

South Cambridgeshire Hall  
Cambourne Business Park  
Cambourne  
Cambridge  
CB23 6EA

t: 08450 450 500  
f: 01954 713149  
dx: DX 729500 Cambridge 15  
minicom: 01480 376743  
[www.scambs.gov.uk](http://www.scambs.gov.uk)



16 March 2009

To: Councillor Mrs SM Ellington, Portfolio Holder

MJ Mason  
Mrs HM Smith  
Dr SEK van de Ven

Scrutiny Monitor  
Opposition Spokesman  
Opposition Spokesman

Officers: Maggie Jennings  
Dale Robinson

Democratic Services Officer  
Corporate Manager, Health &  
Environmental Services

Dear Sir / Madam

You are invited to attend the next meeting of **ENVIRONMENTAL SERVICES PORTFOLIO HOLDER'S MEETING**, which will be held in **JEAVONS ROOM, FIRST FLOOR** at South Cambridgeshire Hall on **TUESDAY, 24 MARCH 2009** at **2.00 p.m.**

Yours faithfully  
**GJ HARLOCK**  
Chief Executive

**Requests for a large print agenda must be received at least 48 hours before the meeting.**

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<b>AGENDA</b>		<b>PAGES</b>
<b>PROCEDURAL ITEMS</b>		
<b>1.</b>	<b>Declarations of Interest</b>	
<b>2.</b>	<b>Minutes of Previous Meeting and Matters Arising</b> To confirm the minutes of the meeting held on 27 January 2009 as a correct record.	<b>1 - 6</b>
<b>DECISION ITEMS</b>		
<b>3.</b>	<b>Awarded Watercourses - New Contract</b>	<b>7 - 92</b>
<b>4.</b>	<b>Government Grants for Household-level Flood Risk Mitigation</b>	<b>93 - 96</b>
<b>5.</b>	<b>Service Plans 2009/10 to 2011/12</b> The Portfolio Holder is recommended to approve the attached Health & Environmental Services 2009/10 to 2011/12 service plan.	<b>97 - 184</b>
<b>6.</b>	<b>Member Training and Development Programme 2009-2010</b>	<b>185 - 206</b>
<b>STANDING ITEMS</b>		

**7. Forward Plan**

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The Portfolio Holder will maintain, for agreement at each meeting, a Forward Plan identifying all matters relevant to the Portfolio which it is believed are likely to be the subject of consideration and / or decision by the Portfolio Holder, Cabinet, Council, or any other constituent part of the Council. The plan will be updated as necessary and published on the Council's website following each meeting. The Portfolio Holder will be responsible for the content and accuracy of the forward plan.

**8. Date of Next Meeting**

The next meeting will be held on Monday, 18 May 2009 at 2pm in the Jeavons Room (this replaces the previously published date of 28 April 2009)

## **GUIDANCE NOTES FOR VISITORS TO SOUTH CAMBRIDGESHIRE HALL**

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### **Security**

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### **Banners, Placards and similar items**

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### **Disturbance by Public**

If a member of the public interrupts proceedings, the Chairman will warn the person concerned. If they continue to interrupt, the Chairman will order their removal from the meeting room. If there is a general disturbance in any part of the meeting room open to the public, the Chairman may call for that part to be cleared.

### **Smoking**

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**SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL**

Minutes of a meeting of the Environmental Services Portfolio Holder's Meeting held on  
Tuesday, 27 January 2009 at 9.30 a.m.

Portfolio Holder: Mrs SM Ellington

**Councillors in attendance:**

Scrutiny and Overview Committee monitor: -

Opposition spokesmen Mrs HM Smith and Dr SEK van de Ven

Also in attendance: -

**Officers:**

Iain Green	Environmental Health Officer (Public Health Specialist)
David Hill	Accountant
Maggie Jennings	Democratic Services Officer
Dale Robinson	Corporate Manager, Health & Environmental Services
Susan Walford	Environmental Health Officer (Scientific)

**19. DECLARATIONS OF INTEREST**

19.1 The Portfolio Holder declared a personal interest as a manager of a Pest Control company; item 4 relating to Fees and Charges refers.

**20. MINUTES OF PREVIOUS MEETING AND MATTERS ARISING**

20.1 The notes of the meeting held on 6 November 2008 were agreed as a correct record.

**Matters Arising**

**Minute 12.2 – Arbury Park** – it was noted that £15,000 had been provided towards cleaning the site of waste material.

**Minute 15.1 – Air Quality Monitor** – it was noted that a monitor had been installed at Orchard Park

**21. LOCAL AIR QUALITY STRATEGY**

21.1 As no significant changes had been required following the consultation process, the Environmental Services Portfolio Holder **APPROVED** the Local Air Quality Strategy for South Cambridgeshire District Council.

**22. HEALTH & ENVIRONMENTAL SERVICES FEES AND CHARGES**

22.1 Consideration was given by the Portfolio Holder to the information provided in the covering report and accompanying appendix. The following information arising from the ensuing discussion was noted:

- The charging arrangements relating to processes under the Environmental Protection Act 1990 had not yet been finalised by DEFRA

- Changes to the charging regime relating to the Animal Welfare Act 2006 would be introduced in 2009/10 as a result of the national permitted charging regime
- A 2.5% rate of inflation increase had been included in the Council's Medium Term Financial Strategy 2009/10 that would form the basis of the Estimates
- The fees suggested for 2009/10 as contained in Appendix 1 had been built into the 2009/10 budget process
- There had been no increase in problems relating to rodent activity due to the introduction of charges. It was felt however, that a policy regarding whether the Housing Revenue Account should pay the fees, as landlord should be considered, as disputes had arisen in the past with tenants
- There were alleged frequent complaints/concerns relating to rodent infestations in areas where watercourses were situated and in particular in the vicinity of residential properties

22.2 The Environmental Services Portfolio Holder **APPROVED** the fees and charges for the various licensing, authorisation functions, Environmental Health Services and training for the 2009/10 financial year as set out in the appendix to the report contained in the agenda, subject to the following which are to be retained at the 2008/09 fee/charge:

- Animal Boarding Establishments
- Dog Breeding Establishments
- Riding Establishments
- Pet Shops (i) Basic
- Street Trading (i) Mobile traders in villages up to 2 nights a week and (ii) Each additional night
- All Hackney Carriage & Private Hire Vehicle Licensing categories
- Food Hygiene and Health & Safety Training Courses
- Trade Refuse Charges
- School Customers

22.3 It was **NOTED** that, due to the retention of the 2008/09 fees/charges in the above named services, amendments to the Environmental Services Portfolio Estimates for 2009/10 would be required.

## 23. DRAFT CAPITAL AND REVENUE ESTIMATES

23.1 Prior to consideration of this item, the Corporate Manager informed the Portfolio Holder that £25,000 had been allocated by Cabinet at its meeting on 13 November 2008 towards a Flood Risk Assessment on the impact of the raised eastern banks of Covells Drain. An adjustment would therefore be required to the 2009/10 Estimates contained in Appendix A to the report.

23.2 The following information was subsequently noted:

- The 2009/10 estimates were over target by approximately £30,000; this was mainly due to the dry recycling contract inflation rate, which stood at 4.7% at the time of the annual review of the waste recycling contract and the effect of the Portfolio Holder's earlier decision with regard to fees and charges

- That the results of a benchmarking exercise had shown that SCDC ranked as 10<sup>th</sup> lowest out of 16 for Waste Collection; lowest of 16 for Street Cleansing and 2<sup>nd</sup> lowest out of 16 for Environmental and Public Health Services
- Due to either climatic conditions or ecological constraints staff had been reallocated from work on watercourses to street cleansing duties with their salaries allocated to the street cleansing service budget. This ensured that the workforce remained occupied all year round and negated the use of agency staff
- At the request of Cllr Mrs HM Smith, the Corporate Manager undertook to investigate the dumping of bags containing plastic bottles at Milton tip and in response that the Travellers at Chesterton Fen did not have a collection point for plastics recycling, Cllr Mrs HM Smith would be approached to assist with the 'hard to reach' refuse collection and recycling review. Those areas would be collated and included in the report for consideration by the Portfolio Holder at a future meeting
- That there had been a reduction in the material price for re-cycling kerbside plastics, however this did not affect the Council's current budget as material price was at the contractors risk. The current contract expired in October 2010
- A lay-by litter bin/cleansing schedule was included on the Council's website
- The number of adaptations to property, which ranged from the installation of grab rails to creating pathways, was due to the increase in the population of 65-75 year olds

23.3 The Portfolio Holder, having thanked the Corporate Manager and Accountant for the exemplary manner in which the budgetary process for Environmental Services had been managed:

- (a) **CONFIRMED** the proposals for capital expenditure shown in Appendix E to the report, for inclusion in the capital programme, and
- (b) **ENDORSED** the Revenue Estimates and Capital Programme shown in Appendices A and D, subject to the inclusion of £25,000 re Covells Drain, for consideration by Cabinet on 12 February 2009.

## 24. SERVICE IMPROVEMENTS 2008/09 - NINE MONTHS PROGRESS REPORT

24.1 The Portfolio Holder **NOTED** the information regarding progress on Service Improvements 2008/09 and in particular regarding:

- **Workflow software migration.** The procurement process had commenced and three potential providers had been identified
- **Customer satisfaction action plan.** The results of a telephone survey would be presented to the Portfolio Holder at a future meeting
- **Equality impact assessments.** Additional resources would be required in order to action, therefore the status would change to Red
- **Taxi's and private hire vehicles.** Reference to further initiatives related to local transport managers

- **Healthy eating and alcohol related award schemes.** The FSA Board had now met and the implementation of a Countywide Healthy Eating Scheme had been agreed
- **Re-instate handyman service.** The Portfolio Holder would be advised of progress in due course when this had become clearer

## 25. PERFORMANCE INDICATORS 2008/09 - NINE MONTHS POSITION

25.1 The Portfolio Holder **NOTED** the information regarding progress on Performance Indicators 2008/09 and in particular relating to:

- **SE209.** Three staff on long-term illness had been resolved, however there had recently been an accident involving an Operator who had sustained a broken collar bone
- **BV86.** Increase in cost of waste collection per household. This was due to increase in fuel costs as explained in the budget report
- **SE220.** Home Improvement Agency. A bid for additional resources was unsuccessful
- **SE118/19.** An additional surveyor was required
- Staff vacancies had been kept at a minimum

## 26. JOINT STRATEGIC NEEDS ASSESSMENT FOR CAMBRIDGESHIRE - PHASE 2

26.1 The Portfolio Holder was informed that the bi-annual Needs Assessment was a combined document that included information provided by SCDC, Cambridgeshire County Council and NHS Cambridgeshire and related to the needs of Children & Young People, Adults of working age and Older People. It was particularly emphasised that the population of those aged over 65 was expected to increase by 60% and those aged over 75 by 55% by 2021 which had a particular impact on the Council and sheltered housing.

26.2 Issues raised as a result of the subsequent discussion included the following:

- The need for future consideration of the provision of 2-bed sheltered accommodation in order to accommodate carers
- A projected increase in planning applications for granny flats and annexes
- Awareness of the areas of deprivation, isolated villages and Travellers needs
- Travellers' life expectancy was lower than the rest of the population. The life expectancy for Migrant workers was difficult to obtain due to their movement around the country
- One of the key findings was the incidence of Child and Adult obesity
- Progress had been made regarding cardio vascular disease using preventive



measures

- The increase in smoking, particularly amongst teenage girls

26.3 In conclusion, the Portfolio Holder,

- (a) Recommended to the Council's representatives on the South Cambridgeshire Strategic Partnership that the Council use its influence on the partnership to raise the importance of the Joint Strategic Needs Assessment (JSNA) and its findings. (A presentation is due to be heard by the South Cambridgeshire Strategic Partnership on 23 February 2009),
- (b) Agreed to discuss with other appropriate Portfolio Holders, the key areas of concern raised by the JSNA listed in paragraphs 57-61 of the report, with a view to including the said areas of concern within their respective departmental service plans where appropriate,
- (c) Agreed to highlight with Corporate Managers the need for the Council to have an input into the JSNA process to ensure all relevant health needs of South Cambridgeshire residents are incorporated in future JSNAs, and
- (d) Agreed to take forward the contents of the report into future discussions at the Health & Well-being Partnership.

## **27. PROGRESS ON AWARDED WATERCOURSE SERVICE TENDERING - VERBAL UPDATE**

- 27.1 The Corporate Manager reported that twelve responses had been received in response to the advertisement process; including an internal application and that six were likely to be invited to submit a tender. The tenders would be considered on the Most Economically Advantageous Tender criteria, ie 40% price, 60% quality. It was anticipated that evaluation of the pre-qualification responses would take place in early February; draft specifications and contract documentation would be submitted to the Portfolio Holder for consideration in March; a formal invitation to tender would take place in April; an offer given to the successful tenderer in July and a start date in August.
- 27.2 It was noted that Members would not be part of the evaluation, however, they would set the evaluation criteria against which tenders would be evaluated.

## **28. MEMBER TRAINING**

- 28.1 The Portfolio Holder was provided with an update on training and development initiatives undertaken during 2008-09 and progression on the programme for 2009-10.
- 28.2 Cllr Mrs S van de Ven expressed concern that the mentoring session she had received had not been particularly satisfactory. She had submitted data as requested by the mentor that had not been acknowledged and the subsequent feedback received had been a generic report.
- 28.3 It was noted that training in respect of the *National Leadership Academy* was mainly for Cabinet members and chairs of specific committees. Work was also currently being undertaken on a document containing the criteria for seminars and training.

28.4 The Portfolio Holder **NOTED** the report

**29. FORWARD PLAN**

29.1 The contents of the Portfolio Holder's Forward Plan was **NOTED** subject to the inclusion of the 2009/10 Member Training and Development Programme for consideration on 24 February 2009 and in the event that accurate figures in respect of the 2008/09 Outturn budget monitoring report might not be available for the 28 April meeting, the report would be held over until May 2009.

**30. DATE OF NEXT MEETING**

30.1 The next meeting will be held on 24 February 2009 unless there were insufficient items for consideration.

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**The Meeting ended at 12.30 p.m.**

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**SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL**

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**REPORT TO:** Environmental Services Portfolio Holder 24 March 2009  
**AUTHOR/S:** Executive Director / Corporate Manager for Health and Environmental Services

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**AWARDED WATERCOURSES – NEW CONTRACT****Purpose**

1. To obtain agreement and approval from the Portfolio Holder to proceed with the new contract based on the Instructions for Tendering, Specification, the New Engineering Contract Volume 3 (NEC3) conditions of contract as amended by the councils standard conditions and the Bill of Quantities outlined in the enclosed document (s). Please note that the drawings are not included due to their bulky nature and the NEC3 conditions are only available via hard copy but both are available for inspection by Members from the Drainage Manager should they wish to examine them.

**Background**

2. Officers were directed by Cabinet (meeting 11 September 2008) to undergo a competitive tendering process and obtain tenders for the work on the award drains from external contractors and the in-house service provider.

**Considerations**

3. There were a total of twenty-five expressions of interest in completing the Pre-Qualification Questionnaire (PQQ) for the works, including the in-house service. Twelve PQQ's were returned and evaluated in order to compile a list of candidates to invite to tender comprising of a minimum of 5 and maximum of 7. Each of the twelve submissions was 'scored' against how well an applicant met a particular requirement. The groupings for the criteria were:
  - Financial stability
  - Resources
  - Quality Accreditation
  - Experience and technical

As a result of this exercise it is proposed that five contractors should be invited to tender for the works, including the in-house service, as shown in the confidential Appendix of this report.

4. The Bill of Quantities has been arranged such that the separate aspects of the works are identified and will be priced individually to aid the tender evaluation process.
5. There is a limited time period within which the tenders must be priced and returned in order to commence works under the new contract by 1 August 2009. It is planned therefore, to issue invitations to tender by the end of March or the first week in April of this year.
6. It was suggested at Cabinet that the flail mowing might be divided into three geographical areas to allow local farmers to offer a competitive quote for this particular aspect of the works. However, very little interest was expressed at the

Qualification stage by farmers and no PQQ forms were returned by any local farmer. The flail mowing works has therefore been packaged as a single Class of work within the Bill of Quantities.

7. The tender evaluation will be carried out on the basis that the award will be based on the most economically advantageous bid received where prices/costs offered account for 40% of the overall score with Quality and Capacity accounting for 60%. The tender evaluations will be undertaken as outlined in the contract documentation and will be in line with the delegations within the Council's Constitution.

### **Recommendations**

8. It is recommended that the Portfolio Holder for Environmental Services:
  - (a) Approves the tender documents attached for tendering,
  - (b) Invites the Contractors listed at the confidential appendix to tender for the works, and
  - (c) Notes the timetable for the tendering and evaluation process to be undertaken.

**Background Papers:** the following background papers were used in the preparation of this report:

Cabinet recommendations of 11 September 2008

**Contact Officer:** Patrick C Matthews – Drainage Manager  
Telephone: (01954) 713472

By virtue of paragraph(s) 2 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

Document is Restricted

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South  
Cambridgeshire  
District Council

Invitation to Tender Documents  
Awarded Watercourses Maintenance  
(August 2009 – July 2014)

Closing date for submission of completed Tender:  
**15 May 2009** no later than **12 noon.**

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### Part B – Tenderors Response – Invitation to Tender Response

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Section 7	Schedules
Section 8	Bill of Quantities
Section 9	Method Statements
Section 10	Form of Tender
Section 11	Legal Terms and Comments
Section 12	Tendering Envelope Cover
Section 13	Tender Checklist

#### **Submission**

The Council would like 3 **printed hard copies** of the tender documents.

#### **KEY DATES**

**Tender return date (and time): 15 May 2009 no later than 12 noon.**

**Tender must be returned by posting to:**

Please send the 3 printed copies in a securely sealed plain envelope with no distinguishing marks. This shall bare the words ‘Tender’ and addressed using the Tendering Envelope Cover in Section 12 to:

The Reception Desk  
South Cambridgeshire District Council,  
South Cambridgeshire Hall,  
Cambourne Business Park,  
Cambourne,  
Cambridge,  
CB23 6EA.

#### **Contact Officer**

**The Contact Officer for this procurement is:** Patrick C Matthews

Tel: 01954 713472

e-mail: pat.matthews@scambs.gov.uk

#### **Extra/Electronic Copies Of The Invitation To Tender**

If you would like an electronic copy or paper copies of this Invitation to Tender please contact P C Matthews





**South  
Cambridgeshire  
District Council**

Part A

## The Council's Requirements

**South Cambridgeshire District Council (SCDC)**

SCDC manages the large rural district of South Cambridgeshire covering approximately 90,000 hectares has 102 villages and forms the southern most part of the county of Cambridgeshire. It is bordered by East Cambs DC, Huntingdon DC, North Herts DC, Uttlesford DC and totally surrounds the City of Cambridge and well served by a network of main roads that includes the M11, A10, A11, A14, A 428, A505 and A603.

SCDC has a housing stock of just under 6000 properties comprising of primarily traditionally built houses, bungalows and low rise flats including 44 sheltered housing schemes for the elderly.

More information on South Cambridgeshire District Council can be found at [www.scambs.gov.uk](http://www.scambs.gov.uk)

## 1.0 Instructions for Tendering

### 1.1 Documentation.

#### 1.1.1 Acknowledgement of Receipt.

The Tenderer shall confirm receipt, in writing, of the Tender Documentation by return of post.

#### 1.1.2 Confidentiality.

All Documentation is to be returned to the Council with your Tender. The contents of the Documentation must be held in confidence by you and not disclosed to any third party other than is strictly necessary for the purposes of submitting your Tender. You must also ensure that a similar obligation of confidentiality is placed upon any third party to whom you may need to disclose any of the Documentation for the purposes of the Tender. If a Tenderer does not wish to submit a tender, all tender documents, including drawings, must be returned to the Council prior to the closing date for the return of tenders. It should be noted that the Council will not pay any fees or expenses incurred by Contractors in preparing and submitting their tenders.

#### 1.1.3 Accuracy of Documentation.

Before tendering, all drawings and other documentation should be checked for any errors or queries relating to the contract. If a tenderer has any queries relating to the contract documents he should immediately contact Patrick Matthews, the Council's Drainage Manager (Tel 01954 713472) who is supervising the contract.

#### 1.1.4 Amendments to Documentation.

Prior to the date for return of Tenders, the Council may clarify, amend or add to the Documentation. A copy of each instruction will be issued by the Council to every Tenderer and shall form part of the contract Documentation. No amendment shall be made to the Documentation unless it is the subject of an instruction. The Tenderer shall promptly acknowledge receipt of such instructions.

#### 1.1.5 Disposal of Documentation.

In the event that the Tenderer is not successful, the Tenderer shall dispose of all copied Documents in a secure and confidential manner.

### 1.2 Tender Response.

#### 1.2.1 Return of Tenders.

Tenders shall be returned using the addressed return cover provided (not bearing any identification of the sender) to the offices of the Council , **not later than Noon on 15 May 2009.**

#### 1.2.2 Submission of Tender.

Tenders shall be submitted by completion of the Bill of Quantities provided and the rates shall be legibly priced in ink, with the columns added up to form the total amount of the Tender.

**NOTE: Tenderers should clearly state in their tender submissions whether they are prepared to undertake all or part of the works specified as the Council may wish to let the contract in parts if this proves advantageous.**

#### 1.2.3 Compliance.

Tenders must be submitted in full compliance with requirements of the Tender Documents and in accordance with the stated Conditions of Contract. Tenderers should specifically withdraw their own standard Conditions of Contract included in covering letters or elsewhere together with those of any proposed Sub-Contractor.

1.2.4 Alternative Offers.

Alternative offers will only be considered if they constitute a fully priced alternative and are submitted in addition to a Tender complying with the requirements of the Tender Documents.

1.2.5 Pre-tender Inspection.

Tenderers, before entering any land or premises in connection with the Tender, shall make prior arrangements to do so through the local landowners. The Council's Drainage Manager may be in a position to visit a representative proportion of the award drains but due to time constraints any arrangements to carry out joint visits will need to be put in place as soon as possible from the date of receipt of tender documents.

It is vitally important for Tenderers to visit as many of the award drains as possible in order to obtain first hand knowledge on the location of the drains, means of access, the full extent of the character of operations necessary and an appreciation of the extent of travel between locations. No claim on the grounds of lack of knowledge in any such respects will be entertained as Tenderers will be deemed to have satisfied themselves on all matters affecting their tender.

1.2.6 VAT.

The prices and/or rates quoted in the Tender must be exclusive of Value Added Tax , which, if applicable, shall be charged at the rate applicable on submission of invoices.

1.2.7 Tenderer to provide Method Statements with Completed Tenders.

In order to assess the Tender, it will be necessary for Tenderers to provide a detailed Method Statement for each Item of the Works described. The method statements must be accompanied by a works programme that outlines the timing of the works, all contractors plant and equipment expected to be used, the number and qualifications/experience of all personnel involved with the contract, consideration of working close to members of the public, Environmental considerations, Health and safety method statement as outlined in section 4 and any other information relevant to the Contractor's ability to undertake the works.

This information will be used as a basis for undertaking the Tender assessments. The following will be of assistance to Tenderers in ensuring adequate information is provided for tender evaluation:

**Knowledge and Experience** – Clearly demonstrate how you will use your experience on similar contracts to carry out the works in the specification.

**Supervision of Staff and Works** – How will your company supervise and manage, staff, the use of any contractors and works?

**Staffing Structure** – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.

**New vehicles or Staff** – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.

**Personnel** – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?

**Service availability and delivery** – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?

**Response Times** – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.

**Reporting and programming** – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?

**Contract Management** – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?

**Business Continuity** – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?

**Continuous Improvement** – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?

**1.3 Acceptance.**

1.3.1 The Council is not bound to accept the lowest, or any, tender. However, in evaluating the tenders, note will be taken of the Grand Total of the priced Bill of Quantities. The Grand Total will be checked for extension and addition and should any errors be found, the Grand Total will be amended on the basis that the Tenderer’s submitted rates remain unaltered.

It is the duty of the Tenderer to submit rates that in his view reflect the true cost of carrying out the described work. Should the Council consider that any rates do not represent the true cost of carrying out the works it may:

1. Ask the tenderer to confirm his rates or withdraw
2. Reject the tender

The Council accepts no responsibility for any error or discrepancy by the Tenderer, which is not discovered during the Council’s examination of the tenders.

**1.3.2 Scoring of tender submissions.**

1.3.3 Award will be based on the most economically advantageous bid received, where prices/costs offered account for 40% of the overall score with Quality and Capacity accounting for 60%.

1.3.4 The evaluation scheme is described below. Bidders responses to the method statements will be scored using a marking system. Extra marks will be awarded (where appropriate) for responses that are supported by the use of relevant examples of similar contracts or direct experience of watercourse maintenance.

**Award Criteria Table.**

<b>Evaluation Criteria</b>	<b>Percentage</b>	<b>Comments on Evaluation Procedures</b>
Quality and Capacity – total to account for 60%		
Knowledge and Experience	10%	Follow up responses from referees as detailed in 9.8. Method Statement 9.1 to 9.7
Health and Safety	10%	Developed H and S Plan

		Method statement 9.7 requirements as detailed in 4.2 & 4.3
Quality (The Tenderer's proposals for meeting the Council's requirements and expectations as described in this document) This includes: Personnel Service availability and delivery Response Times Business Continuity	15%	Method Statement 9.1 to 9.7
Reporting and Programming	5%	Method statement 9.1 to 9.7
Capacity (The Tenderer's proposals for meeting the Council's requirements and expectations as described in this document) This includes: Supervision of Staff and Works Staffing Structure New vehicles or Staff Continuous Improvement	15%	Method Statement 9.1 to 9.7
Contract and Project Mgt proposals	5%	Method Statement 9.1 to 9.7
<b>Weightings</b>		9.1, 9.2 ,9.3 ,9.7 = 5 9.4 ,9.5 = 2 9.6 =1
<b>Tendered Prices and Costs (40%)</b>		
Price and cost implications for the Council.	40%	Evaluation of the annual costs shown in the Bill of Quantities

1.3.5 Evaluation of the tenders received will be carried out by a panel of officers from the Council.

The Council aims to accept the most competitively advantageous Tender and not necessarily the cheapest. It reserves the right to award on the basis of quality, innovation and experience.

#### 1.4 Tender acceptance period.

The Tender shall be valid for a minimum period of three months from the date for return of the tenders.

#### 1.5 Withdrawal.

Tenderers unable or unwilling to submit a Tender shall immediately notify the Council, and return all Tender Documents, including any copies. The Tenderer shall state in writing the reasons for withdrawal.

**1.6 Tender prices.**

The rates in the Bill of Quantities shall be fixed for the first 12 months of the contract. Thereafter, the rates will be increased (or decreased) in line with changes in the Retail Price Index as produced by the Office for National Statistics. Any increases will be based on the prevailing rates for the month of June in each year and shall be implemented in July of each year.

**2.0 Maintenance Works Agreement.**

**2.1 Introduction.**

See Form of Tender in Section 10

**2.2 Description of Works.**

The Council has inherited responsibility, under the terms of various Inclosure Acts (mainly 19thC), for the upkeep and maintenance of the Awarded Watercourses shown in the contract drawings. Legal control of the watercourses is exercised using powers contained in the Land Drainage Act 1991 and later amendments as well as the Council's Land Drainage Byelaws, introduced in 1999. The Council uses its powers for land drainage, flood risk management and environmental enhancement purposes.

Routine maintenance activities include flail mowing, aquatic weed-cutting, de-silting and spoil spreading along the awards. Some tree maintenance, debris/obstruction clearance and minor repairs/improvements to banks and structures may also be required under this agreement.

In addition to routine maintenance activities, emergency works may be required, usually during periods of heavy rainfall, throughout the South Cambridgeshire District.

**2.3 Contract Data.**

Client: South Cambridgeshire District Council  
South Cambridgeshire Hall  
Cambourne Business Park  
Cambourne  
Cambridge  
CB23 6EA

Contact: Mr Patrick C Matthews

Telephone: 01954 713472

Fax: 01954 713248

e-mail: [pat.matthews@scambs.gov.uk](mailto:pat.matthews@scambs.gov.uk)

**Contract start date: August 2009**

**Contract completion date: 31 July 2014**

**Date for reply: 12-00 Noon, 15 May 2009**

The Conditions of Contract are the NEC3 Engineering and Construction Short Contract (June 2005) as amplified amended or extended below in Section 11. In the event of conflict arising between the NEC conditions and the Council's general conditions of contract for professional services [2005] edition (1) the latter shall take precedent.

#### **2.4 Insurance and Performance Bond.**

To secure the due performance by the Contractor of his obligations to the Council, the Contractor shall provide a Performance Bond prior to the commencement date. This bond must be maintained during the entire contract period. The value of the Bond shall amount to 10% of the total annual cost of the works as outlined in the Grand Summary.

The minimum "Third Party" insurance cover required is £5,000,000-00.

The minimum "Public Liability" insurance cover required is £5,000,000-00.

Council's Instructions. Instructions Will Be Issued By The Council's Drainage Manager To The Contractor's Representative. These Instructions May Be Given Orally At Any Time, But Will Be Confirmed In Writing Within A Period Of Five Working Days.

Council to provide necessary information. The Council Shall Be Responsible For The Provision Of Any Necessary Instructions, Drawings Or Other Information.

Statutory Consent/Assent for works. The Council Shall Ensure That Any Necessary Consents (other than Landowner/tenant consents), Assents Or Agreements Are Obtained From The Relevant Authority.

#### **2.5 Contractor's Responsibilities.**

The Contractor shall provide all supervision, labour, materials, equipment, temporary works and transport for the completion of the Works required under this agreement. The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction including temporary works.

##### **Contractor's Representative.**

The Contractor shall notify the Council of the person duly authorised to receive instructions on behalf of the Contractor.

Compliance with Statutes etc.

The Contractor shall ascertain and conform in all respects with the provisions of any General or Local Act of Parliament and the Regulations and Byelaws of any local or other statutory authority, which may be applicable to the Works.

Sub Contractors.

All sub-contractors, including sub-contract labour, shall be approved by the Council prior to commencement of work. Consent shall not unreasonably be withheld.

##### **Local Landowners.**

The award drain system in the South Cambridgeshire District as shown on the contract drawings is controlled under the council's land drainage byelaws. The contractor should note that all land associated with the award drains as well as the drains themselves are in private ownership. It shall be the responsibility of the contractor to obtain all necessary permissions and consents from the local landowners before entering onto any land to undertake any



works. In most cases this will not present difficulties as most landowners welcome the works. However, consultation with the landowners prior to works must take place in order to avoid conflict and bring about delays. All rates within the bill of quantities must reflect the costs associated with contacting and liaising with relevant landowners.

### **Waste Management Regulations.**

The Contractor must comply with all relevant Waste Management legislation. The Contractor MUST be a Registered Waste Carrier at all times throughout the course of the contract and must demonstrate the use of Waste Transfer Notes for all waste associated with the contract.

## **2.6 Programming of Works, Method Statements and Quality Control**

**Outline Programme.** The Contractor shall provide an ANNUAL outline programme in July of each year detailing the principal work activities and distances over which works are due to take place. This shall be presented to the Council's Drainage Manager for general agreement. Any additional requests for works shall be added to the programme by the Contractor as directed by the Drainage Manager.

**Quality Control.** The Contractor shall institute and maintain a properly documented and auditable quality control system designed to ensure that the service is provided at all times and in all respects in accordance with the contract documents. This system shall be submitted with the tender and should include the Contractor's own performance and quality measures and the procedures to meet the requirements of the contract. These procedures should include; Performance Standards and any deviation from these; the Contractor's supervision and self-monitoring arrangements; Responses to user requests, enquiries and complaints; Collating, formatting and presenting performance information

**Method Statements.** The annual outline programme for the works must be accompanied by detailed Method Statements for all the major items of the works outlined in the contract documents. The Method Statements must outline in detail the proposed method of work and take account of all relevant legislation including the Waste Management Regulations: Health and Safety legislation: Environmental Legislation and all other legislation that applies to the Contractor. The detailed annual Method Statements should be in line with the guidance given in 1.2.7 above.

**Detailed Programme.** The Contractor shall provide the Council with a programme for the Works for discussion at regular bi-monthly meetings as determined by the Council during the execution of the Works.

**Delay and Extra Cost.** If any items of the Works are unavoidably delayed or are likely to incur additional cost the Contractor shall notify the Council as soon as reasonably practicable.

## **2.7 Variations and Extra Work.**

**Works Instructions/Variations.** The Council may order any variation to any part of the Works. Instructions/Variations may be ordered orally by the Council with written confirmation to be provided within five working days.

**Dayworks.** The Council may request the Contractor to undertake additional work pursuant to the Agreement on a Dayworks basis. For the purposes of this Agreement, Dayworks shall mean that labour and Plant costs are charged at the normal "all-in" labour rates included within the priced schedule within the Bill of Quantities. Materials shall be charged "at cost" plus the contractor's quoted

additional percentage outlined in the Bill. The Contractor shall provide at the request of the Council, a breakdown of all costs incurred in the execution of the work.

## 2.8 Measurement & Payment

**Bill of Quantities.** The quantities set out in the bill of quantities are the estimated quantities of work but they are not to be taken as the actual or correct quantities of the works to be executed by the contractor.

It should be noted that the weed/grass cutting activities within the contract are currently completed by mechanical and manual methods, with approximately 90% being completed mechanically and 10% manually.

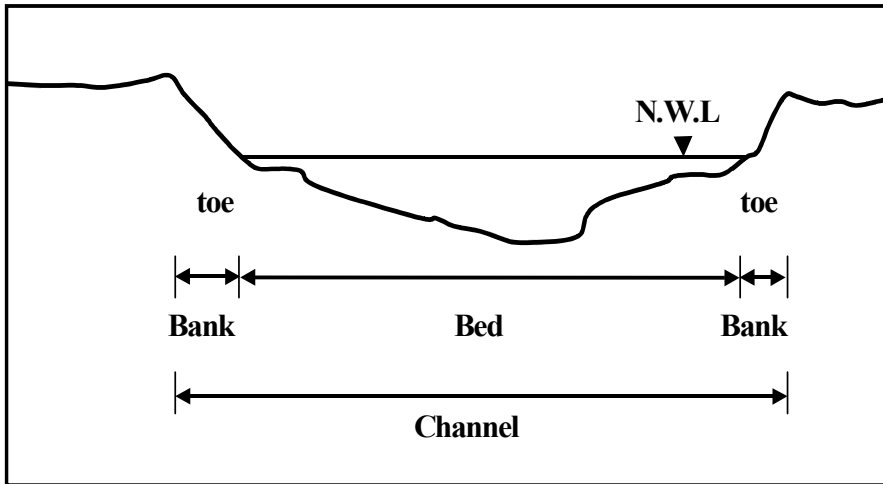
**Measurement of Works.** The Contractor shall ascertain and determine by ad-measurement, using the unit of measure for each item and in accordance with the Method of Measurement, the value of work done each month.

Unless otherwise specified, channel widths are deemed to be measured from bank to bank at normal summer water levels. Bank lengths are deemed to commence at normal summer water level, and extend to normal field level.

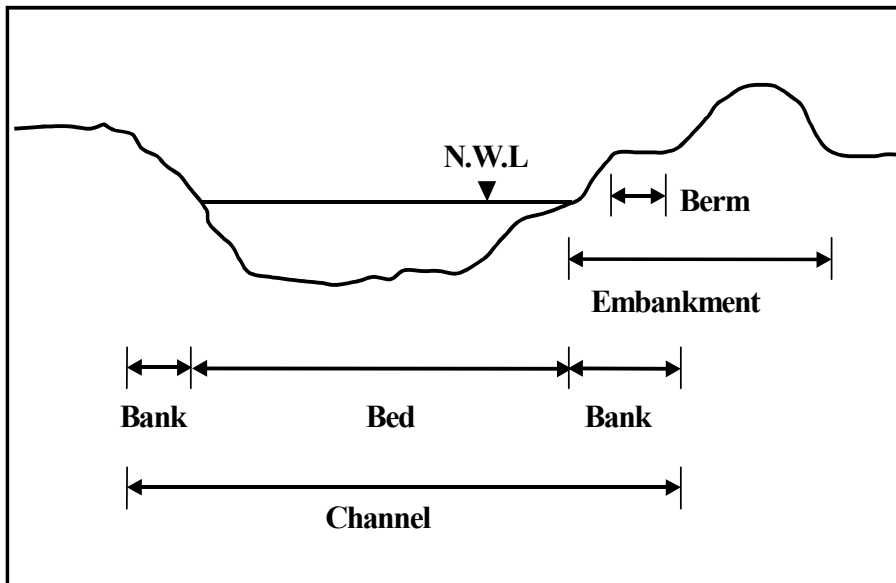
All works to banks shall be described as right bank or left bank as viewed in the direction of flow.

**DEFINITION OF TERMS:  
TYPICAL CROSS-SECTIONS**

**Typical Watercourse**



**Embanked Watercourse**



**Monthly statement.** The contractor shall submit a monthly valuation to the council by the 15th day of each month for the work executed in the previous month.

**Monthly Payments.** The Council will authorise the monthly statements for the previous month for payment by the final day of the following month providing the account is agreed and invoiced by the 15<sup>th</sup> day of the month.

## 2.9 Performance & Quality Monitoring and Liaison.

**Supervision of works.** The contractor shall ensure that the works are adequately supervised at all times to ensure the safety of operations, efficiency of execution and the quality of the workmanship.

**Monitoring.** The contractor shall undertake a process of monitoring that ensures works to all watercourses are inspected and recorded as the works proceed. This information will form a means of demonstrating how the council has fulfilled its legal obligations along each watercourse. The information must be recorded on copies of the contract drawings and accompanied by 'before and after' digital photographs along approximately every kilometre of watercourse or less at locations where manual works take place. At the end of each season, a full set of marked-up drawings must be presented to the council for its records. It is expected that the monitoring records will accompany each monthly valuation. Prior to payment of the monthly valuations, the council's representative will check a representative sample of the recorded details to ensure compliance. In the event of non-compliance or invalid claims, the council may instigate the liquidated damages procedure to recover its costs.

**Claims for Damage.** Details of all claims, or warning of intended claims, which the Contractor may receive in respect of his actions in undertaking the Works shall be notified without delay to the Council, who shall likewise pass to the Contractor any such claims or warnings that may be submitted directly to the Council. The Contractor shall notify the Council in writing on the next working day following any damage or injury arising from the execution of the works.

The Contractor shall indemnify the Council against all claims, losses, proceedings or other matters however they arise.

## 2.10 Disputes.

**Settlement of disputes.** If a dispute or difference of any kind shall arise between the council and contractor in connection with or arising out of the agreement or the carrying out of the works, all staff shall be encouraged to settle the dispute at the lowest common tier in the council's and contractor's staffing structures in the spirit of partnership. Only if this cannot be resolved at the local level and/or extra costs are likely to be incurred as a result of a delay in resolving the dispute, then the next tier in both teams should be requested for assistance to resolve the dispute. In the event that the dispute is still not resolved, an arbitrator will be appointed as agreed by both parties.

**Customer Complaints.** The Council considers it important that any complaints made by a member of the public, in respect of any part of the Council's service, are dealt with sympathetically and in an efficient and effective manner. A complaint is defined as an expression of dissatisfaction, however made, about the standard of service, action or lack of action by the Council or their staff or contractor affecting an individual customer or group of customers. In order to comply with the Council's procedure, the Contractor must comply with the following;

- Instigate a system of recording complaints when they are received either in person, by telephone, e-mail or in writing
- Maintain accurate and up to date records of the complaints detailing as a minimum, complainant's name, address, telephone number, nature and details of the complaint, name of individual dealing with the complaint and the action taken.
- Provide an initial response within three working days and a considered full response, if possible, to all complaints within ten working days.
- Designate a named individual as a liaison officer on behalf of the Contractor to monitor the complaints until a resolution has been achieved.
- Report the complaints to the Council's Drainage Manager on a monthly basis outlining the number, nature and the action taken to resolve the complaint. Where the Council's Drainage Manager or other designated Officer, considers that further steps are required to minimise the

possible recurrence of complaints in any particular area of the service, the Contractor shall be required to instigate such procedures as deemed necessary.

- Where a complaint is received by the Contractor regarding matters over which the Contractor has no control (e.g. Council Policy), it shall be referred to the Council's Drainage Manager.

### **2.11 Invoicing and Payments.**

The Contractor shall forward all invoices to the Council's Drainage Manager at the following address:

South Cambridgeshire Hall  
Cambourne Business Park  
Cambourne  
Cambridge  
CB23 6EA

### **2.12 Means of Access and Site Limitations.**

The contractor should be aware that certain limitations will apply regarding access to undertake the works. The byelaws used to control the award drain system allow for a five-metre maintenance strip to be used for access to all drains. However, as the byelaws were only introduced in 1999, there are some locations where access by machinery is not possible and works must be undertaken by hand. Additionally, landowners/farmers have always cultivated the land up to the edge of the watercourses and as a result, maintenance works are only possible in the window between harvest and drilling for the following year's crop. The mechanised works are therefore expected to occur in the period 1 August to late October although roadside ditches and others along access droves may be available up to the end of the year depending on the prevailing weather conditions. The bulk of the works will therefore be concentrated in the Autumn/early Winter period and the contractor's resources MUST reflect this requirement.

### **2.13 Volume of Work and Delays**

It is expected that the volume of works outlined in the Bill of Quantities will be achieved in most seasons. However, during periods when the harvest is late or delayed or access to land is restricted due to adverse weather or other reasons, the award drains may not always be accessible. The contractor should particularly note that NO compensation will be payable for any additional costs or loss of profit as a result of any of the above delays.

There are particular restrictions that apply to award numbers 830, 836 and the downstream end of award number 727. The restrictions are due to the proximity of the MOD Rifle Range at Barton (see drawing No. 11). Works must not take place along these drains when the Range is in use. This is indicated by the presence of a Red Flag at the entrance to the Range along Barton Road in the parish of Grantchester.

A further restriction will apply to works along the river Shep upstream of Dunsbridge Turnpike where the river crosses the A10 – award drain No. 684. A fish farm exists at this location and any upstream works likely to disturb silts or other substances in the watercourse must first be notified to the farm operator so that agreement can be reached on the timing of the works.

### **2.14 Plant and Equipment**

The successful Contractor will be expected to purchase the Council's plant and equipment currently engaged on the works. The current Council fleet consists of the following items of plant;

- Two No. Renault Ares 816 RZ Tractors Registered July 2004 approx 1600 running hours on clock

- Two Bomford-Turner B81-81T Flail Mowers – purchased July 2005 – condition good.
- One No. Atlas 1304 wheeled excavator Registration No. T808 FWR. Contains weeding basket and flail mower attachments.
- Two No. Toyota Hilux transport trucks, Single Cab with Truckman Top – Current Mileage approximately 45,500 and 48,500.
- Two Ifor Williams trailers – capacity 1.5 tonnes – condition good
- Three 5 Tonne Trailers – condition good

A bid for the plant and equipment should be inserted in the appropriate section of the Bill of Quantities. The total cost will be spread over a period of five years and an annual amount (one fifth of the total - subject to RPI increases) will be deducted from the final account at the end of each year.

In assessing the most competitive quote for the works, one fifth of the total bid for the Plant and Equipment will be deducted from the total in the Grand Summary of the Bill of Quantities in order to arrive at the annual contract price.

### 2.14.1 Plant Generally

All plant employed by the Contractor in the performance of the service at any time must be either owned by the Contractor or hired by the Contractor pursuant to a contract of simple hire (and not hire purchase).

The Contractor shall at all times be fully responsible for licensing and for the payment of all license fees, taxes and insurances required in connection with the use of all plant, whether or not owned by the Contractor.

It is a requirement of the contract that all vehicles used in the provision of the service bear the wording 'South Cambridgeshire District Council' logo and the words 'Working in partnership with' preceding the logo.

The Contractor shall ensure that all operators and employees are trained and thoroughly competent in the safe use of all plant and equipment. The Contractor shall also ensure that he has an adequate level of reserve plant available to him at all times as lack of suitable plant will not be considered as a reason for non-performance of the requirements of the contract.

### 2.15 Uniforms and Identification

The Contractor shall ensure that all persons employed in the performance of the service shall at all times be properly attired and presentable in appropriately identifiable uniforms or clothing which shall receive prior approval by the Council.

Representatives of the Contractor shall at all times carry identity cards in a form approved by the Council and these shall include;

Employee Name

Contractor's Name, business address and telephone number

The words 'Working in Partnership with South Cambridgeshire District Council' and

The Council logo

When requested to do so during dealings with members of the public, all persons employed by the Contractor in the performance of the service shall disclose their identity and shall not attempt to avoid doing so.

**2.16 General**

Entry on to all privately owned land must only take place following agreement and close liaison with the local landowner or tenant. The Contractor must approach local farmers and landowners/householders in a courteous and diplomatic manner. This is particularly important in the built-up village locations where works must be undertaken by hand and rates quoted in the Bill of Quantities must reflect the additional costs involved in making contact with local residents/landowners.

**3.0 Specification**

3.1 This Specification defines the base standards to be adopted for all of the South Cambridgeshire Maintenance Works on watercourses.

The key terms are clarified below: -

Aquatic Weed	Means all non-woody vegetation growing from the bed, or within the channel.
Bank	Means the part of the channel above the bed, normally inclined and mostly above normal water level.
Bed	Means part of the channel below the bank, below normal water level.
Berm	Means a generally horizontal artificial ledge in a bank or embankment, constructed in earth, above normal water level.
Blockage	Means accumulation of debris in or over the watercourse that causes an obstruction to free flow of water within the watercourse.
Channel	Means the portion of the watercourse capable of conveying and containing water.
Client	Means the South Cambridgeshire District Council.
Contractor	Means (.....).
Debris	Means loose artificial or natural material, excluding sediments, including fallen trees and branches.
Embankment	Means a raised earthen mound, which protects adjacent land from flooding.
Drainage Manager	Means the Council's duly appointed Officer who will supervise the works and represent the Council on all matters relating to the contract.
Hard Bed	Means the level of the watercourse delineated by the border between temporary and permanent bed material.
Length and width	Length is defined as being generally parallel to the direction of flow of the watercourse and width as being generally perpendicular.
Normal Water Level	Is the water level maintained under normal flow conditions. It should be noted that this will vary from summer to winter,
Rubbish	Means man made debris.
Sediment	Means naturally occurring eroded material including silts, sands and gravels, found on the bed.

Toe	Means the lowest portion of an embankment, man-made bank and highest inclined portion of the bed.
Watercourse	Means all rivers and streams and all ditches, drains, cuts, culverts, dykes, sluices, sewers and passages through which water flows.
Main River	Means a watercourse which is designated by DEFRA as Main River.
IDB Watercourse	Means an Ordinary or Awarded Watercourse that has been adopted by the local Internal Drainage Board.

### 3.2 Programme for the Works.

A substantial element of the maintenance works is predictable and repetitive and the annual quantities are shown in the Bill. The award drains have been categorised to reflect their importance and sensitivity to maintenance and the four categories, A, B, C and D are detailed below. However, the scope of the works will be as indicated below but the frequency will vary as shown. Please note that all watercourses are described on the drawings using an award number to identify the individual drain and a letter to identify the category of watercourse – e.g. 999A.

- 3.2.1 **Category A Awards** – High Priority. In general, works shall take place on these drains on an annual basis and shall include those sections within villages that require regular maintenance (Village Cut). The extent of flailing works in this category is approximately 80km (50 miles) with an additional 6km (4 miles) of handworks within the village areas.
- 3.2.2 **Category B Awards** – Medium Priority. The total length of flail mowing works on these drains is about 100km (60 miles) Approximately 70% of the category B ditches will be programmed for flailing each year with the remainder included in the following year's work.
- 3.2.3 **Category C Awards** – Low Priority. It is expected that flail mowing of these ditches will occur at intervals of not greater than three years unless there are exceptional circumstances. The total length of category C drains is approximately 78 km (49 miles) and the contractor will be expected to flail about 40km (25 miles) annually.
- 3.2.4 **Category D Awards.** All other awards not classified in the above three categories will be maintained as the need arises. Some of the drains in this category directly affect Sites of Special Scientific Interest (SSSI) and maintenance works will be undertaken following assents/consents from Natural England, RSPB or other conservation groups. The SSSI's that directly affect the maintenance programme are shown on the drawings.
- 3.2.5 The primary reason for maintenance is to ensure the Council fulfils its legal duties. However, due to the variable nature of land use, weather conditions, landowner requirements, soil type and environmental considerations, it will be necessary to maintain a high level of flexibility within the annual programme. This flexibility MUST be retained as a fundamental aspect of the approach to the Awarded Watercourses Maintenance Service.
- 3.2.6 Routine Inspections and Reporting.

The Contractor will be expected to report any blockages, damages or breaches of Byelaws to the Drainage Manager on a routine basis throughout the year. This will be particularly important in the village locations where homes and property are at the highest risk or where members of the public are likely to report problems. Additionally, where high levels of silt accumulation occur or substantial weed growth has developed, the Drainage Manager should be informed so that additional maintenance works can be investigated and instructed.

- 3.2.7 Performance Reporting.



A quarterly performance report shall be submitted to the Drainage Manager highlighting any slippage in the programmed works or the necessity for additional works. The quarterly reports shall be provided in the months of November, January, April and July for each of the previous quarters of the contract.

### **3.3 Legislation.**

The Contractor shall be conversant with all relevant legislation, regulations, guidelines and protected sites including:

- Land Drainage Act 1991 and 1994
- Water Resources Act 1991
- Control of Pollution (Amendment) 1989
- Wildlife and Countryside Act 1981 (as amended 1981, 1985 and 1991)
- Salmon and Fresh Water Fisheries Act 1975 (Section 2(4) Disturbance of spawning fish and spawning beds)
- Badgers Act 1973, 1991 & 1992
- Environmental Protection Act 1990
- SCDC Land Drainage byelaws
- Environment Act 1991
- Habitats Regulations 1994
- Countryside and Rights of Way Act 2000
- The Natural Environment and Rural Communities Act 2006
- Biodiversity Action Plans
- Sites of Special Scientific Interest
- County Wildlife Sites
- New Roads and Street Works Act 1991
- Traffic Management Act 2004 – Note: Cambridgeshire County Council operates a Permit Scheme for works on the public highway in line with the HAUC code of practice published in March 2008

### **3.4 Watercourse Maintenance**

#### **3.4.1 Mechanised Aquatic Vegetation/Weed Cutting**

Aquatic weed cutting includes the cutting of submerged and emergent non-woody vegetation on beds and the lower portion of banks.

Vegetation is to be cut to leave approximately 100mm of growth, retaining margins and uncut patches where specified.

Any cut vegetation which collects around screens, weirs, sluices, intakes or other structures must be removed so that blockages are not allowed to accumulate, and/or interfere with the operation of such devices. Such work shall be included with the weed cut and not be an extra item of work.

Cut weed and vegetation must be removed from the channel for disposal on the top of bank.

Existing minor items of debris encountered during weed cutting shall be removed from the channel. Such work shall be included in the normal maintenance work of weed and grass cutting and an allowance should be included in the Bill rates for such work.

Where rare plants are known to occur in a specific river reach, these will be identified by the Council on maps and must be retained.

Management must be undertaken working in an upstream direction so that re-colonisation by disturbed animals is into cleared areas to avoid accumulative removal.

Where possible, vegetation should be temporarily deposited close to the riverbank to enable some invertebrates to return to the watercourse. This must always be carried out where a hydraulic bucket/cutter is used, where silt may be removed with the vegetation. A manual search of the vegetation for Fish and other water-based wildlife should be made during this period and any found must be returned to the watercourse.

The material must not be stored in hollows or wet depressions and must not result in the suppression of vegetation on sites of conservation interest adjacent to or at the bank top, nor should any resultant liquor be allowed to run into such areas.

On watercourses greater than 2 metres wide, a strip of marginal vegetation on each side of the watercourse (approximately one sixth either side) must be retained to provide a habitat fringe and to avoid damage to the toe of bank. Along watercourses less than 2 metres wide, works shall take place to only one side of the drain (alternating sides for different years) where approximately two thirds of the growth shall be removed, retaining the other one third as habitat.

Routine mechanised vegetation removal is expected to be required at various time intervals in the following locations:

- Swavesey/Fen Drayton Parishes – in particular award numbers 706A, 705A and 690A.
- Longstanton Parish – in particular award number 688A.
- A number in the Hauxton and Shelfords Parishes.
- Meldreth, Melbourn and Shelford Parishes – in particular award numbers 667A, 685A and 684D.
- A number in the Parishes of Teversham, Fulbourn and the Wilbrahams.
- Award number 664A in the Parish of Histon
- Parish of Milton – Important section of award number 791A from railway line to river Cam.

As these operations are variable in nature, the actual locations for annual works will be as identified by both the Contractor and the Drainage Manager so that agreement is reached on the extent of the works required.

In connection with all of this work, the Contractor must take note of all the Environmental issues raises in Section 5.

### 3.4.2 Flail Mowing.

Flail mowing and associated hand-works shall consist of the cutting of all grass and vegetation over the whole inclined face of both banks, including briars, saplings, weeds (but excluding trees with a diameter greater than 25mm) together with overhanging branches level with the top of the banks. The resultant length for cut vegetation shall be between 100mm and 150mm. Any hedge growth that overhangs the watercourse must also be cut back to allow access with the mower to allow cutting to take place.

Where sections of banks are inaccessible for mechanical plant, or obstructions exist, the Contractor will be expected to maintain these sections to the same standard as those cut by mechanical means.

Cut vegetation shall not be deposited in the watercourse. If cut grass or other material falls into the watercourse then it must be removed immediately.

The Contractor must be able to identify invasive plants, and report all occurrences to the Drainage Manager.

A strip of marginal vegetation must be retained to provide a habitat fringe and to avoid damage to the toe of the bank.

Watercourse numbers 190A, 205A and 206A in the Swavesey and Fen Drayton areas are protected with embankments. The Landward face and top of the bank of these watercourses must be cut back as described above as well as the ditch face.

## 3.4.3 De-silting.

The Contractor's attention is drawn to The Salmon and Freshwater Fisheries Act 1975, The Wildlife and Countryside Act 1981, The Water Resources Act 1991 and The Land Drainage Improvement Act 1999. He shall take all reasonable precautions to ensure that no work in any watercourse is done in such a manner as to cause unnecessary or avoidable damage.

Deliberate stirring and flushing of silt must not be undertaken unless specifically agreed in writing.

Work should be carried out in an upstream direction unless it can be shown that this is not practical in certain locations. This is so that re-colonisation of disturbed animals occurs into cleared areas and to avoid accumulative removal.

The Contractor should be alert to any fish or shell-fish picked up during de-silting and should return them to the watercourse immediately.

On watercourses greater than 2 metres wide, the Contractor is to remove accumulated silts and deposits of naturally occurring soft material including weeds, from the central channel (central 50%) of the watercourse, to maintain an adequate capacity or level. On narrower watercourses, it will be necessary to remove up to 90% of the accumulated silt.

The channel banks and toe, including the submerged section, are not to be disturbed.

Spoil must be disposed of sensitively along the bank top or where otherwise agreed, and not placed in damp depressions, in areas of woodland / scrub or other areas of ecological interest. Spoil must be placed over 1 metre away from the top of bank with gaps left in the spoil every 25 metres to allow continued surface drainage and access for wildlife.

Spoil must be placed behind buffer strips or stewardship margins if possible within one mechanical movement of the excavator. Specific instructions will be issued in relation to these sites but the Contractor must discuss in the first instance with the local landowner or tenant.

The hard-consolidated bed of the watercourse and any gravel beds and riffles are not to be disturbed. (See section on Environmental Issues).

## 3.4.4 Manual Works.

At the locations indicated on the drawings, it will be necessary to undertake all works manually. These works must be undertaken to the same standard as those outlined above in Clause 3.4.1, Clause 3.4.2 and Clause 3.4.3 above.

It is particularly important that hand-works within **ALL** village/built-up areas are undertaken **annually** due to public perception and the wishes of the Council's local householders/Council-tax payers. The works have been traditionally undertaken at the end of the flailing season and normally commence in early to mid November of each year and continue until mid/end March of the following year. Some of these locations are difficult to access and many of the drains contain silts in excess of 300mm deep making movement time consuming and cumbersome.

Organic vegetation shall be placed on the adjacent banks of the watercourse and allowed to naturally degrade. However, at various locations (e.g. Barton road Comberton, Chiswick End Meldreth and others) it will be necessary to remove all vegetation to the Contractor's off-site tip. Inorganic matter such as bottles, cans, traffic cones, etc as well as fly-tipping items must also be removed to the Contractor's off-site tip.

## 3.4.5 Spoil Spreading.

The spreading of spoil from previous de-silting operations shall be completed in agreement with the Drainage Manager, usually during the summer months.

The use of herbicides will not be permitted, unless by specific written agreement.

3.4.6 Debris / Obstruction Clearance.

It has been found through experience that a number of locations exist where debris and obstructions occur throughout the year but particularly during periods of heavy rainfall. These locations are shown on the contract drawings with an associated number within particular parishes. The table below lists the locations and identifies the category of risk associated with each one.

**AWARDED WATERCOURSE – GRILLES, TRASH SCREENS AND OTHER LOCATIONS OF HIGH FLOOD RISK**

No.	Parish	Location	Type	Category	Comments
1	Barrington	1. Orwell Road / Shepreth Road (West Green)	Concrete dam	Low	Remove dam to prevent flooding of road.
2	Barton	1. Mailes Close (Mike Radford's Farm)	Grating	Low	Flooding of land. Keep clear.

		2. Adjacent 94 Wimpole Road	Brick arch culvert	Medium	
3	Bourn	1. Great Bridge (adjacent Doctors Surgery) Award No. 651	Deck culvert	High	High volume of water – flooding road / adj. buildings. Keep clear.
4	Comberton	1. Outside 241 Barton Road	Award junction	Low	Backing up to 241. Keep clear.
		2. Harbour Avenue Award No. 652	90° bend	Medium	High volume of water – floods road.
		3. Swain's Lane	--	Low	Floods road.
5	Coton	1. Grantchester Road (opposite AW pump house) Award No. 657	Pipes (culvert)	Medium	Keep clear.
		2. City Boundary lay-by Barton Road	Grating	Low	Keep clear.
6	Conington	1. Crossroads adj. White Swan PH	Culvert, twin pipes	Medium	Keep clear.
		2. Knapwell Road	Brick arch junction 233 / 232	Low	Keep clear.
7	Fulbourn	1. New Cut	High / low levels	Low	Resolved – check not required
		2. Rear Hawk Mill		Low	Resolved – check not required
8	Fen Drayton	1. High Street length Award No. 705		High	High volume of water, backing up flooding road. Sandbags.

No.	Parish	Location	Type	Category	Comments
9	Great Eversden	1. Kingston Road Cottage Award No. 340	Culvert, brick arch	Medium	Keep clear – floods cottage.
10	Little Eversden	1. Church Lane (Church Farm)	Culvert 9" pipe	Low	Keep clear – floods road.

11	Harston	1. High Street (opposite Park) Award No. 659	Grating	Medium	Keep clear.
		2. Outside 96 High Street Award No. 659	Grating	Medium	Keep clear.
		3. Old Telephone Exchange Adjacent No. 96	Grating	Medium	Keep clear.
		4. Adjacent 8 Button End Award No. 660 / 661	Culvert brick arch	Low	
12	Hauxton	1. Jacksons Close / Little Shelford Road Award No. 250	Culvert 18" pipe	Low	
13	Histon	1. Park Lane Award No. 664		Low	Blockages cause backing up into village.
		2. Bridge Road / Station Road Memorial Award No. 664	Grating	High	Keep clear – flooding Cottenham Road.
		3. Adjacent 54 Station Road	Culvert – twin pipes	High	Flooding No. 54.
		4. Mill Road rear of Ambrose Way	Grating	Low	
		5. Pond Outlet	Brick arch	Medium	Keep clear debris.

No.	Parish	Location	Type	Category	Comments
14	Impington	1. Villa Road rear of Reeds – Chivers Boundary	Brick arch 3 pipes across	Low	Debris on pipes across award.
		2. Milton Road (adjacent AWA pump house – old Chivers site)	Box culvert	Low	Keep clear.

15	Longstanton	1. School Lane	Culvert – twin arches	Medium	Debris.
		2. Hattons Road	Culvert, single pipe	Medium	Debris.
		3. High Street – opposite Black Bull PH	Culvert and pipes across	High	Debris.
		4. High Street – whole length outside No. 78	Bridges and pipes	High	Debris on pipes causing backing up.
		5. Station Road 140m south of CGB	Grating across road	Low	
16	Milton	1. Fen Road / Bankers Ditch	90° bend and 3 box culverts	Low	Flooding of land.
		2. Chesterton Fen Road	Culvert – single arch	Low	Land flooding.
17	Meldreth	1. Chiswick End outside No. 15	Culvert / grating	Low	Backing up.
18	Oakington	1. Cambridge Road (opposite No. 37)	Culvert under track	Medium	Keep clear.
		2. Opposite No. 41	Cable across award	Low	Handwork – keep clear.
		3. Adjacent No. 51	Culvert	Medium	Keep clear.
19	Over	1. Willingham Road adjacent No. 18	Culvert	High	Debris.
		2. Mill Road adjacent No. 44	Grating / two pipes	Medium	Keep clear.

No.	Parish	Location	Type	Category	Comments
20	Quy	1. Cambridge Road (opposite No. 37)	Culvert under track	Medium	Keep clear.
		2. Opposite No. 41	Cable across award	Low	Handwork – keep clear.
21	Sawston	1. Adjacent. No. 136 High Street	Culvert, brick arch	Low	Keep clear.

22	Great Shelford	1. Granham's Road (opposite No. 6)	Culvert – piped section	Low	Energies in High Green.
23	Little Shelford	1. Adjacent. No. 61 Hauxton Road	Grating	Low	
24	Swavesey	1. Gibraltar Lane (opposite No. 18)	Culvert	Medium	Adj. Library.
		2. Swavesey Garage Parallel No. 20 High Street	Grating	Medium	
		3. Cavell's Drain – doors & banks	2 wooden doors	High	Prevents river backing up to being drawn into award if bank breached (photo no. 11).
25	Teversham	1. R/O Church (Allen's Farm)	Brick arch	Low	Land flooding.
26	Willingham	1. Crossroads – High Street / Over Road o/s No. 2 Award No. 3	Grating	High	
		2. Lowloads (off Rampton Road) Blackpit Drove Award No. 314	Brick arch	Low	
27	Whaddon	1. Meldreth Road Award No. 667	Brick arch water pipe	Medium	Land floods.

Debris/obstruction clearance, not included in the weed cutting operation, shall be carried out under written instruction from the Drainage Manager under "Dayworks". The Drainage Manager must be consulted to agree methods of debris disposal.

#### 3.4.7 Emergency Contacts.

The Contractor shall provide the Council with at least two telephone numbers at which responsible representatives of the Contractor can be contacted at all times outside normal working hours. This information must be provided prior to the commencement of the works.

#### 3.4.8 Response Times.

The Contractor shall ensure that the required plant, labour and equipment are available for operational tasks at the designated sites within the maximum response times specified. The response time is defined as the time period between issue of an instruction to the Contractor and the arrival on site.

Miscellaneous visits within normal working hours – **2 hour response time.**

Miscellaneous visits outside normal working hours – **2 hour response time.**

Emergency response within or outside of normal working hours – **1 hour response time.**



It should be emphasised that these occurrences are rare and are usually weather dependent. However, there will be times when the contractor will need to visit the site in order to undertake works to prevent or alleviate flooding or deliver sandbags supplied by the Council. Lone working should be avoided and a risk assessment undertaken by the Contractor prior to works being put in place. It is expected that a minimum of two individuals will attend to these situations with associated Plant and Equipment to be decided in the circumstances.

### 3.4.9 Works on the public Highway.

The Contractor will be responsible for traffic safety, signing and management and must adhere to the recommendations as laid out in 'Traffic Signs Manual – Chapter 8 – Traffic Safety Measures and Signs for Road Works and Temporary Situations 1991' when carrying out the works on all sections of the Public Highway.

### 3.4.10 Timber Piling and Staking.

1. Timber piles shall be larch or similar and of the following dimensions: length 1.8m, diameter 0.15m.
2. The piles shall be placed at 0.9m centre maximum and to the correct line and level.
3. Timber backing boards should be of an approved timber, treated with an approved preservative and be of the following minimum dimensions; 225mm x 37mm-x 4.8 m long or as agreed.
4. The boards will be securely fixed to the timber piles with galvanised nails, span at least 3 piles and penetrate at least 150mm below the gradeline of the drain.
5. Backing boards will not be cut at any point along the length unless this is necessary for the purpose of alignment on bends.
6. Butt joints shall coincide with the pile centres and shall be staggered at each level.
7. The finished piled channel bed shall be of a minimum width of 450mm-pile face to pile face – or as otherwise specified.
8. The bank behind the piling works shall be made good, properly compacted, profiled and re-seeded.

All staking works shall be undertaken using stakes of nominal length 1.8m or 2.4m depending on local conditions. The stakes shall be driven to form a contiguous pile wall and shall be tied together at the top using galvanised steel wire (2.5mm dia.). Anchor stakes shall be driven at distances of between 1.0m and 4.0m depending on local conditions which shall be decided when the works are to be undertaken.

## 4.0 Health and Safety

### 4.1 Health and Safety Plan – Part A (prepared by the Drainage Manager).

All prospective Contractors will receive this health and safety plan. The purpose is to highlight the main health and safety issues in connection with the works and to form a basis for Tenderers to explain their proposals for managing all of these issues. The Contractor appointed to carry out the works must develop this health and safety plan as part of the duties under health and safety legislation. It should be noted that the Contractors statutory Health and Safety duties outside the immediate scope of this Health and Safety Plan are still applicable in all circumstances.

The following Health and Safety Plan has been prepared for the contract.

#### 4.1.1 Nature of the Project.

The works involve the maintenance and upkeep of approximately 275km of small rivers and ditches, classified as awarded watercourses, within the South Cambs District. A substantial amount of the work involves the use of tractor mounted flail mowers to maintain the banks of the watercourses. Additionally, works will be necessary to remove aquatic weed and silts along limited sections of certain drains using both large and small hydraulic excavators. In locations where access to watercourses is limited, works must be undertaken by hand. The total annual amount of handworks is likely to occur over a distance of approximately 13km.

### 4.1.2 Timescale for operations.

It is expected that site operations will commence each season in late July or early August, depending on weather conditions and the timing of the annual agricultural harvest. Flail mowing works, de-silting and the mechanised removal of aquatic vegetation will normally continue up to mid November in agreement with the local landowners/tenants. From this point in time, most works will be undertaken manually up to the middle of March (depending on the start of the nesting season and other wildlife considerations). An emergency service must be available that covers every day the year.

### 4.1.3 Existing Environment,

- It will be necessary for the Contractor to develop a good working relationship with local landowners and to make appropriate arrangements to enter on to land at agreed times during the window between harvest and drilling for the following year's crop.
- The MOD Rifle Range accessed from Cambridge Road Barton presents particular hazards. No works must take place in the vicinity of the range while the RED warning flag is raised at the site entrance along Cambridge road Barton (see drawing No. 11). The award drains affected are No's 157A (upstream section), 830C, 831C, 940D and 941D.
- In locations close to or adjacent to residential areas, flail mowing operations will present particular hazards to members of the public or residents of property that lies adjacent to the award drains. This is particularly important where ditches exist along rear gardens and householders may not be aware of the dangers of flying debris from Flail Mowing operations. Special working arrangements will be required in these circumstances.
- Where the public has access to work sites (e.g. public footpaths or other access-ways), the Contractor must develop safe systems of work and use temporary fencing or other means to ensure operations are undertaken in a safe manner.
- Works along or adjacent to the public highway will require special attention and all operations must conform to the 'Traffic Signs Manual – Chapter 8 Traffic Safety Measures and Signs for Roadworks and Temporary Situations and the Traffic Management Act 2004. Cambridgeshire County Council operates a 'Permit to Work' system in line with recommendations under the HAUC Code of Practice. The Contractor must outline his proposals to operate within this arrangement.
- Statutory Undertakers apparatus is present across the entire area of operations for the contract. Most of the underground apparatus will not present problems for the works but overhead power lines present a particular hazard. The Council will supply the locations of known statutory undertakers apparatus including overhead power lines to the successful contractor. However, although the location of overhead power lines will appear on drawings, the height of these cables must be determined by the contractor at all times before works are undertaken. It will be necessary, therefore, for the contractor to demonstrate how these heights will be determined (appropriate measuring devices) as part of the developed Health and Safety Plan.
- Deep and fast flowing water will be present at many of the work locations and the successful contractor must develop appropriate measures in the Health and Safety Plan to demonstrate how these will be given due consideration.
- Steep and uneven embankments are present at a number of locations. In particular, the deep and embanked watercourses within the parishes of Fen Drayton, Swavesey and Longstanton will

require consideration. It will be necessary for the contractor to identify hazards to plant and equipment overturning along these embankments and produce suitable risk assessments to deal with each situation.

- The left bank of award drain No. 190A (Covell's drain) from High Causeway footbridge to the new Cambridge Guided Busway is in an unstable condition. No mechanised works must take place on this section until improvements have been agreed and put in place. These repair works are outside the scope of the contract.

#### 4.1.4 Site Wide Elements.

- Manual cleaning of the award drains will require a substantial investment in time due to access difficulties, the necessity to operate within a confined location and working in water and silts above knee height. The manual handling hazards associated with this work will require special consideration and the contractor must demonstrate how these situations will be overcome.
- Portable hand tools and equipment will be a regular feature of the manual element of the works and the contractor will be expected to give due consideration to their use through suitable risk assessments.
- COSHH assessments will be required to deal with the hazards associated with all of the toxic, harmful or irritant substances used to undertake the works.
- Certain sections of the award drains have been piped over a period of many years and access to these sections is difficult and dangerous. The Contractor must consider each situation in conjunction with the Council's Drainage Manager so that a safe system of work can be approved. However, in all circumstances, the Contractor must comply with the Confined Spaces Working Regulations 1997.
- The Contractor must consider the most appropriate method of dealing with Lone Working, Climatic extremes and specific issues such as Weils disease or working close to polluted water.

#### 4.1.5 Continuing Liaison.

Procedures for dealing with any unforeseen events during the course of the works, which might affect the manner in which the works are safely undertaken, are as follows:

- As soon as the unforeseen event arises, the Council's Drainage Manager is to be informed by the Contractor.
- The Health and Safety issues arising are to be documented and supplied as soon as possible after the event.
- Proposed changes or new systems of work must be submitted to the Council for approval before works are put in place to deal with the unforeseen event.

#### 4.2 Health and Safety Plan – Part B (to be developed by the Tenderers).

The purpose of this section is to ensure that potential contractors have a satisfactory Health and Safety policy and attitude, are competent and have adequate resources and that hazards associated with the contract have been given due consideration during the Tender stage.

All Tenderers must develop the Part A Plan above and return with the tender. It shall include the following:

- Contractors' Health and Safety Policy and how it is reviewed.
- Arrangements to manage Health and Safety at Head Office and on site.
- The procedures to be used for developing and implementing the Health and Safety Plan Part A.

- The systems in place to deal with the hazards identified in Part A above.
- How will compliance with Health and Safety legislation be monitored?
- How will Health and Safety advice be provided to people working on the contract?
- How much time has been allowed to complete the various stages of the work in order to avoid risks to Health and Safety?
- How many people will be involved in the contract and when? What are their skills and qualifications – including sub-contractors?
- What working hours are proposed?

### 4.3 Health and Safety Plan - Part C (to be developed by the successful Contractor).

The purpose of this section is to confirm that the successful contractor (following award of the contract) will be responsible for the development of the Health and Safety Plan during the course of the works.

The appointed contractor shall ensure that all hazards identified are minimised and a safe method of carrying out each operation is agreed.

Before site operations commence, safety method statements shall be submitted for approval and these shall identify activities that are known to be hazardous – e.g. flail mowing works, working in the vicinity of overhead power lines, working close to deep water, working on the public highway, manual handling works and other activities that are unfamiliar or unusual. The method statements should include all the hazards identified in the Part A Plan above.

The Statements shall contain the following:

- A risk assessment for each hazard
- Details of plant and equipment to be used
- Risks to the public
- Site access and working space
- Control and disposal of waste
- Emergency procedures
- Welfare
- Information and training for people on site
- Site rules
- Arrangements for monitoring Health and Safety

## 5.0 Environmental Issues.

### 5.1 General.

The Contractor shall take all reasonable precautions to ensure that work carried out in or around any watercourse or other wildlife habitat is undertaken in an environmentally sensitive manner so as to avoid any damage to fauna and flora, either directly or indirectly.

The Contractor is advised that work to maintain streams and ditches, including weed / grass cutting, bush / tree clearance and de-silting, for any reach or part of a reach may require operations to be carried out in a specific manner in order to comply with conservation requirements. All rates quoted in the Bill of Quantities shall take account of these requirements and no additional claims for payment of any extras as a result variation in work method shall be entertained.

The Contractor shall work between trees and shrubs so as to minimise the amount of disturbance. No trees, shrubs and hedges are to be removed unless specified by the Council's Drainage Manager.

Where (previously unknown) nesting birds, water voles, crayfish, roosting bats or breeding fish are discovered, work in the area must cease immediately and the Drainage Manager must be informed. Work shall not recommence until finds have been evaluated in conjunction with the Council's Ecology Officer and suitable advice given.

## 5.2 Observations on site

It is a general duty of the Contractor that he must notify the Council on observing any of the following incidents as soon as reasonably practicable.

- Any suspected pollution incident.
- Any bank or structure in serious danger of collapse.
- Any new constructional activities.
- Any farm animal carcass within the channel.
- Any blockage or potential blockage to the watercourse.

Any new fencing, planting or other obstructions within the 5-metre byelaw maintenance strip

## 5.3 Prevention of Pollution.

The attention of the Contractor is drawn to the Water Resources Act 1991 and, in particular, to Section 85. The Contractor shall take all reasonable precautions to ensure that no polluting discharge, either of solid or liquid matter, either directly or indirectly, is made to any watercourse.

Work carried out on any watercourse must be undertaken in such a manner as to ensure that pollution does not occur.

If the Contractor is unsure as to possible pollution implications he should consult the Drainage Manager

### 5.3.1 Refuelling of Plant and Machinery.

The Council encourages and supports the use of biodegradable oils and lubricants for all plant, equipment and hand operated tools.

All deliveries of oils and refuelling of machinery must be supervised by a responsible person, and suitable records maintained.

The refuelling of machines shall be strictly controlled and must be confined to designated locations **remote from any watercourse or drain**. Mobile fuel and lubricant servicing units must be fitted with appropriate quality delivery hoses to BS EN 1360:1997. Trigger type delivery nozzles must be fitted. Mobile fuel and servicing units must not be left unattended on site. These must be removed from site and locked in a secure compound when not in use.

Transporting of extra supplies of fuel on or inside items of plant not designed to do so will not be permitted.

Maintenance or repair work that could result in loss of lubricant or fuel must not take place in, or directly adjacent to a watercourse.

### 5.3.2 Storage of Fuel Oils and Lubricants.

The storage of fuels, oils and lubricants, of quantities in excess of 200 litres (45 gallons) on site, will require the specific written consent of the Drainage Manager so as to ensure adequate control measures are in place.

Fuels, oils and lubricants should not be left unattended on site. If this is not reasonably practicable they must be sufficiently secured to ensure they are not discharged by third party intervention.

### 5.3.3 Containment of Spillage.

The Contractor must notify the Council immediately of any spillage on site, which shall be contained and disposed of immediately. An adequate supply of oil absorbent materials must be held on site at all times.

Contaminated materials must be disposed of in a responsible manner to a licensed waste disposal site. Contaminated soil must be replaced with fresh soil at no cost to the Council.

### 5.3.4 Works within watercourses.

Any plant entering a watercourse shall be kept to a minimum and must be free from oil, hydraulic fluid and faulty fuel lines.

### 5.3.5 Timber Treatment.

No on-site treatment of timber is to be undertaken, in order to prevent pollution of the water environment. Detailed written instructions will be issued by the Drainage Manager, on a site-specific basis, for any works involving treated timber.

### 5.4.1 Conservation and Biodiversity.

The Council has legal obligations regarding conservation. Effective management of the Awarded Watercourses service must go hand-in-hand with environmental duties.

The award drains require maintenance not only to prevent flooding but also to encourage nature conservation and maintain biodiversity. The vegetation in and alongside the awards presents both advantages and disadvantages. Bank-side vegetation prevents erosion and stabilises the surrounding soil. Neglect encourages unwanted growth, such as docks, thistles and brambles whilst mowing encourages a healthy root system, which protects and stabilises the banks. Aquatic plants assist in oxygenation and channel stabilisation but excessive vegetation holds up the flow of water, encourages siltation and if left unchecked may cause flooding. The siltation brought about by aquatic weed growth may in turn bring about the destruction of habitat if left unmanaged. The maintenance programme must therefore strike a balance between land drainage and the needs of the wildlife habitat. The Council welcomes suggestions to improve working practises in order to achieve the correct balance between land drainage and nature conservation.

### 5.4.1 Consultations and Consent to Undertake Works

A number of Award drains pass through or alongside legally protected Sites of Special Scientific Interest (SSSI). Any works to these drains that might impact on the SSSI must first obtain the prior approval (assent) of Natural England. These works shall only be undertaken following discussions and agreement of the Drainage Manager. A list of the relevant sites and the associated watercourses is as follows:

***Dernford Fen*** (Drawing No. 17) – Award No 963D – works only as instructed.

Eversden Wood (Drawing No's 14 And 15) – Award No's 840c And 880c – Substantial De-Silting Or Digging Works Only Following Agreement With Drainage Manager.

Fowlmere Watercress Beds (Drawing No. 21) – Award No 684d – Works Only As Instructed.

Fulbourn Fen (Drawing No. 13) – Award 655d Through Site – Hand Works Only. 655a – Any Substantial Digging Or De-Silting Works Only Following Agreement With Drainage Manager.

Great Wilbraham Common (Drawing No. 13) – Award No's 654d And 811d – Works Only As Instructed. Award No's 921a, 702a And 700b – Substantial De-Silting Or Digging Works Only As Instructed By Drainage Manager.

Sawston Hall Meadows (Drawing No. 22) – Award No 678a – Any Substantial Digging Or De-Silting Works Only Following Agreement Of Drainage Manager.

Shepreth L-Moor (Drawing No. 20) – Award No. 685a – Digging And De-Silting Works Only Following Agreement Of Drainage Manager).

Thriplow Meadows (Drawing No. 21) – Award No. 917d – Works Only As Instructed.

Thriplow Peat Holes (Drawing No's 21 And 22) – Award No's 919c And 920c –Digging Or De-Silting Works Only Following Agreement Of Drainage Manager.

Whittlesford to Thriplow Hummocky Fields (Drawing No's 21 And 22) Award No. 919c – Digging Or De-Silting Works Only Following Agreement Of The Drainage Manager.

Wilbraham Fens (Drawing No. 11) Award No's 701d, 812d And 813d – Works Only As Instructed.

### 5.4.2 Environmental Maintenance Standards

- i) Not all Awards will be maintained to the same standard throughout the district. Drains will be cleaned on a rotation of between one and three years or more, thus allowing different habitats to develop. As only single stretches of drain are cleansed, any unavoidable damage should quickly recover due to the influence of the unmaintained tributaries within the catchment.
- ii) A clear distinction is drawn here between the watercourses in the northern part of the District and those to the south and west. Many of the northern parishes are in low-lying areas and some are effectively within the Fens. These parishes are highly sensitive to flooding during periods of heavy rainfall but the watercourses may virtually dry up in a drought period. The fast flowing, spring fed streams of the chalk areas to the south require a different form of maintenance. Many of these contain sections that are self-cleansing with areas of habitat that support rich and diverse wildlife. The maintenance work will, therefore, be tailored to suit the circumstances and location of the individual award, but the general maintenance principals outlined below shall be followed.
- iii) Flail mowing – The Contractor is expected to use a number of tractor-mounted flails to control bank-side and bed vegetation. Under normal circumstances works will not occur between mid-March and mid-July to avoid nesting birds and other wildlife.
- iv) De-silting and re-grading works – Channels will normally be de-silted only when a minimum of approximately 300mm of silt/mud has built up. Rates of build-up will vary depending on local characteristics but the total amount of de-silting is very unlikely to exceed about 7 to 10 miles in a given year. This work will be undertaken using 360° hydraulic excavators as follows:
  - a. The minimum of channel de-silting will be undertaken in order to promote good aquatic communities. If de-silting is required, along very wide drains, only the centre section of drain will be cleaned leaving the two margins untouched. This is seen as beneficial in land drainage terms as it allows continuous unimpeded central flow and will assist conservation by the creation of pools and shallows at the water's edge.
  - b. On drains less than 2m wide it may be possible to remove silt from alternate sides to develop sinuosity within the channel. This assumes that an interruption to the flow does not occur and the required new bed level is achieved.
  - c. On very narrow drains, it will be necessary to remove silt over the whole width of the watercourse.

No excavations shall be deeper than the original hard bed of the Watercourse and sections of established natural gravel beds shall be preserved wherever possible. This type of work will normally not occur between mid-March and mid-July.

- v) Spreading of spoil – The normal method of disposing of excavated spoil is to spread on adjacent land with the agreement of the landowner/tenant. Spoil is usually worked into the adjacent land and farmers are encouraged to control any subsequent weed or thistle growth using appropriate mechanical methods. Great care must be taken to spread spoil on the most appropriate side of the Awards with a particular emphasis on avoiding areas that are rich in flora. In exceptional cases, spoil will be removed from site to an appropriate tipping location where this is deemed necessary.
- vi) Emergent and submerged weeds – Weeding works are normally undertaken by mechanical means or, where access proves difficult, using manual methods. Weed removal works shall not normally be carried out during mid-March to mid-July to avoid the nesting and spawning period. However, in exceptional circumstances, or where residential property is threatened, weeding works may be required at any time of the year to alleviate local problems. In general, weed cutting shall be carried out as follows:
  - a. Larger Watercourses – weeds shall be removed from the centre section of the Watercourse only, leaving the margins untouched to encourage re-colonisation.
  - b. Smaller Watercourses (less than 2m wide) – weeds will be removed from only one side of the Watercourse where this proves practicable and this shall occur on a rotation (alternate sides) of between one and five years.
  - c. On flood sensitive sections of drains, it will be necessary to remove all aquatic weeds from the Award in order to avoid flooding.
- vii) Disposal by burning shall not be allowed in normal circumstances.
- viii) Herbicide use is prohibited..
- ix) Natural features along the Watercourse – Where natural features are encountered every effort must be made to conserve these in their original state. Dynamic features, such as pools or riffles are valuable conservation aspects of gravel bedded channels, which change in form in response to flood events. Riffle sections are especially important as spawning areas for fish. Other dynamic features include rock shoals and islands and these also change in response to flooding incidents. These structures add interest and diversity to a watercourse and must be preserved wherever possible.
- x) Water Vole conservation – Awards known to contain water vole populations have been given special consideration in recent years. This practice will continue with these Awards and any others where water voles are identified in the future. The general management procedure will be as follows:
  - a. All heavy cuttings or dredgings shall be removed from the immediate site area to prevent enrichment and “killing off” of vegetation on the bank.
  - b. Bank vegetation shall be cut on a rotational basis (alternate banks) i.e. only one bank cut at each visit.
  - c. A toe fringe 300mm – 600mm wide shall be left uncut in the immediate area of identified populations.

Crayfish conservation - The River Rhee and its tributaries contained important populations of the native White-clawed Crayfish until 2002. The spread of the non-native American Signal crayfish has led to the demise of the native species. However, small populations of the native crayfish may still be present. All crayfish sightings should be reported to the Drainage Manager.

## 5.5 Existing Structures.



**5.5.1 Adjacent Properties.**

The Contractor's methods of working shall be such as to maintain the integrity of existing buildings, walls, etc. adjacent to the working areas and to protect adjoining crops, trees, gardens, fences, fisheries, amenities, footpaths etc.

**5.6 Flood Defences and River Flows.**

The Contractor's operations shall not reduce the effectiveness of existing flood defences. If flood defences are required to be altered, the Contractor shall obtain the Drainage Manager's written approval.

The Contractor shall ensure that the channel is kept clear of debris and river deposits arising from any work he undertakes throughout the period of the Contract. He must further ensure that no debris from the works is permitted to be washed downstream beyond the works which may cause obstruction to the flow at any location.

If in the opinion of the Drainage Manager, the method of working adopted by the Contractor in any way threatens the integrity of a flood defence the Contractor shall make good any damage caused and submit proposals for a revised method of working. The costs of making good any damage and revisions to the method of working, including any delays, shall be borne solely by the Contractor.

**5.7 Disposal of Materials.**

If so specified, material to be removed from site shall be removed and disposed of in accordance with the Environmental Protection Act 1990. In normal circumstances, this will relate to hand-works and is covered under items in the disposal section of the Bill of Quantities. Such material may only be allowed to accumulate on site for the purposes of collection and drying and must be removed from site as soon as practicable. It should be noted that off-site disposal of material is rarely required and would be paid for separately under specific instruction.

Material may only be transported by a registered carrier to an appropriately registered waste site, with a transfer/disposal note provided.

The Contractor is reminded that he must comply with all relevant legislation.

Any damage whatsoever arising out of or in the course of or caused by the carrying out of the Works by the Contractor or his Sub contractor shall be reported to the Drainage Manager and made good as soon as reasonably practicable at the Contractor's expense. This will also apply to the existing environment and to wildlife habitat. The Tenderers attention is drawn to Section 2.9 – Claims for Damages.

**5.8 Working Direction.**

Unless otherwise stated works are to be carried out starting at the furthest downstream point.

**5.9 Work Method Details.**

In order to keep disruption to a minimum when undertaking operations within the watercourse, the Contractor must plan on the presumption that he will be limited to operating from one bank, even though viable access may be available from both banks.

**5.10 Method Statement.**

For every discrete task in the programme, the Contractor is to submit a Method Statement for the Drainage Manager's approval, covering proposed access (including temporary roads), site boundaries, labour, materials (including samples, grading test, and source), plant, temporary works, method to undertake work, disposal of materials, conservation, fisheries, and pollution issues. The

Contractor shall not depart from the method submitted, except to overcome an emergency or for reasons relating to the safety of the Works.

## 6.0 TUPE

- 6.1 The Council considers that TUPE will apply in respect of the three employees currently engaged in the provision of the service. The three members of staff undertake flail mowing duties and the necessary handworks. The position of Hydraulic Excavator driver is currently vacant. Tenderers must submit the priced document on the basis that the three staff involved will transfer from the Council under the terms of the TUPE regulations. See Cabiner Office guidance – ‘Code of Practice on Workforce Matters in Public Sector Service Contracts’. See also ‘Local Government Employers’ E- Guide No. 5 – A Guide to the 2006 changes to the Law on TUPE’.
- 6.2 Tenderers shall seek independent professional advice on the effect of TUPE (including any subsequent amendments of TUPE) on their tenders and on the contract. The Council gives no assurances, warranties or assumptions as to the effect of TUPE on the contract or otherwise.
- 6.3 The successful tenderer will be deemed to have satisfied itself as to the applicability of TUPE and shall indemnify the Council for any claims made by an aggrieved employee in connection with TUPE or otherwise and shall not itself bring proceedings against the Council in connection with TUPE.
- 6.4 Tenderers are advised that their tenders should take into account all costs relating to TUPE including Pension provision under TUPE or pensions legislation.
- 6.5 The service is currently provided by the Council’s in-house team and Tenderers should note that the in-house team will also tender for the works.
- 6.6 The Contractor will be expected to comply with the employee consultation requirements in the TUPE regulations.
- 6.7 Any meetings with Council employees during the tender period must be arranged through the Council. Tenderers must not approach such employees or their representatives directly.
- 6.8 Tenderers should apply to Susan Gardner Craig, Head of the Council’s HR section, for the relevant information about employees who will be affected by TUPE. The application should be made on a copy of the enclosed TUPE Confidentiality Undertaking form below in Section B.



## Part B – Tenderers Response – Tender Document

Tenderors are asked to make the response to the Council's requirements by completing the following Section 6.9 to 13 and returning it by post on **15 May 2009** no later than **12 noon**.

**General Instructions**

Please make sure you respond to the requirements, questionnaire and pricing schedule and return 3 printed copies to the Council by the 15 May 2009 12 noon.

This response does have to be sent via post. As this is the final tender process the details **CANNOT** be received by either fax or e-mail.

Please make sure the answers do not refer to generic information from brochures or sales material, as this will delay the assessment of your responses. Please try to answer each of the questions clearly and precisely.

Additional materials, diagrams or information along with examples can and should be used provided it is relevant and that it underwrites or provides evidence of where you have achieved this.

**6.9 TUPE Response.**

**TUPE CONFIDENTIALITY UNDERTAKING**

BY:

TO:

.....  
.....  
.....  
.....

Susan Gardner Craig  
South Cambridgeshire District Council  
Cambourne Business Park  
Cambourne  
CB23 6EA

("the Tenderer")

("the Council")

This is the Confidentiality Undertaking in connection with the South Cambridgeshire District Council proposed transfer of the .....

In consideration of the Council supplying to the Tenderer information concerning the existing workforce of the Existing Service Provider and which is set out in the Schedule below ("the Information"), the Tenderer hereby undertakes to the Council as follows:

- a) That it will keep all the Information secure and confidential and will not without the prior consent of the Council disclose or reveal the Information or any part thereof to any person other than those officers, employees or advisers of the Tenderer to whom it is necessary to reveal the Information for the purpose specified in paragraph (b) below.
- b) That it will not use the Information for any purpose other than that of preparing a tender by the Tenderer for the Contract.
- c) That it will not copy, reproduce or share the Information or any part thereof except as may be reasonably necessary for the purpose specified in paragraph (b) above.
- d) That it will ensure that the Information will at all times be in its possession or under its control and will return the Information and all copies of it to the Council forthwith in the event that it does not tender for the Contract or within 14 days written request from the Council.
- e) That it will procure that any of the persons specified in (a) above to whom any of the Information is disclosed shall act in relation thereto in all respects as if such person himself had given an undertaking under the terms contained in this document.

SCHEDULE

a) Principal Terms and Conditions of Employment

- Probationary period – if any
- Retirement age
- Pension arrangements
- Periods of notice
- Current pay arrangements
- Any agreed pay settlements yet to come into effect
- Working hours
- Annual leave entitlements
- Sick leave arrangements
- Maternity/paternity leave arrangements
- Special leave arrangements
- Terms and conditions of transfers
- Season ticket loan – if provided
- Car leasing scheme – if provided

b) Base Data of Staff who would transfer:

Numbers of staff who would transfer and, in respect of each person who would transfer, their:

- Age
- Sex
- Salary rates and number of staff on each rate
- Reckonable service
- Input hours
- Regular overtime and wage rates
- Other factors affecting redundancy entitlement
- Any outstanding industrial injury, or other claims

c) Other, General Information:

- Any relevant collective agreement
- Sporting, social, welfare or other facilities provided which may be asserted employment benefits to staff
- Facility time and facilities provided for trade union officials and Health and Safety representatives

Signed on behalf of the Tenderer .....

Name: .....

Designation: .....

Date: .....

## 7.0 Schedules

### 7.1 Contractor's Plant Schedule

The Contractor shall enter below the plant, which he considers he will be using on the Works, together with the unit and the rates for each item.

The rates to be inclusive of charges for the plant, including operator/driver, fuel, re-fuelling and consumables.

Plant Item	Description	Unit	Rate (£)
A			
B			
C			
D			
E			
F			
G			
H			
I			
J			
K			
L			
M			
N			
O			
P			
Q			
R			

## 8.0 Bill of Quantities.

### Preamble to the Bill of Quantities

#### 8.1 General.

8.1.1 In this Bill of Quantities the sub-headings and item descriptions identify the work covered, but the nature and extent of the work to be performed is to be ascertained by reference to the Drawings, Specification and Conditions of Contract.

- 8.1.2 The rates and prices entered in the Bill of Quantities shall be deemed to be the full inclusive value of the of the work covered by the various items including the following unless expressly stated otherwise:
- a. Labour and all costs in connection therewith and in particular the conditions imposed by the TUPE legislation.
  - b. The supply of any materials, goods, storage and all costs in connection therewith including waste and delivery to site.
  - c. Plant and equipment and all costs in connection therewith.
  - d. Fixing. Placing, erecting and installing of materials or goods in position.
  - e. All temporary works.
  - f. The impact of any phasing of the works due to the presence of statutory undertakers plant.
  - g. Establishment charges, overheads and profit.
  - h. Complying with current Health and Safety legislation.
- 8.1.3 A price or rate is to be entered against each item in the Bill of Quantities, whether quantities are stated or not. Items against which no price is entered shall be considered as covered by other prices or rates in the Bill.
- 8.1.4 All works to be done as specified in the contract documents shall be valued for payment by reference only to such items as are provided in the Bill of Quantities. The cost of any works, goods or services and general obligations of the Contractor that are not so itemised shall be deemed to be included in the rates and prices for other items in the Bill of Quantities.
- 8.1.5 General directions and descriptions of work and materials given in the Specification are not necessarily repeated in the Bill of Quantities. Reference is to be made to the Specification for this information.
- 8.1.6 The Tenderer shall make allowance in the rates quoted for compliance with the requirements of the Health and Safety section of the contract documents. Alternatively, Tenderers may insert a price for these provisions within the Method Related Charges section of the Bill of Quantities.
- 8.1.7 Provisional items and sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Council's Drainage Manager (see section 2.9 above).
- 8.1.8 It is most important that Tenderers are aware of the significance, in cost terms, of contacting the local landowners/tenants along the award drains and obtaining agreement to undertake the works. Additionally, the physical difficulties associated with access to a small number of watercourses will have cost/time implications. These costs are likely to be higher in the early years of the contract before a familiarity is developed with both the physical environment and the local landowners/tenants. It is expected that many farmers and landowners will be in a position to provide gate keys and agree means of access for a period of a number of years. Tenderers must ensure that all overheads, travel time, transport costs and any other charges are included within the Billed rates.
- 8.1.9 The quantities shown in the Bill are the maximum annual quantities of each element of the works that are expected to take place during each season of the contract.
- 8.1.10 Adjustment Item: The Tenderer is given the opportunity to insert an Adjustment Item in the Grand Summary. This will be paid or deducted in full on the payment of the Final Account for each year of



the contract. No addition to or reduction in the Adjustment Item shall be made as a result of any changes in quantities or value of items or for any other reason.

- 8.1.11 Prices or rates quoted for any works alongside the Public Highway must include for the cost of appropriate signs, traffic cones required under the Traffic Management Regulations.
- 8.1.12 Tenderers MUST make clear in their submissions whether they wish to bid for ALL of the works, PART or COMBINATIONS of the works outlined in the Bill.

### **8.2 Work Items.**

#### 8.2.1 Class G – General Items.

(a) Tenderers will have the option of using the Method Related section of the Bill of Quantities to enter all fixed and time related charges and overheads associated with carrying out the works OR may choose to cover these costs in the rates quoted for the individual items of work outlined in subsequent sections of the Bill. Items that may be claimed within the Method Related section include the costs associated with the following:

Contractor's Stores – establishment, maintenance and removal

Toilets, Messrooms etc – Establishment, maintenance and removal

Provision of Water, Security (Compound) services etc.

Personnel transport

Plant transport

Supervision Costs

Any other costs the tenderer deems necessary

(b) Tenderers will be required to provide a Performance Bond under the terms of the Council's Contract Regulations. The Bond must cover the whole of the works to the value of 10% of the Grand Total in the Bill.

#### 8.2.2 Class F – Flail Mowing.

- a. Mowing works are described in the Bill in the increments shown. Tenderers should note that some long reach conventional Flails may not reach over the long distances described and special plant or attachments may be required at a small number of locations (along some sections in Swavesey, Fen Drayton, Longstanton, Teversham and Fulbourn).
- b. Where short sections of ditch are inaccessible due to culverts, Statutory Undertakers' Plant, Grilles, services, Trees, Shrubs or any other obstructions, the Contractor will be expected to maintain these sections to the same standard as those maintained by mechanical means.
- c. Any items of debris along the award drains that cause damage to the Contractors Plant or equipment shall not be the responsibility of the Council and the cost of repairs or replacement must be borne by the Contractor and reflected in the Billed rates.
- d. The rates per metre quoted in the Bill must reflect the cost for works to both banks of the watercourse, where these are accessible.

- e. A relatively small number of award drains are located alongside the public highway. The cost of all signs required (other than for traffic lights) under the Traffic Management Regulations (see above) must be included in the billed rates for mowing.
- f. It will be necessary in some locations to flail back overhanging hedges to the point that allows access with the mower to undertake the works in a manner that avoids damage to hydraulic hoses and other parts of the mower head. No claim for costs shall be allowed for this work and the Contractor must allow for any additional costs in the Billed rates.

8.2.3 Class W – Vegetation/Weed Removal.

- a) The price entered here should reflect the total costs of undertaking the works as described in clause 3.4.1 per metre length of watercourse.
- b) Tenderers should note that the works are widely dispersed and are likely to occur within the following parishes: Fen Drayton, Swavesey, Longstanton, Hauxton/Harston, The Shelfords, Meldreth, Shepreth, Melbourn, Teversham, Fulbourn and the Milton/Histon areas. Other areas for works will be identified as appropriate. The cost of travel to and from site, delivery/collection costs, overnight storage charges and any other costs associated with this element of the works must be reflected in the quoted rates.

8.2.4 Class D – De-silting Works

- a. These works shall only be carried out following agreement with the local landowner/farmer as described in clause 3.4.3 and the price entered shall be per metre length of watercourse.
- b. As (b) in 8.2.3 above.

8.2.5 Class M – Manual Works.

- a. The manual cleaning works are quite variable in nature and range from working in dry shallow ditches to carrying out work while standing in deep water and silts that can make movement difficult and cumbersome. It is strongly recommended that all Tenderers visit as many of these locations as possible prior to pricing the works in order to gain an understanding of the extent of the works.
- b. It will be necessary to undertake the works at many locations using power tools and in some instances to remove heavy items including tree branches/boughs from the watercourse.
- c. In certain locations it will be necessary to remove vegetation from site, as a suitable location for spreading may not be available. Where items are removed from site, payment will only be made following presentation of weighbridge certificates accompanying the claim for payment and an accurate description of the location of the watercourse where the works took place.
- d. The rate quoted to cut back vegetation shall include for both bed and banks of the watercourse in all types of watercourse.

8.2.6 Class P – Timber Piling and Toe-boarding.

- a. The rate quoted for both piling and toe-boarding and for timber staking should be the inclusive cost of installing the timber piles/toe-boards/stakes. These costs must include for materials, all plant and equipment, cost of banks-men and any other costs associated with the works.
- b. The rate should not include travel to site costs and other charges associated with the site location and access costs. These will be negotiated separately with the Drainage Manager as work arises.

8.2.7 Class C – Culvert Cleaning.

- a. The rates quoted shall be the total cost of using drain rods and undertaking other works to remove silt/mud or any other debris from the culvert to allow for the free flow of water.

8.2.8 Class T – Tree Works.

- (a) The rates quoted in the Bill shall include for all costs associated with undertaking the element of the works described. These rates shall apply to the removal of trees at any location on the award drains as shown on the drawings.
- (b) The tree diameters specified shall be measured at a distance of 1.5 metres above ground level.

8.2.9 Class E – Emergency Call Out

- a. The rates for this element of the works shall reflect the cost of all payments for out of hours services to be provided including standby payments, overtime, meal and any other allowances that may be required.

8.2.10 Class X – Dayworks

- a. The costs associated with the use of all labour and plant described, including overheads and profit should be reflected in the Billed rates for these items.

8.2.11 Class Y – Bid for Plant and Equipment

The total value of the Council's Plant and equipment as outlined at 2.14 above should be estimated and one fifth of the Tenderers estimated worth/value should be entered at this location.

**AWARDED WATERCOURSES**

<u>Number</u>	Item Description	Unit	Quantity	Rate	Amount	
					£	p
	<b>General Items</b>					
	<b>Contractual Requirements</b>					
G1		Sum				
G2	Insurance of the Works	Sum				
	Third Party Insurance					
G3		Sum				
	Performance Bond					
	<b>Temporary Works</b>					
G4		Sum				
	Establish and remove Traffic Lights and associated traffic signs. (PROVISIONAL)					
G5		Day				
	Maintain and operate traffic lights and associated traffic signs. (PROVISIONAL)					
	<b>Method Related Charges</b>					
G6						
	This section is provided so the tenderer may define those items and charges considered appropriate to cover those unexpected costs that are not proportional to the quantities of the routine works. Tenderers are at liberty to enter as many or as few charges as they think appropriate					
	Tenderers should list the relevant items and state whether these are fixed or time related					
	1.1					
				Page Total		

**AWARDED WATERCOURSES**

Number	Item Description	Unit	Quantity	Rate	Amount	
					£	p
	<u>General items (continued)</u>					
	<b>Provisional Sums</b>					
	<b>Dayworks</b>					
G7		Sum			2000	00
G8	Labour	Sum			2000	00
G9	Plant and Equipment	Sum			1000	00
G10	Materials	Sum			1000	00
	Supplementary Charges					
	1.2			Page Total	6000	00

**AWARDED WATERCOURSES**

<u>Number</u>	Item Description	Unit	Quantity	Rate	Amount	
					£	p
	<b>Flail Mowing</b>					
F1	Flail mowing as described in Specification – both banks - Slope length of banks not exceeding 2.0 metres	m	48,000			
F2	Flail Mowing as described in Specification – both banks - Slope length of banks 2.0 to 6.0 metres	m	125,000			
F3	Flail Mowing as described in Specification – both banks - Slope length of banks exceeding 6 metres (Provisional)	m	1000			
F4	Embanked Watercourses					
	Flail Mowing as described in Specification – both banks – Flailing to ditch face, top of embankment and landward face – Slope length of banks 4.0 m to 7.0 m.	m	3300			
	1.3			Page Total		

## AWARDED WATERCOURSES

<u>Number</u>	Item Description	Unit	Quantity	Rate	Amount	
					£	p
	<b>Mechanised De-silting and Vegetation/Weed Removal</b>					
W1	Vegetation/Weed Cutting using weeding basket to trim back vegetation as specification	M	30,000			
D1	De-silting using large Hydraulic excavator – Slope length of bank n/e 7.5 metres	M	7,000			
D2	De-silting using small Hydraulic excavator (midi Digger) to shallow ditches and where access is limited.	M	4000			
	1.4			Page Total		

## AWARDED WATERCOURSES

<u>Number</u>	Item Description	Unit	Quantity	Rate	Amount	
					£	p
<b>Manual Works</b>						
<b>Hand-works to ditches</b>						
M1	Undertake manual works to remove vegetation as described in the specification	M	16,000			
M2	De-silting works by hand, as specification, to watercourse; up to 300mm depth of silt and up to 1.0 metre wide (Provisional)	M	250			
M3	Ditto but 2.0 metres wide (Provisional)	M	100			
<b>Gratings, Trash Screens and Culverts Clause 3.4.6</b>						
M4	Clean and remove debris from high priority locations (Provisional)	Sum	3			
M5	Clean and remove debris from high and medium priority locations (Provisional)	Sum	10			
M6	Clean and remove debris from high, medium and low priority locations (Provisional)	Sum	2			
M7	Load debris and remove to contractor's off-site tip (Provisional)	tonne	25			
1.5			Page Total			



Page 61  
**AWARDED WATERCOURSES**

<u>Number</u>	Item Description	Unit	Quantity	Rate	Amount	
					£	p
<b>Timber Piling and Staking</b>						
P1	Timber piling 1.8m long and 150mm diameter and associated toe boarding as specification to one side of watercourse. (Provisional)	M	250			
P2	Timber Staking as specification including backing piles and wiring. (Provisional)	M	250			
<b>Class C – Culvert Cleaning</b>						
C1	Cleaning works to culvert up to 15 metres in length - up to 300mm diameter. (Provisional)	Nr.	10			
C2	Ditto but size from 300mm to 600mm. (Provisional)	Nr.	10			
C3	Ditto but size from 600mm to 900mm. (Provisional)	Nr.	10			
1.6					Page Total	

**AWARDED WATERCOURSES**

<u>Number</u>	Item Description	Unit	Quantity	Rate	Amount	
					£	p
<b>Tree Works</b>						
T1	Cut up and remove from watercourse, fallen tree 5m high and up to 500mm diameter. (Provisional)	Nr.	10			
T2	Ditto but 5 to 7 metres high, up to 700mm diameter (Provisional)	Nr.	2			
T3	Ditto but 7 to 10 metres high, up to 950mm diameter (Provisional)	Nr.	2			
T4	Load onto vehicle/trailer and dispose tree to contractor's off-site licensed tip (Provisional)	tonne	5			
Page 1.7				Page Total		

**AWARDED WATERCOURSES**

<u>Number</u>	Item Description	Unit	Quantity	Rate	Amount	
					£	p
	<b>Emergency and Out of Hours Call-out</b>					
E1	Monday to Friday 18.00 to 22.00 hours	Nr.	1			
E2	Monday to Friday 22.00 to 08.00 hours	Nr.	1			
E3	Saturday 08.00 to 18.00 hours	Nr.	1			
E4	Saturday/Sunday 18.00 to 08.00 hours	Nr.	1			
E5	Sunday/Bank Holidays 08.00 to 18.00 hours	Nr.	1			
E6	Sunday/Bank Holidays 18.00 to 08.00 hours	Nr.	1			
	1.8			Page Total		

**AWARDED WATERCOURSES**

<u>Number</u>	Item Description	Unit	Quantity	Rate	Amount	
					£	p
<b>Dayworks Schedule</b>						
X1	Foreman/Supervisor	Hr	10			
X2	Driver/Machine Operator	Hr	10			
X3	Watercourse Operative	Hr	50			
X4	5 tonne Midi Digger or equivalent	Hr	10			
X5	360 degree Large Hydraulic excavator reach less than 10 metres	Hr	10			
X6	10 m3 Dump-truck	Hr	10			
X7	7.5 Tonne tipper truck	Hr	10			
X8	Labour – Two operatives plus vehicle and trailer  (All above items Provisional)	Hr	50			
X8	Materials – Please install the percentage to be added to the invoiced cost of materials to cover all overheads and profit. This percentage should be installed in the rate column. * A nominal sum of £2000 for materials should be used and multiplied by the percentage to obtain the appropriate figure for the Amount column.			*		
	1.9				Page Total	

<u>Number</u>	Item Description	Unit	Quantity	Rate	Amount	
					£	p
Y1	<p style="text-align: center;"><b>Bid for Plant and Equipment</b></p> <p>Bid for Plant and Equipment as outlined in Section 2.14. Enter one fifth of your total estimated value of the plant described</p>	Sum	-	-		
	1.10			Page Total		

**AWARDED WATERCOURSES**

**Bill of Quantities - Summary**

		<u>Page Total</u>	<u>Class Total</u>
Class G:	General Items		
	Page 1.1	.....	
	Page 1.2	.....	_____
	Class Total		
Class F:	Flail Mowing		
	Page 1.3	.....	_____
	Class Total		
Class W and D	Mechanised De-silting and Weed Removal		
	Page 1.4	.....	_____
	Class Total		
Class M:	Manual Works		
	Page 1.5	.....	_____
	Class Total		
Class P and C:	Piling and Culvert Cleaning		
	Page 1.6	.....	_____
	Class Total		
Class T:	Tree Works		
	Page 1.7	.....	_____
	Class Total		
Class E:	Emergency and Out of Hours		
	Page 1.8	.....	_____
	Class Total		
Class X:	Dayworks		

Page 1.9

.....

\_\_\_\_\_

Class Total

Carried Forward to Grand Summary

**AWARDED WATERCOURSES****Bill of Quantities****(i) Grand Summary**

<b>CLASS</b>	<b>ITEM</b>	<b>COST (£)</b>
G	General Items	
F	Flail Mowing	
W and D	Mechanised De-silting and Vegetation /Weed Removal	
M	Manual Works	
P and C	Piling and Culvert Cleaning	
T	Tree Works	
E	Emergency and Out of Hours Call-out	
X	Dayworks Schedule	
	Items Total	
	General Contingency Allowance	20,000.00
	Sub-Total	
	Less annual amount for Plant Bid (Class Y)	
	Adjustment Item	
	<b>GRAND TOTAL</b>	<b>£</b>



## 9.0 Method Statements

Please provide a written statement and do not exceed **3000 words** for each response. A clearly written/typed document that is attached is acceptable providing you have indicated beside each question do not exceed **3000 words**.

Item	Written statements are required
<b>9.1</b>	Please write a method statement of how you will carry out the <b>Flail Mowing works</b> as described in the specification.
Tenderers response	<p>Key points</p> <p><b>Knowledge and Experience</b> – Clearly demonstrate how you will use your experience on similar contracts to carry out the works in the specification.</p> <p><b>Supervision of Staff and Works</b> – How will your company supervise and manage, staff, the use of any contractors and works?</p> <p><b>Staffing Structure</b> – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.</p> <p><b>New vehicles or Staff</b> – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.</p> <p><b>Personnel</b> – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?</p> <p><b>Service availability and delivery</b> – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?</p> <p><b>Response Times</b> – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.</p> <p><b>Reporting and programming</b> – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?</p> <p><b>Contract Management</b> – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?</p> <p><b>Business Continuity</b> – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?</p> <p><b>Continuous Improvement</b> – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?</p>

9.2	Please write a method statement of how you will carry out the <b>Mechanised De-silting and Vegetation/Weed Removal</b> as described in the specification.
Tenderers response	<p>Key points:</p> <p><b>Knowledge and Experience</b> – Clearly demonstrate how you will use your experience on similar contracts to carry out the works in the specification.</p> <p><b>Supervision of Staff and Works</b> – How will your company supervise and manage, staff, the use of any contractors and works?</p> <p><b>Staffing Structure</b> – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.</p> <p><b>New vehicles or Staff</b> – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.</p> <p><b>Personnel</b> – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?</p> <p><b>Service availability and delivery</b> – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?</p> <p><b>Response Times</b> – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.</p> <p><b>Reporting and programming</b> – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?</p> <p><b>Contract Management</b> – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?</p> <p><b>Business Continuity</b> – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?</p> <p><b>Continuous Improvement</b> – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?</p>

9.3	Please write a method statement of how you will carry out the <b>Manual Works Hand-works to Ditches</b> as described in the specification.
Tenderors Response	<p>Key points:</p> <p><b>Knowledge and Experience</b> – Clearly demonstrate how you will use your experience on similar contracts to carry out the works in the specification.</p> <p><b>Supervision of Staff and Works</b> – How will your company supervise and manage, staff, the use of any contractors and works?</p> <p><b>Staffing Structure</b> – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.</p> <p><b>New vehicles or Staff</b> – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.</p> <p><b>Personnel</b> – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?</p> <p><b>Service availability and delivery</b> – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?</p> <p><b>Response Times</b> – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.</p> <p><b>Reporting and programming</b> – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?</p> <p><b>Contract Management</b> – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?</p> <p><b>Business Continuity</b> – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?</p> <p><b>Continuous Improvement</b> – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?</p>

9.4	Please write a method statement of how you will carry out the <b>Timber Piling and Staking</b> as described in the specification.
	<p>Key points:</p> <p><b>Knowledge and Experience</b> – Clearly demonstrate how you will use your experience on similar contracts to carry out the works in the specification.</p> <p><b>Supervision of Staff and Works</b> – How will your company supervise and manage, staff, the use of any contractors and works?</p> <p><b>Staffing Structure</b> – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.</p> <p><b>New vehicles or Staff</b> – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.</p> <p><b>Personnel</b> – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?</p> <p><b>Service availability and delivery</b> – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?</p> <p><b>Response Times</b> – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.</p> <p><b>Reporting and programming</b> – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?</p> <p><b>Contract Management</b> – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?</p> <p><b>Business Continuity</b> – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?</p> <p><b>Continuous Improvement</b> – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?</p>

9.5	Please write a method statement of how you will carry out the <b>Tree Works</b> as described in the specification.
	<p>Key points:</p> <p><b>Knowledge and Experience</b> – Clearly demonstrate how you will use your experience on similar contracts to carry out the works in the specification.</p> <p><b>Supervision of Staff and Works</b> – How will your company supervise and manage, staff, the use of any contractors and works?</p> <p><b>Staffing Structure</b> – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.</p> <p><b>New vehicles or Staff</b> – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.</p> <p><b>Personnel</b> – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?</p> <p><b>Service availability and delivery</b> – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?</p> <p><b>Response Times</b> – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.</p> <p><b>Reporting and programming</b> – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?</p> <p><b>Contract Management</b> – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?</p> <p><b>Business Continuity</b> – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?</p> <p><b>Continuous Improvement</b> – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?</p>

9.6	Please write a method statement of how you will carry out the <b>Emergency and Out of Hours Call-out</b> as described in the specification.
	<p>Key points:</p> <p><b>Knowledge and Experience</b> – Clearly demonstrate how you will use your experience on similar contracts to carry out the works in the specification.</p> <p><b>Supervision of Staff and Works</b> – How will your company supervise and manage, staff, the use of any contractors and works?</p> <p><b>Staffing Structure</b> – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.</p> <p><b>New vehicles or Staff</b> – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.</p> <p><b>Personnel</b> – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?</p> <p><b>Service availability and delivery</b> – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?</p> <p><b>Response Times</b> – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.</p> <p><b>Reporting and programming</b> – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?</p> <p><b>Contract Management</b> – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?</p> <p><b>Business Continuity</b> – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?</p> <p><b>Continuous Improvement</b> – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?</p>

9.7	Please write a method statement of how you will carry out the <b>Health and Safety Requirements in 4.2 &amp; 4.3.</b>
	<p>Key points:</p> <p>4.2 Health and Safety Plan – Part B (to be developed by the Tenderers).</p> <p>The purpose of this section is to ensure that potential contractors have a satisfactory Health and Safety policy and attitude, are competent and have adequate resources and that hazards associated with the contract have been given due consideration during the Tender stage. All Tenderers must develop the Part A Plan above and return with the tender. It shall include the following:</p> <ul style="list-style-type: none"> <li>• Contractors' Health and Safety Policy and how it is reviewed.</li> <li>• Arrangements to manage Health and Safety at Head Office and on site.</li> <li>• The procedures to be used for developing and implementing the Health and Safety Plan Part A.</li> <li>• The systems in place to deal with the hazards identified in Part A above.</li> <li>• How will compliance with Health and Safety legislation be monitored?</li> <li>• How will Health and Safety advice be provided to people working on the contract?</li> <li>• How much time has been allowed to complete the various stages of the work in order to avoid risks to Health and Safety?</li> <li>• How many people will be involved in the contract and when? What are their skills and qualifications – including sub-contractors?</li> <li>• What working hours are proposed?</li> </ul> <p>4.3 Health and Safety Plan - Part C (to be developed by the successful Contractor).</p> <p>The purpose of this section is to confirm that the successful contractor (following award of the contract) will be responsible for the development of the Health and Safety Plan during the course of the works. The appointed contractor shall ensure that all hazards identified are minimised and a safe method of carrying out each operation is agreed. Before site operations commence, safety method statements shall be submitted for approval and these shall identify activities that are known to be hazardous – e.g. flail mowing works, working in the vicinity of overhead power lines, working close to deep water, working on the public highway, manual handling works and other activities that are unfamiliar or unusual. The method statements should include all the hazards identified in the Part A Plan above.</p> <p>The Statements shall contain the following:</p> <ul style="list-style-type: none"> <li>• A risk assessment for each hazard</li> <li>• Details of plant and equipment to be used</li> <li>• Risks to the public</li> <li>• Site access and working space</li> <li>• Control and disposal of waste</li> <li>• Emergency procedures</li> <li>• Welfare</li> <li>• Information and training for people on site</li> <li>• Site rules</li> <li>• Arrangements for monitoring Health and Safety</li> </ul>

9.8	Assessment of the <b>Knowledge and Experience</b>
	<p>This will be assessed through the feedback from the contractor site references.</p> <p><b>Knowledge and Experience</b> – A clear demonstration of how the contractor has used their experience on similar contracts to carry out the works in the specification (quote examples where possible).</p> <p><b>Supervision of Staff and Works</b> – How will your company supervise and manage, staff, the use of any contractors and works?</p> <p><b>Staffing Structure</b> – How staff will be utilised throughout the year; number of employees; how staff will be informed following request for routine works; emergency and out of hours proposals; CV's for key staff members such as Contracts Manager and Health and Safety Officer.</p> <p><b>New vehicles or Staff</b> – Will new plant/equipment/vehicles be required how will this be achieved before start of contract.</p> <p><b>Personnel</b> – What systems are in place for the assessment of current staff. How do you ensure their development to achieve service delivery; Are Vehicle licensing checks in place?</p> <p><b>Service availability and delivery</b> – How will resources be allocated to provide the service (description); how will quality be monitored and is there a formal quality system in place; What type of supervision will be in place; Examples of other clients receiving similar service; how will breakdowns be dealt with?</p> <p><b>Response Times</b> – How will you ensure response times in specification are met and what are the procedures; Geographical location of staff.</p> <p><b>Reporting and programming</b> – Who will produce the annual programme required by the contract and the regular updates for meetings with the Client and how will this be done?</p> <p><b>Contract Management</b> – This should include managing relationship with the Council and the Contract performance; What management structure will be used; What management resources will be used, what is their level of expertise and where will they be located? How will landowners be engaged?</p> <p><b>Business Continuity</b> – What business continuity plan is in place and how can you demonstrate the contingencies you have in place to cover risks to your business and consequently the service to the Council?</p> <p><b>Continuous Improvement</b> – How can you demonstrate continuous improvement to the service provided to the Council in terms of cost and quality?</p>



10.0 Form of Tender

**SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL – FORM OF TENDER**

To : South Cambridgeshire District Council  
South Cambridgeshire Hall  
Cambourne Business Park  
Cambourne  
Cambridge  
CB23 6EA

**TENDER FOR :**

We the undersigned, having examined the site of works, the specifications and drawings am/are willing to execute the whole of the work required for the sum of :

Grand Total           £ \_\_\_\_\_

Please confirm whether or not you have provided quotes for certain aspects of the works, the whole of the works or a combination of both.

Name of Tenderor \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Address of Tenderor \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

We understand that :-

- (a) The lowest of any tender will not necessarily be accepted by the Council, and no allowance or payment will be made for making any tender.
- (b) This tender shall be returned in the envelope provided so as to reach this office not later than 15 May 2009 12 noon.
- (c) I/We have examined and agree to the tender and contract terms.
- (d) I/We understand that there may be a further selection stage of this tender involving a interview/meeting or presentation.

**11.0 Legal Terms and Comments:**

The Council will be using NEC3 legal terms and the Council's conditions professional services for this contract:

**SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL**  
**GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES [2005] Edition (1)**

**THE SCHEDULE**

**Description of Service**

---

Commencement Date.....

Contract Period.....

Contract Sum £\_\_\_\_\_ Payable as follows (refer to separate sheet if necessary)

---

Payments by/within (e.g. 28 days from invoice) \_\_\_\_\_

Authorised Officer of the Authority.....

Contractor's Contract Manager.....

Contractor's Complaints Liaison Officer (GP.25).....

Accounting Period (e.g. calendar monthly/On invoice)...\_\_\_\_\_

**For Information:** Sums assured..... Professional Indemnity Insurance £\_\_\_\_\_ per \_\_\_\_\_  
 OR Third Party Claims.....£\_\_\_\_\_ per \_\_\_\_\_

**GP.1 DEFINITIONS AND INTERPRETATION**

In these Conditions (to be referred as "the General Conditions"), except where the context otherwise requires, the following expressions shall have the meanings hereby ascribed to them:

- GP.1.1 "Authorised Officer" means the Officer defined in Condition GP.3.
- GP.1.2 "Schedule of Prices" means the list of items and volumes upon which the Contractor's bid was based.
- GP.1.3 "Commencement date" means the date stated in the Schedule **or otherwise agreed in writing** between the parties to be the commencement date for the provision of the Service by the Contractor.
- GP.1.4 "Conditions" means these General Conditions and any modification thereof duly made in accordance with these Conditions and the Special Conditions as may be agreed together with all provisions and/or Schedule of Prices incorporated therein.
- GP.1.5 "Contract" means the Agreement entered into between the Authority and the Contractor embodying the Conditions [the Contractor's bid and Authority's acceptance thereof] and any other documents listed in the Schedule.
- GP.1.6 "Contract Manager" means the representative of the Contractor appointed pursuant to Condition GP.7.2.

- GP.1.7 "Contract Period" and "Contract Sum" mean the period and amount stated in the Schedule.
- GP.1.8 "Contract Standard" means such standard as complies in each and every respect with all relevant provisions of the contract and where no criteria are stated in the Contract the standard is to be to the reasonable satisfaction of the Authorised Officer and may incorporate, if stated in the Special Conditions, appropriate standards of relevant professional bodies.
- GP.1.9 "Day" means any day of the week including Saturday but not any Sunday or Bank Holiday.
- GP.1.10 "Schedule" means the Schedule hereto.
- GP.1.11 "Service" means the description of the Service referred to in the Special Conditions and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Authorised Officer.
- GP.1.12 The Contract shall be governed by and constructed in accordance with English Law.
- GP.1.13 A reference to any Act of Parliament, or to any Order, Regulation, Directive Statutory Instrument, or the like shall include a reference to any amendment or re-enactment of the same.
- GP.1.14 Words importing the masculine gender include the feminine and neuter gender; words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa.
- GP.1.15 Condition headings and notes are for ease of reference only and shall not affect construction of the Contract.
- GP.2 FORM OF CONTRACT**
- GP.2.1 **Sufficiency of Information:** The Contractor shall be deemed to have satisfied himself as to the accuracy and sufficiency of the rate(s) and price(s) stated by him in his Bid and this Contract which shall (except in so far as it is otherwise provided in the Contract) cover all his obligations under the Contract, and shall be deemed to have obtained for himself all necessary information as to risks, contingencies and/or any other circumstances which might reasonably influence or affect the Bid and his performance of the Contract.
- GP.2.2 **Documents Mutually Explanatory:** Except as otherwise expressly provided, the several documents comprising the Contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Authorised Officer who shall thereupon issue to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions. Any adjustment to the Service arising therefrom shall be subject to Condition GP.4.5.
- GP.2.3 **Variation of Conditions:** Notwithstanding any other of these Conditions, no deletion from, addition to, or variation of the Conditions shall be valid of or any effect unless agreed in writing and signed by the parties.
- GP.2.4 **Inconsistencies:** Where there is any inconsistency between these Conditions and any provision in any other Contract document, these Conditions shall prevail **PROVIDED THAT** any Special Condition may be expressed to take effect so as to vary these general conditions in any manner.
- GP.2.5 **Copyright:** Copyright in the documents comprising the Contract shall vest in the Authority but the Contractor may obtain or make at his own expense further copies required for use by him in performing the Contract. Copyright of any documents originating from the Authority shall reside solely with the Authority.
- GP.2.6 **Third Party Rights:** Notwithstanding anything in this Contract to the contrary, no person or entity shall have any rights in relation to this Contract, whether as third parties under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except the parties hereto

GP.2.7 Standing Orders: The Contract shall be subject to the Standing Orders of the Authority current at the date of the Contract, a copy of which may be seen by arrangement.

### **GP.3 AUTHORISED OFFICER**

GP.3.1 The Authorised Officer shall be the person named in the Schedule or in default of appointment the Chief Officer of the relevant Department of the Authority or such representative appointed by the Authority to act in the name of the Authority for the purposes of the Contract.

GP.3.2 The Authority shall forthwith give notice in writing to the Contractor of the replacement of the Authorised Officer or if any person ceases to be the Authorised Officer.

GP.3.3 From time to time the Authorised Officer may appoint one or more representatives to act for the Authorised Officer generally or for specified purposes or periods. Immediately any such appointment is made, the Authorised Officer shall give written notice thereof to the Contractor.

### **GP.4 MODIFICATIONS**

The Authorised Officer shall be entitled to issue to the Contractor instructions in writing requiring the Contractor to do all or any of the following: -

GP.4.1 To omit or to cease to provide any part of the Service for such period or periods as the Authorised Officer may determine, which period or periods may be of either a temporary or permanent nature.

GP.4.2 To provide the Service or any part thereof in such manner as the Authorised Officer may reasonably require except that Condition GP.4.5 shall not apply regarding a requirement to provide the Service to the Contract Standard.

GP.4.3 To provide such services additional to the Service as the Authorised Officer may reasonably require, provided that such additional services shall be the same as or similar to the Service in which case the appropriate contract rate shall apply to such additional services if the contract prices are based upon a Schedule of Rates or Prices, not a single Contract Sum.

GP.4.4 Permanently to vary the Service.

GP.4.5 The valuation of modifications pursuant to this Condition shall be ascertained by the Authorised officer in accordance with the following provisions:

GP.4.5.1 Where any part of the Service is required to be omitted or ceased to be provided the rates and prices contained in any Schedule of Prices shall determine the ascertainment of the value of the part and, in the case of a single Contract Sum, a fair proportion to be assessed after consultation with the Contractor.

GP.4.5.2 Where work is of a similar character to and is executed under similar conditions as work in the Specification or other Contract documents the rates and prices for the work contained in any Schedule of Prices shall determine the ascertainment.

GP.4.5.3 Where work is not of a similar character to or not executed under similar conditions to work set out in the Specification or other Contract documents the ascertainment shall be made at fair rates and prices having due regard where applicable to the rates and prices contained in any Schedule of Prices.

### **GP.5 GUARANTEE**

GP.5.1 If the Contractor is a subsidiary company within the meaning of section 736 and 736A of the Companies Act 1985 it shall provide a Guarantee by its holding company or companies (as

defined in the said section 736) to secure the due performance by the Contractor of its obligations to the Authority.

## **GP.6 CONTRACTOR'S OBLIGATIONS**

- GP.6.1 The Contractor shall exercise reasonable skill and care in providing the Service (and any modifications thereof authorised under the Conditions) and shall comply with the Contract Standard to the reasonable satisfaction of the Authorised Officer.
- GP.6.2 The Contractor shall at all times during the Contract Period allow such persons as shall be nominated from time to time by the Authorised Officer access to all locations where the Contractor shall be providing or preparing for the provision of the Service for the purpose of inspecting the work being performed pursuant to the Contract and the office, security, employee management, data protection and money handling controls, systems and procedures used by the Contractor and records and documents in the possession of the Contractor in connection with such work
- GP.6.3 If in relation to any access under GP.6.2. the Authorised Officer (after consultation with the Contractor and any Internal or External Auditors) is of the opinion that changes need to be made to the Contractor's financial controls, administrative procedures, systems or operational arrangements in relation only to the provision of the Service, those changes required and detailed by the Authorised Officer shall be made by the Contractor within such period or periods as the Authorised Officer shall notify to the Contractor in writing
- GP.6.4. The Contractor shall provide the Authority with all relevant information reasonably necessary for the Authority itself to provide information in respect of the Service in connection with any re-tendering exercise for the continuity of the Service or any part of it at the end of this Contract
- GP.6.5 If the Contractor fails to provide the Service or any part thereof with reasonable skill and care, or to the Contract Standard to the reasonable satisfaction of the Authorised officer, the Authority will give the Contractor details of any such failure and may itself provide or may employ and pay other persons to provide the service or any part thereof if the Contractor shall not within 14 days redress the situation or make proposals acceptable to the Authorised Officer for rectifying the failure and adhere to those approved proposals, and **all costs incurred thereby may be deducted from any sums due or to become due to the Contractor under the Contract or shall be recoverable from the Contractor by the Authority as a debt.** The rights of the Authority under this Condition shall be without prejudice to its rights under Conditions GP.19 and GP.20.

## **GP.7 CONTRACTOR'S EMPLOYEES**

- GP.7.1 The Contractor shall employ in and about the provision of the Service only such persons as are careful, skilled, honest, experienced and suitably qualified in the work which they are to perform.
- GP.7.2 The Contractor shall appoint a **Contract Manager** empowered to act on behalf of the Contractor for all purposes connected with the Contract. Any notice, information, instruction or other communication given or made to the Contract Manager shall be deemed to have been given or made to the Contractor.
- GP.7.3 The Contractor shall forthwith give notice in writing to the Authorised Officer of the identity, address and telephone numbers of the person appointed as Contract Manager and of any subsequent appointment.
- GP.7.4 The Contractor shall forthwith give notice in writing to the Authorised Officer of the identity, address and telephone numbers of any persons authorised to act for any period as deputy for the Contract Manager.

- GP.7.5 The Contractor shall ensure that the Contract Manager, or a competent deputy, duly authorised by the Contractor to act on his behalf, is available to the Authorised officer in person at all reasonable times during which the Service is provided.
- GP.7.6 The Contract Manager shall inform the Authorised Officer promptly of and confirm in writing, any instances of activity or omission on the part of the Authority which prevent or hinder, or may prevent or hinder the Contractor from complying with the Contract. The provision of information under this Condition shall not in any way release or excuse the Contractor from any of his obligations under the Contract.
- GP.7.7 The Contractor shall employ sufficient persons to ensure that the Service is provided at all times and in all respects to the Contract Standard. The Contractor shall ensure that a sufficient reserve of employees is available to provide the Service to the Contract Standard during staff holidays or absence through sickness or otherwise.
- GP.7.8 The Contractor shall be and shall ensure that every person employed by him in and about the provision of the Service is at all times properly and sufficiently qualified, experienced and instructed with regard to the Service and in particular: -
- GP.7.8.1 The task or tasks such person has to perform;
- GP.7.8.2 All relevant provisions of the Contract;
- GP.7.8.3 All relevant policies, rules, procedures and standards of the Authority which includes an absolute prohibition upon any person employed from soliciting any payment for the provision of the service except as may be provided by the Conditions.
- GP.7.8.4 All relevant rules, procedures and statutory requirements concerning health and safety at work.
- GP.7.8.5 Fire risks and fire precautions.

**GP.8 DISCRIMINATION**

- GP.8.1 The Contractor shall at all times comply with the requirements of all statutory provisions, regulations made and guidance issued thereunder proscribing discrimination at work upon the grounds or race, gender, disability, sexual orientation, colour, language, social or national origin, association with a national minority, property, birth or other status.

**GP.9**      **HEALTH AND SAFETY**

GP.9.1      The Contractor shall at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974 and of any other Acts, Regulations, or Orders and guidance issued thereunder pertaining to the health and safety of employees or other persons at the places of work for which the Contractor is responsible under these provisions.

**GP.10**      **AGENCY**

GP.10.1      The Contractor is not and shall in no circumstance hold himself out as being the servant or agent of the Authority except as may be stated in the Special Conditions for the purposes therein specified or otherwise agreed in writing previously by the Authority.

GP.10.2      The Contractor is not and shall in no circumstances hold himself out as being authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority to the performance, variation, release or discharge or any obligation.

GP.10.3      The employees of the Contractor are not, shall not hold themselves out to be and shall not be held out by the Contractor as being, servants or agents of the Authority for any purposes whatsoever.

**GP.11**      **BRITISH STANDARDS AND/OR INTERNATIONAL STANDARDS**

Where an appropriate British Standard Specification, British Standard Code of Practice issued by the British Standards Institution and/or any appropriate international standard is current, all goods used or supplied and all workmanship shall, as a minimum requirement and subject to any agreement in writing between the parties hereto otherwise, be in accordance with that Standard, without prejudice to any higher standard required by the Contract. Where British Standard is specified, the equivalent EC Standard or International Standard shall be equally appropriate **PROVIDED ALWAYS** that where the Contractor proffers articles or services said to meet national standards of another Member State, or an international standard recognised in another Member State and offering equivalent guarantees of safety, suitability and fitness for purpose the Contractor shall provide certified translations into English, of any foreign language documentation.

**GP.12**      **OBSERVANCE OF STATUTORY REQUIREMENTS**

GP.12.1      The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Service and shall indemnify the Authority against any claims made as a result of any failure in compliance. In respect of any part of the Service which may be a public function, the Contractor may be a public authority for the purposes of section 6(3) of the Human Rights Act, 1998; in such circumstance, the Contractor shall not act in any way which is incompatible with a Convention right (therein defined) and shall indemnify the Authority in respect of any breach.

**GP.12.2**      Best Value: Co-operation of Contractor in Best Value Reviews, Preparation of Performance Indicators and Best Value Performance Plans  
The Authority is a “best value authority” under the Local Government Act, 1999 (“the 1999 Act”). As such, the Authority is obliged to secure continuous improvement in the way its functions are exercised, to monitor and report performance in specified areas (“performance indicators” and “performance standards”), conduct reviews of its functions (“best value reviews”) and prepare performance plans (“best value performance plans”) in accordance with the 1999 Act and orders, regulations and guidance under it. In order for the Authority to comply with these obligations and all other similar statutory provisions the Contractor shall in relation to the Service and the performance of the Contractor in respect thereof, whether past, present or future, **without prejudice to the obligations of the Contractor or the Authority under this Agreement**, give such information to the Authority as it may reasonably request from time to time, in such form as may be required, and shall co-operate with the Authority in

its preparation of the relevant performance indicators, performance standards and best value performance plans and in carrying out its best value reviews.

GP.12.3 In accordance with the “*Code of Practice on Workforce Matters in Local Authority Service Contracts*” (applicable to all contracts first advertised after 13 March 2003) the Contractor shall provide the same or broadly comparable pension rights of respective relevant Authority employees (not exceeding the maximum which may be provided for in any Regulations which may be made in that behalf) in the event of TUPE transfer of any such employees arising from this Contract. This will also apply to second (and subsequent) generation contracting where relevant employees contracts of employment are transferred from the Contractor to any new contractor carrying out the Service. The Contractor shall ensure that this provision shall be included in any assignment or sub-contract where the relevant employee(s) are employed by the assignee or sub-contractor in the provision of or as part of the provision of the Service. The Contractor shall also provide information on request which is necessary to allow the local authority to monitor compliance with the conditions set out in the Code.

GP.12.4 The following shall be deemed to be broadly comparable for the purposes of GP.12.3

- membership of the Local Government Pension Scheme where the employer has admitted body status within the scheme and makes the requisite contributions;
- membership of a good quality employer pension scheme (either final salary or money purchase and, where money purchase, the employer must as a minimum match employee contributions up to 6%; or
- a stakeholder pension scheme, under which the employer must as a minimum match employee contributions up to 6%.

### **GP.13 GRATUITIES**

The Contractor shall not, whether himself, or by any person employed by him to provide the Service, solicit any gratuity, tip or any other form of money taking or reward, collection, or charge for any part of the Service other than bona fide charges approved by the Authority.

### **GP.14 INDEMNITY AND INSURANCE**

GP.14.1 The Contractor shall indemnify and keep indemnified the Authority against the injury to or death of any persons, or loss of or damage to any property, which may arise out of the act of default or negligence of the Contractor, his employees or agents and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in relation thereto, provided that the Contractor shall not be liable for, nor be required to indemnify the Authority against, any compensation or damages for or in respect of injuries caused by the Authority

GP.14.2 Without thereby limiting his responsibilities under this Condition, the Contractor shall insure with a reputable insurance company against all loss of and damage to property and injury to, or death of, persons arising out of or in consequence of the Contractor's obligations under the Contract and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof.

GP.14.3 The insurance in respect of personal injury or death of any person arising under a contract of service with the Contractor and arising out of an incident occurring during the course of such person's employment shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1988 (as amended) and any statutory orders made thereunder. For all other claims to which this Condition applies, the insurance cover shall be such sum as the Contractor may choose in respect of any one incident.

GP.14.4 The Contractor shall supply to the Authority immediately upon request copies of all relevant insurance documents necessary to comply with this Condition.



GP.14.5 The Authority shall indemnify and keep indemnified the Contractor and insure with a reputable insurance company, or self-insure, against the injury to, or death of, any persons, or loss of, or damage to, any property which may arise out of the fact, default, or negligence of the Authority, its employees or agents other than the contractor his employees and agents and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**GP.15 PAYMENTS**

GP.15.1 At the intervals stated in the Special Conditions and Schedule the Contractor shall submit to the Authorised Officer an account in respect of work completed forming part of the Service. The account shall be presented in full form to include Value Added Tax details, additions, deduction, labour and materials, specification headings (if appropriate) and such other detail as the Authority may reasonably require.

GP.15.2 Within 28 days from receipt of invoice, unless any other period is stated in the Schedule, the Authority shall pay the Contract Sum or such other amounts as may from time to time properly become due to the Contractor.

**GP.16 VALUE ADDED TAX**

GP.16.1 In addition to the sum(s) specified in Condition GP.15 the Authority shall pay to the Contractor such Value Added Tax as may be properly chargeable by the Contractor in connection with provision of the Service. The Contractor shall issue a tax invoice in respect thereof.

GP.16.2 Upon receipt by the Contractor of any payment made by the Authority being a payment including VAT the Contractor shall forthwith issue to the Authority an authenticated receipt in such form as may be required by the Value Added Tax Act 1994 ("the Act") or any amendment or re-enactment thereof or by any Regulations made thereunder.

**GP.17 FLUCTUATIONS**

GP.17.1 The Contract Sum and/or such of the rates and prices contained in any Schedule of Prices shall be reviewed only if, in the opinion of the Authorised Officer, the nature of the work required to be carried out by the Contractor varies sufficiently to cause the Contract Sum and/or prices contained within any Schedule of Prices to be inappropriate.

**GP.18 ASSIGNMENT AND SUB-CONTRACTING**

GP.18.1 The Contractor shall not assign or sub-contract the provision of the Service or any part thereof to any person without the previous written consent of the Authority, which consent shall be in the discretion of the Authority and, if given, shall not relieve the Contractor from any liability or obligation under the Contract

GP.18.2 Except where the context cannot admit, reference in these Conditions to the Contractor or his employees or agents shall include any sub-contractor of the Contractor (whether or not authorised under GP 18.1.2) and any of the sub-contractor's employees or agents, and all acts, defaults or neglect of any sub-contractor shall be deemed in all respects to be the acts, defaults or neglect of the Contractor himself.

**GP.19 TERMINATION**

GP.19.1 If the Contractor shall have offered, or given, or agreed to give to any person any gift, or consideration of any kind as inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of the Contract, or any other Contract

with the Authority, or for showing or forbearing to show favour, or disfavour, to any person in relation to the Contract, or any other Contract with the Authority, or if the like acts shall have been done by any person employed by the Contractor, or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor), or if in relation to the Contract, or any other contract with the Authority, the Contractor or any person employed by the Contractor, or acting on the Contractor's behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the Authority, which shall have been exacted or accepted by such officer by virtue of his office or employment and is otherwise than such officer's proper remuneration, the Authority shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination.

GP.19.2 If the Contractor - *commits a serious breach of any of his obligations under the Contract, breaches any obligation after a written warning following persistent breaches of the same obligation or similar obligations, is the subject of a bankruptcy petition or order, or makes or proposes to make a composition or arrangement with all or any class of his creditors, or has a proposal in respect of his company for the voluntary arrangements for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986, has an application made under the Insolvency Act 1986 in respect of his company to the Court for the appointment of an administrative receiver, has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed, has a provisional liquidator, receiver, encumbrancer or manager of his business or undertaking duly appointed, has an administrative receiver, as defined in the Insolvency Act 1986, appointed, has possession taken, by or on behalf of the holders or any debentures secured by a floating charge, or any property comprised in, or subject to, the floating charge, is in circumstances which entitle the Court or a Creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the Court to make a winding-up order* - then in any such circumstances the Authority may, without prejudice to any accrued rights or remedies under the Contract determine the Contract by notice in writing having immediate effect.

GP.19.3 The rights of the Authority under Condition GP.19 are in addition to and without prejudice to any other rights the Authority may have whether against the Contractor directly or pursuant to any guarantee.

## **GP.20 COMPENSATION AND RECOVERY OF SUMS DUE TO THE AUTHORITY**

GP.20.1. Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to the Authority the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the Authority.

GP.20.2. Where the Service (or any work in connection therewith) has to be completed by the Contractor by a particular date AND time therefor is, in the Special Conditions, expressed to be of the essence, the Special Conditions may provide for compensation to be paid by the Contractor to the Authority in default by the Contractor, as follows whether or not the Contract is also terminated:

GP.20.2.1 a fixed sum upon default and/or

GP.20.2.2 periodical sums; or

GP.20.2.3 in the case of works or any part of the Service expressed to be completed before 31st March in any year and for which no budget provision by the Authority exists thereafter, the Contractor shall forego all of the Contract Sum not yet paid.

GP.20.3. PROVIDED ALWAYS in the cases of GP.20.2.1 and GP.20.2.2 above the headings of loss shall be set out in the Special Conditions, the amounts shall be assessed to include only the

amount(s) lost to the Authority, shall not include any penalty and may be indexable and/or carry interest.

**GP.21        NOTICES**

Any demand, notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post, or by telex, electronic mail or facsimile transmission to the registered office or last known address of the party to be served therewith and if so shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission, as the case may be.

**GP.22        WAIVER**

Failure by the Authority at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be constructed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Authority to enforce any provision in accordance with its terms.

**GP.23        SEVERANCE**

If any provision of the Contract shall become or shall be declared by any Court or competent jurisdiction to be invalid 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.

**GP.24        ARBITRATION**

GP.24.1        All disputes between the parties arising out of or connected with this Contract or the performance of the Contractor in the provision of the Service shall be referred to a single Arbitrator under the Arbitration Act 1996 to be agreed upon by the parties or in default of agreement to be nominated by the person stated in the Schedule or in the case of his incapacity by the Deputy President, Vice-President or other most senior representative.

GP.24.2        The Arbitrator shall have full power to make any award which may have the effect of amending any notice, instruction or certificate or of giving or withholding consent or agreement in such manner as the Arbitrator shall think fit so as to give reasonable effect to the provisions of this Contract.

GP.24.3        The decision of the Arbitrator shall be final and binding upon both parties to this Contract.

**GP.25        CUSTOMER COMPLAINTS**

GP.25.1        The Contractor shall deal with all customer complaints in a sympathetic, efficient and effective way and within the Council's complaints procedure. In particular, the Contractor shall

GP.25.1.1.     Maintain a proper system of recording complaints when they are received (by any medium);

GP.25.1.2.     Maintain accurate, up-to-date records of details of each complaint received which shall include the complainant's name, address, nature of complaint, name of person dealing with the case, action taken to resolve it and any action taken to prevent recurrence;

GP.25.1.3.     Provide a timely and considered response to each complaint received;

GP.25.1.4.     Designate a named individual as the liaison officer for considering all complaints on behalf of the Contractor and be personally responsible for monitoring the progress of complaints to completion; and

- GP.25.1.5. Provide upon the request of the Authorised Officer background and detailed information about any complaint received by the Authorised Officer
- GP.25.2. The Contractor shall provide each month a report to the Authorised Officer of the complaints received and the action taken to resolve them including an up-date on those previously made and not yet resolved. If the Authorised Officer considers that further steps are necessary to minimise or prevent possible recurrence of valid complaints in any area of the provision of the Service he will consult the Contractor and attempt to agree what steps should be taken and when. In default of agreement he will notify the Contractor in writing of the relevant steps he requires the Contractor to take and the Contractor shall take such steps accordingly.
- GP.25.3. The Contractor shall refer the following forthwith to the Authorised Officer to deal with and shall liaise with the Authorised Officer as necessary to formulate a suitable and timely response in each case:
  - GP.25.3.1. Enquiries or correspondence from the Local Government Ombudsman
  - GP.25.3.2. Notification of any complaint made by anyone to the Local Government Ombudsman
  - GP.25.3.3. Complaints in respect of which the Contractor has no control (e.g. Council Policy) or relevant to some aspect of delivery of Council Services other than the Service
  - GP.25.3.4. Complaints of intimidation, harassment, assault, damage to property and unlawful entry
- GP.25.4. A complaint means an expression of dissatisfaction, however made, about the standard of service, action or lack of action by the Council or its staff or, in this context, its Contractors and their staff affecting an individual or group of individuals

**GP.26 CONFIDENTIALITY, DATA PROTECTION AND FREEDOM OF INFORMATION**

- GP.26.1 Except with the written permission of the other or as may be necessary in order to perform the Contract, neither party shall during the Contract Period or at any time thereafter, make use for his, its or their own purpose or divulge, disclose, dispose of or part with possession of any confidential documents, material or other confidential information (in whatever form) prepared, supplied or obtained for or pursuant to this Contract and the Contractor shall at all times comply with the provisions of the Data Protection Act, 1998 in respect of any relevant data obtained from the Council in the provision of the Service. Confidential information shall include but not be limited to any and all information relating to a party's business methods, pricing, customers, suppliers, finances, ideas, strategies, concepts, methodologies, inventions and/or products.
- GP.26.2 Except for disclosable information under the Freedom of Information Act, 2000, neither the Contractor or its subcontractors, employees and agents or any person connected with him shall have contact with the press or other media about any matter arising from the performance of this Contract without the prior written permission of the Authorised Officer.
- GP.26.3 Except for confidential information described in GP.26.1 above and any other exemptions, but subject to the public interest provisions where applicable, this Contract and any directly associated operational information shall be disclosable under the Freedom of Information Act, 2000. The Contractor shall facilitate timely disclosure where applicable.
- GP.26.4 The Contractor shall procure the compliance of his employees with the provisions of this Condition.

**GP.27 COUNCIL'S OWNERSHIP OF AND RIGHTS IN RESPECT OF DOCUMENTS**

- GP.27.1 Unless otherwise agreed, the ownership of and unrestricted right to use any documents produced by the Contractor, its subcontractors, employees and agents for all purposes envisaged by the or arising under this Contract shall be vested in the Council.

GP.27.2 At the expiry or earlier determination of the Contract the Contractor shall at its own expense transfer all documents, material and other information (in whatever form) in its possession relating to the Contract to the Authorised Officer but may retain copies for record or audit purposes only.

**GP.28 COMPUTER SYSTEMS AND SOFTWARE**

GP.28.1 The Contractor shall indemnify and hold harmless the Authority, its Officers, employees, agents and third parties against all losses, liabilities, claims, demands, damages, expenses and proceedings howsoever incurred or arising (including without limitation consequential loss of profits) directly or indirectly out of or in connection with the use by the Contractor of the computer system(s) of the Authority and/or the software run and data held thereon or the Contractor's own computer systems, software and data.

GP.28.2 The Contractor shall ensure that all information provided by the Contractor to the Authority under this contract by cable, fibre, disk, tape or any other format where the Authority requires a computer-generated format is in a format and form compatible with the Authority's computer system(s) and software.

[end]

**Please detail any changes, amendments, alterations or areas for discussion on the proposed legal terms:**

12.0 Instruction to Tenderor: Please affix this page to the envelope of your tender return

The Reception Desk  
South Cambridgeshire District  
Council  
South Cambridgeshire Hall  
Cambourne Business Park  
Cambourne  
Cambridge  
CB23 6EA



# TENDER DOCUMENTS

Awarded Watercourse Maintenance Tender

To be received no later than

**Closing date for submission of tenders  
on the 15 May 2009 no later than 12 noon.**

Instructions for Council Staff:  
This envelope **MUST NOT** be opened, please deliver it to  
Reception for safe storage.

**13.0 Tender Checklist**

**Please confirm that you have completed the following:**

- Completed TUPE response in section 6.9.
- Completed Schedules in section 7.
- Completed Bill of Quantities in section 8 and clarity on extent of the bid
- Completed all of the method statements in section 9 (including the Developed Health & Safety Plan Part B).
- Copies of the Programmes for each discrete item of works.
- You have included 3 copies of the tender documents;
- That you have completed the form of tender section 10.
- That you have used the Envelope Cover in Section 11 and attached this to a securely sealed plain envelope with no distinguishing marks.
- That you have arranged to send the return in time to meet the dead line of 15 May no later than 12 noon.

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**SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL**

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**REPORT TO:** Environmental Services Portfolio Holder 24 March 2009  
**AUTHOR/S:** Executive Director / Corporate Manager, Health & Environmental Services

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**GOVERNMENT GRANTS FOR HOUSEHOLD-LEVEL FLOOD RISK MITIGATION****Purpose**

1. This report is to advise the portfolio holder for Environmental Services of the latest Government initiative designed to provide funding for flood protection measures at a local level to protect households and seek approval for the Council to pursue an application for grant funding to benefit appropriate South Cambridgeshire residents and their properties.
2. This is not a key decision.

**Background**

3. Following on from the Pitt Review and the Government's *Making Space for Water* strategy, the Government (via Defra) has made available a total of 5 Million pounds in grant funding to promote the use of household-level flood protection and resilience measures for both fluvial and/or surface water run off. The scheme does not include protection from sewer flooding, which is the responsibility of the water companies. The grants are aimed at properties where flooding occurs frequently and other flood management solutions are not economically, environmentally or technical viable. The grant funding also aims to encourage the supply of expert, independent flood risk mitigation surveys and to stimulate the market for flood protection and resilience products.
4. Successful Local Authority applicants will be offered funding to provide independent, professional surveys that will assess the risk of flooding for individual properties in high-risk areas and recommend ways of mitigating that risk. In addition they will also be funded to subsidise the costs of implementing appropriate measures. Local Authorities will deliver the scheme in partnership with the Environment Agency.

**Considerations**

5. The £5M that has been made available to Local Authorities on a national basis will be split into two phases. The "pathfinder" phase, which makes available £2M, requires applications to be submitted by 25 March 2009, with the second phase of £3M being available for application in the autumn of 2009. However, some conditions and eligibility criteria are attached to this funding and therefore work is required to identify properties that would qualify for funding under the scheme. South Cambridgeshire District Council may be able to access some of this funding to offer flood protection to appropriate properties within its district and seeks approval to submit such an application.
6. However, it must be recognised that whilst the district is subject to some flooding problems, there are many Local Authority areas such as Gloucester, Hull and Nottingham to name but a few that are likely to be much further up the priority scale to access the limited funding available. Realistically, the "pathfinder phase" of the

funding will be over subscribed and therefore, the Council should look to obtain funding in the second round of applications in the autumn.

7. One element of the overall funding process is to promote engagement with the local community on flooding issues and encourage Local Authorities to work with communities to identify properties in need of flood protection measures and to encourage community self-help schemes. The Council has in the past liaised with parish councils and other residents groups on the issue of flooding in some villages where flooding has, and still is an infrequent yet continuing possible occurrence such as the brook that runs through Elsworth. By providing evidence of this type of community engagement as part of the funding application, the Council will be able to strengthen the case for it's funding application.
8. Another route to demonstrate communication and engagement would also be to utilise the *South Cambs Magazine* and provide an article in the Summer edition promoting the Government funding scheme. This article would provide information and guidance to residents on the grants scheme and request those who feel their properties would qualify for funding, to submit documentary evidence (insurance claims, photographs etc) to the Council of flooding events that have affected their properties, which can then be utilised by the Council to qualify the case for the funding application.
9. In addition to this consultation, it is suggested that each Parish Council and Local Member is contacted to provide further evidence that will assist the Council in making its application.
10. Timescales to submit applications for funding in the "Pathfinder" phase are now very tight (25 March 2009) however, to ensure that the Council remains eligible to submit an application in the second round of funding, the Council Safety Advisor has already submitted an "expression of interest" application as detailed under the guidance issued by Defra.
11. If the Council is successful in its application, a more developed approach to community involvement is likely to be required.

**Options**

12. By agreeing to the recommendation within this report the Council will be able to apply for potential funding from the Government to provide flood risk management measures to individual properties, which are eligible.
13. Whilst it is by no way guaranteed that the application would be successful due to the potential demand from around the country to obtain a share of this grant funding, failure to submit an application may expose the Council to public criticism from residents who may have benefited from the funding and the wider community.

**Implications**

14. Financial	Defra hopes that Local Authorities will look to find further contributions to add to the money that they provide, i.e. financial contributions from participating householders.
Legal	None
Staffing	Consultation and application within existing resources.
Risk Management	None
Equal Opportunities	None

**Consultations**

- 15. The Council Safety Advisor has attended an application workshop delivered by Defra to provide Local Authorities with guidance on how to make applications for funding under the grant scheme.
- 16. Historically, the Council has consulted and engaged with various parish and residents groups on flooding issues.

**Effect on Corporate Objectives and Service Priorities**

17.	<b>Work in partnership to manage growth to benefit everyone in South Cambridgeshire now and in the future</b>
	Partnership working with the Environment Agency is a key component of the scheme.
	<b>Deliver high quality services that represent best value and are accessible to all our community</b>
	<b>Enhance quality of life and build a sustainable South Cambridgeshire where everyone is proud to live and work</b>
	The recommendations contained within this report would contribute to the Council's second Aim, which states "We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family".

**Conclusions/Summary**

- 18. Whilst there is a significant amount of money available within this grant fund scheme, it should be emphasised that the £5M will not go too far when divided up across the nation. It is also fair to say that compared to many, South Cambridgeshire has not suffered to anywhere near the same extent as other parts of the country in the past. However, there are properties that are at risk from flooding and as a responsible Local Authority, the Council should make every effort to secure a share of the grant scheme, if possible.

**Recommendations**

- 19. It is recommended that
  - (a) the Portfolio Holder endorses the proposal that the Council should apply to obtain funding for property-level survey work and appropriate property protection and resilience measures under the Government's grant scheme,
  - (b) to enhance the application for funding, the Council should utilise the *South Cambs Magazine* as one method of communication to demonstrate community engagement regarding flooding issues and obtain evidence of flooding from residents that have historically been affected by river or surface water flooding, and
  - (c) all Parish Councils and Local Members are contacted to provide further evidence to assist the Council in its application.

**Background Papers:** the following background papers were used in the preparation of this report: Government grants for household-level flood risk mitigation.

**Contact Officer:** Lawrence Green – Council Safety Advisor, Tel: (01954) 713241

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# SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL

## HEALTH & ENVIRONMENTAL SERVICES



### SERVICE PLAN 2009/10 TO 2011/12

Corporate Manager: Dale Robinson

Portfolio Holder/s: Cllr Mrs S Ellington

Approved: 24<sup>th</sup> March 2009



**SERVICE PLAN OVERVIEW**

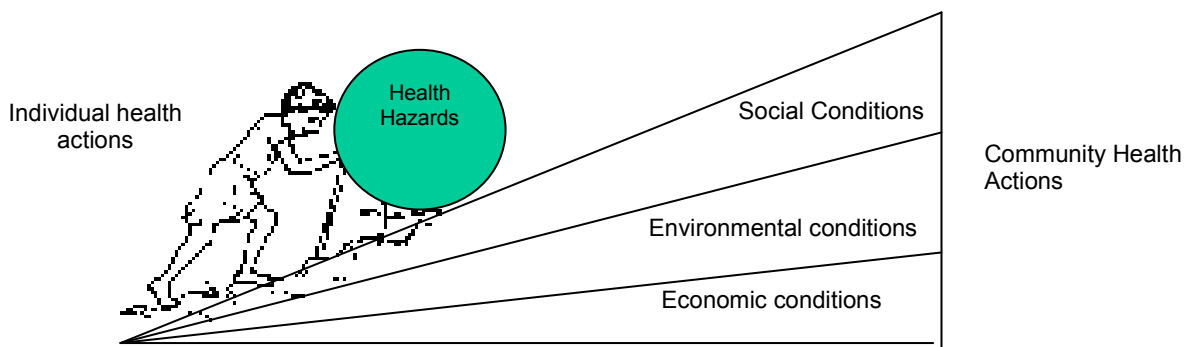
**1. Key Functions and Responsibilities**

**1.1. Profile of Service**

The Health & Environmental Services service takes a holistic view of the interaction of people with their home, work, leisure and natural environment. The essence of the service is the prevention, detection and control of environmental hazards that affect human health, with 'health' defined in its broadest sense as “ a state of complete physical, mental and social well-being”. It is made up of a very broad and intertwined set of sub-services and activities, many of which are aligned to legislative and regulatory requirements. Environmental and public health is an inescapable part of our daily lives. The services provided can influence and provide protection for us all from the moment we wake up in the morning to during the night when we are looking for a good night’s sleep.

The very existence of local government has its roots in the early Public Health Acts when the precursors of local government were created (1848 -Local Boards of Health and 1872Urban & Rural Sanitary Authorities). Central Government has reaffirmed the important role local government has in delivering public health through the local authority community leadership role and the influences it has on the wider determinants of health i.e. economic prosperity, poor housing conditions, crime, living and working conditions, water and sanitation. The task of the service is to lessen the affect of those factors (Figure 1 below) that impact the individual’s health & well-being.

*Figure one: Conditions affecting an individual’s well-being*



All activities stem from legislative requirements in the first instance although the way they are provided can in some circumstances involve a small element of discretion, enabling a more effective and improved service that meets local needs. Advice, educational and promotional activities are designed to reduce the regulatory burden for businesses and the public and are a cornerstone of the national better regulation agenda, which is designed to ensure the economic prosperity of the country.

The pace of legislative change required never stands still and many issues are likely to come to the fore in the year that has not been specifically identified here.

**1.2. Key Service Areas**

The service can be subdivided into the following key service areas delivering statutory functions;

**1.2.1. Food and Health & Safety**

1.2.1.1. Core Functions: -

- Food hygiene control
- Food Safety Alerts response
- Food premises & food related complaints
- Food sampling
- Food safety education & promotion
- Acupuncturists and tattooists registration
- Food poisoning investigation
- Infectious diseases control
- Food and health & safety business advice
- Health & safety control
- Health & safety accident/ occupational disease investigation
- Food premises registration
- Workplace complaints
- Health & safety awareness education and promotion
- National Assistance burials
- Private water supplies
- Asbestos removal control
- Zoo licensing

**1.2.2. Health Protection (inc pest control)**

1.2.2.1. Core Functions: -

- Contaminated land
- Air Quality
- Public health – Partnership working
- Smoking harm reduction inc. Smoke free compliance
- Pest Control treatment & advice/enforcement
- Home Energy Conservation
- Planning policy advice
- Development control consultations
- Health promotion

**1.2.3. Environmental Protection**

1.2.3.1. Core Functions: -

- Pollution control – IPC and LAAPC permits to operate
- Noise nuisances
- Odour, dust and Light nuisances
- Foul sewerage and drainage
- Private sector housing standards
- Caravan site licence control
- Development control consultations
- Smoke control/nuisance

**1.2.4. Licensing**

1.2.4.1. Core Functions: -

- Premises licensing (alcohol & entertainment)
- Riding Establishments licensing
- Personal licences (to sell alcohol)
- Pet shop and dangerous wild animal
- Gambling Premises licenses
- Street trading licences

- Animal breeding and boarding licenses
- Taxi/private hire vehicles and drivers licensing
- Lotteries, door to door and motor salvage licensing

**1.2.5. Refuse and Recycling**

1.2.5.1. Core Functions: -

- Domestic collections
- Bulky household collections
- Enforcement, promotional and educational activities
- Kerbside dry recycling collections
- Domestic Clinical waste collections
- Development control consultations and planning policy
- Bring bank recycling
- Trade waste collection
- Waste strategy and policy inc partnership working
- Kerbside compostable collections
- Septic and cesspool collections

**1.2.6. Street cleansing & enviro-crime**

1.2.6.1. Core Functions: -

- Mechanical street cleaning
- Litter picking
- Abandoned vehicle control
- Litter and dog waste bin provision and clearance
- Fly-tipping
- Stray dog control
- Litter control
- Graffiti control and clearance
- Enforcement, promotional and educational activities

**1.2.7. Awarded watercourses**

1.2.7.1. Core Functions: -

- Mechanical and manual maintenance
- Flooding emergency response
- Land drainage - development control consultations and planning policy

**1.2.8. Home improvement agency**

1.2.8.1. Core Functions: -

- Mandatory Disabled facilities grants
- Home repair assistance grants
- Handy person scheme
- Benefits advice and sign-posting
- Technical, application support and advice service



## 2. Context

### 2.1. External Drivers

#### 2.1.1. National Enforcement Priorities

Widely welcomed five national enforcement priorities (and one time limited one) have been agreed by central government, four of which are regulated by Health & Environmental Services. Table one list those priorities together with why they are considered to be of high importance to the Nation. These will be reviewed by LBRO in due course but at present remain the same as last year.

Table 1: National enforcement priorities for Local authority regulatory services<sup>1</sup>

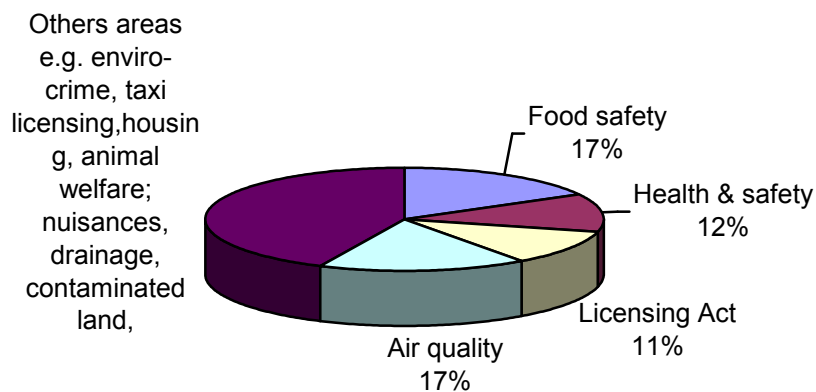
<i>National enforcement priority area</i>	<i>Why?</i>
Air Quality, including regulation of pollution from factories and homes	<ul style="list-style-type: none"> <li>• Contribution to tackling climate change</li> <li>• Damages health, quality of life and shortens life expectancy</li> <li>• Health impacts from particulates in 2005 cost £9.1 - £21 billion</li> <li>• Important issue for citizens and local authorities</li> <li>• Hugely politically important</li> </ul>
Alcohol, entertainment and late night refreshment licensing and its enforcement	<ul style="list-style-type: none"> <li>• 1 in 5 violent incidents in or around public houses</li> <li>• Up to 22,000 premature deaths per year related to alcohol consumption</li> <li>• 17 million working days lost through alcohol related absence</li> <li>• 35% of total A &amp; E costs are alcohol related</li> <li>• Public perception is that drunk, rowdy behaviour is getting worse.</li> </ul>
Hygiene of businesses selling, distributing and manufacturing food and the safety and fitness of food in the premises	<ul style="list-style-type: none"> <li>• A death a day arising from food business operations.</li> <li>• 1,467 cases of food borne disease per day</li> <li>• 33 hospitalisations per day</li> <li>• Considered a priority area by businesses and citizens</li> <li>• In 2005 poor standards cost the economy £900 million</li> </ul>
Improving health in the workplace	<p>In Local authority enforced sectors</p> <ul style="list-style-type: none"> <li>• 560,000 workers experience ill-health or illness caused by or made worse by their work.</li> <li>• 410 people per day start an episode of work-related illness</li> <li>• £360 - £610 million costs to employers of ill-health</li> <li>• Several £billion cost to economy each year</li> </ul>

As anticipated some of the national performance indicators for local authorities reflect these national enforcement priorities.

<sup>1</sup> Rogers Peter (2005) – National enforcement priorities for local authority regulatory services – Cabinet Office, London

It is believed that the service already reflects the need to prioritise the regulatory activity in the four national priority areas as indicated by the estimated full time equivalent staff allocated to them (figure two refers).

**Figure 2: Estimated number of FTE equivalent field staff allocated to national priority enforcement areas as proportion of total field staff employed**



### 2.1.2. Regulatory Reform Agenda

Fronted by the Prime Minister the Government has set in train a significant programme of regulatory reform. Gordon Brown sees this reform as essential to the Country's economic and social goals. Regulation provides essential protections to society and brings invaluable benefits. It can help businesses treat customers fairly while not standing in the way of effective competition, which drives greater choice and value for money. The Hampton Review in 2005 recommended a new approach to regulation with the emphasis on 'securing compliance' rather than routinely carrying out inspections. The language of risk-based regulation is growing in importance and will be a major driver on the service in the future. Fundamental to this approach is that the majority of businesses, which are complaint, will receive a lighter touch, meanwhile rogue businesses will be expected to face quick, meaningful and proportionate action and penalties.

The government has set up a new department under the first Secretary of State for Regulatory Reform placing the agenda at the heart of Government. The newly established statutory body, Local Better Regulation Office (LBRO), will issue best practice guidance to local authority regulators and look to drive up performance. The Government also accepted in full the recommendations of the Macrory Review of Regulatory Penalties, and has enshrined them within part 3 of The Regulatory Enforcement & Sanctions Act 2008.

### 2.1.3. New Legislation

#### 2.1.3.1. Regulatory Enforcement & Sanctions Act 2008

Stemming from the regulatory reform agenda, the Regulatory Enforcement and Sanctions Act received Royal Assent in July 2008. The effects of this Act are likely to be far reaching cutting across the majority of services provided by Health & Environmental Services. However as an enabling Act much of its impact will be felt

from the development of regulations to follow. Parts 1,3 and 4 of the Act came into effect on the 1<sup>st</sup> October 2008.

Part 1 places LBRO on a statutory footing with the functions of:

- i. Guidance to Local Authority regulatory services promoting adherence to the principles of better regulation
- ii. Advice to Ministers
- iii. Financial support and assistance to Local Authority regulatory services
- iv. Co-ordinating Local Authority regulatory functions through Primary Authority Principle.
- v. Revising and updating the National enforcement priorities

As a regulatory authority, Environmental health and licensing services at South Cambridgeshire DC has a duty to have regard to LBRO's guidance and the national enforcement priorities.

Part 3 provides regulators an extended toolkit of alternative civil sanctions as a more proportionate and flexible response to non-compliance. This will allow regulators to remove the financial benefit gained by businesses that deliberately seek to gain an advantage through non-compliance. The power to use these new sanctions will however only be granted by ministerial order following advice from LBRO on whether, in a particular field, local authorities in general are Hampton compliant. To date the necessary ministerial order has not been made.

Statutory Regulator's compliance code came into force on the 1<sup>st</sup> April 2008 – to promote effective and efficient approaches to regulatory enforcement and inspection. In working to the principles in the Code, Environmental health and licensing regulatory services at South Cambridgeshire should be operating effectively and efficiently, without imposing unnecessary burdens.

Part 2 will come into force on the 6<sup>th</sup> April 2009 establishing the Primary Authority scheme, the details of which are now being consulted upon, which aims to achieve consistency in enforcement for businesses, charities that operate in different local authority areas. A Primary Authority is a local authority that is registered by LBRO as having responsibility for giving advice and guidance to a particular business or organisation. As such any other Local Authority proposing to take any of a range of enforcement actions against that organisation must contact the Primary Authority first. The primary authority can block the action if it considers the action to be inconsistent with advice or guidance it had given to the organisation previously. The scheme does not apply to activities under the Licensing and Gambling Acts. LBRO is able to adjudicate in matters of disagreement between the relevant authorities.

Although it is difficult at this moment to predict it is likely that South Cambridgeshire Environmental Health will be requested to act as the Primary Authority for Subway and Kidds Unlimited. The resource take this will require is difficult to assess without the detailed guidance however it is anticipated that this may be substantial.

#### **2.1.3.2. Government proposals following Bristol Report<sup>2</sup>**

In response to the Bristol University report the Government has agreed to a phased increase the mandatory disabled facility grant (DFG) limit from £25,000 to £50,000. In 2008 the limit rose to £30,000 but is unlikely to rise again in the short term. In addition it is unlikely that any further changes over the next few years will be made to consolidate the existing test of resources with the system with the Fairer Charging for

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<sup>2</sup> DCLG (2007); Disabled Facilities Grant programme: The Government's proposal to improve programme delivery. London. The Stationery Office

Care services principles. It is believed that the current level of DFG funding will need to be increased in 2011/12 to meet the demand and potential increases in the mandatory thresholds.

#### **2.1.3.3. The Private Water Supplies (England) Regulations 2008**

An important policy objective is to ensure that everyone who uses or consumes water from a private water supply can be assured of its quality and safety. In line with the better regulation agenda, DEFRA are consulting on how to update the existing legislation to bring it more in line with the requirements of EU Directive 98/83/EC. This will require all of our 139 private water supplies to be individually risk assessed for potential public health impact over a five-year period. Implementation is anticipated to be sometime in 2009. Given the Authority will have five years to carry out the task it is considered that these requirements can be met within existing resources.

#### **2.1.3.4. Taxi Licensing Reform**

The Government has for the devolved administration for Northern Ireland put onto the statute books a proposal for amalgamating the licensing regimes covering Hackney carriages and private hire vehicles. They have asked Local Authorities and the Trade to put together a set of proposals for their consideration. South Cambridgeshire's Licensing Officer is a member of the taxi licensing reform working party tasked with this project. Amalgamation would be at least three years away and would be beneficial in updating antiquated legislation and lead to improved clarity and efficiency of the licensing process.

#### **2.1.3.5. Licensing Act 2003 Review**

A minor change to the Licensing Act 2003 is likely to come force in 2009 covering the requirement for village halls to have a premises supervisor when selling alcohol. Early discussions are also being held on whether a size threshold should be applied to premises requiring entertainment licensing. This would have far reaching implications for South Cambridgeshire's community and the progress of this initial proposal needs to be carefully tracked.

#### **2.1.3.6. Implementation of the Services Directive**

Described as a genuinely market opening measure, the EU Services Directive takes effect from 28<sup>th</sup> December 2009. It aims to make it easier for businesses to set up in another Member state or to provide services across borders or on a temporary basis. The Department for Business, Enterprise and Regulatory Reform (BERR) is charged with implementing the Directive, but many practicalities are expected to affect Local Authorities, for example:

- Applications for certain licences granted by LA's will have to be possible on line including payment.
- Associated adjustments to LA websites will be needed and they will have to be kept up to date
- Local laws and policies especially those relating to fees will have to be screened against the Directive
- Applications will have to be dealt with within specified timescales if tacit authorisation is not to be given.
- LA's will need to respond to enquiries from, and liaise with regulators in other Member States

It will therefore be necessary to ensure that our software systems are fully web enabled.

### **2.1.3.7. The Pitt Review and Proposed Floods and Drainage Bill**

For years SCDC's responsibilities for flooding and surface water management have remained largely unchanged. However, primarily as a result of the floods that affected large parts of the country last summer, this period of stability is set to come to an end. The Sir Michael Pitt has published his final report into those floods and the Government is now considering his recommendations.

Whilst it is difficult at this stage to provide clarity as to what Sir Michael's recommendations will mean to SCDC, his recommendations considered of direct relevance include:

*Recommendation 12:* All local authorities should extend eligibility for home improvement grants and loans to include flood resistance and resilience products for properties in high flood-risk areas (potential financial budget bid in 2010/11)

*Recommendation 13:* Local authorities, in discharging their responsibilities under the Civil Contingencies Act 2004 to promote business continuity, should encourage the take up of property flood resistance and resilience by businesses.

*Recommendation 14:* Local Authorities should lead on the management of local flood risk, with the support of relevant organisations.

*Recommendation 15:* Local authorities should positively tackle local problems of flooding by working with all relevant parties, establishing ownership and legal responsibility.

*Recommendation 16:* Local authorities should collate and map the main flood risk management and drainage assets (over and underground), including a record or their ownership and condition.

*Recommendation 19:* Local authorities should assess and, if appropriate, enhance their technical capabilities to deliver a wide range of responsibilities in relation to local flood risk management.

*Recommendation 20:* The Government should resolve the issue of which organisations should be responsible for ownership and maintenance of sustainable drainage systems (SUDs).

*Recommendation 26:* The Government should develop a single set of guidance for local authorities and the public on the use and usefulness of sandbags and other alternatives, rather than leaving the matter wholly for local discretion.

*Recommendation 28:* The forthcoming flooding legislation should be a single unifying Act that addresses all sources of flooding, clarifies responsibilities and facilitates flood risk management.

As a result of Sir Michael's interim report the Government has already announced its intention of introducing a draft Floods and Water Bill for consultation in 2009. The detailed provisions of the Bill are being scoped but they will reflect Sir Michael's recommendations and the Bill will be designed to cover:

- The legislative and institutional framework within which flood risk management is delivered in England. It is unclear how this will affect the Acts governing the Awards.
- The simplification and streamlining of flood risk management legislation including the interrelationship of roles and responsibilities between Environment Agency, Local Authorities, Internal Drainage Boards, and Government.

### **2.1.4. Other External Influences**

#### **2.1.4.1. Economic Down-turn**

There are a number of potential impacts on the service that may result from the economic downturn now affecting the Country. Some of these relate to the slowing

of housing growth mentioned in section 2.1.5.1. However other possible affects may include:

- ❖ Increased levels of anti-social behaviour, fly tipping, graffiti etc
- ❖ The level of regulatory compliance
- ❖ Increases in fuel poverty
- ❖ Deterioration in housing conditions
- ❖ Increased grant and loan applications
- ❖ Increased abandoned vehicles (if scrap metal price falls)
- ❖ Budget impacts especially on income generating services

These potential affects have yet to materialise. Some policies/changes have recently been implemented which should mean that the services are better placed to mitigate and/or deal with these e.g. employment of an assistant environment enforcement officer; grants for replacement boilers and renewable energy; loans for Cat 1 hazards; new contract for removal of abandoned vehicles. The services involved will need to monitor the situation carefully so that they are in a position to mitigate and/or deal with these.

#### **2.1.4.2. Scores on the Doors - National Scheme**

The Food Standards Agency is currently consulting on a national Scores on the Door's scheme. Their original proposal was based on a scoring system substantially different from that currently operated by the majority of local authorities including South Cambridgeshire. Indications are that as a result of consultation and lobbying by local authorities the national scheme will mirror the 5 star scheme operated in South Cambridgeshire.

#### **2.1.4.3. Waste Management Research**

A report on the health impacts of alternate weekly refuse and recycling collection is due to be published in the autumn of 2008. In addition noise and manual handling health and safety concerns have been raised with kerbside source separation of glass and weight of kerbside boxes. The outcome of both these matters is unknown at present but their findings will have to be considered as part of the strategic procurement options appraisal work now being undertaken.

#### **2.1.4.4. Introduction of further Air Quality Objectives**

Consultations are already being held into the introduction of a new air quality objective for PM<sub>2.5</sub> and an exposure reduction approach. Progress of these proposals will need to be monitored throughout the year.

### **2.1.5. Local Demands**

#### **2.1.5.1. Housing Growth & Demographic changes**

The effects of the credit crunch are expected to lead to a substantial downturn in the housing completion rate, as detailed in table 2, especially up to and including 2011/12, from that predicted last year. The District will still see its population grow but the growth rate and timing of that growth has altered. As a result the need for further investment in for example refuse collection vehicles will be able to be put back from that anticipated in last years plan. However, growth has already exerted pressure on services and budget increases in the refuse and recycling service will be required in 2009/10 to deal with these.

Alongside the population growth commercial and public facilities will also grow to service the greater population. The new town of Northstowe will look and feel

different to any other settlement in South Cambridgeshire and may require a different service delivery model from that provided today.

Table 2: Anticipated Housing and Population trajectory to 2016

Financial Year	Trajectory (as at 2008)	Trajectory (as at 2007)	Variance (on 2007)	Population (at 2.3 persons per household)
2007/8	1291	1528	-237	2969.3
2008/9	625	1420	-795	1437.5
2009/10	809	1483	-674	1860.7
2010/11	1109	1346	-237	2550.7
2011/12	1564	1708	-144	3597.2
2012/13	1797	1788	9	4133.1
2013/14	1960	1478	482	4508
2014/15	1670	1532	138	3841
2015/16	2055	1572	483	4726.5
Total	12880	13855	-975	29624

In addition to this the age structure of the population in South Cambridgeshire is still expected to alter with a greater proportion in the 65 year plus age bands. This is likely to have a differential impact on some of our services especially around nuisance complaints; assisted collections, clinical waste collections and disabled facility grant referrals.

#### **2.1.5.2. Review of Home Improvement agencies**

Supporting People in Cambridgeshire initiated a review of the Home Improvement Agencies across Cambridgeshire. One of the main outcomes of this review is likely to be the setting up of a commissioning group and the progression of a competitive tendering process for HIA services in Cambridgeshire. Different delivery models will need to be appraised but the current model of delivery will remain until 1<sup>st</sup> April 2011 to allow for the preparations for competitive tendering. However the PCT has reduced its funding to SCDC in 2009/10 by £4,000 and is unable to commit beyond this point.

#### **2.1.5.3. Housing Futures**

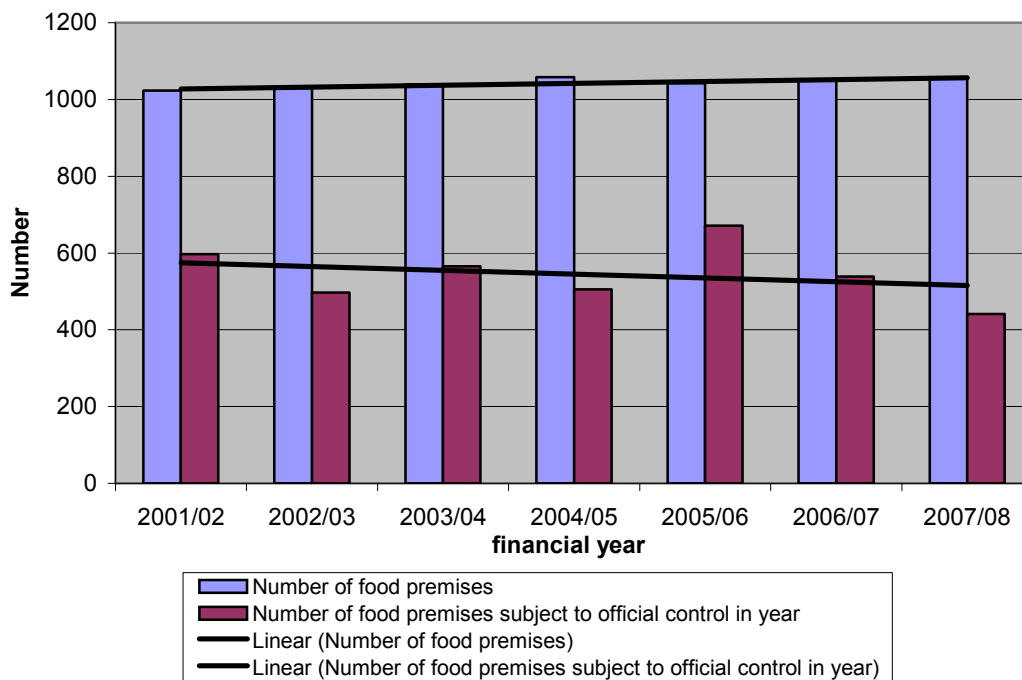
Whatever the result of the housing futures project is, its affects will be far reaching e.g. increased referrals of disabled facility grants, financial and staff, depot size, services provide for housing, emergency response capabilities etc. Officers within Health & Environmental services will need to ensure that they continue to liase with the project team to ensure these potential impacts are known and taken into account in future service planning.

#### **2.1.5.4. Activity Demands on the Service**

In line with the growth agenda and as exemplified by the food control statistic (figure 3 below) we are seeing a gradual increase in the number of commercial establishments. This growth can currently be accommodated within existing resources following efficiency improvements agreed from changes to the regulatory regime allowing environmental health practitioners to deal with low risk premises by alternative strategies other than by inspection.

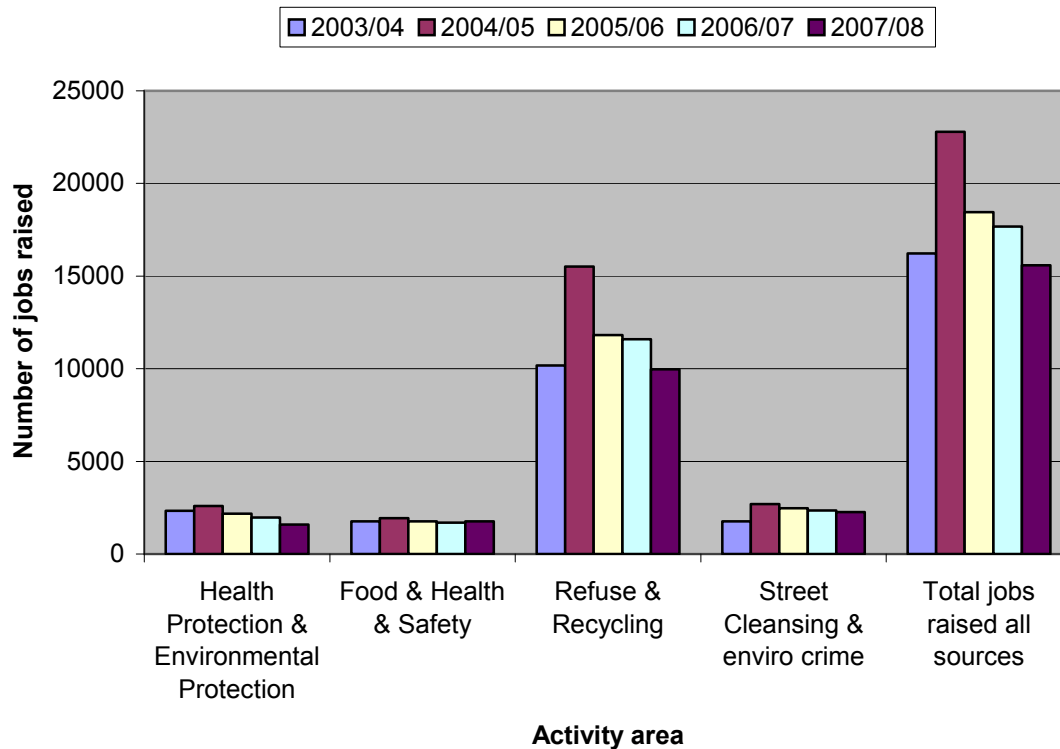
Reactive activity across the various service areas in figure 4 above remains reasonably stable, except in refuse and recycling where the number of requests for service are declining. The large increase in activity in 2004/05 coincides with the changes made to the refuse and recycling service.

Figure 3: Food control in South Cambridgeshire



Source: Food Standards Agency Returns: Table 2.1 Food hygiene - Compliance with inspection programme 2001/02 to 2007/08

Figure 4: Reactive activity in year by area



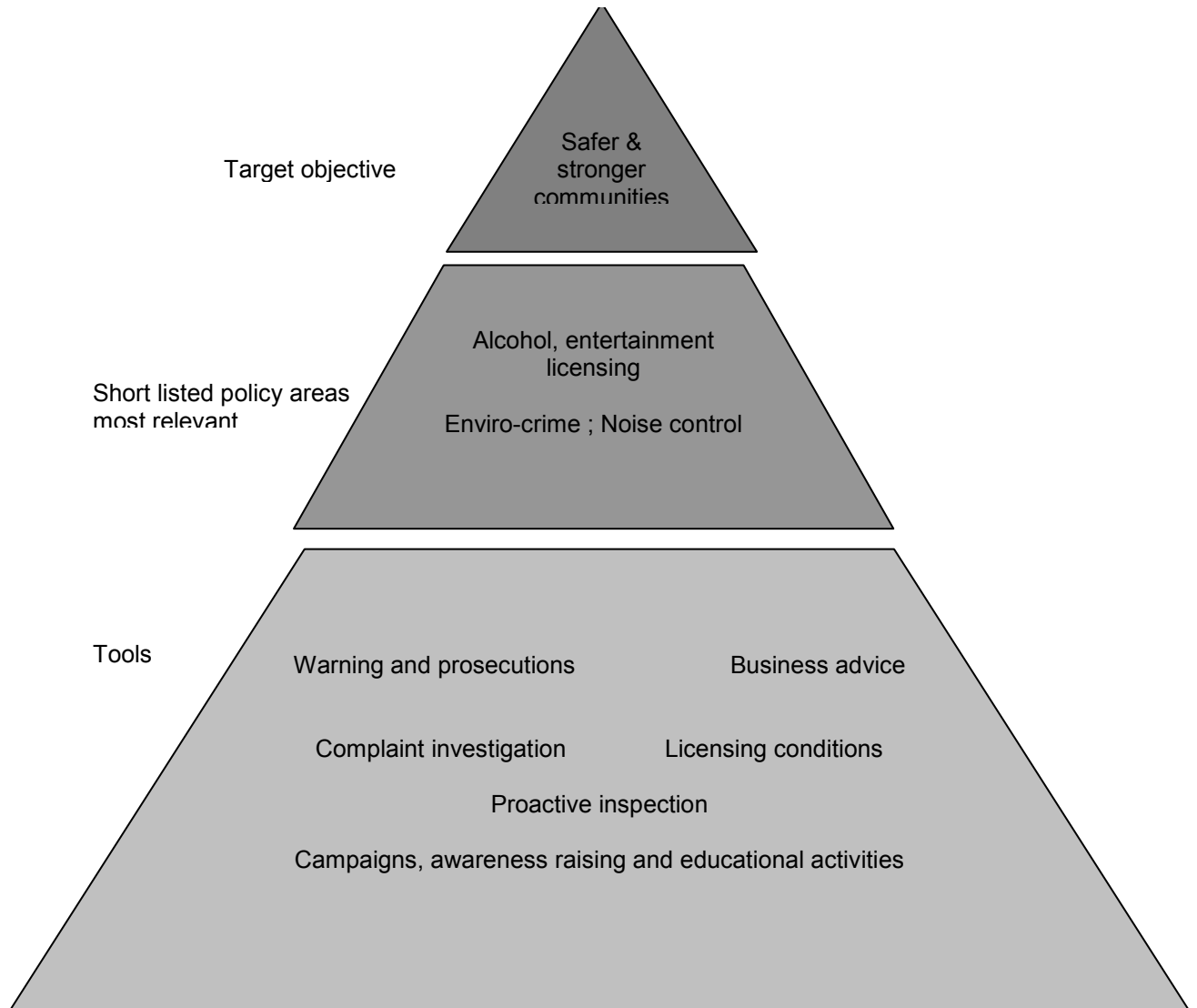
Source: Performance reports Proactive SCDC 2003/04 to 2007/08



**2.1.6. Cambridgeshire’s Local area Agreement and South Cambridgeshire’s Community Strategy /LSP Draft Strategic Objectives**

Local Area Agreement’s (LAA’s) are about the local delivery of better standards, with more partners, and outcomes geared to communities. Regulatory services have not always had a high enough profile in LAA’s yet their contribution can be very great. Figure 5 below demonstrates how enforcement activity can contribute to the outcomes of the ‘Safer and stronger communities’ block<sup>3</sup>.

Figure 5: Example of enforcement contributing to safe and stronger communities



The Cambridgeshire LAA has recently been agreed and includes targets where Health & Environmental Services will have a considerable contribution to make especially surrounding anti-social behaviour, business satisfaction with regulatory services and public health matters around smoking, obesity, alcohol and health inequalities.

<sup>3</sup> Rogers Peter (2005) – National enforcement priorities for local authority regulatory services – Cabinet Office, London

Targets of direct relevance in the Cambridgeshire Together Local Area Agreement include:

- NI 17: Perceptions of anti-social behaviour
- NI 56: Obesity among primary school children
- NI 120: All age all cause mortality rate
- NI 123: 16+ current smoking prevalence
- NI 131: Delayed transfers of care from hospital
- NI 172: % of businesses showing growth
- NI 182: Satisfaction of businesses with local authority regulation
- NI 186: Per capita emissions of CO2 in the area
- NI 188: Adapting to climate change

The South Cambridgeshire Local Strategic Partnership is in the process of agreeing the strategic objectives and priorities to be included in the Sustainable Community Strategy. These reflect the Councils own Aims and Approaches. It is anticipated that the Health & Environmental service policy areas will contribute to the following proposals.

	<b>Strategic Objectives</b>		<b>Priorities</b>
1	<b>Active, healthy and inclusive communities</b> where residents can play a full part in community life, with a structure of thriving voluntary and community organisations.	c	Tackling health inequalities by ensuring that health needs are met, particularly in relation to the health of Travellers and new migrant populations
		d	Promoting independence for older people and reducing falls in older people
		e	Preventing obesity through promoting healthy eating, physical activity and mental health and well-being
		g	Meeting housing need through the provision of new affordable housing and adaptations to existing housing in established communities
		j	Promoting sustainability for the benefit of the local and global environment
2	<b>Safe and clean communities</b> where residents do not feel vulnerable or isolated and need not fear crime or anti-social behaviour.	b	Reducing levels of crime and anti-social behaviour including hidden crimes such as domestic violence
		d	Reducing the harm from alcohol and other substance misuse
		e	Reducing the fear of crime
		f	Protecting and enhancing the environment and cleanliness of our communities
		g	Promoting smoke free environments and reducing the number of people who smoke
3	<b>Building successful new communities</b> , where developments include affordable homes to meet local needs and form attractive places where people want to live, and which are supported by a full range of quality services and social networks.	d	Ensuring good health and mental well-being through the delivery of joint service provision and community development
4	<b>A sustainable infrastructure and</b>	c	Seeking to minimise climate change through promoting a low energy future and minimising waste

<p><b>environment</b> with good transport links and access to the countryside of the district, which is itself protected and improved, and with sustainable measures, which minimise waste and tackle climate change.</p>	f	Supporting the start-up and development of new businesses and social enterprises
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Targets within the Sustainable Community Strategy of direct relevance to Health & Environmental Services are:

- NI 119 Self reported measure of people's overall health & well-being
- NI192 Household waste recycled and composted
- NI195 Improved street and environmental cleanliness (levels of graffiti, litter, detritus and fly-posting)
- NI196 Improved street and environmental cleanliness – Fly tipping
- % people who feel safe when outside in their local area after dark

## 2.2. Key Partners

Key partners are wide ranging, involving joint contracting and partnership working through shared services, staff and 'virtual' approaches. Partnership working influences the way we deliver services and can bring many benefits provided the right approach and effort is expended. An audit of key strategic/high level external partnership arrangements has just been undertaken. The RECAP waste partnership has been ranked in the top ten council partnerships. It has achieved Beacon Status and has been extremely successful in ensuring the best value for the council taxpayer of Cambridgeshire. The Improving Health Partnership and the Countywide Health & Well-being partnerships, under the LSP and LAA structures respectively are also seen as key partnerships.

Other key partners and partnerships include:

- *Central Government departments* – Department of Communities and Local Government, Cabinet Office, DEFRA, Home Office, Department of Health
- *Central Government agencies/bodies* – Food Standards Agency, Health & Safety Executive, Local Better Regulation Office, Environment Agency, Health Protection Agency.
- *Councils* – Cambridgeshire & Peterborough Association of Local councils, Parish Councils, Cambridgeshire County council, Cambridge City Council, Huntingdon District Council, Fenland District Council, East Cambridgeshire District Council, Internal drainage boards.
- *Health related-* Cambridgeshire primary care Trust, NICE, Cambridgeshire Tobacco Control Alliance, Ambulance Trust,
- *Crime and criminal justice related* – Cambridgeshire Constabulary, Probation service; Trading Standards
- *Contractors-* Donarbon, Veolia, Pearsons, Waste recycling Group, Charlton recycled Autoparts Ltd, NETCEN, Transparency data, Northgate.

### 2.3. Internal Drivers

The Council continues to undergo a period of substantial change. A number of corporate initiatives will have a substantial bearing on the way the service is delivered i.e. Service First, performance management, communication strategy, housing futures, equalities to name but a few. The service will be expected to play its part in this agenda. Savings for 2009/10 onwards have been requested, in addition to the overriding requirement that services look for efficiencies in everything they do. This is aligned to the requirement to find 3% Gershon savings.

The Members have just revised and published their Vision, revised Aims, Approaches and actions for 2009/10 onwards. Those that have a direct relevance to Health & Environmental services include:

#### COUNCIL VISION

*We will make South Cambridgeshire a safe and healthy place where residents are proud to live and where there will be opportunities for employment, enterprise and world –leading innovation. We will be a listening Council, providing a voice for rural life and first-class services accessible to all.*

<b>[AIMS]</b>		
<b>A. WE ARE COMMITTED TO BEING A LISTENING COUNCIL, PROVIDING FIRST CLASS SERVICES ACCESSIBLE TO ALL.</b>		
<b>[Approaches]</b> We will do this by	<b>[Actions]</b> We will	
ii. working with voluntary organisations, Parish Councils and Cambridgeshire County Council to improve services through partnership	1. work with voluntary organisations to establish a relationship with hard-to-reach and vulnerable residents	lead member Simon Edwards
iii. making South Cambridgeshire District Council more open and accessible	2. work with voluntary groups to provide information and advice at events in 20 villages a year by 2010	Mark Howell
iv. achieving improved customer satisfaction with our services	3. establish a system of satisfaction surveys by May 2010, that will be used to improve all the services that we provide	Simon Edwards
<b>B. WE ARE COMMITTED TO ENSURING THAT SOUTH CAMBRIDGESHIRE CONTINUES TO BE A SAFE AND HEALTHY PLACE FOR YOU AND YOUR FAMILY</b>		
We will do this by	We will	lead member
ii. working with partners to combat Anti Social	2. carry out a review by 2010 of the provision and effectiveness of existing	Ray Manning

<p>Behaviour</p> <p>iii. promoting active lifestyles and increasing opportunities for sport and recreation to improve the health of all age groups</p> <p>iv. understanding where health inequalities exist and focussing on areas of need</p>	<p>CCTV in the District</p> <p>5. increase the number of residents taking up sport or formal exercise by 1% in 2009</p> <p>6. work closely with partners including NHS Cambridgeshire to identify and target key groups and provide increased opportunities for sport and recreation for the most vulnerable groups</p>	<p>David Bard</p> <p>David Bard</p>
<p><b>C. WE ARE COMMITTED TO MAKING SOUTH CAMBRIDGESHIRE A PLACE IN WHICH RESIDENTS CAN FEEL PROUD TO LIVE</b></p>		
<p>We will do this by</p> <p>i. working with local residents to promote community cohesion and addressing the needs of the most vulnerable in the community</p> <p>ii. extending and encouraging the use of recycling opportunities</p> <p>iii. working to improve the cleanliness of our villages</p>	<p>We will</p> <p>3. working with other agencies, adopt a revised Gypsy and Travellers policy by June 2009</p> <p>4. extend plastic bottle recycling so that all villages and schools are served by 2010</p> <p>5. introduce further opportunities for businesses to recycle their waste</p> <p>6. by 2009 establish a programme of at least 10 Community Clean Up events per year throughout the District</p> <p>7. on top of our regular litter picks, improve the verges alongside the A14 and A11 by in depth Spring and Autumn litter picks</p> <p>8. install and empty litter bins at our 10 dirtiest lay-bys on the major roads into and out of the District</p> <p>9. in addition to our regular street cleaning activities improve the appearance within 10 of our larger villages by increasing the amount of street cleaning that is undertaken</p> <p>10. introduce our own Best Kept Village Competition</p>	<p>lead member</p> <p>Mark Howell</p> <p>Sue Ellington</p> <p>Sue Ellington</p> <p>Sue Ellington</p> <p>Sue Ellington</p> <p>Sue Ellington</p> <p>Sue Ellington</p> <p>Sue Ellington</p>

iv. taking account of climate change in all the services that we deliver	11. have a Climate Change Action Plan in place by 2010	David Bard
<b>D. WE ARE COMMITTED TO ASSISTING PROVISION FOR LOCAL JOBS FOR YOU AND YOUR FAMILY</b>		
We will do this by i. working closely with local businesses  ii. promoting economic development	We will 1. set up a Business Forum and introduce a series of regular Business Breakfast meetings in the District by 2009  2. support businesses to comply with the law while targeting those who flout it  3. promote the development and uptake of business space already allocated in the District	lead member  David Bard  Sue Ellington  David Bard
<b>E. WE ARE COMMITTED TO PROVIDING A VOICE FOR RURAL LIFE</b>		
We will do this by iv. maximising planning gain for neighbouring communities	We will	lead member

**COUNCIL VALUES**

The Council has set values that will drive the behaviours that underpin the three A's above as: -

- ❖ Customer Service
- ❖ Commitment to improving Services
- ❖ Trust
- ❖ Mutual Respect

**2.4. Strengths and Weaknesses**

A SWOT analysis has been undertaken taking into account the external and internal drivers and performance of the services. Table 3 represents the main conclusions from this assessment.

Table 3: Main Strengths, Weaknesses, Opportunities and Threats

<p><b>Strengths:</b></p> <ul style="list-style-type: none"> <li>• Customer service quality circle</li> <li>• Emphasis on the four National enforcement priorities</li> <li>• Risk based approach adopted</li> </ul>	<p><b>Opportunities:</b></p> <ul style="list-style-type: none"> <li>• Enviro-crime website enhancements</li> <li>• Community strategy objectives</li> <li>• Risk based enforcement strategies</li> <li>• Local Better Regulation Office</li> </ul>
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<ul style="list-style-type: none"> <li>• Refuse and recycling performance</li> <li>• Net expenditure per head for core Env. Health services</li> <li>• Value for money refuse &amp; recycling services (SPARSE benchmark)</li> <li>• Refuse &amp; recycling productivity</li> <li>• Customer satisfaction and service; EH services; pest control; street cleaning, refuse collection</li> <li>• Partnership working</li> <li>• Improved abandoned vehicle removal arrangements and perceptions</li> <li>• Investors in People accreditation</li> <li>• Beacon status</li> <li>• Professional, highly trained and skilled workforce</li> <li>• Pollution control, licensing, Food &amp; health and safety performance</li> <li>• Low level staff sickness in EH</li> <li>• Ability to access external funding</li> <li>• Flexible staff</li> <li>• Air Quality website</li> <li>• Scores on the doors</li> <li>• Nationally recognised experts</li> </ul>	<ul style="list-style-type: none"> <li>• Housing and population growth and demographic changes</li> <li>• New performance framework</li> <li>• Review of Home Improvement Agencies</li> <li>• Customers quality of life factors i.e. clean streets, level of pollution, low level of crime</li> <li>• Efficiency requirements</li> <li>• Technology and ICT advances</li> <li>• Flexible and mobile working</li> <li>• Waste collection strategic procurement review</li> <li>• Members 3A's</li> <li>• Closer working with Business sector</li> <li>• Customer service standard</li> <li>• Trade waste recycling services</li> </ul>
<p><b>Weaknesses:</b></p> <ul style="list-style-type: none"> <li>• Website information and navigation</li> <li>• Street cleansing, detritus clearance and fly posting and graffiti removal performance</li> <li>• Customer satisfaction with local recycling facilities including tidiness; bulky household waste collections</li> <li>• Staff employed on core Env Health functions per 1000 population</li> <li>• Recruitment &amp; retention of EHO's.</li> <li>• CPC training for HGV drivers</li> <li>• Management capacity</li> <li>• Home Improvement Agency staffing resources to meet demand</li> <li>• Dog control service</li> <li>• Up to date Private sector stock condition information</li> <li>• Long term sickness levels in Environment operations</li> <li>• Dry recycling performance</li> </ul>	<p><b>Threats:</b></p> <ul style="list-style-type: none"> <li>• Staff/EHO ratio per 1000 population</li> <li>• Local Better Regulation Office</li> <li>• Primary Authority Principle</li> <li>• Government's response to Bristol report into DFG's</li> <li>• Housing and population growth and demographic changes</li> <li>• Efficiency requirements</li> <li>• Naming and shaming if do not perform</li> <li>• New software solution not performing as sold</li> <li>• Corporate aspirations and requirements</li> <li>• Depot size</li> <li>• Economic downturn impacts</li> <li>• Waste collection strategic option and Awarded watercourse tendering possible threat to staff morale and motivation.</li> </ul>

### 3. Service Objectives

As detailed in section 1.1 the service is made up of a broad set and intertwined set of sub-services and activities. Staff within each of these services have considered the objectives of each of their services and how they can be brought to together in one overall Statement of Purpose for Health & Environmental Services. In so doing they have ensured that the Statement of Purpose below reflects and fully embraces the Council's new 3A's (Aims, approaches and Actions) as in table 4 below. The service values also reflect those of the Council overall.

Table 4: Health & Environmental Services Statement of Purpose and Links to Corporate Aims & Approaches

<b>Health &amp; Environmental Services Objectives</b>	<b>Links with Council Aims</b>	<b>Links with Council Approaches</b>	<b>Links with Council Actions</b>
Health & environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:	A; B; C; D; E		
❖ <i>Protect and enhance the environment now and in the future</i>	C; D; E	Cv; Cvi; Cvii; Cviii; Di; Dii; Ei	C3; C4; C5; C6; C7; C8; C9; C10; D1; D2
❖ <i>Improve on the sense of health, safety and well being within our existing and future villages, communities and businesses</i>	B; C, E	Bi; Bii; C; Ei	B2
❖ <i>Safeguard and improve public health</i>	B; D	Biii; Biv; Di; Dii	B5; B6; C3; D1; D2
❖ <i>Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.</i>	A; B; E	Aii; Biii; Biv; Ei	A3; B5; B6; C3
<b>Values</b>			
❖ <i>High quality customer service to the public</i>	A; D	Di	D1
❖ <i>Target resources to areas of greatest risk/effect/change.</i>	A; D	Av; Dii	A4; D2
❖ <i>Provide sensible, clear, open, honest and fair decisions</i>	A; D	Aiv; Di	D1
❖ <i>To improve service to the public that represents best value</i>	A; D	Av; Di	D1
❖ <i>Be professional, consistent and equitable, showing mutual respect towards others.</i>	A; C; D	Civ; Di	C3; D2
❖ <i>Use common sense</i>	A; D		
❖ <i>To engage and listen and be responsive and flexible to people's needs</i>	A; C; D; E	Ai; Aii; Civ; Di; Eii	A1; A3; A5; C3; D1; D2
❖ <i>Set standards by which to be judged</i>	A; C; D	Dii	D2



#### 4. Progress/Performance Overview

##### 4.1. Overall Performance against Best Value Indicators and Local Indicators

The service's performance benchmarked against the national best value performance indicators and including trends over the last three years and is given in Appendix 1 together with performance trends against local performance Indicators.

The main issues to be highlighted from those tables are: -

Good Performing Areas	Average Performing Functions	Poor Performing Functions
<ul style="list-style-type: none"> <li>• Overall amount waste recycled/composted and amount of residual waste per household</li> <li>• Waste/recycling collection value for money</li> <li>• Pollution control improvements</li> <li>• Customer satisfaction with street cleanliness and household waste collection</li> <li>• Staff sickness levels in Env. Health</li> <li>• Refuse &amp; recycling collection dependability and customer services</li> <li>• General customer service including paying invoices and responsiveness</li> <li>• Food hygiene and health safety inspection of high risk premises</li> <li>• Dealing with contaminated land</li> <li>• Value for money of environmental health services</li> <li>• Staff vacancy rate</li> </ul>	<ul style="list-style-type: none"> <li>• Abandoned vehicles investigations within 24 hrs</li> <li>• Prompt removal of abandoned vehicles.</li> <li>• Dry recycling percentage of total weight collected</li> <li>• Cost of waste collection services</li> </ul>	<ul style="list-style-type: none"> <li>• Home Improvement Agency time taken to complete works</li> <li>• Street cleanliness (detritus); visible graffiti and fly-posting removal</li> <li>• Satisfaction with local recycling facilities (i.e. banks)</li> <li>• Range of dog control services</li> <li>• Level of sickness in environment operations staff</li> </ul>

Performance improvements of note over last year include: responsiveness in dealing with complaints; dealing with contaminated land; although much still needs to be done street cleanliness; and staff vacancy rate.

## 4.2. Customer Consultation & Satisfaction

Overall the service has seen some significant improvements in customer satisfaction and perceptions as detailed in tables 5 to 7 below. The draft results of the 2008/09 survey have only just become available and have not been included in the tables. The methodology used in the latest survey was considerably different from past surveys making comparisons problematical. However although, generally the services achieve high levels of customer satisfaction, early interpretation would suggest that customers were not as satisfied as they were in the past and in particular have not felt they received a full explanation as to the actions taken. On the positive side, as expected, with the introduction of the kerbside plastic recycling scheme and withdrawal of the plastic recycling banks, improved satisfaction results have been achieved with regard to recycling. Also improvements in perceived anti-social behaviour matters have been seen, the most dramatic of which being in the perception of problems with abandoned vehicles.

It is difficult to explain why satisfaction in street cleanliness has improved so much as measured by BV89 yet at the same time equal percentages of people felt things had either improved or got worse.

Early indications from the NI182 survey (satisfaction of businesses with local authority regulation services) show a generally good picture from both compliant and non-compliant businesses with an estimated 75% plus being satisfied.

Table 5: % Of Customers Who Felt The Service Had Got Better Or Worse Since 2003

	<b>Better</b>	<b>Worse</b>	
Kerbside collection of recycling	42%	7%	😊
Recycling Bank facilities	36%	6%	😊
Household waste collection	34%	15%	😊
Street and open space cleanliness	16%	14%	😞

Table 6: Satisfaction with Aspects of Refuse & Recycling, Environmental Health and Pest Control Services

	<b>Very/fairly satisfied</b>		<b>Fairly/very dissatisfied</b>	<b>Trend</b>
	<b>2003</b>	<b>2006</b>	<b>2006</b>	
<b>Household waste collection</b>				
Black bin	83%	86%	8%	↑
Cleanliness of street after collection	78%	85%	8%	↑
Bulky household waste collection	61%	53%	20%	↓
<b>Kerbside recycling</b>				
Recycling containers	73%	81%	13%	↑
Cleanliness of street after collection	78%	82%	10%	↑
Kerbside collection overall	76%	79%	13%	↑

<b>Recycling banks and other recycling facilities</b>				
Location	77%	75%	15%	↓
Items that can be deposited	73%	74%	16%	↑
With cleanliness and tidiness of site	67%	65%	20%	↓
	<b>2004/05</b>	<b>2006/07</b>		
<b>Environmental Health</b>				
Overall satisfaction	82%	86%		↑
Received full explanation as to action taken	77%	82%		↑
<b>Pest Control</b>	85%	97%		↑

Customers also indicated that low level of crime (anti-social behaviour and environmental crime), affordable/decent housing, clean streets and the level of pollution were important factors in affecting their quality of life. In addition they felt that clean streets and pollution improvements were needed to improve their local area.

Table 7: What Did Residents Consider To Be A Anti-Social Behaviour Problem In Their Area

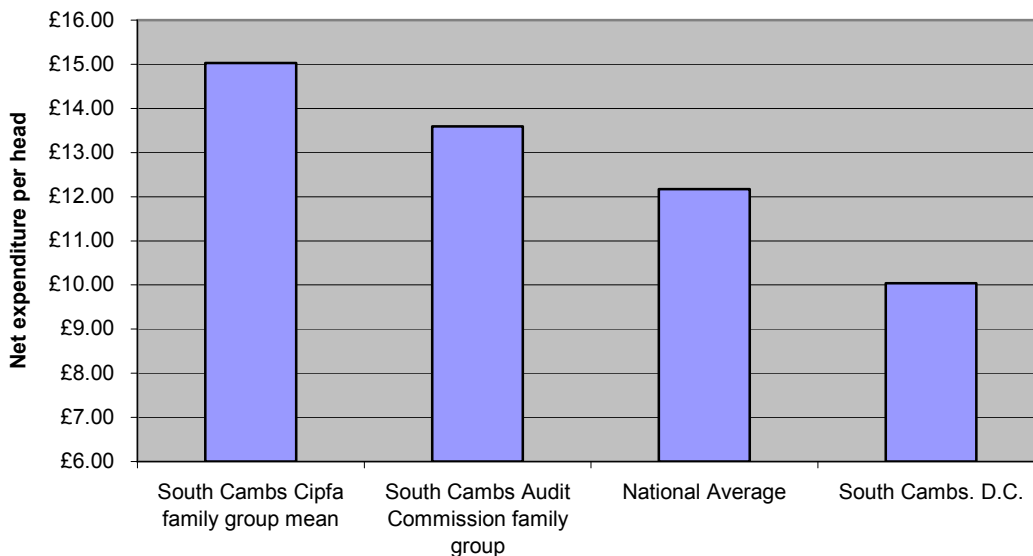
<i>Anti-social behaviour</i>	<i>Very big/big problem</i>		
	2003	2006	Trend
Rubbish and litter lying around	37%	28%	↑
Vandalism, graffiti and other deliberate damage to property or vehicles	48%	25%	↑
People being drunk or rowdy in public places	35%	14%	↑
Noisy neighbours or loud parties	13%	8%	↑
Abandoned or burnt out cars	48%	6%	↑

## 5. Value for Money Overview

### 5.1. Core Environmental Health Functions

The primary measure of value for money comparison for core Environmental Health functions is the net expenditure on Environmental Health per head of population. This can be benchmarked against our Cipfa and Audit Commission family groups, and the national average as in Figure 6 below. South Cambridgeshire's net expenditure in 2006/07 was substantially below the benchmark groups.

Figure 6: Net expenditure on EH per head 06/07 actuals

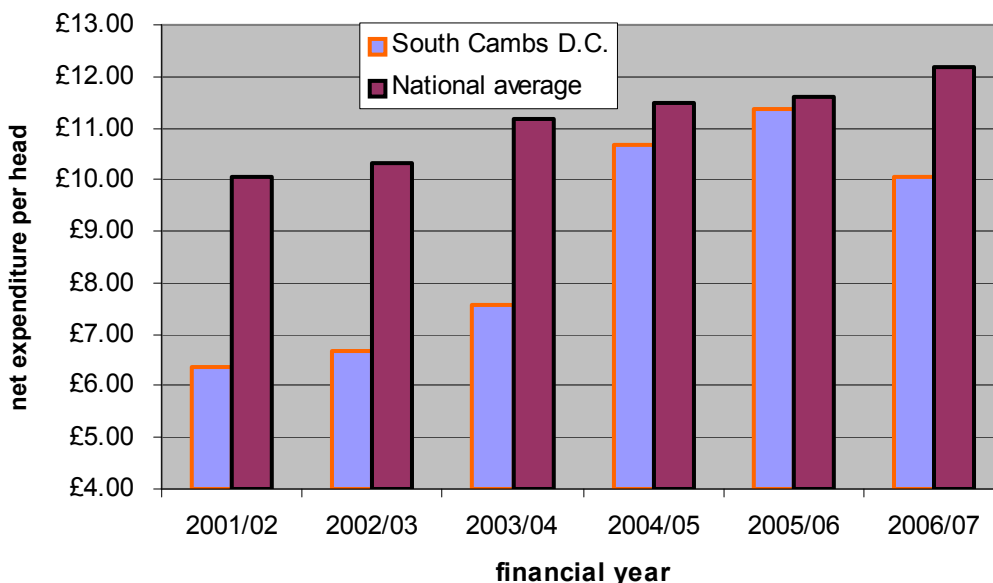


Source: CIPFA 2007; Environmental Health Statistics 2006/07 actuals; SIS ref 65.07; London

Given the reasonably good performance of the service against this low level of expenditure compared to our benchmarks the service can be said to offer good value for money.

Figure 7 demonstrates that although net expenditure has risen and the gap between the national average and South Cambridgeshire’s net expenditure has closed slightly up to 2005/06 the amount spent by South Cambridgeshire District Council per head remains substantially below the national average figure. Indeed last year expenditure per head dropped to below that spent in 2004/05, widening the gap with national average again.

Figure 7: South Cambs D.C. Net expenditure per head on EH compared to national average

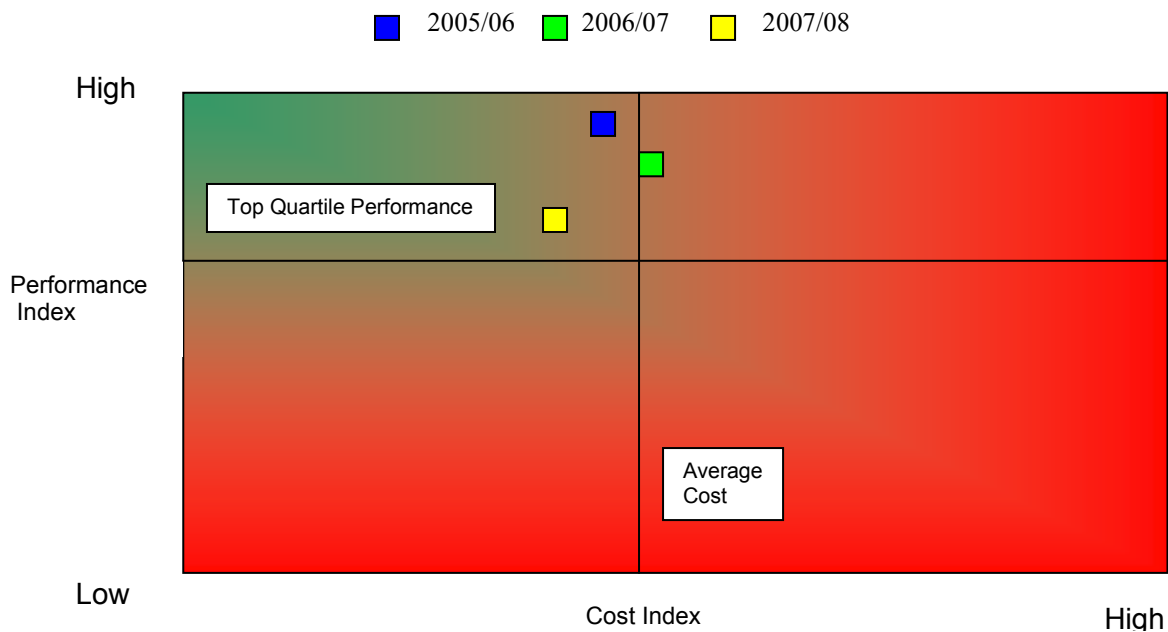


Source: CIPFA; Environmental Health Statistics 2001/02 to 2006/07 actuals; SIS ref 65.01 - 07; London

### 5.2. Waste Management Functions

South Cambridgeshire’s waste management services have been performance profiled against 76 other district council members in the SPARSE group. South Cambridgeshire DC had the 7<sup>th</sup> highest recycling rate of 122 predominately rural authorities<sup>4</sup>. This independent benchmarking group also undertook a value for money assessment for South Cambridgeshire’s waste management services the results of which are shown in figure 8. In 2007/08 South Cambridgeshire recycling services achieving top quartile performance at below average cost.

Figure 8: Value for Money analysis between composite performance and cost of recycling: 2005/06 and 2007/08



Source: SPARSE Profiling Service for South Cambridgeshire D.C, <http://www.rsnonline.org.uk/> Accessed February 09.

RSM Robson Rhodes as part of the 2005/06 waste management best value review undertook a detailed financial analysis of the service, which concluded that the service should review the procurement options available. This review commenced in 2008 and will go on into 2009. The main outcomes expected from the review are; cost effective & efficient service; high level of customer satisfaction; future flexibility to respond to external influences and minimising environmental impact.

### 5.3. Efficiency Measures and Proposals for Savings

Health & environmental Services has a very good track record in identifying and implementing efficiency and cost savings. The ability to do so is however getting increasingly difficult. The waste collection strategic option review, awarded watercourse tending and the Home Improvement agency review all currently in progress may provide further efficiency and cost savings. The proposal for the introduction of a trade waste cardboard recycling service has the potential to be an

<sup>4</sup> SPARSE Performance profiling service 2007/08 figures: available from [www.rsnonline.org.uk](http://www.rsnonline.org.uk)

income generator as has the increase expected in dry recycling tonnages via recycling credits.

Other potential cashable savings may be achieved by providing more training courses for businesses, reducing the frequency of portable appliance testing, improved procurement arrangements for equipment provided under DFG's, a focus on identifying houses in multiple occupation that require licensing and the introduction of the Best Bar None scheme. Non-cashable efficiency savings can be expected from mobile and remote working capabilities.

In addition to this the service has been requested to look for a further £50,000 of cashable savings. These have yet to be identified but managers will be considering where these made be found in 2009/10.

## **6. Workforce Overview**

### **6.1. Investors In People**

Health & Environmental Services was last re-accredited against the Investors In People standard in May 2006 and will have to re-accredited by May 2009 if it is to retain its status as an Investor in People service. Spending on training within the service as a percentage of the total environmental health salary budget has fallen to approximately 1.2%. Although lower than in previous years this is felt to be sufficient to meet all urgent and essential staff training and business needs of the service.

### **6.2. Staff Sickness and Vacancy Rate**

Staff sickness excluding environment operations remains relatively low 1- 3%. Sickness in environment operations, via good management techniques, dropped substantially from 11% – 12% to around 5% but in 2008/09 has grown again (mainly due to long term sickness) back to 10% - 11%.

The economic downturn may assist in the recruitment and retention of posts that have in recent years been difficult to recruit into e.g. HGV drivers and street cleansing operatives. It is not expected to assist with the recruitment and retention of qualified EHO's because of the national shortages and the movement to the private sector. Employment of Student EHO's on a bursary has helped but more needs to be done as this Bursary is no longer attractive to the best students as it no longer covers the cost of living. The service is therefore looking to increase this Bursary to £10,000.

The age profile of the work force has become more balanced with less coming close to retirement however there are still a number of employees expected to retire in the next few years that will need replacing. Although retention is not so problematical, once vacant it has taken a considerable amount of time to recruit into these positions due to local and national labour force shortages and other conditions surrounding these groups of worker. Managers have worked hard to reduce this downtime. Currently the staff vacancy rate is very good but this will need to be carefully monitored to ensure this remains the case.

The service will continue to provide in house training schemes and has bid for CPC training funds for HGV drivers to ensure the Council has sufficient to meet the needs.

### **6.3. HGV Drivers Certificate of Professional Competence**

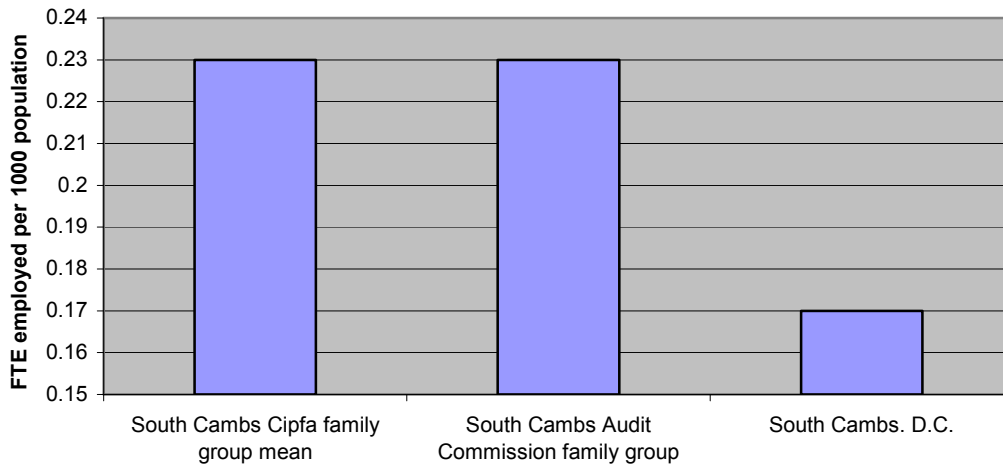
From September 2009, under The Vehicle Drivers (CPC) Regulations 2007, all drivers of vehicles exceeding 7.49 tonnes gvw will need to carry a card proving they have undertaken drivers CPC training. If the Council does not provide this training

then there is a real risk that the authority will struggle to employ sufficient drivers to provide its services.

**6.4. Staffing Benchmarks**

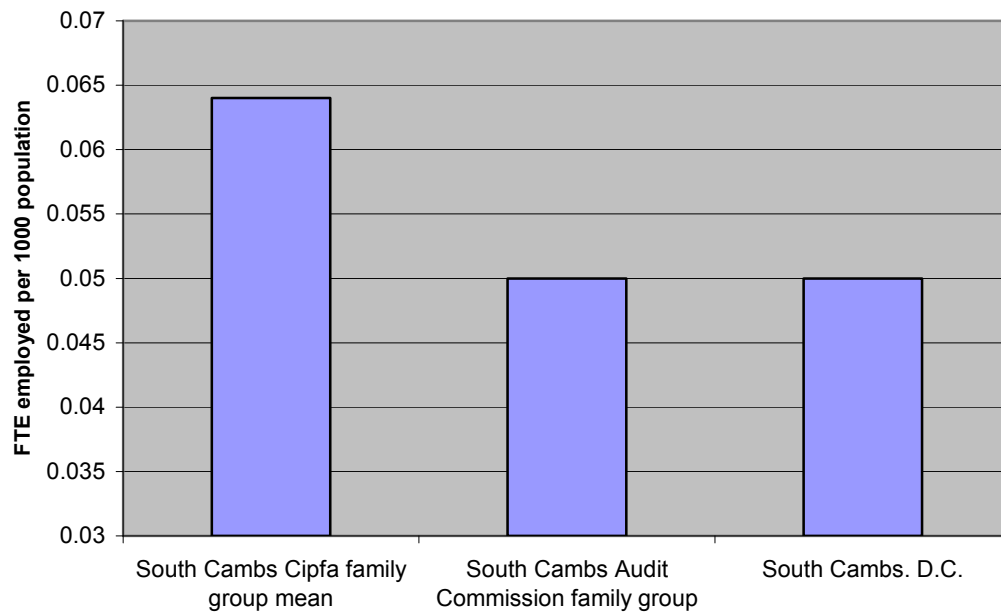
A good benchmark of staffing resources employed is the number of staff employed as a rate per 1000 population. The rate of staff and EHO's employed on core environmental health functions per 1000 population has fallen since 2001. As demonstrated by Figures 8 and 9 in 2006/07 it remains below our benchmarked family groups. The rate of staff employed on core environmental health functions gap with our family groups widened in 2006/07.

Figure 8: Staff employed on core Env. Health Functions per 1000 population (06/07 Actuals)



Source: CIPFA 2007; Environmental Health Statistics 2006/07 actuals; SIS ref 65.07; London

Figure 9: EHO's employed per 1000 population 06/07 actuals



Source: CIPFA 2007; Environmental Health Statistics 2006/07 actuals; SIS ref 65.07; London

The pace of population growth in the district is uncertain however in order to ensure that this rate gap does not grow further field staff members will need to be employed as the population increases. This was expected to be one every two years, starting in 2009/10, and including an EHO every four years, commencing in 2011/12. In the short term although the gap with our family groups has widened in 2006/07, the credit crunch means that the planned programme of recruitment can be delayed one year until 2010/11. The activity profiles in section 2.1.4.3 provide further confidence that this can be accommodated without negatively effecting service provision or customer expectations.

## **7. Equalities Overview**

The Council has achieved equalities standard level one in 2007/08 and is looking to progress to level 2. Health & Environmental Services will make a contribution to the consultation and scrutiny of the comprehensive equality policy and will implement equality impact and needs/requirements assessments initially for the services and policies with greatest impact. Waste collection, improvement grants, health improvements/inequalities, food safety and licensing are considered high priority services for assessment. Houses in multiple occupation, housing regulation and Health & safety regulation have been deemed a medium priority with enforcement policy, out of hours service, environmental complaints, pest control, street cleansing, emergency planning and awarded watercourses placed in the low priority category. All new policies presented will be equality Impact assessed and From 1<sup>st</sup> April 2009.

## **8. Safeguarding of Children & Young People**

Health & Environmental Services is committed to the safeguarding of children and young people and will ensure that all staff are aware of the need to be vigilant and can easily and quickly report any concerns about the safety or well being of a child or young person to a designated officer. Managers throughout the service will give the safeguarding of children and young people a high profile and where appropriate specific actions are included in operational plans for relevant service areas. Staff in the Home Improvement Agency have already undertaken specific training on dealing with vulnerable people.

## **9. Risk Overview**

The Health & Environmental Services risk register is attached at Appendix 2. This provides an analysis of the major risks affecting the service over the next 12 months and is built from much of the preceding commentary. The greatest risks to the service revolve around depot size, management capacity, IT infrastructure, the better regulation agenda and tendering processes. Actions have been proposed to reduce and manage these risks within the change and improvement plans that follow. The links to these are shown in table 8.



Table 8: Actions proposed to manage the identified risks

Risk Number	Short Title/description	Action/Change/Improvement proposed
13	Depot size	<ul style="list-style-type: none"> <li>• Continue discussions on possible depot move and bid for moving costs in 2010/11</li> <li>• Pedestrian/ vehicle separation works implemented</li> <li>• Dependant on outcome of Housing futures and PFI project works.</li> <li>• Additional permanent refuse collection rounds delayed</li> </ul>
22	EU Services Directive	<ul style="list-style-type: none"> <li>• Procurement of new she workflow software</li> <li>• Engagement of corporate project group to oversee implementation including policy and local law screening.</li> </ul>
15	Staff perception of a Council wide privatisation agenda	<ul style="list-style-type: none"> <li>• Improved local Communication with staff involved</li> </ul>
16	Management Capacity to meet demands	<ul style="list-style-type: none"> <li>• Bid for employment of business manager</li> <li>• Senior management informed</li> </ul>
11	Meeting air quality A14 corridor	<ul style="list-style-type: none"> <li>• Implementation of air quality strategy</li> <li>• Agreement and implementation of air quality action plan for A14 corridor</li> </ul>
21	Savings requirement	<ul style="list-style-type: none"> <li>• Managers considering proposals which will be individually risk assessed</li> </ul>
10	Disabled facility grant demand	<ul style="list-style-type: none"> <li>• Bid to re-instate post of Assistant Surveyor in HIA unit</li> <li>• Assessment of the existing capital budget provision indicates this should be sufficient until 2011/12</li> <li>• Risk of increased mandatory limit receding in short term</li> </ul>
6	Primary Authority implementation demands	<ul style="list-style-type: none"> <li>• Awaiting results of Govt. consultation</li> <li>• Two businesses likely to request.</li> </ul>

<b>OPERATIONAL PLAN: Food &amp; Health &amp; Safety Service</b>	
<b>Relevant Council Aim/s:</b>	
<ul style="list-style-type: none"> <li>A. We are committed to being a listening council, providing first class services accessible to all.</li> <li>B. We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family</li> <li>C. We are committed to making South Cambridgeshire a place in which residents can feel proud to live</li> <li>D. We are committed to assisting provision for local jobs for you and your family</li> </ul>	
<b>Relevant Council Approach/es:</b>	
<ul style="list-style-type: none"> <li>• Listening to and engaging with our local community</li> <li>• Working with voluntary organisations, parish councils and Cambridgeshire county council to improve services through partnership</li> <li>• Making South Cambridgeshire District Council more open and accessible</li> <li>• Achieving improved customer satisfaction with our services</li> <li>• Ensuring that the council demonstrates value for money in the way it works</li> <li>• Working with local residents to promote community cohesion and addressing the needs of the most vulnerable in the community</li> <li>• Working closely with local businesses</li> <li>• Promoting economic development</li> <li>• Effectively to promote tourism</li> <li>• Protecting existing communities, villages and the countryside</li> <li>• Working more closely with parish councils and local groups</li> </ul>	
<b>Service Objective:</b> Health & Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:	
<ul style="list-style-type: none"> <li>• Improve on the sense of health, safety and well being within our existing and future villages, communities and businesses</li> <li>• Safeguard and improve public health</li> <li>• Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.</li> </ul>	
<b>Over-arching Supporting Performance Indicators contributing to the service supporting objectives</b>	
Workforce and Learning	SE209; SE211; SE227; SE228
Finance, Efficiency & VFM	SE213; SE214; SE229
Customer Service	NI182; SE203; SE222; SE226; SE235; SE236; SE237; SE238

Supporting Objective	Performance Indicator or SMART Milestone	PI target or deadline for action			Lead Officer
		09/10	10/11	11/12	
To ensure food establishments are compliant with food hygiene law	NI 184 Food establishments in the area which are broadly compliant with food hygiene law	90%	92%	94%	CA
	SE 206 % food premise inspections carried out for high risk premises	100%	100%	100%	CA
To investigate Infectious diseases and food borne illness	To respond to all notification within 24 hours of receipt by letter of telephone				CA
To investigate complaints about the fitness of food or hygiene of premises	NI 184 Food establishments in the area which are broadly compliant with food hygiene law	90%	92%	94%	CA
	SE 203 % of EH complaints responded to within 3 working days	95%	95%	95%	JGK
To carry out food and water sampling and initiate action on receipt of unsatisfactory results	As per programme for LACORS and Eastern Centre				CA
To respond to food safety Alerts	Within 24 hours of receipt				CA
To improve the health, safety and welfare of people at work and to protect others from risks arising from work activities	SE204 % of health & safety inspections carried out for priority premises identified in topic based inspections regime	96%	96%	96%	CA
To investigate complaints about the fitness of food or hygiene of premises	SE 203 % of EH complaints responded to within 3 working days	95%	95%	95%	JGK
To hold people to account and prevent further injury through the investigation of reportable accidents	Investigate within 24 hours of notification				CA

To ensure welfare and health & safety standards are maintained within Zoo's pet shops and other animal establishments	Inspect and license as per the legislative requirements and model conditions				CA	
To ensure the health of consumers of potable water from private water supplies is not at risk	Carry out the sampling and inspection programme as determined by the legislation				CA	
To maintain an appropriate level and quality of service as determined by the Portfolio holder	SE217 Total points score in the Quality & service level Hampshire matrix for sections of relevance i.e Food, Health & safety, ID's,	Food Safety	40.4	40.4	40.4	JGK
		Public Health	29	29	29	
		Health & Safety	32.9	32.9	32.9	

## OPERATIONAL PLAN: Health Protection (inc Pest Control) Service

### Relevant Council Aim/s:

- A. We are committed to being a listening council, providing first class services accessible to all.
- B. We are committed to ensuring that south Cambridgeshire continues to be a safe and healthy place for you and your family
- C. We are committed to making south Cambridgeshire a place in which residents can feel proud to live
- D. We are committed to assisting provision for local jobs for you and your family

### Relevant Council Approach/es:

- Listening to and engaging with our local community
- Working with voluntary organisations, parish councils and Cambridgeshire county council to improve services through partnership
- Making South Cambridgeshire District Council more open and accessible
- Achieving improved customer satisfaction with our services
- Ensuring that the council demonstrates value for money in the way it works
- Promoting active lifestyles and increasing opportunities for sport and recreation to improve the health of all age groups
- Understanding where health inequalities exist and focussing on areas of need
- Working with local residents to promote community cohesion and addressing the needs of the most vulnerable in the community
- Taking account of climate change in all the services that we deliver
- Promoting low carbon living and delivering low carbon growth through the planning system
- Working closely with local businesses
- Promoting economic development
- Protecting existing communities, villages and the countryside
- Working more closely with parish councils and local groups
- Implementing planning policies to achieve successful new communities

**Service Objective:** Health & Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:

- Protect and enhance the environment now and in the future
- Improve on the sense of health, safety and well being within our existing and future villages, communities and businesses
- Safeguard and improve public health
- Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.

<b>Over-arching Supporting Performance Indicators contributing to the service supporting objectives</b>					
Workforce and Learning	SE209; SE211; SE227; SE228				
Finance, Efficiency & VFM	SE213; SE214; SE229				
Customer Service	NI182; SE203; SE222; SE226; SE235; SE236; SE237; SE238				
<b>Supporting Objective</b>	<b>Key Performance Indicator or SMART Milestone</b>	<b>PI target or deadline for action</b>			<b>Lead Officer</b>
		<b>09/10</b>	<b>10/11</b>	<b>11/12</b>	
To fulfil the Council's obligations under the Civil Contingencies Act by providing in partnership an effective emergency planning response to major incidents	NI 37 Awareness of civil protection arrangements in the local area.	To be set once first set of data received	improvement from 09/10	improvement from 10/11	LG
To ensure a smoke free environment	Premises complying with Health Act (high risk equals categories a – c and vehicles) <ul style="list-style-type: none"> <li>• Links to NI137; NI119; NI120; NI121; NI122; NI123</li> <li>• Health Act Regulation visits, advice and education</li> <li>• Camquit &amp; national clean air awards promotion</li> </ul>				IG
To reduce the incidence of ill health through CHD, obesity, and alcohol consumption	Links to NI's 137; 39; 55; 56; 119; 120; 121; 122. <ul style="list-style-type: none"> <li>• Exercise referral scheme</li> <li>• Planning for growth</li> <li>• Score on the doors</li> <li>• Food &amp; health plan implementation</li> </ul>				IG
To reduce anti-social behaviour associated with alcohol consumption	Links to NI's 39; 17; 21; 27; 41; 138; <ul style="list-style-type: none"> <li>• Proof of age scheme</li> <li>• Best Bar None</li> <li>• Effective licensing regime</li> </ul>				IG
To ensure that reductions in CO2 emissions are achieved in the Home and people live in warm homes	NI187 –tacking fuel poverty <ul style="list-style-type: none"> <li>• Links to NI119; NI120; NI186</li> </ul>	To be set once set of data received	improvement from 09/10	improvement from 10/11	IG

<p>To protect public health and the environment by ensuring the impact of growth is appropriately considered and mitigated against including the development of healthy communities.</p>	<p>Links to various NI's including:-137; 55; 56; 119; 120;121;122; 187; 186; 138;154; 170.</p> <ul style="list-style-type: none"> <li>• Review and responding to planning policies and development proposals</li> <li>• Writing and reviewing supplementary planning guidance</li> <li>• Health Impact and sustainable Environmental statements</li> <li>• Supporting the growth area corporate processes and groups</li> </ul>				<p>SW</p>	
<p>To improve air quality and reduce the impacts of polluting emissions on public health</p>	<p>Compliance level with National air quality objectives</p> <ul style="list-style-type: none"> <li>• Air quality monitoring, assessment and reporting</li> <li>• Air quality management action plans implementation</li> <li>• Link to NI186</li> </ul>				<p>SW</p>	
<p>To ensure that public health and other receptors are not harmed through contaminated land</p>	<p>Old BV216b – Number of sites for which sufficient detailed information is available to decide whether remediation of the land is necessary, as % of all sites of potential concern</p> <ul style="list-style-type: none"> <li>• Links to NI 170; 154</li> </ul>	<p>10%</p>	<p>10%</p>	<p>10%</p>	<p>SW</p>	
<p>To maintain an appropriate level and quality of service as determined by the Portfolio holder</p>	<p>SE217 Total points score in the Quality &amp; service level Hampshire matrix for sections of relevance</p>	<p>Pest Control</p>	<p>24.9</p>	<p>24.9</p>	<p>24.9</p>	<p>JGK</p>
		<p>Environmental Control</p>	<p>39.8</p>	<p>39.8</p>	<p>39.8</p>	
<p>To ensure the effective control of vermin and public health pests within the District</p>	<p>SE225 the % of pest control first treatments carried out within 4 working days</p>	<p>95%</p>	<p>95%</p>	<p>95%</p>	<p>PMQ</p>	
	<p>SE223 - % pest control customers who were overall satisfied with the service</p>	<p>92%</p>	<p>93%</p>	<p>94%</p>	<p>PMQ</p>	

## OPERATIONAL PLAN: Environmental Protection Service

### Relevant Council Aim/s:

- A. We are committed to being a listening council, providing first class services accessible to all.
- B. We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family
- C. We are committed to making South Cambridgeshire a place in which residents can feel proud to live
- D. We are committed to assisting provision for local jobs for you and your family

### Relevant Council Approach/es:

- Listening to and engaging with our local community
- Working with voluntary organisations, parish councils and Cambridgeshire county council to improve services through partnership
- Making South Cambridgeshire District Council more open and accessible
- Achieving improved customer satisfaction with our services
- Ensuring that the council demonstrates value for money in the way it works
- Working closely through our crime and disorder reduction partnership to reduce crime and the fear of crime
- Working with partners to combat anti social behaviour
- Making affordable housing more available to local people
- Working with local residents to promote community cohesion and addressing the needs of the most vulnerable in the community
- Taking account of climate change in all the services that we deliver
- Promoting low carbon living and delivering low carbon growth through the planning system
- Working closely with local businesses
- Promoting economic development
- Protecting existing communities, villages and the countryside
- Working more closely with parish councils and local groups
- Implementing planning policies to achieve successful new communities

**Service Objective:** Health & Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:

- Protect and enhance the environment now and in the future
- Improve on the sense of health, safety and well being within our existing and future villages, communities and businesses
- Safeguard and improve public health
- Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.



<b>Over-arching Supporting Performance Indicators contributing to the service supporting objectives</b>					
Workforce and Learning	SE209; SE211; SE227; SE228				
Finance, Efficiency & VFM	SE213; SE214; SE229				
Customer Service	NI182; SE203; SE222; SE226; SE235; SE236; SE237; SE238				
<b>Supporting Objective</b>	<b>Key Performance Indicator or SMART Milestone</b>	<b>PI target or deadline for action</b>			<b>Lead Officer</b>
		<b>09/10</b>	<b>10/11</b>	<b>11/12</b>	
To monitor and respond to reports of incidents of water, drainage, land and air pollution	SE 203 % of EH complaints responded to within 3 working days links to NI14. <ul style="list-style-type: none"> <li>Out of office hours service maintained</li> </ul>	95%	95%	95%	JGK
To respond to and investigate complaints of all forms of statutory nuisance including noise, smoke, odour, dust and light pollution.	SE 203 % of EH complaints responded to within 3 working days Links to NI14. <ul style="list-style-type: none"> <li>Out of office hours service maintained</li> <li>Also links to NI17; NI21; NI24;NI25; NI27; NI186, NI138</li> </ul>	95%	95%	95%	JGK
To effectively control emission from permitted processes	% of pollution control inspection undertaken against those required to be undertaken	90%	92%	93%	BH
To ensure that private sector housing conditions are safe, healthy and suited to the occupants needs.	SE 203 % of EH complaints responded to within 3 working days. Link to NI14 <ul style="list-style-type: none"> <li>HMO licensing, compliance and enforcement activity</li> <li>Investigation of living conditions, repairs etc by tenants</li> <li>Caravan site licensing, compliance and complaint activities</li> </ul>	95%	95%	95%	JGK
To protect public health and the environment by ensuring the impact of development proposals are appropriately considered and mitigated against	Links to NI 170; 154 <ul style="list-style-type: none"> <li>Review and responding to planning policies and development proposals</li> <li>Supporting the growth area corporate processes and groups</li> </ul>				BH

To maintain an appropriate level and quality of service as determined by the Portfolio holder	SE217 Total points score in the Quality & service level Hampshire matrix for sections of relevance	Out of Hours	33	33	33	JGK
		Housing	33.9	33.9	33.9	

## OPERATIONAL PLAN: Licensing Service

### Relevant Council Aim/s:

- A. We are committed to being a listening council, providing first class services accessible to all.
- B. We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family
- C. We are committed to making South Cambridgeshire a place in which residents can feel proud to live
- D. We are committed to assisting provision for local jobs for you and your family

### Relevant Council Approach/es:

- Listening to and engaging with our local community
- Making South Cambridgeshire District Council more open and accessible
- Achieving improved customer satisfaction with our services
- Ensuring that the council demonstrates value for money in the way it works
- Working closely through our crime and disorder reduction partnership to reduce crime and the fear of crime
- Working with partners to combat anti social behaviour
- Working with local residents to promote community cohesion and addressing the needs of the most vulnerable in the community
- Taking account of climate change in all the services that we deliver
- Working closely with local businesses
- Promoting economic development
- Using cultural activities
- Effectively to promote tourism
- Protecting existing communities, villages and the countryside
- Working more closely with parish councils and local groups
- Playing our part in improving rural services including transport links

**Service Objective:** Health & Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:

- Protect and enhance the environment now and in the future
- Improve on the sense of health, safety and well being within our existing and future villages, communities and businesses
- Safeguard and improve public health
- Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.

<b>Over-arching Supporting Performance Indicators contributing to the service supporting objectives</b>					
Workforce and Learning	SE209; SE211; SE227; SE228				
Finance, Efficiency & VFM	SE213; SE214; SE229				
Customer Service	NI182; SE235; SE236; SE237; SE238				
Supporting Objective	Key Performance Indicator or SMART Milestone	PI target or deadline for action			Lead Officer
		09/10	10/11	11/12	
Ensuring public safety through the provision of a safe and accessible private hire and taxi transport system	SE233 % of taxi licensing applicants notified of determination within 10 working days of receiving all relevant information <ul style="list-style-type: none"> <li>Vetting systems as part of applications</li> <li>Joint reactive and proactive compliance testing, inspection and complaint investigation</li> </ul>	95%	96%	96%	MB
To ensure the licensing Act 2003 objectives of <ul style="list-style-type: none"> <li>Prevention of public nuisance</li> <li>Prevention of crime and disorder</li> <li>Protection of children</li> <li>Promotion of public safety</li> </ul> are achieved through an effective Licensing service	SE 230A % of licensing Act 2003 applications determined within 2 months for premises and 3 months for personal licence applications <ul style="list-style-type: none"> <li>Vetting systems as part of applications</li> <li>Joint reactive and proactive compliance testing, inspection and complaint investigation</li> <li>Licensing procedures</li> <li>Safety advisory group for large scale events</li> <li>Links to NI's 39; 17; 20; 21; 27; 41; 138</li> </ul>	100%	100%	100%	MB

<p>To ensure the Gambling Act objectives of</p> <ul style="list-style-type: none"> <li>• prevention of gambling being a source of crime and disorder</li> <li>• ensuring gambling conducted in a fair and open way</li> <li>• Protect vulnerable persons from being harmed or exploited by gambling</li> </ul> <p>Are achieved through an effective Licensing service</p>	<ul style="list-style-type: none"> <li>• Vetting systems as part of applications</li> <li>• Joint reactive and proactive compliance testing, inspection and complaint investigation</li> <li>• Licensing procedures</li> </ul>				<p>MB</p>	
<p>Ensuring public safety, protection of vulnerable people, reduction in crime and protection of public health is achieved through effective licensing of street trading, house to house collections; motor salvage licensing; lotteries and fruit machines.</p>	<p>Links to NI's 39; 17; 21; 27; 41; 138</p> <ul style="list-style-type: none"> <li>• Vetting systems as part of applications</li> <li>• Joint reactive and proactive compliance testing, inspection and complaint investigation</li> <li>• Licensing procedures</li> </ul>				<p>MB</p>	
<p>To maintain an appropriate level and quality of service as determined by the Portfolio holder</p>	<p>SE217 Total points score in the Quality &amp; service level Hampshire matrix for sections of relevance</p>	<p>Licensing</p>	<p>20</p>	<p>20</p>	<p>20</p>	<p>JGK</p>

<b>OPERATIONAL PLAN: Refuse &amp; Recycling Service</b>	
<b>Relevant Council Aim/s:</b>	
<ul style="list-style-type: none"> <li>A. We are committed to being a listening council, providing first class services accessible to all.</li> <li>C. We are committed to making South Cambridgeshire a place in which residents can feel proud to live</li> <li>D. We are committed to assisting provision for local jobs for you and your family</li> </ul>	
<b>Relevant Council Approach/es:</b>	
<ul style="list-style-type: none"> <li>• Listening to and engaging with our local community</li> <li>• Working with voluntary organisations, parish councils and Cambridgeshire county council to improve services through partnership</li> <li>• Making South Cambridgeshire District Council more open and accessible</li> <li>• Achieving improved customer satisfaction with our services</li> <li>• Ensuring that the council demonstrates value for money in the way it works</li> <li>• Working with local residents to promote community cohesion and addressing the needs of the most vulnerable in the community</li> <li>• Extending and encouraging the use of recycling opportunities</li> <li>• Working to improve the cleanliness of our villages</li> <li>• Taking account of climate change in all the services that we deliver</li> <li>• Working closely with local businesses</li> <li>• Promoting economic development</li> <li>• Protecting existing communities, villages and the countryside</li> <li>• Working more closely with parish councils and local groups</li> <li>• Implementing planning policies to achieve successful new communities</li> </ul>	
<b>Service Objective:</b> Health & Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:	
<ul style="list-style-type: none"> <li>• Protect and enhance the environment now and in the future</li> <li>• Safeguard and improve public health</li> <li>• Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.</li> </ul>	
<b>Over-arching Supporting Performance Indicators contributing to the service supporting objectives</b>	
Workforce and Learning	SE211; SE232
Finance, Efficiency & VFM	SE213; SE229
Customer Service	SE235; SE236; SE237; SE238

Supporting Objective	Key Performance Indicator or SMART Milestone	PI target or deadline for action			Lead Officer
		09/10	10/11	11/12	
To promote and provide a sustainable waste management solution for South Cambridgeshire residents which enhances the environment, reduces greenhouse gas emissions and maintains public health	NI 191 Residual household waste per Household	505kg	504kg	503kg	SH/C
	NI 192 Household waste recycled and composted	55%	55%	56%	SH/C
	Old BV 82ai % tonnage of household waste recycled	22%	22%	22%	SH/C
	Old BV 82 aii Tonnage household waste sent for recycling	11,300	11,400	11,500	SH/C
	Old BV 82 bi % household waste composted or anaerobically digested	33%	33%	34%	SH/C
	Old BV 82 bii Tonnage household waste composted or anaerobically digested	20,500	20,500	20,500	SH/C
To Improve the levels of public satisfaction with the refuse and recycling services	Old BV 90a Satisfaction with Household Waste Collection <i>(*Satisfaction with Refuse collection)</i>	84%	83%	85%	SH/C/ (IG survey)
	SE 246 (Old BV90b) Satisfaction with local recycling facilities overall <i>(*Satisfaction with doorstep recycling)</i>	85%	82%	85%	SH/C/ (IG survey)
	SE 247 Satisfaction with of the accessibility of recycling facilities	75%	75%	75%	SH/C/ (IG survey)
	SE 248 Cleanliness after kerbside collection	80%	82%	83%	SH/C/ (IG survey)
	SE 249 Satisfaction with cleanliness and tidiness of recycling bank sites	75%	80%	80%	SH/C/ (IG survey)
	SE ??? Cleanliness of street after waste collection	80%	80%	80%	SH/C/ (IG survey)
	SE ??? Satisfaction with the range of recyclables able to be deposit at recycling facilities	75%	75%	75%	SH/C/ (IG survey)

<p>To ensure sustainable waste management is promoted within new developments by ensuring the impact of development proposals and planning policies are appropriately considered and mitigated against</p>	<p>Links to NI191; 192; 193; 186</p> <ul style="list-style-type: none"> <li>Review and responding to planning policies and development proposals</li> <li>Writing and reviewing supplementary planning guidance</li> <li>Supporting the growth area corporate processes and groups</li> </ul>				<p>PMQ/ SH/C</p>
<p>To ensure the refuse and recycling services provide value for money and high levels of productivity</p>	<p>SE234 Unit cost of recycling- VFM analysis</p>	<p>Top quartile performance for below average cost</p>	<p>Top quartile performance for below average cost</p>	<p>Top quartile performance for below average cost</p>	<p>SH/C/ DSR</p>
	<p>Old BV86 – Cost of waste collection per household</p>	<p>To be set after budget rounds</p>	<p>To be set after budget rounds</p>	<p>To be set after budget rounds</p>	<p>SH/C</p>
<p>To ensure the dependability of the service and maintain an effective customer orientated service</p>	<p>SE201 – The number of collections missed per 100,000 collections Link to NI14</p>	<p>45</p>	<p>45</p>	<p>40</p>	<p>SH/C</p>
	<p>SE 224 The percentage of missed collections put right by the end of the next working day following the reporting period being two days after the scheduled collection Link to NI14</p>	<p>100%</p>	<p>100%</p>	<p>100%</p>	<p>SH/C</p>



**OPERATIONAL PLAN: Street Cleansing & Enviro-crime Service**

**Relevant Council Aim/s:**

- A. We are committed to being a listening council, providing first class services accessible to all.
- B. We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family
- C. We are committed to making South Cambridgeshire a place in which residents can feel proud to live
- D. We are committed to assisting provision for local jobs for you and your family

**Relevant Council Approach/es:**

- Listening to and engaging with our local community
- Working with voluntary organisations, parish councils and Cambridgeshire county council to improve services through partnership
- Making South Cambridgeshire District Council more open and accessible
- Achieving improved customer satisfaction with our services
- Ensuring that the council demonstrates value for money in the way it works
- Working closely through our crime and disorder reduction partnership to reduce crime and the fear of crime
- Working with partners to combat anti social behaviour
- Working with local residents to promote community cohesion and addressing the needs of the most vulnerable in the community
- Working to improve the cleanliness of our villages
- Taking account of climate change in all the services that we deliver
- Working closely with local businesses
- Promoting economic development
- Protecting existing communities, villages and the countryside
- Working more closely with parish councils and local groups

**Service Objective:** Health & Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:

- Protect and enhance the environment now and in the future
- Improve on the sense of health, safety and well being within our existing and future villages, communities and businesses
- Safeguard and improve public health
- Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.

Over-arching Supporting Performance Indicators contributing to the service supporting objectives						
Workforce and Learning	SE211; SE232;					
Finance, Efficiency & VFM	SE213; SE229					
Customer Service	NI182; SE203; SE235; SE236; SE237; SE238					
Supporting Objective	Key Performance Indicator or SMART Milestone	PI target or deadline for action			Lead Officer	
		09/10	10/11	11/12		
To keep the District looking clean, free from litter and reducing levels of detritus	NI 195 Improved street and environmental cleanliness (levels of graffiti, litter, detritus and fly-posting)	NI195a Litter	1%	1%	1%	SH/C
		NI195b detritus	30%	30%	28%	
		NI195c Graffiti	3%	2%	2%	
		NI195d Fly-posting	2%	2%	2%	
To ensure that the District is not spoiled by fly-tipping	NI 196 Improved street and environmental cleanliness – Fly tipping Links to NI's 17; 21;27; 138;		Very effective 1	Very effective 1	Very effective 1	PMQ
To ensure that the District is not spoiled by abandoned vehicles	Old BV 218a % of new reports of abandoned vehicles investigated within 24 hours of notification Links to NI's 17; 21; 27; 138; 33;		96%	97%	98%	PMQ
	Old BV 218b % abandoned vehicles removed within 24 hrs of when LA legally entitled to remove the vehicle Links to NI's 17; 21; 27; 138; 33;		96%	97%	98%	PMQ
To Improve the levels of public satisfaction with the cleanliness standards	Old BV89 Satisfaction with Cleanliness (*Satisfaction with keeping public land clear of litter) (links to place survey questions for NI17)		74%	74%	74%	SH/C/ (IG survey)
To maintain an appropriate level and quality of service as determined by the Portfolio holder	SE217 Total points score in the Quality & service level Hampshire matrix for sections of relevance	Dog control	15	15	15	JGK

<b>OPERATIONAL PLAN: Awarded Watercourse Service</b>	
<b>Relevant Council Aim/s:</b>	
<ul style="list-style-type: none"> <li>A. We are committed to being a listening council, providing first class services accessible to all.</li> <li>B. We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family</li> <li>C. We are committed to making South Cambridgeshire a place in which residents can feel proud to live</li> </ul>	
<b>Relevant Council Approach/es:</b>	
<ul style="list-style-type: none"> <li>• Listening to and engaging with our local community</li> <li>• Working with voluntary organisations, parish councils and Cambridgeshire county council to improve services through partnership</li> <li>• Making South Cambridgeshire District Council more open and accessible</li> <li>• Achieving improved customer satisfaction with our services</li> <li>• Ensuring that the council demonstrates value for money in the way it works</li> <li>• Taking account of climate change in all the services that we deliver</li> <li>• Working closely with local businesses</li> <li>• Protecting existing communities, villages and the countryside</li> <li>• Working more closely with parish councils and local groups</li> <li>• Implementing planning policies to achieve successful new communities</li> </ul>	
<b>Service Objective:</b> Health & Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:	
<ul style="list-style-type: none"> <li>• Protect and enhance the environment now and in the future</li> <li>• Safeguard and improve public health</li> </ul>	
<b>Over-arching Supporting Performance Indicators contributing to the service supporting objectives</b>	
Workforce and Learning	SE211; SE232;
Finance, Efficiency & VFM	SE213; SE229
Customer Service	SE235; SE236; SE237; SE238

Supporting Objective	Key Performance Indicator or SMART Milestone	PI target or deadline for action			Lead Officer
		09/10	10/11	11/12	
To mitigate against possible flooding by ensuring the free flow of water through the Award Drains under the Council's control whilst ensuring conservation and biodiversity matters are taken into account	To maintain approx 220 miles of wards by a risk categorisation process as per the three-year programmed maintenance plan. Cat A wards – High priority - annually maintained Cat B awards – Medium priority Cat C Awards – Low Priority				PM
To respond to flooding emergencies as per emergency plans.	Response time for high priority work Up to 3 hours				PM
	Response time for medium priority work Up to five working days				
	Response time for low priority work As per annual programme				
	Provision of sand bags as per policy				SH/C
To ensure that land drainage matters are effectively taken into account in plan making and in development proposals thereby ensuring the potential future flooding is avoided.	<ul style="list-style-type: none"> <li>Review planning policies and development proposals and respond to planning</li> <li>sustainable Environmental statements</li> </ul>				PM

<b>OPERATIONAL PLAN: Home Improvement Agency Service</b>					
<b>Relevant Council Aim/s:</b>					
<ul style="list-style-type: none"> <li>A. We are committed to being a listening council, providing first class services accessible to all.</li> <li>B. We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family</li> <li>C. We are committed to making South Cambridgeshire a place in which residents can feel proud to live</li> <li>D. We are committed to assisting provision for local jobs for you and your family</li> </ul>					
<b>Relevant Council Approach/es:</b>					
<ul style="list-style-type: none"> <li>• Listening to and engaging with our local community</li> <li>• Working with voluntary organisations, parish councils and Cambridgeshire county council to improve services through partnership</li> <li>• Making South Cambridgeshire District Council more open and accessible</li> <li>• Achieving improved customer satisfaction with our services</li> <li>• Ensuring that the council demonstrates value for money in the way it works</li> <li>• Working closely through our crime and disorder reduction partnership to reduce crime and the fear of crime</li> <li>• Understanding where health inequalities exist and focussing on areas of need</li> <li>• Working with local residents to promote community cohesion and addressing the needs of the most vulnerable in the community</li> <li>• Taking account of climate change in all the services that we deliver</li> </ul>					
<b>Service Objective:</b> Health & Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:					
<ul style="list-style-type: none"> <li>• Improve on the sense of health, safety and well being within our existing and future villages, communities and businesses</li> <li>• Safeguard and improve public health</li> <li>• Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.</li> </ul>					
<b>Over-arching Supporting Performance Indicators contributing to the service supporting objectives</b>					
Workforce and Learning	SE209; SE211; SE227; SE228				
Finance, Efficiency & VFM	SE213; SE229				
Customer Service	SE235; SE236; SE237; SE238				
Supporting Objective	Key Performance Indicator or SMART Milestone	PI target or deadline for action			Lead Officer
		09/10	10/11	11/12	
To enable the vulnerable to live independently in their own homes by supporting them in accessing	SE218 Average weeks taken to complete works of value <£1000 Links to NI131; NI138; NI139; NI142	16	16	16	MN

grant funding to adapt their homes, making them suitable, safe and energy efficient.	SE219 Average weeks taken to complete works of value >£1000 Links to NI131; NI138; NI139; NI142	45	45	45	MN
	SE 220 Average weeks taken between first contact and first visit Links to NI131; NI138; NI139; NI142	3	3	3	MN

Over-arching Supporting Performance Indicators relevant to the above service operational plans	PI Target or deadline for action			Lead Officer
	2009/10	2010/11	2011/12	
<b>Workforce and Learning</b>				
SE209 % time lost to sickness (Excluding Env. Operations staff)	2.0%	2.0%	2.0%	DSR
SE 211 % staff with completed Employee Development Scheme interviews (Appraisals)	100%	100%	100%	DSR
SE 227 % working time lost to vacancies (Excluding Env. Operations staff)	4 %	4%	4%	DSR
SE 228 Training spend as % of total EH salary budget (TO3) (Excludes Env. Operations staff)	1.5%	1.5%	1.5%	JGK
SE 232 % Env Operations staff working time lost to sickness (days lost in brackets)	8%	7%	6%	SH/C
<b>Finance, Efficiency &amp; VFM</b>				
SE 213 % EH undisputed invoices processed within 10 working days of receipt. (Links to NI14)	97%	97%	97%	PMQ
SE 214 Net spending per head on core Environmental Health functions	Below national average in 07/08	Below national average in 08/09	Below national average in 09/10	DSR
SE 229 Overall EH Portfolio bottom line actual budget variance compared to original estimate	< 3%	< 3%	<3%	DSR

<b>Customer Service</b> (links to NI14)				
NI 182 Satisfaction of businesses with local authority regulation services	To be set once data obtained estimated to be 75%	Improvement on 09/10	Improvement on 09/10	IG survey
SE 203 The % of environmental health complaints responded to within 3 working days	95%	95%	95%	JGK
SE 222 % of customers who felt they had received a full explanation as to actions taken	70%	75%	85%	IG survey
SE 226 The % of customers who are satisfied overall with the way their request for a service, complaint or request for information was handled	82%	85%	86%	IG survey
SE 235 % telephone calls answered within 20 secs	98%	99%	99%	PMQ
SE 236 % telephone calls abandoned	4%	3%	2%	PMQ
SE 237 Letters responded to in 10 working days	95%	96%	97%	PMQ
SE238 % complaints about service escalated to level 2 or above	5%	5%	5%	PMQ

**COUNCIL ACTIONS IMPLEMENTATION PLAN: Health & Environmental Services**

(To be used to set out plans to deliver the 33 Council Actions)

Council Action	Actions	Supporting Information	Completion by Month	Responsible Officer
Working closely with Partners including NHS Cambridgeshire to identify and target key groups and provide increased opportunities for sport and recreation for the most vulnerable groups	i. To continue to support <b>TEAM project, falls prevention and fitness for health projects</b> ii. Consider and produce the most appropriate interventions for reduction and prevention of <b>childhood obesity</b> after consideration of the sport England active needs survey	<b>Additional Resources Required:</b> None <b>Outputs:</b> Courses, report and business plan <b>Outcomes:</b> Reduction in falls; contribute to the national indicator on childhood obesity seeking to halt the rise in childhood obesity, and contribute to the countywide obesity strategy. <b>Risks:</b> Funding insecure; drop out rate; weight and measuring programme leads to unmet demand <b>Other services affected:</b> New communities	i. Ongoing ii. July 2009	Iain Green
Support businesses to comply with the law while targeting those who flout it.	Continue the <b>enforcement mix of services</b> provided within Environmental Health including; <ul style="list-style-type: none"> <li>❖ Inspection programme</li> <li>❖ Complaint investigation</li> <li>❖ Advisory visits</li> <li>❖ Newsletters</li> <li>❖ Business Forum events</li> <li>❖ Surgeries</li> <li>❖ Safety hazards awareness days</li> <li>❖ Courses etc</li> </ul>	<b>Additional Resources Required:</b> None <b>Outputs:</b> As per actions <b>Outcomes:</b> Improved regulatory compliance; reduction in health and environmental risk; protection of the public and environment; economic viability of businesses <b>Risks:</b> Reputation if against public wishes; not in line with LBRO guidance; lack of business support <b>Other services affected:</b> None	Ongoing	Service Managers



**COUNCIL ACTIONS IMPLEMENTATION PLAN: Health & Environmental Services**

(To be used to set out plans to deliver the 33 Council Actions)

Council Action	Actions	Supporting Information	Completion by Month	Responsible Officer
Support businesses to comply with the law while targeting those who flout it.	To review the requirements placed on the service as result of guidance issued by <b>Local Better Regulation Office</b> .	<p><b>Resources:</b> Considerable Staff and Management time in all areas but in particular DSR, EHMT and team leaders. Costs dependant upon final requirements and gap analysis; staff and member training</p> <p><b>Outputs:</b> Redrafted policies and procedures; risk assessment processes for regulatory and sanction activity</p> <p><b>Outcomes:</b> Effective targeted regulation; compliance with legislative requirements; High performance against NI's, economic prosperity.</p> <p><b>Risks:</b> Change required greater than anticipated; unable to achieve required improvements within timescale; risk assessment results and sanctions unpopular with general complainants and Members</p> <p><b>Other services affected:</b> None</p>	<p>i. Dependant upon timetable for guidance</p> <p>ii Ongoing</p>	Dale Robinson
Support businesses to comply with the law while targeting those who flout it.	To ensure consistent application of the <b>Environmental Health Enforcement Policy</b> .	<p><b>Resources:</b> within existing resources</p> <p><b>Outputs:</b> written assessment against enforcement policy criteria in prosecution file.</p> <p><b>Outcomes:</b> Fair, proportional and consistent enforcement activity</p> <p><b>Risks:</b> Assessment incorrectly carried out leading to legal challenge; Public cry for action against enforcement criteria.</p> <p><b>Other services affected:</b> None</p>	Ongoing	Dale Robinson

**COUNCIL ACTIONS IMPLEMENTATION PLAN: Health & Environmental Services**

(To be used to set out plans to deliver the 33 Council Actions)

Council Action	Actions	Supporting Information	Completion by Month	Responsible Officer
Support businesses to comply with the law while targeting those who flout it.	To implement the requirements placed on the Council by the <b>EU Services Directive</b>	<p><b>Resources:</b> Procurement of web-enabled software; Legal, IT, licensing and EH staff</p> <p><b>Outputs:</b> Screen of local laws, policies and fees against Directive objectives; on-line application forms and payment systems, Point of single contact</p> <p><b>Outcomes:</b> Compliance with Directive ensuring no barriers to trade. Enhanced on-line services for local businesses</p> <p><b>Risks:</b> unable to procure suitable web enabled software and integrate with other corporate systems i.e. FMS. Inability to meet demands from other EU regulators.</p> <p><b>Other services affected:</b> Legal, ICT, Comms</p>	End of December 2009	Dale Robinson
Support businesses to comply with the law while targeting those who flout it.	To effectively implement Part 2 of the Regulatory Enforcement & Sanctions Act 2008 introducing the <b>Primary Authority Scheme</b> and consider all requests by businesses for South Cambs. to be their Primary Authority.	<p><b>Resources:</b> Could be substantial on food and health &amp; safety team dependant upon number of requests and size &amp; nature of business.</p> <p><b>Outputs:</b> Guidance/advice to other authorities.</p> <p><b>Outcomes:</b> Consistency of regulation /enforcement; improved relationships with businesses concerned; enhanced reputation; improved staff morale and motivation.</p> <p><b>Risks:</b> Resources unable to meet demand or expectations; poor national advice/ guidance leading to reputation damage; LBRO adjudications</p> <p><b>Other services affected:</b> Legal</p>	End of October 2009	Geoff Keerie

**COUNCIL ACTIONS IMPLEMENTATION PLAN: Health & Environmental Services**

(To be used to set out plans to deliver the 33 Council Actions)

Council Action	Actions	Supporting Information	Completion by Month	Responsible Officer
Establish a system of satisfaction surveys by May 2010 that will be used to improve all the services that we provide	i. To comply with better regulation agenda re-introduce the annual Health & Environmental Services <b>customer satisfaction survey</b> ii. To continue to <b>survey against NI 182</b> requirements	<p><b>Additional Resources Required:</b> H&amp;ES customer survey £5K; NI 182 survey £5K  <b>Outputs:</b> Customer satisfaction survey reports and analysis; NI 182 results into LAA  <b>Outcomes:</b> Services that meet the needs of customers; compliance with LAA requirement for NI182  <b>Risks:</b> Unable to deliver of customers expectations; poor results leading to reputation damage  <b>Other services affected:</b> Policy and performance in undertaking Place Survey.</p>	i. March 2010 ii. April 2009	Iain Green

**COUNCIL ACTIONS IMPLEMENTATION PLAN: Refuse & Recycling Service**

(To be used to set out plans to deliver the 33 Council Actions)

Council Action	Actions	Supporting Information	Completion by Month	Responsible Officer
Extend plastic bottle recycling so that all villages and schools are served by 2010	Install <b>plastic recycling banks at Village Colleges</b> requesting the service	<p><b>Additional Resources Required:</b> bank installation and servicing costs together with potential loss of trade income £26K 2009/10; £23K onwards</p> <p><b>Outputs:</b> Plastic recycling banks installed at village colleges</p> <p><b>Outcomes:</b> Customer need met; increased recycling performance; less waste to landfill, improved Council reputation</p> <p><b>Risks:</b> Emptying schedules unable to meet demand</p> <p><b>Other services affected:</b> None</p>	Service to be available by end of December 2009	Stuart Harwood Clark
Introduce further opportunities for businesses to recycle their waste	To build on existing trade waste paper recycling service through the introduction of a <b>trade waste cardboard collection service</b> .	<p><b>Additional Resources Required:</b> RCV purchased by County Council; driver; trade waste recycling officer; bins and vehicle operating costs. Income offsets costs -£15K revenue (09/10) -£30K (10/11)</p> <p><b>Outputs:</b> Trade waste cardboard recycling service</p> <p><b>Outcomes:</b> provision of service requested by customers; compliance with legal duties; income for the Council; reduction in waste to landfill; contribution to meeting RECAP waste strategy; reduced risk of County Council not meeting its LATS targets.</p> <p><b>Risks:</b> Service doesn't deliver as per business plan</p> <p><b>Other services affected:</b> None</p>	End of July 2009	Stuart Harwood Clark

**COUNCIL ACTIONS IMPLEMENTATION PLAN: Street Cleansing & Enviro-crime Service**

(To be used to set out plans to deliver the 33 Council Actions)

Council Action	Actions	Supporting Information	Completion by Month	Responsible Officer
<p>By 2009 establish a programme of at least 10 <b>Community Clean up events</b> per year throughout the district</p>	<p>As per Council action</p>	<p><b>Additional Resources Required:</b> staff time; environment operations staff; £1.5K for equipment and kit provision  <b>Outputs:</b> 10 Community clean up events held  <b>Outcomes:</b> Cleaner district/area improved NI 195 results; improve reputation and customer satisfaction results  <b>Risks:</b> Lack of community support; Health &amp; safety concerns not taken into account  <b>Other services affected:</b> Partnerships officer; environment operations staff; Community safety officer</p>	<p>10 clean-ups by end of March 2010</p>	<p>Paul Quigley</p>
<p>On top of our regular litter picks, improve the verges alongside the A14 and A11 by in depth Spring and Autumn litter picks</p>	<p>Undertake <b>litter picking of the A14 and A11</b> on a six monthly basis.</p>	<p><b>Additional Resources Required:</b> Procurement of specialist contractor, annual cost £30K  <b>Outputs:</b> Litter pick of A14 and A11  <b>Outcomes:</b> Reduction in windblown litter; improved cleanliness of district; improved NI 195 results; improve reputation and customer satisfaction results  <b>Risks:</b> Contractor doesn't perform to standard  <b>Other services affected:</b> Procurement Officer</p>	<p>First litter pick End of May</p>	<p>Stuart Harwood Clark</p>

**COUNCIL ACTIONS IMPLEMENTATION PLAN: Street Cleansing & Enviro-crime Service**

(To be used to set out plans to deliver the 33 Council Actions)

Council Action	Actions	Supporting Information	Completion by Month	Responsible Officer
Install and empty <b>litterbins at our 10 dirtiest lay-bys</b> on the major roads into and out of the District.	As per Council action	<p><b>Additional Resources Required:</b> Bins purchase and installation costs £17K Capital, £2K revenue; emptying within existing resources</p> <p><b>Outputs:</b> Bins installed at 10 lay-bys</p> <p><b>Outcomes:</b> Reduction in windblown litter; improved cleanliness of district; improved NI 195 results; improve reputation and customer satisfaction results</p> <p><b>Risks:</b> vandalism; fly-tipping next to bins; inability to service</p> <p><b>Other services affected:</b> DLO for installation pads</p>	October 2009	Stuart Harwood Clark
In addition to our regular street cleaning activities improve the appearance within 10 of our larger villages by increasing the amount of street cleaning that is undertaken.	Implement <b>enhanced street operations</b> within 10 village centres in 2009/10 and 2010/11	<p><b>Additional Resources Required:</b> LAA reward money; £37K over two years top up.</p> <p><b>Outputs:</b> Enhanced street cleaning within 10 village centres</p> <p><b>Outcomes:</b> improved cleanliness of district; improved NI 195 results; improve reputation and customer satisfaction results</p> <p><b>Risks:</b> Workforce unavailable to undertake additional cleaning; greater number of village centre requesting service</p> <p><b>Other services affected:</b> None</p>	End of July 2009	Stuart Harwood Clark

**COUNCIL ACTIONS IMPLEMENTATION PLAN: Street Cleansing & Enviro-crime Service**

(To be used to set out plans to deliver the 33 Council Actions)

Council Action	Actions	Supporting Information	Completion by Month	Responsible Officer
Introduce our own Best Kept Village Competition.	To investigate and report to Members on options available for the introduction of a <b>Best Kept Village Competition</b> including criteria to be applied for possible introduction in 2010.	<p><b>Additional Resources Required:</b> Running and publicity costs £15K revenue; PMQ; DSR; SH/C</p> <p><b>Outputs:</b> Member report on viable schemes; competition scheme itself</p> <p><b>Outcomes:</b> Pride in village, objectives dependant upon scheme chosen</p> <p><b>Risks:</b> To be defined within member report for the various options</p> <p><b>Other services affected:</b> Partnerships officer; New Communities</p>	Report by December 2009	Paul Quigley

**NB Improvement objectives greyed out will not be progressed in 2009/10 due to funding not being agreed or External reason for not proceeding.**

<b>IMPROVEMENT PLAN: Health &amp; Environmental Services</b>
<p><b>Relevant Council Aim/s:</b></p> <ul style="list-style-type: none"> <li>A. We are committed to being a listening council, providing first class services accessible to all.</li> <li>B. We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family</li> <li>C. We are committed to making South Cambridgeshire a place in which residents can feel proud to live</li> <li>D. We are committed to assisting provision for local jobs for you and your family</li> </ul>
<p><b>Relevant Council Approach/es:</b></p> <ul style="list-style-type: none"> <li>• Listening to and engaging with our local community</li> <li>• Making South Cambridge Shire District Council more open and accessible</li> <li>• Achieving improved customer satisfaction with our services</li> <li>• Ensuring that the council demonstrates value for money in the way it works</li> <li>• Working closely through our crime and disorder reduction partnership to reduce crime and the fear of crime</li> <li>• Working with partners to combat anti social behaviour</li> <li>• Understanding where health inequalities exist and focussing on areas of need</li> <li>• Working with local residents to promote community cohesion and addressing the needs of the most vulnerable in the community</li> <li>• Working to improve the cleanliness of our villages</li> <li>• Taking account of climate change in all the services that we deliver</li> <li>• Protecting existing communities, villages and the countryside</li> </ul>
<p><b>Service Objective:</b> Health &amp; Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:</p> <ul style="list-style-type: none"> <li>• Protect and enhance the environment now and in the future</li> <li>• Improve on the sense of health, safety and well being within our existing and future villages, communities and businesses</li> <li>• Safeguard and improve public health</li> <li>• Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.</li> </ul>



<b>IMPROVEMENT PLAN: Health &amp; Environmental Services</b>				
Improvement Objective	Actions	Supporting Information	Completion by Month	Responsible Officer
Increase efficiency and improve customer accessibility to service	<p>i. Procure and implement new <b>workflow software solution for Environmental Health</b> service including enhanced web/mobile working access facilities and connectivity with Contact Centre</p> <p>ii. Implement full capability for <b>interactive enviro-crime website.</b></p>	<p><b>Resources:</b> Project team, licences, corporate ICT corporate and existing budget estimates. Tablets, laptops £20K capital 09/10 (£4K capital 10/11)</p> <p><b>Outputs:</b> Upgraded software capabilities for job allocation, monitoring/recording of workflow and CRM</p> <p><b>Outcomes:</b> Improved customer access via web enabled services, increased remote working capabilities and improved customer service at point of first contact; Improved NI14 result and capability of meeting EU Services Directive.</p> <p><b>Risks:</b> Testing highlights substantial failings in system; delayed go-live date, actual migration system down time greater than anticipated 4 days.</p>	<p>i. Go live date Sept 2009</p> <p>ii. Dec 2009</p>	<p>i. Susan Walford</p> <p>ii. Iain Green</p>
To ensure equal access to services and the promotion of good relations in all sections of the community in order to meet the requirements of the equality legislation	<p>To carry out systematic <b>equality impact assessments</b></p> <ul style="list-style-type: none"> <li>❖ Improvement Grants and licensing</li> <li>❖ Health improvements/ inequalities, Food safety, waste collection</li> <li>❖ Health &amp; safety, HMO/Housing regulation</li> </ul>	<p><b>Resources:</b> Project team dependant upon area chosen; Iain Green, corporate equality team</p> <p><b>Outputs:</b> Possible re-drafting of policies and service re-configuration.</p> <p><b>Outcomes:</b> Compliance with legal duties and qualification of level 2 of Equality standard. Equity of service provision for all our community.</p> <p><b>Risks:</b> Inability to re-configure the service; cost consequences; reputation damage</p>	<p>March 2009</p> <p>Sept 2009</p> <p>March 2010</p>	Iain Green
To address the specific staff issues within key service roles	Introduce <b>HGV drivers Certificate of Professional competence</b> training	<p><b>Resources:</b> CPC training £5K 09/10, £10K 10/11</p> <p><b>Outputs:</b> Competent HGV drivers</p> <p><b>Outcomes:</b> Compliance with legislative requirements,</p> <p><b>Risks:</b> None</p>	Sept. 2009	Stuart Harwood-Clark

<b>IMPROVEMENT PLAN: Health &amp; Environmental Services</b>				
To increase management capacity to support service and corporate improvement/ change agenda	Employment of <b>business manager</b>	<b>Resources:</b> 1FTE 2009/10 £23K; 2010/11 £45.7K <b>Outputs:</b> Staff member employed, performance analysis reports, business planning, customer support, consultation, data reporting and returns <b>Outcomes:</b> Improved business planning and customer information; capacity for corporate objectives. <b>Risks:</b> Unable to recruit suitable candidate.	October 2009	Dale Robinson
To address the specific staff issues within key service roles	Increase the <b>EHO student bursury.</b>	<b>Resources:</b> Bursary from 37.5K to £10K; <b>Outputs:</b> Recruitment of suitable student. <b>Outcomes:</b> Employment of the best students and greater chances of successfully recruiting into vacant EHO posts. <b>Risks:</b> Unable to recruit suitable candidate.	April 2009	Geoff Keerie
To ensure staff are effective, efficient and productive by ensuring high levels of morale and that they are they are well trained and motivated.	To obtain <b>re-accreditation of Investors In People status.</b>	<b>Resources:</b> Staff time in re-accreditation process, assessment costs £4K <b>Outputs:</b> Assessment report and re-accreditation against the standard <b>Outcomes:</b> Well trained, informed, motivated workforce to achieve organisational goals. Assist with recruitment and retention. <b>Risks:</b> fail to be re-accredited	End of May 2009	Dale Robinson
To improve customer satisfaction with services	Analyse results off customer satisfaction survey to produce <b>customer satisfaction improvement plan</b> for implementation.	<b>Resources:</b> Customer satisfaction quality circle <b>Outputs:</b> Improvement plan <b>Outcomes:</b> Improved customer satisfaction <b>Risks:</b> actions implemented fail to improve customer satisfaction results	End of December 2009	Iain Green

IMPROVEMENT PLAN: Refuse & Recycling Service				
<p><b>Relevant Council Aim/s:</b></p> <p>A. We are committed to being a listening council, providing first class services accessible to all.            B. We are committed to making South Cambridgeshire a place in which residents can feel proud to live            D. We are committed to assisting provision for local jobs for you and your family</p>				
<p><b>Relevant Council Approach/es:</b></p> <ul style="list-style-type: none"> <li>• Listening to and engaging with our local community</li> <li>• Achieving improved customer satisfaction with our services</li> <li>• Ensuring that the council demonstrates value for money in the way it works</li> <li>• Extending and encouraging the use of recycling opportunities</li> <li>• Working to improve the cleanliness of our villages</li> <li>• Taking account of climate change in all the services that we deliver</li> <li>• Working closely with local businesses</li> <li>• Promoting economic development</li> <li>• Protecting existing communities, villages and the countryside</li> <li>• Working more closely with parish councils and local groups</li> </ul>				
<p><b>Service Objective:</b> Health &amp; Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:</p> <ul style="list-style-type: none"> <li>• Protect and enhance the environment now and in the future</li> <li>• Safeguard and improve public health</li> <li>• Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.</li> </ul>				
Improvement Objective	Actions	Supporting Information	Completion by Month	Responsible Officer
To ensure that the waste and recycling collection service provides best value into the future	To implement the result of the SCDC <b>strategic procurement options appraisal</b> for the provision of future of waste & recycling collection services	<p><b>Resources:</b> Staff time DSR; PMQ; SH/C; HR and accountancy staff, implementation 09/10 £50K precautionary item</p> <p><b>Outputs:</b> Dependant upon option chosen.</p> <p><b>Outcomes:</b> Best value is obtained and service future proofed against known risks</p> <p><b>Risks:</b> No clear strategy available; Management time unavailable to direct project. Uncertainty for staff.</p>	Dependant upon option chosen	Dale Robinson

IMPROVEMENT PLAN: Street Cleansing & Enviro-crime Service				
<p><b>Relevant Council Aim/s:</b></p> <p>A. We are committed to being a listening council, providing first class services accessible to all.</p> <p>B. We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family</p> <p>C. We are committed to making South Cambridgeshire a place in which residents can feel proud to live</p>				
<p><b>Relevant Council Approach/es:</b></p> <ul style="list-style-type: none"> <li>• Listening to and engaging with our local community</li> <li>• Achieving improved customer satisfaction with our services</li> <li>• Ensuring that the council demonstrates value for money in the way it works</li> <li>• Working closely through our crime and disorder reduction partnership to reduce crime and the fear of crime</li> <li>• Working with partners to combat anti social behaviour</li> <li>• Working to improve the cleanliness of our villages</li> <li>• Protecting existing communities, villages and the countryside</li> <li>• Working more closely with parish councils and local groups</li> </ul>				
<p><b>Service Objective:</b> Health &amp; Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:</p> <ul style="list-style-type: none"> <li>• Protect and enhance the environment now and in the future</li> <li>• Improve on the sense of health, safety and well being within our existing and future villages, communities and businesses</li> </ul>				
Improvement Objective	Actions	Supporting Information	Completion by Month	Responsible Officer
To improve the responsiveness of the graffiti removal service	To consider and implement <b>improvements in the graffiti removal service</b> using existing resources to ensure that removal is action as soon as is practicable.	<p><b>Resources:</b> Staff time PMQ; KJ; MC. Existing budget, national probation service, Phil Aldiss</p> <p><b>Outputs:</b> reconfigured vehicles; retraining of officers; improved reporting and management procedures; purchase of removal kits for Parish Council use.</p> <p><b>Outcomes:</b> more timely graffiti removal, improved NI 195c, improved customer service and improve reputation.</p> <p><b>Risks:</b> Unable to meet expectations; demand outstrips supply.</p>	October 2009	Paul Quigley

IMPROVEMENT PLAN: Environmental Protection Service				
<p><b>Relevant Council Aim/s:</b></p> <p>A. We are committed to being a listening council, providing first class services accessible to all.</p> <p>B. We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family</p>				
<p><b>Relevant Council Approach/es:</b></p> <ul style="list-style-type: none"> <li>• Listening to and engaging with our local community</li> <li>• Ensuring that the council demonstrates value for money in the way it works</li> <li>• Making affordable housing more available to local people</li> <li>• Working with local residents to promote community cohesion and addressing the needs of the most vulnerable in the community</li> </ul>				
<p><b>Service Objective:</b> Health &amp; Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:</p> <ul style="list-style-type: none"> <li>• Improve on the sense of health, safety and well being within our existing and future villages, communities and businesses</li> <li>• Safeguard and improve public health</li> <li>• Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.</li> </ul>				
Improvement Objective	Actions	Supporting Information	Completion by Month	Responsible Officer
To ensure that the authority has a good understanding of the condition of private housing stock to inform investment decisions and strategies for improvement.	To carry out the 5 yearly <b>private stock house condition survey</b> in South Cambridgeshire.	<p><b>Resources:</b> £55k capital 09/10; £8K revenue annual updating &amp; review; C Evans and procurement service</p> <p><b>Outputs:</b> Private sector stock condition report</p> <p><b>Outcomes:</b> better informed investment decisions and strategies for improvement within private Sector Housing renewal strategy. Meets audit Commissions KLOE.</p> <p><b>Risks:</b> Survey implemented and/or analysed poorly; procurement processes do not provide competent contractor.</p>	To be undertaken in 2010/11	Chris Evans

IMPROVEMENT PLAN: Licensing Service				
<p><b>Relevant Council Aim/s:</b></p> <p>A. We are committed to being a listening council, providing first class services accessible to all.</p> <p>B. We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family</p> <p>C. We are committed to making South Cambridgeshire a place in which residents can feel proud to live</p>				
<p><b>Relevant Council Approach/es:</b></p> <ul style="list-style-type: none"> <li>• Listening to and engaging with our local community</li> <li>• Achieving improved customer satisfaction with our services</li> <li>• Working closely through our crime and disorder reduction partnership to reduce crime and the fear of crime</li> <li>• Working with partners to combat anti social behaviour</li> <li>• Working with local residents to promote community cohesion and addressing the needs of the most vulnerable in the community</li> <li>• Working closely with local businesses</li> <li>• Promoting economic development</li> <li>• Effectively to promote tourism</li> <li>• Protecting existing communities, villages and the countryside</li> <li>• Working more closely with parish councils and local groups</li> </ul>				
<p><b>Service Objective:</b> Health &amp; Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:</p> <ul style="list-style-type: none"> <li>• Improve on the sense of health, safety and well being within our existing and future villages, communities and businesses</li> <li>• Safeguard and improve public health</li> <li>• Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.</li> </ul>				
Improvement Objective	Actions	Supporting Information	Completion by Month	Responsible Officer
To assist in meeting the objectives of the Licensing Act 2003 and contribution to alcohol harm reduction	To investigate and consider the introduction of the <b>Best Bar None</b> scheme in South Cambridgeshire.	<p><b>Resources:</b> Staff in licensing; existing budgets</p> <p><b>Outputs:</b> Report for members consideration</p> <p><b>Outcomes:</b> Decision on whether to introduce scheme in South Cambridgeshire</p> <p><b>Risks:</b> Risks of introducing scheme to be included in report.</p>	December 2009	Myles Bebbington

IMPROVEMENT PLAN: Health Protection Service				
<p><b>Relevant Council Aim/s:</b></p> <p>A. We are committed to being a listening council, providing first class services accessible to all.</p> <p>B. We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family</p> <p>C. We are committed to making south Cambridgeshire a place in which residents can feel proud to live</p>				
<p><b>Relevant Council Approach/es:</b></p> <ul style="list-style-type: none"> <li>• Listening to and engaging with our local community</li> <li>• Making South Cambridgeshire District Council more open and accessible</li> <li>• Achieving improved customer satisfaction with our services</li> <li>• Ensuring that the council demonstrates value for money in the way it works</li> <li>• Understanding where health inequalities exist and focussing on areas of need</li> <li>• Working with local residents to promote community cohesion and addressing the needs of the most vulnerable in the community</li> <li>• Taking account of climate change in all the services that we deliver</li> <li>• Protecting existing communities, villages and the countryside</li> <li>• Working more closely with parish councils and local groups</li> <li>• Implementing planning policies to achieve successful new communities</li> </ul>				
<p><b>Service Objective:</b> Health &amp; Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:</p> <ul style="list-style-type: none"> <li>• Protect and enhance the environment now and in the future</li> <li>• Improve on the sense of health, safety and well being within our existing and future villages, communities and businesses</li> <li>• Safeguard and improve public health</li> <li>• Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.</li> </ul>				
Improvement Objective	Actions	Supporting Information	Completion by Month	Responsible Officer
To Improve customer service and improve efficiency.	To introduce <b>pre-payment for pest control treatment.</b>	<p><b>Resources:</b> Staff time PMQ; finance and contact centre</p> <p><b>Outputs:</b> Pre-payment service; reduction in invoices sent.</p> <p><b>Outcomes:</b> Reduction in bad debts and improved efficiencies, one stop shop approach for customer</p> <p><b>Risks:</b> Customers unwilling to pay before job completed; software capabilities.</p>	March 2010	Paul Quigley

IMPROVEMENT PLAN: Health Protection Service				
Ensuring accuracy of data monitoring	Replace the existing <b>air quality monitor</b>	<p><b>Resources:</b> £50k capital</p> <p><b>Outputs:</b> Completion of procurement process. Purchase and installation of new equipment.</p> <p><b>Outcomes:</b> Accurate, real-time data available to measure progress of air quality action plan within the A14 corridor air quality management area. NI 194; NI185; NI186.</p> <p><b>Risks:</b> If not done potential data failure, expensive repair bills on old equipment, inability to measure air quality improvements. Loss of reputation or dissatisfaction from members of community affected by poor air quality.</p>	December 2009	Susan Walford
To improve public health especially in helping to deliver the countywide obesity strategy.	In partnership with Cambridge City Council to pilot a <b>Healthy Eating Award Scheme</b> in South Cambridgeshire for possible countywide roll out	<p><b>Resources:</b> IG; Food &amp; Health &amp; safety team; City Council Env. Health; existing budgets.</p> <p><b>Outputs:</b> publicly accessible information scheme linked to Scores on the doors and award that promotes business</p> <p><b>Outcomes:</b> contribution to reducing obesity and healthy living through improved nutrition and diets; improved economic prosperity</p> <p><b>Risks:</b> Scheme fails; business take-up low; lack of public understanding of information.</p>	March 2010	Iain Green
To improve public health especially for those most susceptible to poor air quality.	To investigate with NHS Cambridgeshire the introduction of an <b>air quality GP early warning scheme</b> notifying those most susceptible to when air quality is forecast to be poor using the air quality monitoring programme.	<p><b>Resources:</b> Existing monitoring systems, health protection team; GP's and NETCEN</p> <p><b>Outputs:</b> Report to Members and NHS Cambridgeshire; Text messaging service to susceptible people.</p> <p><b>Outcomes:</b> Improved management of respiratory conditions linked to poor air quality leading to improved quality of life.</p> <p><b>Risks:</b> Technical and financial capability of partners; lack of GP support and engagement; poor in accurate forecasting; lack of public support.</p>	March 2010	Susan Walford



IMPROVEMENT PLAN: Home Improvement Agency Service				
<b>Relevant Council Aim/s:</b>				
B. We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family				
C. We are committed to making South Cambridgeshire a place in which residents can feel proud to live				
<b>Relevant Council Approach/es:</b>				
<ul style="list-style-type: none"> <li>Working with voluntary organisations, parish councils and Cambridgeshire county council to improve services through partnership</li> <li>Achieving improved customer satisfaction with our services</li> <li>Ensuring that the council demonstrates value for money in the way it works</li> </ul>				
<b>Service Objective:</b> Health & Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:				
<ul style="list-style-type: none"> <li>Safeguard and improve public health</li> <li>Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.</li> </ul>				
Improvement Objective	Actions	Supporting Information	Completion by Month	Responsible Officer
To improve performance in HIA PI's	<b>Re-instatement of assistant surveyor</b> to cope with mandatory DFG referrals	<p><b>Resources:</b> £13.3k (£27K 2010/11)</p> <p><b>Outputs:</b> increased number of applications dealt with appropriately.</p> <p><b>Outcomes:</b> Performance increases SE218; SE219; SE220; improved customer satisfaction, reduced sickness; expectations of external funders met.</p> <p><b>Risks:</b> Unable to recruit suitable candidate; demand continues to outstrip staff resources</p>	October 2009	Geoff Keerie
To seek Best value in the provision of Home Improvement Agency Services across Cambridgeshire	To take part in the <b>Cambridgeshire Home Improvement Agency Review</b> commissioning group and the progression of a competitive tendering process for HIA services in Cambridgeshire	<p><b>Resources:</b> Existing staff time JGK, MN, DSR others</p> <p><b>Outputs:</b> Review report with recommendation on way forward, re-configured provider services</p> <p><b>Outcomes:</b> More robust service able to deal with peak demands, improved targeting of funding and efficiencies; improve customer service to applicants leading to better protection of vulnerable clients</p> <p><b>Risks:</b> Resources move away from SCDC clients, SCDC influence on policies and service reduced</p>	Dependant upon project timetable	Dale Robinson

IMPROVEMENT PLAN: Awarded Watercourses Service				
<b>Relevant Council Aim/s:</b> B. We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family				
<b>Relevant Council Approach/es:</b> <ul style="list-style-type: none"> <li>Ensuring that the council demonstrates value for money in the way it works</li> </ul>				
<b>Service Objective:</b> Health & Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to: <ul style="list-style-type: none"> <li>Protect and enhance the environment now and in the future</li> <li>Safeguard and improve public health</li> </ul>				
Improvement Objective	Actions	Supporting Information	Completion by Month	Responsible Officer
To ensure that a Best Value service is provided.	Implementation of the result of the <b>tender for the awarded watercourse service</b>	<b>Resources:</b> Staff time PM, DSR, Sean Missen <b>Outputs:</b> New contract (s); potential new contractor (s) delivery service <b>Outcomes:</b> Best value obtained and delivered. <b>Risks:</b> contractor unable to deliver to specification; within time of contract start date; costs not all identified	Dependant upon award date	Pat Mathews

IMPROVEMENT PLAN: Food & Health & Safety Service				
<p><b>Relevant Council Aim/s:</b></p> <p>E. We are committed to being a listening council, providing first class services accessible to all.</p> <p>F. We are committed to ensuring that South Cambridgeshire continues to be a safe and healthy place for you and your family</p> <p>G. We are committed to assisting provision for local jobs for you and your family</p>				
<p><b>Relevant Council Approach/es:</b></p> <ul style="list-style-type: none"> <li>• Listening to and engaging with our local community</li> <li>• Achieving improved customer satisfaction with our services</li> <li>• Ensuring that the council demonstrates value for money in the way it works</li> <li>• Working with local residents to promote community cohesion and addressing the needs of the most vulnerable in the community</li> <li>• Working closely with local businesses</li> <li>• Promoting economic development</li> <li>• Protecting existing communities, villages and the countryside</li> <li>• Working more closely with parish councils and local groups</li> </ul>				
<p><b>Service Objective:</b> Health &amp; Environmental services within South Cambridgeshire District Council are committed to work in partnership with local organisations, businesses and the wider community to:</p> <ul style="list-style-type: none"> <li>• Improve on the sense of health, safety and well being within our existing and future villages, communities and businesses</li> <li>• Safeguard and improve public health</li> <li>• Enhance the quality of life of citizens generally and for those most vulnerable and disadvantaged specifically.</li> </ul>				
Improvement Objective	Actions	Supporting Information	Completion by Month	Responsible Officer
Implementation of new regulatory requirements regarding Private Water supplies to ensure safety and water quality standards are achieved	To implement required changes as result of the new <b>Private Water Supply regulations</b>	<p><b>Resources:</b> Food safety team; JGK;</p> <p><b>Outputs:</b> Revised procedures and policies; retraining of staff;</p> <p><b>Outcomes:</b> Improved safety of water supply; targeted regulatory activity</p> <p><b>Risks:</b> Failure to implement due to large improvement and change agenda; service not provided as per Private water supply users expectations; charging regime in-effective</p>	Dependant upon legislative timetable	Geoff Keerie

**Appendix 1: Performance & Trend analysis as measured against Best Value & Local Performance Indicators**

Ref	Performance indicator	Performance				Trend	Quartile position 06/07	Top quartile 06/07	Bottom Quartile 06/07	Median 06/07	Average 06/07
		05/06	06/07	07/08	08/09 Est						
<b>Customer Service</b>											
NI 37	*Awareness of Civil protection arrangements	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
NI 182	Satisfaction of businesses with local authority regulation services	N/a	N/a	N/a	75%	N/a	N/a	N/a	N/a	N/a	N/a
BV 89	Satisfaction with Cleanliness (*Satisfaction with keeping public land clear of litter)	63%	74%	74%	72%	↓	Top	74%	64%	71%	69.47%
BV 90a	Satisfaction with Household Waste Collection (*Satisfaction with Refuse collection)	87%	84%	84%	82%	↓	Second	86%	73%	81%	79.09%
BV 90b (now SE 246)	Satisfaction with local recycling facilities overall (*Satisfaction with doorstep recycling)	68%	69%	69%	87%	↑	Third	77%	68%	72%	72.21%

Ref	Performance indicator	Performance				Trend	Quartile position 06/07	Top quartile 06/07	Bottom Quartile 06/07	Median 06/07	Average 06/07
		05/06	06/07	07/08	08/09 Est						
SE 247	Satisfaction with of the accessibility of recycling facilities	75%	N/a	N/a	76%	↑	N/a	N/a	N/a	N/a	N/a
SE 248	Cleanliness after kerbside collection	82%	N/a	N/a	78%	↓	N/a	N/a	N/a	N/a	N/a
SE 249	Satisfaction with cleanliness and tidiness of recycling bank sites	65%	N/a	N/a	76%	↓	N/a	N/a	N/a	N/a	N/a
SE 248	Cleanliness of street after waste collection	85%	N/a	N/a	N/a	↑	N/a	N/a	N/a	N/a	N/a
SE ???	Satisfaction with the range of recyclables able to be deposit at recycling facilities	74%	N/a	N/a	76%	↑	N/a	N/a	N/a	N/a	N/a
SE 203	The % of environmental health complaints responded to within 3 working days	88%	86%	96%	97%	↔	N/a	N/a	N/a	N/a	N/a
SE 226	The % of customers who are satisfied overall with the way their request for a service, complaint or request for information was handled	85.5%	86%	No survey that year	79%	↓	N/a	N/a	N/a	N/a	N/a
SE 220	Home Improvement Agency; average weeks taken between first contact and first visit. (ODPM set)	2.6	1.8	2.4	3.2	↓	N/a	N/a	N/a	N/a	N/a
SE 222	% of customers who felt they had received a full	85%	82%	No survey	57%	↓	N/a	N/a	N/a	N/a	N/a

Ref	Performance indicator	Performance				Trend	Quartile position 06/07	Top quartile 06/07	Bottom Quartile 06/07	Median 06/07	Average 06/07
		05/06	06/07	07/08	08/09 Est						
	explanation as to actions taken			that year							
SE 223	The % of pest control customers who were overall satisfied with the service	95%	97%	94%	92%	↓	N/a	N/a	N/a	N/a	
SE 224	The % of missed collections put right by the end of the next working day following the reporting period being two days after the scheduled collection	100%	100%	100%	100%	↔	N/a	N/a	N/a	N/a	
SE 235	% telephone calls answered within 20 secs	N/a	97%	99%	98%	↔	N/a	N/a	N/a	N/a	
SE 236	% telephone calls abandoned	N/a	7.5%	4.2%	4%	↔	N/a	N/a	N/a	N/a	
SE 237	Letters responded to in 10 working days	N/a	N/a	96%	95%	↔	N/a	N/a	N/a	N/a	
SE 238	% complaints about service escalated to level 2 or above	N/a	N/a	10%	2%	↑	N/a	N/a	N/a	N/a	
<b>Workforce &amp; Learning</b>											
SE 209	% work time lost to sickness (excl: Env. Operations staff) Days lost in brackets.	2.56%	2.9% est	1.54%	2%	↓	N/a	N/a	N/a	N/a	

Ref	Performance indicator	Performance				Trend	Quartile position 06/07	Top quartile 06/07	Bottom Quartile 06/07	Median 06/07	Average 06/07
		05/06	06/07	07/08	08/09 Est						
SE 227	% work time lost to staff vacancies (excl: Env. Operations staff)	13%	9.9%	7.3%	2%	↑	N/a	N/a	N/a	N/a	N/a
SE 211	% staff with completed Employee Development Scheme interviews (Appraisal)	100%	100%	100%	100%	↔	N/a	N/a	N/a	N/a	N/a
SE 228	Training spend as % of total EH salary budget. (T03) (Excludes Env Operations Staff)	1.69%	1.45%	1.62%	1.27%	↓	N/a	N/a	N/a	N/a	N/a
SE 232	% Env Operations staff working time lost to sickness. Days lost in brackets.	5.17% (13dpe)	5% est (12.6 dpe)	6.65%	9%	↓	N/a	N/a	N/a	N/a	N/a
<b>Finance, Efficiency &amp; Value for Money</b>											
BV 86	Cost of waste collection per household	£46.74	£50.50	£47.31	£56.56	↓	Second	£44.53	£57.62	£50.76	£51.23
SE 213	% EH undisputed invoices processed within 10 working days of receipt.	95%	98%	97%	97%	↔	N/a	N/a	N/a	N/a	N/a
SE 214	Net spending per head on Environmental Health	£8.31	£9.50 Below 05/06 national	£9.01 below 06/07 national	£9.21	↑	N/a	N/a	N/a	N/a	N/a

Ref	Performance indicator	Performance				Trend	Quartile position 06/07	Top quartile 06/07	Bottom Quartile 06/07	Median 06/07	Average 06/07
		05/06	06/07	07/08	08/09 Est						
			ave. £11.62	average							
SE 229	Overall EH portfolio bottom line actual budget variance compared to original estimate	N/a	6.64%	7.8%	0%	↑	N/a	N/a	N/a	N/a	N/a
SE 234	VFM analysis – Rank in SPARSE benchmark family	N/a	2nd	Top quartile performance for below average cost	Top quartile performance for below average cost	↑	N/a	N/a	N/a	N/a	N/a
<b>Service Quality / Provision</b>											
NI 184	Food establishments in the area which are broadly compliant with food hygiene law	N/a	N/a	N/a	90%	N/a	N/a	N/a	N/a	N/a	N/a
NI 187	Tackling fuel poverty	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
NI 12	Refused & deferred HMO licence applications leading to immigration enforcement (Deferred indicator)	N/a	N/a	N/a	Definition under consultation	N/a	N/a	N/a	N/a	N/a	N/a
NI 191	Residual waste per household	N/a	N/a	N/a	510Kg	N/a	N/a	N/a	N/a	N/a	N/a
NI 192	Household waste recycled and composted	49.4%	50.9%	53.2%	53.5%	↑	Top	46.66%	24.73%	34.74%	35.9%



Ref	Performance indicator	Performance				Trend	Quartile position 06/07	Top quartile 06/07	Bottom Quartile 06/07	Median 06/07	Average 06/07
		05/06	06/07	07/08	08/09 Est						
Old BV 82ai	% tonnage of household waste recycled	18.1%	18.2%	18.7%	19%	↑	Bottom	26.83%	18.94%	22.6%	23%
Old BV 82 aii	Tonnage household waste sent for recycling	10,615	10,930	11,107	11,300	↑	Second	11,188	6,530	8,834	9,127
Old BV 82 bi	% household waste composted or anaerobically digested	31.3%	32.7%	34.5%	34.5%	↔	Top	19.83%	5.79%	12.14%	12.9%
Old BV 82 bii	Tonnage household waste composted or anaerobically digested	18,330	19,610	20,503	20,500	↔	Top	8,273	1,862	4,569	5,392
NI 195 a **	% of relevant land and highways surveyed having deposits of litter that fall below an acceptable level	BV199 30% combined	BV199 24% combined	BV199 24% Combined	NI195a 1%	↑	BV199 Bottom	BV199 5.9% Combined	BV199 12% Combined	BV199 9% Combined	BV199 9.5% Combined
NI 195 b **	% of relevant land and highways surveyed having deposits of detritus that fall below an acceptable level				NI195b 33%						
NI 195 c **	% of relevant land and highways surveyed from which unacceptable levels of graffiti are visible	BV199 6%	BV199 6%	BV199 6%	3%	↑	BV199 Bottom	BV199 0%	BV199 3%	BV199 1%	BV199 2%
NI 195	% of relevant land and highways surveyed from	BV199 3%	BV199 5%	BV199 5%	4%	↑	BV199 Bottom	BV199 0%	BV199 1%	BV199 0%	BV199 1%

Ref	Performance indicator	Performance				Trend	Quartile position 06/07	Top quartile 06/07	Bottom Quartile 06/07	Median 06/07	Average 06/07
		05/06	06/07	07/08	08/09 Est						
d**	which unacceptable levels of fly-posting are visible										
NI 196	Improved street and environmental cleanliness – Flytipping	1	3	2	N/a	↑	N/a	N/a	N/a	N/a	N/a
Old BV 216 b	% sites for which sufficient detailed information is available to decide whether remediation of the land is necessary.	9%	8.5%	10.1%	15%	↑	Second	11%	2%	4%	12%
Old BV 217	% pollution control improvements completed on time	66%	100%	100%	100%	↔	Top	100%	93%	100%	94%
Old BV 218 a	% abandoned vehicle new reports investigated within 24 hrs	76%	91%	95%	99%	↑	Third	100%	86%	96%	89.8%
Old BV 218 b	% abandoned vehicles removed within 24 hrs of when the LA legally entitled to remove the vehicle	85%	82%	80%	98%	↑	Third	100%	77%	90.5%	85.1%
SE 217	Total points score improvement in the Quality and Performance Hampshire matrix	5pts	5.3pts	6.6pts	6.2pts	↑	N/a	N/a	N/a	N/a	N/a
SE 217 a	improvement in the Quality and Performance Hampshire matrix – Food safety	39.2	40	40.4	40.4	↔	N/a	N/a	N/a	N/a	N/a

Ref	Performance indicator	Performance				Trend	Quartile position 06/07	Top quartile 06/07	Bottom Quartile 06/07	Median 06/07	Average 06/07
		05/06	06/07	07/08	08/09 Est						
SE 217 b	improvement in the Quality and Performance Hampshire matrix – Public health	25	28	29	29	↔	N/a	N/a	N/a	N/a	N/a
SE 217 c	improvement in the Quality and Performance Hampshire matrix – Health & Safety	34.3	31.8	32.9	32.9	↔	N/a	N/a	N/a	N/a	N/a
SE 217 d	improvement in the Quality and Performance Hampshire matrix – Pest Control	19.6	23.9	24.9	24.9	↔	N/a	N/a	N/a	N/a	N/a
SE 217 e	improvement in the Quality and Performance Hampshire matrix – Environmental control	37.8	38.3	39.8	39.8	↔	N/a	N/a	N/a	N/a	N/a
SE 217f	improvement in the Quality and Performance Hampshire matrix - Licensing	19	19	20	20	↔	N/a	N/a	N/a	N/a	N/a
SE 217 g	improvement in the Quality and Performance Hampshire matrix – Dog control	14	15	15	15	↔	N/a	N/a	N/a	N/a	N/a
SE 217 h	improvement in the Quality and Performance Hampshire matrix - Housing	25.6	34.3	33.9	33.9	↔	N/a	N/a	N/a	N/a	N/a
SE 217j	improvement in the Quality and Performance Hampshire matrix – Out of Hours	32	32	33	33	↔	N/a	N/a	N/a	N/a	N/a
SE 225	The % of pest control first treatments carried out within 4 working days	85%	97%	96%	97%	↔	N/a	N/a	N/a	N/a	N/a

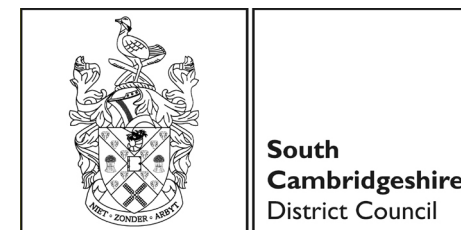
Ref	Performance indicator	Performance				Trend	Quartile position 06/07	Top quartile 06/07	Bottom Quartile 06/07	Median 06/07	Average 06/07
		05/06	06/07	07/08	08/09 Est						
SE 201	The number of collections missed per 100,000 collections of household waste	45	39	48	50	↓	N/a	N/a	N/a	N/a	N/a
SE 204	% health & safety inspections carried out for High risk premises ( <i>amended in 2009/10 from high risk to priority premises identified in topic based inspections regime</i> )	100%	100%	100%	100%	↔	N/a	N/a	N/a	N/a	N/a
SE 206	% of food premise inspections carried out for High risk premises	100%	100%	100%	100%	↔	N/a	N/a	N/a	N/a	N/a
SE 218	Home Improvement Agency; Average weeks taken to complete works of value <£1000 (set by Foundations)	13.15 wks	25.6 wks	10.3 wks	18wks	↓	N/a	N/a	N/a	N/a	N/a
SE 219	Home Improvement Agency; Average weeks taken to complete works of value >£1000 (set by Foundations)	54.6 wks	42.6 wks	46.55 wks	40 wks	↑	N/a	N/a	N/a	N/a	N/a
SE 230 a	% Licensing Act 2003 applications determined within 2months for premises and 3 months for personal	N/a	N/a	100%	100%	↔	N/a	N/a	N/a	N/a	N/a

Ref	Performance indicator	Performance				Trend	Quartile position 06/07	Top quartile 06/07	Bottom Quartile 06/07	Median 06/07	Average 06/07
		05/06	06/07	07/08	08/09 Est						
	licence applications,										
SE 233	% of taxi licensing applicants notified of determination within 10 working days of receiving all relevant information	N/a	N/a	95%	96%	↔	N/a	N/a	N/a	N/a	N/a

\* Included in Place survey

\*\* NI195 is a new indicator introduced from April 2008 to replace BV199. However, when the final guidance (v3) was issued at there were a number of significant changes to NI195 from the previous BV199, which means that BV199 performance is no directly comparable to NI195 performance.

**Appendix 2: Health & Environmental Services Risk Register  
February 2009**



<b>No.</b>	<b>Title Description</b> (The risk event, <i>leading to</i> consequence for service/objective/priority, <i>resulting in</i> possible outcome(s).)	<b>Impact/ Likelihood</b>	<b>Direction of Travel</b>	<b>Council Aims, Approaches, Actions</b>	<b>Owner</b>	<b>Timeline for Progress</b>
13	Current depot becomes inappropriate for future requirements <i>Leading to</i> health & safety implications and inability to fulfil service provision <i>Resulting in</i> Loss of operating licence, death or injury, service failure/disruption, drop in performance, inefficiency costs	B2	→	Av, Cii, Ciii, Civ	Stuart Harwood Clark	Discussions continuing. Awaiting outcome of housing futures & PFI project Bid included for 2010/11.
22	Failure to provide online transactions, screening of legislation, policy and fee practices <i>Leading to</i> breaches of the EU services directive <i>Resulting in</i> unjustified barriers to service provision, loss to the economy, possible legal intervention from EU traders.	B2	new	Aiii, Aiv, Di, Dii	Dale Robinson	Reliant on procurement of new software solution, plus integration with the FMS system.
15	Staff perception that there is a privatisation agenda <i>Leading to</i> uncertainty and unsettled workforce <i>Resulting in</i> lower staff morale, higher turn over of staff, drop in performance	C1	→	All	Senior Management Team, Cabinet	Local communication with staff involved

No.	Title Description (The risk event, <i>leading to</i> consequence for service/objective/priority, <i>resulting in</i> possible outcome(s).)	Impact/ Likelihood	Direction of Travel	Council Aims, Approaches, Actions	Owner	Timeline for Progress
16	<p>Inability for service managers to meet the demands placed upon them <i>Leading to</i> failure to achieve service and corporate objectives and targets <i>Resulting in</i> service failure, drop in performance, inability to achieve inspire corporate plans.</p>	C1	→	All	Senior Management Team, Cabinet	Additional resources requested in 2009/10-service plan for business manager, not approved. Issue highlighted to senior management team.
11	<p>Failure to meet air quality objectives through the air quality action plan for the A14 corridor <i>Leading to</i> poorer air quality <i>Resulting in</i> increased risk to public health, failure to achieve statutory objectives, negative impacts of key lines of enquiry in comprehensive performance reviews, reputation damage, ombudsman findings</p>	B3	→	A, B, C, D, Ei	Susan Walford	See Health Protection improvement plan. Action plan going out for public consultation March 2009.
21	<p>Finding of substantial savings to meet the MTFS and other financial pressures <i>Leading to</i> inability to meet expectations of service users <i>Resulting in</i> dissatisfaction, loss of reputation, low morale, adverse publicity.</p>	B3	new	All	Dale Robinson	Managers to consider proposals of areas for possible efficiencies and savings, which will be individually risk assessed and then put forward to the Portfolio Holder for consideration.

No.	Title Description (The risk event, <i>leading to</i> consequence for service/objective/priority, <i>resulting in</i> possible outcome(s).)	Impact/ Likelihood	Direction of Travel	Council Aims, Approaches, Actions	Owner	Timeline for Progress
10	Increased demand for mandatory disabled facility grants following demographic changes and Bristol report <i>Leading to</i> inability to meet demand within reducing budget and staffing resources <i>Resulting in</i> reputation damage as caring authority, Judicial review- order of mandamus, Ombudsman findings, vulnerable people living in inappropriate conditions.	C2	→	A, B,	Dale Robinson	Current level of capital sufficient. Staff resourcing issue bid placed within 2009/10-service plan, not approved.
6	Number of businesses requesting SCDC environmental health to act as its Primary Authority exceeds resource capability <i>Leading to</i> inability to meet expectations of businesses concerned and LBRO <i>Resulting in</i> reputation damage, LBRO intervention and breach of legislative requirements	C2	→	A, Di, Dii	Geoff Keerie	See 2009/10 service plan. Awaiting results of Govt. consultation. LBRO have advised they will give money to support local authorities.
12	Failure of MVM system before new software has been procured, implemented and operational <i>Leading to</i> loss of ability to manage workflow system and breakdown <i>Resulting in</i> drop in service performance, dissatisfied customers, inefficiencies, inappropriate allocation of jobs or service, public and individual health implications	B4	↓ (from B2)	Aiii, Aiv, Av,	Susan Walford	Procurement process for new software in train; award date due 27/3/09; aiming to go live in September 2009.



No.	Title Description (The risk event, <i>leading to</i> consequence for service/objective/priority, <i>resulting in</i> possible outcome(s).)	Impact/ Likelihood	Direction of Travel	Council Aims, Approaches, Actions	Owner	Timeline for Progress
2	Inability to recruit and/or retain appropriately skilled workforce i.e. HGV drivers, street cleansing operatives, Environmental Health Officers <i>Leading to</i> a high vacancy rate, <i>Resulting in</i> an inability to deliver statutory services, customer dissatisfaction, public health put at risk.	C3	↓ (from C2)	Aiv, Av, Biv, Cv, Cvi, Di, Dii	Dale Robinson	Economic slowdown reduces risk. Financial bid to increase student bursary in 2009/10 not approved.
19	Persistent and vexatious complaints <i>Leading to</i> disproportionate time spent on dealing with concerns <i>Resulting in</i> failure in meeting priorities, impact on other services, drop in staff morale.	C3	new	All	Service First	Corporate policy being considered by Service First, to go to EMT.
7	Contact centre fails to deliver customer service <i>Leading to</i> dissatisfied customers and inappropriate service provided <i>Resulting in</i> service failure, reputation damage, public health and well-being placed at greater risk, performance failures	B5	↓ (from B4)	All	Paul Quigley	Time period since the end of the improvement plan has demonstrated they can deliver the service. Training input by department.
20	Failure to influence waste infrastructure in growth area developments <i>Leading to</i> inability to provide service <i>Resulting in</i> increased costs, service difficulties, loss of reputation, decline in recycling rate.	B5	new	Aiv,Av, Cv, Cvi, Cvii	Paul Quigley	Ensure included in risk registers for each development. Ensure fully engaged in individual project groups.

No.	Title Description (The risk event, <i>leading to</i> consequence for service/objective/priority, <i>resulting in</i> possible outcome(s).)	Impact/ Likelihood	Direction of Travel	Council Aims, Approaches, Actions	Owner	Timeline for Progress
1	Vehicle provider ceases to trade, <i>Leading to</i> loss of vehicles <i>Resulting in</i> inability to provide service	C4	→	Cv, Cvi,	Stuart Harwood Clark	6 vehicles are still on the old contract; 2 more drop out in November 2009; but, the worsening financial situation could affect the companies concerned.
9	Footway lighting stock deteriorates quicker than anticipated <i>Leading to</i> demand for renewals outstripping budget <i>Resulting in</i> structural failure, injury, increased fear of crime, costs and compensation claims	C4	→	Av	Paul Quigley	County survey scheduled for March 2009, leading to long term maintenance programme.
17	Failure to obtain adequate qualified staff to serve the local government agenda, <i>Leading to</i> shortage in environmental health professionals in specialist areas required, <i>Resulting in</i> inability to provide professional and competent service.	B6	→	All	Dale Robinson	New CIEH competency framework being introduced 2012.
5	Environment Agency withdraws further from offering planning advice re flood impacts for new developments <i>Leading to</i> inability to provide informed commentary on development proposals <i>Resulting in</i> increased expectation on Drainage Manager to fill the gap, increased consultancy costs, development in wrong location, flooded properties, and reputation damage.	C5	↓ (from C4)	E	Patrick Matthews	Pitt review outcomes may alter the landscape.

No.	Title Description (The risk event, <i>leading to</i> consequence for service/objective/priority, <i>resulting in</i> possible outcome(s).)	Impact/ Likelihood	Direction of Travel	Council Aims, Approaches, Actions	Owner	Timeline for Progress
3	Non compliance with the requirements of the Local Better Regulation Office (LBRO), Compliance Code and Regulatory Enforcement & Sanctions Act <i>Leading to</i> Intervention by LBRO and the Better Regulation Executive <i>Resulting in</i> dissatisfied customers, reputation damage, poor corporate governance result, poor morale, loss of public/business confidence	C5	→	Di, Dii	Dale Robinson	Guidance from LBRO anticipated in due course.
4	Failure to engage in or be recognised by the Local Area Agreement process <i>Leading to</i> inability to influence area partner agendas <i>Resulting in</i> loss of revenue, inappropriate direction, and inability to influence corporate objectives.	C5	→	All	Dale Robinson	
8	Failure of PFI contract to deliver on contract requirements <i>Leading to</i> statutory direction by County Council to out of area disposal points <i>Resulting in</i> increased costs, breakdown of relationships, service disruption	C5	→	Av, Cv, Cvi	Dale Robinson	

<p><i>Notes</i></p> <p>The dotted line shows the Council's risk tolerance line.</p> <p>Risk numbers 14 and 18 have been removed from the risk register (October 2008 and February 2009, respectively).</p>	<p><u>Impact</u></p> <p>A Extreme B High C Medium D Low</p>	<p><u>Likelihood</u></p> <p>1 Almost certain 2 Likely 3 Possible 4 Unlikely 5 Seldom 6 Rare</p>	<p><i>Direction of Travel</i></p> <p>↓ Priority reduced from last review (bracket indicates previous priority) → Priority equal to last review ↑ Priority increased from last review (bracket indicates previous priority)</p>
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**SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL**

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<b>REPORT TO:</b>	Environmental Services Portfolio Holder	24 March 2009
<b>AUTHOR/S:</b>	Chief Executive / Democratic Services Manager	

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**MEMBER TRAINING AND DEVELOPMENT PROGRAMME 2009-2010****Purpose**

1. This report summarises the background work and consultations, which have informed the development of a Training and Development programme for the 2009-2010 Civic Year and recommends that the Portfolio Holder approve the plan and associated documents.

**Background**

2. The Corporate Governance Inspection in October 2006 highlighted weaknesses in the Council's arrangements for training and developing its Members. Since this time, a wide range of initiatives (including mentoring, Improvement and Development Agency (IDeA) training modules, in-house sessions, national leadership academy) have been put in place to address the weaknesses identified; however, programmes have lacked effective co-ordination and have not been sufficiently targeted to meet identified needs. As a consequence, several events have been poorly attended or cancelled.
3. In order to define objectives for Member Development more clearly and to enable an integrated and co-ordinated programme to be put in place, the Council developed and agreed a 3-year Member Development Strategy in July 2008. The strategy seeks to bring all training initiatives together in one place, and to ensure that such initiatives are based on training needs identified by Members themselves through a self-assessment process.
4. The self-assessment process involved a questionnaire which was circulated to all Members in September 2008. The questionnaire asked Members to rank a number of subject areas in terms of their current level of knowledge, and the extent to which they considered they would benefit from training and development in each subject using a traffic light scoring system. 32 Members returned completed questionnaires, representing a response rate of 57%. Further background to the questionnaire, and a full analysis of the results, is available to view in **Appendix A (attached)**.

**Draft Training and development programme**

5. **Appendix B (attached)** sets out a draft Training and Development Programme for the 2009-2010 Civic Year. The programme is based on Members' responses to the questionnaire and aims to identify all Member training within one document. This will help to ensure future Member training meets identified need, thus avoiding duplication and 'training fatigue' which has reduced attendance at, and consequently the effectiveness of, previous training. Such a programme will go some way to addressing the weaknesses with previous and current arrangements identified in paragraph 3 above.

### Considerations – Responding to in-year requests for training and development

6. Whilst the stated intention is for the training and development programme to provide a single point of reference setting out events which will be organised, there will be occasions where a Member or group of Members wish to attend training seminars or where an officer wishes a wider session to take place on key issues which may arise during the course of the year.
7. A further weakness of the Council's current arrangements is that training is not evaluated with sufficient robustness. At present, the only quantitative indicator measures the number of Members who have attended a skills training session during the year. Whilst this proved useful in demonstrating an increased commitment to providing training sessions (the figure improved from 46% during 2005-2006 to 79% in 2007-2008), now that the quantity of training has reached a high level, it is the quality of training which needs to be measured. It is considered that effective post-course evaluation can only be done once there has been a pre-training assessment of the objectives of the training, including how it will assist the Council in meeting its strategic aims. To address these issues, a draft policy and evaluation form have been developed.
8. The Portfolio Holder has authority to approve the attendance of members at training and development events and has requested the development of a set of policy guidelines to assist her in allocating the limited budget available. A draft set of guidelines for this purpose is **attached** at Appendix C.
9. The policy guidelines will be used in conjunction with a pre-and post-evaluation form (draft **attached** at Appendix D). The form may be completed by a Member, an officer (or a combination of the two) and is an adaptation of that used by managers to evaluate training events undertaken by their staff, and has the following purposes:
  - (a) As above, to enable the Portfolio Holder to determine *ad hoc* requests for training and development arising during the year;
  - (b) To enable post-course evaluation to be carried out to establish whether the course met its stated objectives, and explore how undertaking the training has benefitted attendees in their roles.

### Considerations – EMT Champion

10. EMT designated the Corporate Manager for Finance and Support Services to act as senior officer champion for Member training and development to ensure that it achieves and maintains an appropriate level of senior management ownership and input. The following extract from section (6) of the approved Member Development Strategy provides further information on the role of the shared responsibilities of the EMT champion and Portfolio Holder:

*'The Member Development Portfolio Holder and EMT Champion will have responsibility:*

- *To champion and encourage Member development in the council.*
- *To keep the Member Development Strategy and the Training and Development Programme under review through shaping and prioritising member development activities.*
- *To promote the Strategy and training and development activities among all Members of the council.*
- *To monitor and evaluate training and development activities.'*

11. As a consequence of the departure of the Corporate Manager for Finance and Support Services, it has become necessary to designate another member to fulfil the role of champion for member development. The Democratic Services Manager has led on arrangements for Member Development, therefore it is recommended that his line manager-designate, the new Executive Director for Finance and Support Services, be designated EMT champion for member training, upon taking up their appointment later in 2009.

### Options

12. The Portfolio Holder is invited to approve the training and development programme, policy guidelines and evaluation form as presented, to amend or reject these documents.

### Implications

13. Financial	The Member training budget for 2009-2010 is around £5,100. Whilst scrutiny and standards have specific budgets from which Member training can be funded, the future programme has been drafted with limited available resources in mind. Wherever possible, events will be run in-house. Where external consultants are engaged, services will be encouraged, and may be required, to contribute to the overall costs from within their budgets.
Legal	The Constitution requires all Members wishing to sit on the Planning and licensing committees to undergo appropriate basic and refresher training, therefore these will form standing elements of training programmes to be delivered every year.
Staffing	As indicated above, much training during 2009-2010 will take the form of in-house briefings by officers, due to the limited funds available. Such sessions will have an impact in terms of diverting officers from their operational duties.
Risk Management	Inadequate training and preparation may mean that Members are not properly equipped to carry out key roles. This could in turn lead to substandard decision-making and inappropriate behaviour which could be successfully challenged to the detriment of the Council's position and reputation.  The lack of training and development resources within the Council continues to limit the range and variety of training which can be provided, thus increasing the risk identified above.
Equal Opportunities	The development of annual training programmes will be an inclusive process based on Members' identified training and development needs, individually and collectively.  Specific training in equal opportunities has been built into the draft training and development programme for 2009-2010.

### Consultations

14. The programme has been endorsed by the task and finish group established by the Portfolio Holder and subsequently by the Executive Management Team. Preliminary discussions have also taken place with lead officers designated to carry out specific

training identified within the plan, from which feedback has been very useful and positive.

### **Effect on Corporate Objectives and Service Priorities**

15. The Member Development Strategy makes clear that all member training and development activity will have a primary aim of achieving and delivering the Council's corporate objectives (referred to as Aims, Approaches and Actions from April 2009).

### **Conclusions/Summary**

16. It is hoped that the Portfolio Holder will endorse the programme and supporting documents as a realistic and achievable means of delivering Member training and development during 2009-2010.

### **Recommendations**

17. The Portfolio Holder is invited to:
  - (1) Note the results of the 2008 survey of Members' training and development needs, as summarised in **Appendix A** attached.
  - (2) Consider, comment on and approve the following:
    - (a) The Member Training and Development Programme for 2009-2010 attached at **Appendix B**;
    - (b) The draft criteria for responding to requests for councillor training attached at **Appendix C**;
    - (c) The draft pre- and post-course evaluation form attached at **Appendix D**
  - (3) Designate the Executive Director for Finance and Support Services as champion for Member Training and Development following their appointment, the duties of the champion in the interim undertaken by the Democratic Services Manager.

**Background Papers:** the following background papers were used in the preparation of this report:

SCDC Member Development Strategy, approved by Council on 17 July 2008

**Contact Officer:** Richard May – Democratic Services Manager  
Telephone: (01954) 713016  
e-mail: [Richard.may@scambs.gov.uk](mailto:Richard.may@scambs.gov.uk)



## APPENDIX A

### MEMBER DEVELOPMENT STRATEGY SELF-ASSESSMENT QUESTIONNAIRE 2008 Analysis of responses and next steps

#### 1. Documents making up this phase of the project

- This covering report;
- Numerical analysis of responses (available from the Democratic Services Manager)
- Draft training and development programme for 2009-2010
- Pre- and post-evaluation training form and criteria
- Matrix of individual survey responses (confidential to the Member Development Portfolio Holder and Democratic Services Manager)

#### 2. Background

The Council adopted a Member Development Strategy in July 2008; in doing so it committed to achieving a more co-ordinated approach to Member training and development than had previously been the case.

The strategy sets out the Council's objectives for Member training and development as follows:

- To provide elected members with flexible and responsive training and development that is based on individual and organisational needs.
- To ensure members are in a position to function fully within their roles, working with officers and partners, especially parish councils, in order to achieve the vision and aims of the council.

In order to meet these objectives the Council will agree and implement an annual training and development programme. The programme has been informed by the first annual survey of Members' training and development needs, carried out during September-October 2008.

#### 3. The survey response

The survey was circulated to all Members in early September 2008 via e-mail; Members were requested to complete the questions and submit their responses on-line, although hard copies of the document were also made available for those preferring to use this response method.

A total of 32 responses were received, representing a 57% return rate.

#### 4. Headline responses, section by section

##### *(i) Categories and rationale*

For each of sections A-D, Members were asked to assess a number of different training and development topics in terms of which of the following statements most applied to them:

**Red – I don't feel that my current levels of knowledge and understanding in this area are sufficient and feel that I would benefit from training and development.**

## APPENDIX A

*In analysing the survey results, ticks in the red boxes have been treated as the highest training and development priority areas.*

**Amber – I have a basic knowledge and understanding in this area but would benefit from some further training and development in it.**

*In analyzing the survey results, ticks in the amber boxes have been treated as medium training and development priority areas.*

Green – I feel confident that my knowledge and understanding of this area is high and do not feel that I require training and development at this time.

*In analyzing the survey results, ticks in the green boxes have been treated as the lowest training and development priority areas.*

### **(ii) Section A – Specific skills and knowledge**

This section sought to assess Members' training needs in terms of the Council's direct services, including their knowledge and experience of the Contact Centre. The following subjects were identified as the highest priorities:

- Helping constituents with Council Tax and benefits enquiries (11 red)
- Planning: Section 106 legal agreements (8)
- New communities: Planning, community facilities and infrastructure (7)

The following subjects had the most ticks in the 'red' and 'amber' boxes i.e. areas in which Members felt further training and development would be beneficial:

- Helping constituents with Council Tax and benefits enquiries (11 red:13 amber)
- New communities: Planning, community facilities and infrastructure (7:17);
- Environmental health (5:16)
- Planning: Conservation and design (4:17)
- Planning: Section 106 legal agreements (8:13)

The preferred methods of training in the above subjects were in-house training provided by Council officers or external trainers.

The following subjects were identified as the lowest priorities:

- The contact centre (13 green)
- Waste and recycling (12)
- Planning: Development Control (12)
- Planning: Appeals and enforcement (12).

### **(iii) Section B – The local and national context**

This section sought to assess Members' training needs in terms of keeping abreast of national developments and policy areas impacting on their leadership and representational roles in the district. The following subjects were identified as the highest priorities:

- Recent and forthcoming legislation; national policies, strategies and programmes (14)

**APPENDIX A**

- Regional working (GO-East, EERA and the Regional Efficiency Partnership) (9)
- Cambridgeshire Together and the Local Area Agreement (8)

The following subjects had the most ticks in the 'red' and 'amber' boxes i.e. areas in which Members felt further training and development would be beneficial:

- Local government performance management (6:19)
- Cambridgeshire Together and the Local Area Agreement (8:19)
- Regional working (GO-East, EERA and the Regional Efficiency Partnership) (9:15)
- Recent and forthcoming legislation; national policies, strategies and programmes (14:10)

The following subjects were identified as the lowest priorities:

- Role of, and relationship with, parish councils (25 green)
- Roles and responsibilities of local government tiers (10)

The preferred methods of training in the above subjects were in-house training provided by Council officers, external trainers and e-learning.

***(iii) Section C – Corporate Governance***

This section sought to assess Members' training needs in terms of enhancing understanding of the depth and breath of their roles and responsibilities in governing the district council. The following subjects were identified as the highest priorities:

- Introduction to risk management policies (4)
- Corporate objectives, and the links to service plans, team and individual targets (4)
- Effective scrutiny (4)
- Introduction to the Local Strategic Partnership and partnership working (3)

The following subjects had the most ticks in the 'red' and 'amber' boxes i.e. areas in which Members felt further training and development would be beneficial:

- Introduction to how the Council operates financially and the impact this has on elected members (1:18)
- Introduction to the Local Strategic Partnership and partnership working (3:14)
- Corporate objectives, and the links to service plans, team and individual targets (4:12)
- Introduction to risk management policies (4:11)

The following subjects were identified as the lowest priorities:

- Members' Code of Conduct and procedures for complaints against councillors (21)
- Member/officer roles and relationships (17)
- How the Council is structured, who does what and where, strategic aims and objectives, service priorities (15).
- Role of elected members within communities and community leaderships (16).

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The preferred methods of training in the above subjects were in-house training provided by Council officers or external trainers.

**(iv) Section D – Technical skills**

This section sought to assess Members' training and development needs in terms of specific skills such as chairmanship, public speaking and IT literacy. The following subjects were identified as the highest priorities:

- Advanced IT skills (11)
- Intermediate IT skills (8)
- Media and communications; skills and responsibilities (5).

The following subjects had the most ticks in the 'red' and 'amber' boxes i.e. areas in which Members felt further training and development would be beneficial:

- Media and communications: skills and responsibilities (5:15)
- Advanced IT skills (11:7)
- Intermediate IT skills (8:7)
- Negotiation and influencing (1:14)

The following subjects were identified as the lowest priorities:

- Basic IT skills (19 green)
- Time management (18)
- Dealing with constituents (19)

The preferred methods of training in the above subjects were in-house training provided by Council officers or external trainers.

**(v) Response summary – percentage of answers in each category**

<b>Section</b>	<b>RED</b>	<b>AMBER</b>	<b>GREEN</b>
A – Specific skills and knowledge	20	48	32
B – Local and national context	26	46	28
C – Corporate Governance	9	41	50
D – Technical skills	11	34	55

The responses show there is a greater overall training and development need in specific service knowledge (section A) and the local and national context, with a particular emphasis on relevant current and forthcoming legislation and partnership working.

**(vi) Section E – Preferred time of training**

- (1) Time of day** – respondents showed a preference for daytime (27 comprising 17 morning and 10 afternoons) over twilight (6) and evening (7) sessions. Whilst the majority of Members responding expressed a preference for daytime meetings, we will look to cater specifically for those preferring, or only able to attend, evening training, when devising the 2009-2010 training programme.

**(2) Days of the week**

## APPENDIX A

Preference for weekdays was almost equal:

Monday (15)  
Tuesday (16)  
Wednesday (14)  
Thursday (15)  
Friday (11)

Only two respondents indicated a preference for weekend sessions.

### **(3) Separate sessions or hold training on other meetings dates**

The clear majority of preferences (21) were for training events to be held on the same day as other meetings, over the option to hold sessions on separate days (8).

## **5. Conclusion, recommendation and next steps**

1. The Portfolio Holder and task group are very grateful to Members whose responses have provided an invaluable indicator of high- and medium- priority training and development needs, and have provided a steer on Members' preferred dates and times and methods of training. The responses will enable Member training and development during 2009-2010 to be co-ordinated on a number of levels:

(i) A training and development programme identifying

- Generic training areas of high priority as identified by the first annual survey;
- Mandatory training required by Members of the Planning and licensing committees;
- Specific training and development events necessary to fulfil specific roles (including new Member induction)
- Other training and development priorities identified by the Portfolio Holder and Executive Management Team.

(ii) An individual training and development plan for each Member, based on their role within the Council and priorities identified in the survey.

(iii) Means of evaluating 'Ad hoc' requests for individual and group training using the agreed criteria and pre-evaluation form (Appendix C to this report).

2. The working group is requested to comment on the results of the survey and draft programme, suggest changes as it considers necessary before endorsing the draft programme for consultation with the Executive Management Team and Members. The intention will be for the final programme to be submitted to the Portfolio Holder for formal approval at her Portfolio Holder's meeting on 24 February 2009.

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## APPENDIX B

## Member Training and Development Programme 2009/10

## SECTION A – SPECIFIC SKILLS AND KNOWLEDGE

TOPIC AND METHOD OF DELIVERY	PURPOSE OF SESSION	DEADLINE FOR DELIVERY	DURATION	COST	LEAD OFFICER(S)
<p><b>Planning Committee</b> – briefing for new Committee Members with the Corporate Manager for Planning and Sustainable Communities</p>	<p>To provide new Members with the essential skills and knowledge necessary for them to sit on the committee.</p> <p>Appropriate training is mandatory for Members wishing to sit on the planning and licensing committee as stipulated in the Constitution.</p>	31 May 2009	2-3 hours	Officer time	Gareth Jones/Dave Rush
<p><b>Planning Committee</b> – Annual refresher for continuing Members of the Committee</p> <p>In-house briefing by lead officers</p>	<p>To ensure that continuing Members of the Committee remain equipped with the required skills and knowledge, keeping abreast of relevant developments in regional and national policy affecting their role.</p> <p>Appropriate training is mandatory for Members wishing to sit on the planning and licensing committee as stipulated in the Constitution.</p>	30 June 2009	2-3 hours at a time to be agreed	Officer time	Gareth Jones/Dave Rush
<p><b>Licensing committees</b> – briefing for new Committee Members</p> <p>In-house briefing by Licensing Officer or join training session run by a neighbouring authority (subject to availability)</p>	<p>To provide new Licensing Committee Members with the essential skills and knowledge necessary for them to sit on licensing hearing panels.</p> <p>Appropriate training is mandatory for Members wishing to sit on the planning and licensing committee as stipulated in the Constitution.</p>	31 May 2009	2 hours at a time to be agreed	Officer time External – approx £100 per Member	Dale Robinson/Myles Bebbington

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TOPIC AND METHOD OF DELIVERY	PURPOSE OF SESSION	DEADLINE FOR DELIVERY	DURATION	COST	LEAD OFFICER(S)
<p><b>Licensing Committee</b> – Annual refresher for continuing Members of the Committee</p> <p>In-house briefing by external provider</p>	<p>To ensure that continuing Members of the Committee remain equipped with the required skills and knowledge, keeping abreast of relevant developments in regional and national policy affecting their work.</p> <p>Appropriate training is mandatory for Members wishing to sit on the planning and licensing committee as stipulated in the Constitution.</p>	30 June 2009	Half-day refresher session	£500 approx	Dale Robinson/Myles Bebbington
<p><b>Employment Committee</b> training for new and continuing Members</p> <p>In-house briefing by external provider</p>	<p>To ensure that Committee Members have the necessary skills and knowledge to carry out their role in terms of the recruitment and selection of senior staff (half-day) and hearing staff appeals (half-day).</p>	30 June 2009	Full day course	£500 - £1,000	Susan Gardner Craig
<p><b>Joint Development Control Committees</b> (Northstowe, Cambridge Fringes) training programme. Aimed primarily at district, city and county councillors sitting on the committees, with an expectation that sessions will be open to all Members wherever possible.</p>	<p>To ensure Members understand the specific issues and challenges associated with overseeing large-scale growth. Specific sessions to consider the link between development control, community facilities and infrastructure, in response to an identified high priority training need.</p>	Quarterly programme of in-house seminars delivered by a mixture of local authority officers and guest speakers.	2 hour sessions	To be met from within existing resources wherever possible.	Peter Studdert/Jo Mills
<p><b>Planning conditions and obligations</b></p>	<p>To provide an overview of law and practice in respect of Section 106 legal</p>	28 February 2010	Full-day workshop	£2,500	Gareth Jones



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TOPIC AND METHOD OF DELIVERY	PURPOSE OF SESSION	DEADLINE FOR DELIVERY	DURATION	COST	LEAD OFFICER(S)
In-house briefing by external provider	agreements and the link to planning conditions. Response to an identified high priority training need	31 July 2009	2-3 hour briefing	Officer time	Lee Phanco
<b>An introduction to the Council's revenues and benefits service</b> In-house briefing by the Head of Revenues	To provide Members with an overview of the revenues and benefits service, enabling them to assist constituents with related enquiries.	30 Sept 2009	15-30 mins workshop	Officer time	Jackie Sayers
<b>Scrutiny skills</b> Refresher session for scrutiny monitors In-house session prior to a scrutiny committee meeting	To recap on role of scrutiny monitor	31 December 2009	2-hour session(s)	Up to £3,000	Jackie Sayers
<b>Scrutiny skills</b> - at least one session with external provider	To hone scrutiny skills as identified via committee's annual self-evaluation	As per the dedicated training plan for the Contact Centre	As per the dedicated training plan for the Contact Centre	As per the dedicated training plan for the Contact Centre	Lee Phanco
<b>Contact centre</b>	To increase aware and understanding of the Contact Centre in response to concerns identified in the survey of Members' Communication needs				

## APPENDIX B

## SECTION B – THE LOCAL AND NATIONAL CONTEXT

TOPIC AND METHOD OF DELIVERY	PURPOSE OF SESSION	DEADLINE FOR DELIVERY	DURATION	COST	LEAD OFFICER(S)
<p><b>New legislation</b> - Briefing sessions on the implications of relevant new legislation, national and regional policy and programmes etc, to be identified by EMT and delivered by the relevant Chief Officer/Corporate Manager(s)</p>	<p>To ensure members have an up-to-date understanding of national developments in the local government field in respect of local authority functions and priorities.</p> <p>Response to an identified high priority training need.</p>	<p>Six-monthly briefings prior to the Council meetings in April and November 2009</p>	<p>30 minute headline presentation followed by question and answer</p>	<p>Officer time</p>	<p>Greg Harlock/Catriona Dunnett</p>
<p><b>Regional working</b> – GO-East, EERA and the Regional Efficiency Partnership</p> <p>Briefing led by Chief Officers with leading external representatives to be invited. Detailed subjects/content to be advised.</p>	<p>To provide an overview of the role and responsibilities of key regional organisations and their inter-relationship with local authorities.</p> <p>Response to an identified high priority training need.</p>	<p>30 September 2009</p>	<p>2-hour briefing/workshop</p>	<p>Officer time. Expenses of external invitees.</p>	<p>Denise Lewis/Gemma Barron</p>
<p><b>Cambridgeshire Together and the Local Area Agreement</b></p> <p>Briefing led by lead partnership officers with appropriate</p>	<p>To provide an overview of Cambridgeshire Together, the county's strategic partnership, and its progress on meeting its vision and targets within the 3-year Local Area Agreement.</p> <p>Response to an identified high priority</p>	<p>30 November 2009</p>	<p>2-hour briefing/workshop</p>	<p>Officer time. Expenses of external invitees.</p>	<p>Denise Lewis/Gemma Barron</p>

## APPENDIX B

external representatives to be invited. Detailed subjects/content to be advised.	training need.			
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## SECTION C – CORPORATE GOVERNANCE

TOPIC AND METHOD OF DELIVERY	PURPOSE OF SESSION	DEADLINE FOR DELIVERY	DURATION	COST	OFFICER(S)
<p><b>An introduction to Local Government Finance</b>, the local financial context and the role of elected Members in budget-setting and monitoring.</p> <p>In-house briefing by Council Officers (as recommended by the Finance Task and Finish Group)</p>	<p>To enable all Members to undertake their differing roles and duties in respect of finance efficiently and effectively, taking into account relevant local, regional and national factors impacting on this role.</p> <p>Response to an identified high priority training need.</p>	31 October 2009	3 hours	Officer time	Executive Director for Corporate Services
<p><b>Risk Management</b> – Targeted briefing for Cabinet and Corporate Governance Committee Members with specific responsibilities for risk management</p> <p>In-house seminar delivered by external provider</p>	<p>To provide a basic understanding of local authority risk management focussing on Members' role in overseeing the Council's strategic approach to risk and ownership of operational risk registers.</p> <p>Response to an identified high priority training need.</p>	30 June 2009	3 hours	Funded through insurance arrangements	John Garnham

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<b>Risk Management –</b> General introduction to risk management for all Members	To provide a general overview of risk management, to coincide with the annual review of the Risk Management Strategy	31 October 2009	3 hours	Funded through insurance arrangements	John Garnham
<b>Introduction to CORVU (1)</b>  Introduction to the new Performance Management Portal (CorVu)  In-house briefings to be delivered as part of the launch of the new Performance Management Portal System (CorVu)	To introduce the new web-based performance management portal system to councillors, providing a general overview for all councillors and specific training on access to performance reports by different groups of Members e.g. Portfolio Holders, Scrutiny Monitors, Local Ward Members.  Part of the CorVu launch project plan	30 June 2009	2-3 one-hour sessions	Officer time	Paul Swift/Ian Salter
<b>Introduction to CORVU (2)</b>	To provide specific training for small groups of Members	31 July 2009	3 hours	Officer time	Paul Swift/Ian Salter
<b>Equalities and Diversity</b>  In-house training with external support as appropriate.	To ensure Members are aware of and understand the Council's legal responsibility and community leadership role to promote and implement equality in all its activities.	30 June 2009	Half-day session	Consultants. To be funded from equalities budget	Paul Swift/Paul Williams
<b>Standards Committee</b> training programme  Mixture of in-house training and external	To ensure district councillors, parish council and independent representatives on the Standards Committee have the skills and knowledge to enable them to carry out the committee's functions in respect of the assessment, review and	30 April 2010	Various – to be advised	To be advised – to be funded from Standards Committee budget	Catriona Dunnett/Fiona McMillan

## APPENDIX B

courses and seminars	determination of complaints and the promotion of high standards of conduct by Members.				
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## SECTION D – TECHNICAL SKILLS

TOPIC AND METHOD OF DELIVERY	PURPOSE OF SESSION	DEADLINE FOR DELIVERY	DURATION	COST	LEAD OFFICER(S)
<b>Intermediate IT skills</b> In-house seminar; possible combination with officer IT training programme. Use of the Council's approved providers Oak Tree Management and Training Ltd	To enhance Members' IT abilities through training in such areas as file attachments, desktop shortcuts and inserting basic tables.	30 November 2009	Half-day	Tbc	Steve Rayment
<b>Advanced IT skills</b> In-house seminar; possible combination with officer IT training programme. Use of the Council's approved providers Oak Tree Management and Training Ltd	To enhance Members' IT abilities through training in areas such as printer set-up, forming complex tables and spreadsheets.	31 March 2010	Half-day	Tbc	Steve Rayment
<b>National Leadership Academy</b> External residential IDEa course	To equip lead Members with the personal, political and community leadership skills necessary to assist them in meeting the challenges of running the Council.	31 March 2010	Three weekend modules plus an optional fourth module	£1,500 per Member, funded by Improvement East	Paul Swift

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APPENDIX C

**CRITERIA FOR RESPONDING TO REQUESTS FOR COUNCILLOR TRAINING**

**To be read in conjunction with the Member Training Request and Pre-evaluation form.**

**In determining requests for training and development events for Members, the Portfolio Holder will have regard to the criteria below.** These criteria are intended to ensure equity in the way training requests are handled and value for money for the Council.

**A) Priority order for assessing requests for training (in descending priority order):**

- (1) The training is mandatory, as required by the Constitution;
- (2) The training and development is necessary for a Member or group of Members to fulfil specific responsibilities as holders of the following positions:
  - Leader and Deputy Leader;
  - Cabinet Portfolio Holder;
  - Chair and VC of Scrutiny and Overview Committee;
  - Scrutiny and Overview Committee Member;
  - Scrutiny and Overview Committee portfolio monitor;
  - Opposition Group Leader;
  - Chair and VC of Planning, Standards, Employment or Corporate Governance Committee;
  - Standards, Employment or Corporate Governance Committee member;
- (3) The training and development will enable holders of the above posts to maintain an up-to-date knowledge and understanding of their specialist subject areas.
- (4) The training meets a training need (individual or collective) previously identified as a high priority through the annual Member training and development survey but not incorporated within the annual training and development work programme;
- (5) The training and development has not been identified as a specific priority in the annual Member survey or training and development programme, but nevertheless offers opportunities to enable Members to carry out their roles as district councillors more effectively in tangible ways.
- (6) The training and development offers the Member(s) the opportunity to develop skills and knowledge in a particular area of interest in order to support their self-development and subsequently raise awareness of the issue within the Council.

**B) Policy for determining the method of training to be used**

The Portfolio Holder will seek to ensure that opportunities to provide training and development using internal expertise or free resources (e.g. e-learning modules) will be explored before agreement is given to seek external providers. In all cases, the Portfolio Holder will seek to ensure that the Council receives value-for-money in the training and development it provides.

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**C) Policy for determining the allocation of resources to the training and development**

The member development strategy provides the framework for the preparation of members through development opportunities within a limited budget. The Portfolio Holder shall consider the financial implications of any requests for training and development in the context of the overall delivery of the annual training and development programme. The Portfolio Holder will also seek to ensure that no Member or group receives preferential treatment in the allocation of training and development resources.

Criteria approved by Councillor Mrs. Susan Ellington  
Portfolio Holder with responsibility for Member Training and Development  
24 March 2009



## APPENDIX D



## MEMBER TRAINING REQUEST AND PRE-EVALUATION FORM

Pre-training evaluation

<b>Request by (Name and job title or Councillor and position e.g. Portfolio Holder, Committee Chairman):</b>	
<b>Title of Training:</b>	
<b>Date of training:</b>	
<b>Cost:</b>	
<b>Type of training (internal or external seminar, e-learning)</b>	
<b>Training is for (individual Member, committee, all)</b>	

Before the course

<b>Objectives of Training</b>	<i>(Include how the training will meet corporate objectives and individual needs and will help the Member/Members perform their roles effectively)</i>
<b>Has training need been identified through the annual self-assessment process and work agreed programme?</b>	<i>(If not, please provide justification for the training, linking closely to the objectives identified above)</i>
<b>How will training be incorporated into Members' roles?</b>	<i>(Eg. Greater effectiveness as chairman or contributor at committee meetings, to provide the necessary training to sit on licensing committee)</i>

**APPENDIX D**

<p><b>How and when will effectiveness of training be evaluated?</b></p>	<p><i>(Performance indicators e.g. planning: increase in percentage of appeals refused, cost effectiveness, stakeholder interviews)</i></p>
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<p><b>Authorised by Portfolio Holder (sign)</b></p>		<p><b>Date</b></p>
<p><b>PRINT</b></p>		

<p><b>Budget available?</b></p>	
<p><b>Booked:</b></p>	

**For completion 2-3 months after the training by the Democratic Services Manager and Member(s) who undertook the training**

<p><b>In what ways has the training been incorporated into your roles?</b></p>	
<p><b>In what ways has the training improved personal and organisational performance?</b></p>	

<p><b>Member(s') Signature(s)</b></p>		<p><b>Date</b></p>
<p><b>Democratic Services Manager</b></p>		<p><b>Signature</b></p>

Environmental Services Portfolio Holder – Forward Plan from 18 May 2009

Meeting on: 18 May 2009	Officer		Officer	Meeting on:	Officer
<ul style="list-style-type: none"> <li>• End of year service improvements performance report</li> <li>• End of year PI performance report</li> <li>• 2008/09 Outturn budget monitoring report</li> <li>• End of year Hampshire matrix</li> <li>• Customer Satisfaction</li> <li>• Waste &amp; Recycling collections from hard to reach groups</li> </ul>	EHMT EHMT DH/DR JK IG PQ				

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