service delivery plans.	Unlikely - 2	Noticeable – 2	Inflation and interest rate assumptions have been modelled in the HRA business plan. Capital receipts and capital programme funding reviewed.
If we fail to spend retained RTB receipts within 3-year period, then it will lead to requirement to repay to Government with interest.	Probable - 3	Bad - 3	Provision has been made in the budget and Investment Strategy to enable match funding and spend of RTB receipts.
If we borrow too much to fund New Homes, we will not be able to pay the loan interest.	Unlikely - 2	Bad - 3	Follow the CIPFA Prudential Code which states Capital investment plans must be affordable, prudent and sustainable.
If Brexit has a negative impact on the Economy, then interest rates/inflation/house prices and demand/jobs could be impacted.	Unlikely - 2	Bad - 3	The Council has nominated a Brexit lead to work with Government and to plan for the impacts of Brexit across the Council. A corporate Brexit risk register has been created in consultation with all service areas
If capital data is inaccurate it could lead to problems with treasury management debt and cashflows.	Unlikely - 2	Bad - 3	Work closely with treasury management when setting capital budgets and how this will be financed. Monitor the capital spend quarterly and raise any changes with treasury management.

## **11. CONSULTATIONS**

- 11.1 Consultations have taken place with Assistant Directors, Corporate Managers and other Budget Managers as appropriate.

## **12. EQUALITY ANALYSIS**

- 12.1 An equality impact assessment will be undertaken with each Assistant Director for any changes within the budget proposals.

**13. ENVIRONMENTAL IMPLICATIONS**

13.1 In support of the Council’s commitment to be Carbon Neutral by 2030, a review of the existing housing stock will be undertaken and affordable options will be costed, including investing in environmental ‘retrofit’ improvements as well as building new homes that meet the draft Design Guide and new build specification. These will form part of the revised 30-year Business Plan for the HRA.

**14. APPENDICES**

<b>Title</b>	<b>Location</b>
Appendix A – Capital Programme	Attached
Appendix B – HRA Business Plan	Attached

**15. BACKGROUND DOCUMENTS**

Housing Revenue Account (HRA) financial monitoring 2020/21 – quarter 2 BCa/20/12

**CAPITAL PROGRAMME FOR 2021/22 to 2024/25**

	OUTTURN	BUDGET	BUDGET	FORECAST	FORECAST	FORECAST	
<b>BABERGH CAPITAL PROGRAMME BUDGET</b>	<b>2020/21 Outturn</b>	<b>2020/21 Indicative Carry Forwards</b>	<b>2021/22 Budget</b>	<b>2022/23 Forecast</b>	<b>2023/24 Forecast</b>	<b>2024/25 Forecast</b>	<b>Total Spend 2021/22 - 2024/25</b>
	<b>£'000</b>	<b>£'000</b>	<b>£'000</b>	<b>£'000</b>	<b>£'000</b>	<b>£'000</b>	<b>£'000</b>
<b>Housing Revenue Account</b>							
<b>Planned Maintenance &amp; Response</b>							
Planned maintenance	4,729	1,976	3,351	4,724	4,792	4,771	17,637
Replacement Vehicles (IFRS 16 leases)	0	0	0	156	0	0	156
ICT Projects	55	195	200	200	200	200	800
Environmental Improvements	262	748	500	500	500	500	2,000
Disabled Facilities Work	217	66	200	200	200	200	800
Horticulture and play equipment	30	0	30	30	30	30	120
New build programme inc acquisitions	12,326	7,822	7,473	6,054	688	2,001	16,216
							0
<b>New build programme &amp; acquisitions</b>	<b>12,326</b>	<b>7,822</b>	<b>7,473</b>	<b>6,054</b>	<b>688</b>	<b>2,001</b>	<b>16,216</b>
<b>TOTAL HRA Capital Spend</b>	<b>17,618</b>	<b>10,808</b>	<b>11,755</b>	<b>11,863</b>	<b>6,409</b>	<b>7,701</b>	<b>37,729</b>
<b>HRA Financing</b>							
External Grants and contributions	2,366	0	59	280	0	0	339
s106	0	0	0	0	375	0	375
Capital Receipts(from SO Sales)	0	0	1,521	1,052	0	0	4,367
Other Capital Receipts	5,653	0	381	471	471	471	0
New build 1-4-1 capital receipts	1,723	0	2,982	1,438	0	600	5,020
Major Repairs Reserve	4,281	2,986	1,294	4,484	4,614	4,746	15,138
Borrowing	1,490	0	0	2,738	737	1,884	5,359
Revenue Contributions	2,105	0	2,901	0	212	0	3,113
Strategic Priorities Reserve	0	7,822	2,617	1,400	0	0	4,018
<b>Total HRA Capital Financing</b>	<b>17,618</b>	<b>10,808</b>	<b>11,755</b>	<b>11,863</b>	<b>6,409</b>	<b>7,701</b>	<b>37,730</b>

## HRA Business Plan updated 2021/22 – 2030/31

Year	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
£'000	1	2	3	4	5	6	7	8	9	10
<b>INCOME:</b>										
Rental Income	(16,591)	(17,631)	(18,246)	(19,126)	(19,055)	(19,349)	(19,648)	(19,951)	(20,258)	(20,965)
Void Losses	99	106	110	115	115	117	119	120	122	126
Other rental income	0	0	0	0	0	0	0	0	0	0
Service Charges	(584)	(595)	(607)	(621)	(633)	(646)	(659)	(672)	(685)	(699)
Non-Dwelling Income	(183)	(186)	(190)	(194)	(198)	(202)	(206)	(210)	(215)	(219)
Grants & Other Income	(11)	(11)	(11)	(12)	(12)	(12)	(12)	(13)	(13)	(13)
<b>Total Income</b>	<b>(17,271)</b>	<b>(18,317)</b>	<b>(18,944)</b>	<b>(19,837)</b>	<b>(19,783)</b>	<b>(20,093)</b>	<b>(20,407)</b>	<b>(20,726)</b>	<b>(21,049)</b>	<b>(21,770)</b>
<b>EXPENDITURE:</b>										
General Management	2,179	2,214	2,256	2,305	2,353	2,421	2,471	2,518	2,566	2,615
Special Management	779	796	812	830	847	864	881	899	917	935
Other Management	0	0	0	0	0	0	0	0	0	0
Bad Debt Provision	139	149	155	162	161	164	166	169	172	178
Responsive & Cyclical Repairs	3,564	3,633	3,729	3,838	3,958	4,169	4,297	4,411	4,527	4,647
<b>Total Revenue Expenditure</b>	<b>6,662</b>	<b>6,792</b>	<b>6,951</b>	<b>7,136</b>	<b>7,320</b>	<b>7,617</b>	<b>7,816</b>	<b>7,997</b>	<b>8,182</b>	<b>8,374</b>
Interest Paid	3,161	2,920	2,865	2,846	2,734	2,524	2,466	2,451	2,451	2,553
Interest Received	(10)	(5)	(5)	(6)	(7)	(8)	(7)	(9)	(12)	(16)
Depreciation	4,280	4,484	4,615	4,746	4,866	4,989	5,115	5,245	5,377	5,513
<b>Net Operating Income</b>	<b>(3,178)</b>	<b>(4,126)</b>	<b>(4,518)</b>	<b>(5,115)</b>	<b>(4,870)</b>	<b>(4,970)</b>	<b>(5,017)</b>	<b>(5,042)</b>	<b>(5,051)</b>	<b>(5,345)</b>
<b>APPROPRIATIONS:</b>										
Revenue Provision (HRACFR)	150	4,289	4,127	5,118	4,854	4,948	601	0	0	17,534
Revenue Contribution to Capital	2,901	0	365	0	0	21	681	715	751	0
<b>Total Appropriations</b>	<b>3,051</b>	<b>4,289</b>	<b>4,492</b>	<b>5,118</b>	<b>4,854</b>	<b>4,970</b>	<b>1,282</b>	<b>715</b>	<b>751</b>	<b>17,534</b>
<b>ANNUAL CASHFLOW</b>	<b>(127)</b>	<b>164</b>	<b>(25)</b>	<b>3</b>	<b>(16)</b>	<b>(0)</b>	<b>(3,735)</b>	<b>(4,327)</b>	<b>(4,299)</b>	<b>12,189</b>
Opening Balance	1,140	1,267	1,103	1,129	1,126	1,142	1,142	4,877	9,204	13,503
<b>Closing Balance</b>	<b>1,267</b>	<b>1,103</b>	<b>1,129</b>	<b>1,126</b>	<b>1,142</b>	<b>1,142</b>	<b>4,877</b>	<b>9,204</b>	<b>13,503</b>	<b>1,314</b>



# Agenda Item 14

## BABERGH DISTRICT COUNCIL

<b>TO:</b> Cabinet	<b>REPORT NUMBER:</b> BCa/20/23
<b>FROM:</b> Councillor Jan Osborne, Cabinet Member for Housing	<b>DATE OF MEETING:</b> 7 January 2021
<b>OFFICER:</b> Gavin Fisk, Assistant Director for Housing	<b>KEY DECISION REF NO.</b> CAB248

### ALLOCATION AND GRANT OF BDC COMMUTED SUMS FOR LAVENHAM COMMUNITY LAND TRUST

#### 1. PURPOSE OF REPORT

- 1.1 The Council may use developer contributions, as required within s.106 Agreements attached to planning permissions, to fund appropriate infrastructure and public services.
- 1.2 Where housing development schemes do not deliver Policy Compliant (BDC Affordable Housing Supplementary Planning Document (SPD) 2014) number of Affordable Housing units an Affordable Housing (A/H) Commuted Sum contribution is sought from the developer. This commuted sum, once collected, enables delivery of affordable housing elsewhere within the District by a given date.
- 1.3 Affordable housing commuted sums should be spent where an element of **additionality** is deliverable on a site. This could be more affordable homes on site than would otherwise be possible, property types that suit a specific local need or tenure types that fulfil a local identified need. Commuted sum payments are not considered as public subsidy as the money comes from the private sector.
- 1.4 Strategic Housing Team negotiate A/H commuted sums contributions in collaboration with Planning Development Management Team. However, the Strategic Housing Team are wholly responsible for decisions regarding appropriate spend of these monies. The Assistant Director, Housing has delegated authority to approve commuted sum spend of up to £150,000 per project. Any proposed spend over this amount is deemed to be a Key Decision and as such requires relevant Cabinet approval.
- 1.5 Community Land Trusts and other community led housing organisations are recognised and supported by central government via the Community Housing Fund (CHF), which was transferred to Local Authorities in 2016 from Department of Communities and Local Government, DCLG (now MHCLG). These funds are for use to encourage communities to establish community led housing organisations. The process is time consuming and costly hence BDC Cabinet (July 2017) approved 65% of grant funding to support these costs. The remaining 35% grant is to be utilised as capital funding as a last resort to ensure the successful delivery of schemes.
- 1.6 Currently, Babergh has one established, home-owning, Community Land Trust (CLT). Lavenham CLT is a real success story as the CLT already owns 18 homes at Peek Close within Lavenham, which was developed in partnership with Hastoe HA and enabled by BDC Strategic Housing Team.

- 1.7 Babergh District Council is currently acquiring 8 s.106 homes from the developer at Melford Road, Lavenham. BDC are working with Lavenham CLT who would like to purchase 4 of the 8 homes being built.
- 1.8 Lavenham CLTs housing stock has provided sufficient collateral for the Trust to gain mortgage finance from a specialist finance provider, Triodos Bank. The Trust will acquire the four homes at a market discount as is always the case in sales of s.106 homes to Registered Providers. However, the Trust will still have a shortfall of up to £160,000.
- 1.9 It is proposed that Lavenham CLT are allocated and granted up to £160,000 of BDC commuted sums to close this finance gap to enable their purchase of these homes.
- 1.10 The additionality to be derived from the grant of this commuted sum, if approved, will be that these homes will be safeguarded as affordable housing in perpetuity, as the Trust will be the freehold owner of them.

**2. OPTIONS CONSIDERED**

- 2.1 Lavenham CLT applied to many specialist lenders to gain most beneficial loan rate and maximum mortgage loan.
- 2.2 Due to the Covid-19 pandemic the very specialist market for loan finance to community led housing projects has contracted significantly with many recognised lenders and grant funders removing their funding or loan schemes from the market. This problem of course was not anticipated when the Trust first considered their purchase of the 4 dwellings on Melford Road, Lavenham and consulted the local community.
- 2.3 If the Council do not sell 4 of the s.106 homes to LCLT, then the Council will retain ownership and liability for repairs and maintenance. The CLT will then seek to purchase homes elsewhere in the village. These could be open market purchases where the CLT will not benefit from the RP 40% discount as on the Melford Road homes. Alternatively, the CLT could talk to landowners/developers regarding new build/other developments schemes that might come forward in the village. Both will delay acquisition of homes that can be safeguarded as affordable housing for future generations. The Councils have also made a commitment in the Homes and Housing Strategy to support CLT's to bring forward community housing, therefore, this option is not recommended.

<p><b>3. RECOMMENDATIONS</b></p> <p>3.1 That Members note the content of this report.</p> <p>3.2 That Members approve grant of up to £160,000 BDC commuted sums to Lavenham CLT as contribution towards purchase costs of 4 affordable homes from Babergh District Council as discussed within this report.</p>
<p><b>REASON FOR DECISION</b></p> <p>To give consistent and purposeful support for Community Land Trusts within Babergh District, enabling them to provide housing for local people who are in housing need, that is affordable and remains so in perpetuity for future generations.</p>

#### **4. KEY INFORMATION (including FINANCIAL IMPLICATIONS)**

- 4.1 Lavenham CLT liaised with Strategic Housing Team following successful development of 18 homes at Peek Close, Lavenham expressing their desire to develop or buy more homes for local people. Following failed negotiations to acquire some of the s.106 homes developed at Bears Lane, the CLT confirmed that they would be interested to acquire some of the affordable homes planned for the land adjacent Howletts garage on Melford Road.
- 4.2 The CLT worked with the Strategic Housing Team and Babergh District Council, once the bid for the s.106 homes was confirmed as successful, to discuss the process for acquisition. The CLT prepared a business plan, financial modelling and appraisal once the purchase price for the 4 homes was confirmed by Babergh DC, all of which have been agreed with BDC Development Team.
- 4.3 The table below shows Affordable Housing contributions (Commuted Sums) at 24 November 2020. The allocated amount includes the proposed £160,000 to Lavenham CLT.

Commuted Sums Affordable Housing	Potential £	Due £	Collected £	Allocated £	Spent £	Available £
At 24.11.20	2,334,463	164,524	2,120,402	538,668	290,905	1,290,829

- 4.4 A report is currently being developed, which will be considered by Members in Spring 2021. The report will provide a number of options for how we can support CLT's and ensure a consistent approach.

#### **5. LINKS TO CORPORATE PLAN**

- 5.1 The appropriate spending of Council held Community Infrastructure Levy (CIL) and s.106 monies, that includes commuted sums will contribute to ensuring sufficient Housing and support Strong and Healthy Communities and have a positive impact on the Economy and Environment. All of these are priorities, set out in the Corporate Plan.

The Homes and Housing Strategy has a number of visions, which includes that we will endeavour to support the delivery of community led housing.

#### **6. LEGAL IMPLICATIONS**

- 6.1 Lavenham CLT will have a loan agreement with Triodos Bank and as such will have significant financial liability for the term of the loan. Approval to commuted sum grant will help to reduce this liability for the CLT.
- 6.2 Actual payment of grant funding to LCLT will be subject to evidence of loan/mortgage from Triodos Bank and acquisition costs.

6.3 Lavenham CLT will also enter into an agreement with Babergh District Council for the purchase of the 4 homes. Draft Heads of Terms are currently with BDC lawyers and those appointed by Lavenham CLT.

## 7. RISK MANAGEMENT

7.1 This report does not link with any Significant Risks. It is most closely linked with the Council's Strategic Priority for Housing and not delivering this priority satisfactorily.

7.2 Therefore, the Key risks to delivery are identified below:

Risk Description	Likelihood	Impact	Mitigation Measures
Triodos Bank do not loan all £400,000 to LCLT for purchase	Unlikely – as this has been confirmed recently	Bad	<p>Recommendation in report that maximum grant from BDC commuted sums of £160,000 is made available to LCLT.</p> <p>SH Team to explore other potential sources of grant funding for the CLT if report recommendation not approved</p>
Lavenham CLT cannot acquire 4 additional affordable homes for local people in need	Unlikely	Bad	SH Team to explore other means of delivering additional homes in the village in collaboration with LCLT

## 8. CONSULTATIONS

8.1 Strategic Housing Team have collaborated and consulted with Lavenham CLT, Babergh DC Development Team, BDC Infrastructure Team, Finance Team, Shared Legal Services, Locality (external) and other Community Led Housing advisors.

8.2 Lavenham CLT likewise have sought relevant advice from many sources.

## 9. EQUALITY ANALYSIS

9.1 In preparing this report, due consideration has been given to the Council's statutory Equality Duty to eliminate unlawful discrimination, advance equality of opportunity and foster good relations, as set out in Section 149(1) of the Equality Act 2010.

Equality Impact Assessment (EIA) not required.

**10. ENVIRONMENTAL IMPLICATIONS**

10.1 Any negative environmental implications that result from this housing development will have been mitigated at grant of planning permission.

**11. APPENDICES**

Title	Location
(a) BDC Cabinet report 13 July 2017	Attached

**12. BACKGROUND DOCUMENTS**

12.1 BDC Cabinet report 13 July 2017

12.2 Affordable Housing Supplementary Planning Document (AHSPD) 2014

**13. REPORT AUTHORS**

**Delia Cook – Community Housing Enabling Officer, Strategic Housing, Housing Solutions**

**Heather Tucker – Corporate Manager, Housing Solutions**

**Gavin Fisk – Assistant Director, Housing**

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<b>From: Julie Abbey-Taylor</b>	<b>Strategic Planning</b>
<b>To: Babergh District Council – Cabinet</b>	<b>Date of meeting: 13<sup>th</sup> July 2017</b>

## **COMMUNITY HOUSING FUND**

### **1. Purpose of Report**

- 1.1 To provide members of the Cabinet with details of the Community Housing Fund (CHF) and recommendations on proposed areas of expenditure to facilitate community-led housing growth.
- 1.2 To summarise existing community-led work and scope for use of the CHF to assist with and enable delivery of local needs housing schemes in these areas. Local needs could be covering a single parish area or a cluster of parishes working together or it could be site-specific.
- 1.3 To approve the recommendations within the report outlined in Section 8 of the report.

### **2. Background**

- 2.1 A new annual £60 million Community Housing Fund (CHF) was launched by Government at the end of December 2016 to help 148 councils tackle the problem of high levels of second homeownership in their communities or where housing affordability is an issue in rural communities. Second home ownership in England is at an all-time high and is crowding out first time buyers and causing a shortage of available properties. Typically, many second homes are the smaller properties in a locality that are taken out of the housing market for entry-level buyers or renters. Often second homes stand empty for a large proportion of the time which can also affect community cohesion, affect the demographics of an area, and distort local housing markets. Many second homes are also used as holiday lets but again the net effect is their removal from the general housing market.
- 2.2 The Fund comes in the form of a grant to local authorities in the first year from the Department of Local Government and Communities (DCLG). This fund has been divided into two payments and designed to support local community-led affordable housing projects aimed at first-time buyers or for those who will need access to rented accommodation and are priced out of the local market. The Community Housing Fund has been raised through additional income from

increased Stamp Duty Land Tax which applies when an additional home is purchased either a second home or buy-to-let property.

- 2.3 The first year of funding has been received in full in the form of two payment tranches, and is to be used to ensure there is sufficient capacity, capability, and confidence within local groups by improving technical skills, setting up support hubs to offer advice, business planning and providing staff/resources to review local housing needs. Further allocations will depend in part on whether the initial allocation is spent in accordance with the objectives of the fund. This approach complements our existing commitment to communities who are seeking to develop Neighbourhood Plans (NP's), Neighbourhood Development Orders (NDO's), or similar community-led housing projects such as Community Land Trusts and Rural Exception site schemes (RES). Funding from DCLG in subsequent years must then be used to deliver new housing supply for local people. Currently, it remains unclear how future years' funding will be allocated.
- 2.4 The criteria for community-led housing projects are:
- That the community must be integrally involved throughout the process in key decisions;
  - Community groups play a long term role in ownership, management, or stewardship of the homes;
  - Benefits to the local area and/or specified community must be clearly defined and legally protected in perpetuity.
- 2.5 DCLG expect Councils to work closely with community-led housing groups and other stakeholders throughout – such as the Community Land Trusts (CLT) network and Co-housing groups, to ensure the right tools are in place to ensure efficient delivery of new houses in subsequent years. CLT East have access to other funding streams to access grants for the setting up of Community Land Trusts which is of assistance to get community groups set up.
- 2.6 Community-led housing is about local people playing a leading and lasting role in solving local housing problems, creating genuinely affordable homes and lower cost market homes and strong communities in ways that are difficult to achieve through mainstream housing developments and are often established to meet a specific housing need.
- 2.7 We are witnessing a growing level of interest within our communities in developing Neighbourhood Plans. A total of 5 Parishes in Babergh and 9 Parishes in Mid Suffolk are in the process of progressing plans and we suspect others will be keen to do so in the future. There are two NP's adopted for East Bergholt and Lavenham in Babergh and for Mendlesham in Mid Suffolk. There has been a corresponding interest in Community Land Trusts (CLT) due to increased knowledge of the sector and the setting up of a CLT in Lavenham



with a housing scheme coming forward. Appendix 1 sets out the existing community-led housing work that is on-going within the two districts.

- 2.8 In addition to the work on NP's there is a considerable amount of activity with parishes who want to carry out local needs housing surveys, show an interest in community land trusts and Neighbourhood Development Orders or Rural Exception Sites (RES) to provide local needs housing. Officers from Housing Enabling and Communities teams are working with Parish Councils to guide and support them to collaborate with housing associations once a suitable site has been found.

### **3. Key Information**

- 3.1 To date Babergh has been allocated £189,742 and Mid Suffolk has been allocated £225,476. The CHF is additional funding over and above the Councils own existing capital and revenue resources. As there is uncertainty around future allocations/bids for funding from April 2018 onwards, it is recommended that a prudent approach is taken to the spend of this fund. If further funding is secured, then the recommended proposals could be reviewed and extended.

This allocation is proposed to be split between capital and revenue. A mechanism for agreeing allocations of the CHF monies that accord with the national criteria (and the Councils successful bid) and in response to bids from community-led housing groups is needed. This will ensure that applications are progressed in a timely, consistent, and transparent manner with the appropriate governance in place.

- 3.2 The fund can be used flexibly to provide capital investment, technical support, and revenue funding to make schemes more viable and significantly increase the delivery of community-led affordable housing of all tenures. The Fund will need to be distributed and allocated equitably and a set of criteria applied.
- 3.3 The Government funding programme is intended to run for five years and indications thus far are that future annual allocations may be available direct to communities rather than the Local Authority or another funding body such as the Homes and Communities Agency (HCA). This position will be monitored. If both Councils are seen to be spending the funding that delivers the local level capacity and produces delivery against the Governments criteria, then this could support any request made by the Councils to receive and distribute future years' funding allocations.
- 3.4 Several communities have already expressed an interest, we will continue to work with those communities, assist with funding applications and progress

schemes. We will also continue to work with other local communities to progress other opportunities and assist them with making any bid.

- 3.5 The top priority for the first year is that the CHF must be used to promote Community-led Housing to communities across our district areas, engaging communities in a discussion about their needs and the opportunities of this five-year funding programme.
- 3.6 It is important that the CHF monies are targeted to those communities where there are the highest amounts of second homes and holiday lets. Research on the levels of second home ownership/holiday lets is on-going for both districts to help target the monies appropriately. To date around 150 dwellings in each district have been found to be used as holiday lets and are mainly one or two bedroomed properties.
- 3.7 If there are opportunities to assist with actual delivery of new housing it is recommended that this is considered as a priority for the capital element of the fund.
- 3.8 It is important that proposals for community-led housing move forward swiftly. Proposals will therefore be considered on a first come first served basis, provided that local involvement and a commitment to deliver new homes can be demonstrated. Bids will be analysed against a checklist of criteria of: -
  - Evidence of local involvement
  - Value for money
  - Timescales for development

#### **4. Funding guidance and potential use of funding allocation.**

- 4.1 The DCLG guidance provided states there is flexibility in how the first tranche of grant can be committed split between capital and revenue expenditure. It could be used to:
  - (i) Commission and pay for Local Housing Needs Surveys to establish the level and type of housing need – using the current methodology in partnership with Community Action Suffolk each survey costs around **£3,000** (inclusive of postage and printing costs which are borne by the Parish Council). If a cluster of parishes is surveyed together then there may be some cost savings. The new survey format we have developed assesses need across all housing tenures.
  - (ii) Pump prime local communities to set up Community Land Trusts with start-up funding to supplement any other grant funding that is available.
  - (iii) Finance Rural Exception site land acquisition via a loan or grant.

- (iv) Finance RES conveyance costs up to a value level.
- (v) Grant funding for evidence gathering for Neighbourhood plans/Neighbourhood Development Orders.
- (vi) Cover the costs of buying in support to assist with the above – for example appointing CLT East to build up community capacity, and housing enabling support to local communities. General Community-Led Housing awareness raising, advice to groups and communities and other organisations who may consider this route – sub regional events, website, marketing materials.
- (vii) Provide support and advice to Housing Associations, small and medium developers, landowners etc. on how they might be involved. Support and advice to Local Authorities in developing housing and planning policies to enable community led housing (information sharing, case studies, capacity, and consultancy).
- (viii) Organise site visits to other projects or events to link BMSDC communities with skills and advice. Understand emerging community led housing policy and case studies/practice in other areas to inform local groups' development
- (ix) Maintain a library of marketing information and guidance on the Community Housing Fund and other funding sources/fund raising and how they can be used.
- (x) Provide funding to buy in experts for help with NP's/NDO's.
- (xi) Assist with the delivery of housing schemes within CLT's or Community self- build schemes with grant funding – this could be match funded with Affordable housing commuted sums contributions where available and required.

## 5. Risks

5.1 This report does not link with any Significant Risks; however key risks are set out below:

Risk Description	Likelihood	Impact	Mitigation Measures
If the Council is unable to allocate funding to community groups, then the funding may have to be returned to DCLG or would prejudice future funding opportunities.	Probable - 3	Noticeable - 2	Programme of information events to promote availability of funding to Parish and Town councils and to other stakeholders. Communications Plan in place to regularly promote grant availability
If we are unable to recruit to Part-Time	Probable - 3	Noticeable - 2	Review recruitment process and offer as secondment

post, then this will increase workload on existing resources			opportunity as well as direct recruitment.
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## 6. Legal Implications

6.1 No legal implications.

## 7. Financial Implications

7.1 None - This funding is additional grant money and has been received for both Councils. The expenditure against this grant is outside of the existing capital and revenue budget provision for Babergh District Council.

## 8. Recommendations.

- 8.1 That bids for funding are considered and approved by an Assistant Director (Planning for Growth or Investment and Commercial Delivery) and the Professional Lead – Housing Enabling in consultation with the Cabinet Member for Housing.
- 8.2 That the funding is split between capital and revenue as set out in the table below: -

<b><u>Babergh DC</u></b>	
Capital	Revenue
35% of the total fund to be allocated to capital projects where a scheme has been identified and approved as a suitable development site. This equates to <b>£66,410</b>	Revenue expenditure in year 1(2017/18) which makes up 65% of the funding to be <b>£123,332</b> for Babergh.
Grant to cover unexpected costs or improve affordability and matched with commuted sums where available to maximise effectiveness and ensure delivery of scheme	Cover the legal conveyancing costs of buying land, <u>up to</u> a maximum of £5,000 per scheme.

<p>Consider use of our own land holdings of small plots that are not viable for HRA build but could be used for local self-build proposals that planning could support – these could be market value, or protected with local occupancy clauses, or affordable with 106 restricted resale value, or a mix.</p>	<p>Pay for Local Housing Needs Surveys to gather evidence of the type and tenure of housing required. There are currently 7 parishes that have sought assistance from the two councils to cover the cost of Local Housing Needs Surveys. The average cost of a LHNS is £3,000. With the increasing interest in neighbourhood plans the number of parishes requiring survey work could increase. Funding from the CHF pot would only be used to top up the funding Parishes can access through the Locality Funds for neighbourhood plan preparation.</p>
<p>Capital to cover the cost of land acquisition and associated capital costs,</p>	<p>Appoint CLT East to run two workshops for Parish and Town Councils and any other community-led housing group on how to set up a Community Land Trust and to help provide appropriate package of support and community engagement to assist in capacity building <b>up to a maximum value of £20,000 across the two districts</b> (£10,000 from each Council). This would complement existing work being carried out on within our communities to promote housing growth but where existing staff resources are limited or lack the necessary skills. This work would include providing access to an online information hub for community groups and both Councils.</p>
	<p>To support our local communities to build the knowledge and skills they need in order to set up a community-led housing scheme, additional staff resources are required. It is proposed to use the CHF monies to fund a part-time Community Housing Enabler post for a fixed term period of two years. Although the existing funding is for 1</p>

	<p>year, by the time a post is recruited to there will be 6 months' slippage in the budget and sufficient funds to cover a 2-year period on a part-time basis. If there are further successful funding bids this could be reviewed and extended as required.</p> <p>Estimated cost = Grade 5 post (£27,394 to £32,64 pro rata) plus on-costs and essential car allowance based on a 55:45 split from the CHF grant between Mid Suffolk and Babergh to reflect the funding difference and number of parishes. Taking a mid-point for this salary scale = £30,153 + on costs of 30% = £39,199. Pro rata cost of 0.6 FTE = £23,519 per annum. Cost to BDC = £10,584 (cost to MSDC = £12,935).</p> <p>This post would work in partnership with the CLT East resource in both districts to promote and support community-led housing initiatives. <a href="#">Appendix 2</a> provides a draft job description that could be used, subject to review and evaluation.</p>
	<p>Use of funding to provide seed corn start up grant funding to community-led groups setting up a Community Land Trust as a legal entity up to a maximum of £5,000.</p>
	<p>Use of funding to provide seed corn start up grant funding to community-led groups setting up a Community Land Trust as a legal entity up to a maximum of £5,000.</p>
	<p>Fund investigation of existing self-build professionals to develop the self-build opportunities and to assist with land assembly, de-risking land and/or providing serviced plots. This element could be funded from the additional grant of £30,000 that both Councils have received to promote and enable self and custom build housing, so this additional fund could be used to fund the</p>

	appropriate expertise. The Councils have a self-build register in place in accordance with the Self-Build and Custom Build Act 2015. There are currently 84 households on the BMSDC Self-Build register. As part of this work we are talking to companies who promote methods of construction that provide new homes faster and more cheaply.
	Revenue funding to help with the costs of technical support or professional fees up to a maximum of £5,000 per scheme.

## 9. Conclusion.

9.1 For both capital and revenue expenditure to develop a model whereby some of the grant funding provided to support development of community-led housing schemes is recycled to fund future schemes providing additional capacity and longevity for the fund.

9.2 We are also looking at other delivery models over the coming months to explore opportunities to provide a one-stop model for all things related to community-led housing.

9.3 We are continuing to explore opportunities for joint working with other Councils in receipt of this funding to share resources, expertise, procurement of technical consultants and good practice.

**Author – Julie Abbey-Taylor, Professional Lead – Housing Enabling**

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# Agenda Item 16

By virtue of paragraph(s) 1, 2, 3, 4 of Part 1 of Schedule 12A of the Local Government Act 1972.

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of the Local Government Act 1972.

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