

AGENDA

CABINET

TUESDAY, 17 NOVEMBER 2020

4.00 PM

**VIA ZOOM VIDEO CONFERENCING
SYSTEM**

Committee Officer: Linda Albon
Tel: 01354 622229
e-mail: memberservices@fenland.gov.uk

Due to the COVID-19 outbreak and the restrictions by the Government on gatherings of people, this meeting will be conducted remotely using the Zoom video conferencing system. There will be no access to this meeting at the Council offices, but you can view the meeting on YouTube, apart from any items marked confidential.

- 1 To receive apologies for absence
- 2 Previous Minutes (Pages 3 - 10)

To confirm the public minutes of the meetings held 8 October and 21 October 2020.
- 3 To report additional items for consideration which the Chairman deems urgent by virtue of the special circumstances to be now specified
- 4 To receive members' declaration of any interests under the Local Code of Conduct or any interest under the Code of Conduct on Planning Matters in respect of any item to be discussed at the meeting
- 5 Public Spaces Protection Orders - Responsible Dog Ownership (Pages 11 - 98)

To seek approval for Public Space Protection Orders which provide powers for the control of nuisance dogs and dog fouling.

6 Fenland Cycle Schemes and Cycling, Walking & Mobility Strategy (Pages 99 - 108)

To identify and work up approved list of cycling schemes ready to put forward for funding and develop a Cycling, Walking & Mobility Strategy to lever further funding.

7 Draft 6 Month Cabinet Forward Plan (Pages 109 - 110)

For information purposes.

8 Items which the Chairman has under item 3 deemed urgent

9 CPCA Funding (Pages 111 - 158)

This report seeks approval of the funding agreements required to facilitate the improvement works for Manea, March and Whittlesea railway stations (the "Fenland Stations Project").

Schedule 4 comprises exempt information - to exclude the public (including the press) from a meeting of a committee it is necessary for the following proposition to be moved and adopted: "that the public be excluded from the meeting for Items which involve the likely disclosure of exempt information as defined in the paragraphs 3 of Part I of Schedule 12A of the Local Government Act 1972 (as amended) as indicated."

CONFIDENTIAL - ITEMS COMPRISING EXEMPT INFORMATION

To exclude the public (including the press) from a meeting of a committee it is necessary for the following proposition to be moved and adopted: "that the public be excluded from the meeting for Items which involve the likely disclosure of exempt information as defined in the paragraphs 3 of Part I of Schedule 12A of the Local Government Act 1972 (as amended) as indicated."

10 Confidential Minutes (Pages 159 - 168)

To confirm the confidential minutes of the meetings held 8 October and 21 October 2020.

Monday, 9 November 2020

Members: Councillor C Boden (Chairman), Councillor Mrs J French (Vice-Chairman), Councillor I Benney, Councillor S Clark, Councillor Miss S Hoy, Councillor Mrs D Laws, Councillor P Murphy, Councillor C Seaton, Councillor S Tierney and Councillor S Wallwork

CABINET



THURSDAY, 8 OCTOBER 2020 - 4.00 PM

PRESENT: Councillor C Boden (Chairman), Councillor Mrs J French (Vice-Chairman), Councillor I Benney, Councillor S Clark, Councillor Miss S Hoy, Councillor Mrs D Laws, Councillor P Murphy, Councillor C Seaton, Councillor S Tierney and Councillor S Wallwork

OFFICERS IN ATTENDANCE: Amy Brown (Chief Solicitor and Deputy Monitoring Officer), Peter Catchpole (Corporate Director and Chief Finance Officer), Paul Medd (Chief Executive), Carol Pilson (Corporate Director and Monitoring Officer) and Justin Wingfield (Head of Business & Economy)

GUESTS: Nick Dighton and Nick Carver of Floorspan

Councillor Boden welcomed members of the public and press watching the livestream of the Cabinet meeting via YouTube due to Government guidance on social distancing. The meeting was held in accordance with the provision set out in the Local Authorities and Police and Crime Panels (Coronavirus) (Flexibility of Local Authority and Police and Crime Panel Meetings) (England and Wales) Regulations 2020 and with Fenland District Council's Virtual Meeting Protocol.

CAB21/19 PREVIOUS MINUTES

The minutes of the meeting held 8 September 2020 were agreed.

CAB22/19 QUESTIONS FROM MEMBERS OF THE PUBLIC IN ACCORDANCE WITH PROCEDURE RULE 9A.

In accordance with Procedure Rule 9A, Nick Dighton, Managing Director of Floorspan, asked the following question.

“Over 20 years ago in 1998 as a one man band I stood in person before a similar Fenland District Council Committee to make my case for Planning Permission on 3/4 of an acre in Europa Way that I was negotiating to buy from FDC which, if granted, would enable me to move my fledgling business to Wisbech.

I very much remember the kind and encouraging words of the Committee Chairman as he presided over a unanimous approval.

We now employ close to 100 people from a 6-acre operational site, in part facilitated by FDC through the sale of additional land and the granting of various Planning Permissions along the way. However, the existing site is at capacity and we need additional land to facilitate the next phase of the company's growth.

We have been engaged with FDC through your Economic Development Officer for over 3.5 years now in an attempt to identify and purchase a suitable site, longer than the possibility of the incinerator project I imagine and this fact, combined with our demonstrable history with FDC, should undermine the suggestion that there is a connection. The latest setback in the form of a Motion to halt the sale of all land within 500mtrs of the proposed incinerator, proposed on the eve

of the meeting at which the sale of the site was to be considered, is a bitter blow.

Anecdotally, we have heard that some members have imagined a connection between the project and Floorspan which does not exist. I want to make it absolutely clear to members that there is and never has been any connection between Floorspan and the incinerator project. An imaginary connection is simply fanciful and potentially very damaging to us and to FDC.

The current economic conditions are unique and challenging but paradoxically in our opinion present a moment in time for an ambitious and forward-looking company. The Government are keen to support companies like us and are offering various incentives by way of encouragement.

I urge you to continue the support to us that you have shown in past years and demonstrate to the wider world that you really are “open for business”.

Your Standing Order requires that any presentation to this committee on such a crucial matter can only be in the form of a question. So on the basis of what has just been said my question is: ‘On what evidence is the justification for holding up and then refusing the sale of the land to Floorspan with all the added benefits to the Wisbech area really based and will you reconsider the earlier Motion to enable our expansion to proceed within the FDC area.’

Councillor Boden thanked Nick Dighton for both his statement and question, saying that there is a confidential item on the agenda within which Cabinet would consider carefully everything that has been said. Councillor Boden added that when a question is raised in public at a council meeting concerning an agenda item at that meeting, usually it would be the case that a substantive answer would be given to the question, referring to the details of the published report relating to that item. Unfortunately, in this case it is possible that Cabinet will determine that as the agenda report contains legally exempt information, the report and discussion of that item will have to remain confidential, therefore for that legal reason he can say no more at this stage.

Councillor Boden thanked Nick Dighton for attending Cabinet and providing the information that members would take on board.

Nick Dighton asked when he may expect to hear further in relation to his question. Carol Pilson advised that whatever decision was made today; a call-in period of five working days would have to be observed before any decision could be implemented and any decision released.

Councillor Boden thanked both Nick Dighton and Nick Carver for attending the meeting today.

(Nick Dighton and Nick Carver left the meeting).

CAB23/19 DRAFT 6 MONTH CABINET FORWARD PLAN

Councillor Boden presented the Cabinet Forward Plan for information.

CAB24/19 PROPOSED DISPOSAL OF LAND (CONFIDENTIAL ITEM)

Members considered the confidential Proposed Disposal of Land report presented by Councillor Boden.

Members made comments, asked questions and received responses.

Cabinet considered the report and RESOLVED to pursue Option 1 which was to retain the Land and the Additional Land and not to enter into any disposal or further negotiations at this time acknowledging the economic implications and strategic significance of the site. In conjunction with this, Cabinet requested that officers provide the organisation requesting

the sale with ongoing assistance in identifying opportunities for expansion within the District.

4.49 pm

Chairman

CABINET



WEDNESDAY, 21 OCTOBER 2020 - 4.00 PM

PRESENT: Councillor C Boden (Chairman), Councillor Mrs J French (Vice-Chairman), Councillor I Benney, Councillor S Clark, Councillor Miss S Hoy, Councillor Mrs D Laws, Councillor P Murphy, Councillor C Seaton, Councillor S Tierney and Councillor S Wallwork

OFFICERS IN ATTENDANCE: Amy Brown (Chief Solicitor and Deputy Monitoring Officer), Peter Catchpole (Corporate Director and Chief Finance Officer), Garry Edwards (Engineering Manager), Phil Hughes (Head Of Leisure Services), Simon Machen (Interim Corporate Director), Paul Medd (Chief Executive), Carol Pilson (Corporate Director and Monitoring Officer), Gemma Wildman (Local Plan Manager) and Justin Wingfield (Head of Business & Economy)

Councillor Boden welcomed members of the public and press watching the livestream of the Cabinet meeting via YouTube due to Government guidance on social distancing. The meeting was held in accordance with the provision set out in the Local Authorities and Police and Crime Panels (Coronavirus) (Flexibility of Local Authority and Police and Crime Panel Meetings) (England and Wales) Regulations 2020 and with Fenland District Council's Virtual Meeting Protocol.

CAB25/19 PROJECTS UPDATE - GROWING FENLAND & CCC CAPITAL COMMUNITY FUND

Members considered the Project Update – Growing Fenland and CCC Capital Community Fund report presented by Councillor Boden.

Councillor Boden drew Members' attention to a late amendment within the report which had been republished. The list of projects for the CPCA funding has been increased from three to five with some specific figures regarding the amount of CPCA funding requested and the revenue cost implications for FDC.

Members made comments, asked questions and received responses as follows:

- Councillor Hoy asked who is communicating when the bids are won because Wisbech Town Council have still not been told officially they have received funding for the marketplace and are the payments made on a staged basis? Councillor Boden apologised that Wisbech Town Council had not received official notification, he was not aware of this and he will report back to the Combined Authority to ensure the mechanisms are put in place that all successful bids are notified to the relevant town and parish councils as a matter of urgency. Regarding funding, unfortunately he is not aware of the answer and will find this out from the CPCA.
- Councillor Mrs French asked Councillor Hoy if she had been notified by Cambridgeshire County Council under the community fund that money had been awarded. Councillor Hoy said yes, she had heard from them and that they will be paid this in stages but had not heard from the CPCA and wondered if that was a different process. Councillor Boden reiterated that he would report back to the CPCA for this information.
- Paul Medd said in response to Councillor Hoy's second question, he suspects the CA will want a funding agreement which will itemise the specifics associated with each of the projects and how payment is received. He confirmed that this would be taken up on Councillor Hoy's behalf.
- Councillor Mrs Laws said that she had contacted officers who are supporting the Growing Fenland Group and understands a wealth of legal documents have been submitted by the

CPCA, which is onerous and time consuming, but we have to go through them and her concern is that having heard the good news, it sounds like it could be weeks before hearing more on the funding. She is hoping that the legal documents have now been reviewed and returned to the CPCA, but she cannot confirm that. Paul Medd said that was a good point, the news that the money is available is great, but we want to get on and deliver the projects and officers are working very hard in order that all the appropriate governance can be in place as quickly as possible.

Cabinet AGREED to:

- **Note the content of the revised report and the five projects submitted as set out in the appendices to the report;**
- **Authorise the relevant revenue costs associated with these five projects and to note there are no capital costs for FDC to consider.**

CAB26/19 FREEDOM LEISURE UPDATE

Members considered the Freedom Leisure Update report presented by Councillor Sam Clark.

Councillor Clark pointed out that although the report stated that FDC had received £1.1 million in Government support, this figure should read £1.291 million.

Members made comments, asked questions and received responses as follows:

- Councillor Mrs French said it is unfortunate, it will cost money, but we have to support this.
- Councillor Mrs Laws agreed with Councillor Mrs French saying we are in no position to make any decision other than to support this.
- Councillor Seaton said it was not only the financial implication to consider but the welfare of the residents who rely on the facilities provided by Freedom. We have a duty to provide support whilst financially possible.

Cabinet AGREED that:

- 3.1 Fenland District Council (“FDC”) provides the financial relief to Freedom Leisure set out in these recommendations.**
- 3.2 FDC defers the monthly management fee of £37,560 per month for October 2020 – March 2021, at a cost to the Council of £225,360, repayable in accordance with the terms set out at paragraph 3.6 of these recommendations and noting some of these monies are recoverable through the Government’s Income Compensation Scheme for Councils.**
- 3.3 FDC continues to support Freedom Leisure on an open book basis by providing them with an interest free loan payable monthly up to the amounts set out below and repayable in accordance with the terms set out at paragraph 3.6:**

Total cash support:	£284,748
Deferred management fees:	£225,360 (para 3.2)
Total Phase III support:	£510,108
Total Phase I & II support:	£590,348 (para 2.10)

Less Income compensation support (£322,763) (para 2.12)

Total proposed Freedom Leisure cost to FDC in 2020/21: £777,693

- 3.4** These costs are an estimate based on the information available at the time of despatch. The new Job Support Scheme's applicability or possible impact is not factored into these costs. Additionally, UKActive is putting together another report on the current state of the leisure industry.
- 3.5** Repayment of the £510,108 described in paragraphs 3.2 and 3.3 of these recommendations shall become payable through an annual deduction of 75% of any profit generated in excess of the levels predicted in the LOBTA (Leisure Operators Base Trading Account). This is a change from the current 50/50 profit share and will be subject to the performance of the business over the contract period.
- 3.6** The Monitoring Officer and s.151 Officer are authorised to put in place all necessary arrangements to give effect to the agreed recommendations to include entry into the necessary legal arrangements and expenditure of the amounts described from existing budget provisions.

CAB27/19 HOUSING DELIVERY TEST

Members considered the Housing Delivery Test report presented by Councillor Mrs Laws.

Members made comments, asked questions and received responses as follows:

- Councillor Boden asked if there was any indication of the effect that COVID-19 may have had in respect of expected housing delivery numbers for the current year. Councillor Mrs Laws said that she did not yet have statistics, but the inference is that present property owners are looking to move outside of cities and major towns. Fenland offers an attraction, especially for Cambridge commuters, as our property prices are lower than Cambridge and southern England. We have seen a market trend for four and five-bedroom homes being sold first on sites even before they have been built. Councillor Mrs Laws added that the report notes that the Council has delivered a positive increase in the delivery of homes for 19/20 with 561 homes delivered which is in excess of the Council's housing target so is encouraged by these figures, and also our five-year land supply is in a plus state. Councillor Boden thanked Councillor Mrs Laws for this reassuring news.

Cabinet AGREED to approve Fenland District Council's Housing Delivery Test Action Plan and the recommended actions to improve the deliverability of housing in the district.

(Gemma Wildman left the meeting).

CAB28/19 CIVIL PARKING ENFORCEMENT UPDATE

Members considered the Civil Parking Enforcement Update report presented by Councillor Mrs French.

Members made comments, asked questions and received responses as follows:

- Councillor Mrs Laws commented that parking enforcement aside, knowing the issues with illegal and irresponsible parking and that it will support the police, from Whittlesey Town Council's point of view this will free space for shoppers who will be able to come into town and support our local retailers. We are currently under pressure over people using Whittlesey free parking and then commuting to Peterborough for the day. She thanked Councillor Mrs French for her work on this saying it will benefit both residents and retailers and will be welcomed by the community.
- Councillor Tierney said we know residents are keen to see this happen, but they do not

understand how complex such a scheme is, hence the amount of time it has taken. He thanked Councillor Mrs French saying it is great work and good to see it moving forward.

- Councillor Benney said this is a very good scheme and report. The implications of adopting this policy will deal with more than parking; we find that local towns get congested with people parking all day and it is killing the shopping centres. He believes it will be good for business, and with the right signage will also alleviate some of the noisy anti-social behaviour with cars congregating late at night. He said it is a good use of funds and thanked Councillor Mrs French for her work.
- Councillor Murphy said this is an excellent scheme; we have been talking about it for a long time, which he found exasperating, and now we need it as quickly as possible.
- Councillor Mrs French said that she agreed with Councillor Mrs Laws concerning the situation in Whittlesey and had spoken to the Mayor of the Combined Authority regarding this. There has to be a very strong business case to the CA stressing that this is part of COVID-recovery so that we can get cars parking in Whittlesey. She also thanked the towns for their agreement to each contribute £100,000 from the allocation of £1million funding towards the implantation of civil parking enforcement. In respect of Councillor Benney's hopes to reduce antisocial behaviour, Councillor Mrs French said that would be something that would be worked on. In respect of Councillor Murphy's statement, she agreed it had taken time; it was something she started looking at in May 2019 with the intention of putting a paper forward in October 2019 but unfortunately there was no money until the Combined Authority's contribution. It is going to take time, but she is working with the relevant parties and pushing to shorten the timeframe.

Cabinet AGREED to note the progress made on parking enforcement options and to consider the paper which discusses the proposed introduction of parking enforcement for on/off street parking areas.

*(Councillor Seaton lost connection between 16.31/16.37 but was deemed able to vote on this item)
(Garry Edwards joined the meeting during this item at 16.33 and left at 16.56)*

CAB29/19 DRAFT 6 MONTH CABINET FORWARD PLAN

Councillor Boden presented the Cabinet Forward Plan for information.

CAB30/19 DISPOSAL OF LAND (CONFIDENTIAL ITEM)

Members considered the confidential Disposal of Land report presented by Councillor Benney.

Members made comments, asked questions and received responses.

Cabinet AGREED to Option 2 contained within the confidential report and to delegate the responsibilities within it accordingly.

4.57 pm

Chairman

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AGENDA ITEM NO 5	
CABINET	
Date	17 November 2020
Title	Public Spaces Protection Orders – Responsible Dog Ownership

1. PURPOSE/SUMMARY

- To seek approval for Public Space Protection Orders which provide powers for the control of nuisance dogs and dog fouling.

KEY ISSUES

- Parks and Green Spaces are a valued community asset in Fenland providing access to outdoor activities and a safe and healthy environment for young people to play and exercise. Many of these parks have won awards such as In Bloom for their value as a community facility and their contribution to protecting nature and the environment.
- In previous years the Council has worked hard to ensure community issues such as dog fouling and nuisance dogs are controlled. These issues can have a particularly detrimental effect on our parks and green spaces. Dog faeces carry bacteria which is a public health risk, particularly for young children.
- Power to grant a Public Space Protection Order (PSPO) falls under The Anti-social Behaviour, Crime and Policing Act 2014 and has a life span of 3 years. FDC last reviewed this Order for our Parks and Open Spaces in 2017 and now seek to create a new Order for the next 3 year period.
- Breaches – It is an offence for a person without reasonable excuse to do anything that the person is prohibited from doing or fails to comply with a requirement of a PSPO. The maximum Fixed Penalty Notice is £100 and if prosecuted the maximum fine is £1,000. The current charge is £75 in Fenland with an early payment incentive of £65 if paid within 21 days of issue. A review of fines is proposed in early 2021.
- Positive community engagement has been undertaken in July and August 2020 with dog owners and the community in Fenland offering overwhelming support to the Council's proposal to apply for a new Public Space Protection Order.

2. RECOMMENDATIONS

Cabinet is requested to:

- Note the consultation responses in paragraph 2.3; and
- Approve the proposed Public Spaces Protection Order attached at Appendix 1 and accompanying maps at Appendix 2 for a period of 3 years and to authorise the Monitoring Officer to apply the seal in order to bring this into effect.

Wards Affected	ALL
Portfolio Holder	Councillor Peter Murphy Portfolio Holder for Environment
Report Originator	Annabel Tighe Head of Environmental Health and Compliance Email; atighe@fenland.gov.uk Amy Brown Chief Solicitor and Deputy Monitoring Officer Email; amybrown@fenland.gov.uk Carol Pilson Corporate Director Email; cpilson@fenland.gov.uk
Contact Officer	Annabel Tighe Head of Environmental Health and Compliance Email; atighe@fenland.gov.uk Amy Brown Chief Solicitor and Deputy Monitoring Officer Email; amybrown@fenland.gov.uk Carol Pilson Corporate Director Email; cpilson@fenland.gov.uk
Background Paper Reference papers	Cabinet 2017

1. BACKGROUND

- 1.1 In 2018/2019 there were more than 250 issues relating to dog fouling and behaviour reported to the Council (not including stray dogs). In 2019/2020 there were 281. Many of the reports related to issues within our parks and green spaces. Examples of the issues reported include:
- Dog fouling not being cleared up.
 - Dogs being allowed to run off the lead in banned areas such as children's play areas.
 - Dogs reported to be out of control and potentially dangerous.
 - Excessive domestic noise - dog barking.
- 1.2 In 2014 the Crime, Police and Anti-Social Behaviour Act provided Councils with powers in the form of public space protection orders to control such issues. Previously other powers had been used in Fenland.

- 1.3 The orders provide a framework for enforcement of the following issues:
- Dog fouling on any public land open to the air. This includes highways and footpaths, parks and open spaces,
 - Loose and nuisance dogs,
 - Dogs to be excluded from fenced children's play areas and open cemeteries.
 - Dogs to be kept on a lead in closed cemeteries and certain parks.
- 1.4 The orders must be reviewed every 3 years and were last reviewed in 2017.
- 1.5 These powers compliment the council's enforcement policy approach of prevention, intervention and enforcement.
- 1.6 In addition to the proposed enforcement approach, the PSPO will also increase community engagement and support those responsible dog owners who take pride in their local environment and look after their community assets. Recognising this is a community issue has seen the Council sign up to support the Green Dog Walkers initiative and this has been very successful. We have in the last year launched this in all 4 market towns and 3 rural villages and signed up over 150 volunteers. This is a friendly non-confrontational campaign which promotes picking up your pets fouling. As part of this we installed 7 dog bag dispensers in chosen locations in Fenland to help where people have forgotten their bags. This was very well received by the public and is being used. We also use our website and social media pages to promote our campaigns and responsible dog ownership.

2. CONSIDERATIONS

- 2.1 These proposals must be implemented for the enforcement of these community issues to continue.
- 2.2 Currently streetscene officers are delegated to serve fixed penalty notices for these offences. Since the orders were refreshed in 2017, 8 fixed penalty notices have been served. 7 for dog fouling and 1 for a dog being in a specified area off a lead.
- 2.3 Consultation results

The recent summer consultation asked for community feedback on whether the Council's application for a new Public Space Protection Order would be supported. Those consulted were members of the public through our website and social media pages, community groups and interested partners including as,

- Police
- Town & Parish Councils
- Diocese of Ely
- Dog charities
- Cambridgeshire County Council.

All partner responses were in support of the order.

A total of 315 members of the public responded with the following results;

- Q1 Do you agree that we should make failing to remove dog faeces an offence?
97% said yes

- Q2 Do you agree that it should be an offence if you fail to put your dog on a lead when asked by an authorised officer? This would be when the officer decides it is not being sufficiently supervised or the owner does not have it under control?
96% said yes
- Q3 Do you agree that dogs should be kept on a lead at all times in specific public open spaces and areas; such as churchyards, closed cemeteries and open play areas?
89% said yes
- Q4 Do you agree that it should be an offence to take any dog into specified parts of public open spaces and areas; such as open cemeteries and fenced children play areas?
81% said yes
- Q5 Do you agree that a person who is found to contravene a Public Spaces Protection Order in relation to dog control shall receive a fixed penalty notice, requiring them to pay a fine within 28 days?
95% said yes
- Q6 Do you agree with the fine should be increased from the current fine of £75 rising to £100?
83% for £100 and 17% for staying at £75

3. EFFECT ON CORPORATE OBJECTIVES

- 3.1 Environment - A continued consistent framework to tackle dog fouling and dog related issues, improving our local environment and streetscene.
- 3.2 Quality Organisation - To take a fair and equitable approach to enforcement to positively improve living, working and environmental standards.
- 3.3 Communities - promote health and wellbeing

4. COMMUNITY IMPACT

- 4.1 The outcome will be positive for Fenland communities with clarity for park users on the various controls in place. As well as enabling the Council to take enforcement Action where required.
- 4.2 A fresh campaign will be launched at the time the new powers are approved.

Fenland District Council (Dog Control)
Proposed - Public Spaces Protection Order 2020

Fenland District Council (“the Council”) in exercise of its powers pursuant to Section 59 and 72 of the Anti-Social Behaviour, Crime and Policing Act 2014 (“the Act”) hereby makes the following Order (“The order”) :-

1. This Order shall come into operation following public consultation and shall have effect for a period of 3 years from the effective date.
2. This Order relates to the areas shown hatched in red on the attached Plans in Schedule’s 1, 2, 3, & 4 and as further described respectively in Schedules 1A & 4A (‘the Restricted Area’); and applies to all the land which is open to the air and to which the public are entitled or permitted to have access (with or without payment). For the purposes of this paragraph, any land which is covered is to be treated as land which is “open to the air” if it is open to the air on at least one side.
3. The effect of this Order is to impose the following prohibitions and requirements on the Restricted Areas as specified individually as follows:

4.1 In the Restricted Areas shown in Schedule 1 and described in Schedule 1A:

- 4.1. 1 (A) A person in charge of a dog shall be guilty of an offence if, at any time, he does not keep the **dog on a lead** of not more than 5 meters in length, unless –
- (a) he has reasonable excuse for failing to do so; or
 - (b) the owner, occupier, or other person or authority having control of the land has consented (generally or specifically) to his failing to do so.

(2) For the Purpose of this Paragraph a person who habitually has a dog in his possession shall be taken to be in charge of the dog at any time unless at that time some other person is in charge of the dog.

4.2 In the Restricted Areas shown in Schedule 2

4.2. (1) A person in charge of a dog shall be guilty of an offence if, at any time, he does not comply with a *direction* given to him by a constable or authorised officer of the Council to put and keep the **dog on a lead** of not more than 5 meters in length. This would be when the officer decides it is not being sufficiently supervised or the owner does not have it under control, unless-

- (a) he has reasonable excuse for failing to do so; or
- (b) the owner, occupier, or other person or authority having control of the land has consented (generally or specifically) to his failing to do so.

(2) For the Purpose of this Paragraph -

- (a) a person who habitually has a dog in his possession shall be taken to be in charge of the dog at any time unless at that time another person is in charge of the dog:
- (b) a constable or authorised officer of the Council may only give direction under this Order to put and keep a dog on a lead if such restraint is reasonably necessary to prevent nuisance or behaviour by the dog likely to cause annoyance or disturbance to any other person on any land to which this Order applies or the worrying or disturbance of any animal or bird.

In this Paragraph “an authorised officer of the Council” means any person authorised in writing for the purposes of this Order by Fenland District Council (the Council).

4.3 In the Restricted Areas shown in Schedule 3:

4.3 (1) If a dog defecates at any time on any part of the land, a person who is in charge of the dog at that time who ***fails to remove faeces*** from the land forthwith, shall be guilty of an offence unless-

- (a) he has reasonable excuse for failing to do so; or
- (b) the owner, occupier, or other person or authority having control of the land has consented (generally or specifically) to his failing to do so.

(2) Nothing in this paragraph applies to a person who –

- (a) is registered as a blind person in a register compiled under section 29 of the National Assistance Act 1948 in respect of a dog trained to assist the blind; or
- (b) has a disability which affects his mobility, manual dexterity, physical co-ordination or ability to carry, lift or otherwise move everyday objects, in respect of a dog trained by a prescribe charity and upon which he relies on for assistance.

(3) For the purposes of this paragraph-

- (a) a person who habitually has a dog in his possession shall be taken to be in charge of the dog at any time unless at the time some other person is in charge of the dog:
- (b) placing the faeces in a receptacle on the land for which is provided for the purpose, or disposal of the waste, shall be a sufficient removal from the land.
- (c) being unaware of the defecation (whether by reason of not being in the vicinity or otherwise) or not having a device for or other suitable means of removing the faeces shall not be a reasonable excuse for failing to remove the faeces.
- (d) each of the following is a “prescribed charity”-
 - (i) Dogs for the Disabled (registered charity number 700454);
 - (ii) Support Dogs (registered charity number 1088281);
 - (iii) Canine partners for Independence (registered charity number 803680).

4.4 In the Restricted Areas shown in Schedule 4 and described in Schedule 4A:

4.4. (1) A person in charge of a dog shall be guilty of an offence if, at any time, he ***takes the dog onto***, or permits the dog to enter or to remain on to any part of the ***land*** unless-

- (a) he has reasonable excuse for doing so; or
- (b) the owner, occupier, or other person or authority having control of the land has consented (generally or specifically) to his doing so.

(2) Nothing in this paragraph applies to a person who –

- (a) is registered as a blind person in a register compiled under section 29 of the National Assistance Act 1948 in respect of a dog trained to assist the blind; or
- (b) is deaf, in respect of a dog trained by Hearing Dogs for Deaf People 9registered charity number 293358) and upon which he relies for assistance; or
- (c) has a disability which affects his mobility, manual dexterity, physical co-ordination or ability to carry, lift or otherwise move everyday objects, in respect of a dog trained by a prescribe charity and upon which he relies on for assistance.

(3) For the purposes of this paragraph-

- (a) a person who habitually has a dog in his possession shall be taken to be in charge of the dog at any time unless at the time some other person is in charge of the dog: and
- (b) each of the following is a “prescribed charity”-
 - (i) Dogs for the Disabled (registered charity number 700454);

- (ii) Support Dogs (registered charity number 1088281);
- (iii) Canine partners for Independence (registered charity number 803680).

5. It is an offence for a person without reasonable excuse to do anything prohibited by this Order, or to fail to comply with a prohibition or requirement to which a person is subject to pursuant to this Order.

6. A constable or “an authorised officer of the Council” may issue a Fixed Penalty Notice (FPN) to anyone he or she has reason to believe has committed an offence under this Order.

7. “An authorised officer of the Council” means any person authorised in writing for the purpose of this order by Fenland District Council (this Council). A constable means a police constable in whatever capacity.

8. A person found to be in breach of this Order is liable upon summary conviction to a fine not exceeding level 3 on the standard scale (currently £1000.00); or to be made subject to a FPN.

9. The Council is satisfied that the conditions set out in Sections 59 and 72 of ‘the Act’ have been met: that activities carried out in a public place within the authorities area have had a detrimental effect on the quality of life of those in the locality; and that the effect, or likely effect, of the activities is, or is likely to be, of a persistent or continuing nature, is, or is likely to be, such as to make the activities unreasonable, and justifies the restrictions imposed by this Notice. The Council believe that it is reasonable to impose the above prohibitions and requirements in order to prevent the detrimental effect from continuing, occurring or reoccurring, and to reduce that detrimental effect or to reduce the risk of its continuance, occurrence or reoccurrence.

10. Any interested person (an individual who lives or regularly visits or works) in the restricted area who desires question the validity of this Order on the grounds that the Council had no power to make it or that any requirement of the Act has not been complied with in relation to this Order, may apply to the High Court within six weeks from the date upon which the Order is made.

This Order shall come into force and be in place for a period of three years from the:

Date: _____

Sealed as Deed on behalf of Fenland District Council, the common seal being affixed in the presence of and signed by

Seal no:
Authorised Signatory

SCHEDULES

Public Spaces Protection Order (Dogs) 2020 SCHEDULE 1 – Dogs on leads

The Fenland District Council hereby makes the following Order:

- 1 This Order will come into force after full consultation.
- 2 This Order applies to the land specified in the Schedule.

Offence

3(1) A person in charge of a dog shall be guilty of an offence if, at any time, on any land to which this Order applies he does not keep the dog on a lead of not more than 5 meters in length, unless--

- (a) he has a reasonable excuse for failing to do so; or
- (b) the owner, occupier or other person or authority having control of the land has consented (generally or specifically) to his failing to do so.

(2) For the purposes of this article a person who habitually has a dog in his possession shall be taken to be in charge of the dog at any time unless at that time some other person is in charge of the dog.

Penalty

4 A person who is guilty of an offence under article 3 shall be liable on summary conviction to a fine not exceeding level 3 on the standard scale.

SCHEDULE 1A

Those areas hatched in red on the associated plans being located within the areas listed below:

Settlement Area

Benwick

St Mary's Churchyard

Manea

St Nicholas' Churchyard

Chatteris

Huntingdon Road

Larham Way

Meeks Cemetery

St Peter's & St Paul's
Churchyard

March

Alberts Drive

Garden of Rest, High Street

Nightall Drive

Robingoodfellows Lane

St Wendredas' Cemetery

Station Road Cemetery

The Avenue

Coates

North Green

South Green

Newton

St James' Churchyard

Doddington

St Mary's Churchyard

Whittlesey

Garden of Rest, Station Road

St Andrew's Churchyard

St Mary's Churchyard

Tower Close

Elm

All Saints Churchyard

Friday Bridge Churchyard

Wimblington

St Peter's Churchyard

Wisbech

Burcroft Road

General Cemetery

Heron Road

Jasmine Close

St Peter's & St Paul's Churchyard

Public Spaces Protection Order (Dogs) 2020 SCHEDULE 2 – Dogs on leads by direction

The Fenland District Council (in this Order called "the Authority") hereby makes the following Order:

- 1 This Order comes into force on following public consultation.
- 2(1) This Order applies to all the land with the Fenland District Council local authority area which is open to the air and to which the public are entitled or permitted to have access (with or without payment). The area hatched in red on the associated plans.
- (2) For the purposes of this section, any land which is covered is to be treated as land which is "open to the air" if it is open to the air on at least one side.
- 3 In this Order "an authorised officer of the Authority" means an employee of the Authority who is authorised in writing by the Authority for the purpose of giving directions under this Order.

Offence

- 4(1) A person in charge of a dog shall be guilty of an offence if, at any time on any land to which this Order applies, he does not comply with a direction given him by an authorised officer of the Authority to put and keep the dog on a lead of not more than 5 meters in length, unless--
 - (a) he has a reasonable excuse for failing to do so; or
 - (b) the owner, occupier or other person of authority having control of the land has consented (generally or specifically) to his failing to do so.
- (2) For the purposes of this article--
 - (a) a person who habitually has a dog in his possession shall be taken to be in charge of the dog at any time unless at that time some other person is in charge of the dog;
 - (b) a constable or authorised officer of the Authority may only give a direction under this Order to put and keep a dog on a lead if such restraint is reasonably necessary to prevent a nuisance or behaviour by the dog likely to cause annoyance or disturbance to any other person on any land to which this Order applies or the worrying or disturbance of any animal or bird.

In this Paragraph 'an authorised officer of the Council' means any person authorised in writing for the purposes of this Order by Fenland District Council (the Council).

Penalty

- 5 A person who is guilty of an offence under article 4 shall be liable on summary conviction to a fine not exceeding level 3 on the standard scale.

Public Spaces Protection Order (Dogs) 2020 SCHEDULE 3 – Dogs No Fouling - Means to pick up dog faeces

The Fenland District Council hereby makes the following Order:

1 This Order comes into force following public consultation.

2(1) This Order applies to all the land with the Fenland District Council local authority area which is open to the air and to which the public are entitled or permitted to have access (with or without payment). The area hatched in red on the associated plans.

(2) For the purposes of this section, any land which is covered is to be treated as land which is "open to the air" if it is open to the air on at least one side.

Offence

3(1) If a dog defecates at any time on land to which this Order applies and a person who is in charge of the dog at that time fails to remove the faeces from the land forthwith, that person shall be guilty of an offence unless--

(a) he has a reasonable excuse for failing to do so; or

(b) the owner, occupier or other person or authority having control of the land has consented (generally or specifically) to his failing to do so.

(2) Nothing in this article applies to a person who--

(a) is registered as a blind person in a register compiled under section 29 of the National Assistance Act 1948 in respect of a dog trained to assist the blind; or

(b) has a disability which affects his mobility, manual dexterity, physical co-ordination or ability to lift, carry or otherwise move everyday objects, in respect of a dog trained by a prescribed charity and upon

which he relies for assistance.

(3) For the purposes of this article--

(a) a person who habitually has a dog in his possession shall be taken to be in charge of the dog at any time unless at that time some other person is in charge of the dog;

(b) placing the faeces in a receptacle on the land which is provided for the purpose, or for the disposal of waste, shall be a sufficient removal from the land;

(c) being unaware of the defecation (whether by reason of not being in the vicinity or otherwise), or not having a device for or other suitable means of removing the faeces shall not be a reasonable excuse for failing to remove the faeces;

(d) each of the following is a "prescribed charity"--

(i) Dogs for the Disabled (registered charity number 700454);

(ii) Support Dogs (registered charity number 1088281);

(iii) Canine Partners for Independence (registered charity number 803680).

Penalty

4 A person who is guilty of an offence under article 3 shall be liable on summary conviction to a fine not exceeding level 3 on the standard scale.

Anti-social Behaviour, Crime and Policing Act 2014

Public Spaces Protection Order (Dogs) 2020 SCHEDULE 4 – Dogs excluded

The Fenland District Council hereby makes the following Order:

- 1 This Order comes into force following public consultation.
- 2 This Order applies to the land specified in the Schedule.

Offence

3(1) A person in charge of a dog shall be guilty of an offence if, at any time, he takes the dog onto, or permits the dog to enter or to remain on, any land to which this Order applies unless--

- (a) he has a reasonable excuse for doing so; or
- (b) the owner, occupier or other person or authority having control of the land has consented (generally or specifically) to his doing so.

(2) Nothing in this article applies to a person who--

- (a) is registered as a blind person in a register compiled under section 29 of the National Assistance Act 1948 in respect of a dog trained to assist the blind; or
- (b) is deaf, in respect of a dog trained by Hearing Dogs for Deaf People (registered charity number 293358) and upon which he relies for assistance; or
- (c) has a disability which affects his mobility, manual dexterity, physical co-ordination or ability to lift, carry or otherwise move everyday objects, in respect of a dog trained by a prescribed charity and upon which he relies for assistance.

(3) For the purposes of this article--

- (a) a person who habitually has a dog in his possession shall be taken to be in charge of the dog at any time unless at that time some other person is in charge of the dog; and
- (b) each of the following is a "prescribed charity"--
 - (i) Dogs for the Disabled (registered charity number 700454);
 - (ii) Support Dogs (registered charity number 1088281);
 - (iii) Canine Partners for Independence (registered charity number 803680).

Penalty

4. A person who is guilty of an offence under article 3 shall be liable on summary conviction to a fine not exceeding level 3 on the standard scale.

SCHEDULE 4A

Those areas hatched in red on the associated plans being located within the areas listed below:

Settlement Area

Benwick

High Street

Chatteris

Cricketers Way

Furrowfields

Hunter's Close

Huntingdon Road

Larham Way
New Road Cemetery
St Paul's Drive
Wenny Road

Doddington
Beech Avenue
Walden Close

Eastrea
Springfields
Thornham Way

Friday Bridge
West Drive

Manea
Williams Way

March
Eastwood Cemetery
Gaul Road
North Drive
West End Park

Parson Drove
Main Road

Whittlesey
Burdett Grove
Manor Leisure Centre
Pinewood Avenue
Snowley Park
Station Road
Whittlesey Cemetery

Wimblington
Honeymead Road

Wisbech
Bath Road
Conference Way
Copperfields
Heron Road
Malt Drive
Mount Pleasant Cemetery
Westmead Avenue
Wisbech Park

Wisbech St Mary
Wisbech St Mary Cemetery

SCHEDULE 1A

Those areas hatched in red on the attached plans being located within the areas listed below:

Settlement Area

Benwick

St Mary's Churchyard

Newton

St James' Churchyard

Chatteris

Huntingdon Road
Larham Way
Meeks Cemetery
St Peter's & St Paul's
Churchyard

Whittlesey

Garden of Rest, Station Road
St Andrew's Churchyard
St Mary's Churchyard
Tower Close

Coates

North Green
South Green

Wimblington

St Peter's Churchyard

Doddington

St Mary's Churchyard

Wisbech

Burcroft Road
General Cemetery
Heron Road
Jasmine Close
St Peter's & St Paul's
Churchyard

Elm

All Saints Churchyard

Friday Bridge Church Yard

Manea

St Nicholas' Churchyard

March

Alberts Drive
Garden of Rest, High Street
Nightall Drive
Robingoodfellows Lane
St Wendredas' Cemetery
Station Road Cemetery
The Avenue

SCHEDULE 1

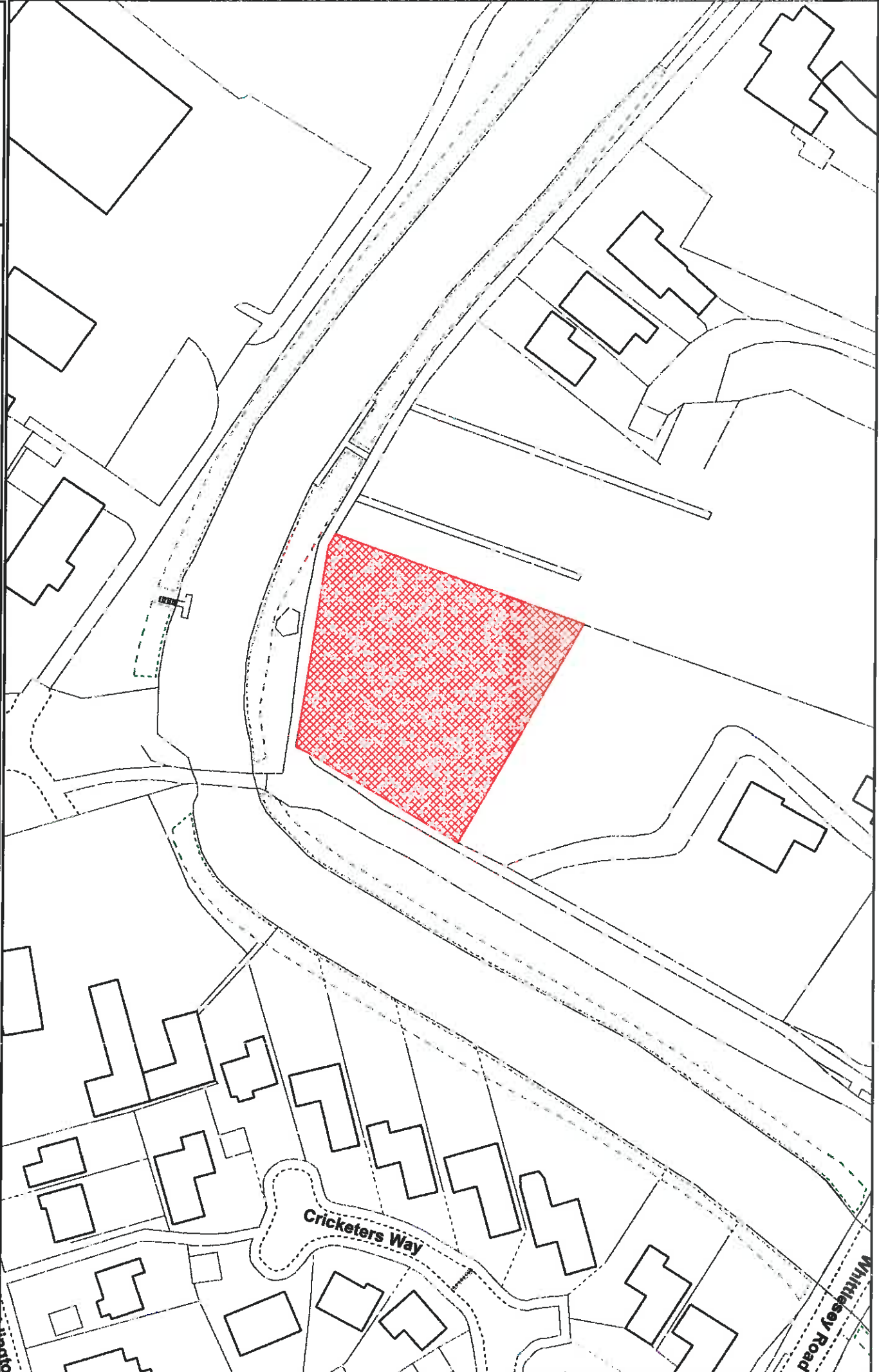
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Ordnance Survey 10023778

Public Spaces Protection Order (Dog Control)
St Mary's Churchyard, Benwick

Dogs on Leads Area



Scale = 1:900



Clare Street

West Street

Huntingdon Road

Westbourne Road

York Road

Linden Drive



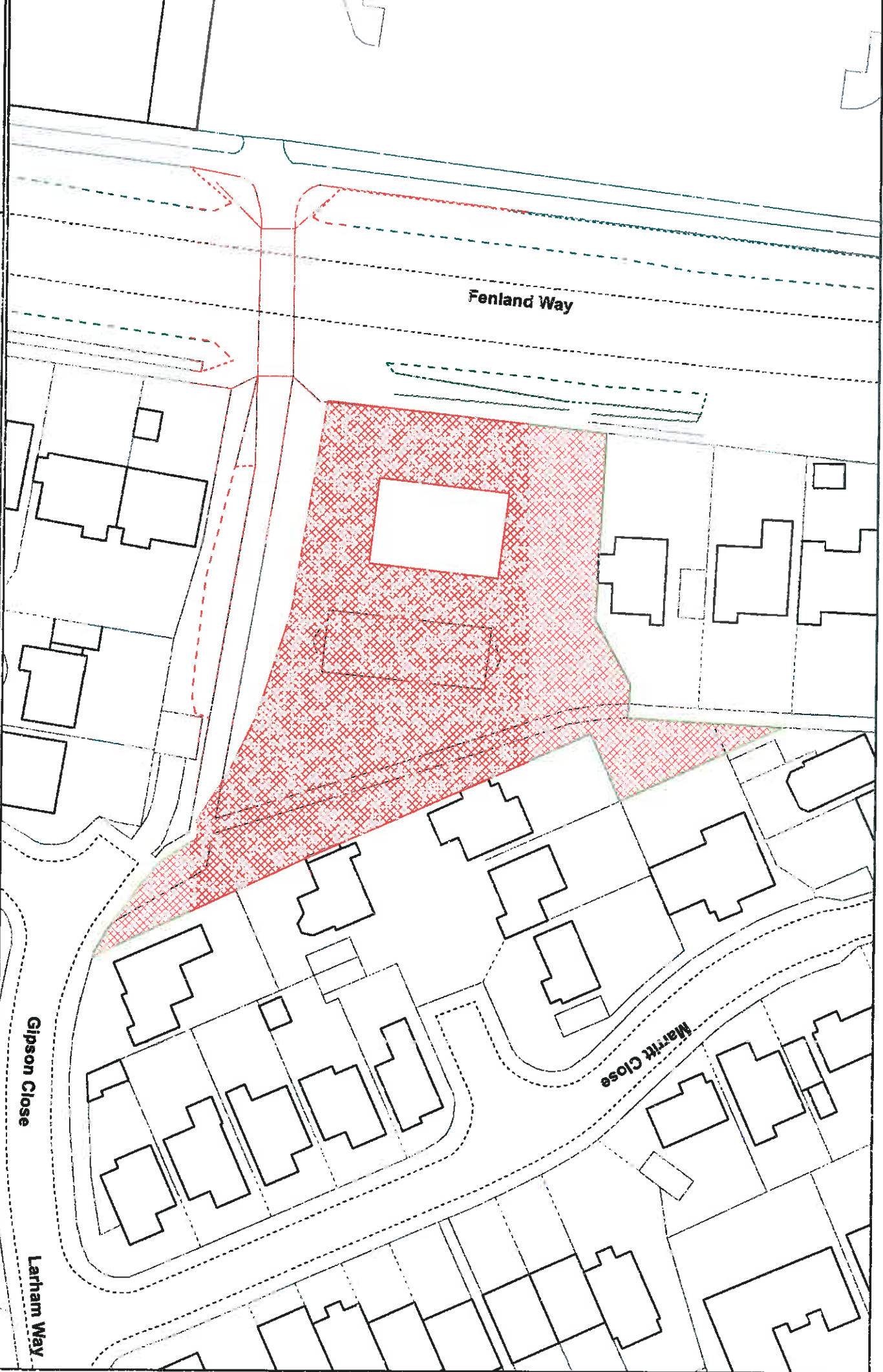
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Public Spaces Protection Order (Dog Control)
Huntingdon Road, Chatteris

Dogs on Leads Area 
 Scale = 1:1,100



Public Spaces Protection Order (Dog Control)
Larham Way, Chatteris



Dogs on Leads Area
Scale = 1:600



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Public Spaces Protection Order (Dog Control)

Weeks Cemetery, Chatteris

Dogs on Leads Area



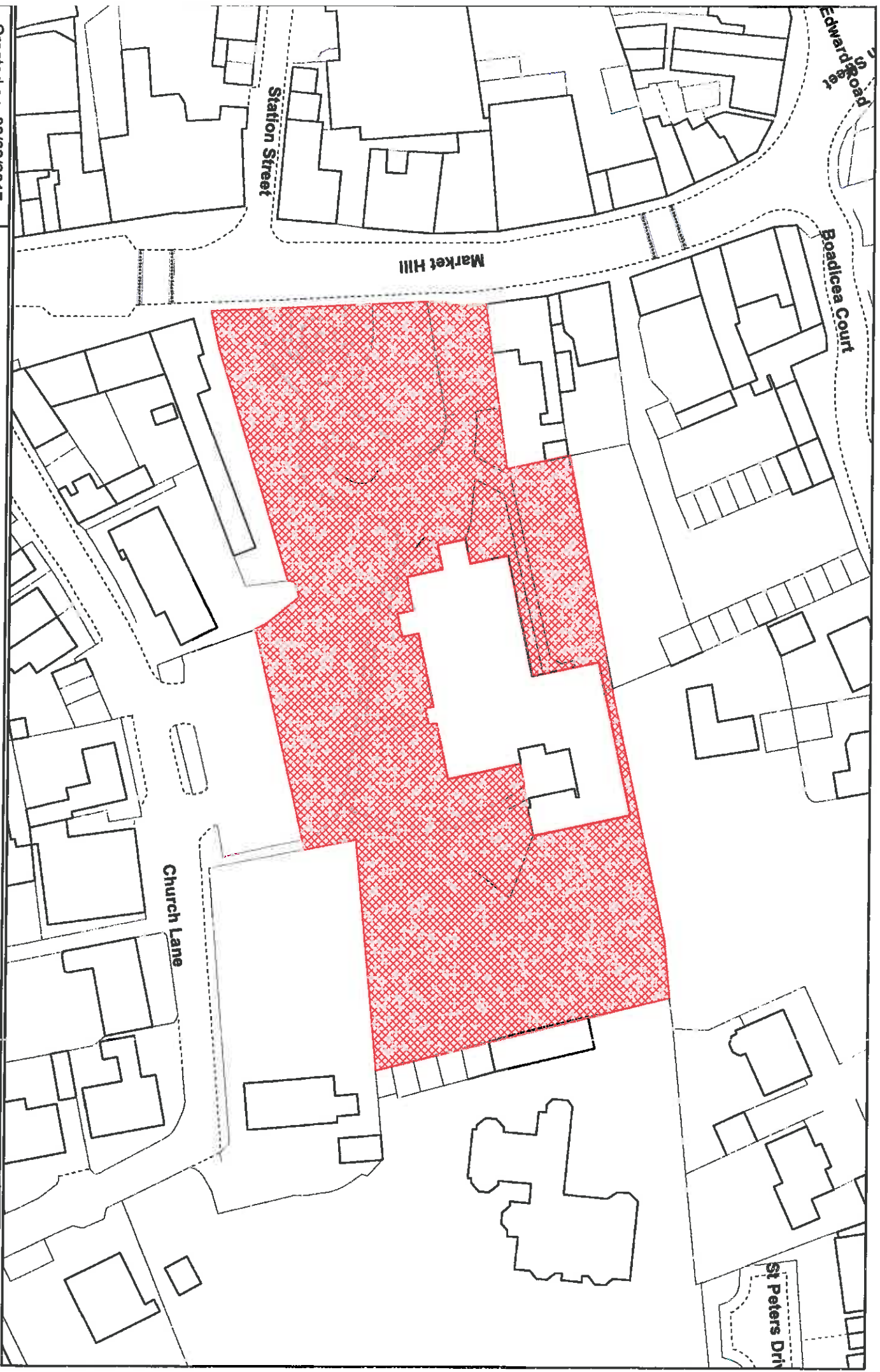
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Edward Road

Boadicea Court

St Peter's Dr



Station Street

Market Hill

Church Lane

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Public Spaces Protection Order (Dog Control)

St Peter's & St Paul's Churchyard, Chatteris

Dogs on Leads Area



Scale = 1:800



Public Spaces Protection Order (Dog Control) North Green, Coates

Dogs on Leads Area




Scale = 1:1,500



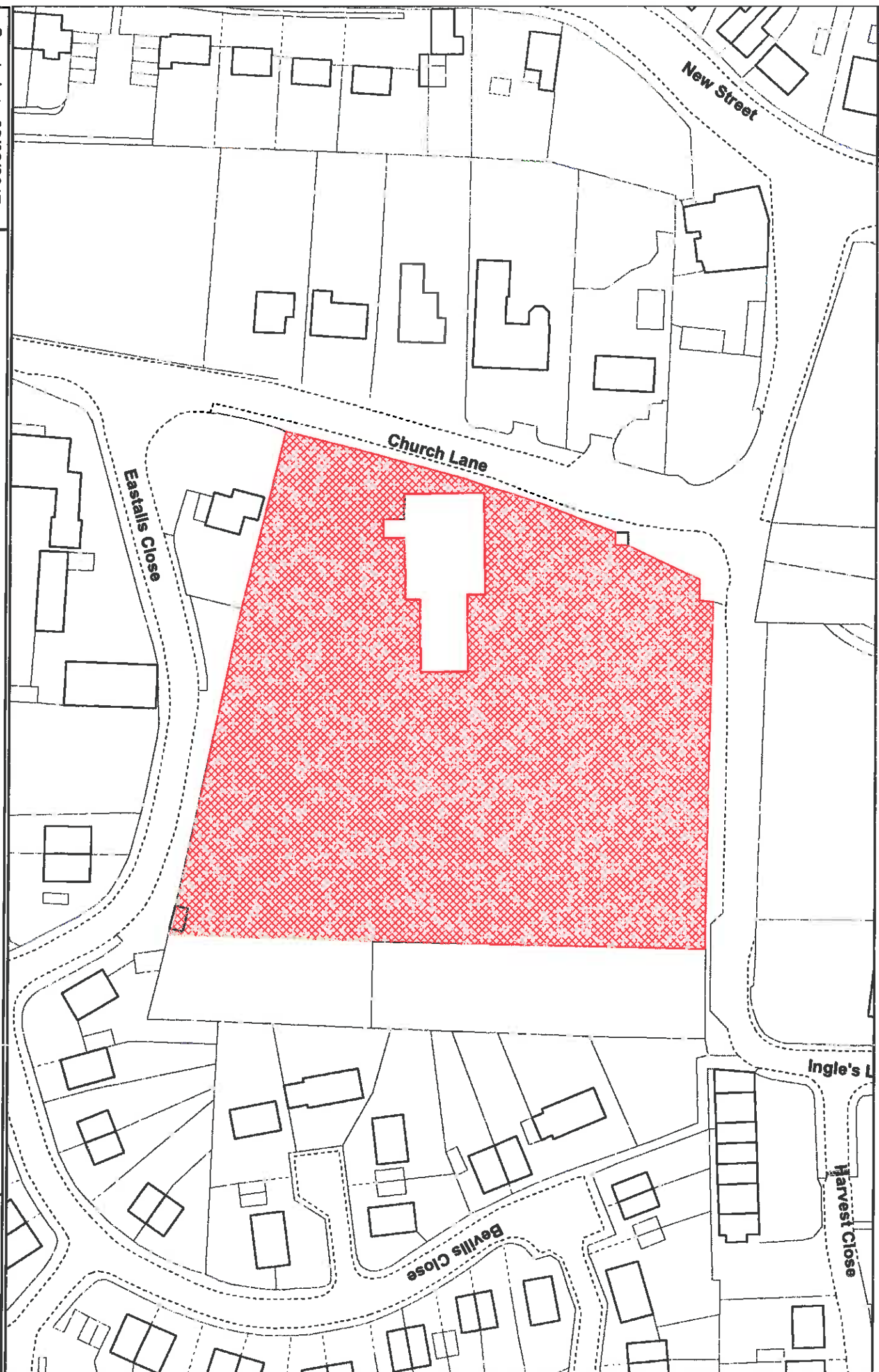


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Public Spaces Protection Order (Dog Control)
South Green, Coates

Dogs on Leads Area 
Scale = 1:900





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Public Spaces Protection Order (Dog Control)
St Mary's Churchyard, Doddington

Dogs on Leads Area 
Scale = 1:1,000



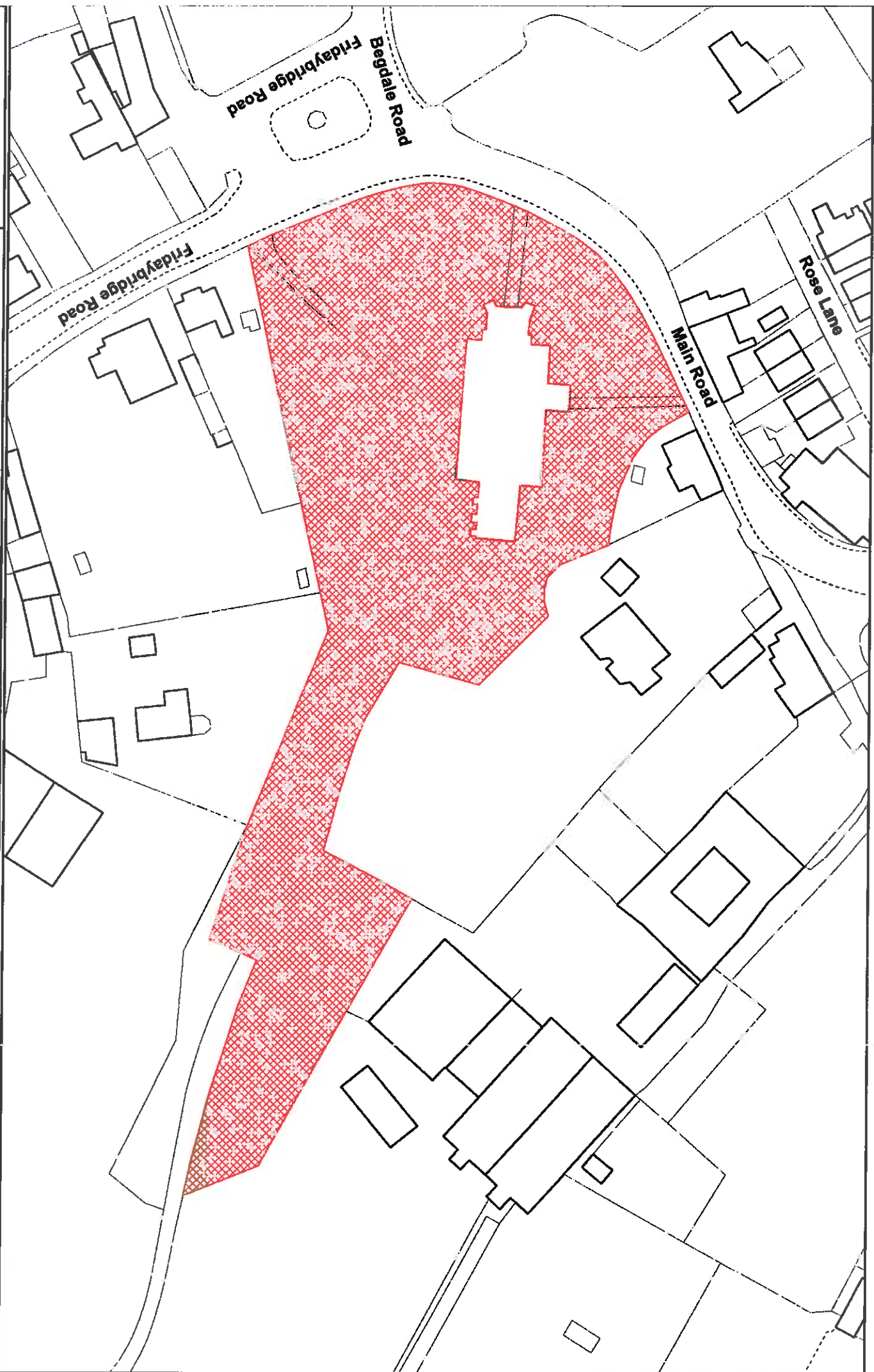
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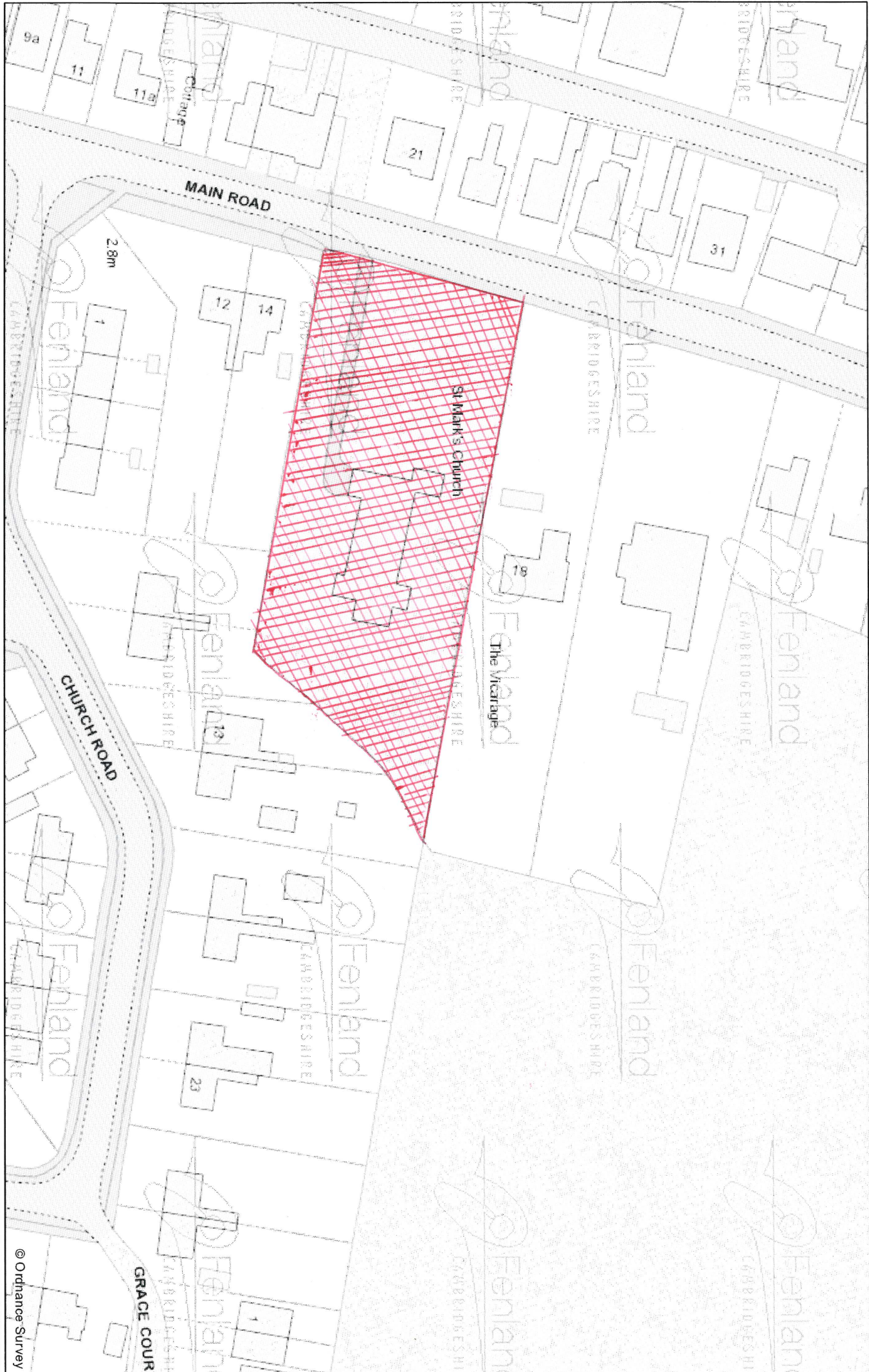
Public Spaces Protection Order (Dog Control)
All Saints Churchyard, Elm

Dogs on Leads Area



Scale = 1:1,000





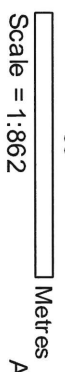
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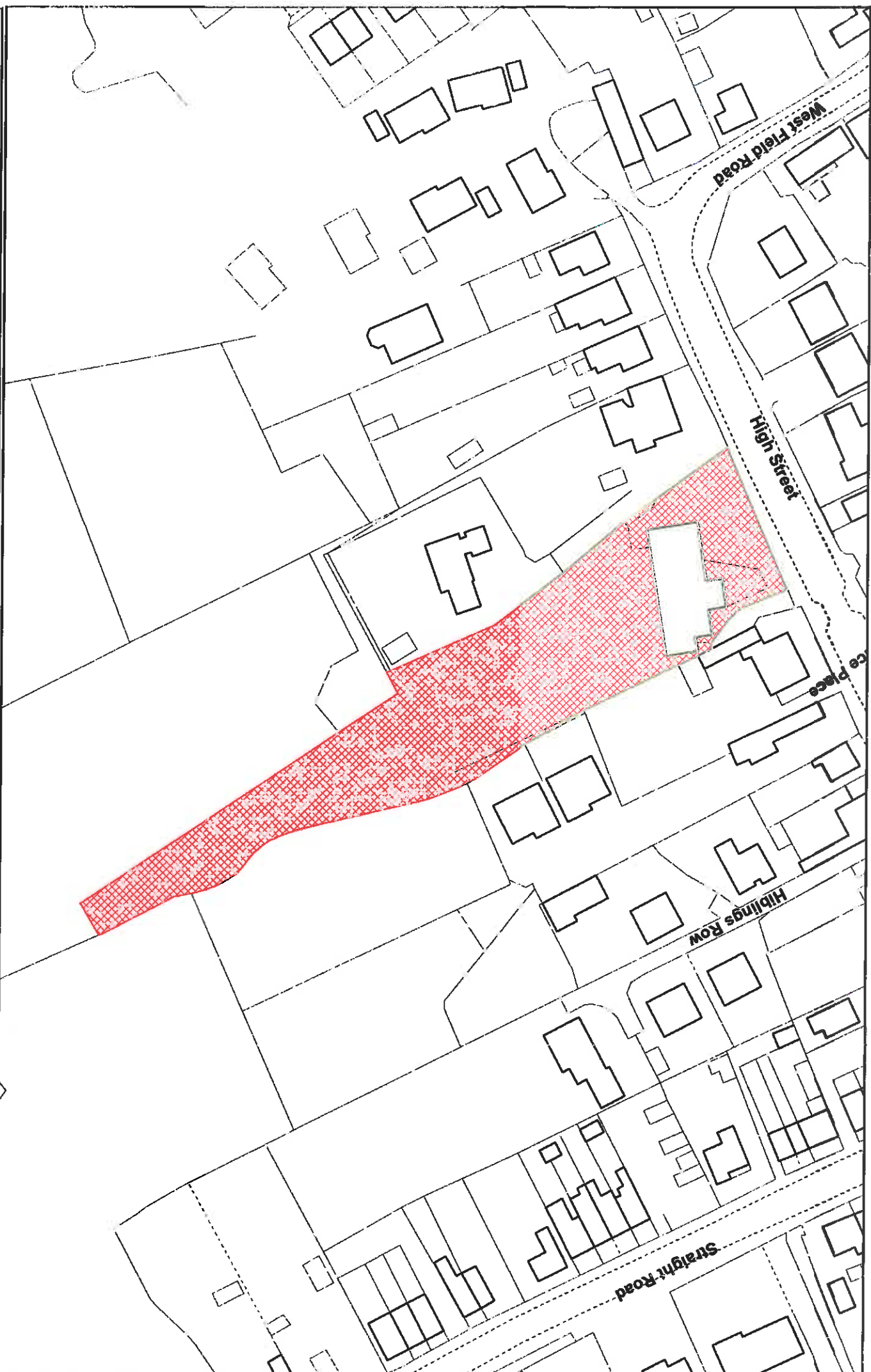
Fenland Maps

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30




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Public Spaces Protection Order (Dog Control)
St Nicholas' Churchyard, Manea

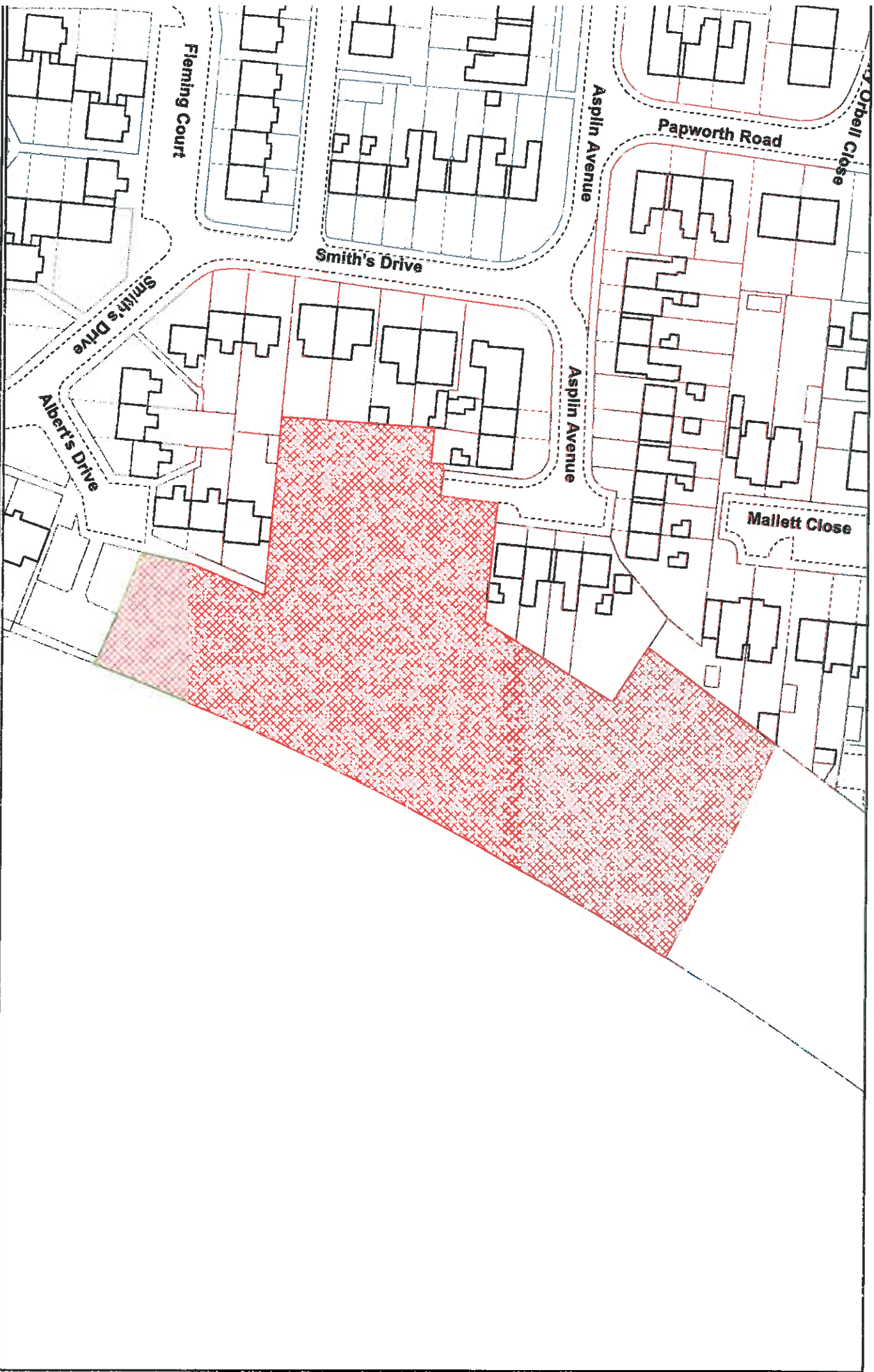
Dogs on Leads Area

Scale = 1:1,100



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Public Spaces Protection Order (Dog Control)
Albert's Drive, March

Dogs on Leads Area 
Scale = 1:1,000



Public Spaces Protection Order (Dog Control)
Garden of Rest, March



Dogs on Leads Area

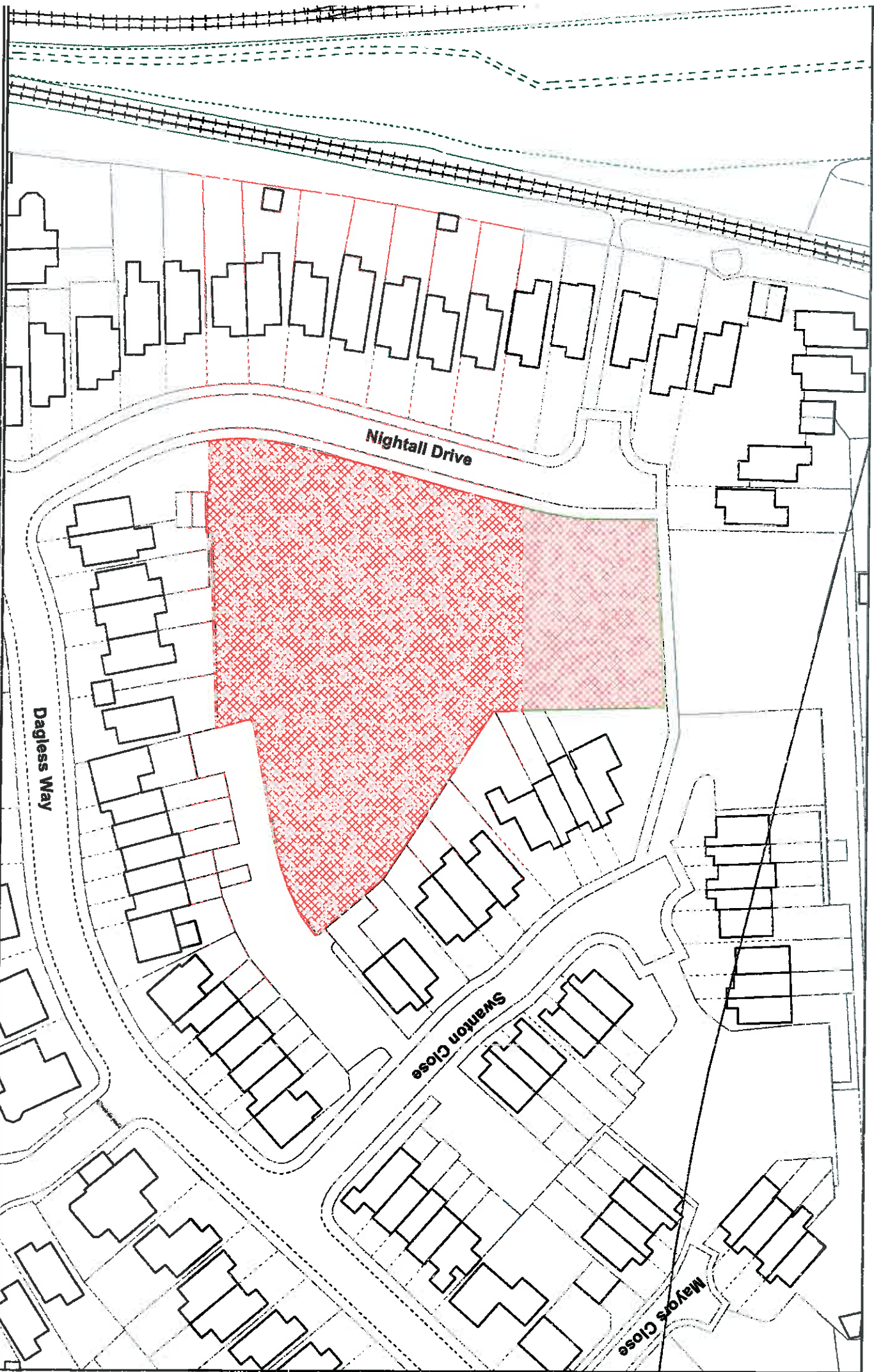


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Public Spaces Protection Order (Dog Control)
Nightall Drive, March

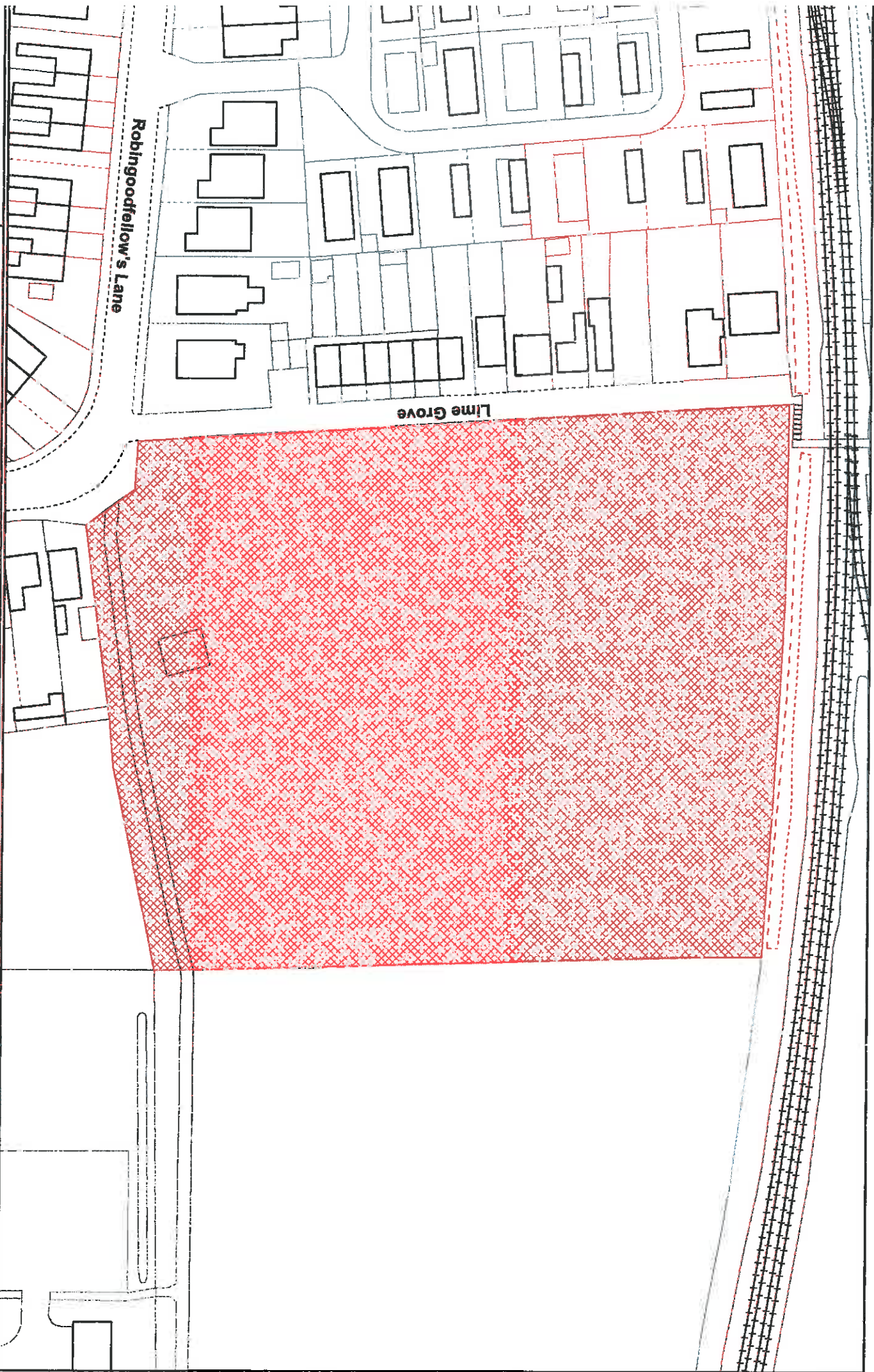
Dogs on Leads Area
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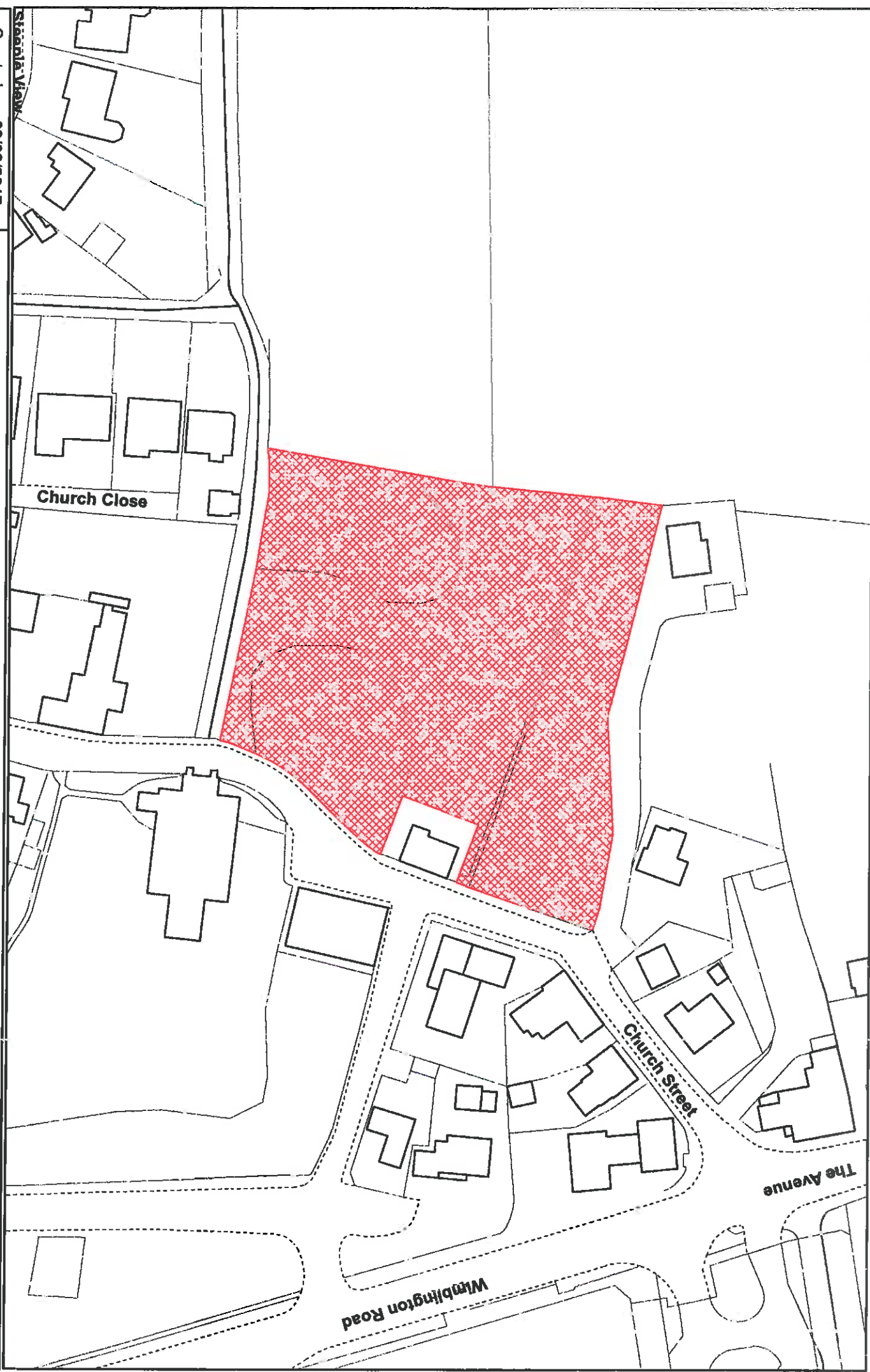


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Public Spaces Protection Order (Dog Control)
Robingoodfellows Lane, March

Dogs on Leads Area
Scale = 1:1,000





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Public Spaces Protection Order (Dog Control)
St Wendredas' Cemetery, March

Dogs on Leads Area

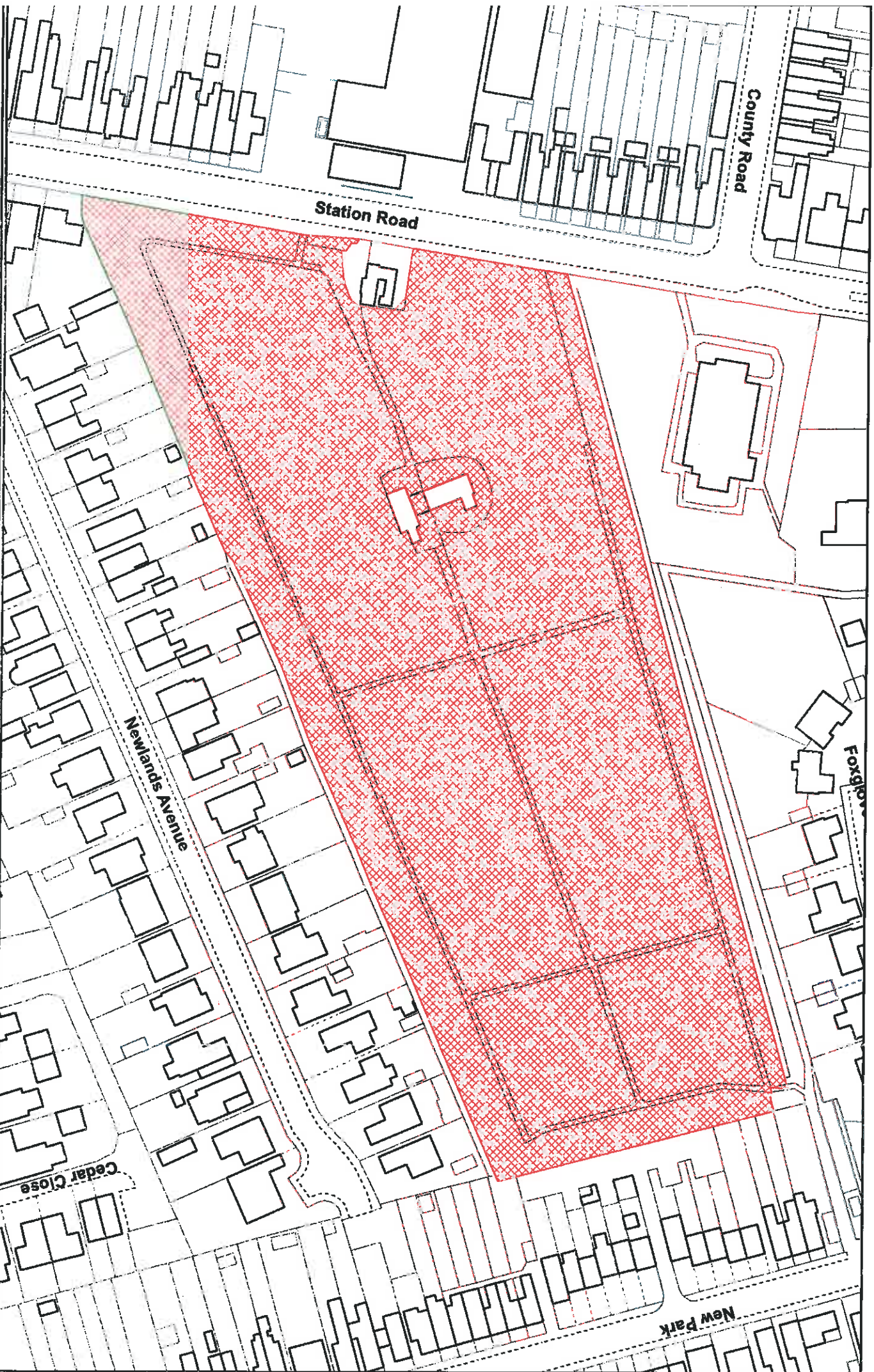
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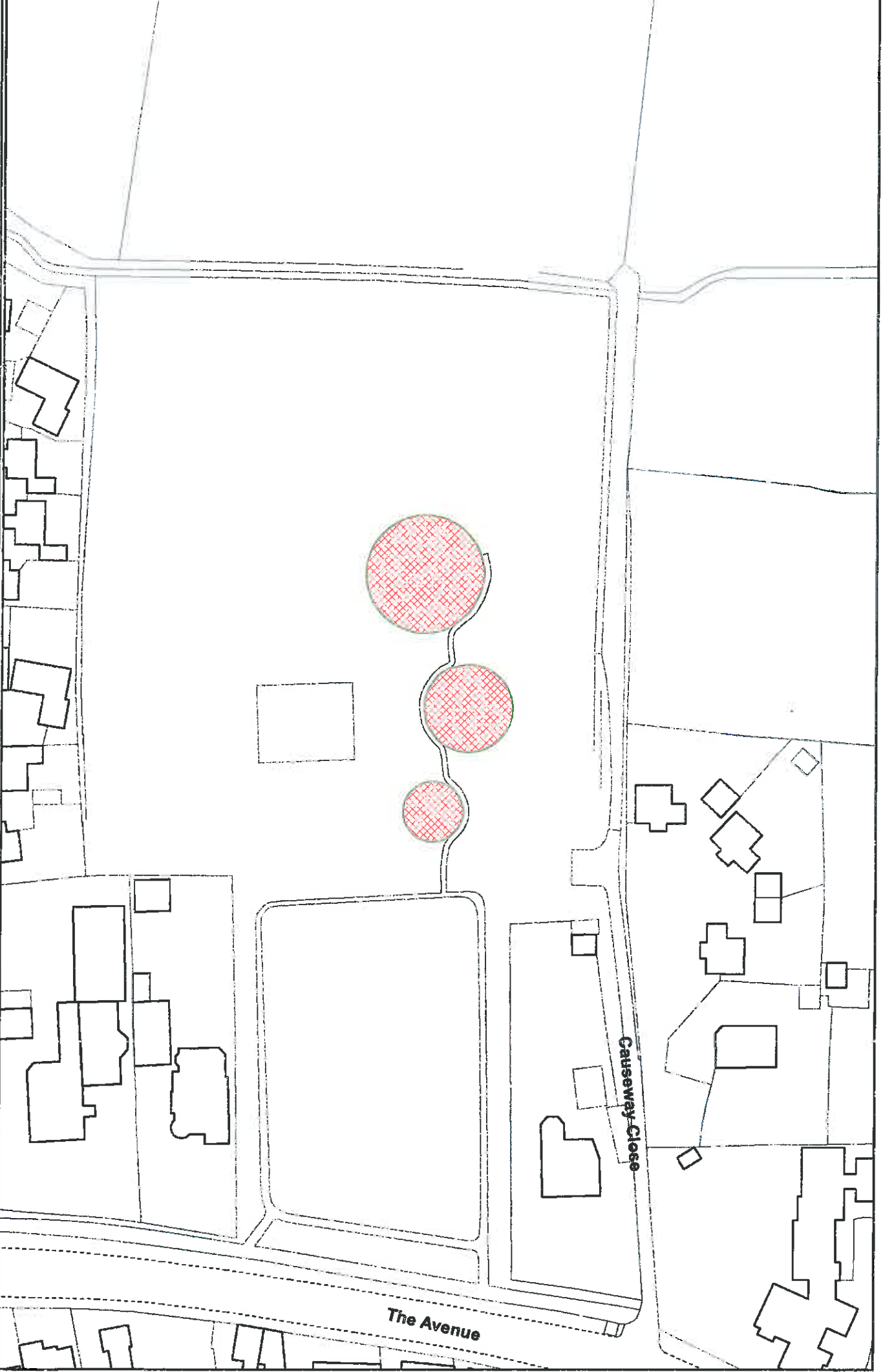
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Public Spaces Protection Order (Dog Control)
Station Road Cemetery, March

Dogs on Leads Area
Scale = 1:1,200



Public Spaces Protection Order (Dog Control)
The Avenue, March



Dogs on Leads Area



Scale = 1:1,000





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Public Spaces Protection Order (Dog Control)
St James' Churchyard, Newton

Dogs on Leads Area



Scale = 1:1,400

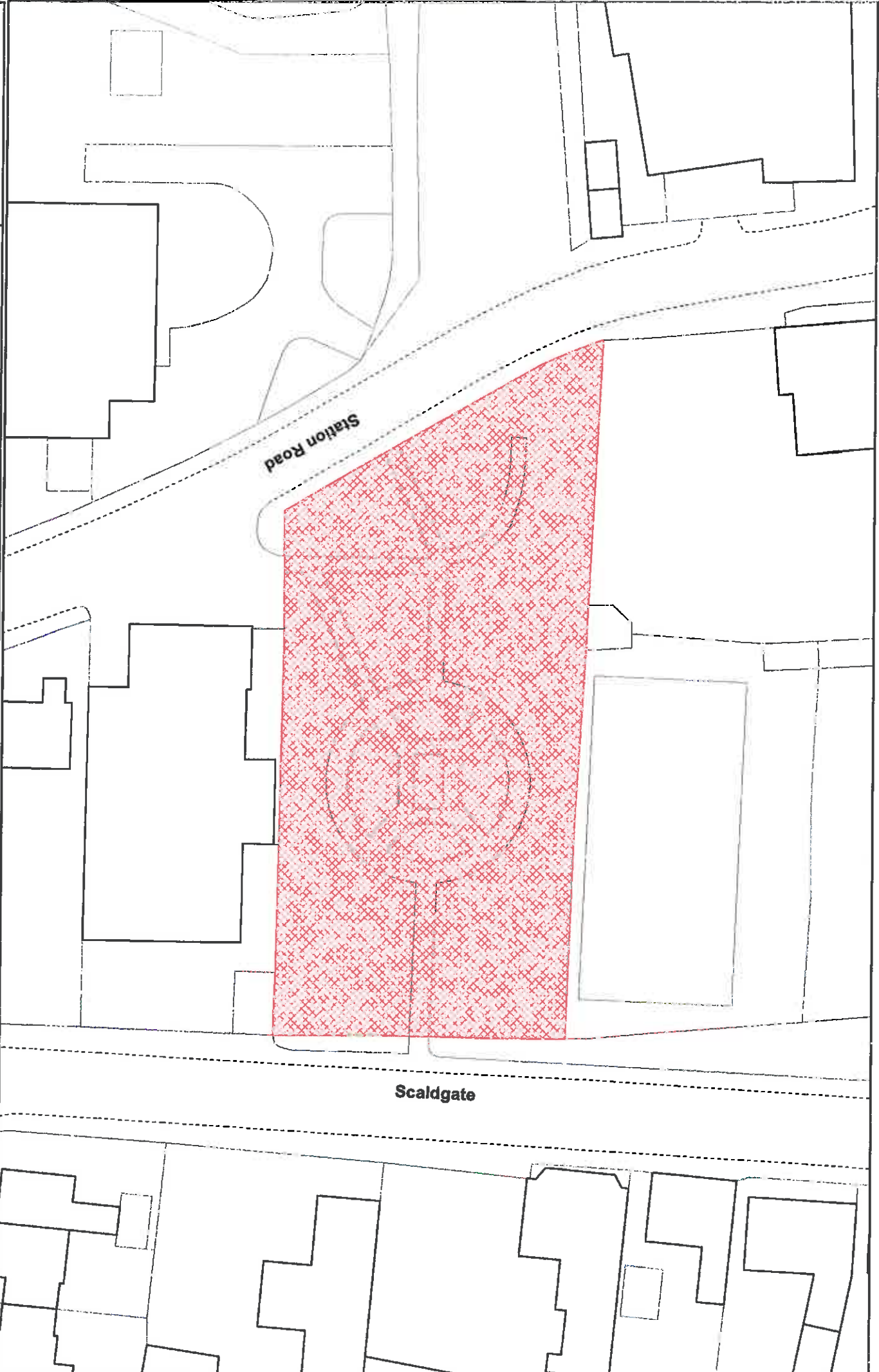


Public Spaces Protection Order (Dog Control)
Garden of Rest, Whittlesey

Dogs on Leads Area



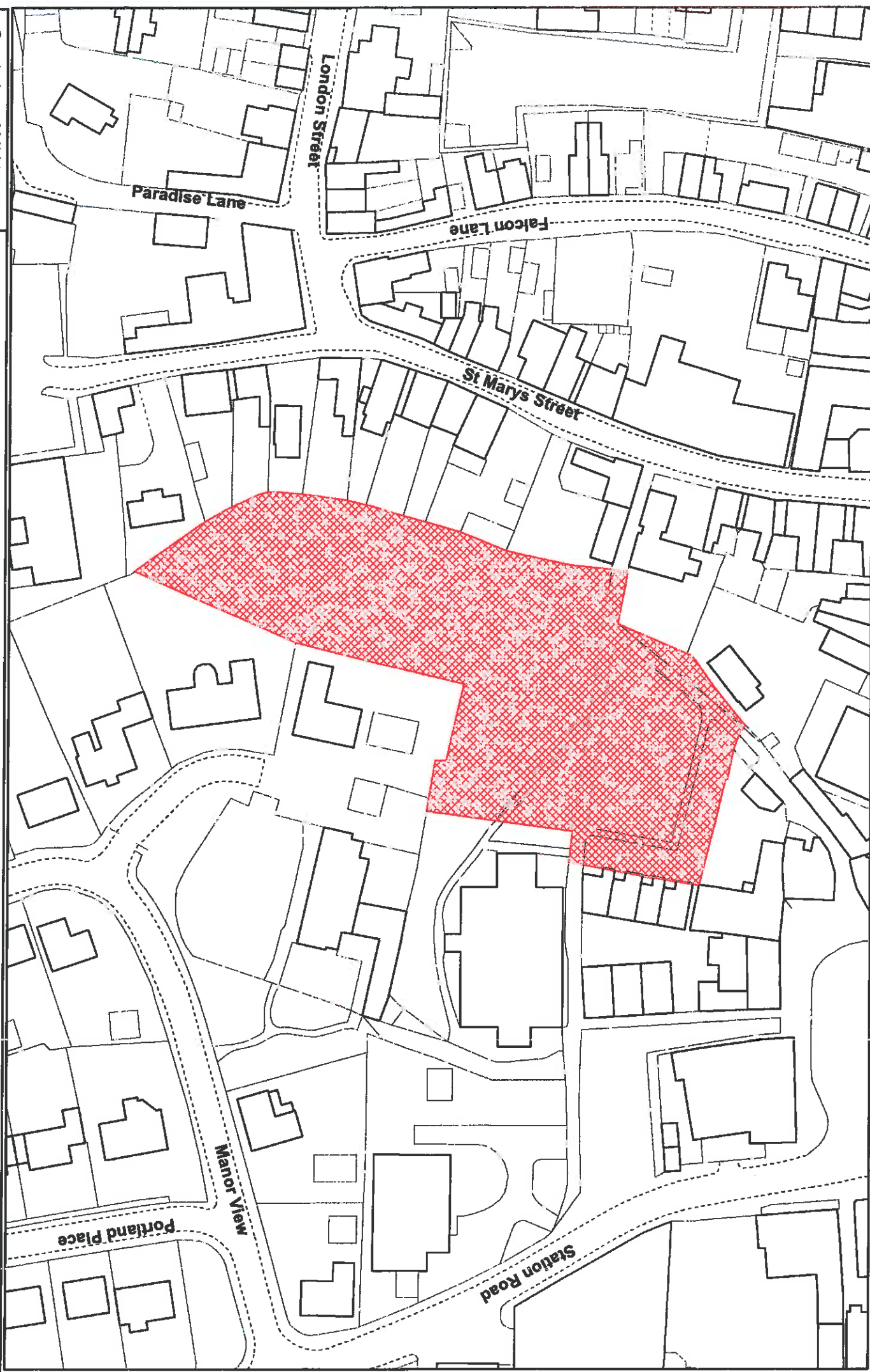
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Public Spaces Protection Order (Dog Control)
St Andrew's Churchyard, Whittlesey

Dogs on Leads Area
Scale = 1:900





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Public Spaces Protection Order (Dog Control)
St Mary's Churchyard, Whittlesey

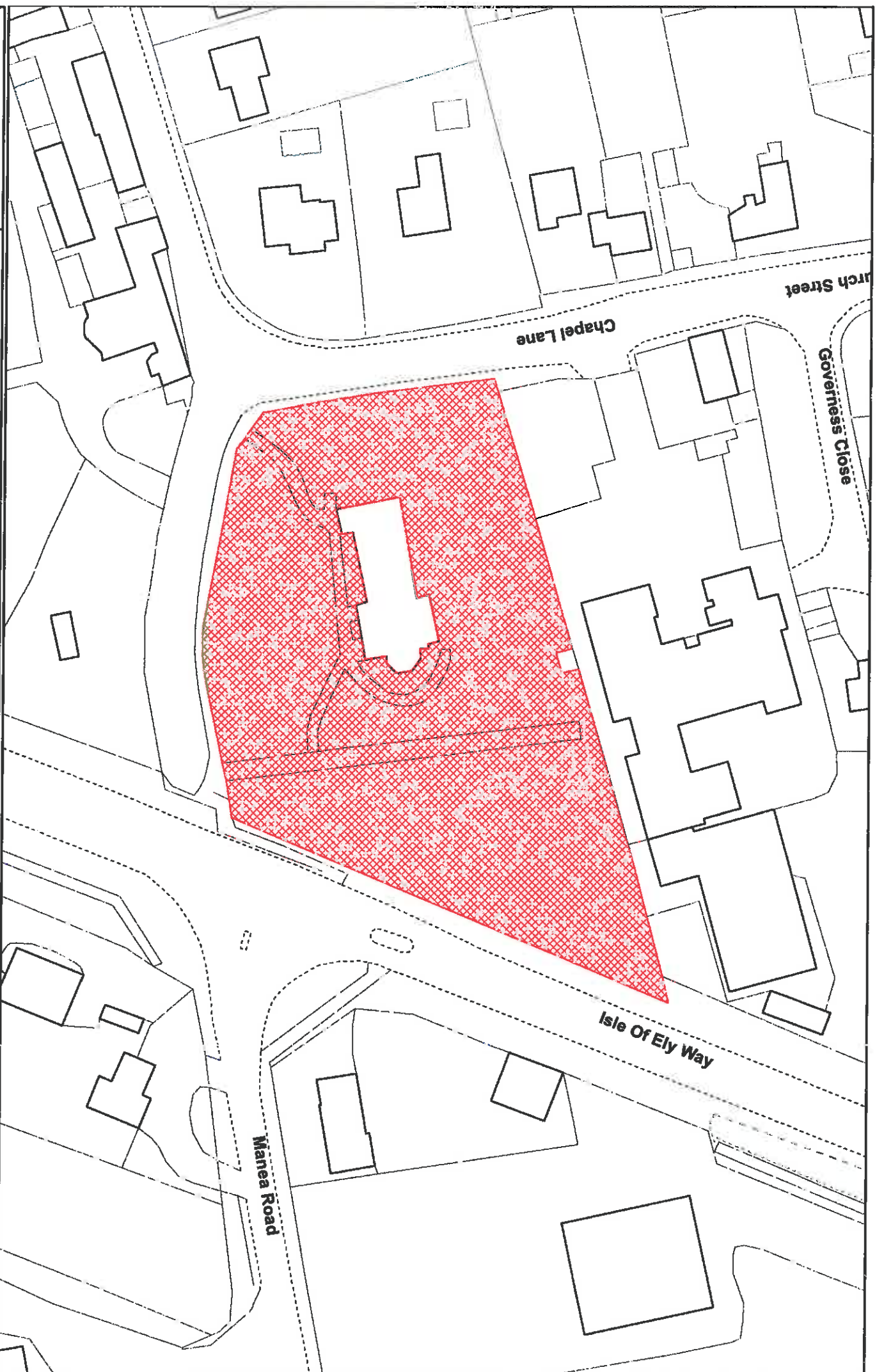
Dogs on Leads Area
Scale = 1:1,000



Public Spaces Protection Order (Dog Control)
Tower Close, Whittlesey



Dogs on Leads Area 
Scale = 1:1,000



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Public Spaces Protection Order (Dog Control)
St Peter's Churchyard, Wimblington

Dogs on Leads Area

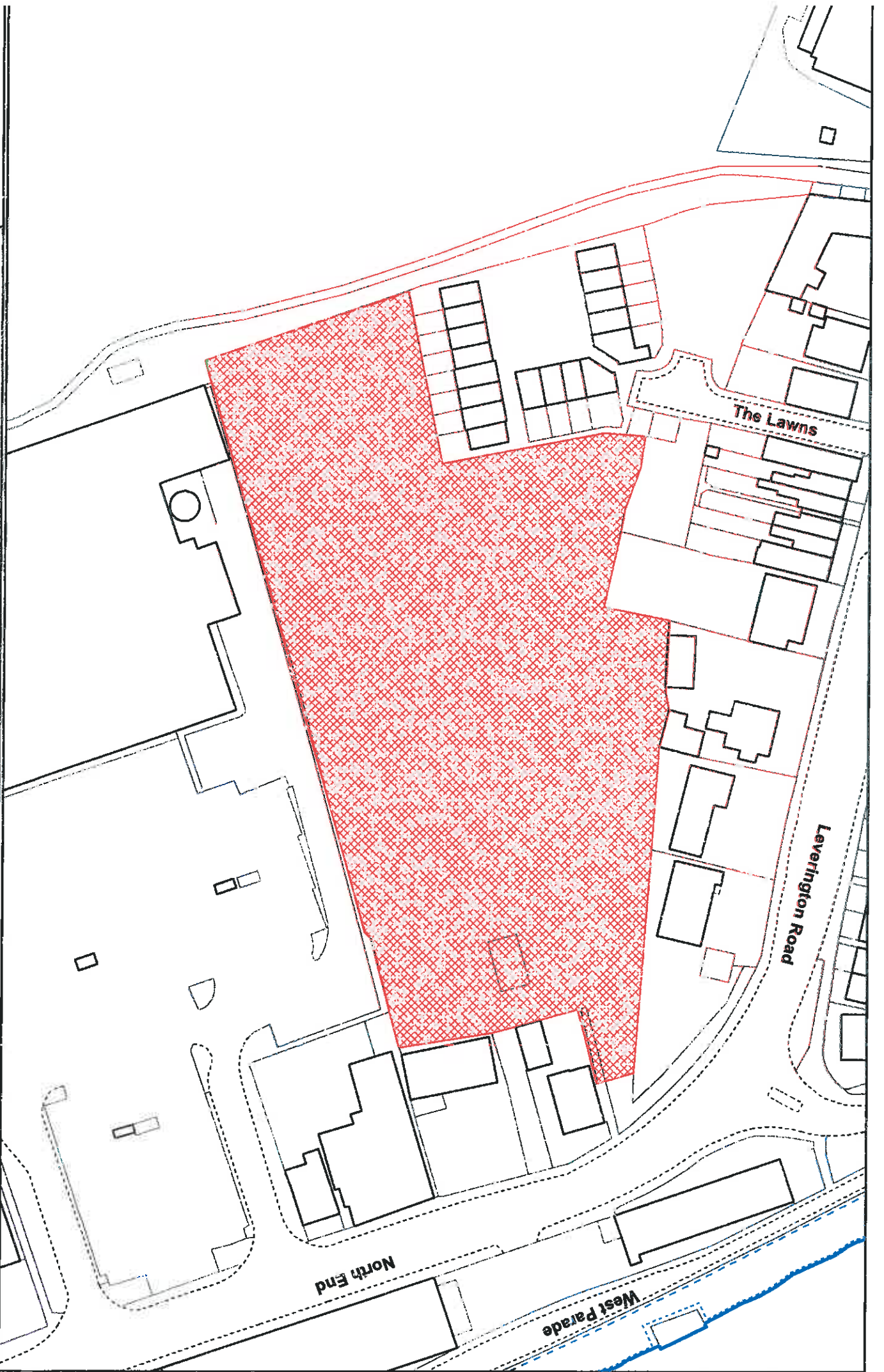
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Public Spaces Protection Order (Dog Control)
Burcroft Road, Wisbech

Dogs on Leads Area
Scale = 1:750





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Public Spaces Protection Order (Dog Control)

Wisbech General Cemetery, Wisbech

Dogs on Leads Area



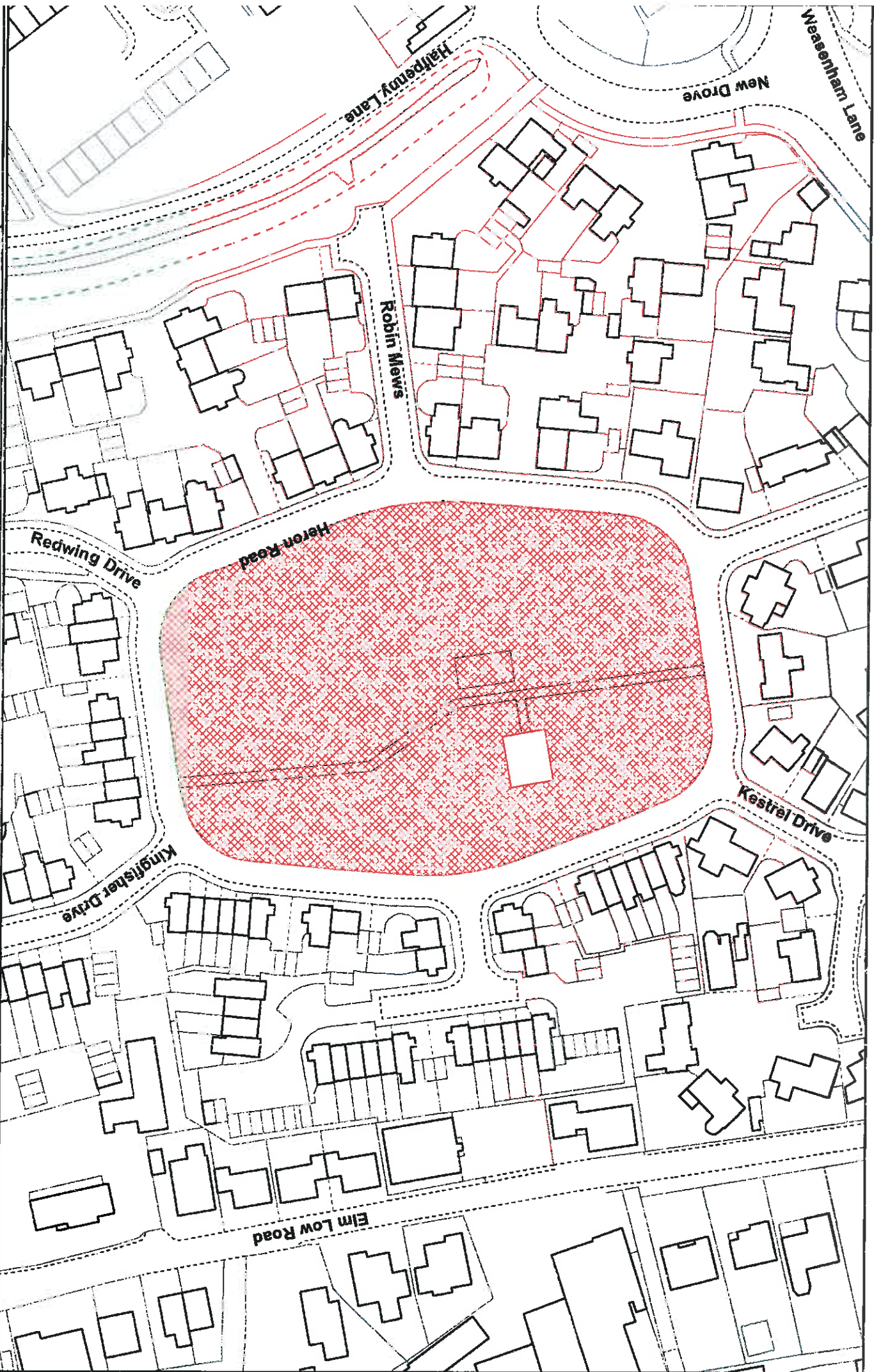
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Public Spaces Protection Order (Dog Control)

Heron Road, Wisbech

Dogs on Leads Area





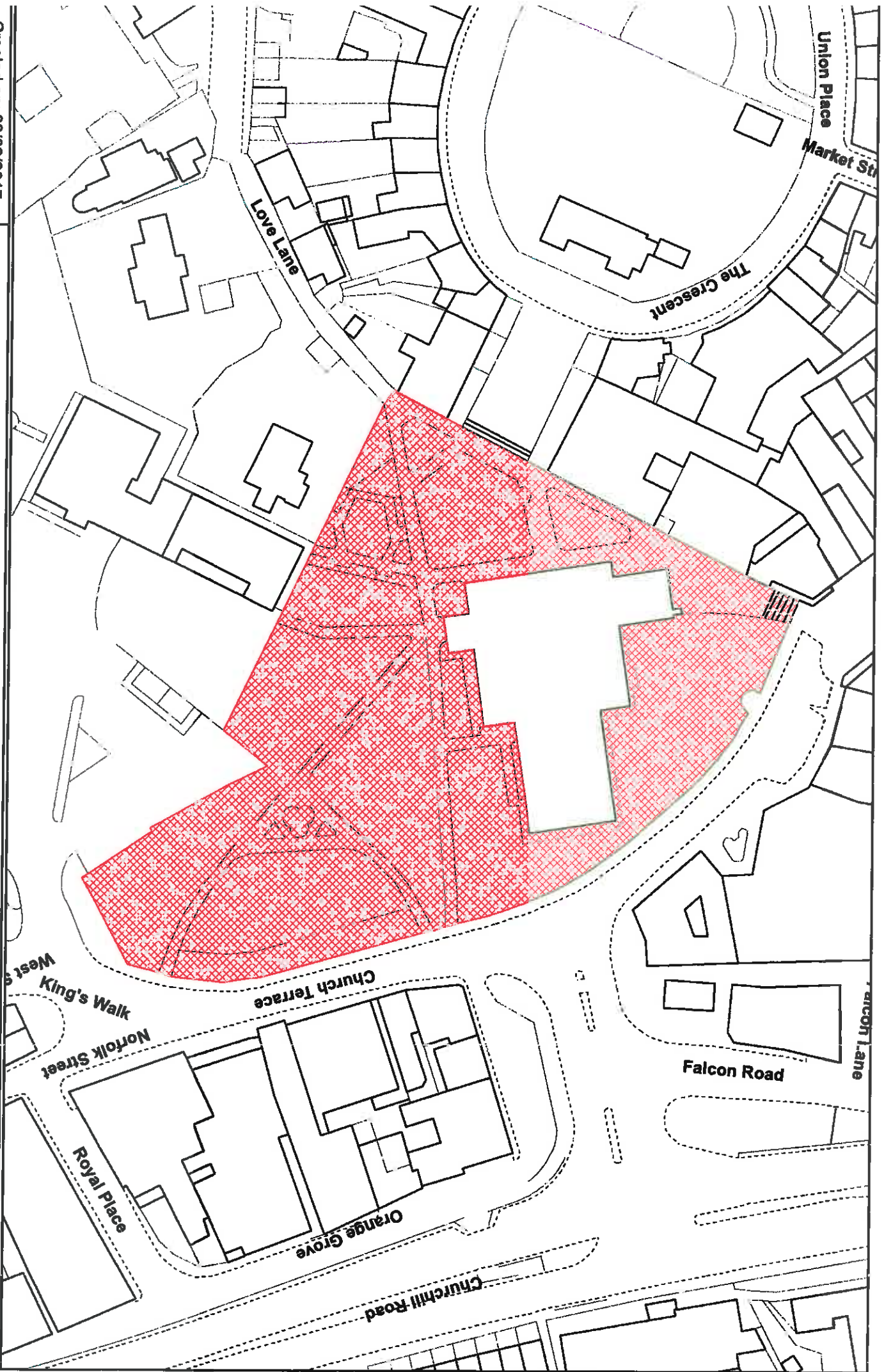
Public Spaces Protection Order (Dog Control)
Jasmin Close, Wisbech

Dogs on Leads Area
Scale = 1:750

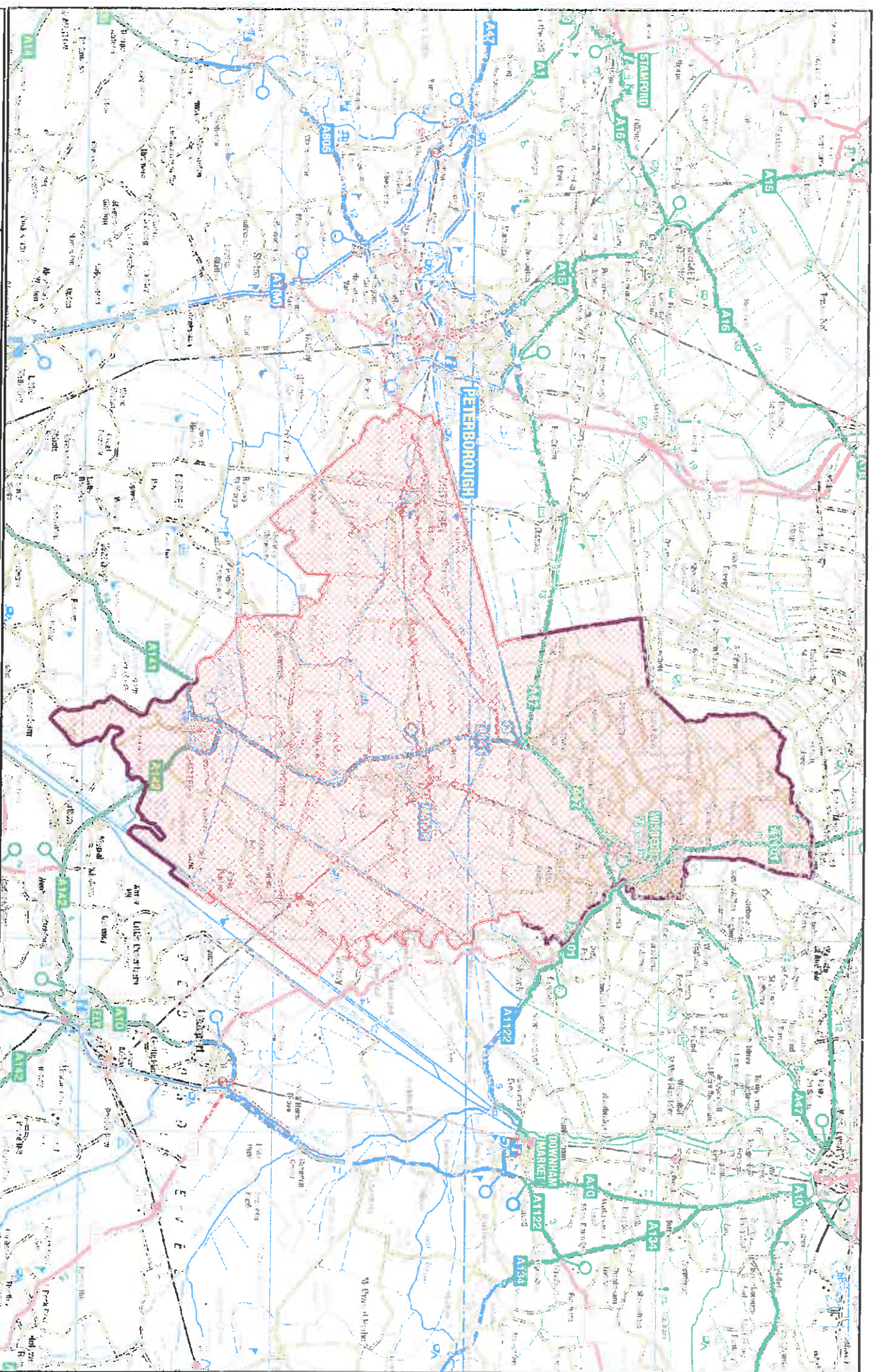
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Public Spaces Protection Order (Dog Control) St Peter's & St Paul's Churchyard, Wisbech

Dogs on Leads Area
Scale = 1:900




SCHEDULE 2



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Public Spaces Protection Order (Dog Control)
Fenland District

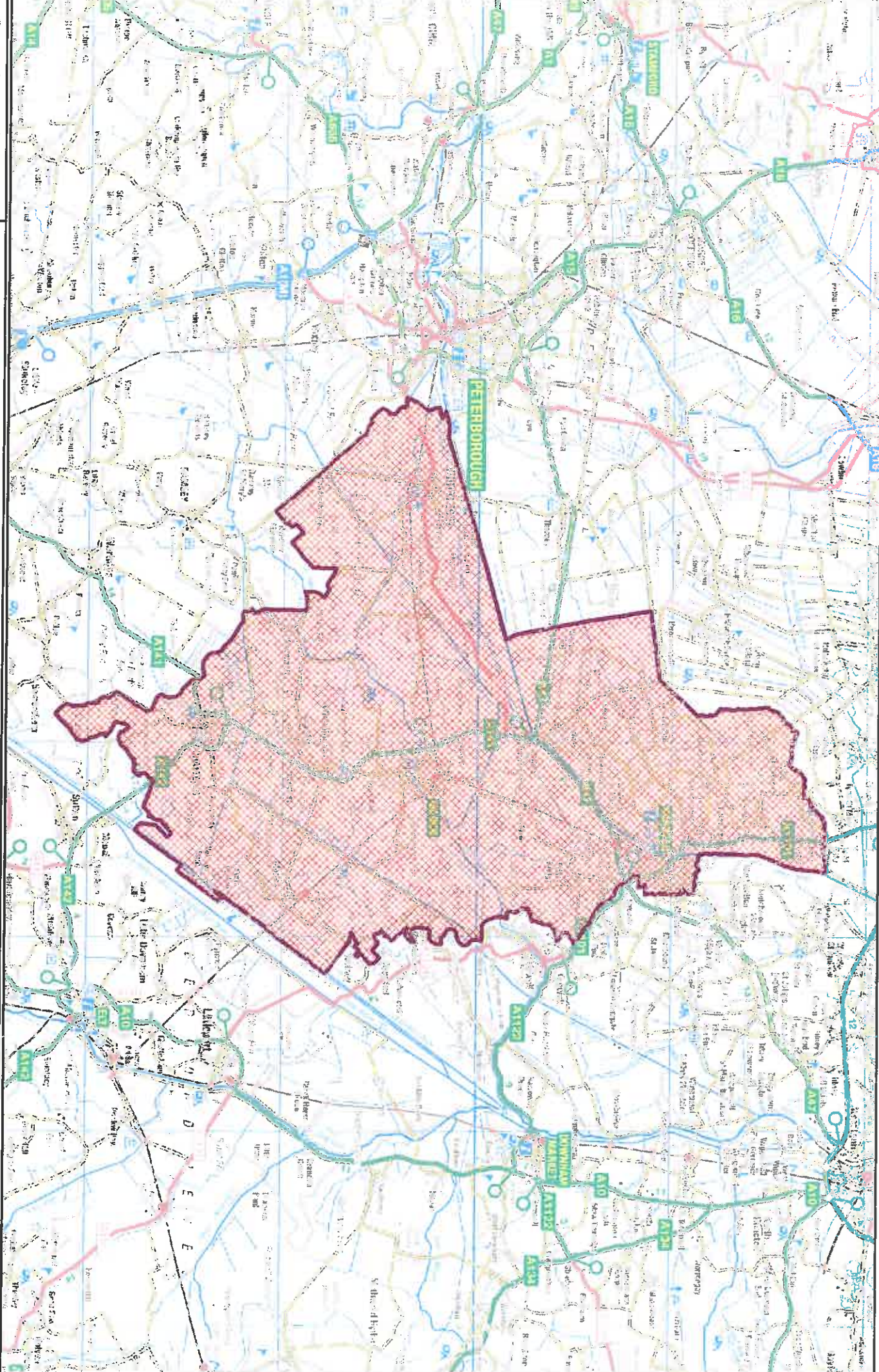
Dogs on leads by direction


Scale = 1:250,000




Fenland
 CAMBRIDGESHIRE
 Fenland District Council

SCHEDULE 3



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Public Spaces Protection Order (Dog Control) Fenland District

Dogs no fouling 
Scale = 1:250,000



SCHEDULE 4A

Those areas hatched in red on the attached plans being located within the areas listed below:

Settlement Area

Benwick

High Street

Parson Drove

Main Road

Chatteris

Cricketers Way

Furrowfields

Hunter's Close

Huntingdon Road

Larham Way

New Road Cemetery

St Paul's Drive

Wenny Road

Whittlesey

Burdett Grove

Manor Leisure Centre

Pinewood Avenue

Snowley Park

Station Road

Whittlesey Cemetery

Doddington

Beech Avenue

Walden Close

Wimblington

Honeymead Road

Eastrea

Springfields

Thornham Way

Wisbech

Bath Road

Conference Way

Copperfields

Heron Road

Malt Drive

Mount Pleasant Cemetery

Westmead Avenue

Wisbech Park

Friday Bridge

West Drive

Manea

Williams Way

March

Eastwood Cemetery

Gaul Road

North Drive

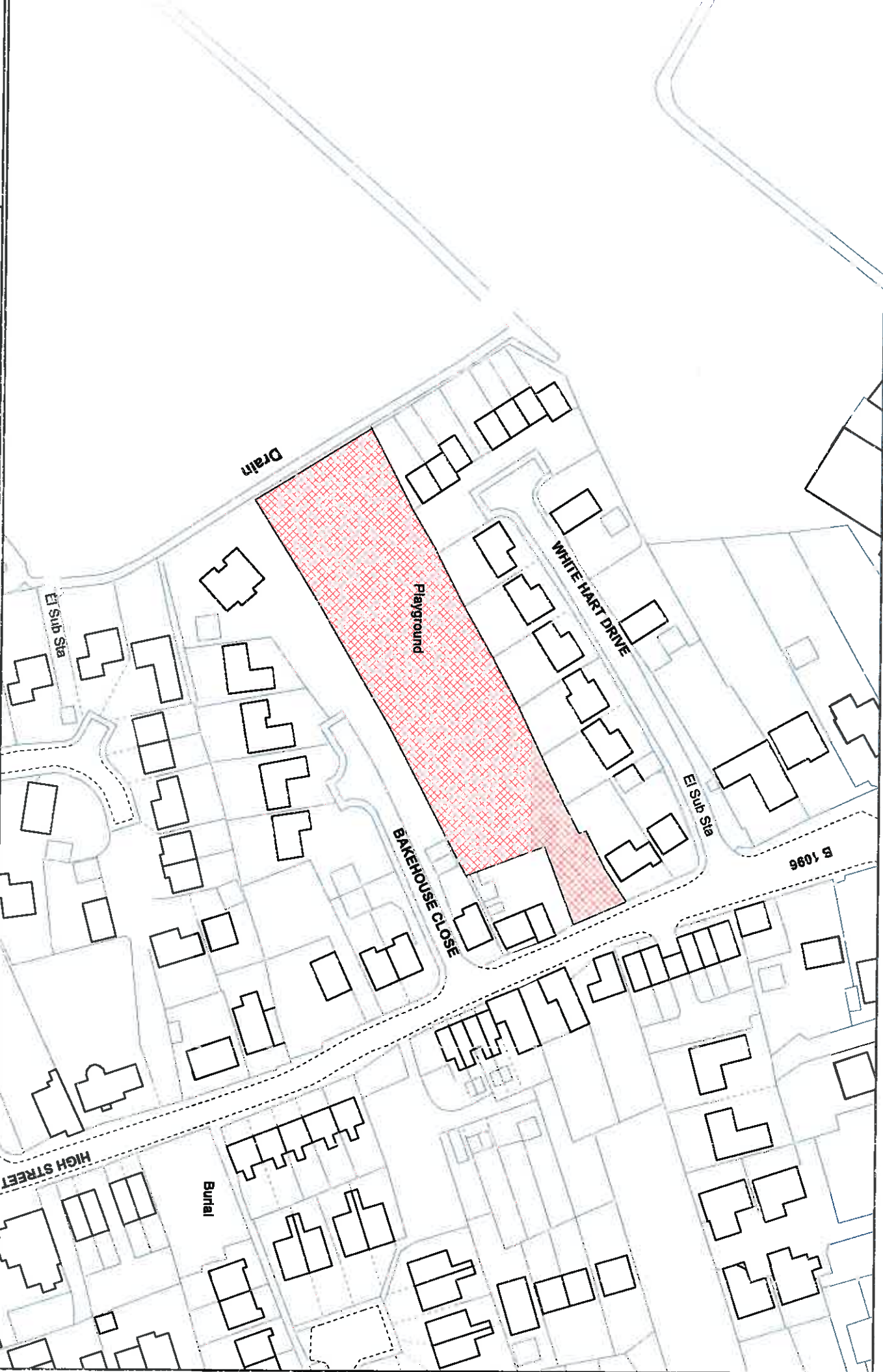
West End Park

Wisbech St Mary

Wisbech St Mary Cemetery

SCHEDULE 4

Public Spaces Protection Order (Dog Control) High Street Play Area, Benwick

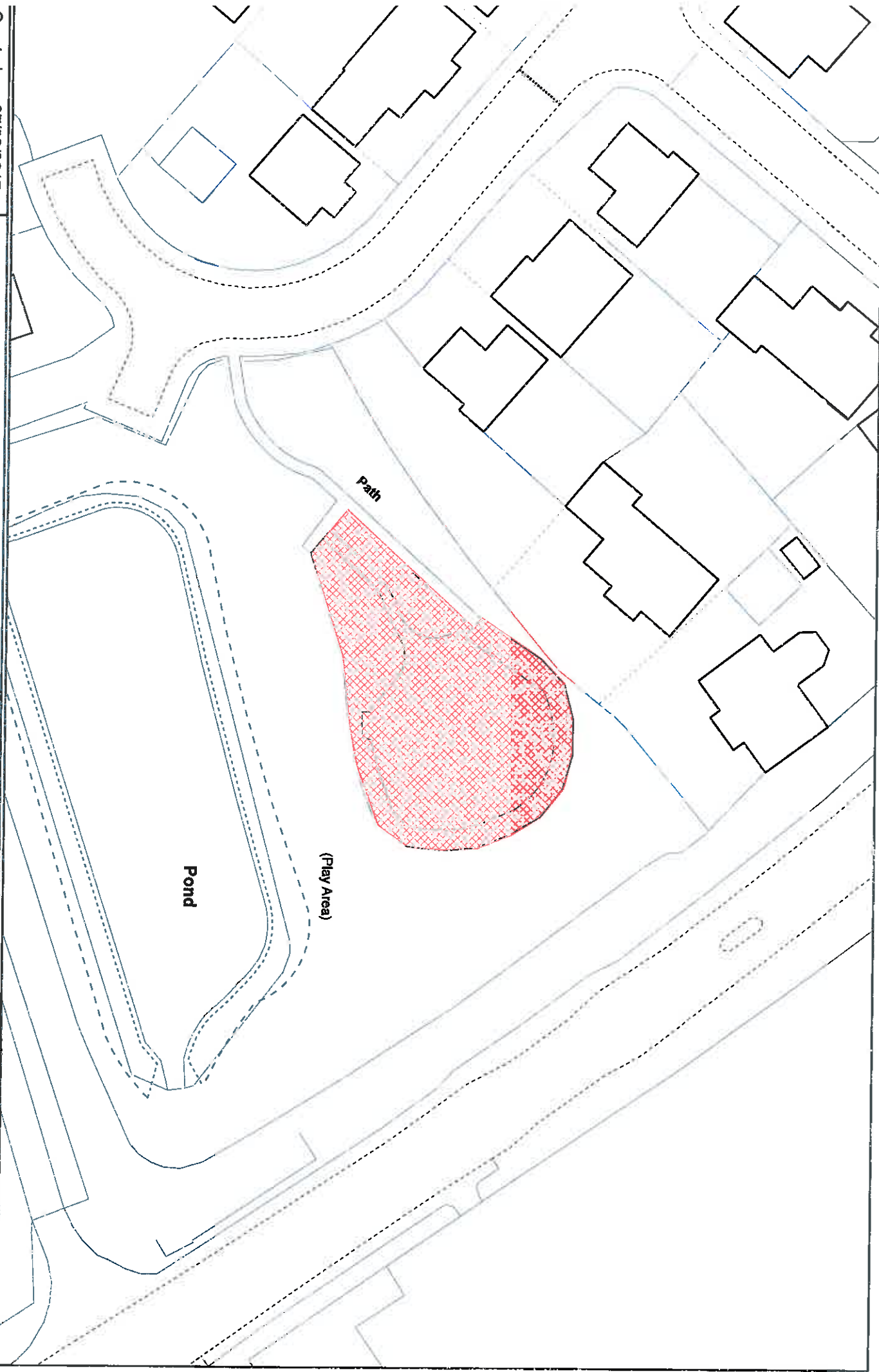


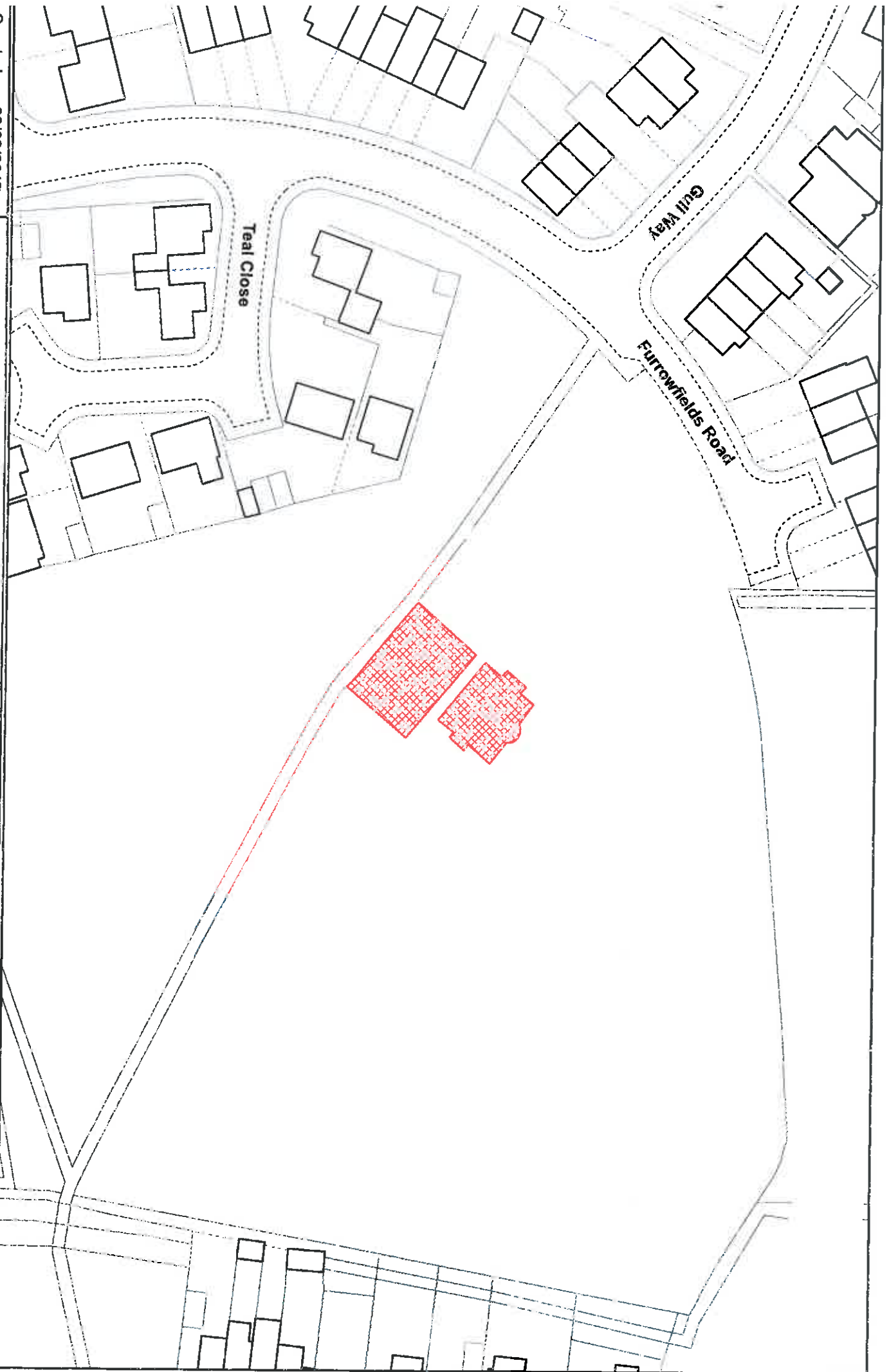
Dogs Excluded Area



Public Spaces Protection Order (Dog Control)
Cricketer's Way, Chatteris

Dogs Excluded Area
Scale = 1:500



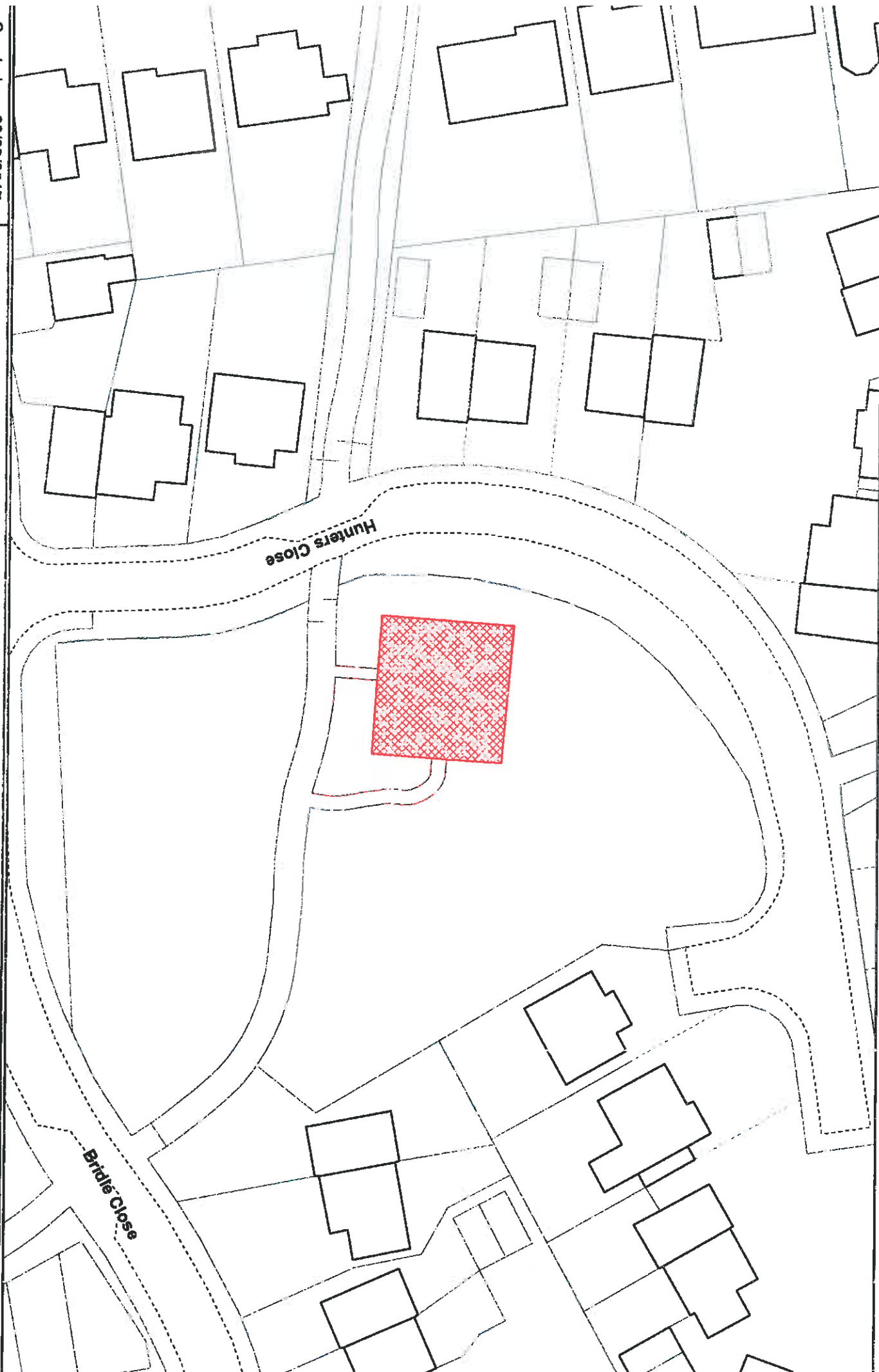


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Public Spaces Protection Order (Dog Control)
Furrowfields, Chatteris

Dogs Excluded Area 
 Scale = 1:750





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Public Spaces Protection Order (Dog Control)
Hunters Close, Chatteris

Dogs Excluded Area
Scale = 1:500





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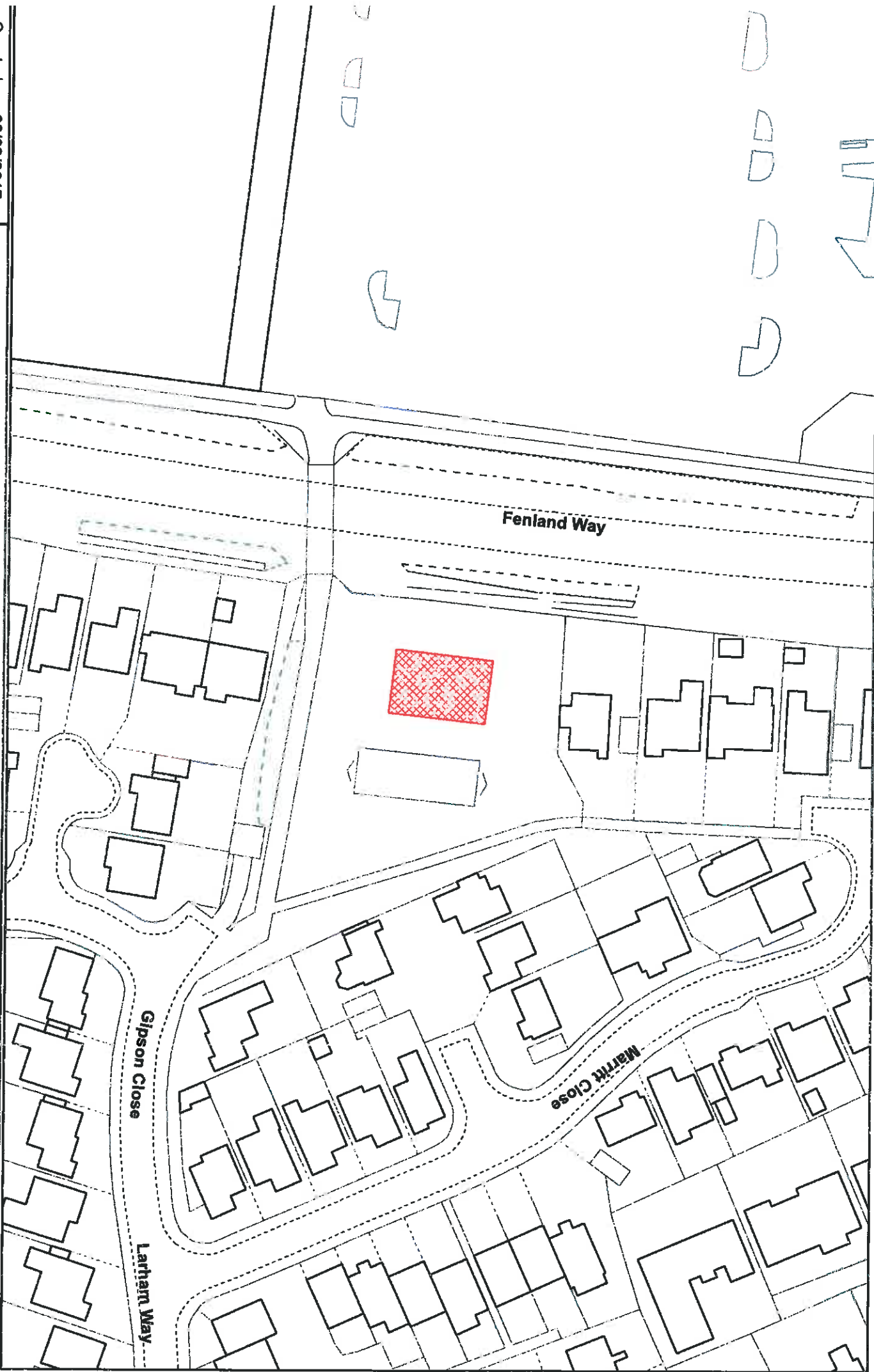
Public Spaces Protection Order (Dog Control)
Huntingdon Road, Chatteris

Dogs Excluded Area

 Scale = 1:750



Public Spaces Protection Order (Dog Control)
Larham Way, Chatteris

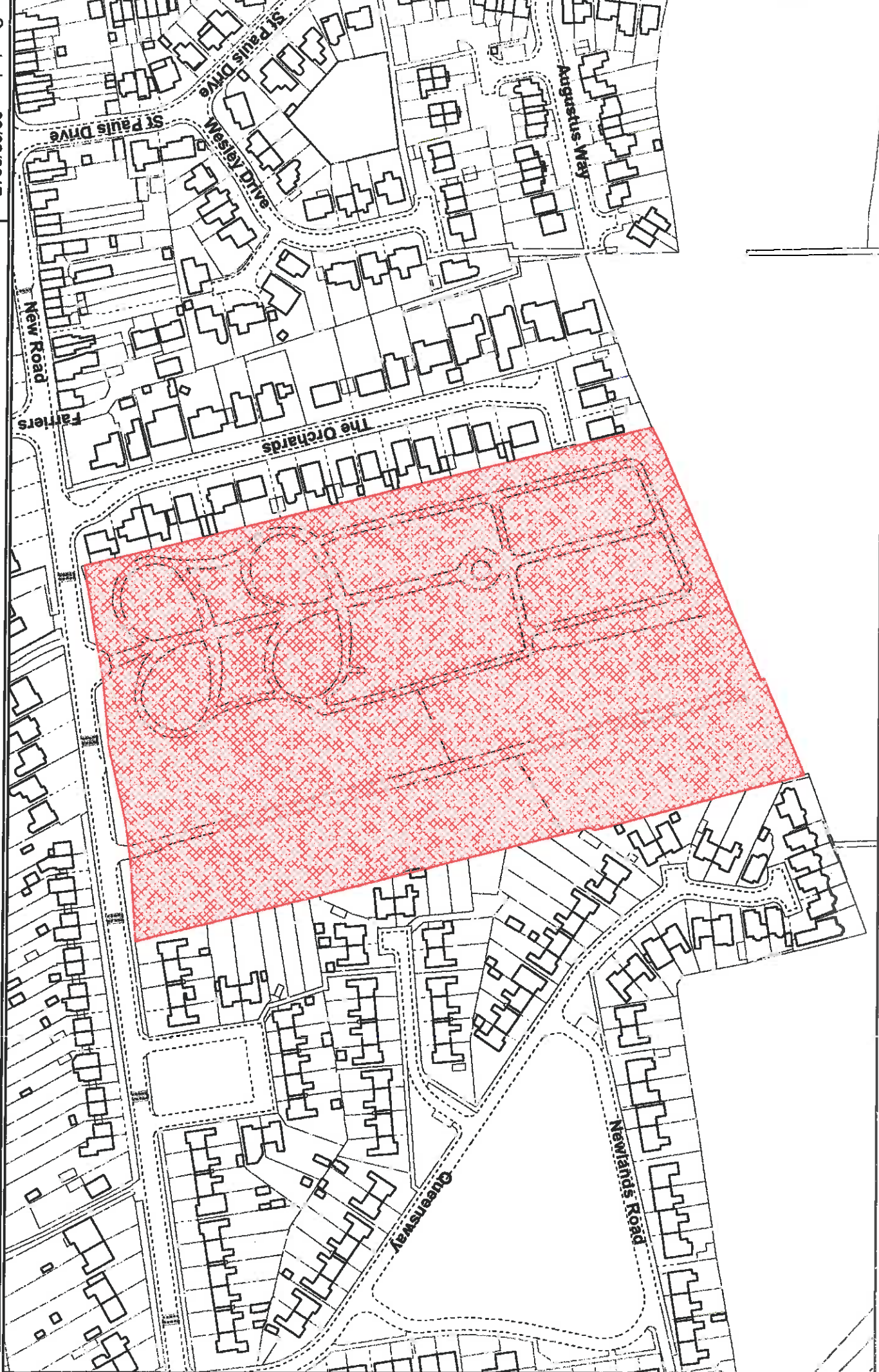


Dogs Excluded Area




Scale = 1:800



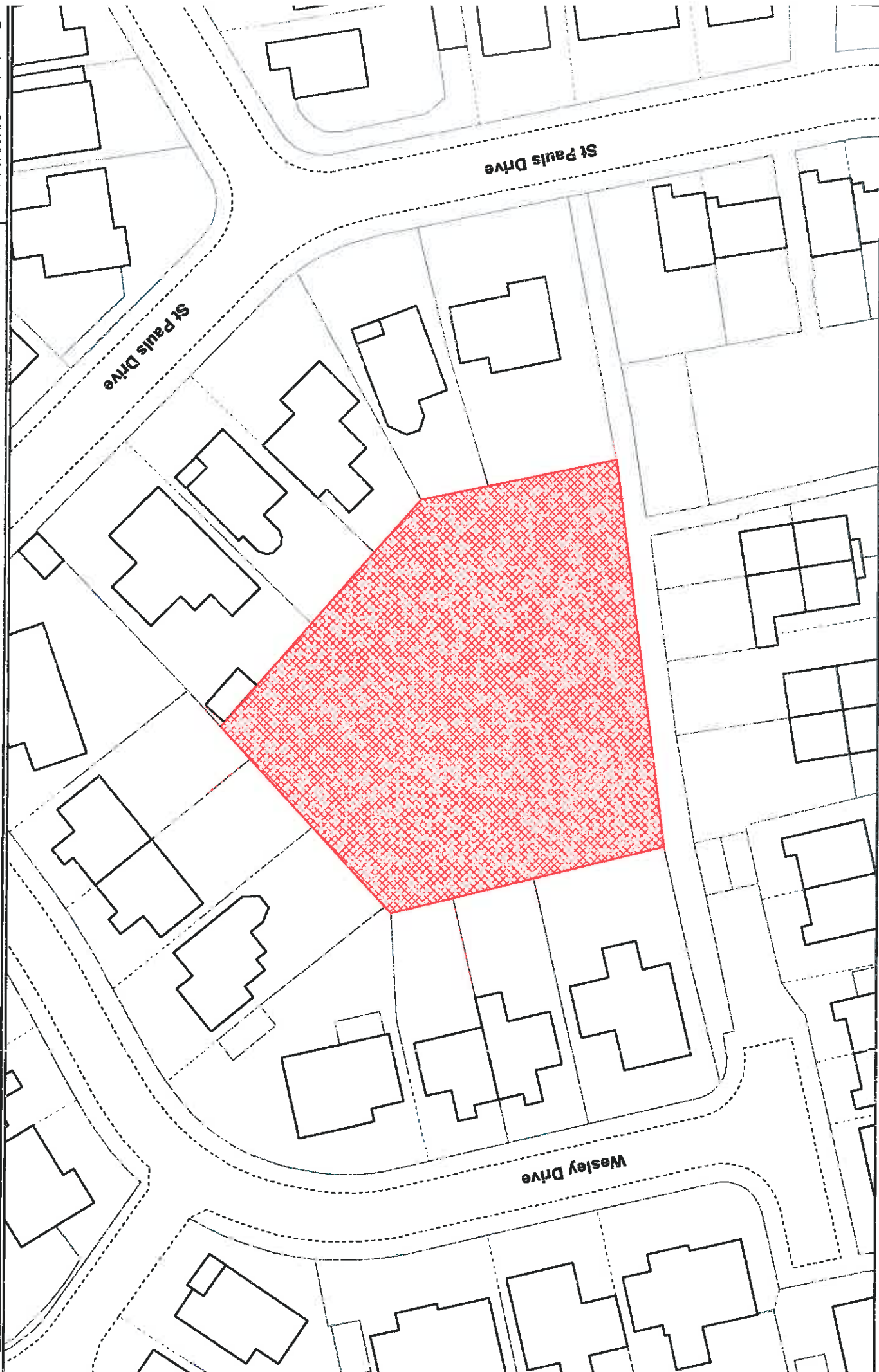


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Public Spaces Protection Order (Dog Control)
New Road Cemetery, Chatteris

Dogs Excluded Area 
Scale = 1:2,000





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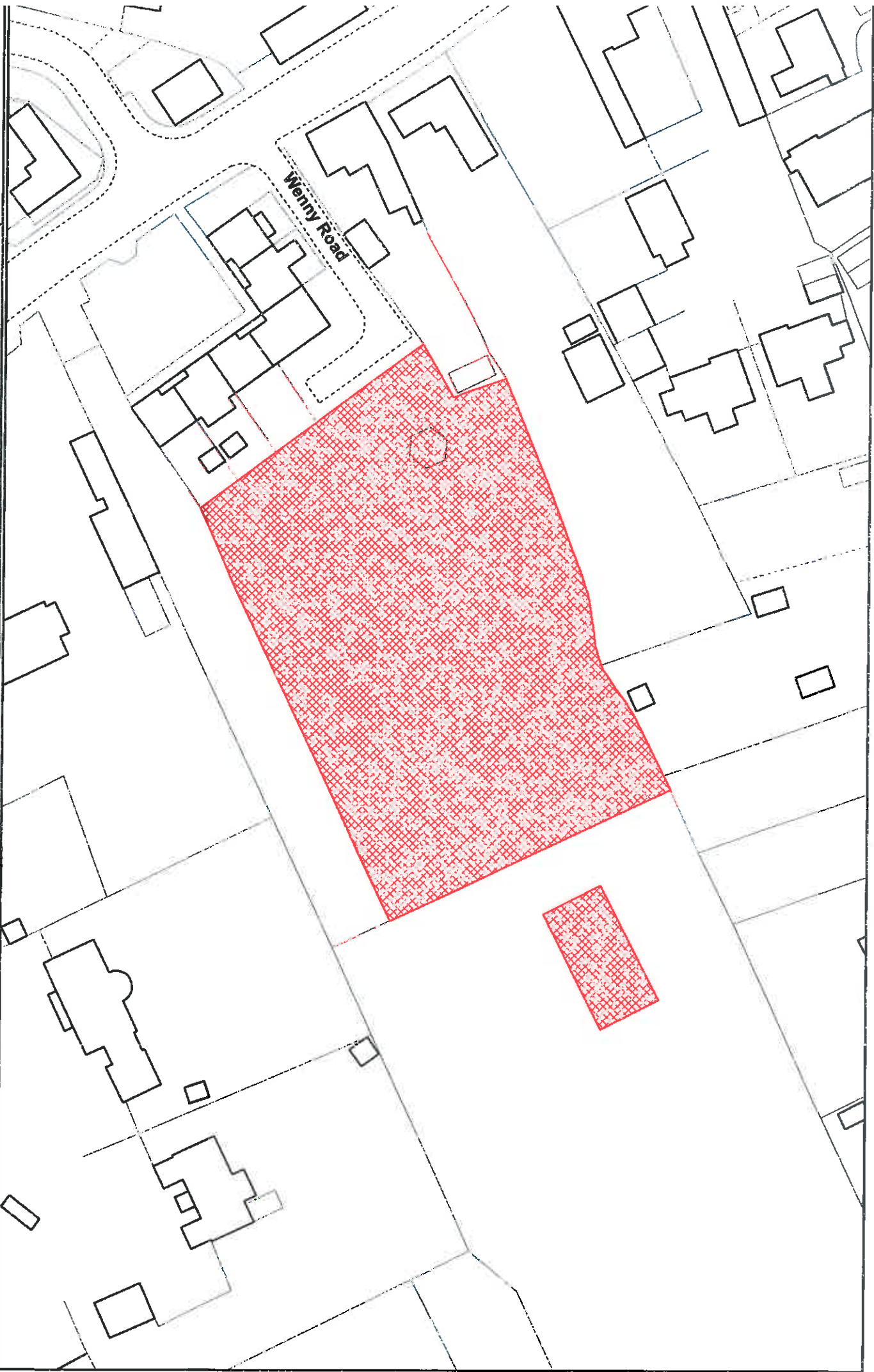
Public Spaces Protection Order (Dog Control)
St Paul's Drive Play Area, Chatteris

Dogs Excluded Area
Scale = 1:500



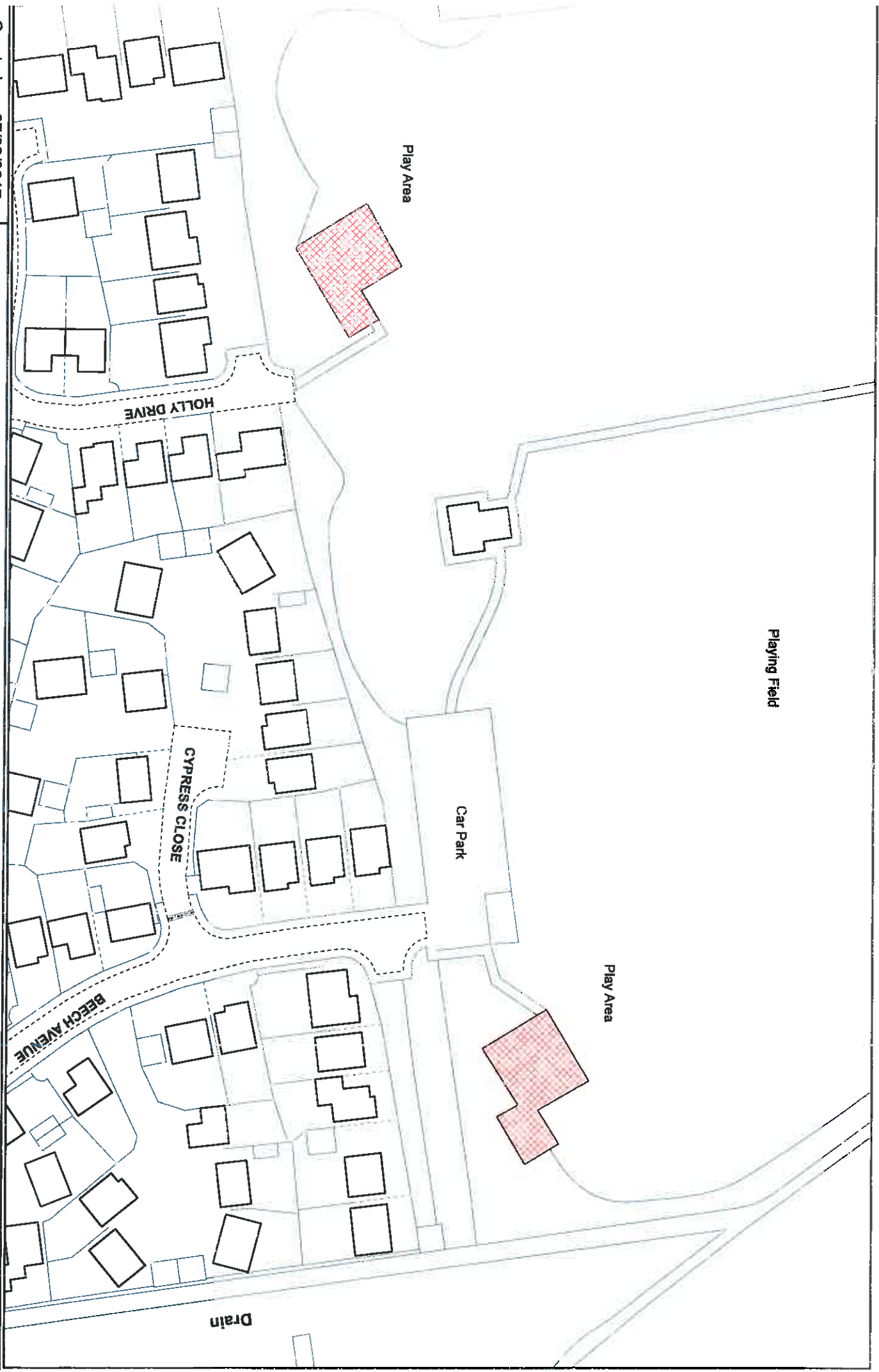
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Public Spaces Protection Order (Dog Control) Wenny Road, Chatteris



Dogs Excluded Area 





Playing Field

Play Area

Car Park

Play Area

HOLLY DRIVE

CYPRESS CLOSE

BEECH AVENUE

Drain

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Public Spaces Protection Order (Dog Control)

Beech Avenue, Doddington

Dogs Excluded Area

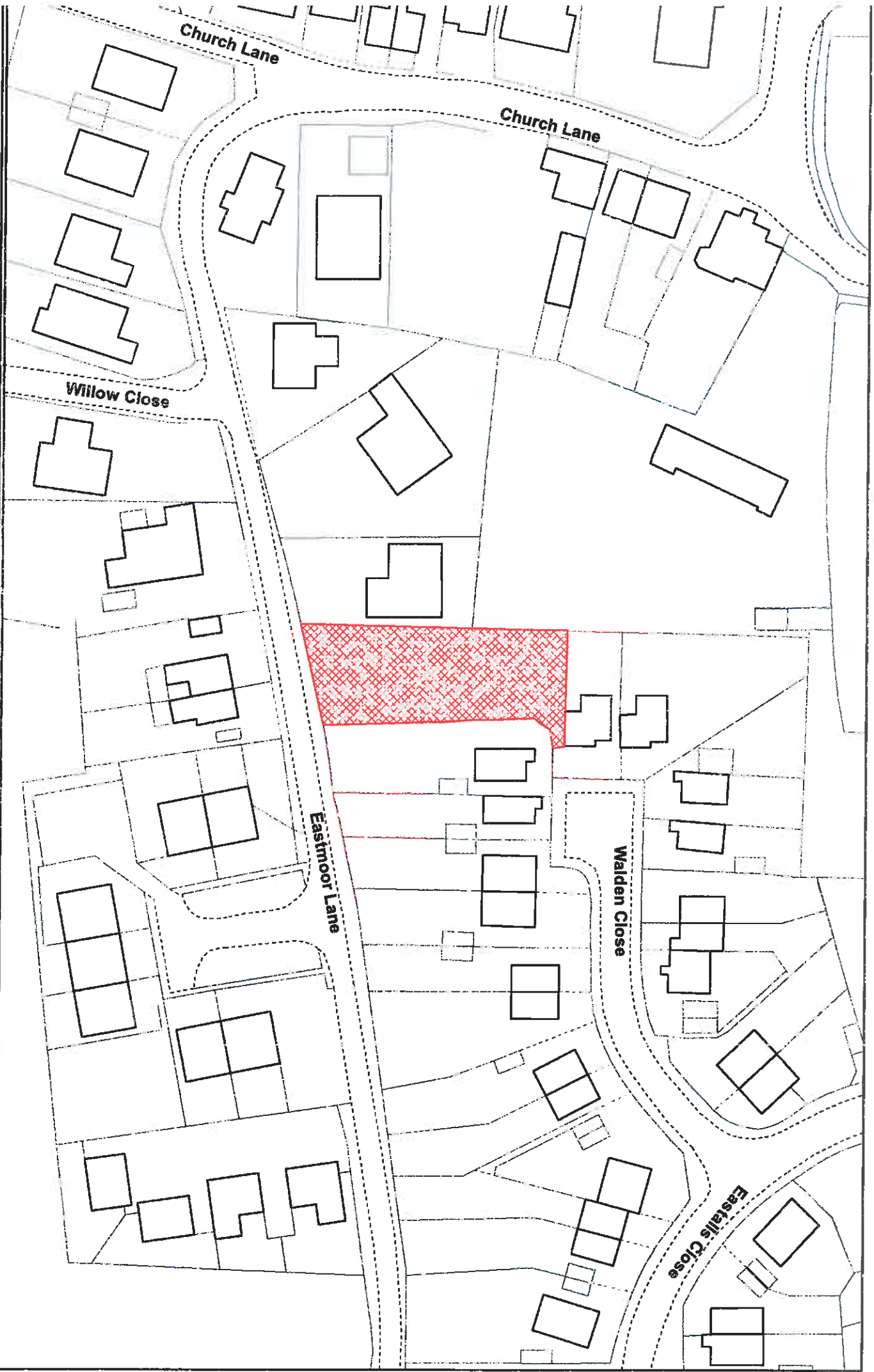


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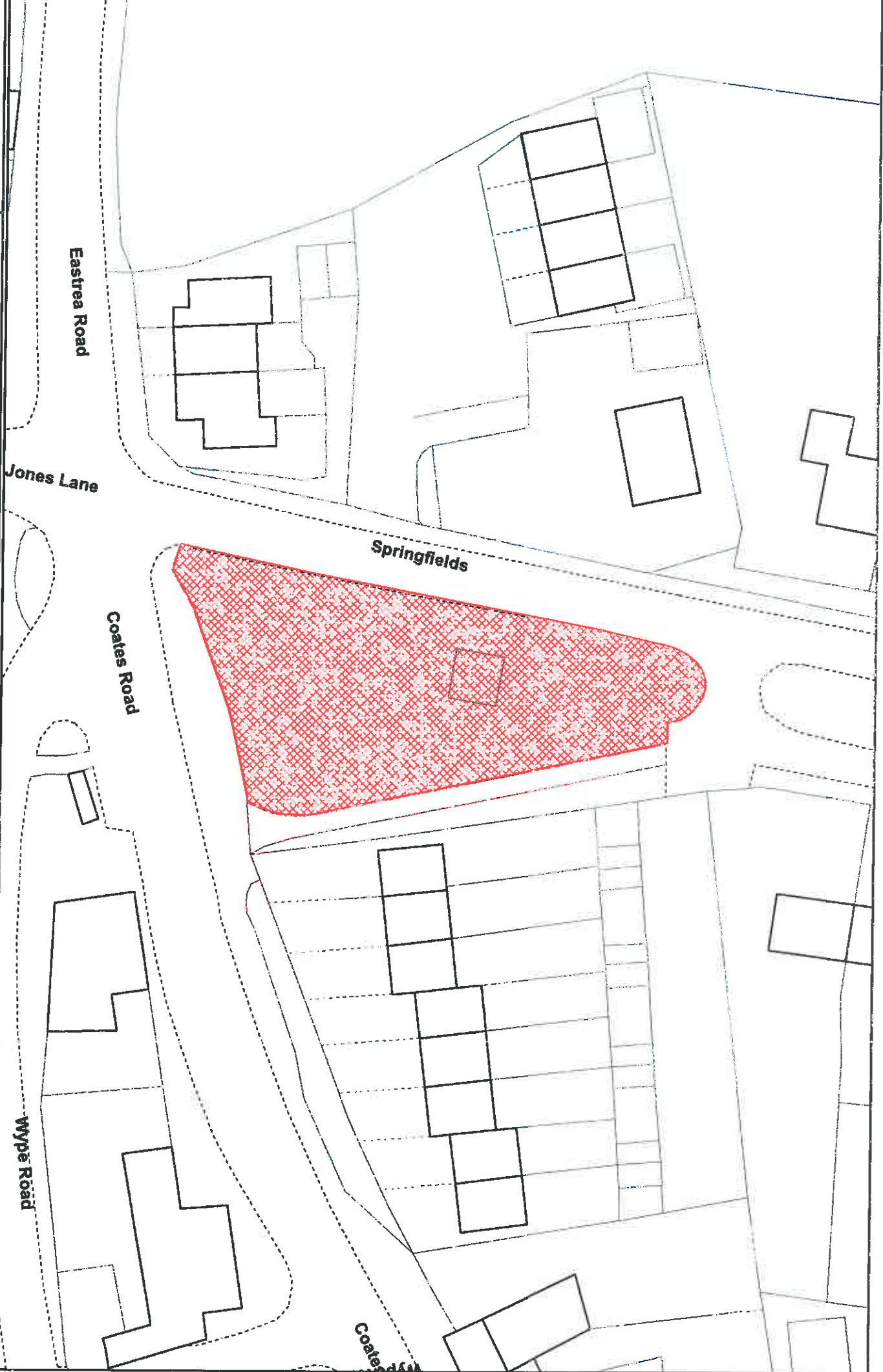



Public Spaces Protection Order (Dog Control)
Walden Close Play Area, Doddington

Dogs Excluded Area 
Scale = 1:800



Public Spaces Protection Order (Dog Control) Springfields, Eastrea



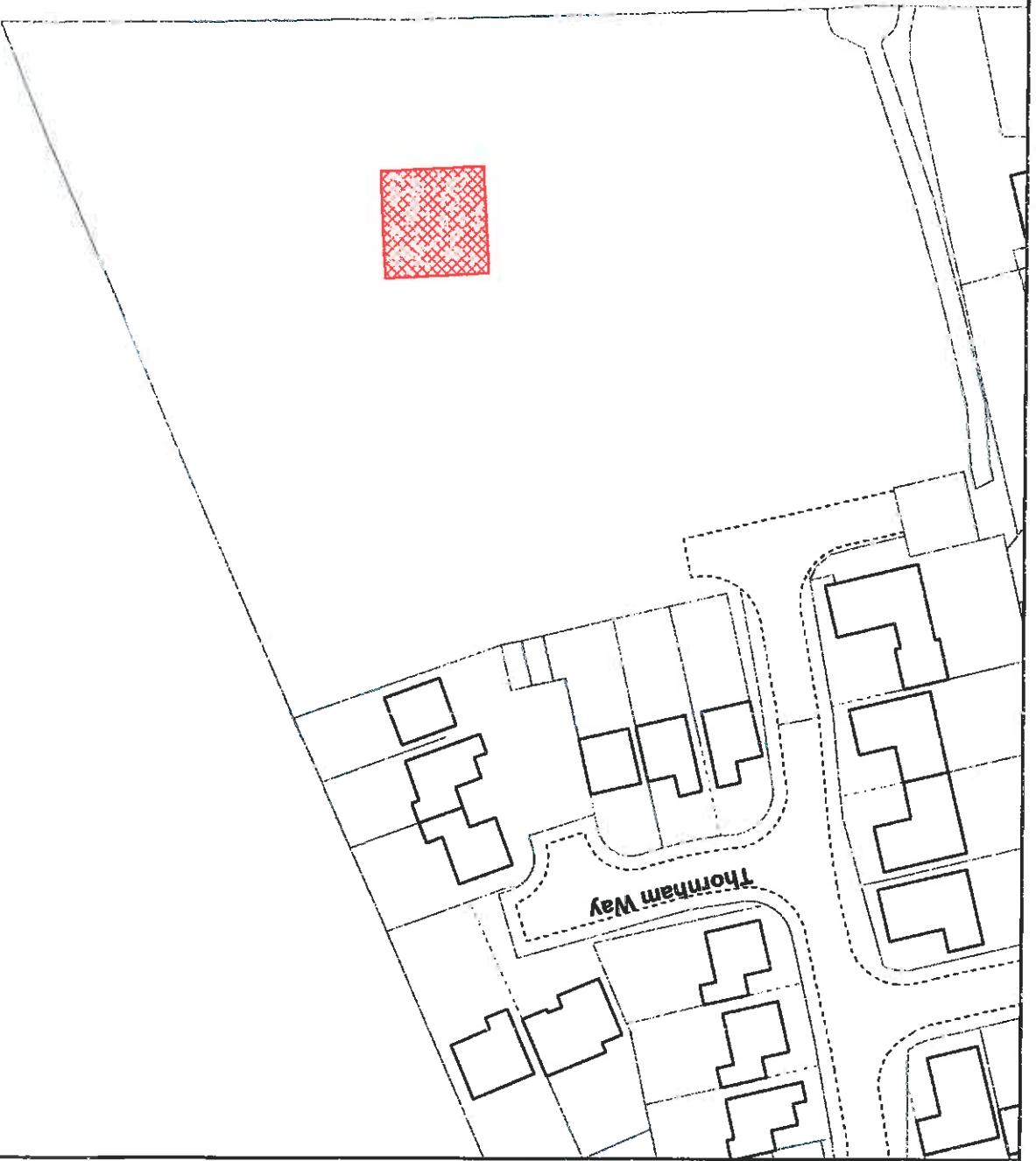
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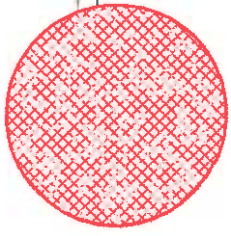
Public Spaces Protection Order (Dog Control)
Thornham Way, Eastrea

Dogs Excluded Area
Scale = 1:850



West Drive

Flint Way



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Public Spaces Protection Order (Dog Control)

West Drive, Friday Bridge

Dogs Excluded Area



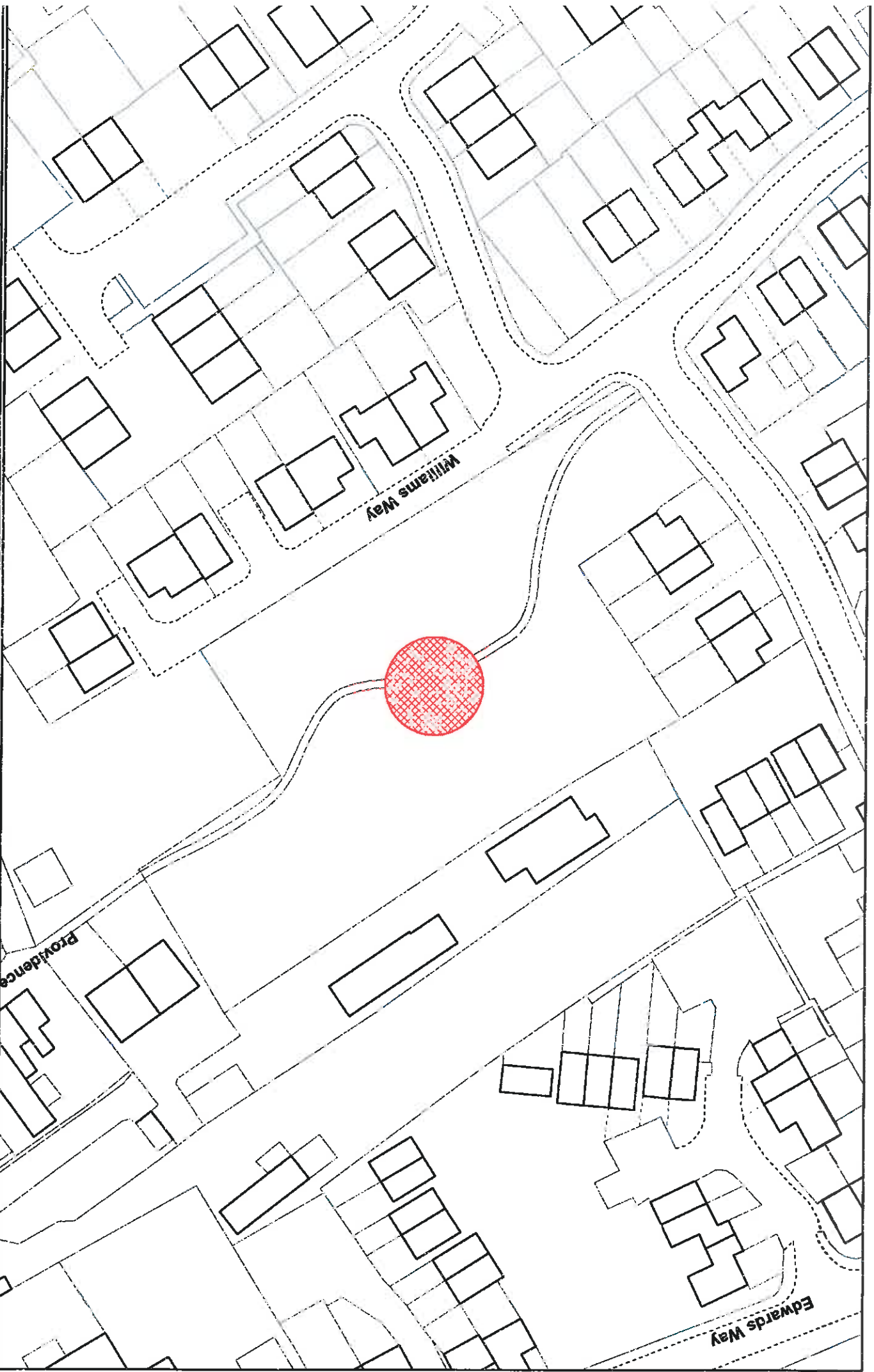
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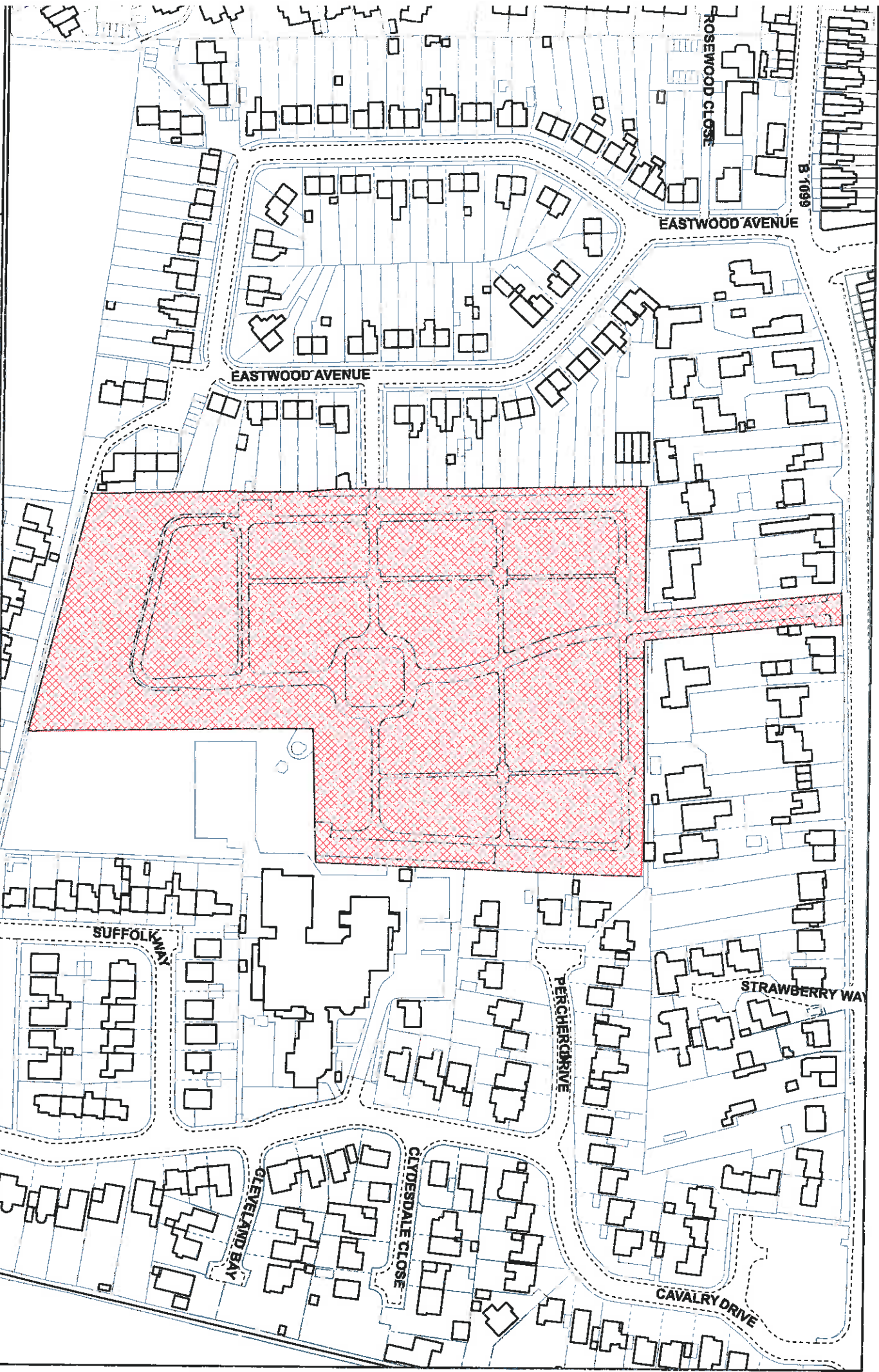
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Public Spaces Protection Order (Dog Control)
Williams Way, Manea

Dogs Excluded Area
Scale = 1:750



Public Spaces Protection Order (Dog Control)
Eastwood Cemetery, March



Dogs Excluded Area

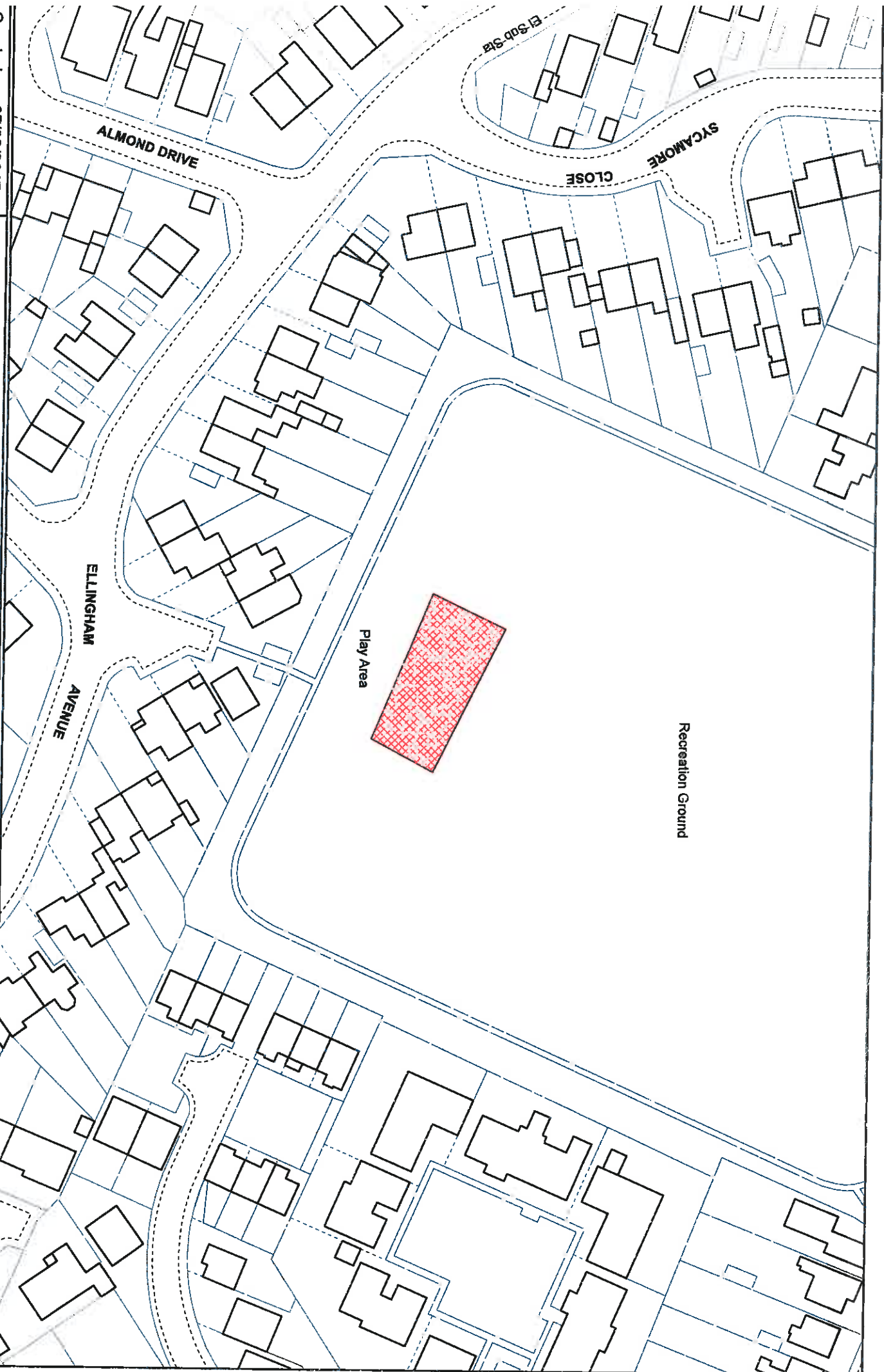


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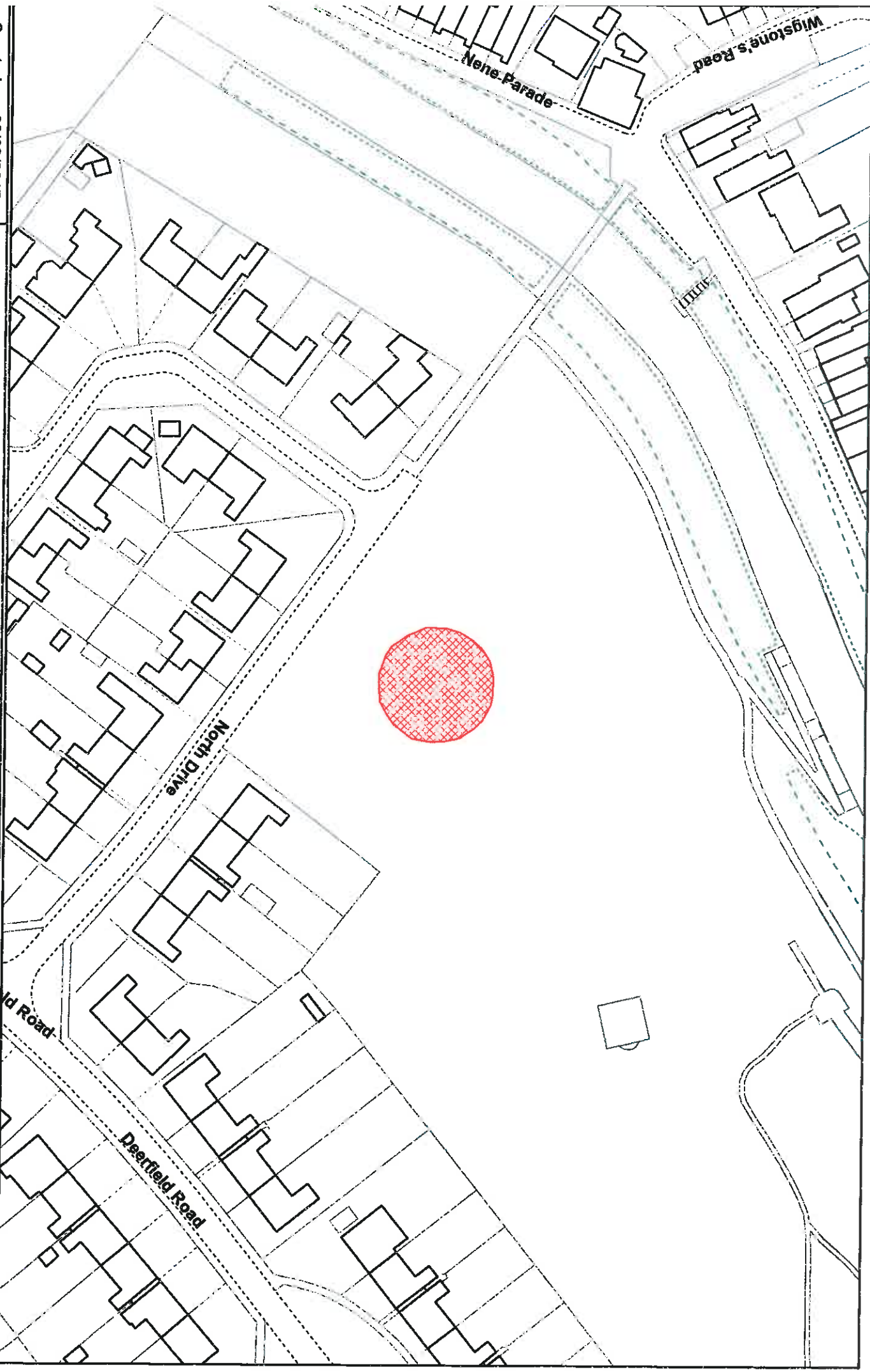
Public Spaces Protection Order (Dog Control)
Gaul Road, March

Dogs Excluded Area 
Scale = 1:1,000



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Public Spaces Protection Order (Dog Control)
North Drive, March




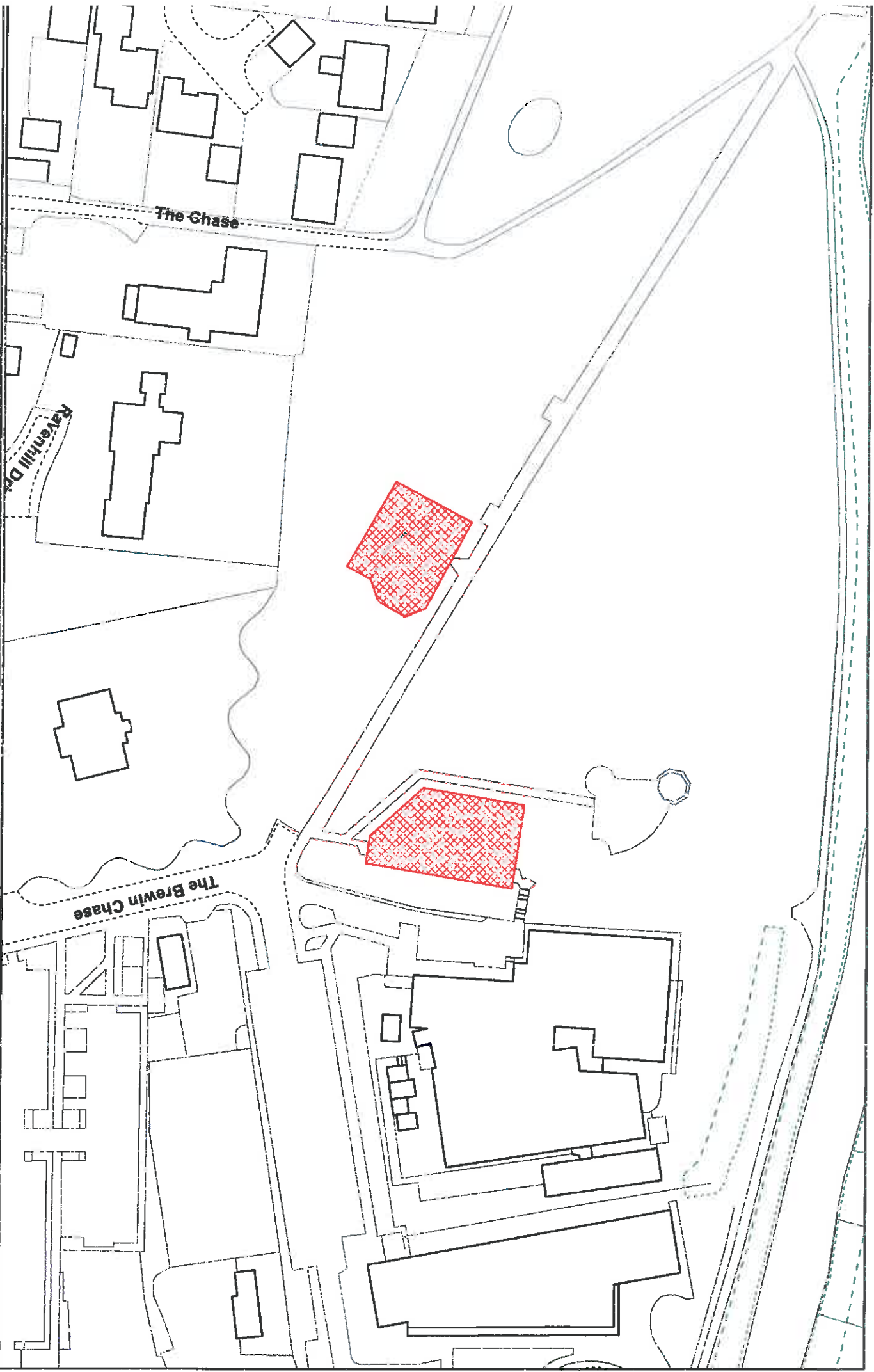
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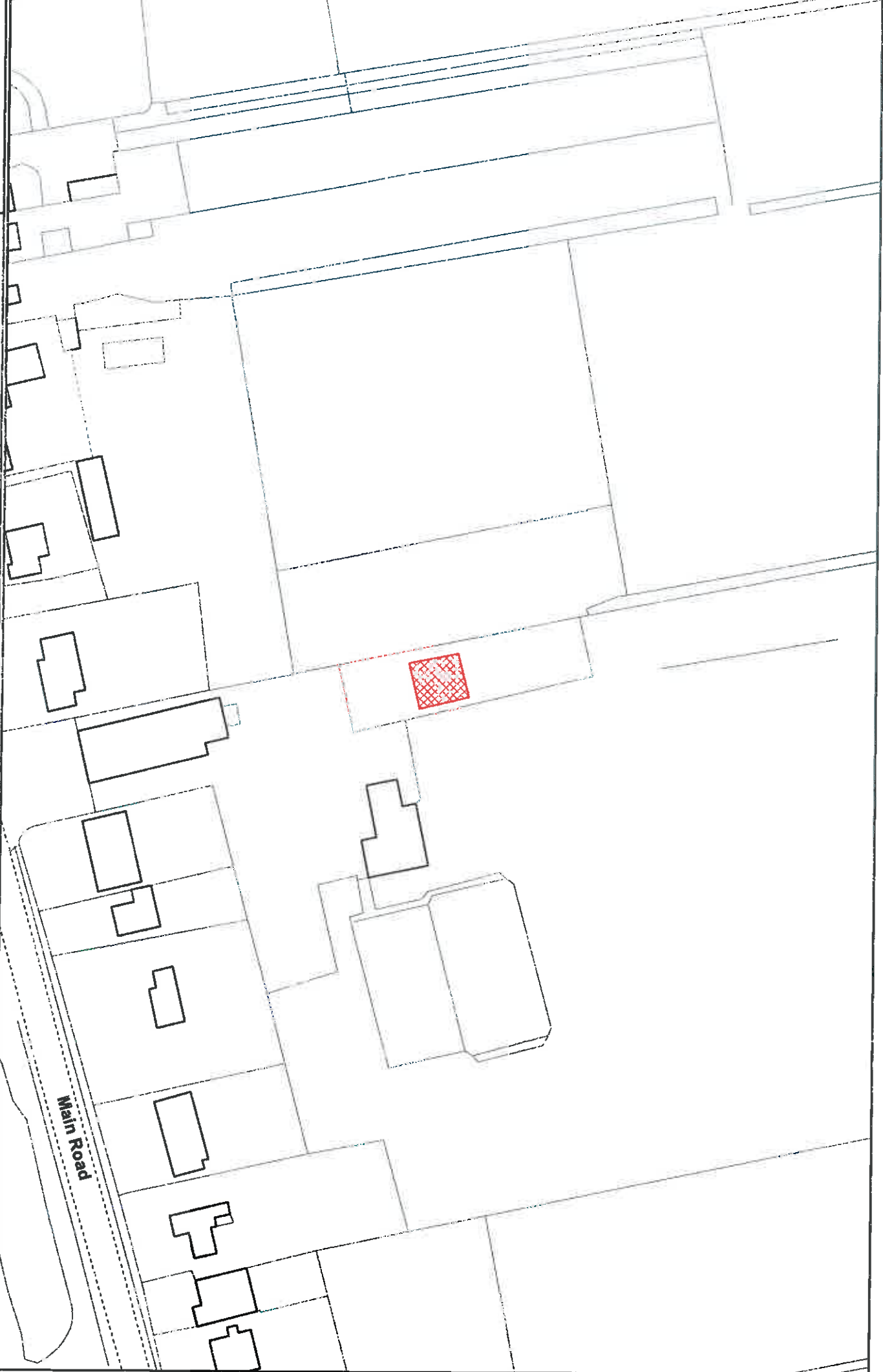
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Public Spaces Protection Order (Dog Control) West End Park, March

Dogs Excluded Area 
Scale = 1:1,000



Public Spaces Protection Order (Dog Control)
Main Road, Parson Drive



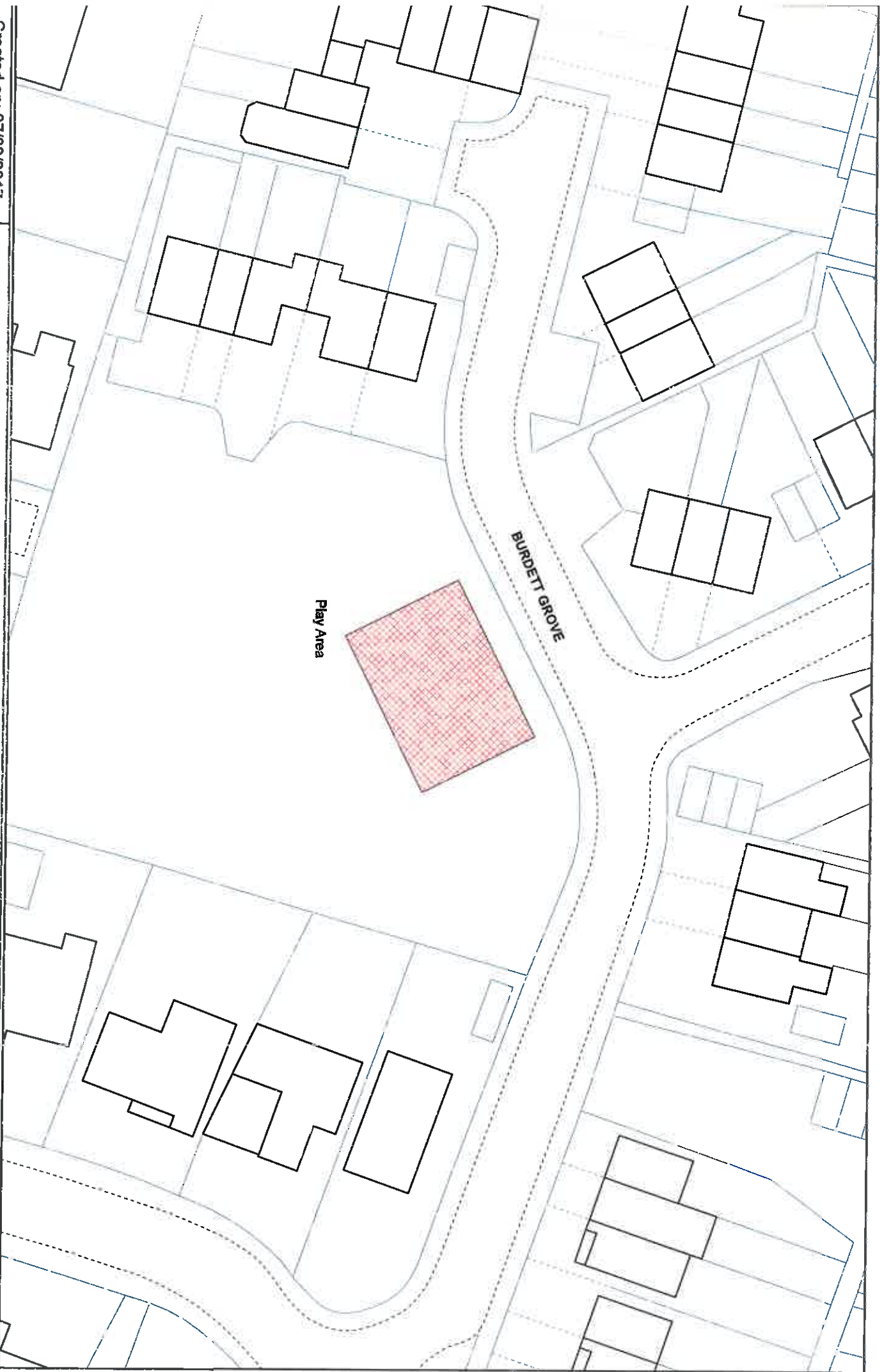
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Public Spaces Protection Order (Dog Control)
Burdett Grove, Whittlesey

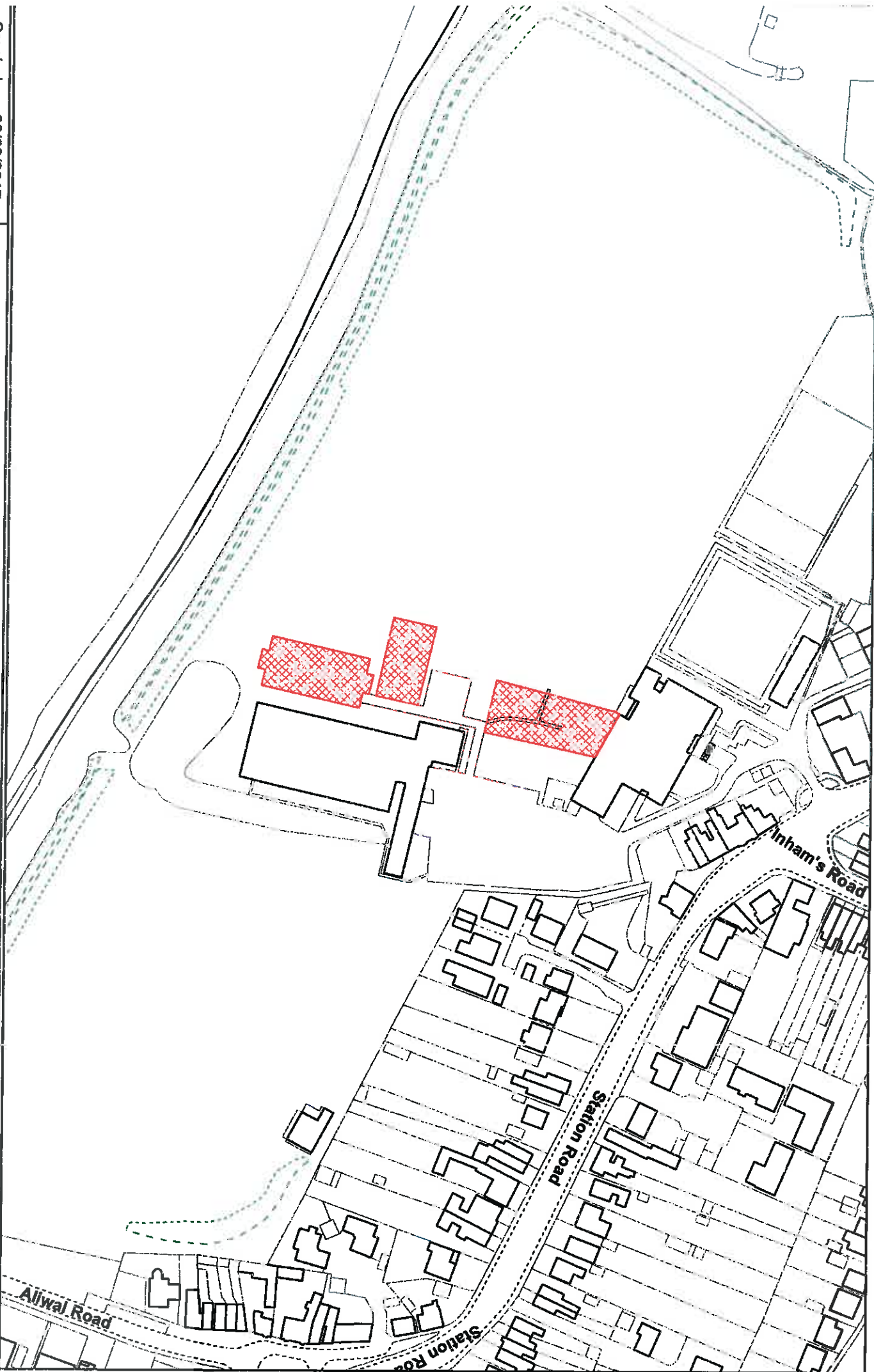


Dogs Excluded Area



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Public Spaces Protection Order (Dog Control)

Manor Leisure Centre Play Area, Whittlesey

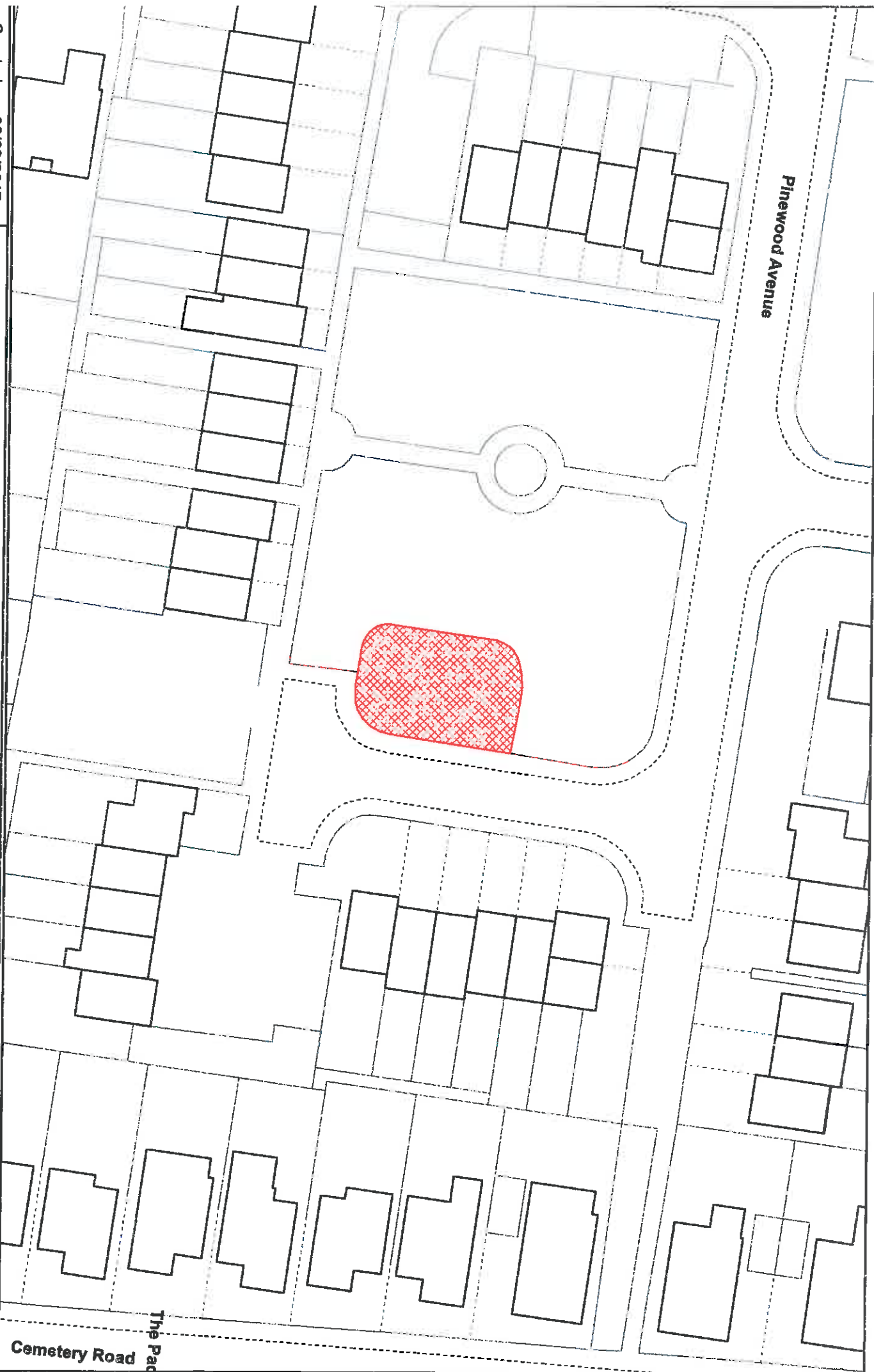
Dogs Excluded Area



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Pinewood Avenue



Cemetery Road

The Pad

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Public Spaces Protection Order (Dog Control)

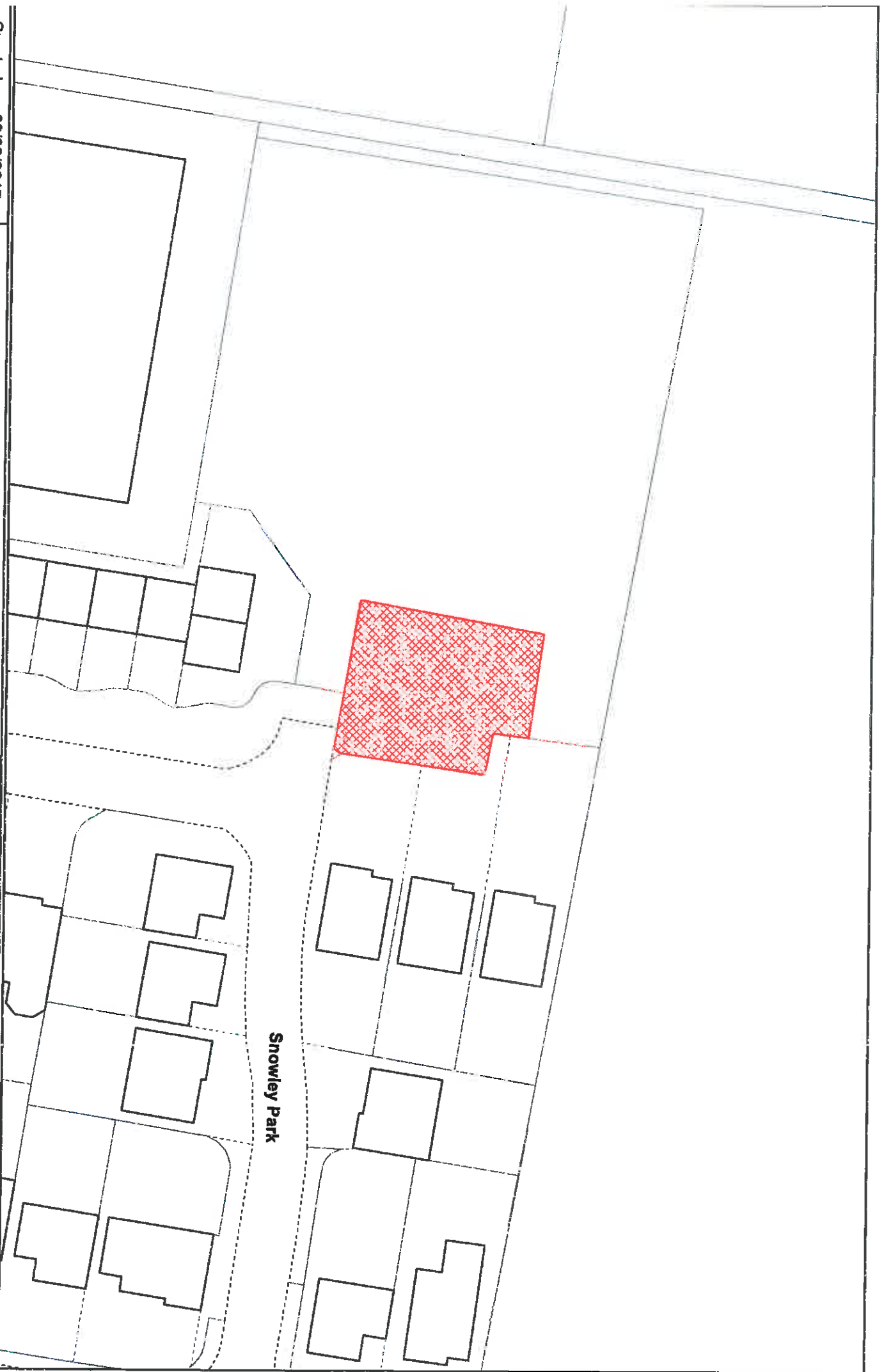
Pinewood Avenue, Whittlesey

Dogs Excluded Area



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Public Spaces Protection Order (Dog Control)

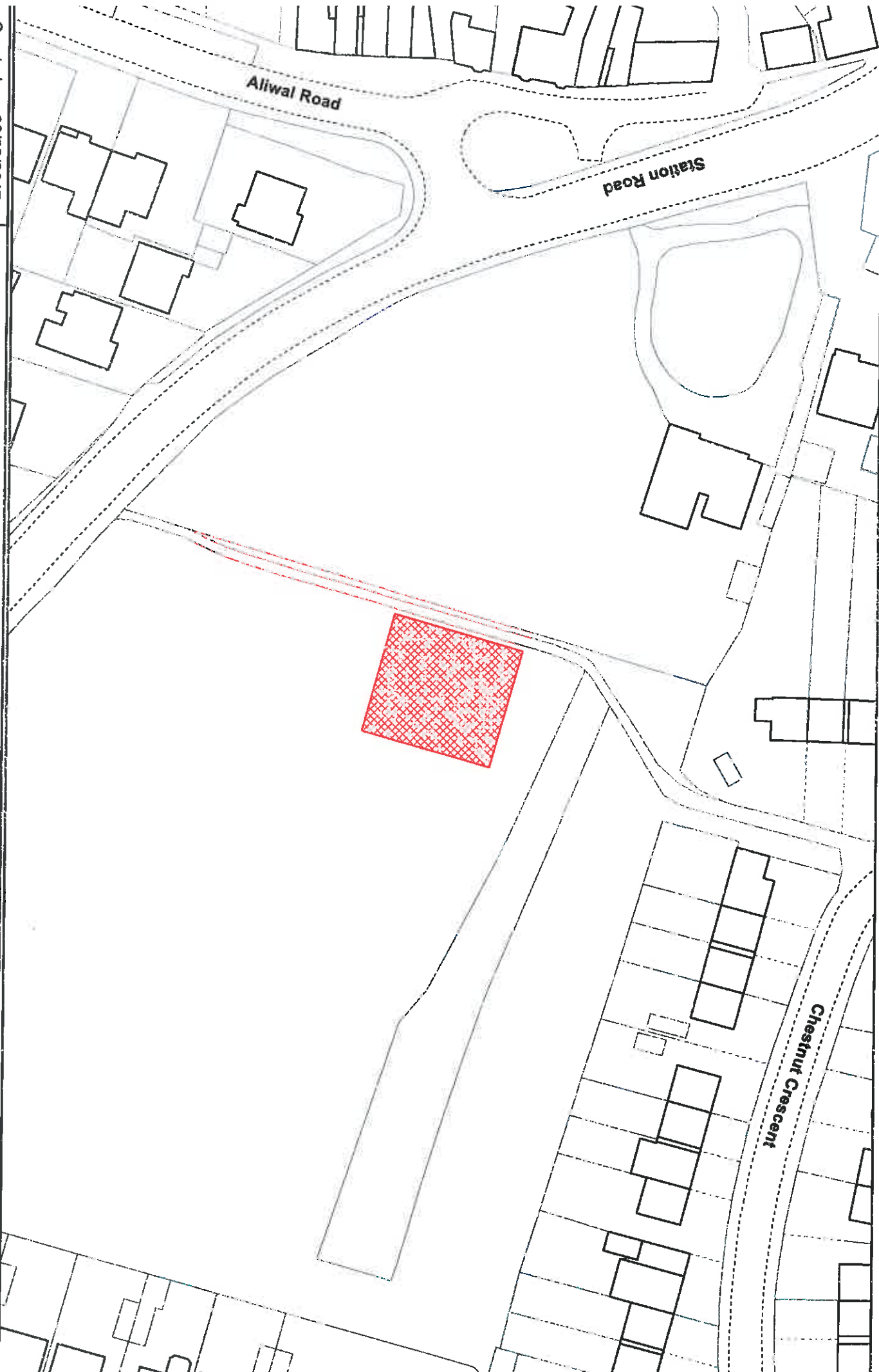
Snowley Park, Whittlesey

Dogs Excluded Area



Scale = 1:500



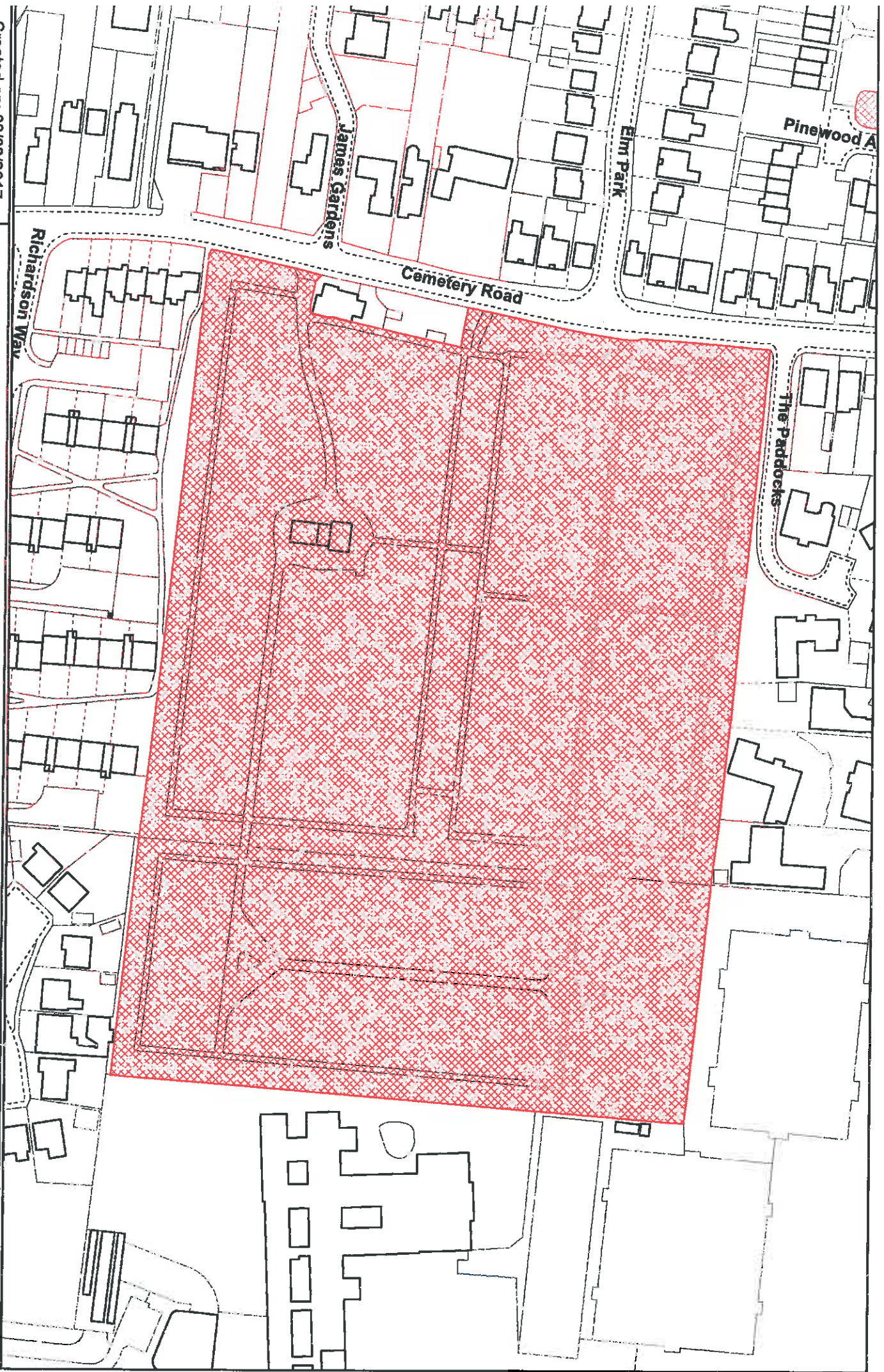


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Public Spaces Protection Order (Dog Control)
Station Road, Whittlesey

Dogs Excluded Area
Scale = 1:800





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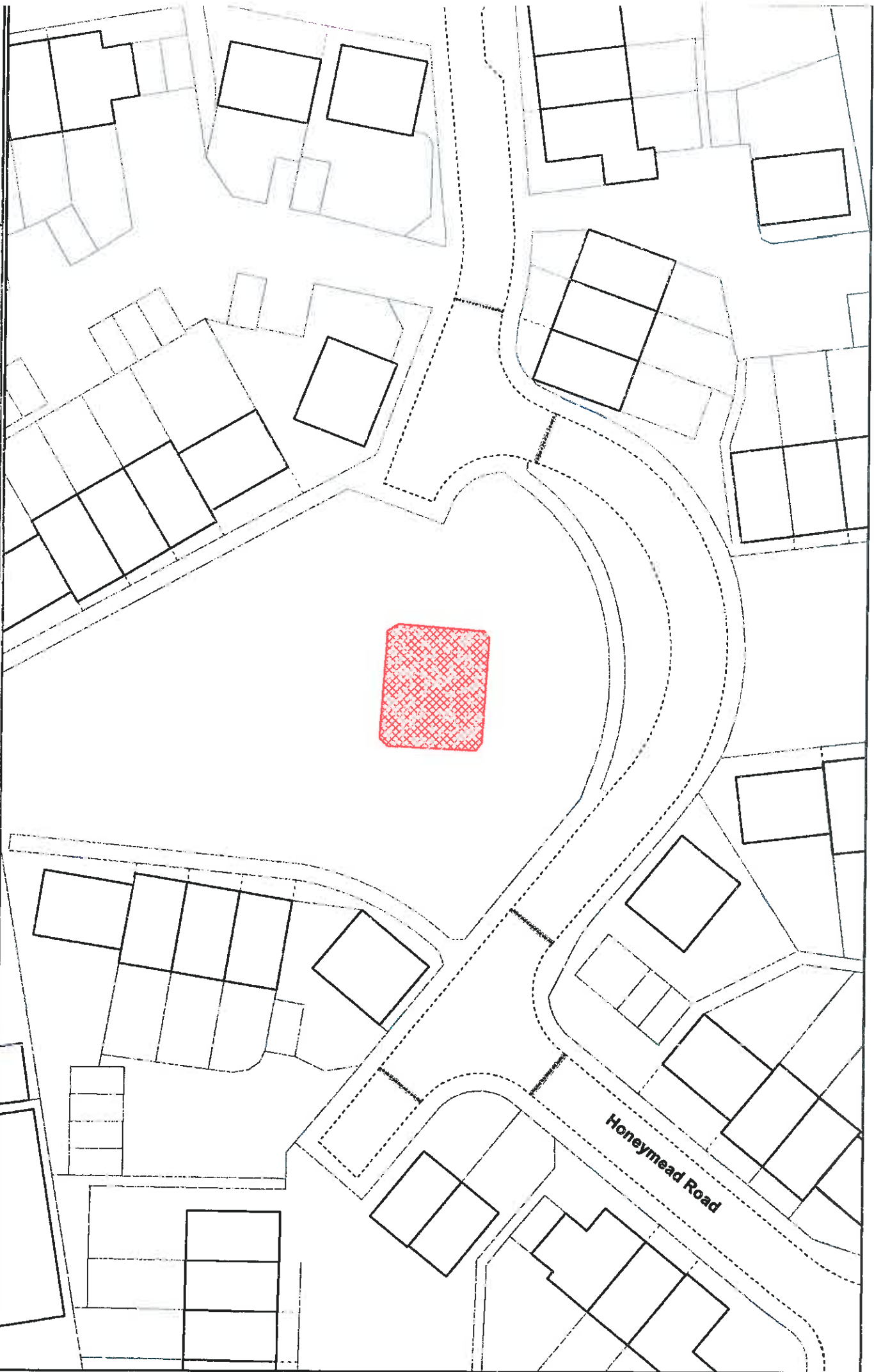
Public Spaces Protection Order (Dog Control)
Whittlesey Cemetery, Whittlesey

Dogs Excluded Area 
Scale = 1:1,500



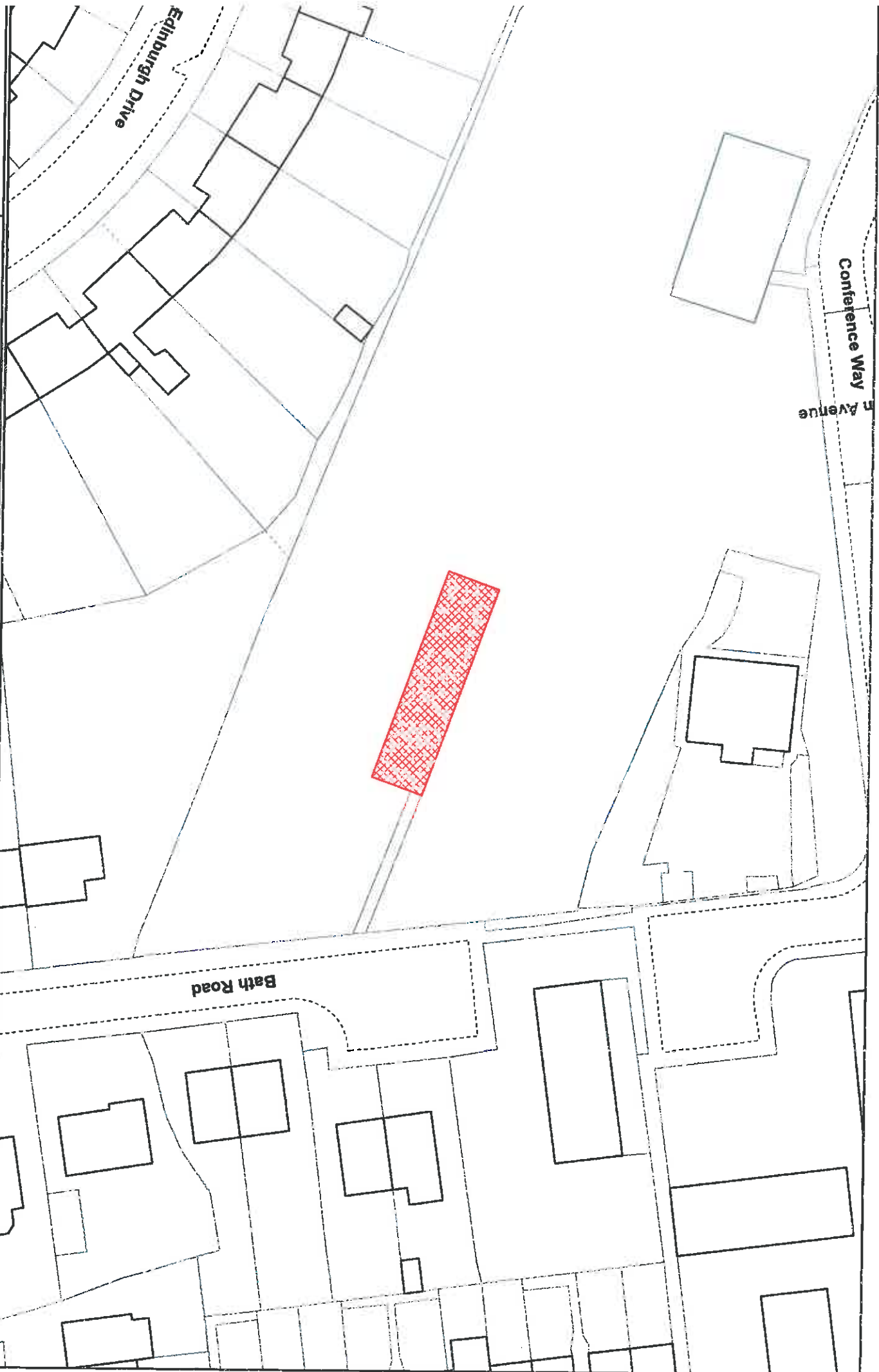
Public Spaces Protection Order (Dog Control)
Honeymead Road, Wimblington

Dogs Excluded Area
Scale = 1:500



Public Spaces Protection Order (Dog Control)
Bath Road, Wisbech

Dogs Excluded Area
Scale :: 1:600

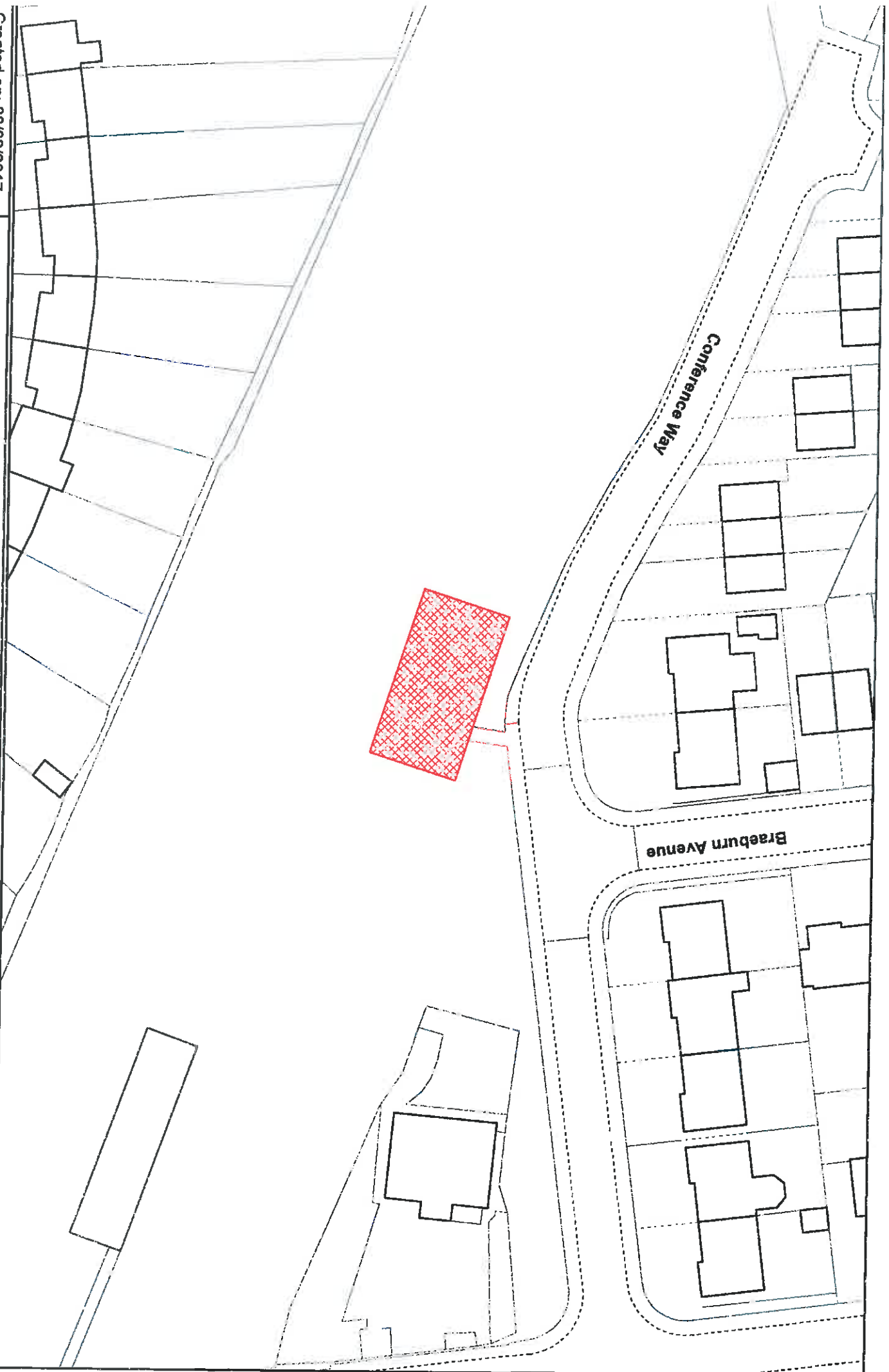


Public Spaces Protection Order (Dog Control)
Conference Way, Wisbech

Dogs Excluded Area

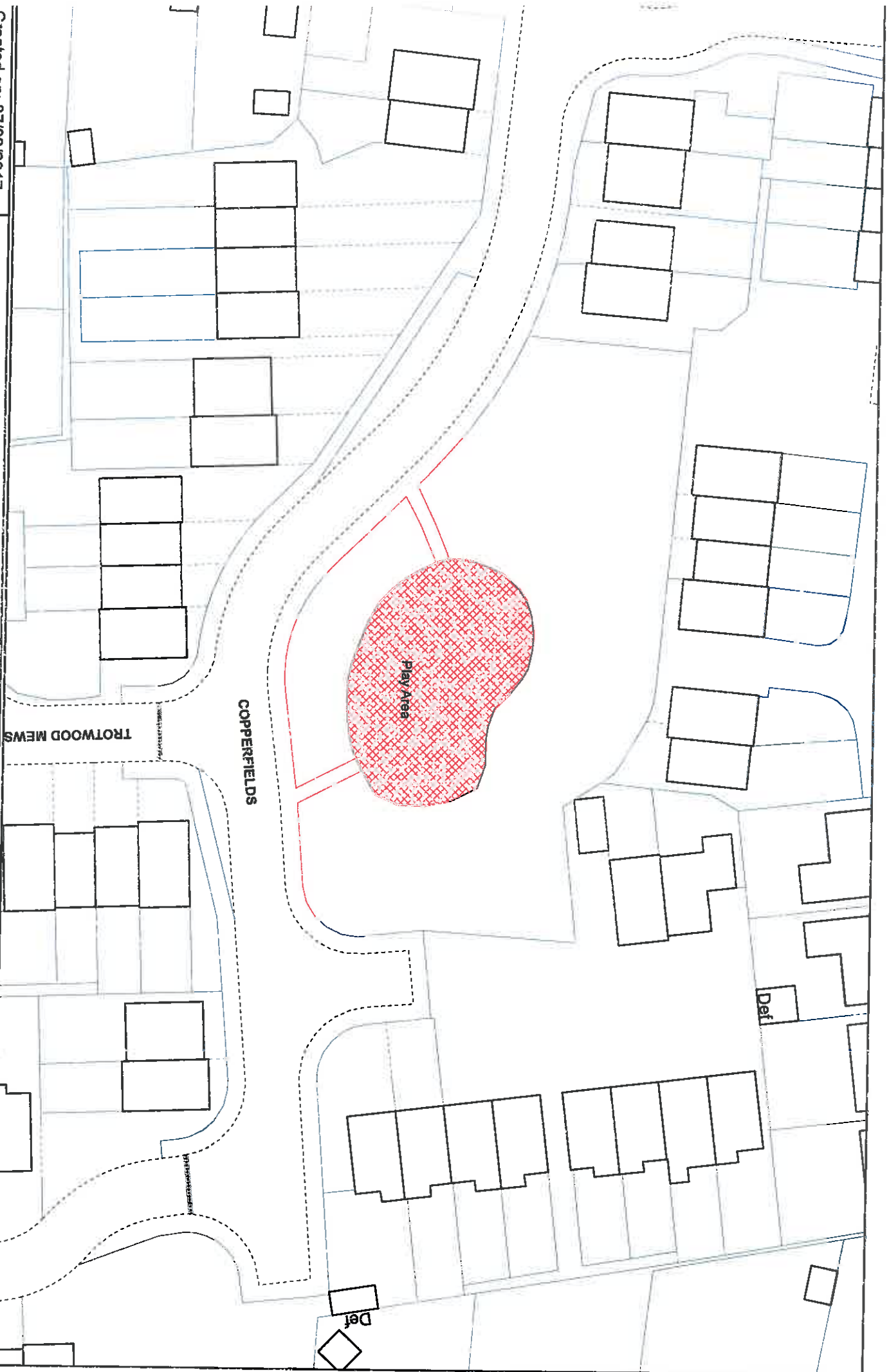


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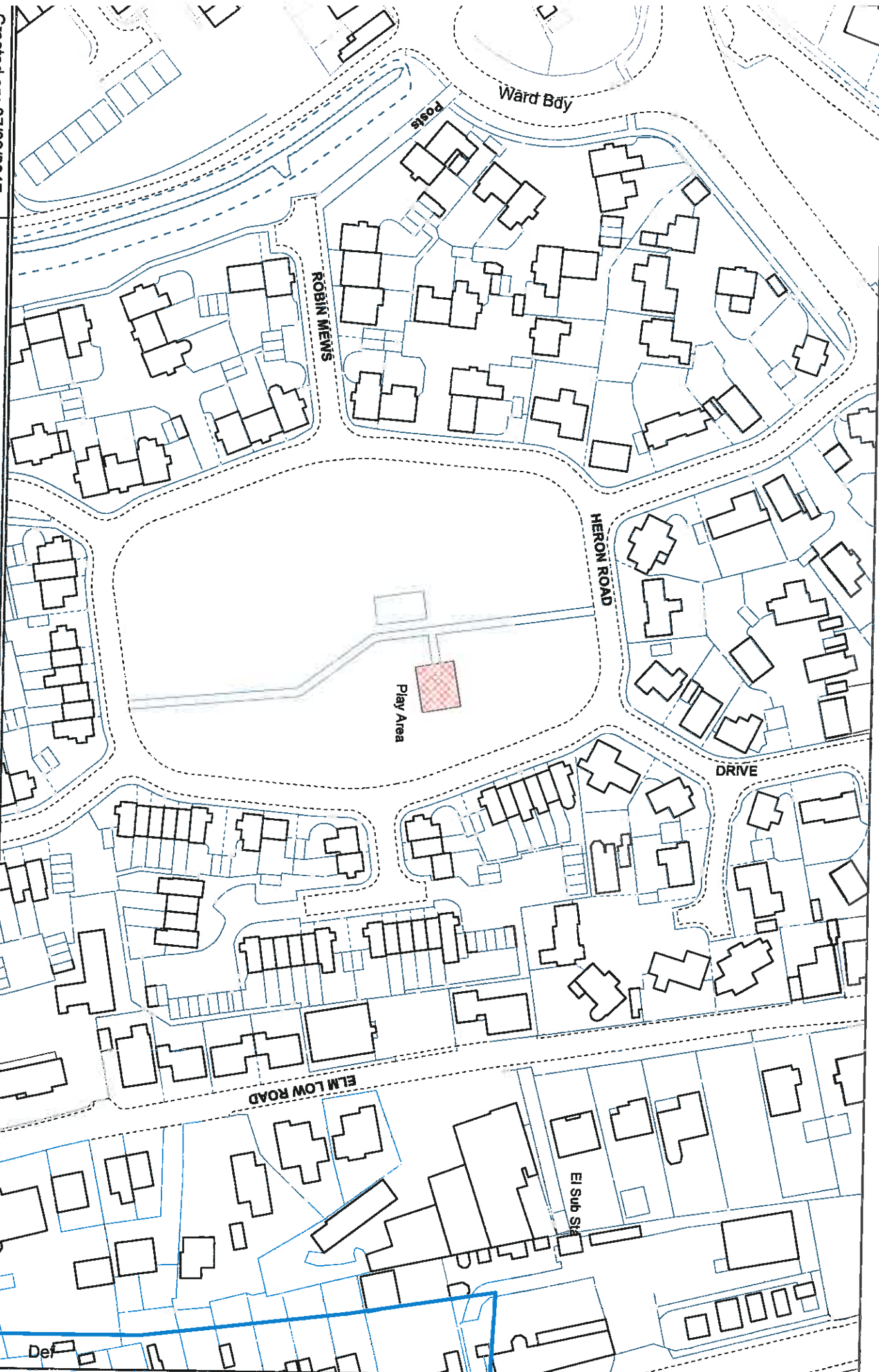


Public Spaces Protection Order (Dog Control) Copperfields, Wisbech

Dogs Excluded Area 
Scale = 1:500



Public Spaces Protection Order (Dog Control) Heron Road, Wisbech



Dogs Excluded Area




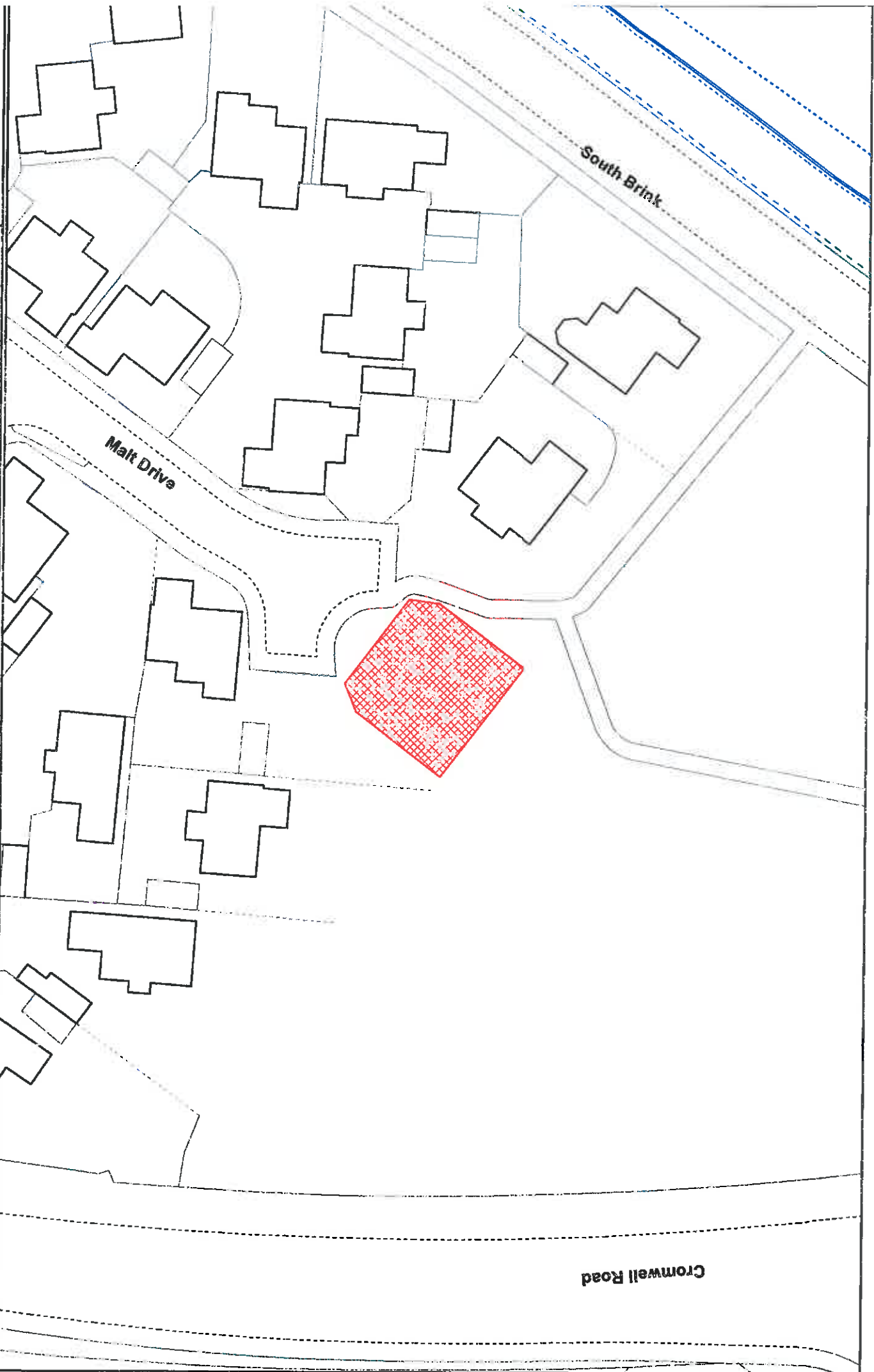
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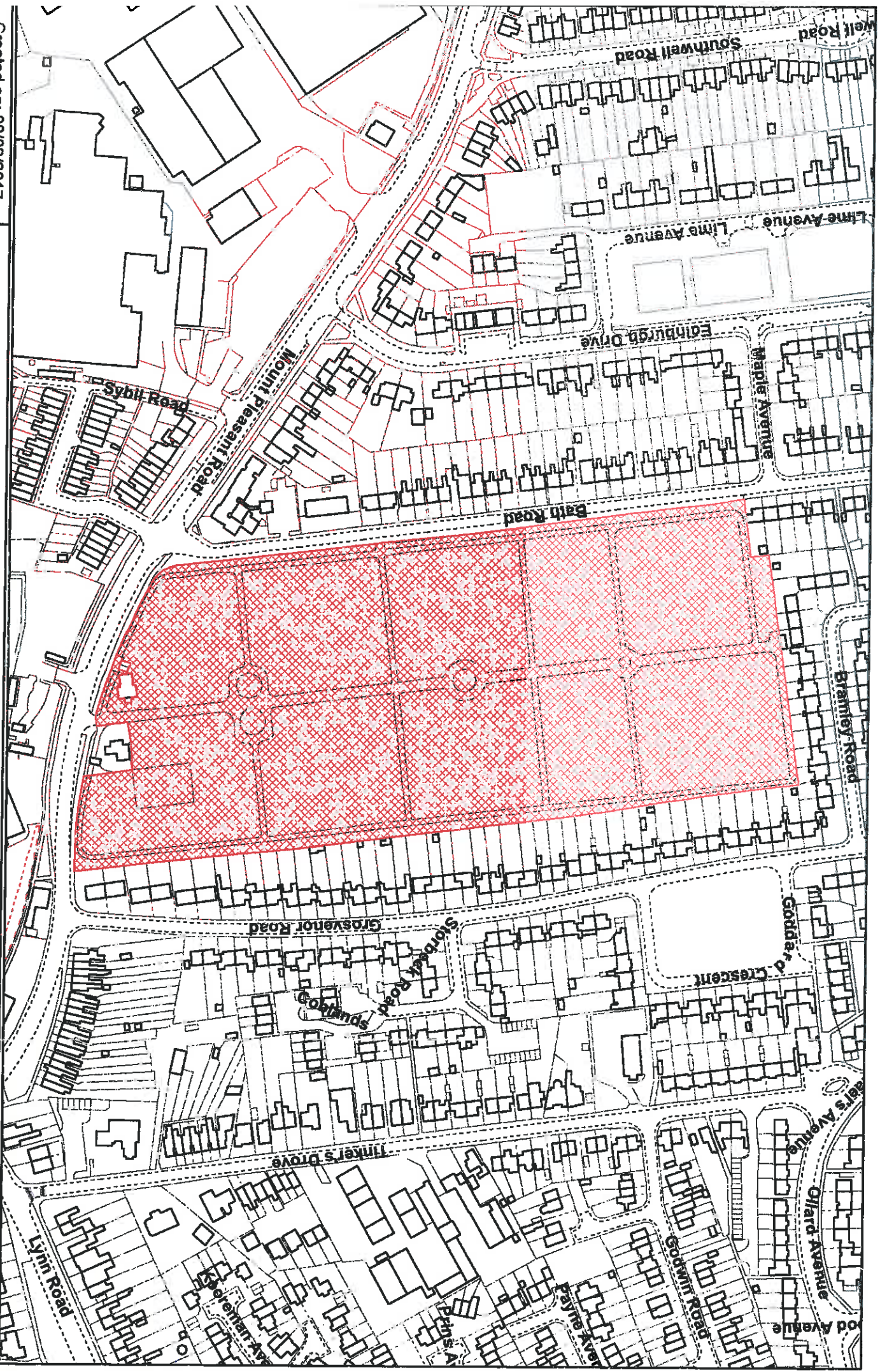
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Public Spaces Protection Order (Dog Control)
Malt Drive, Wisbech

Dogs Excluded Area 
Scale = 1:500



Public Spaces Protection Order (Dog Control) Mount Pleasant Cemetery, Wisbech



Dogs Excluded Area

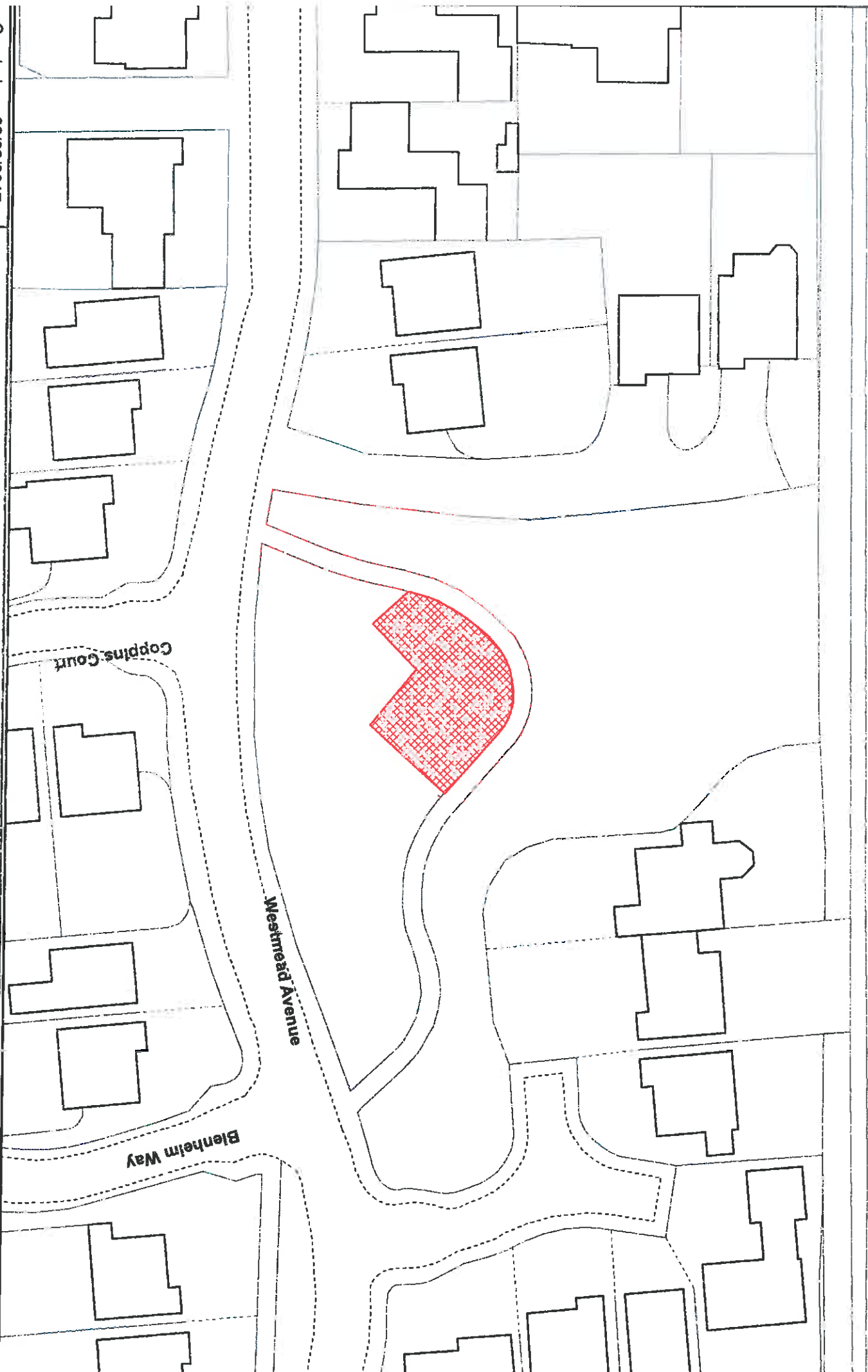


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Public Spaces Protection Order (Dog Control)
Westmead Avenue, Wisbech

Dogs Excluded Area
Scale = 1:500





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Public Spaces Protection Order (Dog Control)
Wisbech Park, Wisbech

Dogs Excluded Area

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 Dogs Excluded Area
Scale = 1:750

Public Spaces Protection Order (Dog Control)
Cemetery, Wisbech St Mary

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Agenda Item No:	6	
Committee:	Cabinet	
Date:	17th November 2020	
Report Title:	Fenland Cycle Schemes and Cycling, Walking & Mobility Strategy	

Cover sheet:

1 Purpose / Summary

To identify and work up approved list of cycling schemes ready to put forward for funding and develop a Cycling, Walking & Mobility Strategy to lever further funding.

2 Key issues

- Funding for cycling and cycling interventions in Fenland has been very limited to date. As a result we do not have the wider strategy or schemes with completed feasibility study work to hook funding.
- Many schemes identified in the Transport Investment Plan are now quite old and would require wider consultation before being put forward.
- Fenland does not currently have a cycling and walking strategy, and this is limiting our potential to bid for or secure funding from 3rd party sources. Robust plans for cycling and walking in Fenland are urgently needed.
- Mobility aids such as electric scooters are becoming more prevalent across Fenland. Work is needed to understand how the use of these vehicles can be supported within infrastructure plans and projects.

3 Recommendations

- 3.1 It is recommended that 6 schemes* within this paper are approved as preferred schemes with 3 priority schemes to be worked up and costed straight way. The cost for this initial work is expected to be £3,000.
- 3.2 It is recommended that the delivery of the Fenland Cycling, Walking and Mobility Strategy be approved to take place as soon as possible at a cost of £25,835.
- 3.3 The Hereward Community Rail Partnership has agreed to contribute £7.5k. Therefore a further £18,335 is required from FDC to develop the strategy.
- 3.4 The total amount of FDC funding recommended for approval is therefore £21,335 (£18,335 + £3,000).

* NCN Scheme 3 and Member Scheme 7 both relate to the same section of the NCN 63 and have therefore been counted as one scheme.

Wards Affected	All
Forward Plan Reference	
Portfolio Holder(s)	Cllr Seaton - Portfolio Holder for Social Mobility and Heritage
Report Originator(s)	Belinda Pedler (Senior Transport Officer) Wendy Otter (Transport Development Manager)
Contact Officer(s)	Belinda Pedler (Senior Transport Officer) Tel: 07738 260787 Email: bpedler@fenland.gov.uk Wendy Otter (Transport Development Manager) Email: wotter@fenland.gov.uk
Background Paper(s)	N/A

4 Background / introduction

- 4.1 There is currently around £2 billion funding earmarked by Central Government for improving cycling and walking across the country. The initial tranches of this funding have been released very quickly through the Emergency Active Travel Funding (EATF). As a result, Fenland has received some temporary cycle racks and new speed warning signs for schools in March from Tranche 1 and have a further 3 schemes under consideration for Tranche 2. These are:
- Improvements to the Freedom Bridge roundabout (A1101/B198) and surrounding area for pedestrians and cyclists (Wisbech).
 - Town wide cycle improvements to improve connections between the town centre and residential areas as well as access to schools (Whittlesey).
 - Provision of secure Cycle Lockers to encourage multimodal journeys at Horsefair Bus Interchange (Wisbech).
- 4.2 Further funding is expected to come forward imminently and this has highlighted the need to identify and approve further cycling interventions that can fully exploit this rare opportunity.

5 Considerations

- 5.1 Proposal
- 5.2 To enable Fenland to take advantage of the commitment to delivering walking and cycling improvements and to strengthen our potential to secure funding we are recommending a two-part approach.

Part 1- Identify and develop an approved list of cycle schemes suitable for immediate funding

- 5.3 Funding for cycling and cycling interventions in Fenland has been very limited to date. As a result, we do not have the wider strategy or schemes with completed feasibility study work to hook funding. There are however a wide range of cycling schemes included in the Transport Investment Plan †(TIP). These schemes have councillor and public support through the Market Town Transport Strategies, although many of them are now quite old. It is therefore suggested that these schemes should only go forward after wider consultation. The exception to this being improvements to National Cycle Network Routes, as a national supported scheme. These are:
1. TIP Scheme 376 – March NCN Route 63 between Whitemoor Prison and Twenty Foot Road
 2. TIP Scheme 377 – March NCN Route 63 between Twenty Foot Road and Long Drove
 3. TIP Scheme 422 – Whittlesey NCN Route 63 between Whittlesey, Eastrea and Coates
- 5.4 A number of new and existing schemes were recently identified and supported by Members to be put forward for Tranche 2 of the Emergency Active Travel Fund. Many of these schemes were unsuccessful in Tranche 2 due to the funds strict criteria; however, they are strong candidates for future opportunities.

† <https://www.cambridgeshire.gov.uk/asset-library/tip-list-fenland.pdf>

- 5.5 The following list has been identified as preferred schemes from the unsuccessful Emergency Active Travel Fund proposals:
4. A141 March between Mill Hill and Peas Hill roundabout – A cycle way and footpath along the A141
 5. A141 Chatteris - Install a cycle way and footpath linking Doddington Road to Tesco site (Jacks). This is also TIP Scheme 911
 6. Chatteris to Somersham – A cycle way and footpath along the old railway bed. This is also TIP scheme 449
 7. NCN 63 Whittlesey to/from Eastrea – Improve the signage and surfacing of the NCN 63 cycle path from New Road to Wype Road to make it accessible for commuting. –This is also TIP scheme 422 (see item 3. above)
- 5.6 NCN 63 - The NCN Scheme 3 and Member Scheme 7 both relate to the Whittlesey, Eastrea and Coates section of the NCN 63 and should therefore be counted as one scheme. The NCN 63 also connects Whittlesey to Peterborough and is used for commuting, therefore this scheme will consider the whole route between Peterborough and Coates.
- 5.7 Once a full scheme list is approved, FDC officer time and support from CCC colleagues will be needed to work up high level costs for some of the schemes. A small budget for this will be required to cover this cost and the time needed to complete this and submit any subsequent funding bids. An estimated cost for this is £3,000.

Part 2- Develop a Fenland Cycling, Walking & Mobility Improvement Strategy

- 5.8 FDC has been very successful in securing substantial 3rd party funding where we have a strategy in place. Two recent examples being the Leisure Strategy where we have Sport England funding and the Railway Development Strategy where we have CPCA and S106 funding. Further details can be found in Appendix 1.
- 5.9 Fenland does not currently have a walking and cycling strategy, and this is limiting our potential to bid for or secure funding from 3rd party sources. Robust plans for cycling and walking in Fenland are urgently needed.
- 5.10 The March Area Transport Study (Phase 1 – 2017-2020) has identified walking and cycling options for March as this included a Walking and Cycling Strategy for the town. Funding to develop the schemes recommended in this strategy is now being sought from the CPCA, thus enabling many improvements to be taken forward. These proposals need to form part of any Fenland Cycling, Walking & Mobility Strategy.
- 5.11 Accessibility for all abilities is an important consideration for any transport strategy. Mobility aids such as electric scooters are an essential transport method for residents with reduced mobility. Fenland has a high proportion of older residents which is resulting in an increasing demand for these types of vehicles. This strategy will also consider the how the use of these mobility aids can be supported within infrastructure plans and projects.
- 5.12 This project will deliver a Fenland Cycling, Walking & Mobility Strategy with a specific focus on developing proposals for Chatteris, Whittlesey and Wisbech. All proposals would be informed and supported by local residents and network users. It will also identify required interventions to create a fully connected cycle route network within each town.
- 5.13 It will take around 30 weeks to deliver the study work needed to produce this strategy and require a total budget of £25,835. Full details can be viewed in Appendix 2 &3.
- 5.14 This work includes aims to improve connectivity to the Fenland Railway Stations which aligns closely with the National Community Rail Strategy. Therefore, the Hereward

Community Rail Partnership (CRP) has agreed to contribute £7.5k towards the cost of developing this strategy.

6 Conclusions

6.1 Conclusions & Recommendations

6.2 Fenland needs to identify proposals and develop a strategy in order to achieve a fair share of the funding now available for cycling improvements. We also need to strengthen our position for future opportunities. To enable funding bids to be taken forward while a cycling strategy is being developed, it is recommended that the 6 schemes identified in this paper be approved as preferred schemes. With this list it is also recommended that the 3 schemes below be nominated as priority projects. These projects have recently recommended by Members and are listed in the TIP. These schemes are:

TIP Scheme 422 – Whittlesey NCN Route 63 between Peterborough, Whittlesey, Eastrea and Coates.

TIP Scheme 911–Chatteris A141. Install a cycle way and footpath linking Doddington Road to Tesco site (Jacks).

TIP Scheme 449 – Chatteris to Somersham. A cycle way and footpath along the old railway bed.

6.3 It is recommended that all 6 schemes[‡] within this paper are approved as preferred schemes with 3 priority schemes to be worked up and costed straight way. The cost for this initial work is expected to be £3,000.

6.4 It is recommended that the delivery of the Fenland Cycling, Walking & Mobility Strategy be approved to take place as soon as possible at a cost of £25,835[§].

6.5 The Hereward Community Rail Partnership has agreed to contribute £7.5k towards the development of the Strategy. It is recommended that the remaining £18,335 is provided by FDC.

6.6 The total amount of FDC funding recommended for approval is therefore £21,335 (£18,335 + £3,000).

[‡] NCN Scheme 3 and Member Scheme 7 both relate to the same section of the NCN 63 and have therefore been counted as one scheme.

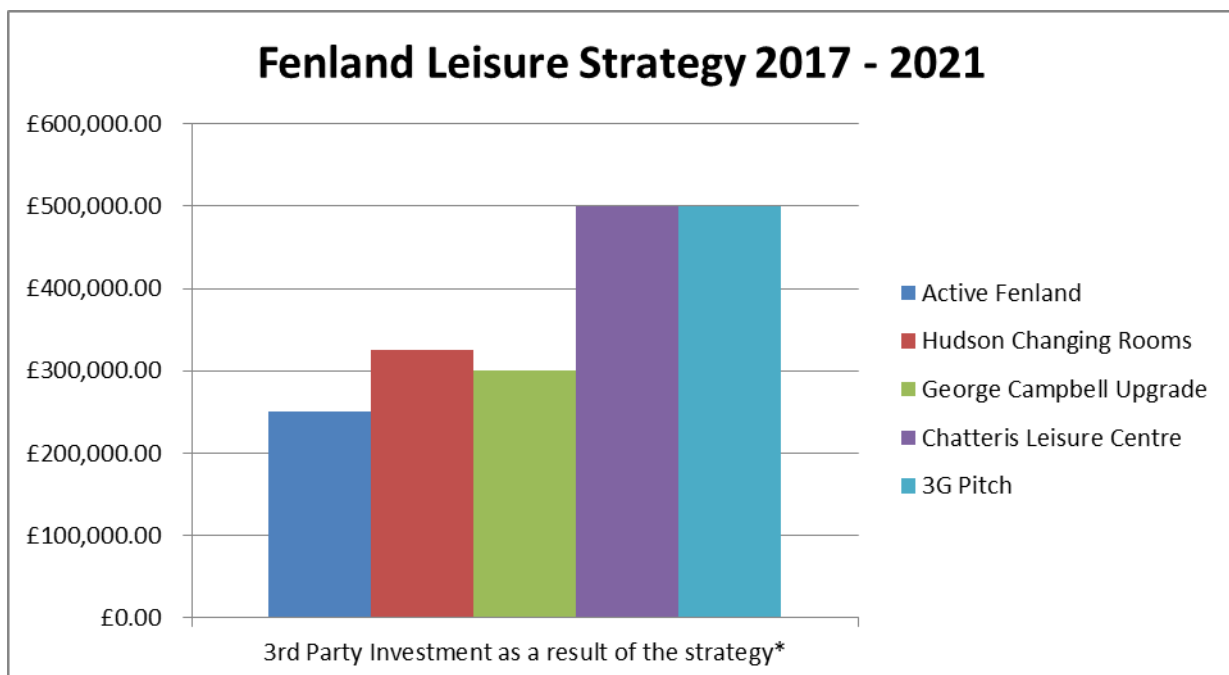
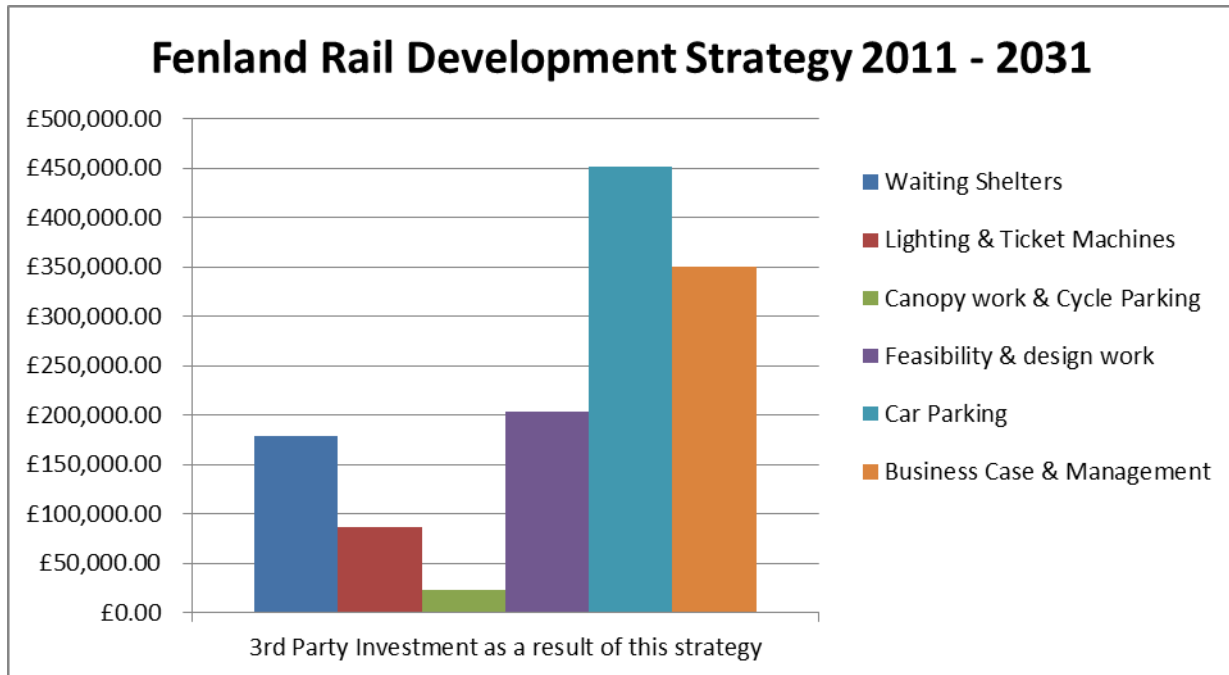
[§] £7.5K of this sum will be provided by the Hereward Community Rail Partnership (CRP).

Appendix 1: Fenland Strategies and 3rd Party Funding

Fenland District Council already has similar strategies in place for Rail Development, Leisure Provision and Health Equality.

Using these well informed and detailed strategies Fenland District Council has been able to draw in significant 3rd Party Funding for improvements over a number of years.

The tables below show two examples how much external investment FDC's existing strategies have achieved to date (all figures are approximate)-



**This includes investment through the previous strategy (pre 2017)*

Appendix 2: Fenland Cycling, Walking & Mobility Improvement Strategy Brief

Scope/Aim of the Project –

To produce a high-level Fenland Cycling Walking & Mobility Improvement Strategy.

Fenland does not currently have such a strategy, and this is limiting our potential to bid for or secure funding from 3rd party sources. The strategy will ensure that we have robust plans for cycling and walking in Fenland and can be used to develop scheme proposals in more detail.

This strategy will provide the following:

- Set out high level interventions needed to create a consistent and connected network of cycling and walking routes within each Fenland town to link residential areas with places of education and employment.
- Identify and suggest potential solutions to wider barriers to walking and cycling reported by local residents.
- Identify and suggest potential solutions that support the use of mobility aids such as electric scooters within infrastructure plans and projects.
- Provide a baseline position and indicative costs to support/source funding to complete feasibility study work, develop detailed designs and implement walking cycling and mobility improvements.

The focus of this project is to develop a strategy to identify solutions and interventions which achieve the following:

- Empowers, enables and encourages residents to commute to work, school or college on foot or by bicycle.
- Supports the use of mobility aids such as electric scooters to improve access key locations.
- Improves key walking and cycling corridors to places of education and to Fenland Railway Stations.
- Improves and connects existing footpath and cycle routes.
- Includes and considers the community's views on walking and cycling locally.
- Delivers community focussed and well supported proposals for walking and cycling improvements.

Background –

Funding for walking and cycling projects in Fenland has mostly been extremely limited. The Market Town Transport Strategies have suggested projects and delivered some improvements but there is no comprehensive approach in place

The March Area Transport Study (Phase 1 – 2017-2020) has identified cycling options for March as this included a Walking and Cycling Strategy for the town. This strategy has recommended numerous cycling schemes for which feasibility study work and scheme delivery funding is now being sought from the CPCA. The March strategy and recommended schemes within it will be included in the wider Fenland Cycling and Walking Strategy

Similar studies for Chatteris, Whittlesey and Wisbech would identify suitable scheme packages for these areas too. This would allow Fenland to develop a truly 'green restart' programme for

cycling, walking and mobility and also ensure local residents and communities are fully on board and in support of any resulting interventions.

Methodology –

The project will be managed by a designated Project Officer who will report to the Fenland Transport and Access Group (TAG). Members of the group already include representatives from Sustrans and Wisbech Town Council. Representatives from Chatteris and Whittlesey Town Council will be also invited to join the group in order to steer this project.

Key walking and cycling routes in Chatteris, Whittlesey and Wisbech will be identified through a desktop exercise and informed by public consultation. Key routes will focus on linking highly populated residential areas with safe, direct walking/cycling routes to places of education and employment. This will include access to transport hubs such as rail or bus stations for longer distance multimodal journeys.

An initial online consultation will be delivered to confirm support for the identified routes and gather baseline data for walking and cycling uptake. This will also be an opportunity to identify additional barriers for walking and cycling to places of education and employment. This includes access to cycling equipment, cycling confidence, safe cycle storage and multi modal journey opportunities. Mobility aid users will be identified through consultation and the opinions and experiences of both users and non-users will be gathered to inform accessibility recommendations.

Part of the consultation process will be to engage directly with local walking and cycling and mobility groups regarding the study.

An audit of the key routes in Chatteris, Whittlesey and Wisbech will be undertaken to identify gaps in the current provision and requirements for new or additional footpaths and cycle ways. The primary focus will be aimed at existing routes and pathway connectivity. Potential solutions and interventions will be recommended using advice from FDC Engineers and CCC Highways.

A second online consultation will be used to share the results of the audit and scope opinion and support for the draft strategy and its recommendations.

A final strategy will be drafted based on the study work and consultation, and the existing March Walking and Cycling Strategy, for FDC Cabinet approval. This will include, where possible, high level costs for recommended schemes and feasibility study work within the strategy and highlight important links with existing FDC Strategies such as the Rail Development Strategy, Leisure Strategy and Health and Wellbeing Strategy.

Programme –

Once funding has been secured it is expected that it would take approximately 30 weeks to deliver this project. Please see appendix 3 which contains a high-level summary of the project programme

Project Cost –

The Project is expected to cost £25,835. Please see appendix 3 for a summary breakdown of the project costs. The main item being staff costs. It is proposed to use a member of FDC transport staff to be the Project Officer.

Appendix 3: High Level Project Programme & Cost summary

A brief summary of project programme for the Fenland Cycling & Walking Strategy project is detailed below-

Task no.	Project Item	Tasks	*Timescales
1	Finalise full scope & project programme	Project planning Timeline development Develop & finalise the scope Clarify the network area	January 2021
2	Assessment and audit work	Initial desktop and map assessment Site visits Discussions/site visits with engineers	January - March 2021
3	Initial engagement & first public consultation	Plan and organise meetings and online consultation Advertising/publicity Attending and holding meetings Minutes and Reporting	February 2021
4	Development of strategy/network proposals	Draft initial strategy document Drafting of actions and proposals Discussions with LHA and Engineers Provisional cost information	April 2021
5	Results consultation (online)	Develop public consultation approach Organise online consultation Consultation promotion – including face to face (where possible) **Avoiding Purdah (April) Produce report of consultation	May 2021
6	Final strategy development	Review consultation report Revise the report where necessary	June 2021
7	Approval and adoption	Produce Committee Report Deliver Cllr Briefings	July 2021
8	Project Management	Reporting & updating funder Internal reporting Budget and finance reporting including claims Cllr/CMT queries	January – July 2021
9	Steering Grp meetings (TAG)– Officers/Cllrs	Organising meetings and admin support Attendance at meetings Completion of actions from meetings	January – July 2021

* Timescales are indicative and based on approval and confirmation of funding to enable a 4th January 2021 start date.

Project cost breakdown

Officer Project time – 385.5hrs (52 days) at £50 per hour.	£19,275
Technical/Engineering support – Assume 44.5hrs (6 days) at £80 per hour.	£3,560
CCC Highways (& Skanska) support (audit and design) –	£1,000
Other costs (meeting facilities, design costs, etc) & contingency	£2,000
Total project cost	£25,835
(Hereward Community Rail Partnership contribution*	£7,500)
Total FDC funding required	£18,335

*The Hereward Community Rail Partnership has contributed £7,500 towards the overall cost of the project.

**DRAFT 6 MONTH CABINET FORWARD PLAN –
Updated 5 November 2020**



(For any queries, please refer to the published forward plan)

CABINET

CABINET DATE	ITEMS	LEAD PORTFOLIO HOLDER
Mon 14 Dec 2020	<ol style="list-style-type: none"> 1. Treasury Management Strategy Statement & Annual Investment Strategy Mid Year Review 2020/21 2. Draft Business Plan 3. Draft budget 2021/22 & MTFS 4. Project Update – Growing Fenland & CCC Capital Community Fund 5. Freedom Leisure Update 6. Cabinet Draft Forward Plan 	<p>Cllr Boden</p> <p>Cllr Boden Cllr Boden Cllr Boden</p> <p>Cllr Clark Cllr Boden</p>
Tue 12 Jan 2021	<ol style="list-style-type: none"> 1. Project Update – Growing Fenland & CCC Capital Community Fund 2. Culture Strategy 3. Cabinet Draft Forward Plan 	<p>Cllr Boden</p> <p>Cllr Seaton Cllr Boden</p>
TBC late Jan 2021	<ol style="list-style-type: none"> 1. Council Tax Support Scheme 2021/22 2. Project Update – Growing Fenland & CCC Capital Community Fund 3. Fees & Charges 4. Cabinet Draft Forward Plan 	<p>Cllr Boden Cllr Boden</p> <p>Cllr Boden Cllr Boden</p>
Tue 23 Feb 2021	<ol style="list-style-type: none"> 1. Business Plan 2. Corporate Budget 2021/22 & MTFS 3. Project Update – Growing Fenland & CCC Capital Community Fund 4. Cabinet Draft Forward Plan 	<p>Cllr Boden Cllr Boden Cllr Boden</p> <p>Cllr Boden</p>
Wed 14 Apr 2021	<ol style="list-style-type: none"> 1. Project Update – Growing Fenland & CCC Capital Community Fund 2. Draft Local Plan 3. Cabinet Draft Forward Plan 	<p>Cllr Boden</p> <p>Cllr Laws Cllr Boden</p>
Tue 18 May 2021	<ol style="list-style-type: none"> 1. Project Update – Growing Fenland & CCC Capital Community Fund 2. Cabinet Draft Forward Plan 	<p>Cllr Boden</p> <p>Cllr Boden</p>

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Agenda Item No:	9	
Committee:	Cabinet	
Date:	17th November 2020	
Report Title:	Fenland Stations Project - Funding Agreements	

This item comprises EXEMPT INFORMATION at Schedule 4 which is not for publication by virtue of Paragraphs 3 of Part 1 of Schedule 12A of the Local Government Act, 1972 (as amended).

Cover sheet:

1 Purpose / Summary

1.1 This report seeks approval of the funding agreements required to facilitate the improvement works for Manea, March and Whittlesea railway stations (the "Fenland Stations Project"). Specifically:

A - To seek authority to sign the funding agreement between CPCA and FDC in the sum of £2.2m at Schedule 1 of this Report ("the First CPCA Agreement").

B - To seek delegated authority for the Cabinet Member for Social Mobility and Heritage to sign such further FDC/CPCA funding agreements as may be necessary for the implementation of the Fenland Stations Project up to a further sum of £2.3m ("the Further CPCA Agreements").

C - To seek delegated authority for the Cabinet Member for Social Mobility and Heritage to utilise the funding conferred by the First and Further Funding Agreements to enter into a separate funding agreement between FDC and Great Anglia (GA) for the delivery of a new car park and station building improvements for March railway station up to the sum of £3.6 million ("the GA Agreement").

D – To update the Council's capital programme to incorporate the schemes of works set out in the Schedules 1, 2,3.

2 Key Issues

2.1 In April 2012 FDC Cabinet approved the Fenland Rail Development Strategy 2011 - 2031. This strategy has 3 priorities - More Community Involvement, Better Stations and Railway Service Improvements.

- 2.2 To take forward the Better Stations priority high level work was needed to identify appropriate schemes. In partnership with the Hereward Community Rail Partnership (CRP) masterplans were developed and adopted in 2013 (Whittlesea Station), 2014 (Manea Station) and in 2016/17 (March Station). Full public consultation was included within this approach and high levels of public support were secured for each scheme.
- 2.3 In October 2017 and March 2018, The Cambridgeshire and Peterborough Combined Authority (CPCA) approved £9.5million towards the delivery of the station masterplan projects.
- 2.4 Between March 2018 and October 2020, quick win projects have been implemented such as solar lighting at Whittlesea Station, new and extended cycle parking at March Station and new waiting shelters at Manea and Whittlesea Stations. Feasibility and technical assessment work have also been ongoing for the larger projects. In addition, land is to be purchased near to March station for the future purpose of a car park. This land purchase and works are the subject of the First CPCA Agreement and a schedule of the matters to be funded under this agreement is set out in Schedule 5 to that First CPCA Agreement.
- 2.5 Once the technical assessment work noted above has been completed, it is anticipated that the Further CPCA Agreements will be entered into in order to facilitate further works in connection with the Fenland Stations Project up to a further sum of £4.5m. A schedule of the anticipated matters to be funded under the Further CPCA Agreements are set out at Schedule 2 and it is anticipated that these agreements will be on very similar, if not identical terms to the First CPCA Agreement.
- 2.6 The funding from CPCA to FDC under the First and Further CPCA Funding Agreements will allow FDC to deliver the Fenland Stations Project and in furtherance of this objective, FDC will enter into a separate funding agreement with Greater Anglia.
- 2.7 Greater Anglia are the facility owners of Manea, March and Whittlesea railway stations. As part of their railway franchise that commenced in 2017, the stations were transferred on 99-year leases from Network Rail. For Fenland Stations Project works to be completed on the stations, projects must meet railway industry standards and they also require Greater Anglia approval (the "Approvals").
- 2.8 To facilitate the smooth delivery of the Fenland Station Project works and in order to ensure compliance with the Approvals, a procurement exemption in accordance with FDC's Code of Procurement was granted to Greater Anglia for them to deliver the work on Fenland District Council's behalf.

- 2.9 FDC's Code of Procurement permits exemptions from the Code in certain circumstances. Paragraph 13.2. states that in respect of Category "B" or "C" exemptions (Category "C" includes works of between £100,001 and £4,733,252.00) Purchasers may apply an exemption from steps 3 (identifying suppliers) and 5 (evaluation of tenders and quotations) when: g) a decision is taken by the Corporate Director and Chief Finance Officer, which is supported by the relevant Portfolio Holder, to suspend formal tendering procedures. The reasoning surrounding this decision has been clearly minuted and copied to the Procurement Manager as required by the Code.
- 2.10 GA will apply the funding from FDC directly on Fenland Station Project works or will appoint sub-contractors to deliver those works. Subject to the Approvals, GA operates a procurement process substantially similar to an OJEU compliant process based upon the general principles of proportionality, equality, fairness and transparency.
- 2.11 In July 2019, FDC Cabinet approved the establishment of three Project Boards (one for each of our three stations) to work with CPCA and other key partners to oversee the governance and delivery of all the Fenland Station Project works.

3 Recommendations

- 3.1 That Cabinet authorises entry into the First CPCA Agreement for £2.2million and for delegated authority to be given to the Cabinet Member for Social Mobility and Heritage, in consultation with CMT, to enter into all necessary legal and financial arrangements required to conclude the works set out within it.
- 3.2 That Cabinet delegate authority to the Cabinet Member for Social Mobility and Heritage, in consultation with CMT, to approve entry into the Future CPCA Agreements on terms to be negotiated and all necessary legal and financial arrangements required to facilitate the anticipated works described in Schedule 2.
- 3.3 That Cabinet delegate authority to the Cabinet Member for Social Mobility and Heritage, in consultation with CMT, to approve entry into the GA Agreement on terms to be negotiated and all necessary legal and financial arrangements required to facilitate the anticipated works described in Schedule 3.
- 3.4 That Cabinet approve updating the Council's Capital Programme to incorporate the schemes of work set out in Schedules, 1, 2 and 3.

Wards Affected	All
Forward Plan Reference	
Portfolio Holder(s)	Cllr Seaton, Portfolio Holder for Social Mobility and Heritage
Report Originator(s)	Wendy Otter
Contact Officer(s)	Wendy Otter Simon Machen
Background Paper	N/A

Report:

1 Reasons for Exemption

- 1.1 Schedule 4 of this Report is NOT FOR PUBLICATION in accordance with paragraph 3 of Schedule 12A of the Local Government Act 1972 in that it contains information relating to the financial and business affairs of Fenland District Council and 3rd party organisations. The public interest test has been applied to the information contained within this exempt report and it is considered that the need to retain the information as exempt outweighs the public interest in disclosing it.

2 Facilitating Delivery of the Fenland Station Project

- 2.1 The CPCA relies on the authority of the CPCA Board Decision of 28 March 2018, Article 11 of the Cambridgeshire and Peterborough Combined Authority Order 2017 (SI 2017 No.251) (the general power of competence referred to paragraph 2.2) and section 113A of the Local Democracy, Economic Development and Construction Act 2009 to make funding available to FDC.
- 2.2 In order both to accept the funding provided under the First and Further CPCA Agreements and also to grant funding to GA under the GA Agreement, FDC relies upon section 1 of the Localism Act 2011, also known as the general power of competence, which states that a local authority has power to do anything that individuals generally may do subject to any specific legislative prohibiting this.
- 2.3 The First and Further CPCA Agreements and the GA Agreement will provide the contractual framework and set out the responsibilities and liabilities of the parties.

- 2.4 The terms of the First CPCA Funding Agreement have been agreed in principle with the CPCA but the terms of the GA Agreement are still being negotiated. It is anticipated however that the terms of all of the agreements will be substantially the same so far as is commercially possible.
- 2.5 The CPCA requires FDC to supply information relating to the operational and financial progress of the Fenland Stations Project in order to trigger payment of the funding in respect of the various project elements. Cabinet is therefore asked to authorise entry into the First CPCA Agreement and for delegated authority to be given to the Cabinet Member for Social Mobility and Heritage in consultation with CMT to enter into all necessary legal and financial arrangements to facilitate the works set out in Schedule 5 of that agreement.
- 2.6 In addition and in order to ensure that the any further associated works can be completed, Cabinet is also asked to delegate authority to the Cabinet Member for Social Mobility and Heritage, in consultation with CMT, to approve the Further CPCA Agreements (to include any amendments to the terms set out in the First CPCA Agreement) and to enter into all necessary legal and financial arrangements to facilitate the anticipated works described in Schedule 2.
- 2.7 The GA Agreement is in the process of being concluded and will enable the detailed design and construction of the March Railway Station projects in accordance with the procurement exemption. Cabinet is therefore also asked to delegate authority to the Cabinet Member for Social Mobility and Heritage, in consultation with CMT, to finalise the terms of the GA Agreement (to include any amendments to the terms set out in the First CPCA Agreement) and to enter into all necessary legal and financial arrangements required to facilitate the anticipated works described in Schedule 3.

3 Legal Implications

- 3.1 The legal implications are as set out in Schedule 1 of this Report in so far as they comprise the terms of the agreement save to the extent that they relate to future contractual negotiations, the specific advice in respect of which is set out in Schedule 4 of this Report for which an exemption has been proposed.

4 Financial Implications

- 4.1 The Funding Agreements between the Council and the CPCA referred to in this report enable the Council to undertake capital works which will significantly improve the local transport infrastructure without requiring new sources of capital finance to be identified. The works described will be principally funded from CPCA grant, which will be drawn down over the life of the project, alongside the utilisation of S106 money previously received by the Council and currently reflected in the Council's Balance Sheet.
- 4.2 The car park to be constructed in the vicinity of Manea station will be a Council asset once works are completed. It is proposed that the Council will enter into

a 25-year lease agreement with Manea Parish Council whereby the Parish council will manage and maintain the car park. This mitigates the implications for the revenue budget which would otherwise arise from constructing the car park. It is understood that proposed car parks in March and Whittlesey will form part of the railway estate and responsibility for managing and maintain the car parks will not pass to FDC.

- 4.3 All other works referred to in the funding agreement concern transport infrastructure which is the responsibility of Greater Anglia under the terms of its lease with Network Rail. There are no expected revenue implications associated with undertaking these capital works

- 4.3 The CPCA have asserted that the funding of £4.5m which has been allocated for the programme works referred to in Schedules, 1, 2 and 3 is a final sum which will not be increased even if the cost of undertaking the works set out in the aforementioned schedules were to increase. At the present time it is felt that the funding allocated will be sufficient. However, in the event of any overspend on a particular project, future works would need to be scaled back to reflect the funding available. Priority would need to be given to those projects involving the use of land acquired by the Council as it is felt that there would be limited alternative uses for any land acquired.

DATED

2020

CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

AND

FENLAND DISTRICT COUNCIL

COMMERCIAL FUNDING AGREEMENT

in respect of

WORKS FOR FENLAND STATIONS REGENERATION PROJECT

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SCHEDULE 5 - THE PROJECT WORKS

SCHEDULE 6 - EVENTS OF DEFAULT

SCHEDULE 7 - NOTIFIABLE EVENTS

THIS AGREEMENT is made on

2020

BETWEEN:-

- (1) **CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY** having its principal place of business at The Incubator 2 First Floor Alconbury Weald Enterprise Campus Huntingdon PE28 4XA (the "**CPCA**"); and
- (2) **FENLAND DISTRICT COUNCIL** of Fenland Hall, County Road, March PE15 8NQ (the "**Applicant**");

together the "**Parties**".

BACKGROUND:-

- A. The CPCA has agreed to make the Funding available to the Applicant on the terms of this Agreement to fund the Works for the Project, known as Fenland Stations Regeneration.
- B. The Fenland Stations Regeneration Business Case will assess a range of short, medium and long-term projects designed to improve Manea, March and Whittlesea Stations.
- C. The CPCA is authorised to enter into this Commercial Funding Agreement by way of the CPCA Board Decision of 28 March 2018 and empowered to enter into this Commercial Funding Agreement by way of Article 11 of the Cambridgeshire and Peterborough Combined Authority Order 2017 (SI 2017 No.251, section 111 Local Government Act 1972 and section 1 Local Government (Contracts) Act 1997 and all other powers enabling.

IT IS AGREED as follows:-

1. INTERPRETATION

- 1.1 In this Agreement (including in the Background and Schedules) the following words and expressions have the following meanings:-

"Agreed Form"	means in a form produced by the Applicant and approved by the CPCA
"Annual Qualifying Expenditure Statement"	means an annual report on Qualifying Expenditure in the format set out in Schedule 4
"Applicant's Auditor"	means the Applicant's external independent auditor
"Applicant Representative"	means Simon Machen, Director of Growth and Infrastructure who shall be the Applicant Representative nominated or any other person from time to time appointed by the Applicant in writing
"Audited Accounts"	means accounts on the Project in the Agreed Form certified by the Applicant's Auditor

"Base Interest Rate"	means the base rate of 0.75% or such other rate as the CPCA determines (acting reasonably) from April 6 th on an annual basis
"Best Practice"	means intellectual property industry standards
"Business Plan"	means the Combined Authority Business Plan 2019-20 which includes an overview of the Project and which may be found at https://cambridgeshirepeterborough-ca.gov.uk/assets/Uploads/CPCA-Business-Plan-2019-20-dps2.pdf
"Business Case"	means the Applicant's business case or cases relating to the Project, which term may include the stages of a Business Case including Strategic Outline Business Case, Outline Business Case and Final Business Case and which is subject to the approval of the CPCA from time to time
"Certificate of Practical Completion"	means any certificate or statement to be issued in accordance with a Contract certifying that Practical Completion has taken place in respect of all or part of the Works
"Chief Finance Officer"	means an officer appointed under section 73 of the Local Government Act 1985 or other delegated officer approved by the Parties
"Claim"	means an application for Funding on a Claim Form
"Claim Form"	means the form set out in Schedule 2 or such other form as the CPCA will notify the Applicant from time to time
"Confidential Information"	means any information (however it is conveyed or on whatever media it is stored) which relates to the business, affairs, developments, trade secrets, know-how, personnel, customers and Contractors of either Party, including Intellectual Property Rights, together with information derived from the above, any other information clearly designated as being confidential (whether or not is marked as "confidential") or which ought reasonably to be considered to be confidential
"Consents"	includes any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration by or from any governmental or other authority, the local planning authority, landlords, funders, adjoining land owners or any other person in relation to the Project or otherwise required to enable the Project to proceed
"Contract"	An agreement entered into for or in connection with the delivery of the Works
"Contractor"	means a contractor (including a consultancy contractor or sub-contractor appointed by a Contractor) appointed for or in connection with the delivery of Works
"CPCA's Representative"	means Rowland Potter Head of Transport (or such other person as notified)
"Date of Practical Completion"	means the date certified in any Certificate of Practical Completion as the date when Practical Completion of all or part of the Works was achieved

"Default Interest Rate"	means interest calculated at a rate per annum equal to 2% above the Base Interest Rate (compounded at such intervals as the CPCA shall determine)
"Data Protection Laws"	the Data Protection Act 2018 (DPA), the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), the Law Enforcement Directive (LED) (Directive (EU) 2016/680) the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner
"EIRs"	means the Environmental Information Regulations 2004 and any guidance and/or codes of practice relating to them
"Event of Default"	means the events set out in Schedule 6
"Excluded Expenditure"	means any expenditure which is not Qualifying Expenditure
"Expert"	means:- <ul style="list-style-type: none">(a) where a dispute or difference hereunder is on a point of law or legal drafting, a Queen's Counsel practising in English real property law or construction law or partnership law or banking law (as applicable) being such Counsel as may be appointed by the Parties (acting unanimously) or, failing agreement, such Counsel as shall be appointed at the request of either or both of the Parties by or on behalf of the President for the time being (or the next most senior available officer) of the Law Society or(b) where a matter concerns a planning matter, a Queen's Counsel practising at the planning bar being such Counsel as may be appointed by the Parties (acting unanimously) or, failing agreement, such Counsel as shall be appointed at the request of either or both of the Parties by or on behalf of the President for the time being (or the next most senior available officer) of the Law Society or(c) where a matter concerns a financial dispute or difference, a qualified accountant from the Institute of Chartered Accountants in England and Wales may be jointly appointed by the Parties (acting unanimously) or, failing agreement, such accountant as shall be appointed at the request of either or both of the Parties by or on behalf of the President of the ICAEW or CIPFA(d) in the case of any other matter, a senior Chartered Surveyor having at least 10 years' post-qualification experience in the development and/or management of premises in the north east region of England as may be jointly appointed by the Parties (acting unanimously) or, failing agreement, such surveyor as

shall be appointed at the request of either or both of the Parties by or on behalf of the President for the time being (or the next most senior available officer) of the Royal Institution of Chartered Surveyors, such experience to be in relation to dealing with disputes of a kind of those which may be referred to him or her hereunder,

and "**failing agreement**" shall for these purposes mean failing any such joint appointment by the Parties of an Expert within 5 Working Days of notice by one Parties to the other that the dispute or difference is to be referred to an Expert

"FA"	means the Finance Act 2004
"FA Legislation"	means Chapter 3 of Part 3 of the FA and the Income Tax (Construction Industry Scheme) Regulations 2005 (SI 2005/2045) each as amended from time to time
"Final Report"	means a report on the Project in the format set out in Schedule 4 and delivered no later than three months following the Works Long-Stop Date
"Finance Reports"	means a monthly report in the form set out in Schedule 4
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it
"Force Majeure"	means any matter which would entitle a Contractor to an extension of time under the relevant Works Contract other than any matter arising from the default of the Applicant under the terms of that Works Contract
"Funding"	means the funds made available by the CPCA to the Applicant under this Agreement up to the Maximum Sum for the purposes of funding the Works for the Project.
"Good Industry Practice"	means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced person (engaged in the same type of undertaking as that of the Applicant and/or any Contractors (as applicable)) under the same or similar circumstances
"Highlight Report"	means a monthly report prepared by the Project Manager to record the Project's progress, Qualifying Expenditure, any emerging risks and the achievement of outputs as identified in the Business Case.
"HMRC"	means Her Majesty's Revenue & Customs
"Information"	means: (a) In relation to FOIA the meaning given under section 84 of FOIA and (b) In relation to EIRs the meaning given under the definition of "environmental information" in section 2 of the EIRs
"Intellectual Property Rights"	shall include without limitation all rights to, and any interests in, any patents, designs, trade marks, copyright, know-how, trade secrets and any other proprietary rights or forms of

intellectual property (protectable by registration or not) whether registered or unregistered and all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the United Kingdom in respect of any technology, concept, idea, data, program or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person

"Insolvent"	means that a Party is unable to pay its debts as they fall due or being otherwise insolvent (within the meaning of s.123(1) of the Insolvency Act 1986 in the case of a company, or s.268 of the Insolvency Act 1986 in the case of an individual) or entering into any arrangement with creditors, or having a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver or similar appointed, or having a possession or enforcement or any other similar process taken against it or any of its assets and Insolvency shall be interpreted accordingly
"Material Adverse Effect"	means any present or future event or circumstances which could:- <ul style="list-style-type: none">(a) have a material adverse effect on the ability of the Applicant to perform and comply with its obligations under this Agreement; or(b) have a material adverse effect on the business, assets or financial condition of the Applicant
"Material Breach"	means a breach that is significant in the sense that it would have a significant effect on the benefit the CPCA would otherwise derive from a substantial portion of this Agreement including but not limited to an Event of Default.
"Maximum Sum"	(subject to Clause 9) means Two Million, Two Hundred Thousand Pounds (£2,200,000.00)
"Personal Data"	has the meaning given to that expression under the Data Protection Laws
"Practical Completion"	means the date as defined in a Contract for Works
"Process"	has the meaning given to that expression under the Data Protection Laws and "Processing" will be construed accordingly
"Procurement Policy"	means the Applicant's procurement policy approved by the CPCA which states how all goods, works and services will be procured in the delivery of the Project and which shall be in accordance with the principles of best consideration, value for money, transparency and best practice
"Prohibited Act"	means any one or more of the following:- <ul style="list-style-type: none">(a) offering, giving, agreeing to give or attempting to give to the CPCA (or any employee, agent or other representative of the CPCA) any gift or consideration of any kind as an inducement or reward:-

- i. for himself or the CPCA (as applicable) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement and/or
 - ii. for himself or the CPCA (as applicable) showing or not showing favour or disfavour to any person in relation to this Agreement
- (b) entering into this Agreement in connection with which commission (or equivalent) has been paid or has been agreed to be paid by the Applicant or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission (or equivalent) including but not limited to the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the CPCA and the CPCA has approved the same in writing and/or
- (c) committing any offence:-
- i. under the Bribery Act 2010
 - ii. under Statutory Requirements creating offences in respect of fraudulent acts
- (d) at common law in respect of fraudulent acts in relation to any this Agreement and/or
- (e) defrauding or attempting to defraud or conspiring to defraud the CPCA

"Project"	means the regeneration of Fenland railway stations at Manea, March and Whittlesea known as Fenland Stations Regeneration more particularly set out in the Business Case
"Project Know-how"	shall have the meaning set out in Clause 10.1
"Project Manager"	Means the individual with responsibility for managing the Project
"Qualifying Expenditure"	means the costs of procurement and of the study and all associated work and Works as described in the Business Case and which does not include Excluded Expenditure
"Quality Standards"	means the CPCA's quality requirements for the Works set out in Schedule 1
"Regulatory Body"	means any UK or EU Government department or agency or any other regulatory body having jurisdiction whether regional, national or local and including, but not limited to, the National Audit Office, UK central Government, the European Commission or any successor such department, agency or regulatory body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the CPCA
"Representative"	means both of the Applicant Representative and CPCA Representative
"Request for Information"	has the meaning in the FOIA or the EIRs or any apparent request for information under the FOIA or the EIRs or the

	Code of Practice on Access to Government Information (Second Edition)
"Required Standards"	means the requirements of this Agreement, the Quality Standards, Good Industry Practice, all applicable Consents and all applicable Statutory Requirements
"Section 151 Officer"	means an officer appointed under section 151 of the Local Government Act 1972 or other delegated officer approved by either of the Parties
"Statutory Deduction"	means the deduction referred to in section 61(1) FA or such other deduction as may be in force at the relevant time
"Statutory Requirements"	means all or any of the following:- (a) Acts of Parliament and any statutory instruments rules orders regulations notices directions bye laws and permissions for the time being made under or deriving validity from an Act of Parliament (b) European directives or regulations and rules having the force of law in the United Kingdom and (c) Regulations orders bye laws or codes of practice of any local or statutory authority having jurisdiction over or otherwise applicable to the Works
"Tax"	means any tax, levy, impost, duty or other charge or withholdings and any charges of a similar nature, together with interest thereon and penalties with respect thereto, if any, and any payments made on or in respect thereof and "Taxation" and "Taxes" shall be construed accordingly
"Working Day"	means 9:00am to 5:00pm any day (other than a Saturday or Sunday) on which banks are open in London for normal banking business and excluding public holidays
"Works"	means the Business Case and physical works undertaken in connection with the Project.
"Works Long-Stop Date"	means the date that all the Works are required to be fully completed and which is 31 October 2021, subject to Force Majeure
"Works Start Date"	means the dates on which work commenced in respect of each of the Business Case and each element of the Works.

1.2 In this Agreement, save where the context requires otherwise, the following words, terms and expressions have the meanings given to them below:-

- 1.2.1 any reference to this "**Agreement**" includes any subsequent variations and any supplemental agreement made from time to time by agreement between the Parties;
- 1.2.2 any reference to the "**CPCA**" and/or the "**Applicant**" includes reference to any statutory successors;
- 1.2.3 words importing any gender include any other gender;
- 1.2.4 words in the singular include the plural and words in the plural include the singular;
- 1.2.5 the term "**person**" includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency or

- unincorporated body of persons or association;
- 1.2.6 the words "**including**" and "**in particular**" will be construed so as not to limit the generality of any words or expressions in connection with which they are used;
- 1.2.7 headings and the contents table are inserted for convenience only and will have no legal effect;
- 1.2.8 references in this Agreement to any Clause or Schedule without further designation will be construed as a reference to a Clause of or Schedule to this Agreement;
- 1.2.9 the Schedules to this Agreement are an integral part of this Agreement and reference to this Agreement includes reference to the Schedules;
- 1.2.10 in the event of a conflict the Clauses set out in the main body of this Agreement will take priority over the Schedules;
- 1.2.11 references to any statute or statutory provision in this Agreement will be deemed to refer to those provisions as replaced, amended, extended or re-enacted from time to time whether by instruments, orders, bye laws, statute or by directive or regulation (which is, in the case of a directive or regulation, intended to have direct application within the United Kingdom and has been adopted by the Council of the European Communities) and all statutory instruments or orders made pursuant to it;
- 1.2.12 where consent or approval of any Party is required for any purpose under or in connection with this Agreement it will be given in writing and within a reasonable time following receipt of a written request for such consent or approval;
- 1.2.13 any decision, act or thing which either Party is required or authorised to take or do under the Agreement may be taken or done by any person authorised either generally or specially by that Party to take or do that decision, act or thing, provided that both Parties will provide each other with the name of any person so authorised on receipt of a written request.

2. PROVISION OF FUNDING

The CPCA will provide the Funding to the Applicant on and subject to the terms of this Agreement.

3. THE APPLICANT'S REPRESENTATIONS AND WARRANTIES AND DUE DILIGENCE

- 3.1 As at the date of this Agreement, the date of each Claim and the date of delivery of each Highlight Report and the Final Report (by reference to the facts and circumstances then pertaining) the Applicant makes the representations and warranties set out in Clauses 3.2 to 3.5.

3.2 Powers, vires and consents

- 3.2.1 The Applicant is a local authority (where appropriate) or otherwise validly exists under the laws of England and Wales and has the power to own its assets and to carry on the business and activities which it conducts or proposes to conduct (including but not limited to the business and activities envisaged under this Agreement).
- 3.2.2 The Applicant has the power to enter into and to exercise its rights and perform its obligations under this Agreement and the execution on behalf of the Applicant of this Agreement has been validly authorised and the obligations expressed as being assumed by the Applicant under this Agreement constitutes valid legal and binding obligations of the Applicant enforceable

against the Applicant.

- 3.2.3 All consents, required by the Applicant in connection with the execution, delivery, issue, validity or enforceability of this Agreement have been obtained and have not been withdrawn.
- 3.2.4 Neither the execution of this Agreement by the Applicant nor the performance or observation of any of its obligations hereunder will:-
- (a) conflict with or result in any breach of any Statutory Requirement (either in force or enacted but yet to be in force) or any deed, agreement or other instrument, obligation or duty (including any order or decree of any court or arbitrator) to which the Applicant is bound; or
 - (b) cause any limitation on any of the powers whatsoever of the Applicant or on the right or ability of the officers of the Applicant to exercise such powers to be exceeded or otherwise contravene or conflict with its pertaining constitutional documents.
- 3.2.5 The Applicant has not committed any Prohibited Act.
- 3.2.6 The Applicant is not subject to any other obligation (whether resulting from a breach by it of any other agreement or otherwise) compliance with which will or is likely to have a Material Adverse Effect and/or affect adversely its ability to perform its obligations under this Agreement.

3.3 Project success

- 3.3.1 The Applicant has and shall deliver the Works and the Project at all times in accordance with the Business Case and in accordance with Good Industry Practice.
- 3.3.2 The Applicant has and shall at all times use all reasonable skill and care in delivering the Project, the Works, the requirements of this Agreement and the Business Case.
- 3.3.3 The Applicant is not in default under any law or enactment or under any deed, agreement or other instrument or obligation to an extent that may affect adversely its ability to perform its obligations under this Agreement.
- 3.3.4 All Consents required for the Works to be commenced have been or will be obtained and not withdrawn prior to the commencement of any Works.
- 3.3.5 The Applicant is not aware, after due enquiry, of anything which materially threatens the success of the Project or the completion of this Agreement.
- 3.3.6 The Applicant shall ensure (and shall take all reasonable steps to satisfy the CPCA) that its employees and all Contractors employed or engaged in connection with the Project are suitable and competent in all respects to allow the proper performance of the Project and to achieve Practical Completion of all or part of the Works in accordance with this Agreement and the Business Case.

3.4 Operational issues

- 3.4.1 No Event of Default has occurred and is continuing or is anticipated to result from the provision of any Funding.
- 3.4.2 The Applicant shall ensure that each Contractor is procured in accordance with the Procurement Policy or as set out in the Business Case and will ensure that the procurement of all works, goods and/or services by the Applicant or a Contractor relating to the Works and/or the Project shall be in compliance with the Procurement Policy or such Business Case.

3.5 Information

- 3.5.1 The Applicant hereby confirms that subject to any changes the Applicant has notified to and been approved by the CPCA are unchanged no change has occurred since the date on which information, documents and accounts of the Applicant submitted to the CPCA for its appraisal of the Project was supplied in accordance with the terms of this Agreement, which renders the same untrue or misleading in any respect.
- 3.5.2 The Applicant will promptly provide to the CPCA any information which the CPCA or any Regulatory Body may reasonably request in order to satisfy itself that it has complied with the provisions of this Clause 3.

4. PAYMENT OF FUNDING

4.1 Pre Conditions of a Claim

- 4.1.1 The Applicant will not make any Claim and the CPCA will not be liable to make available any Funding unless:-
- (a) no Event of Default is continuing or would result from the provision of any Funding in respect of that Claim;
 - (b) the Applicant's Section 151 Officer provides to the Chief Finance Officer of the CPCA for its reasonable consideration (which shall not be delayed or withheld unreasonably) a warranted statement of the applicable Works carried out and completed as detailed in Schedule 5, completed ; and
 - (c) In relation to the payments made to a Contractor the Applicant shall ensure:-
 - (i) A Contract(s) will have been entered into with that Contractor before payment to such Contractor is made;
 - (ii) That the Contractor(s) is of sufficient financial standing to complete the Works within the time frame set out in the Business Case;the Applicant has developed a programme to complete the Works as set out in the Business Case.
- 4.1.2 The CPCA may agree to pay Funding to the Applicant before the conditions in Clause 4.1.1 have been met (with the exception of Clause 4.1.1(a) which for the avoidance of doubt must always be satisfied) without prejudice to its rights to refuse to pay any further Funding until those conditions are met.
- 4.1.3 The CPCA may agree to pay Funding to the Applicant in respect of item 17 in the table set out in Schedule 5 subject to Clause 4.1.2 and in advance of Qualifying Expenditure being incurred.
- 4.1.4 The Parties agree that CPCA the Funding is a capital grant and the Applicant confirms that it will expend the Funding on capital expenditure only.
- 4.1.5 The Applicant agrees that it will inform the CPCA of the cost of any Works and the identity of its selected Contractors to carry out those Works within 5 Working Days of appointment and in any event before submitting any Claim Form. The Applicant acknowledges and agrees that the total cost of the Works shall not exceed the Maximum Sum and, subject to Clause 4.1.6, where the total cost of the Works is a figure below the Maximum Sum the Applicant shall not be entitled to request or receive any further Funding in excess of the value of the Works.
- 4.1.6 Where the total cost of the Works is a figure below the Maximum Sum the CPCA and the Applicant may agree that any shortfall may be applied to construction or other Project related activity.

4.2 Mechanics and Payment of Funding

- 4.2.1 Any Claim for Funding by the Applicant must:-

- (a) be submitted on a Claim Form (forming part of the Council's composite claim signed by the Applicant's Section 151 Officer);
- (b) relate to Qualifying Expenditure for which the Applicant has not submitted any other Claim or received any other funding;
- (c) accord with the Business Case or be accompanied by evidence to the satisfaction of the CPCA to justify any deviation (not unreasonably delayed or denied); and
- (d) not be for an amount which (if paid) would make the amount of Funding exceed the Maximum Sum.

4.2.2 The CPCA will pay Funding up to the Maximum Sum.

4.2.3 The CPCA will pay Funding to the Applicant in respect of Qualifying Expenditure within 30 days of receipt of a valid Claim.

4.3 Use of Funding

The Funding will be the sole property of the Applicant and will be used by the Applicant for Qualifying Expenditure only.

4.4 Overpayments and Repayments

4.4.1 If the CPCA determines at any time that any amount of Funding was not expended by the Applicant on Qualifying Expenditure the Applicant will within 21 days of receipt of written demand repay to the CPCA such amount.

4.4.2 Subject to Force Majeure, if any amount of Funding has not been expended by the Applicant on Qualifying Expenditure by 30 November 2020 the Applicant will immediately on written demand repay to the CPCA such amount.

4.4.3 The CPCA may vary or withhold any or all of the payments of Funding under this Agreement to the extent that:-

- (a) repayment or recovery is required under or by virtue of any European Union State aid laws (including without limitation under Article 107 of the Treaty on the Functioning of the European Union and/or any applicable judgement, court order, statute, statutory instrument, regulation, directive or decision (insofar as legally binding) ("**State Aid Law**"); and/or
- (b) the CPCA is otherwise required to repay or recover such Funding in whole or in part by or to any Regulatory Body.

4.4.4 Any Funding required to be repaid in accordance with this Clause 4.4 will bear interest at a rate of 3% per annum from the date of the CPCA's notice requiring repayment to the date of repayment (both before and after judgement) or such other period as may be required under or by virtue of any Statutory Requirement.

4.5 Final Reconciliation

4.5.1 The Applicant shall provide the Final Report to the CPCA together with all reasonable supporting evidence.

4.5.2 Where the information provided pursuant to Clause 4.5.1 shows that the total cost of the Project was less than the anticipated total cost of the Project as set out in the Business Case then CPCA shall be entitled to recover any Funding paid to the Applicant which has not been spent and which is not committed to Qualifying Expenditure within three months of a written request in accordance with Clause 4.4.2.

5. THE APPLICANT'S DELIVERY OBLIGATIONS

5.1 Project Commencement and Completion

- 5.1.1 The Applicant will procure that the Project is carried out and completed in a good and workmanlike manner and in accordance with:-
- (a) the Business Case; and
 - (b) the Required Standards; and
 - (c) the agreed timescale.
- 5.1.2 The Applicant will procure that (subject to Force Majeure and any delay caused in part or whole by the CPCA) Practical Completion in respect of all Works is achieved by the Works Long-Stop Date.
- 5.1.3 The Applicant will notify the CPCA of each Works Start Date and the Date of Practical Completion of any Works within 21 days of such dates.

5.2 Applicant's Contractors

- 5.2.1 The Applicant will procure that each Contractor complies with its Works Contract(s) and the Applicant will enforce or otherwise ensure the enforcement of the terms of the Works Contracts at all times.
- 5.2.2 The Applicant will take all reasonable steps to satisfy the CPCA (following any written request by the CPCA) that its procurement policies and procedures in relation to employees, suppliers and sub-contractors (including, but not limited to, the Contractors) are suitable and competent in all respects to allow the proper performance of all work or tasks in relation to the Project as evidenced in the Procurement Policy.

5.3 Reporting and Outcomes

The Applicant will procure a Contractor to complete the Works and will meet the Quality Standard thereby and achieve the Outcomes and will provide evidence of this through the monthly Highlight Reports to the CPCA.

5.4 Material Alterations to the Project or Works Programme

The Applicant will not and will procure that no Contractor will, without the prior written consent of the CPCA, make a significant alteration to the Project, the Business Case or any Works Contract which includes any change having any impact on the costs of the Project and/or the outcomes.

6. APPLICANT'S REGULATORY OBLIGATIONS

6.1 Consents

The Applicant will procure that no Works are commenced and/or continued without all necessary Consents being received and will provide such documents as the CPCA reasonably requires to demonstrate compliance with this Clause.

6.2 Insurance

The Applicant shall:-

- 6.2.1 procure that each Contractor shall at all times during the Project maintain or procure full and proper insurance policies covering the usual risks in respect this type of Project;
- 6.2.2 supply evidence on request (to the reasonable satisfaction of the CPCA) of each such insurance policy referred to in Clause 6.2.1;
- 6.2.3 not do or permit or suffer to be done anything which may render any policy or policies of insurance void or voidable.

7. APPLICANT NOTIFICATION OBLIGATIONS

The Applicant will comply with its obligations set out in Schedule 7.

8. PROJECT MONITORING

8.1 Provision of information by the Applicant

8.1.1 From the date of this Agreement until the later of the last Date of Practical Completion and the Works Long-Stop Date the Applicant will:-

- (a) provide the CPCA with monthly Highlight Reports;
- (b) provide the CPCA with monthly Finance Reports;
- (c) provide the CPCA with monthly Claim Forms from the Applicant's Section 151 Officer to satisfy itself that a Claim relates to Qualifying Expenditure and that Qualifying Expenditure has been incurred subject to Clause 4.1.3;
- (d) provide the CPCA with such other information as the CPCA may reasonably require in connection with the Works;
- (e) procure that the Applicant Representative and/or any other officers of the Applicant as may reasonably be requested by the CPCA will attend such meetings as the CPCA may reasonably request with the CPCA and any third parties invited by the CPCA to review progress in relation to the Works;
- (f) keep the CPCA informed of any events arising under Schedule 3 and 6; and
- (g) provide a Final Report in accordance with Clause 4.

8.2 Inspection and audit facilities

8.2.1 The Applicant will upon reasonable notice allow or procure access to its premises for the CPCA, its internal auditors or its other duly authorised staff or agents and any Regulatory Body and subject to Data Protection Laws will allow such persons to inspect and take copies of documents relating to the Project.

8.2.2 The Applicant will provide the CPCA, in writing, with any such information about the Funding and/or the Project as it requires for the conduct of its statutory functions or which may be required by any Regulatory Body in respect of its regulatory and / or compliance functions.

8.2.3 The Applicant will at all times retain documentary evidence to support each Claim and will maintain full and accurate accounts for the Project in accordance with all applicable law and accounting standards and (to the extent that no accounting standard is applicable) use generally accepted accounting principles and practices of the United Kingdom then in force.

8.2.4 For the purpose of this Clause 8.2.3 "**Accounting Standards**" means the statements of standard accounting practice referred to in section 464 of the Companies Act 2006 issued by the Accounting Standards Board.

9. EVENTS OF DEFAULT

9.1 Where an Event of Default has occurred the CPCA may by notice in writing to the Applicant:-

9.1.1 require the Applicant to provide the CPCA with a plan to remediate and/or mitigate the effects of the Event of Default in which case the Applicant will submit the plan to the CPCA for approval within 14 Working Days of the request;

- 9.1.2 suspend or alter the timing of the payment of Funding for such period as the CPCA may reasonably determine; and/or
 - 9.1.3 vary the Maximum Sum; and/or
 - 9.1.4 require the Applicant to repay all or part of the Funding previously paid to the Applicant in which case the Applicant will within seven (7) days of receipt of a notice requesting repayment repay the sums required; and/or
 - 9.1.5 where the nature, type and extent of the Event of Default merits it or if the CPCA is not satisfied with any plan provided under Clause 9.1.1 above (as reasonably determined by the CPCA) terminate this Agreement in which case the CPCA will have no obligation to provide any further Funding and will be entitled to require the Applicant to repay all or part of the Funding previously paid to the Applicant and the Applicant will within seven (7) days of receipt of a notice requesting repayment repay the sums required.
- 9.2 In relation to the exercise by the CPCA of its rights in this Clause 9:-
- 9.2.1 the exercise by the CPCA of its rights under Clause 9 will be without prejudice to any other right of action or remedy of the CPCA (including any claim for damage) in respect of the Event of Default; and
 - 9.2.2 if the CPCA suspends the payment of Funding which is, in the sole opinion of the CPCA, due to an Event of Default capable of remedy and the Applicant, after notice in writing from the CPCA, remedies the Event of Default to the CPCA's reasonable satisfaction within such period as the CPCA will reasonably determine, the CPCA will not continue such suspension.
- 9.3 If the Applicant does not pay any sum it is obliged to pay under this Agreement when it is due, the Applicant shall pay interest at the Default Interest Rate on such outstanding amount from the due date until the date of actual payment (both before and after judgment).

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Subject to Clause 10.3, the Applicant hereby grants to the CPCA a perpetual, transferable, non- exclusive, royalty-free licence (carrying the right to grant sub-licences) (the "**Licence**") to copy, use (from computer disk or otherwise) and to make publicly available all and any Intellectual Property Rights, drawings, reports, specifications, calculations and other documents and information which relate to the Project or which are derived from the Project (including the methods by which the Works were conducted) ("**Project Know-how**"), for any purpose either relating to this Agreement or to the dissemination by the CPCA of Best Practice and to enable the CPCA to amend the Project Know how or to combine with any other know-how as it thinks fit when compiling and publishing what it regards as Best Practice.
- 10.2 Subject to Clause 10.3, to the extent that any Project Know-how is generated by or maintained on a computer or in any other machine readable format, the Applicant shall, if requested by the CPCA, attempt to procure for the benefit of the CPCA at the cost of the Applicant the grant of a licence or sub-licence for the term of this Agreement and subject to any external or regulatory consents and approvals provide access to any relevant software and/or database to ensure the CPCA has the full benefit of the Licence and the CPCA shall at all times comply with the terms of such Licence.
- 10.3 The CPCA acknowledges that it does not intend to use the Licence to make commercially sensitive information publicly available.
- 10.4 The Applicant will provide the CPCA with complete copies of and access to all Project Know-how. The Applicant will provide all reasonable assistance and explanation requested by the CPCA to enable it to disseminate Best Practice.
- 10.5 Subject to clause 10.6, the Applicant agrees to indemnify the CPCA and keep it

indemnified at all times against all or any costs, claims, damages or expenses incurred by the CPCA, or for which the CPCA may become liable, in relation to:-

10.5.1 any intellectual property infringement claim or alleged infringement claim or other claim relating to the CPCA's use of the Project Know-How licensed (or purported to be licensed) under the Licence (including but not limited to all costs and damages of any kind which the CPCA may incur in connection with any actual or threatened proceedings before any court or adjudication body);

10.5.2 any breach by the Applicant of this Clause 10; and

the CPCA may at its option satisfy such indemnity (in whole or in part) by reducing the Maximum Sum.

10.6 The indemnity in clause 10.5 shall not cover the CPCA to the extent that a claim under it is determined by a court (and all avenues of appeal exhausted) to results from the CPCA's negligence or wilful misconduct or breach of the terms of use of any Licence.

11. FREEDOM OF INFORMATION

11.1 Freedom of Information

11.1.1 The Parties acknowledge that they are subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall assist and co-operate with each other to enable the other to comply with their information disclosure requirements.

11.1.2 Each Party shall provide all necessary assistance and cooperation which is reasonably requested by the other Party (the "**Requesting Party**") for the purposes of complying with its obligations under the FOIA and EIRs. If a Requesting Party requires the other party (the "**Assisting Party**") to supply information to a FOIA/EIR request, the Assisting Party shall supply all such information which is within its possession or control within 5 Working Days (or such other period as is reasonably required.)

11.1.3 Each Party acknowledges that the other party (the "**Disclosing Party**") may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the other. In such circumstances, the Disclosing Party shall take reasonable steps to notify the other Party of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Disclosing Party shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs:-

12. DATA PROTECTION

12.1 Each Party warrants and represents that it:-

12.1.1 has all appropriate regulations, licenses and authorities required under Data Protection Laws to enable it to perform its obligations under this Agreement; and

12.1.2 obtains and Processes Personal Data (within the meaning of the Data Protection Laws) in accordance with the Data Protection Laws.

12.2 Each Party shall indemnify the other against all claims and proceedings and all liability, losses, costs and expenses incurred in connection therewith as a result of the its failure to comply with any Data Protection Laws.

12.3 Each Party shall, and the Applicant will procure that each Contractor shall, appoint and

identify an individual within its organisation authorised to respond to enquiries from the other Party concerning its compliance with this Clause 12, including those from the Information Commissioner and will to the extent as reasonably necessary co-operate with and assist in ensuring compliance with any Data Protection Laws including rights of data access, correction, blocking, suppression or deletion relating of data and in the defence or management of any enforcement action or assessment by the Information Commissioner or any other competent authority in relation thereto.

- 12.4 The Applicant undertakes to include obligations no less onerous than those set out in this Clause 12, in all contractual arrangements with Contractors engaged by it to deliver the Project and the Works.

12A CONFIDENTIALITY

- 12A.1 The Parties shall keep confidential all information shared between them which may be designated as confidential obtained under or in connection with this Agreement and shall not divulge the same to any third party without the written consent of the Party in whom the ownership of the confidential information is vested.
- 12A.2 The provisions of this Clause shall not apply to:
- 12A.2.1 any information in the public domain otherwise than by breach of this Agreement;
 - 12A.2.2 information obtained from a third party who is free to divulge the same;
 - 12A.2.3 any information which is personally developed;
 - 12A.2.4 any information required to be disclosed by law.
- 12A.3 The Parties shall divulge confidential information only to those persons who are directly involved in providing the Works under this Agreement and shall ensure that such persons are aware of and comply with these obligations as to confidentiality.
- 12A.4 The provisions of this Clause shall continue in perpetuity.

13. FURTHER ASSURANCE

On the written request of the CPCA the Applicant will promptly execute and deliver or procure the execution and delivery of any further documents reasonably necessary to obtain for the CPCA the full benefit of this Agreement.

14. GOOD FAITH

Both Parties will at all times act with the utmost good faith when dealing with each other, the Contractors and any other person or entity involved on the Project.

15. INDEMNITY

The Applicant will be liable for and will indemnify the CPCA in full for any expense, liability, loss, claim or proceedings arising under statute, tort (including negligence), contract and/or at common law in respect of personal injury to or death of any person or loss of or damage to property (whether belonging to the CPCA or otherwise) or any claim by any third party arising directly or indirectly out of or caused or contributed to by the Project and/or the performance or non-performance or delay in performance by the Applicant of any of its obligations under this Agreement except to the extent that the same is due to any act or neglect of the CPCA.

16. REPRESENTATIVES

16.1 Authority of the Applicant Representative

The Applicant Representative has full authority to act on behalf of the Applicant for all purposes of this Agreement. The CPCA and the CPCA Representative are entitled to treat any act of the

Applicant Representative in connection with this Agreement as being expressly authorised by the Applicant (save where the Applicant has notified the CPCA in writing that such authority has been revoked) and the CPCA will not be required to determine whether any express authority has in fact been given.

16.2 Authority of CPCA Representative

The CPCA Representative has full authority to act on behalf of the CPCA for all purposes of this Agreement. The Applicant and the Applicant Representative are entitled to treat any act of the CPCA Representative in connection with this Agreement as being expressly authorised by the CPCA (save where the CPCA has notified the Applicant in writing that such authority has been revoked) and the Applicant will not be required to determine whether any express authority has in fact been given.

16.3 Notices

Subject to Clause 21, any notice, information, instructions or public communication given in writing to the CPCA Representative or the Applicant Representative will be deemed to have been given to their respective appointing Party.

16.4 Successor Representatives

Either Party may change the identity of their Representative and will appoint a successor following (as far as practicable) consultation with the other Party.

17. ASSIGNMENT AND SUB CONTRACTING

17.1 Either Party may assign or novate its rights and/or obligations under this Agreement to a statutory successor body or where a Statutory Requirement dictates this and in such circumstances the affected Party will give the other Party notice of the anticipated statutory assignment or novation (as applicable) as soon as possible after the affected Party has become aware of it and will also notify the other Party within 5 Working Days of the completion of the statutory assignment/novation.

17.2 Except as expressly permitted in this Agreement, no Party will, without the prior written consent of the other Party, novate, assign, sub license, sub contract, transfer or charge this Agreement or any part of it.

18. VALUE ADDED TAX

18.1 The Parties understand and agree that the Funding by the CPCA under this Agreement is not consideration for any supply for Value Added Tax ("VAT") purposes whether by the Applicant or otherwise.

18.2 If, notwithstanding the agreement and understanding of the Parties as set out in Clause 18.1 above, it is determined that the Funding is consideration for a supply for VAT purposes, the Funding shall be treated as inclusive of any VAT.

18.3 All sums or other consideration payable to or provided by the Applicant to the CPCA at any time will be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided the Applicant will pay to the CPCA all the VAT payable upon the receipt of a valid VAT invoice.

19. NO FETTERING OF DISCRETION/STATUTORY POWERS

Nothing contained in or carried out pursuant to this Agreement and no consents given by the CPCA or the Applicant will unlawfully prejudice the CPCA's or the Applicant's (as appropriate) rights, powers or duties and/or obligations in the exercise of its functions or under any statutes, byelaws, instruments, orders or regulations.

20. NOTICES

- 20.1 Any demand, notice, agreement or other communication given or made under or in connection with this Agreement shall be in accordance with this Clause 20.
- 20.2 Subject to Clause 20.3, any communication between CPCA and the Applicant in the performance of this Agreement shall be made electronically. All such electronic communication shall be sent to the electronic mail address of the other Party's Representative. Where either Party so requires it any such electronic correspondence shall be followed with non-electronic paper copies which shall be posted to the receiving Party.
- 20.3 Where any notices or demands are to be served in accordance with this Agreement which are more formal than day to day correspondence and communication, then such notices or demands shall be made in writing, served in non-electronic format and duplicated electronically to a Party's Representative. In these circumstances, notice will be deemed to have been duly given or made:-
- 20.3.1 if sent by prepaid first class post, on the second Working Day after the date of posting; or
- 20.3.2 if delivered by hand, upon delivery at the address provided for in Clause 20.4, provided however that, if it is delivered by hand on a day which is not a Working Day or after 4:00pm on a Working Day, it will instead be deemed to have been given or made on the next Working Day.
- 20.4 Any such demand, notice or other communication will be addressed, in the case of service by post or delivery by hand, to the recipient's address set out in this Agreement (or at such other address as may from time to time be notified in writing by the recipient to the sender as being the recipient's address for service):-

CPCA	Attention: Rowland Potter Head of Transport
The Applicant	Attention: Simon Machen, Director of Growth and Infrastructure

- 20.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

21. DISPUTE RESOLUTION

21.1 Use of Senior Officers

If any dispute arises between the Parties relating to or arising out of this Agreement either Party involved will in the first instance notify the other that the dispute is to be referred to Senior Officers in order to seek a resolution. The Senior Officer for the CPCA will be the Head of Legal Services and Monitoring Officer, and for the Applicant will be the Monitoring Officer or Principal Solicitor. Either Party may change the details of such Senior Officers by written notice to the other.

21.2 Referral to Expert

- 21.2.1 If there has been no resolution of the dispute within 30 days of the referral to Senior Officers either Party may give to the other written notice referring the dispute to a suitably qualified independent Expert for determination in accordance with this Clause.
- 21.2.2 The Expert shall be required to prepare a written decision and give notice (including a copy) of the decision to the Parties within a maximum of three months of the matter being referred to the Expert.
- 21.2.3 If the Expert dies or becomes unwilling or incapable of acting, or does not

deliver the decision within the time required by this clause then:-

- (a) either Party may apply to the professional body/association to discharge the Expert and to appoint a replacement Expert with the required expertise; and
- (b) this Clause shall apply in relation to the new Expert as if he were the first Expert appointed.

- 21.2.4 The Parties shall be entitled to make submissions to the Expert (including oral submissions) and shall provide (or procure the provision to) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 21.2.5 Each Party shall (with reasonable promptness) supply each other with all information and give each other access to all documentation and personnel as the other Party reasonably requires to make a submission under this Clause.
- 21.2.6 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter in dispute (which may include any issue involving the interpretation of any provision of this Agreement, his jurisdiction to determine the matters and issues referred to him or his terms of reference). The Expert's written decision on the matters referred to him shall be final and binding on the Parties in the absence of manifest error or fraud.
- 21.2.7 Each Party shall bear its own costs in relation to the reference to the Expert. The Expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the Parties equally or in such other proportions as the Expert shall direct.

21.3 Matters of law

Matters of law will be referred to Senior Officers or mediation but if not resolved within 30 days may be referred to and become subject to the jurisdiction of the courts.

22. RIGHTS OF THIRD PARTIES

Nothing in this Agreement will confer any rights or obligations on any person who has not executed this Agreement nor will the consent of any person who has not so executed this Agreement be needed to make any modification, amendment, variation or release of its terms. The Parties agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that they do not intend any person other than a Party to be able to enforce any term of this Agreement.

23. ENTIRE AGREEMENT

This Agreement and the documents referred to in it constitute the entire agreement between the Parties and supersede and replace any previous agreement, understanding, representation or arrangement of any nature between the Parties relating to the subject matter of this Agreement.

24. SEVERANCE

If at any time any of the provisions of this Agreement become illegal, invalid or unenforceable in any respect under any law or regulation of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement will be in any way affected or impaired as a result.

25. DISCLAIMER

The CPCA will not be liable to the other Party for any advice given by a representative of the CPCA. In addition, the CPCA gives no assurance as to the suitability or viability of the Project

and no endorsement of the same.

26. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of England & Wales.

27. MISCELLANEOUS

27.1 This Agreement confers no permission, consent or approval.

27.2 The CPCA will act reasonably in deciding whether to give any consent, agreement, determination or approval or express its satisfaction and whether to give any such consent agreement, determination or approval or express its satisfaction subject to restrictions, terms or conditions unless in each case to do so would fetter its statutory powers, rights or obligations.

27.3 No variation or modification to this Agreement is valid unless it is in writing and signed by the Parties.

IN WITNESS of which this Agreement has been duly executed on the date written at the beginning of this Agreement.

Executed as a Deed by the)
CAMBRIDGESHIRE AND)
PETERBOROUGH)
COMBINED)
AUTHORITY acting by

Authorised Signatory

Monitoring Officer

Signature of witness

Name (in BLOCK CAPITALS)

Address

.....

**Executed as a Deed by FENLAND
DISTRICT COUNCIL by affixing its
COMMON SEAL in the presence of:**

.....
Authorised Signatory

SCHEDULE 1
QUALITY STANDARDS FOR THE WORKS

The Quality Standards for the Works shall comprise:

- the Business Case and associated design and physical works. This phase of the Project which relates to the Funding must assess the benefits and costs of the various options to identify a preferred option, provide a more detailed cost estimate and benefit for the preferred option, and provide sufficient information to produce a further business case allow the CPCA to make a decision as to whether or not to progress to the next phase of the Project;
- To be developed in conjunction with the Department for Transport Analysis Guidance (TAG) and Network Rail GRIP, a process to assess value for money and the local economic impacts, it must be structured as per the HM Treasury 5-case model and should not conflict with the CPCA Assurance Framework;
- A costed programme should be included in the Business Plan as amended from time to time and kept up to date through the lifetime of the Project;
- Develop an evaluation plan prior to commencement of any Works to monitor the success of the Project and the achievement of the desired outputs;
- Undertake road safety audits at designated stages, and address issues raised either by incorporating recommendations into the design or responding to the audit team. Where recommendations are not adopted, the reasons given should be accepted by the FDC client Project Manager;
- Identify how the Applicant will undertake its responsibilities as set out in the Construction (Design and Management) Regulations 2015;
- Identify the strategy for land acquisition if required, whether by agreement or compulsory purchase and identify key decision points;
- Highlight and Financial Reports must be developed by the Project Manager and sent to CPCA within the set timescales, along with or including information on financials, RAG status, milestones and risks.

SCHEDULE 2 CLAIM FORM

**COMBINED AUTHORITY
CLAIM AND MONITORING FORM**

1. CLAIM DETAILS

Programme / Project Title	
Quarter /Month this claim refers to (unless otherwise agreed)	
Funding Recipient Organisation	
Address: Postcode: Email: Telephone Number:	
Date of Partnership Agreement	
Programme / Project Start Date	
Programme / Project End Date	
Maximum amount of grant/loan approved	
Total expected programme / project cost	
Total grant / loan received to date (current agreement)	
Programme / Project claim number	
Forecast spend this period (as per Partnership Agreement)	
Actual spend this period	
Forecast spend next period & attach expenditure forecast unless same as per funding agreement.	

2. Project Budget and Funding Statement

Please provide the following information as part of this claim:

- Summary of costs claimed as part of this claim in spreadsheet format, including summary lines for different types of spending relevant to the project.
- Current programme / project profile – restated if progress requires it. This should align with monitoring information provided to CPCA.
- Transactional listing from the Finance System used to record spending, confirming the details of vendor / costs incurred and claimed, summarised on the same basis as the summary spreadsheet at 1. Above – this replaces the need to submit invoices / primary evidence of spending and is validated/assured in total by the s151 sign off below.

3. Declaration by s151 Officer

I believe the above information to be accurate. I claim a grant drawdown of £xxx and certify that this amount is not more than is payable in accordance with the provisions of the Partnership Agreement and accurately reflects reimbursement of costs incurred in delivery of the agreed programme / projects	
Name	
Signature	
Date	
Position	
Telephone	
Email	

Parts 1 to 3 must be completed and signed off by the same person who signed the project funding agreement. When completed please forward to:

Head of Transport – Rowland Potter
Cambridgeshire and Peterborough Combined Authority
Alconbury Weald Enterprise Campus
Alconbury Weald
Huntingdon
PE28 4WX

E: rowland.potter@cambridgeshirepeterborough-ca.gov.uk

Claims can be emailed providing they include an authorised signature from the s151 officer.


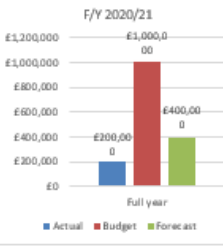
SCHEDULE 3

**EVENTS THAT INCREASE RISK DURING THE PROJECT LIFE AND MAY GIVE RISE TO
THE CPCA SUSPENDING TERMINATING OR RECLAIMING FUNDING.**

- a) Whether through delay, poor project management or otherwise, the costs of the Project are escalating to an extent that, in the CPCA's reasonable opinion, is unacceptable;
- b) Circumstances have arisen or events have occurred which have affected the Applicant's ability to manage and complete the Project in accordance with the terms of this Agreement;
- c) Making any significant change (meaning any change which increases cost by more than five per cent (5%) or extends the duration of the Works by two (2) months) to the Project without the approval of CPCA or, where an unapproved change can be reversed, fails to reverse it if asked to do so by CPCA;
- d) In support of the application for funding or in a claim for payment or other communication concerning this funding, the Applicant or anyone on their behalf has provided, or provided information that is in any material respect incorrect, incomplete or otherwise misleading;
- e) A report from an external auditor is unsatisfactory because it contains an adverse opinion, a qualified opinion or a disclaimer of opinion;
- f) The Applicant fails to take adequate measures to investigate and resolve any reported irregularity.

SCHEDULE 4 - REPORTS

HIGHLIGHT MONITORING REPORTS (MONTHLY)

Date									
CPCA - Project Highlight Report									
									
Project Name				Previous Status		Current Status			
Project Number		Project Stage		Project description					
Project Manager		Director							
Project Start Date		Cost Benefit Ratio/YfM number (last reviewed)		Project update and rationale for current					
Agreed Completion Date		Forecast Completion Date							
Financials					Monitoring and Evaluation				
Financial Year 2020/21		Actual spend - year to date		£200,000				Key outputs/deliverables	
		Year to date		Full year					
Budget (Approved to spend)		£400,000		£1,000,000		Expected impacts (Delete point if not applicable)		<ul style="list-style-type: none"> • GYA: • Housing: • Employment: • Other Metrics: 	
Forecast		£400,000		£400,000					
Financial commentary									
This Period Activities					Next Period Activities				
Project Milestone Progress (Key Milestones/Tasks)									
Task #	Milestones/tasks			Milestone/task risk	Original agreed start date	Original agreed end date	Revised end date (if different)	% Progress (% complete - 0 to 100)	RAG status
1									
2									
3									
4									
5									
Key Risks and Issues (Top 5)									
Risk ID	Last updated	Risk type	Description/summary	Impact	Likelihood	RAG (impact x likelihood)	Mitigation		
1	00 January 1900	0	0	0	0	0	0	0	
2	00 January 1900	0	0	0	0	0	0	0	
3	00 January 1900	0	0	0	0	0	0	0	

**SCHEDULE 1 -
FIRST CPCA FUNDING AGREEMENT**

FINANCIAL MANAGEMENT REPORTS (MONTHLY)

Project Name:		Please Select								Period:	Y/Ending;			
CPCA Project Number:		Autofill		CPCA Programme Manager:		Autofill		Feb		Year 0	Year 1	Year 2	Previous	
CPCA Cost Centre:		Autofill		CPCA Agresso Comments:		Complete		Backup attached? Select		2017	2018	2019	Years Total	
CPCA Finance Service Area:		Autofill								Actual	Actual	Actual	Actual	
										CA Actual	-	-	-	-
										PM Actual:	-	-	-	-
Year 3	2019-20	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
CPCA Total		-	-	-	-	-	-	-	-	-	-	-	-	-
Claim or Period Number														n/a
Actual		Invoiced												-
		Accruals												-
		Total	-	-	-	-	-	-	-	-	-	-	-	-
Approved Budget		Baseline												-
Variations:		Timing												-
		Efficiencies	-	-	-	-	-	-	-	-	-	-	-	-
		Additional Activity	-	-	-	-	-	-	-	-	-	-	-	-
		Scope Change	-	-	-	-	-	-	-	-	-	-	-	-
		Other	-	-	-	-	-	-	-	-	-	-	-	-
Forecast		[Auto calc]	-	-	-	-	-	-	-	-	-	-	-	-
Period Var:		-												
YTD Var:		-												
Full Yr Var:		-												

Please provide comments on the financial performance, particularly on variances to Budget;

Year 4	2020-21	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total
CPCA Agresso Financials [Info]		-	-	-	-	-	-	-	-	-	-	-	-	-
Claim / Period Number														n/a
Actual		Invoiced	-	-	-	-	-	-	-	-	-	-	-	-
		Accruals	-	-	-	-	-	-	-	-	-	-	-	-
		Total	-	-	-	-	-	-	-	-	-	-	-	-
Approved Budget		Baseline	-	-	-	-	-	-	-	-	-	-	-	-
Variations:		Timing	-	-	-	-	-	-	-	-	-	-	-	-
		Efficiencies	-	-	-	-	-	-	-	-	-	-	-	-
		Additional Activity	-	-	-	-	-	-	-	-	-	-	-	-
		Scope Change	-	-	-	-	-	-	-	-	-	-	-	-
		Other	-	-	-	-	-	-	-	-	-	-	-	-
Forecast			-	-	-	-	-	-	-	-	-	-	-	-

Please provide comments on the financial performance, particularly on variances to Budget;

CLOSURE REPORT

Project Details						
Project Number:		Project Name:				
Internal Project Manager:			External Project Manager			
Project Start Date:		Agreed Project Completion Date:				
Original Project Scope:						
What has been delivered:						
Project Outcomes						
Project Outcomes:	Including future projected outcomes					
	YYYY	YYYY	YYYY	YYYY	YYYY	YYYY
GVA						
Housing Units Facilitated						
Jobs Created (fte)						
Jobs Safeguarded (fte)						
Temporary Jobs Created (fte)						
Improved journey times						
Reduced congestion						
New Transport Infrastructure (km)						
Other						
Finance						
	Year 1	Year 2	Year 3	Year 4	Year 5	
Actual Years e.g. 2019/2020:						
Original Budget:						
Completed Budget:						
Variances:	£ -	£ -	£ -	£ -	£ -	
Explanation of Variances						
Explanation of Variances						
Grant Funding Contractual Obligations						
Legal / Procurement						
Is there an original signed contract(s)?						
Has the original signed contract(s) been sent to the legal team?						
Have all legal and procurement documents been saved to SharePoint?						
Are there any outstanding disputes?						
Additional Information						
Has a final highlight report been submitted for this project? All milestones for that stage at 100%						
Has an agreed monitoring and evaluation plan been agreed with the team / Project Board?						
Has a post project meeting take place with agreement on next steps?						

ANNUAL QUALIFYING EXPENDITURE STATEMENT

This statement is given in respect of Cambridgeshire and Peterborough Combined Authority's (CPCA)'s 2019/2020 final accounts and on the state of my organisation's operations up to the date on which my signature has been appended below.

The information provided in this section of the document is given to the best of my knowledge in connection with the areas for which I have responsibility.

I have made appropriate enquiries with other officials of the organisation and of information systems and records maintained and can confirm the following statements as detailed in the column below headed 'Area of Responsibility'. However, where I am aware of such circumstances, I am able to provide further relevant information in the column headed 'Details and Action Plan':

Ref	Area of Responsibility	Confirmed		Details (and Action Plan)
		Yes	No	
1	In my Organisation there are:			
1.1	No provisions or contingent liabilities that are likely to have a significant effect on CPCA finances or operations.			
1.2	No instances of non-compliance with laws or regulations that are likely to have a significant effect on CPCA finances or operations.			
1.3	No pending claims, proceedings or litigation that are likely to have a significant effect on CPCA finances or operations.			
1.4	No other significant transactions with related parties other than those already disclosed.			
1.5	No instances of known error, irregularity, including fraud, which are likely to have a significant effect on CPCA finances or operations.			
1.6	No financial guarantee agreement has been entered into which leads to a potential future liability for CPCA.			
1.7	No other events or conditions exist that may cast doubt on the CPCA's ability to continue as a going concern.			

Expenditure incurred by the directorate on behalf of the Combined Authority for the year to 31st March 2020 – Outstanding Balances at year end.

Please:

- confirm the amounts incurred by your organisation on behalf of Cambridgeshire and Peterborough Combined Authority for the period to 31st March 2020, for which no invoice or claim has been raised to the Combined Authority as at 31st March 2020.
- provide details of the breakdown of charges against each project or budget area on a separate schedule. To include details of payments to external suppliers and amounts in respect of your organisation's staff recharges.

SCHEDULE 1 -
FIRST CPCA FUNDING AGREEMENT

- confirm that the amounts incurred were in respect of purchases and charges that had been approved in advance with the Combined Authority and for which there had been Board approved budget allocation.

Certified By:

Name: _____ **Date:** _____

Post Title: _____

SCHEDULE 5

THE PROJECT WORKS

The Project Works must deliver the decision as detailed in the CPCA Board Paper of the 28 March 2018

The Works include a mixture of both Business Case and physical works.

The Business Case must provide in summary:

- A long, medium and short list of options
- An outline business Case as per the HM Treasury 5-case mode
- Value for money assessments
- Outline engagement with stakeholders and have stakeholder input into the report where required.
- Land assessment and purchase
- It shall provide sufficient information to allow the Cambridgeshire and Peterborough Combined Authority Board to make a decision as to whether or not to progress to the next stage.

The following table provides a summary of the deliverables for each station improvement;

Item no	Item in the Programme
1	Waiting Shelters (1 for Manea and 2 for Whittlesea)
2	Stud lighting at Whittlesea Station
3	Cycle Parking at March Station – local contribution only
4	Second ticket machine at Whittlesea Station
5	March Stn feasibility and outline design work – all projects except the canopy
6	March Stn feasibility and outline design work – canopy only
7	Manea Car Park feasibility and outline design work
8	Whittlesea Car Park & Entrance feasibility and outline design work
9	Other technical studies associated with the outline design and feasibility work for Manea and Whittlesea car park projects – ecology, drainage, Road Safety Audit etc
10	March Stn – GA fee for the D & B Procurement
11	March Stn - Detailed Design for the Platform 1 building
12	March Stn – Detailed Design for the existing car park with an extension
13	Manea Stn – Detailed Design for Manea Car Park
14	Whittlesea Stn – Detailed Design for Whittlesea Car Park phase 1
15	Business Case work – SOBC, OBC and FBC
16	Project Management & Salaries
17	Land Purchase – Manea Station Car Park

It is intended by the Parties that unused Funding from the Maximum Sum will be used for construction in accordance with Clause 4.1.6.

SCHEDULE 6
EVENTS OF DEFAULT

An Event of Default occurs where :

1. any pre-conditions listed in Clause 4.1 are not met (or waived by the CPCA);
2. any breach of any representation or warranty (when made or repeated) by the Applicant pursuant to this Agreement;
3. the Works and/or the Project have not been carried out :-
 - 3.1 in compliance with all relevant Statutory Requirements;
 - 3.2 in accordance with the Business Case;
 - 3.3 in a good and workmanlike manner and in accordance with Good Industry Practice; and/or
 - 3.4 Subject to Force Majeure, the works have not been achieved in the timescale set out in the Business Case in accordance with clause 5.1 of this Agreement.
4. the Applicant and/or any Contractor does not have sufficient funds or resources available to complete the Project or the Works (in respect of the Applicant) in accordance with this Agreement. Any enforcement action is taken or other right is enforced by the Regulatory Body in relation to the Applicant, any Contractor, any Works and/or the Project; or
5. there is a Material Breach of this Agreement which, if capable of remedy, has not been remedied within 30 days of the CPCA notifying the Applicant of the breach and requesting remedy; and/or
6. the Applicant has committed any default (however described) or any other event entitling the CPCA to terminate or demand repayment of any amount advanced to the Applicant by CPCA under any other agreement.

SCHEDULE 7 NOTIFIABLE EVENTS

1. PROJECT COSTS

The Applicant will notify the CPCA in writing:-

- 1.1 on an increase in the anticipated or actual costs of the Works (where it is likely to exceed the Maximum Sum);
- 1.2 on becoming aware of any event or circumstance which might have any Material Adverse Effect;
- 1.3 on becoming aware of any event or circumstance which may attract adverse publicity to the Project and / or the CPCA;
- 1.4 on becoming aware of any claim brought against the Applicant and/or any Contractor relating to the Works and/or the Funding; and
- 1.5 on there being a proposed change to the project design and/or the Works Contracts that increases cost by more than 5% or more or extends the duration of the Works.

2. EVENTS OF DEFAULT AND STATUTORY REQUIREMENTS

The Applicant will notify the CPCA immediately in writing:-

- 2.1 on becoming aware of any breach of any health and safety law or regulation including, but not limited to:-
 - 2.1.1 a fatal accident to any worker or a member of the public;
 - 2.1.2 any injury to a member of the public requiring reporting under RIDDOR;
 - 2.1.3 any dangerous occurrence, as defined by RIDDOR;
 - 2.1.4 the service of any improvement or prohibition notice under the Health and Safety at Work etc. Act 1974;
 - 2.1.5 any incident having health & safety implications which attracts the attention of the police and/or the media, by the Applicant and/or any Contractor directly or indirectly related to the Works;
- 2.2 on becoming aware of any investigations undertaken or sanctions imposed by the Environment Agency or any local authority relating to environmental incidents and/or any environmental incident occurring directly or indirectly relating to the Works (or any part of them) which may be a breach of any environmental law or regulation in force at the time of the incident whether the Applicant and/or any Contractor and/or any other third party is responsible for the incident or is the subject of such investigations and/or sanctions (as appropriate) and on such notification form as the CPCA may provide from time to time;
- 2.3 on becoming aware of investigations into or findings of any breach of any equality or anti- discrimination legislation or regulations directly or indirectly related to the Works (or any part of them) whether the Applicant and/or any Contractor and/or any other third party is responsible for the breach or is the subject of the investigation (as appropriate); and
- 2.4 on the occurrence of an Event of Default.

3. RESOLUTION

In the event of notification by the Applicant under this Schedule, if applicable and if requested by the CPCA, the Applicant will provide, together with such notification, a proposal for resolution or mitigation of the event and will take into account all reasonable representations of the CPCA on such proposals.

**SCHEDULE 2
PROPOSED WORKS TO BE COMPLETED UNDER
THE FURTHER CPCA AGREEMENTS**

The following table provides a summary of the deliverables for each station improvement;

Item no	Item in the Programme
1	A car park for Manea Station
2	A car park for Whittlesea Station
3	To upgrade and extend the current March Station car park - a possible longer term second phase extension is under consideration for which land would need to be purchased.
4	To re-design the platform one building at March Station - this includes changes to the ticket office, waiting room, shop area and toilets
5	Completion of feasibility and technical studies including outline design work for the platform extensions at Manea Station
6	Completion of feasibility and technical studies including outline design work for the platform extensions at Whittlesea Station
7	Completion of feasibility and technical studies including outline design work for a pedestrian bridge at Whittlesea Station
8	Detailed design and build for the platform extensions at Manea Station
9	Detailed design and build for the platform extensions at Whittlesea Station
10	Detailed design and build for the pedestrian bridge at Whittlesea Station
11	Project Management & Salaries

**SCHEDULE 3 - PROPOSED WORKS TO BE COMPLETED UNDER
THE GA AGREEMENT**

The following table provides a summary of the deliverables for each station improvement;

Item no	Item in the Programme
1	Waiting Shelters (1 for Manea and 2 for Whittlesea)
2	Stud lighting at Whittlesea Station
3	Cycle Parking at March Station – local contribution only
4	Second ticket machine at Whittlesea Station
5	March Stn feasibility and outline design work for the car park and platform one building
6	March Stn feasibility and outline design work – canopy
7	Manea Car Park feasibility and outline design work
8	Whittlesea Car Park & Entrance feasibility and outline design work
9	Other technical studies associated with the outline design and feasibility work for Manea and Whittlesea car park projects – ecology, drainage, Road Safety Audit etc
10	March Stn – detailed design and build procurement
11	March Stn - Detailed Design and build for the Platform 1 building
12	March Stn – Detailed Design and build for the existing car park with an extension
13	Whittlesea Stn – Detailed Design for Whittlesea Car Park phases 1 and 2

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

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