

# Public Document Pack

**Peak District National Park Authority**

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Aldern House, Baslow Road, Bakewell, Derbyshire. DE45 1AE



Our Ref: A.1142/75

Date: 9 July 2015



## NOTICE OF MEETING

Meeting: **Audit Resources & Performance Committee**

Date: **Friday 17 July 2015**

Time: **10.00 am**

Venue: **The Board Room, Aldern House, Baslow Road, Bakewell**

SARAH FOWLER  
CHIEF EXECUTIVE

## AGENDA

1. **Apologies for Absence**
2. **Minutes of previous meetings held on 22 May and 5 June 2015** (*Pages 1 - 6*)
3. **Urgent Business**
4. **Public Participation**  
To note any questions or to receive any statements, representations, deputations and petitions which relate to the published reports on Part A of the Agenda.
5. **Members Declarations of Interest**  
Members are asked to declare any disclosable pecuniary, personal or prejudicial interests they may have in relation to items on the agenda for this meeting.
6. **Moors For The Future Partnership – Moorlife 2020 Project (SLD / KM / CD)** 40 mins  
(*Pages 7 - 58*)  
Appendix 1
7. **Remodelling/Refurbishment of Accommodation at the Moorland Centre, Edale to Accommodate the Moors for the Future Partnership (PM6351/MI)** 40 mins  
(*Pages 59 - 68*)  
Appendix 1

- |               |  |         |
|---------------|--|---------|
| <b>8.</b>     | <b>Information Management Strategy (DB)</b> <i>(Pages 69 - 96)</i><br><br>Appendix 1   | 15 mins |
| <b>9.</b>     | <b>Environmental Management Annual Performance Report (A.595/MF)</b> <i>(Pages 97 - 108)</i><br><br>Appendix 1   | 15 mins |
| <b>10.</b>    | <b>Internal Audit 2015/16 Annual Plan (A.1362/7/PN)</b> <i>(Pages 109 - 114)</i><br><br>Appendix 1   | 10 mins |
| <b>11.</b>    | <b>Item for No Discussion</b><br>The Chair has identified the following item as an item for no discussion unless there is an advance request from an individual Member for a discussion to take place:<br><br>1. Local Government Ombudsman Annual Review Letter (RC) <i>(Pages 115 - 126)</i><br><br>Appendix 1<br><br>Appendix 2<br><br>Appendix 3   | 5 mins  |
| <b>12.</b>    | <b>Exempt Information S100(A) Local Government Act 1972</b><br>The Committee is asked to consider, in respect of the exempt item, whether the public should be excluded from the meeting to avoid the disclosure of Exempt Information.<br><br>Draft Motion:<br><br>That the public be excluded from the meeting during consideration of Agenda Item Nos. 13 and 14 to avoid the disclosure of Exempt Information under S100 (A) (4) Local Government Act 1972, Schedule 12A, Paragraph 3 "Information relating to the financial or business affairs of any particular person (including the authority holding that information)". |         |
| <b>PART B</b> |  |         |
| <b>13.</b>    | <b>Exempt Minutes of the Meeting held on 22 May 2015</b> <i>(Pages 127 - 128)</i>  | 5 mins  |
| <b>14.</b>    | <b>IT Infrastructure Refresh (DJB)</b> <i>(Pages 129 - 136)</i>  | 20 mins |

### **Duration of Meeting**

In the event of not completing its business within 3 hours of the start of the meeting, in accordance with the Authority's Standing Orders, the Authority will decide whether or not to continue the meeting. If the Authority decides not to continue the meeting it will be adjourned and the remaining business considered at the next scheduled meeting.

If the Authority has not completed its business by 1.00pm and decides to continue the meeting the Chair will exercise discretion to adjourn the meeting at a suitable point for a 30 minute lunch break after which the committee will re-convene.

## **ACCESS TO INFORMATION - LOCAL GOVERNMENT ACT 1972 (as amended)**

### **Agendas and reports**

Copies of the Agenda and Part A reports are available for members of the public before and during the meeting. These are also available on the website [www.peakdistrict.gov.uk](http://www.peakdistrict.gov.uk).

### **Background Papers**

The Local Government Act 1972 requires that the Authority shall list any unpublished Background Papers necessarily used in the preparation of the Reports. The Background Papers referred to in each report, PART A, excluding those papers that contain Exempt or Confidential Information, PART B, can be inspected by appointment at the National Park Office, Bakewell. Contact Democratic Services on 01629 816200, ext 362/382. E-mail address: [democraticservices@peakdistrict.gov.uk](mailto:democraticservices@peakdistrict.gov.uk).

### **Public Participation and Other Representations from third parties**

Anyone wishing to participate at the meeting under the Authority's Public Participation Scheme is required to give notice to the Director of Corporate Resources to be received not later than 12.00 noon on the Wednesday preceding the Friday meeting. The Scheme is available on the website [www.peakdistrict.gov.uk](http://www.peakdistrict.gov.uk) or on request from Democratic Services 01629 816362, email address: [democraticservices@peakdistrict.gov.uk](mailto:democraticservices@peakdistrict.gov.uk), fax number: 01629 816310.

### **Written Representations**

Other written representations on items on the agenda, except those from formal consultees, will not be reported to the meeting if received after 12noon on the Wednesday preceding the Friday meeting.

### **Recording of Meetings**

In accordance with the Local Audit and Accountability Act 2014 members of the public may record and report on our open meetings using sound, video, film, photograph or any other means this includes blogging or tweeting, posts on social media sites or publishing on video sharing sites. If you intend to record or report on one of our meetings you are asked to contact the Democratic and Legal Support Team in advance of the meeting so we can make sure it will not disrupt the meeting and is carried out in accordance with any published protocols and guidance.

The Authority uses an audio sound system to make it easier to hear public speakers and discussions during the meeting and to make a digital sound recording available after the meeting. The recordings will usually be retained only until the minutes of this meeting have been confirmed.

### **General Information for Members of the Public Attending Meetings**

Aldern House is situated on the A619 Bakewell to Baslow Road, the entrance to the drive is opposite the Ambulance Station. Car parking is available. Local Bus Services from Bakewell centre and from Chesterfield and Sheffield pick up and set down near Aldern House. Further information on Public transport from surrounding areas can be obtained from Traveline on 0871 200 2233 or on the Traveline website at [www.travelineeastmidlands.co.uk](http://www.travelineeastmidlands.co.uk).

Please note that there is no catering provision for members of the public during meal breaks. However, there are cafes, pubs and shops in Bakewell town centre, approximately 15 minutes walk away.

**To: Members of Audit Resources & Performance Committee:**

Chair: Cllr A McCloy  
Vice Chair: Cllr C Furness

Mrs P Anderson  
Cllr A R Favell  
Mr Z Hamid  
Ms S Leckie  
Cllr C McLaren  
Mrs E Sayer  
Cllr F J Walton

Mrs F Beatty  
Cllr D Greenhalgh  
Cllr Mrs G Heath  
Cllr S Marshall-Clarke  
Cllr Mrs L C Roberts  
Cllr Mrs N Turner  
Cllr D Williams

Constituent Authorities  
Secretary of State for the Environment  
Natural England

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## MINUTES

Meeting:	<b>Audit Resources &amp; Performance Committee</b>
Date:	Friday 22 May 2015 at 10.00 am
Venue:	The Board Room, Aldern House, Baslow Road, Bakewell
Chair:	Cllr A McCloy
Present:	Cllr C Furness, Cllr D Birkinshaw, Cllr D Chapman, Mr Z Hamid, Cllr P Harrison, Cllr Mrs G Heath, Mr R Helliwell, Ms S Leckie, Cllr S Marshall-Clarke, Cllr C McLaren, Cllr Mrs N Turner and Cllr D Williams
Apologies for absence:	Mr P Ancell, Mrs F Beatty, Cllr A R Favell, Cllr D Greenhalgh, Cllr Mrs L C Roberts and Mrs E Sayer

### **23/15 MINUTES OF PREVIOUS MEETING 20 MARCH 2015**

The minutes of the last meeting of the Audit, Resources and Performance Committee held on 20 March 2015 were approved as a correct record.

### **24/15 PUBLIC PARTICIPATION**

There had been no requests to make representations to this committee.

### **25/15 MEMBERS DECLARATIONS OF INTEREST**

No declarations of interest were made.

### **26/15 URGENT BUSINESS**

There was no urgent business to report.

### **27/15 INTERNAL AUDIT 2014/15 ANNUAL REPORT (A.1362/7/PN)**

Ian Morton was present on behalf of Veritau, the Authority's internal auditor.

He explained the structure and content of the Internal Audit Annual Report 2014-15 and confirmed that the Auditor's overall opinion about the framework of governance, risk management and control operating in the Authority is that it provides "Substantial Assurance." Staff had responded positively to the Auditor and worked well with them.

An update on the Auditor's quality improvement plan for this year was also available.

The recommendation was moved, seconded, voted upon and carried.

**RESOLVED:**

1. **That the 2014/15 annual report from the internal auditors at Appendix 1 is accepted.**

**28/15 2014/15 QUARTER 4 AND END OF YEAR CORPORATE PERFORMANCE REPORT (A91941/WA)**

Wendy Amis, Senior Performance Officer was present to introduce the report and answer questions from Members, supported by other members of the management team.

In discussing the report on complaints, it was agreed that in accordance with Members' request, officers would in future make it clearer if there had been any change in processes/practice as a result of the complaint investigation to prevent any recurrence of a particular type of complaint. The overall trend of fewer complaints was welcomed but with a note to watch figures for complaints in the "Other Services" columns.

The recommendations were moved, seconded, voted upon and carried.

**RESOLVED:**

1. **That the Quarter 4 Corporate Performance Return, given in Appendix 1, is agreed.**
2. **That the proposed 'Performance during 2014-15: Summary' section, shown as Appendix 2, of the 2014/15 Performance and Business Plan, is approved.**
3. **That the Corporate Indicator Tables 2014/15, given in Appendix 3, for inclusion in the 2015/16 Performance and Business Plan, is approved.**
4. **That the status of complaints and Freedom of Information Requests, given in Appendix 4, is noted.**

**29/15 CORPORATE RISK REGISTER 2014/15 & 2015/16 (A91941/WA)**

Wendy Amis, Senior Performance Officer, was present to introduce the report and answer questions from Members, supported by members of management team and other staff.

The risk in relation to the MoorLIFE bid was acknowledged as significant. The Chair of Audit, Resources and Performance Committee would consider further with the Assistant Director Land Management.

The recommendation was moved, seconded, voted upon and carried.

**RESOLVED:**

**That the Corporate Risk Register 2015/16 as given in Appendix 1 is approved, taking account of the year end position on the 2014/15 Corporate Risk Register given in Appendix 2.**

### **30/15 LEGAL SERVICES – VALUE FOR MONEY REVIEW (AGM)**

Andrea McCaskie, Head of Law, was present to introduce the report and answer questions from Members.

It was noted that the date under “Trend analysis” on page 101 (page 9 of Appendix 1) was incorrect and should be 2009/10.

The Head of Law explained that the Legal Team’s effectiveness, economy and efficiency had been measured via the external standard CIPFA questionnaire. Evidence of customer satisfaction was provided by Heads of Service and case officers and the team discussed ad hoc feedback at its quarterly meetings. In accord with Management Team’s steer, the Legal Team would be reviewing the effectiveness of working with the planning service in 2015/16 as detailed in the continuous improvement plan.

The officer showed how a “mixed economy” approach by the team facilitated flexibility in the delivery of its services, enabling a scaling up and down as needed in terms of using temporary and part-time staff and external contractors.

#### **RESOLVED:**

**That the Legal Services ‘value for money’ continuous improvement plan set out in Appendix 1 is approved.**

### **31/15 EXEMPT INFORMATION S100 (A) LOCAL GOVERNMENT ACT 1972**

#### **EXCLUSION OF PRESS AND PUBLIC**

#### **RESOLVED:**

**That the public be excluded from the meeting during consideration of Agenda Item No. 11 to avoid the disclosure of Exempt Information under S100 (A)(4) Local Government Act 1972, Schedule 12A, Paragraph 3 "information relating to the financial or business affairs of any particular person (including the authority holding that information)".**

#### **PART B**

#### **SUMMARY**

The Committee determined the following item and full details are contained in the exempt minutes:

- Woodlands Disposal Project

32/14 Woodlands Disposal Project (SMcK)

The meeting ended at 12.20 pm

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## MINUTES

Meeting:	<b>Audit Resources &amp; Performance Committee</b>
Date:	Friday 5 June 2015 at 10.00 am
Venue:	The Board Room, Aldern House, Baslow Road, Bakewell
Chair:	Cllr A McCloy
Present:	Cllr C Furness, Mr P Ancell, Mrs P Anderson, Cllr D Birkinshaw, Cllr D Chapman, Mr Z Hamid, Cllr P Harrison, Cllr Mrs G Heath, Mr R Helliwell, Cllr Mrs L C Roberts, Cllr Mrs N Turner and Cllr D Williams
Apologies for absence:	Mrs F Beatty, Cllr D Greenhalgh, Ms S Leckie and Cllr C McLaren

### 33/15 MEMBERS DECLARATIONS OF INTEREST

There were no declarations of interest.

### 34/15 SPECIFIC RESERVES (A.13392/JNF)

The Head of Finance highlighted the three main increases in specific reserves:

- Restructuring
- Information and Communications Technology (ICT)
- Minerals and Legal

The possible demands on the restructuring reserve would be considered further by Members at a workshop in July.

The Head of Information Management would bring reports to the July ARP committee on the Information Management Strategy and proposals to refresh the ICT infrastructure.

It was agreed that a fuller briefing would be arranged by officers for the Chair and Vice Chair of Planning Committee on the schedule of Minerals and Legal reserve and the mitigation in place to deal with risks arising from case work.

The recommendation was moved, seconded, voted upon and carried.

### RESOLVED:

**The Committee notes the objectives set out for each reserve and endorses the current policy.**

### **35/15 2014-2015 OUTTURN (A.137/22/PN)**

The meeting acknowledged the uncertainty over future public sector financing. The Chair commended the report for its clarity and drew Members' attention to the "areas to watch in 2015/16", noting that Cycle Hire was improving.

The recommendation was moved, seconded, voted upon and carried.

#### **RESOLVED:**

**That the Outturn is noted and the slippage requests and specific reserve appropriations shown in Appendix D are approved.**

The meeting ended at 10.30 am

6. **MOORS FOR THE FUTURE PARTNERSHIP – MOORLIFE 2020 PROJECT (SLD / KM / CD)**

1. **Purpose of the report**

**At the time of submitting this report there has been no response from the Commission to indicate if the bid has been successful or not. This report and the MoorLIFE 2020 business plan (Appendix 1) are written in the context of a successful outcome. If successful, authority from Committee will be required to proceed and the purpose of this report is to request authority to proceed in anticipation of a successful outcome. If between now and the meeting the Commission turn down the bid we will remove the report from the agenda.**

2. Following an 18-month bidding operation the European Commission LIFE Nature programme have accepted a bid and its revisions and have made a grant offer for the MoorLIFE 2020 project (ML2020). This offer is made to the Co-ordinating Beneficiary which is the role given to the Authority within the bid. The offer is for 16,046,116 Euros (£12.78m).

**Key issues**

The work concentrates on the conservation and protection of active blanket bog across the South Pennine Moors Special Area of Conservation (SAC). SACs form a significant part of European Natura 2000 sites, which are the priority areas for the LIFE Nature grants.

The bid has been undertaken by a small bidding team funded by this Authority, the utility companies, Natural England and the Environment Agency; (the Authority contributed £10k).

The SAC covers all the moorlands of the Dark Peak and South Pennines, some 650 km<sup>2</sup>, which is widely accepted as the most degraded upland area across Europe. The majority of the ML2020 works take place within the National Park and the project will run for five years.

Severn Trent Water, Yorkshire Water and United Utilities are Co-financers of the project; each are contributing a little over £1m. The Authority is contributing £25k (agreed by RMT) and the other Associated Beneficiaries as set out below are making contributions based on the funds they will receive.

The implementation of this project will bring significant investment into the moorland landscape of the Peak District and South Pennines. It will be implemented by the Moors for the Future Partnership team and will include the RSPB, National Trust and Pennine Prospects as Associated Beneficiaries who will also be responsible for delivering aspects of the work.

The Moors for the Future Partnership has delivered approximately £22m. of work since its inception. The team are presently delivering the closing stages of the present LIFE project (MoorLIFE) which is viewed as a well set up and well managed project by the Commission. MoorLIFE 2020 will be the largest grant ever given to a UK conservation project by the LIFE Programme.

The team have reviewed the project and programme management process and are continually improving this to increase the effectiveness and efficiency of delivering projects.

The attached ML2020 Business Plan shows how the finances and business risks will be managed in delivering the project.

3. **Recommendations**

1. **That the Audit Resources and Performance Committee supports the MoorLIFE 2020 Business Plan and accepts the grant from the Commission.**
2. **That the contracting details with the Commission, the Co-financers and the Associated Beneficiaries will be signed by the CEO in consultation with the Moors for the Future Partnership Manager, the Chief Finance Officer and the Head of Law.**
3. **That the Authority may, subject to compliance with its procurement standing orders, enter into contracts for the delivery of the business plan.**

4. **How does this contribute to our policies and legal obligations?**

The conservation and enhancement of biodiversity and the landscape, the contribution to the Authority's climate change obligations and enhancement of ecosystem services will all benefit from this project. AS such, the strategic fit of ML2020 is relevant to the present Peak District National Park Management Plan strategic themes which will support the delivery of the National Park Management Plan. It also fits with the longer term vision for the Peak District National Park and the Authority's new corporate plan.

In particular the project will contribute to the following items in the present Management plan:

Action DL1.2 – Deliver conservation on a landscape scale through a diverse range of models, in keeping with Landscape Character Assessment and supporting adaptation to climate change.

Action DL1.3 – Ensure that the conservation and enhancement of landscape character areas extends beyond the national park boundaries.

Action DL3.1 - Conserve and enhance biodiversity by continued action for priority habitats, sites and species within the national park in line with the Biodiversity Action Plan.

Action DL 3.4 - Focus on the natural environment, ecosystem services and the part we play in these systems, through integrated action and fostering greater understanding.

Action DL 3.5 – Manage river water quality and supply within the national park.

Action DL 4.2.1 - Protect and enhance the storage of carbon through blanket bog stabilisation and restoration.

Action DL4.2.2 – Research and demonstrate the role of peat/soil in water storage and water flow risk management, and carbon storage and management within the national park.

5. **Background**

Building on the success of MoorLIFE the Moors for the Future Partnership team have identified a further opportunity and have made a second application to the European Commission's LIFE Nature Programme. MoorLIFE 2020 builds on the existing Moors for the Future Partnership and its successful track record for delivery. It will deliver works across the SAC to protect active blanket bog including engagement initiatives to

encourage best management practice and raise the public awareness about critical issues, especially the danger of fires.

### **Project Description**

The aim of this project is to conserve and protect the EU priority habitat Active Blanket Bog within the South Pennine Moors Special Area for Conservation (SAC) and the ecosystem services it provides. Project objectives address the priority threats to active blanket bog identified for this SAC in the 'Improvement Programme for England's Natura 2000 Sites' project. Prioritising works within Water Safeguard Zones, MoorLIFE 2020 will:

- 1. Protect the integrity of approximately 9,500ha of active blanket bog (through the implementation of best practice and development of techniques).**
- 2. Increase the resilience of 8,500ha of active blanket bog habitat.**
- 3. Safeguard Active Blanket Bog through: promotion of land management appropriate to its protection; responsible enjoyment; and reducing the threat of wildfire.**

The project consists of the following partners:

Peak District National Park Authority – Co-ordinating Beneficiary

United Utilities – Co Financer

Severn Trent Water – Co Financer

Yorkshire Water – Co Financer

National Trust (Marsden Moor Estate and High Peak Estate) – Associated Beneficiary

RSPB (Dovestones Estate) – Associated Beneficiary

Pennine Prospects – Associated Beneficiary

The programme of work and contractual arrangements with the project partners will be formally documented prior to the Authority accepting the grant offer from the Commission.

## **6. Proposals**

The proposal here is for the Authority to accept the grant from the Commission for MoorLIFE 2020 in consideration of the information provided in the attached business plan. As such the following actions are proposed:

1. Confirm and complete contractual arrangements with the project partners and in doing so ensure that all the costs of running the project which sit outside the delivery budget are covered (our experience of running the previous LIFE project tells us that there is likely to be a supervisory and administrative function required of the Programme Team. We will not be able to resource this from the project budget and may require the partners to commit to fund this separately).
2. Conform and complete contractual arrangements with the Commission.
3. Set up the governance mechanism.
4. Set up the supporting infrastructure.
5. Recruit the team and start up.

7. **Are there any corporate implications members should be concerned about?**

The execution of LIFE projects is very tightly monitored and managed through processes which the Commission set down. This and the significant experience of the team in running previous large projects, governed by Standing Orders, gives a confident background to the management of this project. There are Corporate, Partnership and delivery risks associated with this large project and these are mitigated within the attached Business Plan.

The Chief Finance Officer will give instructions to the Moors for the Future team as to how these financial risks will be managed, in particular with reference to the exchange rate risks outlined in the Business Plan.

8. **Financial**

The financial management of the project places cash flow and currency demands on the Authority which are detailed in the business plan.

9. **Appendices**

Appendix 1: The MoorLIFE 2020 Business Plan – 2015 - 2021

**Report Author, Job Title and Publication Date**

Christopher Dean, Partnership Manager, Moors for the Future Partnership, 9 July 2015



**MoorLIFE 2020**

**Business Plan 2015 - 2021**

**Peak District National Park Authority  
and Partners**

## 1. Executive Summary

Building on the success of the current LIFE funded MoorLIFE project (completion date: September 2015); in October 2014 the Moors for the Future Partnership team submitted a proposal to the European Commission for a successor project to continue to conserve and protect the Active Blanket Bog within the South Pennine Moors Special Area for Conservation (SAC).

The LIFE Programme (2014 – 2017) offers a major funding opportunity for nature conservation projects of European significance. The successor to the LIFE+ Programme (under which the current MoorLIFE project is funded) will invest €1.4 billion over the lifetime of the programme.

At a value of €16.05m (£12.8m), the project is one of the largest approved by the Commission and is the largest offered to a UK project. The project will work on over 30 sites across the SAC (66% of which are within the Peak District National Park boundary, please see Annex 4 for more detail) and alongside capital works, will engage with land managers and owners, visitors, young people and local communities about the value and importance of Active Blanket Bog. A more detailed description of the project actions, partners and outputs can be found in Annex 6.

## 2. Strategic Context for the Peak District National Park Authority

### 2.1 National Park Management Plan 2012 - 2017

The project area is within the South Pennine Moors Special Area of Conservation. The MoorLIFE 2020 project will contribute to a number of National Park Management Plan delivery outcomes, specifically:

**A diverse working and cherished landscape (DL)** DL1 The diverse national park landscapes will adapt to challenges whilst retaining their special qualities and natural beauty

DL3 The richness of the natural environment will be conserved, restored and enhanced so that wildlife can thrive, ecological systems continue to improve and its diverse geology is retained and valued.

DL4 Greenhouse gas emissions will be reduced and a healthy national park will adapt to the effects of climate change.

### **Thriving and vibrant communities (TV)**

TV2 Communities and individuals will feel inspired to live sustainably and help shape the place they live in.

### **A welcoming and inspiring place (WI)**

WI3 Visitors and residents will be inspired to act in a way that sustains the environment and the special qualities of the Peak District.

### **An enterprising and sustainable economy (ES)**

ES1 Profitable farming, through food production, land management and farm based business, will promote and contribute to the special qualities of the national park, and is recognised as essential to its character and health.



**ES3** The Peak District landscape will be managed by farmers and other land managers to increase the potential economic return from public goods, such as clean water, carbon storage and renewables.

The project also fits with the longer term vision which extends into the future beyond the present plan. The project will also contribute to the Authorities new corporate plan contributing to the conservation and enhancement of biodiversity and the landscape, the contribution to the Authorities climate change obligations and enhancement of ecosystem services. As it is widely accepted that the degradation of the Dark Peak and South Pennine moorlands is an environmental catastrophe on many levels, recognised nationally and across Europe, it would always be a high priority for the Authority in any future plans.

## **2.2 National and key external drivers**

### Habitats Directive

Established under this Directive, Natura 2000 is the largest protected area system in the world, covering 18% of the EU land area. Blanket bog is a primary reason for the selection of 50 sites in the Natura 2000 network, covering a total area of over 350,000ha, of which the South Pennine Moors (SPM) SAC covers 64,983 ha (18.5%).

Active Blanket Bog is recognised as a priority habitat for nature conservation action under the Habitats Directive. In Europe, active blanket bog is restricted to just the United Kingdom, Ireland, south-west Iceland and western Norway. Between 1.9 and 2.7 million ha of blanket bog occurs in Britain, of which 215,000ha (8–11%) is in England.

The South Pennine Moors SAC contains over a quarter (25.6%) of the active blanket bog represented within English SACs and 7.6% of the active blanket bog within Britain's SACs. Active blanket bog habitat represents 42.1% (27,423ha) of the area of the South Pennine Moors SAC. The 'global grade' of this blanket bog being grade B - excellent examples that are significantly above the threshold for SSSI/ASSI notification.

The quality and importance of the SPM SAC Blanket Bog habitat are defined in the SPM Natura 2000 Data Form: 'this is considered to be one of the best areas in the United Kingdom'.

The English Annex of the PAF (prioritised action framework) has identified action on blanket bog as a priority measure for Natura wetland habitats and species. The project will both restore the active bog (42% of SAC) and prevent further loss by preventing erosion of inactive and degrading blanket bog. It will also safeguard the habitat surrounding the SAC.

Without intervention, this priority habitat would remain in unfavourable condition and continue to degrade.

The South Pennines SAC has been identified as an important part of the EU suite for blanket bog habitats because of the significance of the UK National resource within the European resource. The United Kingdom and Ireland have special responsibility for the conservation of these bog types as they are severely restricted in distribution on both a worldwide and European scale. For this reason it is considered vital to retain all extensive examples of the habitat.

Furthermore the South Pennine Moors blanket bog is considered of particular importance because published studies indicate that it is amongst the oldest with peat accumulation commencing 9,000 years b.p.; today the site stands as the south eastern edge of the great mass of upland peatland

along the Pennine chain, with the effective limit of large scale blanket peat formation falling within the boundary of the site (possibly marking the natural extent of the formation).

The blanket bog within the South Pennine Moors is an extensively studied feature revealing a history of disturbance; the site has yielded much information about peatland formation, its degradation and the reformation of peat following disturbance. This places the site at the forefront of locations to help understand past climate, environmental degradation, natural recovery and future climate change impacts.

#### Water Framework Directive (WFD)

The Natura 2000 site covered by this project is classified as a Protected Area under Annex D (Protected Area Objectives) of the Humber RBMP. The WFD status objectives apply in addition to the requirement to maintain or restore favourable conservation (under the Habitats and Birds Directives).

The South Pennine Moors SAC and the South Pennine Moors Phases 1 & 2 SPA are classified as water dependent and are currently in unfavourable condition due to their failing hydrology and morphology, attributable to drainage of the moors.

This project will deliver the required actions in one of the 26 water dependent SACs and two of the seven water dependent SPAs within the Humber RBMP. None of the three Protected Areas currently meet the required environmental objectives.

#### Favourable Condition Status (South Pennines & Dark Peak SSSI)

The Condition Status of Dark Peak and South Pennine Moors SSSIs are shown below:  
(Compiled by Natural England August 2014)

<b>Condition Status</b>	<b>Dark Peak</b>	<b>South Pennine Moors</b>
<b>Area (ha)</b>	<b>31,853</b>	<b>20,939</b>
<b>No. units</b>	<b>246</b>	<b>164</b>
<b>% Area favourable</b>	<b>4.33</b>	<b>1.16</b>
<b>% Area unfavourable recovering</b>	<b>93.90</b>	<b>94.63</b>
<b>% Area unfavourable no change</b>	<b>1.77</b>	<b>4.21</b>
<b>% Area unfavourable declining</b>	<b>0.00</b>	<b>0.00</b>
<b>% Area destroyed / part destroyed</b>	<b>0.00</b>	<b>0.00</b>

#### South Pennine Moors SSSI

This site forms part of the Southern Pennines it is the largest area of unenclosed moorland within West Yorkshire. Extensive areas of blanket bog occur on the upland plateaux and are punctuated by species rich acidic flushes and mires. Three habitat types which occur on the site are rare enough within Europe to be listed on Annex 1 of the EC habitats and Species Directive. This mosaic of habitats supports a moorland breeding bird assemblage which, because of the range of species and number of breeding birds it contains, is of regional and national importance. The large numbers of breeding Merlin, Golden Plover and Twite are of international importance.

#### Dark Peak Moors SSSI

The main moorland area of the Peak District, known as the Dark Peak, lies to the North of the central limestone dome of the White Peak and extends to the boundary of the National Park.

This is wild, open and more or less continuous moorland, predominantly at an altitude of 400–600 m and broken only by Trans Pennine roads from Manchester to Sheffield. Blanket peat stretches the

length and breadth of the Dark Peak. The present extent of peat was probably reached some 4,000 years ago and the Dark Peak peats being both old and deep display erosion which may be in part a natural, cyclical process that has been occurring on and off, since the onset of peat formation. Degeneration of the peat to an erosion complex has been accelerated by man-induced factors including pollution, burning and over-grazing. Blanket mire vegetation is particularly susceptible to atmospheric pollution from the surrounding cities. Atmospheric pollution has led to the loss of practically all bog mosses Sphagnum. Once vegetation has been lost and the peat exposed, erosion and oxidation of the peat inhibit plant recolonisation.

### **3. Implementation and Delivery**

#### **3.1 MoorLIFE 2020 Operational Area – see Annex 4.**

#### **3.2 Governance & Delivery**

##### Steering Group & Project Assurance

The project will be governed by a project steering group as set out in the Moors for the Future Partnership Terms of Reference. All the Co-financiers, Associated Beneficiaries and the two regulatory advisors (Environment Agency and Natural England) will have a seat on the steering group. This will be chaired by the Co-ordinating Beneficiary. The ML2020 Project Manager will act as secretary for the steering group.

The financial proceedings will follow the Authority's Standing Orders and the project will be managed using the project management toolkit which the Moors for the Future team have developed. Within this the RID log (risks, issues and dependencies) and the project plan will be reported by exception to the project steering group.

The commitment and delivery expectations placed upon the Co financiers and the Associated Beneficiaries will be set out in formal agreements (please see Annex 2 & Annex 3 for further details) as part of the grant acceptance. The delivery expectations on the Associated Beneficiaries will also be managed through the project steering group arrangement and by the ML2020 project Manager.

##### Staffing

The team delivering the MoorLIFE2020 Project will consist of

Project Manager

Project Administrator

Technician (part time)

Contracts Manager (part time)

Land Management Adviser

Senior Conservation Works Officers

Conservation Works Officers

Conservation Works Assistants

Senior Monitoring Officers

Monitoring Officers

Senior Communications Officer\_(part time)

Digital Communications Officer (part time)

Media/Events Communications Officer (part\_time)

Engagement Officer (part time)

The above posts will be supported by casual pools of Administration Assistants, Airlift Assistants, Communications Officers and Research Assistants who will be employed during periods of specific demand eg summer vegetation monitoring, airlifting and events.

An organisation chart is attached at Annex 8 showing how the project posts will fit into the current Moors for the Future Partnership staff teams.

Recruitment to the posts will take place immediately the Grant Agreements have been signed.

### 3.3 Grant Payment and Cash Flow

The longevity and scale of the project has implications for the cash flow position of the Authority which are addressed below. The grant payment draw-down schedule is below - see Cash Flow Forecast Annex 5.1 for details:

Payment No.	% of total grant	Payment terms
<i>Prepayment</i>	30%	<i>Paid within 45 days of signing grant agreement</i>
Claim 1 31/05/18	20%	Paid within 105 days of receipt of satisfactory mid term report and claim 1. Subject to at least 100% of Grant Payment 1 being used
Claim 2 30/09/19	20%	Paid within 105 days of receipt of satisfactory mid term report and claim 2. Subject to at least 100% of Grant Payment 2 being used
Final Claim 28/02/21	30%	Paid within 105 days of receipt of satisfactory final report and final claim

**Table 1 – Grant payment schedule**

The projected Cash Flow for the period of the Project is at Annex 5.2, however the scale of the project and the potential variances to the year-on-year budget mean absolute accuracy at the outset of the project is challenging. Whilst the risks associated with MoorLIFE 2020 are analysed (Annex 7), the following elements are key areas of risk management:

- The Authority's contribution to the project is £25,000. The Authority, via Moors for the Future Partnership, will be delivering £11,607,982 of the project actions. The remainder (£1,174,412) will be delivered by three Associated Beneficiaries; National Trust, Pennine Prospects and RSPB. In total the Associated Beneficiaries will contribute £130,249 to the Project.
- Co-financers (Severn Trent Water, United Utilities, Yorkshire Water Services) will contribute £3,065,425 in total to the Project.
- Co-financers and Associated Beneficiaries will make their contributions in equal instalments over a five year period.
- The Authority will make claims on behalf of all the beneficiaries. The Associated Beneficiaries will receive (via the Authority) 30% of the value of their individual actions when the prepayment request is granted. Thereafter they will carry out activities and make their own expenditure. The Authority will make claims according to the schedule (see Table 1 above) for total expenditure associated with all activities. When the claim is paid the Associated Beneficiaries

will be reimbursed according to their expenditure. This reduces the Authority's borrowing and minimises the risk of reduced payment being made to the Associated Beneficiaries.

- Cash flow may be affected (adversely or beneficially) by differences in the work programme due to bad weather, availability of materials and/or contractors to carry out work, and consequently expenditure. These are explored in Section 3.5
- Monitoring will be undertaken on a monthly basis as claims are made based on the exchange rate on the first working day of the month. Therefore any adverse changes to the exchange rate will be detected and mitigation investigated (This is explored in section 3.5)
- Exchange rate fluctuations may well affect cash flow as the amounts claimed and reimbursed by the EU are in Euros. The exchange rate is determined by the rate which is applied by the European Central Bank on the first working day of each month in which the expenditure is paid. A currency strategy (Section 3.4) giving parameters and coping mechanisms to deal with fluctuations in the exchange rates between the two currencies has been developed by National Park Authority officers and is presented below.

### **3.4 Exchange Rate Strategy**

#### Background

The sterling:euro exchange rate is one of the key economic factors which will need to be carefully monitored and managed during the duration of the project. The risk of adverse exchange rate movements is not borne by the partners and is assumed by the National Park Authority as the accountable body and "Co-ordinating Beneficiary". The size of the project means that the risk is significant and potentially disabling to the Authority's financial position without the mechanisms outlined here.

#### Purpose of the Strategy

To ensure that the risk attached to significant variations in the euro:sterling exchange rate over the duration of the project is managed.

#### Contribution of Partners

The co-financiers' contributions are set out in the contract and are defined as annual contributions payable in sterling fixed at the date of the contract. Payments under these contracts therefore are fixed in sterling and it is clear that the partners are not underwriting any exchange rate risk.

#### How the Exchange Rate Risk arises

- It is assumed that the sterling budget has been correctly drawn up and properly matched to the project outcomes, so is capable of being delivered to budget in the first place.
- In the UK the project budget is carried out in sterling, so after partners' sterling contributions are accounted for, this leaves a net £ expenditure which the Authority needs reimbursing from the grant aid offered.
- The grant offer however is drawn up in euros and is based on a % of eligible expenditure, denominated in euros, incurred by the project and formally claimed.
- The claims are translated based on the official exchange rate on the 1<sup>st</sup> working day of each month (for each previous month); the total project expenditure in euros at the end of the project then determines how much euro grant can be claimed (but not more than the maximum originally allocated).
- The grant is drawn down in four slices, 30% at the start, 2 x 20% payments during the project, and the balance at the end.

- It is the variation between what can be claimed, based on the monthly exchange rate movements, and when the grant slices are paid (depending on what the exchange rate is at date of receipt) which leads to the exchange rate risk.
- This variation can be part managed by holding the euro grant received in advance and drawing it off into sterling monthly (but the Treasury Management implications of holding the grant with Barclays only would need to be squared), and finally with forward contracts hedging the other grant slices.

#### Sensitivity of the Project to exchange rate risk

The Sterling:Euro exchange rate has been very volatile over the last 10 years with fluctuations in the five years before the first Moorlife project of 1.02 – 1.5; and fluctuations within the five year period of the project between 1.12 and 1.41. The rate at bid submission was 1.16.

Barclays current 1 year forward rate to 2nd quarter 2016 is 1.49.

The current exchange rate at date of publication is in the region of 1.40.

Modelling exchange rate scenarios between 1.00 and 1.80 (40 each way from current rate), and assuming perfect matching with the above hedging mechanisms, would still leave a potential sterling deficit of between £355,000 and £1.5m at the two extremes.

Adopting a sterling capped budget of £1.5m less than the potential sterling budget of £12.78m eliminates the risk under both scenarios and therefore an internal sterling budget of **£11.28m** needs to be set and the outcomes set out in the bid need to be capable of being achieved within this limit.

This sterling limit may be increased during the project if the CFO considers that the exchange rate experience is more benign or has been satisfactorily hedged; therefore there needs to be a mechanism to allow for this additional expenditure to be identified and flexed in later years of the project, if it is capable of being confirmed by the CFO.

### **3.5 Expenditure Strategies**

#### **The expenditure profile for the project is attached as Annex 5.1**

Due to the large scale of works that is proposed through MoorLIFE 2020, it is possible for us to reduce the “quality” of the project without affecting the scope. This is a process which we undertake regularly through our delivery of all projects. During the MoorLIFE project, we had similar exchange rate variations to manage, which have been undertaken successfully to date. During the project development process we have included contingencies in order to mitigate for price fluctuations, particularly for commodities.

The Key Performance Indicators for the project relate to the areas treated, not to the amount of material that will be used. In addition, we have submitted material amounts to achieve the work proposed which include a contingency.

As an example of how we would undertake this, by undertaking soil testing, we can assess whether all of the lime and fertiliser treatments are required, the funds granted assume that this will be the case but it is likely that they may not need to be. For example, if we reduced the described amounts from 1000kg/ha of lime to 900kg/ha of lime we could reduce the amount of lime and associated application costs by over £70,000. By undertaking more accurate ground-truthing of bare peat areas, we may also be able to reduce the amount of heather brash required, which would save over £67 per bag of brash removed. Both of these reductions will reduce the effectiveness of the

whole treatment by a small amount and is unlikely to have a significant effect on the treatment area as a whole.

In addition, we will have an on-going conversation with the LIFE programme team, in the light of developments that happen in this project and the wider peatland conservation environment, in order to ensure that we are still delivering the outputs of the project as efficiently as possible.

#### **4. Risk analysis**

The full risk assessment is appended in Annex 7. It is split into Partnership Risks, Corporate risks and Delivery Risks.

##### **Significant Partnership Risks**

- Programme management support
- Associated beneficiary and Co-financers contract deadlines and resource supply

##### **Significant Corporate Risks**

- Cumulative financial risk across MFFP portfolio
- Currency exchange risk
- Programme and Project management
- Providing appropriate accommodation and facilities for the delivery team

##### **Significant Delivery risks**

- There are a large number of these in the attached assessment and another 40 attached to the specific delivery actions in the bid. With the long standing delivery experience of the programme team these are all mitigated but it is worth noting that should mitigation fail these risks could escalate to a partnership or corporate risk.

## **Annexures**

**Annex 1: Summary of the Grant Agreement (Report by D Shaw)**

**Annex 2: Co-Financers Agreement**

**Annex 3: LIFE Partnership Agreement**

**Annex 4: MoorLIFE 2020 Operational Area**

**Annex 5.1: Cash Flow Forecast**

**Annex 5.2: Cash Flow Chart**

**Annex 6: Project Description**

**Annex 7: Risk Assessment and Management**

**Annex 8: Moors for the Future Organisational Chart**



## **Annex 1:**

### **MOORLIFE 2020**

#### **Preliminary Report on Obligations and Responsibilities – Coordinating Beneficiary and Associated Beneficiaries**

#### **OBLIGATIONS OF ALL BENEFICIARIES**

##### **Legal and Administrative Provisions**

1. General obligations
  - All Beneficiaries are jointly and severally liable for the implementation of the Project
  - Beneficiaries must:
    - o make 'appropriate internal arrangements' for the implementation of the Project (including – if required a formal agreement)
    - o Maintain accounts and ensure all invoices issued by each Beneficiary makes reference to the Project
    - o Not act as a subcontractor to any other Beneficiary
    - o Contribute financially to the Project – no further detail is provided in the General Conditions – it is assumed that this will be contained in the draft Grant Agreement
  
2. **Liability**
  - The EU is not liable for any damage suffered by any Beneficiary
  - (Save in case of Force Majeure) all Beneficiaries are liable to the EU for any damage suffered by it resulting from the Project or because the Project is implemented badly or late.
  - If a Beneficiary has committed substantial errors/fraud penalties may be imposed by the EU (on prior notice)
  
3. **Conflict of Interest**
  - Beneficiaries must take all measures necessary to prevent conflicts arising which would cause a detrimental effect on the Project
  - If a situation is likely to cause a conflict of interest:
    - the EU must be notified
    - the relevant Beneficiary must take 'all necessary' steps to rectify it
  
4. **Confidentiality**
  - Beneficiaries must preserve the confidentiality of documents and information explicitly indicated as confidential
  - Beneficiaries may only use such information in connection with the Project
  
5. **Data Protection**
  - Beneficiaries must adopt appropriate measures to protect and secure personal data (including its storage, recording and processing)
  - Processing of personal data must be under the supervision of the External Monitoring Team and in accordance with EU regulations
  
6. **Visibility of Funding**
  - All communications/publications relating to the Project must indicate that the Project has received EU funding and display the relevant logo
  - Beneficiaries must erect and maintain notice boards describing the Project at locations where the Project is implemented
  
7. **Intellectual Property Rights (IPR)**
  - All IPR resulting from the Project vests in the Beneficiaries. However, Beneficiaries must ensure this IPR is available for use throughout the EU

- A Beneficiary's rights to any IPR that it brings to the Project are protected provided they are disclosed to EU before the Project begins

#### **8. Project contracts**

- All contracts must be awarded to the tender offering best value/lowest price. Tendering procedures must comply with the principles of transparency and equal treatment and (if let by a public body) EU and national procurement procedures. All contracts over 130 Euros must be tendered on an open tendering procedure.
- The relevant Beneficiary has sole responsibility for the contract

#### **Financial Provisions**

##### **9. Checks audits and Evaluation**

- All Beneficiaries have a duty to keep original documents, accounts and tax records for 5 years from the date of the final payment (although the Coordinating Beneficiary is responsible for responding to requests for information by EU)
- All Beneficiaries must co-operate and assist with on the spot visits by EU.

#### **OBLIGATIONS OF COORDINATING BENEFICIARY (PDNPA)**

##### **Legal and administrative provisions**

##### **1. General obligations**

- Monitor that 'the Project is implemented in accordance with the Grant Agreement'
- Complete an agreement with Associated Beneficiaries setting out their technical and financial participation in the Project (further detail awaited)
- Be an intermediary for all communications between Beneficiaries and the EU including:
- Providing EU with information provided by Associated Beneficiaries under point 1 below and (if appropriate) also take measures to 'persuade' third parties to desist
- Being responsible for providing all information to EU (and verifying information from another Beneficiary)
- Arranging for any financial guarantees required
- Being responsible for making requests for payment and paying all payments due to Beneficiaries
- Providing all necessary documents for checks and audits
- Retaining all supporting documents provided by Associated Beneficiaries for at least 5 years after payment of the balancing payment

##### **2. Communications**

- Must communicate with the External Monitoring Team before (or at least in parallel with) EU

##### **3. Visibility of funding**

- Must create a website for dissemination of Project activities, progress and results

##### **4. Amendments to Agreement**

- Only the Coordinating Beneficiary may request amendments to the Grant Agreement

##### **5. Suspension of Implementation of the Project**

- By Coordinating Beneficiary: Sole right to request suspension (on behalf of Beneficiaries) in exceptional circumstances
- By EU: if there are substantial errors/fraud/failure to comply with the Agreement.
- The Coordinating Beneficiary must co-ordinate any response to an EU notice to suspend and deal with any subsequent amendments to the Agreement required

##### **6. Termination of Agreement**

- By Coordinating Beneficiary:

May only be terminated by the Coordinating Beneficiary (on behalf of the Beneficiaries) on notice to EU

- The Coordinating Beneficiary may terminate the participation of a particular Beneficiary if:
- on the request of that Beneficiary
- on behalf of all Beneficiaries
- with prior notice and approval of EU

#### **By EU:**

#### **The EU may terminate the Agreement or a Beneficiary's participation if:**

- change in status of a Beneficiary
- termination of a Beneficiary from the Project
- non implementation/compliance of the Agreement or Project
- frustration (caused by Force Majeure)
- insolvency/misconduct/non-payment of taxes etc.

#### **Financial Provisions**

##### **7. Technical and financial reporting**

- The Coordinating Beneficiary must submit all reports to EU including final technical and financial reports

##### **8. Suspensions of Payments**

- EU may suspend payments for all or any of the Beneficiaries if there is a substantial error/fraud or breach of obligations of this Grant Agreement or any other EU related grant. The Coordinating Beneficiary is responsible for responding to and co-ordinating the response to the breach and dealing with EU concerns

##### **9. Recovery of payments by EU**

- Coordinating Beneficiary is responsible for paying any money reclaimed by EU as a result of breach of the Agreement even if it is not the original recipient (EU may also recover direct from the individual Beneficiary)

#### **OBLIGATIONS OF ASSOCIATED BENEFICIARIES**

##### **Legal and administrative provisions**

##### **1. General obligations**

- Inform the Coordinating Beneficiary of:
- Any change likely to affect or delay the implementation of the Project/any other LIFE Nature or Biodiversity Projects or any activity likely to have a significant impact on sites targeted by the Project. If appropriate the Beneficiary must take measures to 'persuade' such third parties to desists
- any change in its legal/financial/technical/organisational or membership (or of any affiliated entity)
- Submit to the Coordinating Beneficiary 'in due time':
- data needed for reporting/financial statements or documents generally
- documents necessary for EU audit checks
- any other information required by EU

##### **Financial Provisions**

None save for those relating to all Beneficiaries set out above

External Monitoring Team

To assist the implementation of the Project

The Team's advice and decisions do not bind EU

**Annex 2:**

**Peak District National Park Authority/[Co-Financer]  
Co-financing Agreement relating to the European Commission Contract  
Decision No: Life 14 NAT/UK/000070 (Life Nature & Biodiversity Projects)**

**1 The Parties to this agreement:**

This agreement is between the Peak District National Park Authority ('the Authority') of Aldern House, Baslow Road, Bakewell, DE45 1AE, UK on the one part

and  
[Co-Financer] (“the Co-Financer”) of [ ] on the other part.

**2 The Project Title:**  
**MoorLIFE 2020** (hereinafter called ‘the Project’).

**3 The Beneficiaries**

3.1 The term ‘**the Co-ordinating Beneficiary**’ applies to the Authority in its role as the proposer of the Project and the organisation that has contracted with the European Commission to implement the Project as set out in the Application for Funding Document (October 2014) (‘the **Application for Funding**’). This document is attached to this agreement at Annex 1.

3.2 The term ‘**the Associated Beneficiaries**’ applies to those organisations referred to as such in the Application for Funding being those organisations that will assist the Co-ordinating Beneficiary in implementing the Project

**4 The Co-financers:**

The **co-financers** to the Project are Severn Trent Water, United Utilities and Yorkshire Water (‘**the Project Co-financers**’) who are covered by separate Co-financer Agreements with the Authority. The Co-ordinating Beneficiary, the Associated Beneficiaries, the Project Co-financers and the European Commission are together called “the Project Partners”.

**5 The Project costs:**

The total cost of the Project is estimated to be €16,046,116 Euros.

**6 The Grant funding from the European Commission:**

**6.1** The Project overall has qualified for grant assistance from the European Union LIFE Nature & Biodiversity Programme (‘**the Grant**’). The Co-ordinating Beneficiary has accepted the terms of the Grant including the Common Provisions (copy in Annex 2 attached) (‘the **Common Provisions**’) received from the European Commission (European Commission Decision No. LIFE14 NAT/UK/000070) on behalf of all the Project Partners, which provides for grant aid up to a total of Euros €12,034,587 which equates to 75% of the total budgeted cost of the Project. If the total actual expenditure is less than the total budgeted for then the Grant will provide for grant aid up to a total of 75% of this lower figure.

**6.2** The Grant, subject to all the applicable requirements and regulations of the European Commission, will be paid by the European Commission to the Co-ordinating Beneficiary in three stages: an Advance payment equivalent to 30% of the maximum Community financial contribution (€2,876,106); two interim payments of up to 20% of the total amount of contribution; and a Final balance payment.

## **7 Contribution of Co-Financer Cash Payment to the Authority**

### **7.1 Nature and timing of contribution**

[The Co-Financer] will make a total payment of £xxxx to the Authority being the equivalent of their commitment of xxx€ as stated in the Application document, Co-Financer Commitment Form A6/3. This contribution is to enable the Project to be executed in general.

The payment(s) will be made in accordance with the following schedule: TBC

<u>Date due</u> <i>(Financial Year beginning)</i>	<u>Amount</u>
April 2015	£xxxx
April 2016	£xxxx
April 2017	£xxxx
April 2018	£xxxx
April 2019	£xxxx

The Authority will submit invoices to **the Co-Financer** bearing the required Project References in keeping with this schedule.

### **7.2 Retraction of Cash Contribution and reimbursement of payment**

In the event that the Project fails to be executed, or a specific Action as set out in the Application document is not completed as a result of delayed performance or/and non-performance by the Authority or Associated Beneficiaries of any of their respective obligations arising from the Project, **the Co-Financer** will be reimbursed with all or a part of its financial contribution, having regard to the nature and the scale of the work carried out before the date of termination of the Project.

### **7.3 Accounts and supporting documents justifying expenditure**

The Authority agree to provide copies of the Progress Reports, interim and final Technical and Financial Reports as specified in the Application document in order for **the Co-Financer** to be fully informed of progress.

## **8 Contribution of "Other" support to the Project by the Co-Financer**

### **8.1 Project Steering Group Member**

**8.1.1 The Co-Financer** agrees to be a member of the Project Steering Group, providing guidance and authorisation for actions to enable the Project to be completed successfully and within the terms and conditions of the Co-ordinating Beneficiary's contractual obligations to the European Commission

**8.1.2 The Co-Financer** agrees to read relevant documents and attend Steering Meetings as required and as appropriate to fulfil their role on the Steering Group.

## **9 Publicity of Community and Co-Financer Support**

**9.1 The Authority** agrees to acknowledge in the proper way the support given by the European Commission and Co-financiers in all the documents it may produce in the framework of the Project, in particular books, brochures, press releases, DVDs, software etc. and to use the LIFE logo and Natura 2000 logo that have been designed for this purpose, with Co-financer Logos or Project "brand" device.

**9.2 The Authority** agrees, in relation to their part of the Project, to erect and maintain notice boards describing the Project at strategic places accessible to the public and to use the required logos on them.

**9.3 The Authority** agrees, in relation to their part of the Project, to publicise the Project and its results, in particular with the media, and to mention the European Commission and Co-financer support and to provide details of such media/publicity work in each activity report as required by the European Commission Common Provisions.

**9.4 The Co-Financer** agrees to keep the Authority fully informed, and in good time, of any seminars and public conferences that it may organise in relation to the Project, as the Authority is under obligation to invite the European Commission to all such events.

## **10 The Project Obligations**

### **10.1** On signing this agreement **the Co-Financer** agrees:

**10.1.1** To fulfil their part of the Project and within the deadlines as set out in the Application for Funding. **The Co-Financer** shall inform the Authority, without delay and with full details, of any event that is liable to prejudice the performance by **the Co-Financer** of their part of the Project or of any fact matter or thing which may otherwise delay or prejudice the performance of the Project in any way. Both the Authority and **the Co-Financer** shall agree together on the measures to be taken and the Co-Financer will immediately take remedial action as the parties shall agree.

**10.1.2** it will comply in all respects with the roles and obligations of Co-financers in the Common Provisions and the other requirements of the Project and it shall use best endeavours not to place the Authority or any other partner in default of any of its obligations to the European Commission, to any of the other Partners and otherwise in relation to the Project, and will provide all information, documents, reports and other assistance in connection with the Project at the time requested by the Authority to enable it to fulfil its obligations under the Project.

**10.2** **The Co-Financer** will provide the Authority with full information and assistance and perform all acts and do all things necessary to remedy any breach of this Agreement to the Authority and the European Commission's satisfaction immediately following receipt of any notice from the Authority or the European Commission notifying it that it has failed to honour one of the obligations under the Project. **The Co-Financer** will also upon termination of the Project by the European Commission immediately upon request by the Authority provide full comments information and assistance in order that the Authority may request the European Commission to confirm/amend its decision in accordance with the Common Provisions.

**10.3** If **the Co-Financer** reasonably believes at any time that a substantial modification is or may be required to the Project, it shall discuss the same with the Authority without delay, and shall co-operate with the Authority in order to raise the same with the European Commission at the Authority's discretion.

**10.4** **The Co-Financer** undertakes to preserve the confidentiality, within the terms of the Freedom of Information, Environmental Information Regulations, of any document information or other material communication to it in confidence.

**10.5** This agreement will form part of the overall partnership framework agreements between the Authority, the Project Co-financers and the Project Partners and **the Co-Financer** governing the management of the Project.

## **11 Termination**

**11.1** the Authority may terminate this agreement at any time by serving two months' formal written notice on **the Co-Financer** provided valid economic or technical reasons exist and the Authority also serves notice on the Project Partners and the European Commission to terminate the other agreements with the Project Partners and the Project generally.

**11.2** **The Co-Financer** may terminate this agreement at any time by written notice to the Authority with immediate effect if the **Abbreviation** considers that any terms or conditions of the grant are not being fulfilled. However, it is accepted that the targets for meeting the objectives are dependent on the co-operation of other Project Partners and this right of recovery will not be used if the Authority can demonstrate that their best endeavours have been used to meet the objectives.

**11.3** Termination of the Decision/agreement/contract for financial irregularities shall be without prejudice to the application of other administrative measures or penalties which may be imposed in accordance with Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities' financial interests.

**12 Jurisdiction**

**12.1** In the event of a dispute regarding the terms of this agreement the Law of England and Wales shall apply and the sole jurisdiction for resolution shall be the Courts of England and Wales.

**12.2** If a dispute arises the parties shall refer the same to a representative of each party who shall use best endeavours to resolve the dispute. The representative shall be **Christopher Dean** of the Authority and Name Job title of **the Co-Financer**. . If the dispute or difference is not resolved by the said representatives within 14 days of the dispute first being referred to either of them, any party may propose to the other in writing that the matter be referred to an independent expert who shall be an appropriately qualified relevant professional experienced in dealing with the general subject matter of the dispute (**the Independent Expert**).

**13. Standard interpretation provisions**

The standard interpretation provisions in the Schedule shall apply to this Agreement.

**Authorised signatories:**

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signed: \_\_\_\_\_ **pp** . Dated: \_\_\_\_\_

Name \_\_\_\_\_ Position: \_\_\_\_\_

Signed: \_\_\_\_\_ **pp The Authority** Dated: \_\_\_\_\_



**SCHEDULE Standard interpretation provisions for LIFE+ Co-financer agreement**

**1. General**

**1.1 Notices**

Unless otherwise expressly stated in this agreement, all notices and other communications required or permitted to be given under this agreement shall be in writing and shall be deemed duly served if delivered personally or sent by fax or pre-paid registered post to the addressee at the address set opposite its name set out above, or such other address as either party may notify to the other for this purpose from time to time.

For the Authority:                      **Head of Law**    Fax:        **XXXXX**

For the Co-Financer. :    For the attention of                      **XXXXX**    Fax:        **XXXXX**

Any notice shall be deemed to have been duly served if delivered by hand, on delivery; if sent by pre-paid registered mail, 2 working days after posting; or if sent by fax, on confirmation of transmission, and in proving the service of any notice it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of a fax, that such fax was duly despatched to a current fax number of the addressee. For the avoidance of doubt, notice given under this agreement shall not be validly served if sent by e-mail.

**1.2 Waiver**

The failure of either party to insist upon strict performance of any provision of this agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this agreement. A waiver of any default shall not constitute a waiver of any subsequent default. No waiver of any of the provisions of this agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of paragraph 1.1 above.

**1.3. Severability**

If any of the terms, conditions, or provisions of this agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent to be permitted by law.

**1.4. Partnership**

Nothing in this agreement shall be deemed to constitute a partnership between the parties hereto nor constitute one the agent of the other for any purpose.

**1.5 Entire agreement**

This agreement and any document expressly referred to herein represents the entire agreement between the parties in relation to the subject matter of this agreement.

**1.6 Force Majeure**

Neither party is liable for failing to fulfil its obligations due to causes beyond its reasonable control including, without limitation, acts of God, civil or military authority, war riots, strikes, or fire.

**1.7      *Contracts (Rights of Third Parties) Act 1999***

The European Commission and any Project Partner shall have the right to enforce any term of this Agreement which is expressly or impliedly in its favour. Except as expressly set out in this paragraph, no person who is not a party to this Agreement shall have any right to enforce any provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

**1.8.      *Subcontractors***

This Agreement is personal to **Abbreviation**. **Abbreviation** may not subcontract, hold on trust, assign, novate or otherwise transfer or deal with any of its rights or obligations under this agreement without the prior written approval of the Authority.

Annex 3:



# **LIFE Guidelines for Partnership Agreements**

**LIFE Programme (European Commission)**

rev. August 14, 2014 (corrected references)

Grant agreements concluded under the LIFE programme can be implemented by more than one beneficiary.

While Articles II.1.2 and II.1.3 of the General Conditions outline the specific role of each type of beneficiary, Article II.1.1 of the General Conditions describes common obligations and specifies that the coordinating beneficiary and the associated beneficiaries are jointly and severally responsible for carrying out the project and complying with the relevant legal obligations. To facilitate this in practice, Article II.1.1 (c) in conjunction with Article II.1.3 of the General Conditions require that the coordinating beneficiary shall conclude agreements with each associated beneficiary describing their technical and financial participation in the project.

The key characteristics of a partnership agreement are as follows:

1. A partnership agreement must be fully compatible with the grant agreement (including the General Conditions and the full revised project proposal) signed by the Coordinating beneficiary for all beneficiaries with the Agency/Commission, which must be annexed to the partnership agreement.
2. It shall make precise reference to the General Conditions. Unless explicitly stated otherwise, all parts of the General Conditions are relevant for and apply to both the coordinating beneficiary and the associated beneficiary.
3. The provisions of the grant agreement, including the mandate<sup>1</sup> stipulating that the associated beneficiary gives the coordinating beneficiary the mandate to act on its behalf towards the Executive Agency for Small and Medium sized Enterprises (EASME) of the European Commission, hereinafter referred to as "the Agency")or directly the European Commission (hereinafter referred to as "the Commission"), shall take precedence over any other agreement between the associated beneficiary and the coordinating beneficiary that may have an effect on the implementation of the grant agreement between the coordinating beneficiary and the Agency/Commission (including this partnership agreement);
4. It shall be signed by the coordinating beneficiary and the associated beneficiary;
5. It shall define the role of the coordinating beneficiary and the associated beneficiary, their responsibilities and the means to carry out the tasks foreseen in the grant agreement. A detailed description of the technical and financial participation in the project is therefore required;
6. It shall contain provisions to prevent conflicts and to establish ways to settle disputes in the best way;
7. It shall set out procedures for organising internal project funding in the most efficient and cost effective way.

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<sup>1</sup> Annex IV to the Grant Agreement consisting of Form(s) A4 of the Project proposal in Annex II to the Grant agreement.

Please note that partnership agreements are legal documents. The contracting parties (i.e. the coordinating beneficiary and the associated beneficiary) have the sole responsibility to draw up the written agreement in line with their respective national law. The Agency/Commission cannot be held responsible for the format and contents of the partnership agreement concluded between the coordinating beneficiary and the associated beneficiary. The language of the agreement may be chosen by the contracting parties among the official languages of the European Union.

The conclusion of the partnership agreement shall be notified to the Agency/Commission along with the first progress report within the meaning of Article II.23 of the General. s

The following pages present a template for a Partnership Agreement. Please note that this format is not binding; other formats containing at least a similar level of detail are also acceptable.

Partnership agreement  
Concerning the LIFE project  
(Short name) + (LIFE Grant agreement reference n°)

The Coordinating Beneficiary *[Name of the entity]* *[Department]*  
*[Full address]*

represented by

*[Name]*  
*[Function of the person]*

AND

The Associated Beneficiary  
*[Name of the entity]*  
*[Department]*  
*[Full address]*

represented by

*[Name]*  
*[Function of the person]*

HAVE AGREED

### 1. Subject

This partnership agreement is concluded in relation to the LIFE project *[full name]*, as described in Grant Agreement *[reference n°]*, signed on *[date of signature]* and <including existing amendment[s] *[number]* of *[date]*, <*[number]* of *[date]* ...> all> annexed hereto.

The grant agreement (and any amendment thereto) signed by the coordinating beneficiary and the European Agency/Commission, which includes Special Conditions, the General Conditions in Annex I to the LIFE Grant Agreement (hereinafter referred to as "the General Conditions"), the full project proposal and the other annexes, forms an integral part of this partnership agreement. Unless explicitly stated otherwise, all parts of the General Conditions are relevant for and apply to both the coordinating beneficiary and the associated beneficiary.

The provisions of the grant agreement, including the mandate<sup>2</sup> stipulating that the associated beneficiary gives the coordinating beneficiary the mandate to act on its behalf towards the Agency/Commission, shall take precedence over any other agreement between the associated

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<sup>2</sup> Annex IV to the Grant Agreement consisting of Form(s) A4 of the Project proposal in Annex II to the Grant agreement.

beneficiary and the coordinating beneficiary that may have an effect on the implementation of the above-mentioned grant agreement between the coordinating beneficiary and the Agency/Commission.

## **2. Duration**

This partnership agreement enters into force when the last of the two parties (coordinating beneficiary / associated beneficiary) signs, and terminates five years after the date of the payment of the balance by the coordinating beneficiary to the associated beneficiary.

## **3. Role and obligations of the coordinating beneficiary**

Article II.1.3 of the General Conditions sets out the role and general obligations of the coordinating beneficiary. The modalities for implementing this article are:

- the coordinating beneficiary shall provide the associated beneficiary with copies of technical and financial reports submitted to the Agency/Commission as well as the Agency/Commission's reactions to these documents. The coordinating beneficiary shall regularly inform the associated beneficiary about communication with the Agency/Commission concerning the project;
- In exercising the mandate given by the associated beneficiary to act on its behalf, the coordinating beneficiary will take into due consideration the interests and concerns of the associated beneficiary, whom the coordinating beneficiary will consult whenever appropriate and especially prior to requesting any modification of the grant agreement;
- *[specify **payment** terms for the distribution of amounts corresponding to the associated beneficiary's participation in the project];*
- *<other modalities as needed>.*

## **4. Role and obligations of the associated beneficiary**

Article II.1.2 of the General Conditions sets out the role and general obligations of the associated beneficiary. The modalities for implementing this article are:

- *[specify the exact role of the associated beneficiary in as much detail as possible and in full compliance with the project proposal as annexed to the grant agreement with the European Agency/Commission. Quantified targets should be determined whenever possible];*
- *[specify the financial contribution of the associated beneficiary and estimated share of the EU contribution];*
- *<other modalities as needed>.*

## **5. Common obligations for both the coordinating beneficiary and the associated beneficiary**

Article II.1.1 of the General Conditions, sets out common obligations for both the coordinating beneficiary and the associated beneficiary. The modalities for implementing this article are:

- *[specify periods (e.g. once a month) or deadlines for the associated beneficiary to send copies of supporting (accounting) documentation to the coordinating beneficiary];*
- *[specify modalities concerning project management and reporting meetings];*
- *<other modalities as needed>/*

## **6. Project co-financers**

*<reference, if relevant, to any agreements that the associated **beneficiary** shall conclude with co-financers to ensure co-funding>*

## **7. Technical activity reports**

The associated beneficiary shall provide any relevant information to the coordinating beneficiary in due time before the submission of reports to the Agency/Commission and be available with additional information, should the Agency/Commission so request.

The reporting schedule for the project is as follows:

*[a precise schedule for reporting from the associated beneficiary to the coordinating beneficiary on the LIFE project].*

## **8. Financial reporting**

The associated beneficiary is obliged to report costs as specified in the General Conditions and the grant agreement.

Regarding the final statement of expenditure and income, the associated beneficiary shall provide the coordinating beneficiary with a dated and signed "participant cost statement summary" at least *[number]* days before the deadline for submission to the Agency/Commission of the final report.

*<If applicable: The deadline for the associated beneficiary to provide the coordinating beneficiary with the mid-term financial statement is *[number]* days before the deadline for submission to the Agency/Commission of the mid-term report.>*

The procedure to collect the data and to channel them through the coordinating beneficiary regularly is *[provide details].*

## **9. Estimated eligible costs and associated beneficiary's financial contribution to the project**

In accordance with the "declaration of the associated beneficiary", the associated beneficiary will implement actions with an estimated total cost of € *[amount]*.

The associated beneficiary will contribute € *[amount]* to the project of own financial resources.

On the basis of the above amounts, the associated beneficiary will receive from the coordinating beneficiary a maximum amount of € *[amount]* as share of the EU contribution.



The estimated total costs incurred by the associated beneficiary will be regularly reviewed during the project. In agreement with the coordinating beneficiary (which will take into account the total costs of the project incurred by all participants), the amounts specified in this Article can be modified, provided that the modifications are in line with the grant agreement concerning the project budget.

The final settlement will be based on the Agency/Commission's assessment of the final statement of expenditure and income and more precisely on the accepted eligible costs of the project.

According to Article II.25 of the General Conditions, in case the project generates profit, the EU contribution will be reduced proportionally to the actual final rate of reimbursement of the eligible costs approved by the Agency/Commission. The remaining portion of any such profit will be allocated to beneficiaries as follows: *[explain mechanism]*.

#### **10. Payment terms**

Unless requested otherwise in writing by the associated beneficiary, the coordinating beneficiary shall make all payments to the following bank account of the associated beneficiary: *[account details]*.

The payment scheme between the coordinating beneficiary and the associated beneficiary is *[..... For instance, the payment scheme could follow the payments made by the Agency/Commission to the coordinating beneficiary, e.g. within one month from receipt of the pre-financing / final payment. or the payment scheme can be based on the tasks carried out by the associated beneficiary]*.

The coordinating beneficiary and the associated beneficiary agree that all payments are considered as pre-financing payments until the Agency/Commission has approved the final technical and financial reports and has transferred the final payment to the coordinating beneficiary.

*<recommended:* The coordinating beneficiary shall transfer the share of the final payment to the associated beneficiary after the Agency/Commission has made the final payment.*>*

The coordinating beneficiary may recover any amounts which have been unduly paid to the associated beneficiary, including unduly paid amounts identified as such during an ex-post audit by the Agency/Commission.

#### **11. Termination of partnership agreement**

*[The coordinating beneficiary and the associated beneficiary should set the conditions for an anticipated termination of the partnership agreement. Reference should be made to the General Conditions.]*

#### **12. Jurisdiction clause**

Failing amicable settlement, the Court of *[country]* shall have sole competence to rule on any dispute between the contracting parties in respect of this agreement.

The law applicable to this agreement shall be the law of *[country]*

Done at *[place]* on *[date]*, in duplicate in *[language]*

For the coordinating beneficiary  
beneficiary

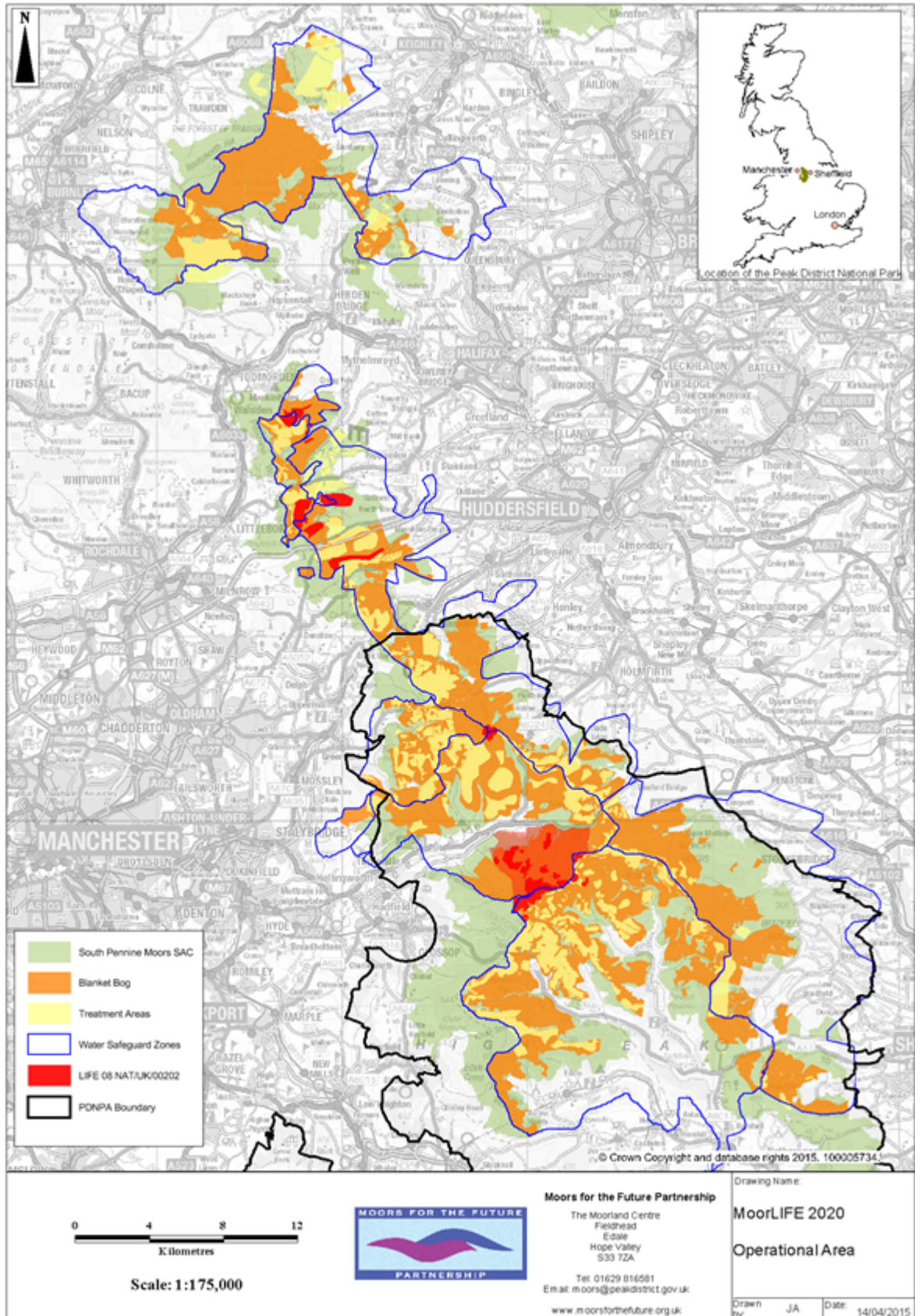
For the associated

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ANNEXES:

- The LIFE Grant Agreement signed between the European Agency/Commission and the coordinating beneficiary, including all annexes thereto
- If relevant: amendments to the LIFE Grant Agreement signed between European Agency/Commission and the coordinating beneficiary

Annex 4: MoorLIFE 2020 Operational Area

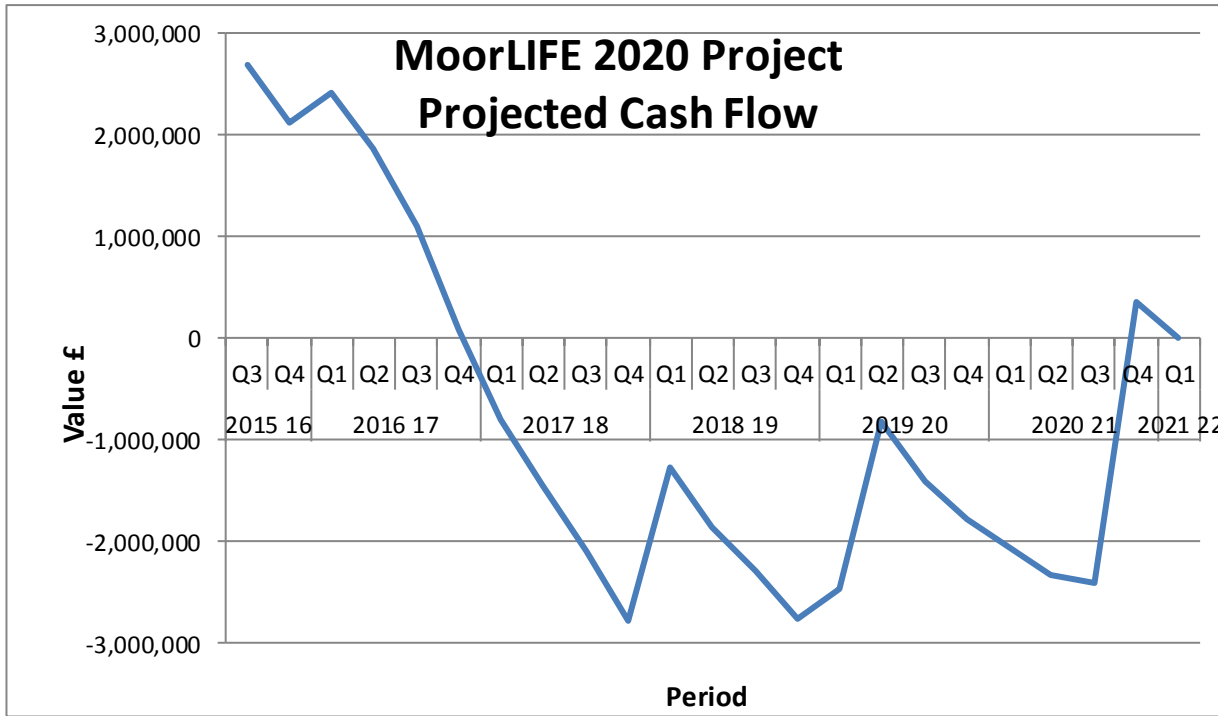


**Annex 5.1 Cash flow Forecast MoorLIFE 2020**

MoorLIFE 2020 Project Cash Flow Forecast												
		Sterling										
ELEMENT		TOTAL	2015 16		2016 17				2017 18			
			Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>EXPENDITURE</b>												
1	Personnel	2939297	217775	184661	153426	180079	134896	159905	215873	150330	111086	131992
2	Travel and subsistence	250293	9270	20351	18678	17198	11130	9181	19059	14784	10108	7186
3	External assistance	3889947	11352	111966	73954	118207	309760	347778	313178	195625	330157	365400
4a	Equipment and materials	399585	157355	190635	2280	3983	30000	1000	1975	100	2105	100
4c	Prototype	17260	0	0	17260	0	0	0	0	0	0	0
6	Consumables	3166953	11154	13176	44879	185573	238224	451161	942888	236236	131464	126242
7	Other costs	163707	17063	5249	2000	0	7718	0	1150	16417	25135	15666
8	Overheads	780940	53250	40998	37875	37875	37875	37875	38852	38852	38852	38852
<b>To Associated Bens</b>		1174712	352414		0	0	0	0	0	0	0	0
<b>Total expenditure for the period</b>		<b>12782694</b>	<b>829633</b>	<b>567036</b>	<b>350353</b>	<b>542916</b>	<b>769605</b>	<b>1006901</b>	<b>1532974</b>	<b>652343</b>	<b>648907</b>	<b>685439</b>
<b>Cumulative expenditure</b>			<b>829633</b>	<b>1396669</b>	<b>1747022</b>	<b>2289938</b>	<b>3059542</b>	<b>4066444</b>	<b>5599417</b>	<b>6251760</b>	<b>6900667</b>	<b>7586106</b>
<b>INCOME</b>												
	EU LIFE	9587019	2876106									
	Severn Trent	1115039	223008		223008				223008			
	United Utilities	1021188	204238		204238				204238			
	Yorkshire Water	929198	185840		185840				185840			
	National Trust	55250	11050		11050				11050			
	Pennine Prospects	25000	5000		5000				5000			
	RSPB	25000	5000		5000				5000			
	PDNPA	25000	5000		5000				5000			
<b>Total income for the period</b>			<b>3515241</b>		<b>639135</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>639135</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Cumulative income</b>			<b>3515241</b>	<b>3515241</b>	<b>4154376</b>	<b>4154376</b>	<b>4154376</b>	<b>4154376</b>	<b>4793511</b>	<b>4793511</b>	<b>4793511</b>	<b>4793511</b>
<b>Balance</b>			<b>2,685,608</b>	<b>2,118,572</b>	<b>2,407,354</b>	<b>1,864,438</b>	<b>1,094,833</b>	<b>87,932</b>	<b>-805,907</b>	<b>-1,458,249</b>	<b>-2,107,156</b>	<b>-2,792,595</b>

2018 19				2019 20				2020 21				2021 22
Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
220773	104718	97101	118005	148515	93271	94486	104438	122992	123216	47891	18463	5405
12680	14845	11437	11516	10612	12936	9797	7851	13081	8560	34	0	0
348313	78803	260578	299072	93197	53320	190393	218637	71549	58709	0	40000	0
4174	100	100	100	2975	100	100	100	1100	100	106	1000	0
0	0	0	0	0	0	0	0	0	0	0	0	0
417521	113616	10360	1468	46665	75518	6014	764	41274	72180	574	0	0
1150	0	9469	0	1150	0	7718	351	801	351	319	52000	0
39613	39613	39613	39613	40413	40413	40413	40413	19421	19421	19421	1414	0
0	234942	0	0	0	0	234942	0	0	0	0	0	352414
<b>1044224</b>	<b>586636</b>	<b>428658</b>	<b>469774</b>	<b>343527</b>	<b>275559</b>	<b>583863</b>	<b>372553</b>	<b>270218</b>	<b>282536</b>	<b>68344</b>	<b>112877</b>	<b>357819</b>
<b>8630329</b>	<b>9216965</b>	<b>9645623</b>	<b>10115397</b>	<b>10458924</b>	<b>10734483</b>	<b>11318346</b>	<b>11690899</b>	<b>11961118</b>	<b>12243653</b>	<b>12311998</b>	<b>12424874</b>	<b>12782693</b>
1917404					1917404						2876105	
223008				223008								
204238				204238								
185840				185840								
11050				11050								
5000				5000								
5000				5000								
5000				5000								
<b>2556539</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>639135</b>	<b>1917404</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2876105</b>	<b>0</b>
<b>7350050</b>	<b>7350050</b>	<b>7350050</b>	<b>7350050</b>	<b>7989185</b>	<b>9906589</b>	<b>9906589</b>	<b>9906589</b>	<b>9906589</b>	<b>9906589</b>	<b>9906589</b>	<b>12782694</b>	<b>12782694</b>
<b>-1,280,280</b>	<b>-1,866,915</b>	<b>-2,295,573</b>	<b>-2,765,347</b>	<b>-2,469,739</b>	<b>-827,894</b>	<b>-1,411,757</b>	<b>-1,784,311</b>	<b>-2,054,529</b>	<b>-2,337,065</b>	<b>-2,405,409</b>	<b>357,819</b>	<b>0</b>

Annex 5.2 Cash flow Chart MoorLIFE 2020



## Annex 6: Project Description

The aim of this project is to conserve and protect the EU priority habitat Active Blanket Bog (ABB) within the South Pennine Moors Special Area for Conservation (SAC) and the ecosystem services it provides. Project objectives address the priority threats to active blanket bog identified for this SAC in the 'Improvement Programme for England's Natura 2000 Sites' project. Prioritising works within Water Safeguard Zones, MoorLIFE 2020 will:

**1. Protect the integrity of approximately 9500ha of active blanket bog (through implementation of best practice and development of techniques) by:**

- a)** Stopping the erosion of the peat body by re-vegetating 837 ha of bare peat and ensuring the positive trajectory of a further 2030ha.
- b)** Raising water tables to reducing chemical peat erosion by blocking 50,402m of grips and 57,582 m of erosion gullies.
- c)** Reducing wildfire risk and increasing habitat resilience by diversifying 4640ha of homogenous vegetation.
- d)** Improving the hydrological integrity of the blanket bog and reducing wildfire risk and severity by delivering and further developing Sphagnum reintroduction methods.
- e)** Reducing erosion of the peat body and raising water tables by trials of blocking peat pipes.

**2. Increase the resilience of 8500ha of active blanket bog habitat by:**

- a)** Introducing appropriate active blanket bog plant species in 1400ha of species poor active blanket bog.
- b)** Controlling invasive species on in 1800ha of active blanket bog.

**3. Safeguard Active Blanket Bog through promotion of land management appropriate to the protection; responsible enjoyment; and reducing the threat of wildfire. We will achieve this through:**

- a)** Creating a land management advisor role and programme of events and communication materials to engage with the full range of land owners and managers on managing the Special Protection Area (SPA) / SAC with regard for the protection of the active blanket bog and its ecosystem services.
- b)** Delivery of an innovative and diverse programme of communication events, materials and campaigns to engage with the public, local communities, and visitors to the SAC about the value and importance of active blanket bog and the role they can play in looking after this habitat.
- c)** Developing a programme of events, tools and communication materials to address the risk and impact of wildfires in the SAC.

## Project Actions

Actions will deliver direct habitat improvements through capital works activities to:

1. Protect ABB by stabilising (re-vegetating) bare and eroding peat.
2. Restore blanket bog hydrology by blocking erosion gullies and drainage 'grips'.
3. Increase the resilience of ABB to climate change and the threat of wildfire by increasing vegetational and structural diversity of areas dominated by Cotton grass (*Eriophorum* spp.), Purple Moor Grass (*Molinia caerulea*) or heather (*Calluna vulgaris*)
4. Reduce the threat of invasive species to ABB by the removal of tree seedlings and *Rhododendron*.
5. Increase the resilience of ABB to climate change and the threat of wildfire by the successful establishment of *Sphagnum* mosses.

Actions will protect and improve habitat condition through directly addressing the major threats to ABB: current land management and recreational activities. Both present significant threats to ABB, especially through their impact on wildfire risk and severity which is a major threat in the South Pennine Moors SAC.

These Actions will:

1. Inform and influence land management decisions of land owners and managers towards activities that protect or improve the conservation status of ABB. A dedicated Land Management Adviser role will be created who will engage with the land owners and managers through a series of talks, workshops, visits to 'demonstration' sites; and knowledge exchange materials all targeted and tailored to this community.
2. Informing and influencing the general public about the international value of the SPM SAC, its ABB and the ecosystem service it provides to society. Wildfire will be a key aspect of this Action as all wildfires in the SPM SAC are caused by people, either accidentally or maliciously. Wildfire 'watch's' for early fire detection (and better fire-fighting response) and resources for better recording of wildfires will be a major part of this Action.

To monitor the Actions we will use remote sensing methods to efficiently and effectively monitor the biodiversity and ecosystem service impacts, supported by direct monitoring at four demonstration sites. The outcomes will be supported and disseminated by a programme of knowledge exchange and communications events and initiatives including seminars, conference, website, and press campaigns.

### Partners

As under the current MoorLIFE project, the PDNPA will fulfil the role of Coordinating Beneficiary for the MoorLIFE 2020 project. Yorkshire Water, Severn Trent Water and United Utilities have agreed to Co-Finance the project. As under the current MoorLIFE project, each Co-Financer will sign an agreement with the PDNPA setting out the contribution of Co-Financer payments to the Authority and the project obligations, as part of the PDNPA's acceptance of the grant and signing of the grant agreement. We also may require the project partners to sign side agreements to assist with resources to support the programme team.

Under MoorLIFE 2020, some project actions will be delivered by three Associated Beneficiaries. They are the National Trust (High Peak and Marsden Moor Offices), RSPB and Pennine Prospects. All Beneficiaries are jointly and severally liable for the implementation of the project and complying with the relevant legal



obligations. Partnership agreements (based upon LIFE Documentation) will be established between the PDNPA and each of the Associated Beneficiaries. Each agreement will specify the roles and obligation of the Associated Beneficiary and the PDNPA, reporting requirements, payment terms and outputs to be achieved and eligible costs to be incurred.

In addition, the Environment Agency and Natural England have both agreed to provide technical assistance to the project through membership of the project's Steering Group.

### **Project Outputs**

The project will achieve the following outputs over its five year lifetime:

- Stabilise and diversify 2040ha of damaged ground (43ha of bare and eroding peat) within a mosaic of 104,528ha of active blanket bog;
- Installation of 8226 gully blocks along 57,582 m of gullies;
- Installation of 7172 grip blocks along 50,204 m of grips;
- Development of best practice techniques for management of peat pipes, application of Sphagnum at a landscape scale and re-establishment of sphagnum to heather (*Calluna vulgaris*), purple moor-grass (*Molinia caerulea*) and cottongrass (*Eriophorum spp.*) dominated blanket bog;
- Apply sphagnum to 970ha of cut *Calluna*, *Molinia* and *Eriophorum* dominated blanket bog;
- Remove 1.36 ha of established Rhododendron plants;
- Clear 1800ha of invasive woody seedlings;
- Use monitoring data to create 'restoration trajectories' to assess the success capital works and communicate this to stakeholders
- Produce an up to date (2015) map of land / vegetation cover as a baseline for the project.
- Identify and evidence questions that the land owner / manager community have for which we do not have evidence.
- Establish four biodiversity and ecosystem service monitoring sites to evidence and demonstrate works are achieving desired outcomes.
- High resolution mapping of capital works sites, using remote sensing technology to enable work planning, and spatially extensive and high resolution monitoring of biodiversity targets.
- Evidence effective methods of peat pipe blocking to inform best practice guidance for this activity.
- Evidence carbon budget in project delivery and carbon benefits of the capital works programme.
- Develop land management materials and code of practice for sustainable moorland management, to balance production and nature conservation outcomes for the Active Blanket Bog;
- Undertake 20 land manager events on four demonstration sites;
- Undertake 80 visits to land managers;

- Establish Junior MoorLIFE, giving young people the chance to attend a Euro Parks youth ranger congress to share experiences of blanket bog conservation;
- Reach residents, local communities, through 80 events (mix of urban shopping malls to village hall events in rural communities) using the 'Bogtastic' van;
- Project website established and maintained;
- Demonstration site information and interpretation boards installed;

## Annex 7: Risk Assessment and Management

<b>Moors for the Future Partnership Risks</b>			
<b>CF = Co-financer AB = Associated Beneficiary ToR = Terms of Reference</b>			
<b>Item</b>	<b>Description</b>	<b>Identified risks</b>	<b>Mitigation</b>
Programme management support	Lack of adequate core funding resources from partners for the programme team	The costs of the high level supervision from the core team which we know will be necessary may not be fundable through the ML2020 overhead	Before agreeing to accept the grant a negotiation to establish adequate resourcing of the programme team is necessary
<b>Item</b>	<b>Description</b>	<b>Identified risks</b>	<b>Mitigation</b>
Project Governance	Steering Group (SG) for the ML2020 project	<ul style="list-style-type: none"> <li>• That the SG is not staffed by officers of a high enough authority (or effectively delegated) to take decisions</li> <li>• That the group misunderstands its role or its priorities</li> <li>• The group is ineffective in supporting the Project Manager</li> </ul>	Ensure that the ToR for project groups (within the MFFP ToR) are adequately implemented.
<b>Item</b>	<b>Description</b>	<b>Identified risks</b>	<b>Mitigation</b>
AB Delivery requirements	Supply of timely reporting and agreed support. Compliance with EU and PDNPA agreements for the project.	Poor deadline and resource supply will impact on project team and Coordinating Beneficiary ability to deliver project	<ul style="list-style-type: none"> <li>• Reinforce the requirements of the agreements and the project delivery responsibilities regularly</li> <li>• Robust contract in place</li> </ul>
<b>Item</b>	<b>Description</b>	<b>Identified risks</b>	<b>Mitigation</b>
CF delivery requirements	Supply of timely reporting and agreed support. Compliance with EU and PDNPA agreements for the project.	Poor deadline and resource supply will impact on project team and Coordinating Beneficiary ability to deliver project	Reinforce the requirements of the agreements and the project delivery responsibilities regularly

### Peak District National Park Corporate Risks

Item	Description	Identified risks	Mitigation
Cash flow and grant payments	Detailed cash flow analysis to inform cumulative risk assessment above.	Cash flow may not be forthcoming without good advance planning	Requires a good cash flow estimate of both known expenditure and likely new business expectations
Item	Description	Identified risks	Mitigation
Currency exchange risk	Grant reimbursement will be in Euros generally after spending has taken place in sterling	An adverse exchange rate may leave the Authority unable to reclaim all its costs	A currency strategy will be put in place following advice from the Chief Finance Officer
Item	Description	Identified risks	Mitigation
Programme and Project management	Appropriate support for the project team and effective project management to meet delivery within triple constraints	Ineffective processes causing missed delivery deadlines	Compliance with the MFFP Programme and Project management tool kit
Item	Description	Identified risks	Mitigation
Corporate services support	Supporting services paid for through the CO contribution on each of the team employed	<ul style="list-style-type: none"> <li>• Adequate accommodation and office facility provision</li> <li>• Legal support</li> <li>• Financial support</li> </ul>	Clear understanding given of necessary requirements (when these are known) in order for a planned approach
Item	Description	Identified risks	Mitigation
Office facility generally	Provision of all the required office and related services to support the delivery team	<ul style="list-style-type: none"> <li>• That the authority is unable to support the necessary provision</li> <li>• Late decision on the location of the future office base leaving no time to implement this before project start up</li> </ul>	Business case to June RMT considering accommodation options
Item	Description	Identified risks	Mitigation
Office facility ICT	The broad band connection to Edale is currently of a lower	<ul style="list-style-type: none"> <li>• Off site data backup is currently not possible</li> </ul>	Ensure a reliable onsite server and backup system is maintained.

	capacity than ideal for the business expectations of the team	<ul style="list-style-type: none"> <li>Accessing large files on the Edale server when out of the office is slow</li> </ul>	Ensure staff are aware of the limitations of the system and are able to work around this. Advantage is taken of the improving broadband cover and technology as this becomes available.
Item	Description	Identified risks	Mitigation
Insurance liability	To cover any liability which the project may place on the Authority	<ul style="list-style-type: none"> <li>Third party risks to the public resulting from the work of the project</li> <li>Liability cover for staff undertaking work</li> </ul>	Make insurance provider clearly aware of type of work undertaken and ensure risks within this are covered
Item	Description	Identified risks	Mitigation
H & S management	Major Health and Safety measures which may be required concerns ( the general working H&S will be covered in the plans for individual projects)	<ul style="list-style-type: none"> <li>Major airlifting accident</li> <li>Major road accident</li> <li>Major natural disaster (storm, fire, flood)</li> </ul>	<ul style="list-style-type: none"> <li>Appropriate disaster management and recovery planning</li> <li>Understand and comply with all CAA and Health and Safety executive requirements</li> <li>Have appropriate training (e.g. IOSH and CDM) in place</li> </ul>
Item	Description	Identified risks	Mitigation
Radical shift in EU or UK policy	Policy change which resulted in a withdrawal from the EU or large reduction in the PDNPA grant in aid	Ability to deliver project is seriously damaged.	Maintain high level advocacy with the new administration
MoorLIFE 2020 Team Project delivery Risks			
Item	Description	Identified risks	Mitigation
Working on a Natura 2000 site	The work is undertaken on a Natura 2000 site and must not have a negative impact on the interest features of the site	The work could have a potential impact on the interest features of two Natura 2000 sites, the South Pennines Moors SAC and on the South Pennines Moors SPA. These impacts	<ul style="list-style-type: none"> <li>Natural England is the Statutory Body responsible for sites of geological and geo-morphological interest as well as nature conservation interest and sits on the MoorLIFE 2020 Steering Group. NE has maps of all sites of</li> </ul>

		<p>include:</p> <ul style="list-style-type: none"> <li>• works on SSSI geomorphological features, which could be destroyed by inappropriate gully blocking;</li> <li>• populations of the breeding golden plover (<i>Pluvialis apricaria</i>), which may be affected by a reduction in the area of bare peat;</li> <li>• Actions (C1 and C5) require collection of material from the SAC itself.</li> </ul>	<p>geological and geomorphological interest which we will have access to and prior to consent being given for any works, these will be checked by local officers and consultations undertaken with NE geological and geo-morphological specialists nationwide. If features are identified within the area to be treated, any erosion feature can be removed from the treatment area if requested by NE so that there will be no negative impact on any erosion features. The erosion features mentioned, if present, form very small, readily identifiable sections of the site and working around them is possible.</p> <ul style="list-style-type: none"> <li>• Works will be timed to minimise the activity on the SPA during the most sensitive period for the breeding birds (which is April – July), some works will be necessary at that time but such works are designed to carry the least impact achievable. Machinery will not be used in areas that are sensitive to the impact. The work is designed to restore the interest features, and under the Habitats &amp; Species</li> </ul>
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			<p>Directives constitutes work necessary for the interest of the site.</p> <ul style="list-style-type: none"> <li>We will source cut material in some circumstances but we will have to ensure that the cutting is not damaging the donor site. All donor sites will be approved by NE, in order to ensure that they are not damaged and that they have a suitable suite of species.</li> </ul>
Item	Description	Identified risks	Mitigation
Heather Brash Supply	A significant issue for the successful delivery of this project within the timescales proposed is the supply of heather brash.	It is important that heather brash is applied during year 1 of the restoration of a site, prior to the application of lime, seed and fertiliser. Heather brash is a finite product available on an annual cycle.	Due to our previous experience, we believe that sufficient locally sourced material is available.
Item	Description	Identified risks	Mitigation
Lack of skilled labour	Our ability to undertake much of the work is dependent on the availability of contractors.	There is a shortage of skilled labour for implementing some of the works, particularly for gully/ grip blocking and the helicopter application of lime and fertiliser	We will mitigate this threat by completing our contracting where possible in year 1 of the project, as preparatory action A4. This will identify any situations where further identification is associated.
Item	Description	Identified risks	Mitigation

Poor harvest of locally sourced seed	All locally sourced seed (e.g. wavy-hair grass) is subject to availability.	It will always be possible to source local wavy-hair grass, although the cost will vary depending on the season.	We will ensure that all tenders for the supply of locally sourced seed are released in plenty of time for sufficient collection, and this will be a key point highlighted in the project plan. In addition, if material is not available when ideally required, it can be sown one year later with very little impact on the overall level of vegetation.
Item	Description	Identified risks	Mitigation
Loss of Key personnel	In a project of this type and length, the project team is very important to ensure that works progress as currently predicted.	Loss of experienced staff which may risk progress as recruitment and induction is completed.	In order to mitigate the risk of this factor, detailed project delivery plans will be produced (Actions A2 and A3). Responsibility for delivery of each stream within the project will rest with more than one person, mitigating the risk of personnel changes.
Item	Description	Identified risks	Mitigation
Failure of Nurse crop	The success of germination and primary growth is weather dependant	The evidence from the Moors for the Future restoration work is that if there is one bad year (hot and dry) for the nurse crop, the grasses will recover in the following year, particularly if the winter is wet. If there are two bad years, with a dry winter between, there is a risk of the seedlings not recovering. This	With heather brash applied prior to the application of seed, lime and fertiliser, the impact of a dry summer is significantly reduced.



		appears only to be an issue with Years 1 and 2 of the restoration, as the seedlings are capable of surviving long dry periods during subsequent years	
<b>Item</b>	<b>Description</b>	<b>Identified risks</b>	<b>Mitigation</b>
Burning of restored areas	Through a wildfire event or out of control management burn	There is the potential for all of the restoration work, particularly those areas using heather brash and timber dams, to be burnt if wildfires occur between April and October. This is the main proximate cause for the development of the areas of bare peat that we are seeking to restore.	Mitigating this risk is the basis of the Land Manager Engagement and Bogtastic campaigns (Actions C6 and E7).
<b>Item</b>	<b>Description</b>	<b>Identified risks</b>	<b>Mitigation</b>
Consent will be required for the gully blocking work	Because the drain-blocking work we plan to carry out is likely to have a significant effect on the pattern of water run-off from the blanket bog, we will have to obtain consent for it from the statutory Water Controlling Authority.	If we do not obtain consent, it will not be possible for us to block the drains.	The Environment Agency is a Moors for the Future funding partner and has been involved in the development of the Project. We have discussed our plans and they have indicated that they foresee no problems with the consent issue, they have completed an A8 form (A8/4) in support of the project. We are therefore confident that formal written consent will be provided.

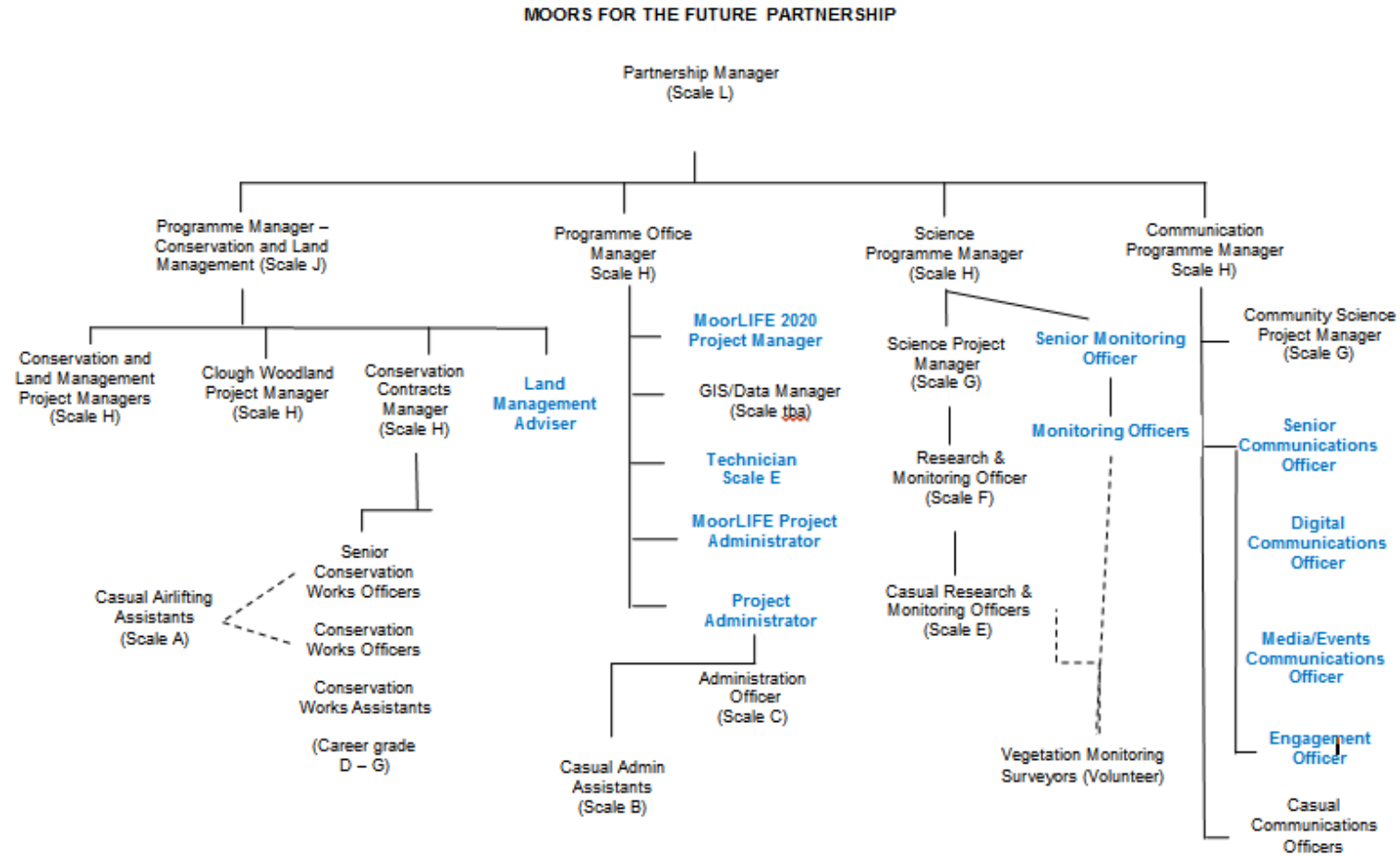
Item	Description	Identified risks	Mitigation
We will require support from landowners/tenants and the general public if the project is to be fully effective	Although many of the proposed practical management actions will take place on land under the project partners' control, that is not the case for all of them.	We will have to secure their agreement to work on their land. Moreover, our efforts to promote blanket bog restoration more widely will be adversely affected if support is lacking from local people.	These two factors are critical to the continuing success of the conservation of Active Blanket Bog in the SAC. Actions A5, C6 and E7 are all designed to mitigate these factors.
Item	Description	Identified risks	Mitigation
An outbreak of Livestock disease		A repeat of the foot-and-mouth epidemic, or similar livestock diseases that swept through the UK in 2001 could make it difficult or impossible for us to gain access to the project sites.	It will not be possible for us to take any specific actions to address this threat. However, strict controls have been put in place throughout the UK to prevent another outbreak of foot-and-mouth, and the probability that the project will be impacted by disease is extremely low.
Item	Description	Identified risks	Mitigation
Impact of plant disease		When moving plant material from one site to another, it is possible to transfer plant pathogens (e.g. Phytophthora spp.) and other pests and diseases (e.g. heather beetle, ticks).	We survey all collection sites for the presence of known pests and diseases. Where they are present, we have developed a range of protocols to deal with them.
Item	Description	Identified risks	Mitigation
Increased Atmospheric pollutants	The Actions may be undermined in the long term by increased	It is possible that the work we carry out during this	Again, it will not be possible for us to take any specific actions to address

	atmospheric pollutants deposition	project to restore active blanket bog will be undermined in the long term by acid and/ or nitrogen deposition. However, acid deposition has declined significantly, although the impact of nitrogen deposition is increasing.	this constraint. However, the work we will do to restore and conserve active blanket bog will greatly improve its resilience in the face of any increase in acid and/ or nitrogen deposition that does occur.
Item	Description	Identified risks	Mitigation
Climate Change	The Actions may be undermined in the long-term by climate change	It is significantly possible that climate change will have an adverse impact on the blanket bog in the project area.	We will not take any actions specifically to counter the potential impacts of climate change. As with atmospheric deposition, however, the restorative work we plan to carry out will substantially increase the ability of the targeted blanket bog to withstand any potentially damaging changes that do occur. The loss of carbon, particularly “old carbon” (carbon, like coal and oil that was previously locked up and inactive in the system) from the peat soils of the uplands is a significant source of UK carbon emissions. The work to prevent the loss of peat through erosion will help to reduce the UK’s emissions and, if peat formation starts again

			there is the opportunity to turn net sources of carbon into net sinks. Finally, the work on increasing awareness and responding quickly to fires that do occur (E7) will be even more important than they are at present if summers become warmer and drier, because this change would be likely to lead to an increased risk of fire in the uplands.
Item	Description	Identified risks	Mitigation
Global economic crisis	The impacts of global economic crisis and recession – unknown impacts on materials and fuel costs in the longer term	Costs for many items required for restoration have risen significantly in the last twelve months (e.g. aviation fuel, N:P:K fertilisers, transportation costs). This could potentially have a significant impact on the area that can be treated.	All works will be timed to overcome seasonal variations in commodities, for example, fertiliser costs can be reduced by purchasing at low points in the fertiliser supply cycle and we will monitor prices to ensure that we are buying at the best possible time. All procurement will be undertaken on the basis of Best Value supply, securing longer term contracts when beneficial and short term ones where expensive purchases cannot be avoided. This is being undertaken in year 1 of the project, through Action A4.
Item	Description	Identified risks	Mitigation
Weather conditions	Weather conditions will affect the	The most significant factor	Our experience over the past 10

	work programme	affecting the delivery of any of the actions is the changeable nature of the weather conditions on the moors. This can have a serious impact on timescales for many activities and can reduce the time available for flying, for collecting aerial imagery as well as undertaking works.	years has shown how much contingency needs to be allowed in order to compensate for weather conditions. This has been allowed for in preparing the work programme and will also be addressed during the project planning phase (Actions A2 and A3).
<b>Item</b>	<b>Description</b>	<b>Identified risks</b>	<b>Mitigation</b>
Land Management and conservation site access restrictions	There are a number of periods during the year when access to sites is restricted. These include bird breeding season (April 15 to July 31) and the grouse shooting season (mid-August to October).	This reduces the available time period for progressing work which could potentially risk delivery	Our experience over the past 10 years means that we have a very good understanding of these factors. Preparation of the project plans (Actions A2 and A3) will include consideration of allowable working windows.
<b>Item</b>	<b>Description</b>	<b>Identified risks</b>	<b>Mitigation</b>
Development of minor risks	The 30 action areas in the project all have identified constraints and assumptions which carry varying degrees of risk	These more minor delivery risks could escalate under a variety of circumstances	Effective and efficient Project management using the MFFP project management tool kit (RID Log) will monitor and manage all delivery risks

Annex 8: Moors for the Future Organisational Chart (including MoorLIFE 2020)



**7. REMODELLING/REFURBISHMENT OF ACCOMMODATION AT THE MOORLAND CENTRE, EDALE, TO ACCOMMODATE THE MOORS FOR THE FUTURE PARTNERSHIP. (PM6351) (MI)**

**Purpose of the report**

1. This report asks for approval of a programme of works and where necessary waiving of standing orders to address:
  - a) The accommodation needs of the Moors for the Future Partnership, (MFFP), if the Moorlife 2020 bid is successful
  - b) Replacement of the leaking roof which formerly operated as the water feature at the Moorland Centre
  - c) The changes needed to the campsite operation to aid implementation of these proposals.

**Key Issues include:**

- a) MFFP is currently accommodated at Fieldhead, Edale which also accommodates the Moorland Centre, a ranger office and workshop and a camp site which is let on a five year lease which expires in February 2017. The Moorland Centre houses a visitor centre which is open throughout the summer and on winter weekends together with a display area
- b) If the Moorlife 2020 bid is successful the numbers of staff involved will increase to a point where the presently crowded accommodation at Edale becomes unsuitable. Additionally the accommodation at Edale has never met all the space and use requirements of MFFP (e.g. laboratory and workshop space) and it will be necessary to address some of these to support such a large programme of work.
- c) Three options have been considered: Option 1: Do nothing; Option 2: Do nothing at Edale and secure alternative premises for the partnership; Option 3: remodel and refurbish the existing Edale accommodation
- d) There will need to be changes to the campsite operation and changes to the accommodation demised under the lease to facilitate the reconfiguration of the site to meet the MFFP accommodation needs. This will require the co-operation of the lessees of the campsite and will require changes in the form of a surrender of their current lease and grant of a new lease.
- e) The leaking roof will be replaced as part of the programme of works but will no longer provide a water feature. This needs the specific approval of members following a previous resolution when an appropriation to the Visitor Centres Specific Reserve was agreed; a request is also made to waive standing orders, if necessary, see below, due to the difficulties in identifying a supplier who will undertake this work.

Plans and photographs will be on view before the meeting to aid members' understanding of the issues and proposals.

**Recommendations**

2.
  1. **That authority is given to replace the existing central roof area of the Moorland Centre up to a contract of £40k and to waive the application of standing orders as to the company selected to carry out the work as detailed below**

2. **That contracts be let up to a maximum of £214,000 for a scheme of refurbishment and alterations at Edale, subject to a successful Moorlife 2020 bid, to:**
  - a) **meet the accommodation needs of MFFP**
  - b) **secure rationalisation and refurbishment of some of the campsite facilities to allow that to happen**
3. **That the campsite lease be renegotiated as detailed in the report**

**How does this contribute to our policies and legal obligations?**

3. Providing appropriate accommodation to enable the delivery of the Moorlife 2020 programme and using our assets well are key actions in getting the basics right contributing to our 2015/16 focus of: cornerstone 1 our people - supported, valued, empowered staff; cornerstone 2 our assets - looking after the places we own and operate.

**Background**

4. Over the past 11 years the MFFP staff team has been successful in developing a successful business model resulting in over £20m of work being carried out in that period. Whilst the location at Edale works well in terms of its position relative to the MFFP area of operation the present facility at Edale does not meet the present requirements of the MFFP let alone the increased needs which will arise if the current bid application is successful.
5. It should be emphasised that the shortcomings of the accommodation have not prevented the MFFP from generating and developing the level of work mentioned. The inadequacies of the accommodation at Edale were recognised some time ago and a hot desk facility was provided at Losehill Bungalow which has now been sold. That hot desk facility has now been transferred to Aldern House. Whilst this will be useful especially when staff have other business to conclude at Aldern House, it is poorly located for the team's working area which starts at Edale and runs North as far as the Yorkshire Dales.
6. In the context of the wider, overall, property situation at Edale, this site in its entirety is one of the Authority's most valuable property assets. The site houses the MFFP but also accommodates a large well used campsite run under a franchised leasing agreement, the visitor centre, and a ranger briefing centre and workshop.
7. There is scope for sharing of facilities and this has been considered during this assessment of options. For example shared use of a workshop between the Ranger Service and MFFP may be feasible as is hot desking for any ranger staff. The assessment of options has also proceeded on the basis that there will continue to be a visitor centre presence on the site.
8. At all stages of this assessment the longer term, post MFFP, strategic consideration of the option to dispose of the property in the future has been taken into account. Nothing that is proposed would hinder such a sale in the future and this has been a deliberate objective throughout. Indeed some of what is proposed may well enhance the saleability of the site in the eyes of some potential buyers



## Options appraisal

9. MFFP gave officers a list of their requirements. They also carried out an analysis of their operating processes to identify alternative locations where they might be based and also indicated where they could be based if their needs could not be met at Edale. Using local agents officers initiated a search in three other areas: Glossop, Holmfirth and the eastern end of the Hope Valley. At the same time architects were commissioned to produce costed proposals for meeting as many as possible of MFFP's requirements at Edale. As a result the following three options were considered:-
10. **Option 1 – Do nothing**  
This option would see no changes being made to the existing accommodation and facilities being made available to the MFFP at Edale. The present accommodation situation would make daily operation of the expanded Partnership impossible and would mean that the Partnership could not meet its obligations under the terms attached to the new funding.
11. **Option 2 – Do nothing at Edale and secure alternative premises for the Partnership**  
This option would have involved no accommodation changes at Edale with that accommodation being augmented or replaced by premises elsewhere, probably outside the Park, taken on lease by the Authority for use by the MFFP. The detail of this option is expanded further below.
12. As stated above agents were retained to search for properties capable of meeting all the elements in the MFFP wish list in the Glossop, Holmfirth and eastern Hope Valley where MFFP staff considered relocation would be feasible given their area of operation.
13. The search in the Glossop area covered a very wide area and really only came up with two suitable properties. One is a former gymnasium at Mottram in what are two portal frame industrial units, available to rent at a combined figure for rent and rates of c.£75k p.a. plus estimated added annual running costs of, say, £30k. The building is larger than would really be needed to meet the list of requirements and would need a substantial internal refit. One other building was identified offering more space than would be needed, and also requiring extensive alteration, but was only available for sale at just over £500k.
14. A former more than adequately sized drill hall in a large former industrial building was found in Holmfirth at a combined rent and rates figure of c£38k or for sale at just under £1m. Refit costs would again be substantial.
15. **Option 3 – Remodel and refurbish the existing Edale accommodation**  
With this option a comprehensive set of proposals would see the space currently occupied by the MFFP refurbished. It would see them expand into the display side of the Moorland Centre and largely use that as open plan office and meeting room space. The opportunity would be taken to rationalise the use of the wing behind the house which currently accommodates some campsite and ranger facilities. Significant gains can be achieved in the efficient use of space overall with only modest changes to the structure of that wing. This approach has been adopted to maximise the use of space in the short to medium term whilst at the same time not inhibiting any future strategic decisions concerning the longer term future of the site. More details of this scheme are given at Appendix 1.

16. **The preferred option** being proposed is Option 3 but this is based on a number of assumptions as follows:-

- (a) That the medium term strategy of the Authority is to retain the Fieldhead site for as long as the collective uses of the site contribute in sufficient measure to the strategic and corporate aims and objectives of the Authority in full acknowledgement that there may come a time when this is no longer the case and disposal may become an option going forward.
- (b) That no alterations, remodelling, refurbishment proposed now do violence to the possible longer term objective expressed at (a) above.
- (c) That the extent of proposals for alterations made now are proportionate in view of (b) above. This means that not all of the MFFP wish list of changes will be met in full.

### Proposals

17. It is proposed that option three above is pursued and contracts are let up to a maximum of £214,000 to achieve the required reconfiguration of the Edale site to accommodate the MFFP team, including the campsite changes, subject to a satisfactory Moorlife 2020 bid. The essential elements of this scheme are given in Appendix 1. In progressing this proposal the following issues will need to be addressed:

18. Campsite lease:

- a) The scheme relies on a number of changes to the facilities of the campsite as outlined above and in Appendix 1. The leaseholders of the campsite have been very helpful and co-operative in agreeing in principle to the changes which affect their business. Their co-operation is crucial to delivering some of the objectives directly but also allowing the scheme's designers to consider better use of space by rationalising space they have occupied for many years.
- b) The lessees have been in occupation under successive leases for almost sixteen years and their current lease expires in February 2017. Normally they would expect to tender for a renewal for a further five years. In view of the co-operative approach they have adopted, their long period of occupation so far and to proceed with any scheme quickly, it is proposed to negotiate a surrender of the residue of their existing lease and grant a new lease for five years plus the residue of the current lease at a rent to be agreed..

19. Centre roof:

- a) In 2013 a request was made to appropriate funds to the visitor centre specific reserve for repairing the roof which had also been designed as a water feature. Members of Audit Resources and Performance Committee resolved (Minute 38/13) "That the use of the Visitor Services Specific Reserve for the repair of the water-feature roof at the Moorland Centre is subject to a Member decision once a business case has been produced."
- b) Significant effort has gone into researching how the former water feature could be replaced. Despite various attempts to stop the leaks over the years the roof still leaks and some of the leaks have affected the fabric and electrics. As part of this work it has been agreed that the water feature will not be replaced but the roof needs to be made water tight.
- c) The industry which provides structures of this type is small being roughly equally split between firms who use aluminium and glass or aluminium and polycarbonate. Officers spent considerable time trying to persuade companies in the industry to consider working on this unusual project. Eventually prices of £35,000 from a supplier using the glass method and £15,000 from a supplier using the polycarbonate method were obtained. These costs are three years old.

- d) Officers were minded to recommend the cheaper polycarbonate method as a cost effective solution but more recent advice has thrown into question whether this is a long term solution. Authority is sought to continue discussions with the limited number of suppliers in the market to find a solution within the £40k available to fund the works and to let a contract up to this price once a solution which satisfies property staff has been identified. This may require procurement standing orders to be waived should it not be possible to go through an open tendering process since we are working with specific suppliers to identify an appropriate cost effective and sustainable solution. Depending on the solution finally adopted, if at all possible normal tendering procedure will be followed.

20. Planning issues:

The following aspects of the proposed scheme will need discussion with planning colleagues and, where necessary, may require planning consent:

- a) The former water feature is to be replaced with a new roof.
- b) The new parking area will require planning consent.
- c) Use of part of the visitor centre as offices will require change of use consent.
- d) Some changes to the campsite facilities made necessary to facilitate the MFFP changes will need planning consent and change of use consent.
- e) One small new extension and possibly another small infill extension will require consent.
- f) Provision of a shed for the storage of the campsite lessee's mowers and equipment.

**Financial implications:**

21. The sources of funding for the proposals are:

1. Up to £40k in the visitor centre reserve to cover the cost of the roof repair
2. £14,328 towards previously planned refurbishment of the campsite approved as part of 2014/15 slippage requests- this planned work would take place at the same time as other work to the campsite facilities necessary to achieve the MFF accommodation needs
3. Up to £200k from the corporate overhead budget funded through a successful Moorlife 2020 bid.

Potentially this gives a total of £254k for all the proposed works on the site. The precise sum financed from the corporate overhead budget will be dependent on the final agreed contribution from the 1 and 2 above.

22. The cost of the accommodation works excluding the roof repair and planned campsite refurbishment is estimated at up to £200k and this figure is used in Table 1 below so that comparisons of the options can be made. Table 1 shows that option 2, securing alternative premises has a net present value cost of £270,000 and option 3, reconfiguring the Edale site has a present value of £172,000 indicating that this is the best financial option.

Table 1

Option	Cost	Other revenue property running costs	Corporate overhead Budget implication:
<p>Option 2. Other locations – Holmfirth as the cheapest available</p>	<p>£100,000 conversion cost plus rental of £38,000 p.a. for 5 years.</p> <p><b>Present Value cost of £270,000</b></p> <p>Rental includes IT connectivity which is greater than Edale</p> <p>Assumes no payment for residual value from landlord at lease expiry</p>	<p>Assumed as now</p> <p>NB running costs at Edale for remaining services becomes more as MFF contribution will follow team</p>	<ol style="list-style-type: none"> <li>1. £25,000 identified and approved at 2014/15 year end towards reconfiguration</li> <li>2. £75,000 per annum repayment of remaining configuration costs consolidated into rental i.e. £53,000 per annum allocation from corporate overhead budget</li> </ol>
<p>Option 3 Remain at Edale</p>	<p>Estimated at £200,000 for conversion.</p> <p>To increase ICT connectivity and share cost with Castleton visitor centre say £10,000 line cost p.a. (£20,000 p.a. if not shared with Castleton visitor centre)</p> <p><b>Present Value cost of £172,000</b></p> <p>Assumes 70% residual value after 5 years</p>	<p>Assumed as now but may be more if other services not based there into the future.</p>	<ol style="list-style-type: none"> <li>1. £25,000 identified and approved at 2014/15 year end towards reconfiguration</li> <li>2. £12,000 per annum borrowing charge allocation from corporate overhead budget for £175k reconfiguration cost</li> <li>3. £10k or £20k per annum allocation from corporate overhead budget for extra IT connectivity</li> </ol>

23. In addition it needs to be noted:
- a) The above costs do not take into account the cost of paying towards excess travel costs if staff are relocated should option 3 not be pursued.
  - b) After the 5 year Moorlife period if the MFF partnership comes to an end or external funding ceases the outstanding loan will need to be funded from one of the following sources:
    - a pre-commitment against the capital receipt from the disposal of the site or
    - a continuing borrowing charge against any income that is derived from future tenants or services run from the site or
    - paid off by any remaining money in the corporate overhead budget after all other exit costs are funded

### **Asset implications**

24. This site taken as a whole provides accommodation for the MFFP, a visitor centre which is open daily through the summer and winter weekends, a campsite and a briefing centre and workshop for the Ranger Service. When and if the time arrives where the MFFP no longer need their accommodation the attention of the Authority may move towards a possible sale of the whole site with vacant possession.
25. When that situation arises analysis will be needed as to whether the uses that remain make sufficient use of what by that time may well be the Authority's most valuable property asset. Any proposals to change the uses made of the site should always have that ultimate situation in mind in view of our medium and long term financial planning.
26. Any changes made now should not so change the character of the site or the facilities it now offers as to represent any risk of devaluing the long term asset value of the site. It is suggested that a site of this type in this location with established uses of the type now present, requiring little if any planning changes, would make this a very attractive site for a number of educationally or recreationally orientated bodies locally and nationally.

### **ICT implications**

27. Any continued use of the moorland centre must include a secure location for the ICT core equipment (routers, switches, server, storage device and backup equipment). The exact amount of equipment will depend on the connectivity levels attained (see paragraphs below).
28. There may be an option of installing fibre connections to Castleton, and then onto Edale to significantly improve the connectivity to the Edale site addressing the risks which are currently carried including limited disaster recovery provisions, limited ability to publish MFFP data, limited ability to share PDNPA systems at Edale or to make use of web or cloud based systems and services. If the Moorlife 2020 bid is successful and the option of reconfiguring the Edale site is approved this will be progressed, funded through the corporate overhead allocation from the project budget. It should be noted that this will not have an impact of the saleability of the site, as we would be unable to maintain that connectivity should the site be sold. This is because the connectivity will actually form part of the PDNPA network, and so would not be useable privately by any future owners of that site.
29. Should the additional connectivity option not be possible, and the moorland centre remains as a satellite office, then a new local server, storage device and backup solution will be required during the 2015/16 financial year at a cost of approximately £6k funded from the corporate overhead budget or IT budget. This would limit the ICT ambitions of the MFFP as key business systems would not be available to them at Edale in this model.

**Risk Management:**

30. There are the following risks relating to the preferred option as follows:
- a) Costs so far are estimates which will be refined as the project develops.
  - b) The timetable for the work is tight with work expecting to start as soon as possible and finish by the end of December.
  - c) Disruption while work is carried out may impact on income levels but it should be possible to minimise that effect with good logistics planning and work sequencing. As regards the campsite any adverse effect should be minimal as to income and will be more related to general operational inconvenience.

**Sustainability:**

31. There are no implications as such but the main Centre building was provided with a ground source heat pump at the time of its construction and this system has been extended to provide heating for the offices used by MFFP. The proposed changes may provide limited opportunities to add further areas to the ground source heat pump heating circuits subject to it having sufficient remaining capacity.
32. The current ground source heat pump is not reversible and so cannot be used to aid cooling of the main Centre building which does suffer from overheating in summer. There is a possibility that replacement of the ground source heat pump may be possible at reasonable cost. If feasible replacement may secure tariff payments and would aid cooling as well as giving sufficient capacity to serve the whole site. This is being investigated but no detailed information is to hand at the time of writing the report.
33. **Background papers** (not previously published)  
None

**Appendices**

Appendix 1: Essential elements of the scheme proposed

**Report Author, Job Title and Publication Date**

**Mike Ingham, Property Support Manager, 9 July 2015**

## Appendix 1

The essential elements of the scheme proposed are as follows:-

1. To use the current display side of the Moorland Centre building, (the left hand side of the centre as you enter), as open plan office and meeting space whilst retaining the visitor centre use.
2. Replace the replacement central roof area of the Centre which incorporates the water feature, which has been a constant source of leaks. (Funding for this is set aside in the Visitor Services reserve but the work will be carried out as part of this overall project). The water feature element will be abandoned in any replacement roof. The present roof is a combination of glass and aluminium. An indication of cost was given by one company two years ago for a glass and aluminium replacement which would also work as a water feature and that figure was £35k. A single skin polycarbonate solution has been devised by officers working with another company over the last two years and their estimation of cost is nearer £15k. However there are still some reservations about the degree of condensation which form on a single skin roof in cold weather and this has yet to be resolved. For rather complex reasons, using the polycarbonate solution would also require some changes to the interior of the building but for other reasons these same changes will facilitate the use of part of the offices and have been allowed for in the overall scheme costs. The recommendations include a request to waive standing orders to enable the company identified to carry out the work although there is still some uncertainty about the final choice of roofing method and this has yet to be resolved..
3. To reconfigure other parts of the mainly the ground floor accommodation in the former house to meet some identified needs and also to provide some staff facilities which ensure compliance with workplace working standards and also meet accessibility criteria to include:-
  - (a) More workstations – there are currently 17 workstations at Edale with 5 hot desking spaces at Aldern House. It should be possible to add a further 10 workstations as part of the changes subject to how much space needs to be devoted to meeting rooms.
  - (b) Accessible ground floor toilets.
  - (c) Kitchen and eating area.
  - (d) Showers
  - (e) Laboratory space.
  - (f) Workshop space
  - (g) Improved meeting room provision
  - (h) Display space
  - (i) Library
  - (j) Quiet working space which will double as a meeting room
  - (k) Print room/document preparation space which may have to double as a meeting room.
4. As a consequence of 3 above include a modest extension of the current campsite laundry room and also relocate the male campsite showers which will necessitate refurbishment of all the male campsite ablutions.
5. To relocate the campsite operator's storage into a new wooden shed which would also assist in achieving item 4 above.

6. Take a large part of an area currently set aside as grassed garden area for use by the campsite lessee to rationalise the current parking in the yard and to provide some parking, including disabled parking, for some MFFP staff and MFFP's visitors.
7. Rationalise the car parking and associated areas at the front of the Centre to demarcate the different parking and public areas to improve the 'welcome' to the whole site.



## 8. **INFORMATION MANAGEMENT STRATEGY (DJB)**

### **Purpose of the report**

This report seeks member approval for the adoption of the second Information Management Strategy (IMS2) for the 5 year period 2015 – 2010. This strategy builds on and replaces the previous Information management strategy from the period 2008 – 2013.

### **Key issues**

- The organisation's data is not managed to consistent standards of quality, in consistent methods or held in consistent structures. This makes data very difficult to use across the organisation and forces more silo'd ways of working.
- Poor management of information increases the administrative overhead of using that information in such ways as:
  - Preparing information for public consumption becomes an additional administrative task (includes information held in both electronic and paper formats) instead of managing information in an appropriate way to enable appropriate data to be published from source with minimal administrative intervention or in the form of customer self-service mechanisms. This becomes ever more pertinent as more transparency obligations being introduced over time require more and more information to be published.
  - Teams need to act as proxies to provide information to other areas of the business as there is no mechanism for all staff to find out what information the organisation holds (i.e. 1 team may hold data that is relevant to an activity being undertaken by another team, but as they do not know of its existence they do not use that data to enhance the activity being undertaken).
- Poor data management has resulted in large amounts of duplicated information (i.e. 2 teams holding a copy of the same report for their own use). This results in issues for version control and data quality as part of the organisation ends up working from old or out of date versions of information if only one copy is updated (for example Team A are not always aware that team B are holding a copy of their information and team A do not inform team B when an update is made to that information). Storage of duplicated information also increases ICT storage costs.
- Poor data management has resulted in huge uncontrolled growth of data sets, that become unusable due to the sheer volume of data. For example, at the worst point during 2012 the organisation was holding over 56,000 spatial datasets in individual files and in inconsistent structures and locations. Pertinent data for one activity to the next simply becomes 'lost' in this volume of information with no easy way to find the specific information required for a certain activity.
- There is a cultural pattern that means data is very rarely disposed of as part of normal working practice. This issue is compounded by information being difficult to identify and so "to be on the safe side because I'm not sure..." information is retained indefinitely in many cases. This not only increases the organisations costs for the storage of that information but also exacerbates the

problem of pertinent information becoming lost in obscurity if it is 'buried' deep in folder structures with high volumes of other data. For certain information (such as personal data) the organisation has an obligation under the Data Protection Act to dispose of data when its intended use has been fulfilled. Other information should be disposed of when it is no longer of use as part of good practice.

- There is little information held about what data the organisation holds, i.e. the organisation has no register of information in the same way that the organisation holds registers of the other assets.

### **Recommendations**

2.
  1. **That members approve the adoption of IMS2 including the principles, deliverables and methods described within it.**
  2. **That members approve the identification of Information Asset Owners (IAO's) throughout the organisation to provide a management structure for the Senior Information Risk Owner (SIRO) to fulfil the duties of that role.**

### **How does this contribute to our policies and legal obligations?**

3. Appropriately managed information to quality standards that are fit for purpose is essential to achieving the 2015/16 business plan focus of building a solid foundation for the organisation.  
In addition, implementation of this strategy will fulfil the Information Commission Office recommendations from the previous two information Management internal audits as well increasing the control of information to ensure compliance with relevant legislative obligations (dependent on particular type of data in question)

### **Background**

4. IMS1 (2008 – 2013) provided a stable foundation, and tested the principles on a practical level. IMS2 now needs to build on that foundation to deliver the vision in a much more holistic way across the organisation.
5. An ICO recommendation is for the appointment of a SIRO role and IAO's throughout the organisation to provide a structure to allow information to be appropriately and securely managed, thereby creating a mechanism for the organisation to appropriately manage the risks associated with the information that it holds and uses.
6. The public demand for greater transparency from local government organisations supported by increasing legislative obligations has created a greater demand to service requests for information or to publish openly. Implementation of IMS2 will allow this increasing workload to be streamlined and allow a greater level of self-service through web based applications.

## Proposals

7. The strategy outlines 6 principles of information management pertinent to this organisation.
8. The strategy also outlines 6 broad areas of delivery (Governance, Data Management, information asset owners, skills/training, ways of working and infrastructure and business systems). More detailed implementation action planning will be needed following the adoption of this strategy to provide the detail required to shift current data management practices to those described in the strategy (this would need to be specific to the individual cases and types of data held throughout the organisation), involving staff and managers.

### Are there any corporate implications members should be concerned about?

9. **Financial:**  
The strategy does not include any direct costs, but does aim to strengthen the control and justification processes for any purchases for business systems and aims to increase the utilisation of existing business systems to increase the value for money realised from those systems. Removal of duplication of information will also reduce ICT costs in the storage of that information as well as the costs for the backup and disaster recovery provisions for that information.
10. **Risk Management:**  
Implementation of this strategy aims to increase the security and control of the organisations information reducing the risk of data breaches or loss of information on a permanent basis (i.e. as levels of backup and disaster recovery provisions are dependent upon the storage method, management level and format of the information in question). The strategy also aims to provide a management structure to ensure that information is maintained in accordance with legislative controls (such as the DPA).
11. **Sustainability:**  
Through the implementation of this strategy the organisation will move to a sustainable model for information management allowing that information to be realised as an asset and utilised to greater effectiveness.
12. **HR**  
Through the implementation of this strategy information asset owners will be identified throughout the organisation. This may have an impact on job descriptions if the additional responsibilities of this role are too far removed from existing job descriptions.
13. **Background papers** (not previously published)  
None

## Appendices

Appendix 1: Information Management Strategy 2 (IMS2)

### Report Author, Job Title and Publication Date

Darren Butler, Head of Information Management, 9 July 2015

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# IMS2 Information Management Strategy 2015 – 2020

*“The PDNPA will hold and use high quality information in a secure, consistent and structured way to allow the maximum benefit to be realised from this asset. This information will be easily shared within the organisation and publically with customers and partners where appropriate.”*

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1.3	Mary Bagley, Maureen Eastgate, Ruth Marchington, Brian Taylor	Information Management steering group	Peak District NPA
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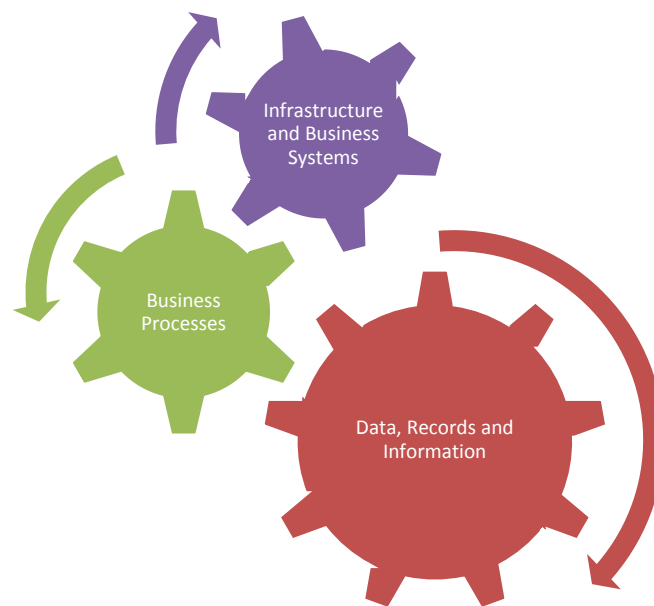
## 2. Introduction

This section will define information management and an information management strategy as well as describing the outcomes of the previous strategy.

### 2.1 Definition and Aim

Information Management is a broad term that encompasses the techniques an organisation adopts for the creation, use, processing/manipulation, publication and destruction of information. This includes the systems and processes as well as the data and information itself and aims to increase the value of information as an asset (through improving the decisions an organisation makes and/or improving the services it offers to its customers etc.)

An information management strategy (IMS) provides a corporate level vision, plan and discipline for how an organisation can make the best use of its information to increase productivity, responsiveness, quality, security and service offering whilst reducing risk, latency and duplication. An information management strategy must take into account the organisations data, processes and systems, and so is not a strategy for IT teams alone, but has an impact and dependency for all parts of the organisation.



This diagram illustrates that a combination of elements is required to improve the value of information as an asset, and that no single item (business or IT systems, processes or data) can deliver in isolation.

## 2.2 Background and Lessons Learnt

IMS1 (2008 – 2013) moved the organisations information management forward in a number of areas:

- The organisations infrastructure was improved to provide increased stability, security and resilience as well as data backup and disaster recovery provisions. This gave the organisation a fundamental foundation from which to build its capabilities whilst reducing its risks.
- Business processes were reviewed in some areas, and re-engineered together with new business systems to tackle issues with information storage, availability and efficiency in processes (specifically development control and pre-application advice utilising document management and PAM/DAM). This successfully tested the principle for storing information once, electronically, but making that information available from that single source to all areas that require it (both within the organisation and externally).
- The organisations spatial data started to be cleansed and migrated to a single consistent source (moving away from sporadic, duplicated files stored in multiple locations with limited control of versions or accuracy, and limited ability to share that information across the organisation)

Although these successes need to be recognised and continued, it is also important to learn from the challenges met during IMS1, which include:

- A greater need for governance at a corporate level to ensure that new processes, systems or activities are implemented in a way that compliments the organisations existing work and information and does not create separate ‘pots’ of data existing in silos.
- A need for an improved justification processes for new endeavours to prevent the organisation being distracted by activities that do not yield an adequate return for the organisation and/or its customers and divert resources from agreed priorities.
- A need to improve the utilisation of existing processes and/or systems to prevent areas of the business ‘reinventing the wheel’ when performing activities similar in nature to activities undertaken in other areas of the organisation.

In summary IMS1 provided a stable foundation, and tested the principles on a practical level. IMS2 now needs to build on that foundation to deliver the vision in a much more holistic way.

To supplement this introduction, please see [appendix 1](#) for an overview of the organisations data needs both historically and at the present. This strategy aims to meet the current and predicted data needs for the organisation and its customers.



### 3. Vision for Information Management

*“The PDNPA will hold and use high quality information in a secure, consistent and structured way to allow the maximum benefit to be realised from this asset. This information will be easily shared within the organisation and publically with customers and partners where appropriate.”*

#### 3.1 Information Management Principles and Deliverables

Using the format:

1. *Principle*

- *Deliverable*
- *Deliverable*

This section aims to provide fundamental guidelines to align how information is managed to support the vision statement and provide an overview of the deliverables this will provide for the organisation. In approving this strategy these principles will underpin the way we work across the organisation in the future.

1. Information will be recognised as an asset and managed to a quality that meets business and customer needs. Includes assigning custodian ownership of datasets to provide accountability and ensure information is managed appropriately (Information Asset Owners (IAOs)).
  - Introducing management standards for information, including creation of Metadata about the information will allow a greater use of technology to increase the efficient storage of that information as well as increase opportunities for re-use of information (and the business systems used to manage that information) across the organisation.
  - Information that is spread across paper records or poorly organised electronic formats could be missed when required, either for internal business needs or for customer and/or legislative needs (i.e. missing the publication of information as part of an FOI request). IAOs accountable for the consistent management of information would reduce the likelihood of this risk.
  - Increasing the quality of information will reduce the risk of making poor decisions and determinations based on that information (i.e. increasing the quality of information regarding a particular site will influence any planning decision at that site).
2. Information will be stored electronically in consistent formats where possible (i.e. stored and managed to consistent standards)
  - Information held electronically can be included in appropriate backup and disaster recovery provisions. Information held only in paper format is at risk of being permanently lost (i.e. in fire or flood etc.)

- Consistent methods for accessing information will reduce the training overhead for staff and allow all areas of the business to interact with all appropriate business information on a level platform.
  - Use of consistent applications and increased governance will reduce the risk of Underutilisation of business systems or additional expenses incurred due to procurement/development of similar business systems by different areas of the organisation.
3. Public information will be published unless there is an overriding reason not to.
- Customer Self-Service capabilities will be improved making the publishing of more information online possible. This will reduce the administrative overhead in managing customer requests for information and in managing the publically available information itself.
  - Appropriately managed information will allow that information to be accessible within the organisation as well as publically (where appropriate) without additional effort to publish copies of data (i.e. removing the current approach to holding an internal version of data and a separate public copy of that data creating 2 duplicate datasets that require management over time).
4. Information will not be duplicated, but will be stored once and made available to all appropriate areas. This includes only holding information that the PDNPA is best placed to hold (i.e. not duplicating information managed/stored by other organisations).
- Removing or reducing data duplication will reduce the cost of storage of that information and reduce the 'clutter' of information within the organisation.
  - Appropriate signposting to third party data will reduce the amount of information that this organisation holds as well as removing the administrative overheads in ensuring our copy of third party data is kept up to date.
5. Information will be appropriately secured and backed up (i.e. rights to create, view, edit or distribute information to be controlled), though information will be available to all unless there are overriding reasons to restrict access (Data will be owned by the organisation and not by individual teams).
- Appropriate backup and disaster recovery provisions will prevent the organisation permanently losing information, and will reduce the temporary loss of access to information to a minimum.
  - Raising data ownership to a corporate level and allowing access to all data across the authority (unless there is an overriding reason not to – such as restricted access to personal HR data for example) will remove 'data silos' and allow teams to make better decisions as they will have an awareness of the existence of data that may be relevant to their activities.

- Data managed and stored in consistent methods are easier to secure appropriately to prevent data breaches or loss of sensitive and/or personal data. Auditability of this data and access to it is also made possible.
6. Only required information will be stored and information will be appropriately disposed of when its use is complete.
- Disposing of information at the end of its use will reduce the cost of storage of that information and reduce the 'clutter' of information within the organisation.
  - Disposal of sensitive or personal information at the end of its use will form part of the organisations actions to remain compliant with legislation (such as the data protection act).

More detail is provided to describe these principles in [appendix 2](#).

## 4. IMS2 Delivery

The delivery of this strategy will be achieved in many different ways, but at the most fundamental level it will be achieved by taking the vision and principles into account in all projects as well as 'business as usual' tasks. This needn't be onerous and simply means that when there are many ways of completing a task, that the principles above are taken into account when deciding how to proceed.

The sub-sections below provide the key messages for how this strategy can be delivered, though these are still deliberately kept at a high level to allow this strategy to be applied at a corporate level and to remain relevant for 5 years. Specific projects will involve as many or as few of the sub-sections below as are appropriate to that project. Further detail supporting these key messages can be found in the relevant appendices (referenced in each sub-section).

Following the acceptance of this strategy by management team, a more detailed action plan will need to be developed for each of the threads below, appropriately prioritised into service plans over the period of this strategy.

### 4.1 Governance

The information management steering group (IMSG) has been set up, with representation from each of the directorates within the authority as a governance body for information management.

This level of governance is required to ensure that projects are:

- Appropriately prioritised against other projects, particularly when there are resource conflicts between projects.
- In-line with wider strategies, primarily IMS2 and the corporate strategy along with supporting strategies (i.e. the asset management plan and the giving strategy).
- Appropriate, justified and sustainable after delivery

In addition, this level of governance should provide a layer of sanity checking to ensure one area of the business does not procure services, products or systems that conflict or overlap with services, products and/or systems in use elsewhere in the organisation.

As the IMSG matures, it will need to define criteria to determine the level of project that should be considered by the group.

### 4.2 Data Management

There is still a broad mixture for how data is managed across the organisation, complicated further by the different types and nature of the data that the organisation manages. The main groups of data are described below, but it should be kept in mind that within any area of the business and for any specific task or activity, many of the groups of data are used together to gather the required information from all of the data available.

There is no 'one size fits all' for managing the broad and varied data created and used across the organisation and so the delivery aims below should be strived for with an understanding that exceptions may and will exist in some cases.

#### 4.2.1 Spatial Data

The corporate Geographic Information System (GIS), called Earthlight, should be used to store all spatial data. In the majority of cases (circa 90%) Earthlight is also the appropriate tool for the consumption, analysis and manipulation of spatial data, although there are cases whereby additional functionality is required for more detailed or complex analysis. In these cases MapInfo should still be used to perform the specific task requiring the additional functionality, but the underlying data should remain managed through Earthlight.

Each spatial dataset owned by the organisation should also be described appropriately using metadata. Again this is to be managed through Earthlight and will form a part of the organisations data register as well as forming part of the organisations obligations under the Inspire directive.

Please see [appendix 3](#) for further information and reasoning behind this approach to spatial data management.

#### 4.2.2 Data in Business Systems

Utilisation of existing business systems is to be increased to obtain a higher value for money from these systems. Also, existing business systems are to be rationalised to ensure the organisation is not operating multiple systems that cover the same or similar functionality. The development and/or procurement of further business systems is to be governed by the IMSG (supported by appropriate business cases) to ensure that an appropriate return on investment will be gained from any business system and to ensure that different areas of the business do not operate new business systems that conflict with or duplicate existing business systems.

The Hub (a web based business system developed by the PDNPA) is to grow to include further data from business systems as well as spatial data managed by Earthlight. This application will provide a single consistent location, or 'portal' for staff and customers (where appropriate using the public side of the Hub) to view the organisations data in a structured and controlled way, from the range of different sources. The business systems themselves (or Earthlight in the case of spatial data) will remain the correct location to alter or manipulate data, but the Hub will be a tool for viewing and consuming that data from a range of source systems across the organisation.

Please see [appendix 4](#) for further information and reasoning behind this approach to business system data management.

#### 4.2.3 Documents

Documents will be stored and managed in the document management system (DMS), utilising a range of tools to complete this:

- The Hub (currently possible to view and search for documents – further development to follow during 2015 to allow document metadata and document versions to be managed as well as documents to be deleted and/or replaced).
- Polled folders, the batch scanners and wide angle scanner – allows documentation to be uploaded directly to the document management system and appropriately categorised and linked to the relevant business data (i.e. a document is uploaded and linked to the specific conservation area record that the document relates to).

- The DMS front end – to be released for wider business use following a security update during 2015, this application will allow granular management of documentation including deleting and workflow management.
- Plugins for Microsoft office – this will allow documents stored in the DMS to be accessed directly from MS office products (such as word or excel) so that document content and metadata can be created, manipulated or updated directly.

The business data that the documentation relates to will need to be available within the Hub prior to any documentation being migrated into the DMS (for example this may involve the cleansing and migration of spatial data into Earthlight before the documents that relate to that data can be stored in the DMS).

Please see [appendix 5](#) for further information and reasoning behind this approach to document management.

#### 4.3 Information Asset Owners (IAO's)

The role of Information Asset Owner (IAO) will be assigned as part of existing roles throughout the organisation. These roles will be assigned to individuals to cover specific team or department levels as appropriate to provide a point of accountability and custodianship for the quality of the business data managed by that team/department.

The IAOs will be responsible for ensuring that data is maintained to required standards, stored and managed in accordance with this strategy and that the metadata is complete and accurate for each data set within their specific area. (for clarity, the IAO's will be responsible for ensuring the quality of the data and metadata maintained, not necessarily for managing the data and/or metadata themselves).

Once the IAO's are in place, the head of information management will also take on the role of Senior Information Risk Owner (SIRO) as recommended by the ICO and during the 2014 information management external audit.

Please see [appendix 6](#) for further information and reasoning behind the use of information asset owners.

#### 4.4 Infrastructure and Business Systems

A solid foundation upon which the organisations business systems operate, providing access to required systems and data to staff and customers as appropriate, managed by a combination of an appropriately skilled core in-house team and 3<sup>rd</sup> party support.

During 2015 and 2016 the organisations core infrastructure (the servers, network and storage equipment) are up for renewal. The preferred option is to move from a model of 5/6 yearly replacement of equipment purchased and hosted at Aldern House to a service model whereby the infrastructure is hosted and partly managed by a 3<sup>rd</sup> party. This option will provide scalability to grow or adjust the infrastructure as the organisations use of business systems matures, and as the organisations focus and functions change over the time period for this strategy. This option will also fill a skills and capacity gap within the in-house IT team for infrastructure management reducing the risks of system failures and issues. Specifically this will include enhanced management of firmware, software patching as well as management of key components such as the virtualisation software and application delivery software (such as Citrix).

Please see the related documents section below for a link to the business case and financial forecast for the organisations IT infrastructure replacement programme for more detail.

#### 4.5 Skills and Training

Staff will need to have the appropriate skills to use the equipment, business systems, processes and data as appropriate for their role. The information management service will be responsible for training staff on in-house developed applications (such as the Hub), whereas training for standard off the shelf applications (such as MS Office or M3 etc.) will be managed by individuals and their line managers. Training on applications should be coordinated across the authority as much as possible to receive economy of scale savings for any training provided. Other training resources (such as Lynda.com) will also be promoted more to encourage a greater individual responsibility for maintaining skills and for self-led training.

#### 4.6 Ways of Working

Data used by individual teams can no longer be considered in isolation of the rest of the organisation or the rest of the organisations data. Changes will need to be made in most areas of the organisation for how they store, manage, maintain and use their data (As per the IMS2 Delivery section above) to remove the current silos of data that exist within the organisation. This change will need to be managed in a way that is feasible and sustainable for each area of the organisation in turn to minimise the impact on service delivery during the time of change, but will need to be given enough priority so that these changes do take place. From that point consistency and discipline will be required to continue to manage data in a corporate way, and not revert back to teams keeping local 'pots' of data in their folder structures. IAOs will help to maintain this control.

Local departments or teams will maintain control over the management of data for their area, but the data must be considered as a corporate asset rather than a team or department resource alone.

## 5. Risks and Dependencies

This section aims to highlight the risks and dependencies within the organisation that will need to be addressed as part of the implementation. As an overarching strategy, these deliverables and dependencies will be kept at a high level. The justification and planning process for projects and specific items of work (for example a recently proposed data cleansing and migration project for ecology spatial data) will need to incorporate detailed deliverables and dependencies in line with this strategy and will need to mitigate the risks identified.

### 5.1 Risks for implementing IMS2

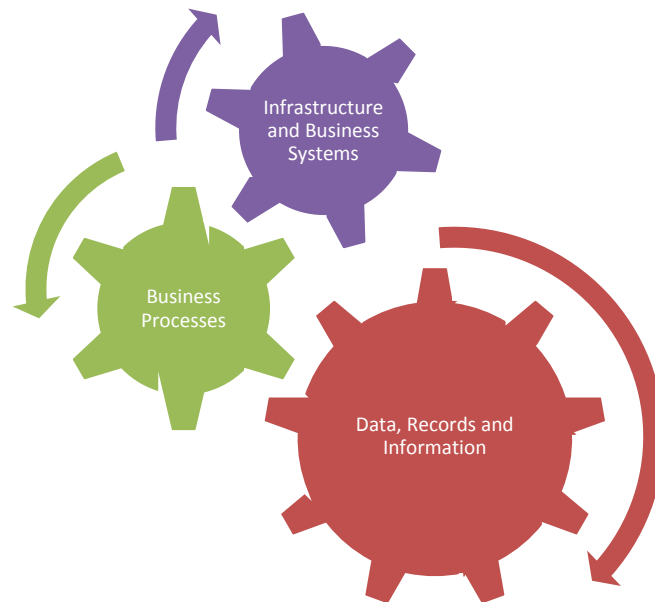
As with any area of work, changing the way in which the organisation manages its information does increase some risks (as well as reducing or mitigating other risks). This section aims to provide a high level view of any risks that would be created or increased by implementing this strategy, but again any specific items of work proposed would need to identify in detail the specific risks related to that piece of work.

Risk Description	Potential Impact	Mitigating Action
<p>Increasing self-serve capabilities and publishing more information may allow customers to bypass an 'expert advice' process</p> <p>Likelihood and frequency are intangible as this risk is largely anecdotal.</p>	<p>Undesirable activities may take place for which the PDNPA has not had an opportunity to influence. For example, if TPO data is published, then a customer may undertake work on a tree (as it does not appear to be protected) that the PDNPA would have preferred to advise or prevent.</p>	<p>Each data set that the organisation holds must be managed based on its own merits, and only published where appropriate (including accepting any risks that may be present). The ability of the organisation to continue to provide an advice level service for the information that it holds will also need to be taken into account in light of the financial challenges the organisation faces.</p>
<p>Increased risk of providing misinformation internally and for customers if quality, accuracy and timeliness of data is not maintained</p>	<p>Poor decision making by the organisation (when consulting or advising for example) or misdirection for customers</p>	<p>Information asset owners provide administrative ownership and clear boundaries of responsibility for the organisations information and data sets.</p> <p>Implementation of this strategy provides clear summaries for the organisations data making it easier to highlight and plan maintenance of data sets.</p>



## 5.2 Dependencies

As mentioned in the introduction, good information management practices cannot be delivered by one area alone and instead requires three main areas in unison:



A business system alone cannot provide all of the benefits and deliverables of good information management practices as there is a reliance upon the business processes to control how the business system is used, and the quality of data to ensure the outputs of the processes and the information gleaned from the business system is fit for purpose. Likewise, simply having high quality data in isolation of business systems and processes will limit the benefits as the business system provides the functionality to manage, manipulate and consume that data in more meaningful ways, increasing its value in combination with sound business processes to ensure the data remains high quality, accurate and fit for purpose as well as used in the most efficient way.

## 6. Related Documentation

The following documentation relate to this strategy, though some items are confidential in which case only management team and the IMSG will be able to open them:

- [IT Infrastructure Refresh Business Case](#)
- [IT Infrastructure Refresh Financial Implications](#) (Confidential)
- [PDNPA Sites - Connectivity](#)

## 7. Appendix 1 – Understanding the data needs

Historically the organisation has been largely ‘site focused’, deriving most business activities from areas of land across the national park. This is reflected in the organisations data, whereby a high proportion also relates to sites. This may be in the form of:

- National or international designations such as Sites of Special Scientific Interest (SSSI), Countryside Rights of Way (CROW) or Scheduled Monuments etc.
- Landholding or land ownership such as Coal Authority land, natural England owned land or PDNPA property and trails etc.
- Localised designations or areas of interest such as archaeological sites, planning matters or event routes/locations etc.

Note: the data sets above list only a tiny amount of the data that the organisation holds or uses and are listed as examples only.

Although the organisation holds a significant amount of data, files and records for a range of subjects, in nearly all circumstances that data at least relates to an area of land. This data would generally have been stored in a range of paper filing methods across the organisation and although storing information in paper format has greatly reduced (but has not yet completely stopped) it does mean that there is a legacy of large volumes of (still relevant) information that is only held in paper format.

In recent years the organisation has recognised the risk in storing information in this way (i.e. lose the paper record and you lose the information permanently) as well as the difficulties for information provision and usage that this causes (i.e. the time spent searching for the relevant paper record, or the inability to publish paper information to customers in an efficient way). This realisation prompted a shift to storing information electronically, though initially this was implemented in an ad-hoc way (for example files are stored in differing folder structures and ‘buried’ in multiple folder levels with little or no consistency for structures between teams and services). This shift did help to reduce the risk for permanent loss of information, but did little to help the efficient use of that information across the organisation or to make relevant information available publically (i.e. the information was still held in silos where one part of the organisation would be un-aware of what information was held by another part of the organisation, and therefore unaware of whether that information is useful to their activities or not).

Today, the organisation still has a large focus on sites, but is also shifting to include a greater focus on customers as well. Also, through the implementation of IMS1, new tools are allowing the organisation to store its information, or at least pointers to that information, in a way that makes it available to the rest of the organisation in a consistent and controlled way (i.e. the use of Earthlight for spatial data and PAM/DAM and the HUB as a ‘window’ to view information from multiple sources). At the very least this allows knowledge of the existence the information the authority holds to be known to wider audiences than simply the team that created the information, but where possible and appropriate also allows access to that information without having to ‘proxy’ requests through other teams. In addition, there is a growing desire from the public, and mandate on local government authorities to increase transparency, and publish much more information than would have been published historically. This trend is only set to increase, meaning a greater demand on the organisation to service information requests from the public if that information is not readily available in a ‘self-serve’ capacity.

IMS2 will seek to continue this maturing approach to information management, and support the growing need to relate information to customers as well as sites, increase the knowledge of, and ease of access to information within the authority, as well as increase the capability for customers to self-serve to retrieve appropriate information.

## Appendix 2 – Information Management Principles Detail

**Principle 1** describes how information will be recognised as an asset within the organisation, in a similar way to finance, physical assets (property) and/or staff. As an asset, information will be managed in a way that will allow the organisation to hold it in a secure and efficient way, but also make the most use of that asset to meet the aims of the organisation. This will include the assigning of appropriate information asset owners (IAOs) as recommended by the information commissioner's office (ICO) for public bodies. These IAOs will be responsible for ensuring that information is managed to suitable standards to ensure it is fit for purpose and available to all appropriate parties and that the information is not duplicated, remains up to date and meets required quality standards. These standards will include maintaining information asset registers with appropriate metadata to describe the information being held (for use within the organisation and publically where appropriate).

**Principle 2** continues the theme from IMS1 whereby a paper record will no longer be the master copy of any piece of information. The organisation has a legacy of large volumes of paper files with very limited resources available to change this. However, for any new information created, or if any information is updated it should be stored electronically in as consistent a method as possible (dependent on the type of data in hand). This means that wherever possible systems and standards will be re-used to reduce the number of disparate locations that information is stored in. Greater use of a document management system should be used to reduce the amount of information stored in windows folders increasing the control, access and search ability of these records. Corporate applications such as the HUB should be utilised to publish information (or at least publish the description of that information) across the authority and publically where appropriate. For example, it may not be appropriate to publish the details (reports and findings etc.) of a particular land survey, but the existence of that survey should be published. Using a single application such as the HUB to publish that information (either within the authority or publically) regardless of the actual source of that information provides a consistent application for staff to use regardless of the type of information.

**Principle 3** is derived from a UK central government principle for information management, and also supports the aims for government organisations to become more transparent. In practice, this principle needs to be applied in a way that:

- a) Reduces the administrative overhead for publishing information by allowing the information to be stored once and made available publically from that location where appropriate. This will mean a shift in some areas where by information is stored and managed in one location, and then a copy is made and stored in another location (such as a pdf for our website) to be published.
- b) Allows the public to access that information in a 'self-serve' capacity to reduce the administrative overhead in preparing and supplying information following direct contact from customers requesting information.

**Principle 4** describes a behaviour that will increase accuracy of information as well as reduce the cost for the storage of that information. For example, currently if a report is required by 3 teams within the authority, then there are examples whereby that report will be copied three times and stored individually by each of the teams. This both increases the cost for that storage (as the report is effectively taking up 3 times the space) and prevents appropriate version control (as not all copies may get updated if a change is required, potentially leaving one team working from an old version). This principle states that a piece of information will be stored once, but made available to all interested parties through appropriate means (such as the HUB or M3 for example).

**Principle 5** states that all information will be made available across the authority unless there is an overriding reason not to (such as particular licence constraints or data protection matters etc.). At the very least, descriptions of the information will be made available to increase the wider knowledge of the information that the organisation holds. Appropriate security will be applied (through business systems or user accounts etc.) to control access to read, create, update and dispose of information. Data stored electronically will be appropriately backed up and covered by appropriate disaster recovery provisions to reduce the risk of permanent loss of information.

**Principle 6** aims to control the organisations remit for information and ensure that the costs for storing information are only incurred where required and for as long as required. Only information that the PDNPA is best placed to store and manage should be held. The PDNPA will signpost to information that other organisations are best placed to store and manage rather than holding copies of information held elsewhere. In addition (and particularly pertinent for personal information under the DPA) the PDNPA will dispose of information when it no longer has a use for that information.

## 8. Appendix 3 – Spatial Data Management

All spatial data managed by the organisation should be managed using the corporate GIS tool – Earthlight. This tool abstracts the complication of the physical storage of data as it is driven by a database backend. In contrast, tools such as MapInfo force data to be stored in flat files that had to be managed by the individual teams using the application (it is acknowledged that MapInfo can link to databases, but in practice this is unreliable and has a performance cost making MapInfo very slow to use in this way, particularly with large data sets). This has led to a state whereby there are thousands of tab files stored in differing folders and folder structures that overtime have become unfamiliar, even to the teams that created them. There are many copies of data with limited or no version control, leading to situations now where it is simply not known which version of a data set is the most recent or accurate.

At the worst point (during 2012), the PDNPA held over 56,000 MapInfo datasets including many duplications. This number is too large to manage and too large to use in business as usual activities effectively.

With the use of Earthlight, stricter rules can be enforced to control spatial data to ensure that any dataset only exists once, and that the specific fields within a dataset have appropriate validation rules (i.e. to ensure a numeric field only has numeric values, or that a date entered is actually a valid date etc.). Migration to Earthlight has already started to reduce the number of spatial datasets significantly, but this work must be continued as part of the implantation of this strategy.

Tools such as MapInfo are still useful in some circumstances, for example if complex spatial analysis is required which is either above and beyond the functionality within Earthlight, or is easier/quicker to achieve in MapInfo. This should not be discouraged as removing MapInfo altogether would be ‘throwing the baby out with the bath water’. To achieve this Earthlight (and its backend database) can be used to setup controlled replication of required datasets into MapInfo formats to allow it to be used within MapInfo. These replicated datasets should be removed when their use is no longer required and should not be updated directly (i.e. they are read only to maintain the version control for the master dataset used in Earthlight). There are cases whereby MapInfo can access the same datasets in the backend database as used by Earthlight, though these cases are infrequent due to performance issues for MapInfo operating in this way.

Finally, managing spatial data in this way allows metadata to be stored for each spatial dataset. This not only helps the organisation meet its obligations under the INSPIRE directive, but will also allow the organisation to publish (internally and externally – as appropriate) information about the spatial data that the organisation holds. Increasing awareness of the organisations information in this way will both prevent situations whereby one area of the organisation duplicates effort by managing a data set that already exists in another area of the organisation, as well as allowing areas of the business to decide which data needs to be taken into account for specific activities instead of limiting them only to the data that they are aware of or hold themselves.

The migration and cleansing of spatial data from MapInfo into Earthlight has been taking place over the last 18months (at time of writing) but has not yet included all spatial data across the organisation. This migration will need to continue, but varies in magnitude based on the complexity and quality of the existing data. This migration will need to continue in a priority order taking into account the capacity within the teams that own the data in question.

## 9. Appendix 4 – Business System Data Management

A large proportion of business data is held in various business systems, such as the M3 planning system, exchequer finance system, TF Facility asset management system etc. the authority has a mixture of off the shelf (OTS) business systems as well as custom built business systems (either developed in house or by 3<sup>rd</sup> parties). Business systems in general allow both the data to be stored in a structured way (level and quality of structure depends on the particular business system) as well as providing a level of workflow management to aid in the business activities that the data in the business system is related to.

Business systems provide a range of benefits including:

- Workflow management (providing efficiency savings for completing tasks)
- Security control (i.e. ensuring only the correct people can view, update and/or remove information)
- Audit control (often meeting compliance regulations)
- Automated or part automated processing (providing efficiency savings for completing tasks)
- Validation and quality control (ensuring required data is not missed and that only valid values are entered etc.)

Due to this, the use of business systems should not be discouraged, however, use should be strictly controlled. Business systems epitomise the constraint that there is no 'one size fits all'. This simply means that there is no single business system that can support all of the different types of activity that the organisation undertakes and so a mixture of different business systems for different purposes will always be required.

Due to this, it is inevitable that separate pots of business data will exist in separate systems, though some level of integration should be implemented. Currently the organisation uses the HUB to provide this integration. This application allows data from multiple different sources (including different business systems) to be viewed in a single location, though the original source of that data remains the location whereby that data is created, manipulated or disposed. This allows a single consistent application to be used in cases whereby data only needs to be consumed.

The use of multiple different business systems is also where the control should be greatest as there is opportunity for some re-use of business systems, and so new systems should not be procured or developed in every use case. Instead decisions involving business systems need to take into account:

- Whether the organisation has or uses an existing business system that could meet the needs (i.e. don't have 3 teams managing customer enquiries in 3 different ways utilising 3 different systems). This may involve some compromise of the process or service and/or some enhancement of the existing system.
- Whether the business system proposed integrates with any existing systems or can be used with the HUB.

Any business case for new business systems should take these points into account, and should be filtered by the IMSG as part of the governance and control of corporate level business systems.

## 10. Appendix 5 – Document Management

The organisation holds documentation that relates to a range of different subjects, which are held in a range of formats (including different electronic formats such as PDF, MS office documents etc. as well as in paper format). The documentation is also held in a range of different structures and locations (physical locations for paper records, and different folders and folder structures for electronic documents, with some areas of the organisation utilising the document management system). There is also some duplication of documentation in cases whereby it is required by more than one part of the organisation (i.e. both business areas will hold a copy of the same document for their own purposes, and this sometimes includes a mixture of paper and electronic formats).

As stated in the principles, the master copy of a document should no longer be a paper document. Unfortunately, however, an exception will need to be made for the large quantity of existing paper records as there is little resource available to cleanse and scan this content (though occasional projects do take place that tackle pockets of paper records as and when they are possible). Due to this the organisation will have to accept that some documents will continue to solely exist as paper records, but any new or updated documents should be stored electronically only. This does not remove the use of paper records, as they do have a use, but simply states that the master copy of a document will only be held electronically (i.e. a printout may be appropriate in order to complete a specific activity or for reference, but the paper copy should be disposed of at the end of that activity).

Holding a document electronically is not enough on its own to improve the management of the organisations documents. Further control over the storage of electronic documents is still needed to maximise the benefits of this. Currently some documentation is held in the document management system, whereas the majority of electronic documentation is held in inconsistent folder structures on the authorities main file server. Use of the document management system is the preferred method for document storage for the following reasons:



<b>Benefit</b>	<b>Description</b>
Data Storage	Documents in the document management system can have a level of automatic archiving applied whereby the documents would remain available, but those documents that have not been accessed in a period of time (perhaps 6 months) would be stored in a compressed state and on cheaper storage technology. When the document is next accessed it would be decompressed and returned to the primary storage array where it would remain until it was not accessed again for the designated time period. No quality would be lost in the document, though the first time the document was accessed from the archive location would take more time than usual to open due to the decompression taking place first. This could reduce the storage requirements for documents accessed infrequently by up to 90% (dependent upon the format and content of the document) reducing the storage capacity needed accordingly. The use of a cheaper storage array for the archived documents reduces the cost of this storage capacity further (please see the IT Infrastructure Refresh business case for full details)
Workflow Management	Where appropriate, the document management system can be used to apply automated workflows for documents both reducing the administrative overhead in managing those documents and potentially increasing the timeliness, accuracy and quality of documentation. These workflows could be as simple as automatic notification when a document reaches a designated review date or as comprehensive as full lifecycle management of a document as it moves through draft, QA, approval, go live, review and update/disposal (with the document being automatically passed to the relevant staff for each stage of the process).
Version Control	It is much easier to apply version control to documents in the document management system where required. The latest version of a document will be displayed by default, but the previous versions can be viewed easily whereas holding previous versions of documents in windows folder structures can clutter the view of documentation. Version control need only be applied where appropriate so that if a previous version of a document is not required once it has been superseded, then it can be disposed of.
Document meta data	Information about the document can be held as meta data to provide a greater description of the content and purpose of a document, as well as which subjects or other data sets that document relates to. This is possible with MS office documents stored in windows folders, though in practice it is not used due to the convoluted methods for populating and viewing meta data for files stored in that way. Meta data increases the information available about a document which in turn allows for greater decision making when deciding which documents are relevant for particular activities.
Search and navigation	The document management system allows documents to be searched and viewed easily, using either the content of a document (dependent upon the format and type of document) and/or the metadata of a document. This allows documents to be retrieved without having to navigate through multiple levels of folder structures (particularly pertinent when one area of the organisation wishes to view a document managed by another area of the organisation as the folder structures used may be unknown or unfamiliar making it difficult to find the required document or easy to miss relevant documents). Again there are alternative add on tools available that allow documents that are stored in windows folders to be searched, but these tools are limited if the meta data is not used as they can only use the document name and/or its content (again dependent upon format and type of the file) to perform the searches.

It is rare that a document exists in isolation of any other business data. In the majority of cases a document will be related to a specific subject, which exists as a quantum of data somewhere within the organisation. For example, a document may relate to a listed building, or to a particular survey that took place, or to a customer enquiry, or to a particular land designation etc. in these cases there will be a data record detailing the listed building, or the survey, or the enquiry or the land designation. For example there is a data set of listed buildings, and the document in question will relate to one of the records in that dataset (i.e. to a specific listed building). In these cases, the first step is to ensure the underlying datasets are managed appropriately (see the spatial data and/or business systems sections for details). This means that the records can be presented in the HUB for relevant staff to view. The documents can then either:

1. Be uploaded to the document management system with appropriate meta data linking the document to the relevant data record (i.e. the particular listed building record)
  - This is the preferred method as the documents can be viewed in the HUB directly and can be published outside of the organisation easily where appropriate.
  - This option gains the benefits listed in the table above.
2. Be stored on a file server in a structured way so that from the data record in the HUB a link is possible to allow staff to navigate directly to the location of the relevant documents.
  - This removes the need for staff to be familiar with specific folder structures used by the various teams in the authority.
  - This would limit the ability to publish documents as the file server is only accessible internally.

Again, it is important to reiterate that there is no 'one size fits all' solution for managing documents, and that documents should be grouped by subject matter to determine the best method for managing particular groups of documents. The management method above should be viewed as the preferred method, but in specific use cases there may be overriding reasons to manage particular documents in other ways. The number of different approaches however, should be kept to a minimum to provide consistency across the organisation.

## 11. Appendix 6 – Data Quality and Information Asset Owners

It is a strange concept that data can get 'lost' within an organisation, but over time this can, and in some cases, does happen. This is particularly pertinent for data that is used infrequently. Data can become buried in folder structures and forgotten about, particularly when staff changes take place between its usage periods, meaning that either activities take place without the knowledge that the 'lost' data could have provided, or the 'lost' data is recreated, costing time and effort as well as the cost of physically storing the same data more than once. Even if the data itself is not lost, its meaning can be if the data is poorly structured or if there is little or no information about the data available to describe it.

Information asset owners will provide points of responsibility throughout the organisation for maintaining data to a required standard. This will include maintaining metadata about the organisations data to a consistent standard. As well as this, information asset owners will provide the mechanism for a consistent approach to data storage across the organisation, allowing greater utilisation of business systems and increasing the value of the data the organisation holds.

Use of Information asset owners is also a recommendation from the Information Commissioners office (ICO) and a regular recommendation from the organisations auditors as a way of providing a level of accountability for the management of information as an asset across the whole organisation in a formal and controlled way.

IAOs will form part of the control mechanisms required by the Senior Information Risk Owner (SIRO) role which has a wider responsibility for managing the levels of risks associated with the varying types of data that the organisation holds and manages as well as the provisions in place to mitigate those risks. The full domain of the SIRO is out of scope of this strategy, but is mentioned here as there is a dependency upon the implementation of this strategy and upon the IAO's for the SIRO to perform the required duties as recommended by the ICO.

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9. **ENVIRONMENTAL MANAGEMENT ANNUAL PERFORMANCE REPORT (A595 / MF)**

1. **Purpose of the report**

This report details the environmental performance data for the 2014/15 financial year and progress against performance in previous and baseline years. The data relates to the environmental impacts arising from the Authority's operations and reflects the scope and methodology of reporting as established in the Authority's Carbon Management Plan (CMP).

**Key issues**

- **Performance continues to improve and the Authority has demonstrated a 20% reduction in carbon emissions since the 2009/10 baseline period. This is broadly in line with the overall target of achieving a 30% reduction by the end of the 2016/17 year**

2. **Recommendations**

1. **That the environmental performance data detailed in Appendix 1 be adopted as a measure of the Authority's operational environmental performance over the 2014/15 reporting period.**
2. **That the 2015/16 Authority performance indicator be amended to include a more specific target for the reduction in carbon emissions. It is recommended that the target be amended to the following:  
"25% reduction from 2009/10 baseline."**

3. **How does this contribute to our policies and legal obligations?**

4. **Background**

5. Authority members recommended that the corporate indicator on carbon emissions be made more specific when approving the proposed Performance and Business Plan and this has been addressed within this report.

6. Appendix 1 fulfils the commitment to regular reporting established in Authority decision of 23rd January 2009 (Minute ref: 6/09) and the Authority's Environmental Management Policy.

7. The Authority approved the revision of the timescales to achieve a 30% reduction in carbon emissions by 2016/17 (minute ref: 9/14). A revised list of carbon management plan projects including a revised profile for achieving the target was approved by Senior Management Team in December 2013. A summary of the revised profile is provided in Figure 1 of Appendix 1.

**Proposals**

8. The report contained within Appendix 1 represents Authority's environmental impacts over the 2014/15 financial year. The report details the progress made in the key areas of environmental impact but the key trends and points of note are:
  - A total decrease in Carbon Emissions of 20% since the baseline year,

representing a 189 tonnes reduction in emission against baseline and a 223 tonne reduction against a business as usual (BAU) scenario (23% against BAU emissions). This is a continuation of our steady progress in this area.

- The reductions made include:
  - A 22% reduction in emissions related to energy use within buildings.
  - Emissions from travel and transport have decreased by 21% compared to baseline levels.
  - Improvements continue to be made in the tenanted housing stock resulting in a further reduction in emissions.
  - Emissions from waste production and water use have fallen with the most significant reductions being in emissions resulting from increases in waste recycling.

9. Financial savings from the measures associated with the Carbon Management Plan are broadly in line with those predicted in the revised profile. When anticipated increases are taken into consideration, the actual savings against the 'business as usual' scenario of continuing consumption at 2009/10 levels, savings are calculated to be approximately £105,000 to date.

**Are there any corporate implications members should be concerned about?**

10. **Financial:**  
Resources are in place to fund the current Carbon Management Plan for the period of the target (up to 2016/17). The Authority has already benefited significantly from the reductions in travel, energy use and waste production. Many of the financial benefits are not directly attributable to particular cost centres (or they are offset by increases in fuel and energy costs), whereas a number of projects have directly contributed towards efficiency savings and future projects will continue to do so.
11. **Risk Management:**  
The most significant risk is that actions in the Carbon Management Plan to improve the Authority's environmental performance do not achieve the anticipated level of reductions. The projects within the plan are set to achieve the required level of reductions and be implemented within the specified period. However, it should be recognised that there will, in the case of some projects, be a lag between project implementation and benefiting from the reductions in emissions, particularly where projects are implemented late on in the reporting period.  
The monitoring of environmental performance will help this risk to be managed and will inform future proposals in an updated Carbon Management Plan beyond 2016/17 which will be developed to support the new corporate plan.
12. **Sustainability:**  
Sustainability of the Authority's operations is implicit within this report
13. **Background papers** (not previously published)  
None

**Appendices –**

Appendix 1 - Environmental Management Annual Performance Report 2013/14

**Report Author, Job Title and Publication Date**

Matt Freestone, Environmental Management Officer, 9 July 2015

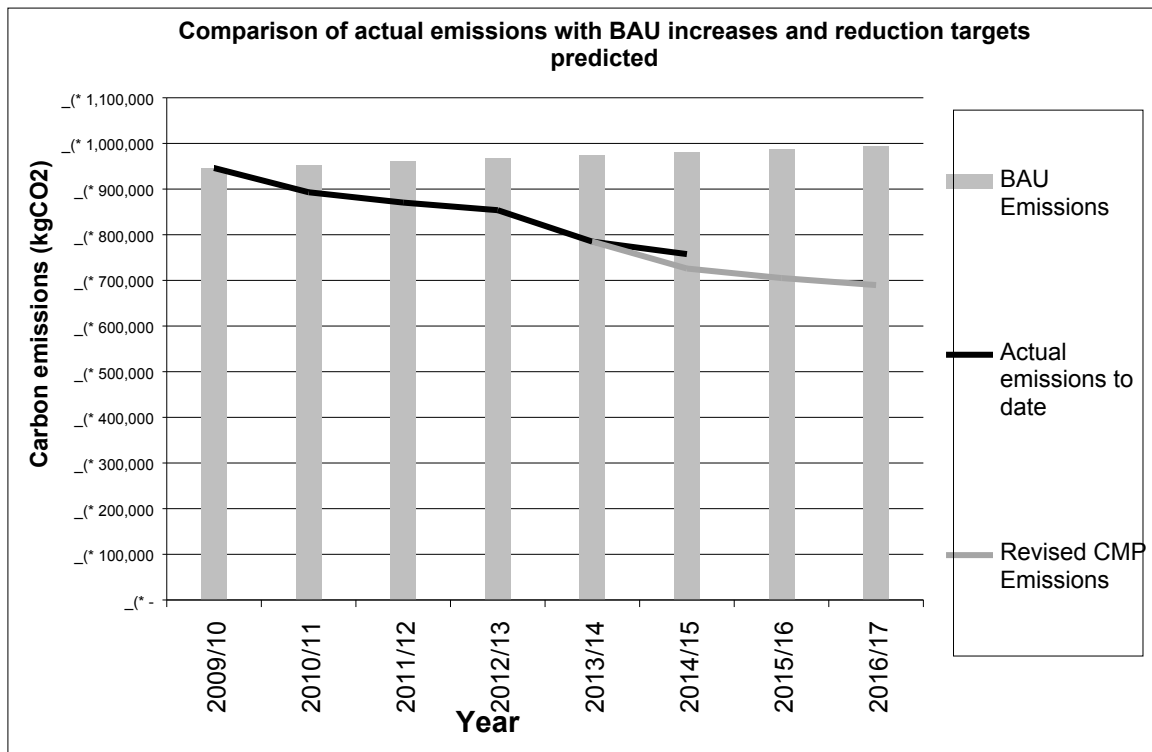
**PEAK DISTRICT NATIONAL PARK AUTHORITY  
ENVIRONMENTAL MANAGEMENT ANNUAL PERFORMANCE REPORT 2014/2015**

**1. INTRODUCTION**

Good environmental management has been central to how the Authority aims to conduct its operations for some time. A key element of this is that the Authority is transparent and accurate when describing the environmental impacts that are caused as a result of its activities, particularly when making statements concerning achievements and improvements we have made. This report establishes the data which will then be promoted and reported publically.

The scope and data contained within this document reflects that within the Authority’s Carbon Management Plan (CMP) 2010 – 2015<sup>1</sup>. This report serves not only as a performance reporting tool but also allows an annual review of progress against the CMP performance objectives in very practical terms. Importantly, this report provides an update on progress on the Authority’s target to reduce its carbon emissions.

The Authority’s long term aim is to reduce its carbon emission by 30% against baseline levels by the end of the 2016/17 year. A profile of the emissions if no action were taken (Business As Usual or BAU), anticipated reductions in the CMP and the reductions to date are shown in Figure 1, below.



**Figure 1. Emissions to date and forward predictions**

<sup>1</sup> [http://www.peakdistrict.gov.uk/\\_data/assets/pdf\\_file/0011/133400/carbon-management-plan-2010-2015.pdf](http://www.peakdistrict.gov.uk/_data/assets/pdf_file/0011/133400/carbon-management-plan-2010-2015.pdf)

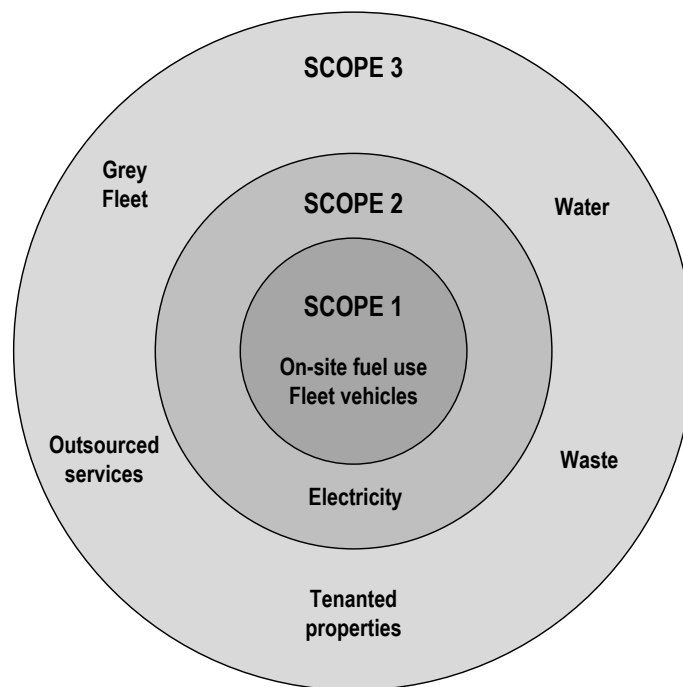
### 1.1. Scope and definitions

We must recognise that the actual scope of our environmental impacts is much wider than can ever be effectively monitored. However, by focusing our efforts on areas that can present opportunities for significant, demonstrable improvements, we will progress towards achieving our carbon management vision.

The scope of our performance reporting is now limited to those impacts recognised within our carbon management plan. Emissions are included where they fit into one of the following categories:

- Scope 1: directly resulting from our operations (on-site fuel use, fleet vehicles)
- Scope 2: caused as a result of our operations (the generation of electricity for use on our sites)
- Scope 3: caused as a result of our operations and where we can have some influence but over which we have no direct control (waste disposal, the use of water, business travel in non-authority vehicles and emissions resulting from energy use in Authority tenanted properties)

This represented in the figure below:



**Figure 2. Overview of Authority carbon footprint scope**

For more information and explanation of the scope of our reported emissions, please see the CMP.



## 1.2. Summary of Baseline

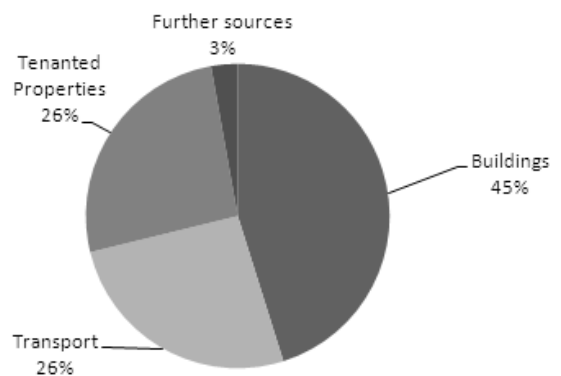
The data against which we now report is based on emissions resulting from our operations during the 2009/10 year as defined within the Carbon Management Plan<sup>2</sup>. Emissions are broadly split in to 4 categories:

- Buildings: emissions resulting from electricity and gas consumption
- Transport: emissions resulting from all vehicle use including fleet vehicles, pool cars, private cars used for Authority business, public transport and air travel.
- Tenanted properties: emissions resulting from energy use within Authority owned tenanted properties
- Further sources: emissions resulting from the disposal of waste and the use of water at Authority sites.

An overview of the baseline emissions is given below.

**Table 1. Data for 2009/10 baseline year**

	<b>CO<sub>2</sub> (tonnes)</b>	<b>%</b>
<b>Buildings</b>	427	45%
<b>Transport</b>	246	26%
<b>Tenanted Properties</b>	246	26%
<b>Further sources</b>	27	3%
	<b>946</b>	<b>100%</b>



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<sup>2</sup> The baseline emissions been amended since the publication of the carbon management plan to reflect the availability of more accurate base data.

## 2. PERFORMANCE REPORT

Our overall performance has shown a significant level of improvement over the 5 year period since the baseline was established. Our corporate objectives refer to the overall target within the CMP of a 30% reduction over the 7 year period of the plan rather than establishing specific targets for each year.

The total reduction in emissions has fallen from 946 tonnes CO<sub>2</sub> in the 2009/10 baseline year to 756 in this reporting period, representing a **20%** reduction against baseline and **23%** against the expected levels under a business as usual scenario accounting for a total reduction in emissions of 190 tonnes, 36 tonnes of which have been achieved in the 2014/15 year.

A summary of the sources of emissions each year is shown in Figure 2, below:

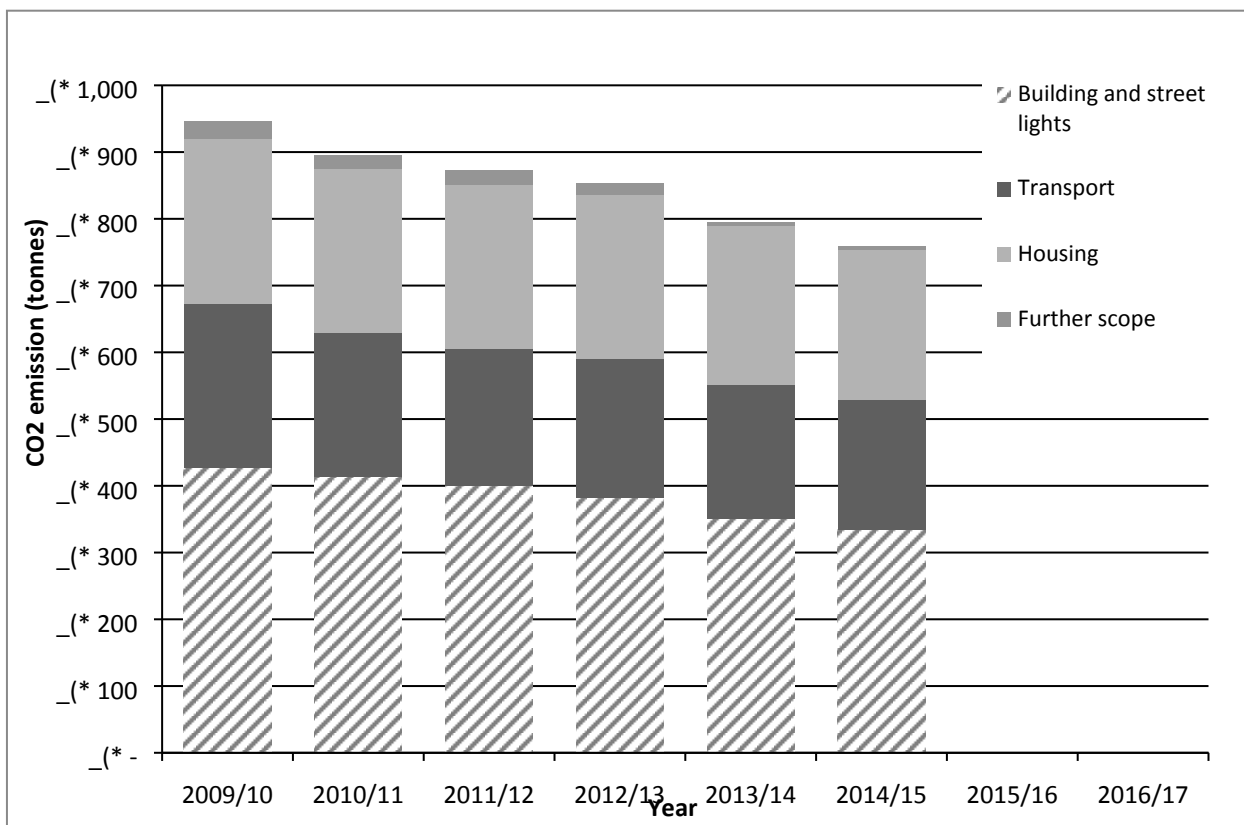


Figure 3. Graph showing total CO<sub>2</sub> emissions from all sources.

A more detailed breakdown of the sources of the emissions is given in the table below:

Category		tCO2 2009/10	tCO2 2010/11	tCO2 2011/12	tCO2 2012/13	tCO2 2012/13	tCO2 2014/15
Buildings and Street Lights	HQ	193	184	158	153	120	109
	Operational Bases	112	114	135	115	130	125
	Hostels	15	12	12	15	17	15
	Public Toilets	9	9	9	9	7	9
	Visitor/Cycle Hire Centres	97	94	86	90	77	76
Transport	Fleet	183	159	161	157	149	139
	Business	63	56	45	52	53	57
Further Sources	Waste	18	15	16	13	1	1
	Water	8	5	5	3	3	3
Housing	Tenanted properties	246	246	246	246	238	224
		<b>946</b>	<b>895</b>	<b>873</b>	<b>854</b>	<b>794</b>	<b>758</b>

A description of each key area of impact and further analysis of the data is provided in sections 2.1 to 2.3 below.

### 2.1. Buildings

Emissions from Authority buildings arise as a result of the consumption of energy in the form of fossil fuels and electricity. This category is limited to operational properties and does not include tenanted properties which are dealt with in the housing section below. Emissions resulting from buildings continue to show positive progress with a **22%** reduction from baseline levels. A summary of the key sources of emissions each year is provided in figure 3 below:

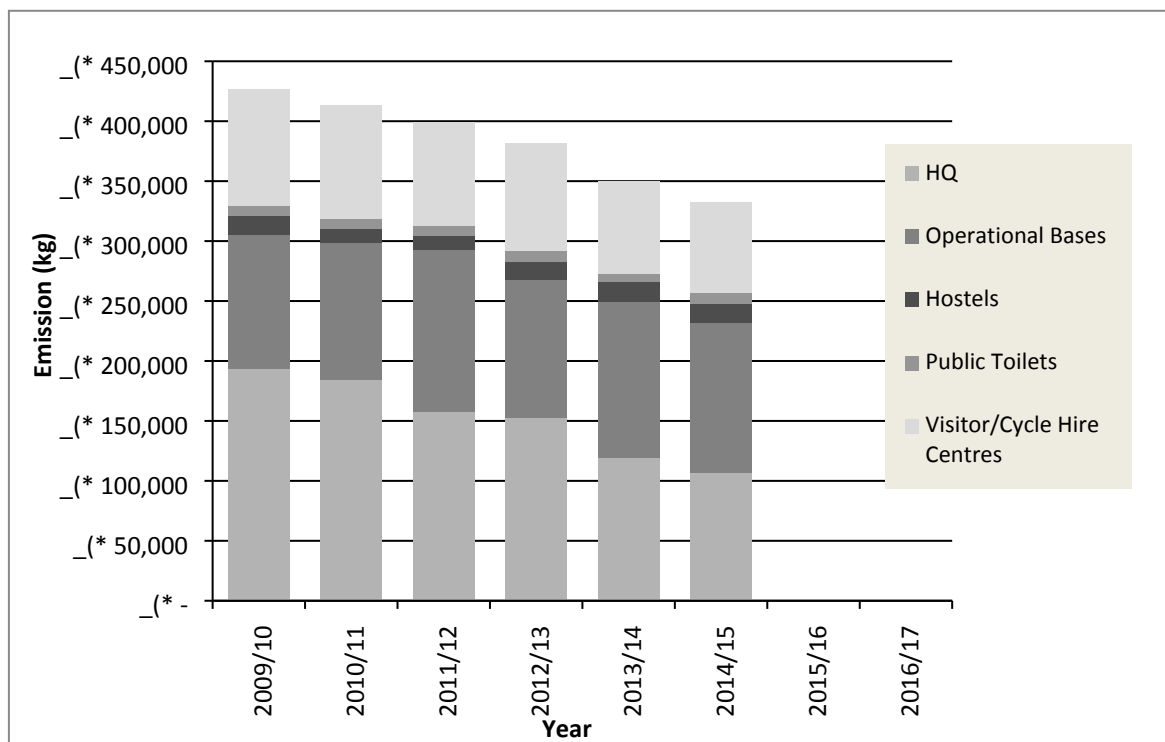


Figure 4. Graph showing building related CO<sub>2</sub> emissions

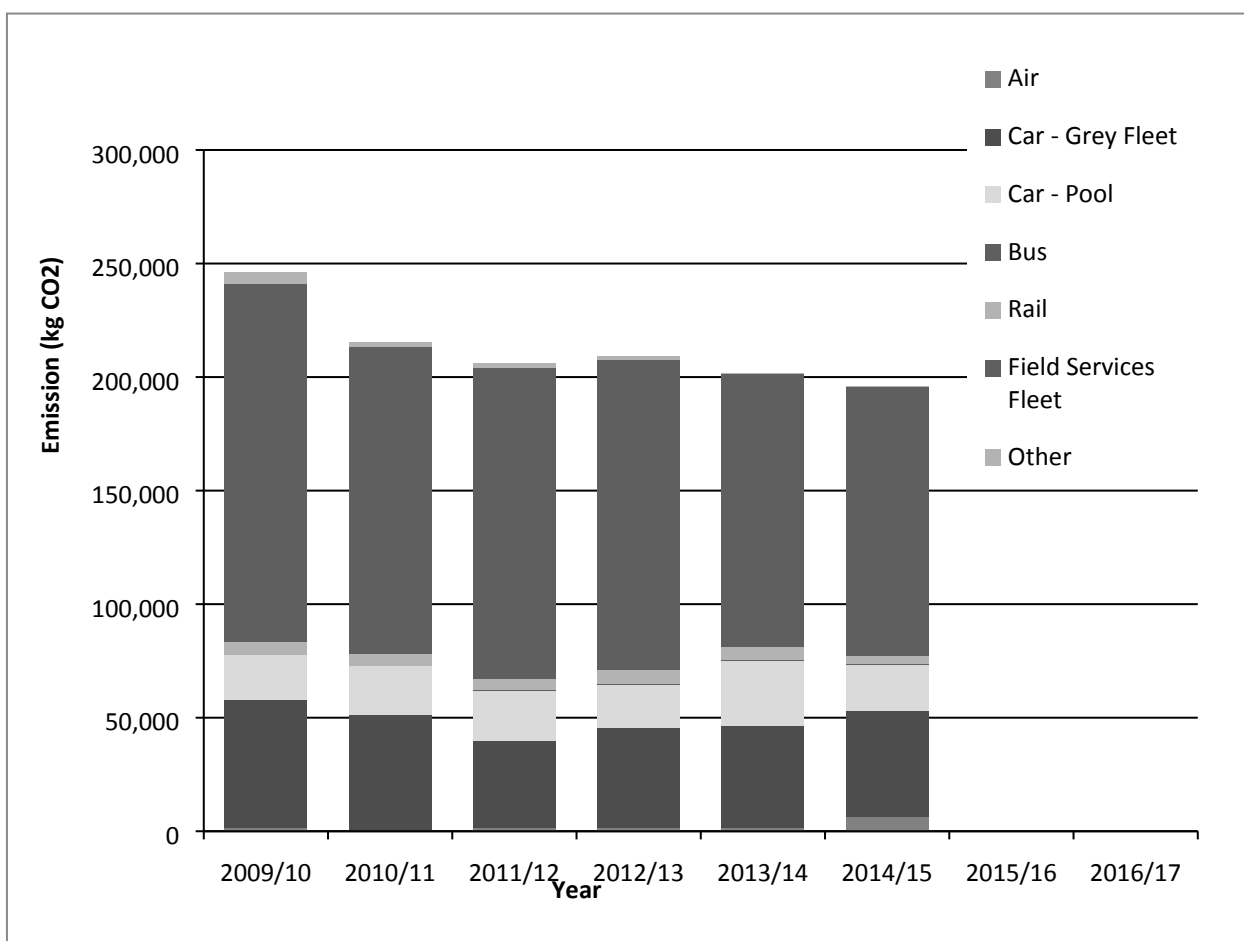
Gains have been made across the property portfolio but again the most significant reduction in emissions has come about as a result of improvements at Aldern House. Work continues to progress on making improvements to our operational buildings and the forthcoming investment planned at a number of properties represents a good opportunity to integrate some of the remaining Carbon Management Plan projects alongside the wider schemes.

The operation of the biomass boiler at Aldern House continues to be successful and in the reporting period, represents a 36 tonne reduction in emissions against the previous system.

## 2.2. Transport

We continue to make slow but steady progress on reducing travel emissions. We can see that there has been a small reduction in pool car and public transport emissions that have been offset by an increase in air travel related emissions (due largely to a very small number of long flights). However, the general trend continues to be downward with a total cumulative reduction of **21%** against baseline levels.

The key sources of emissions in this area are shown in figure 5 below.

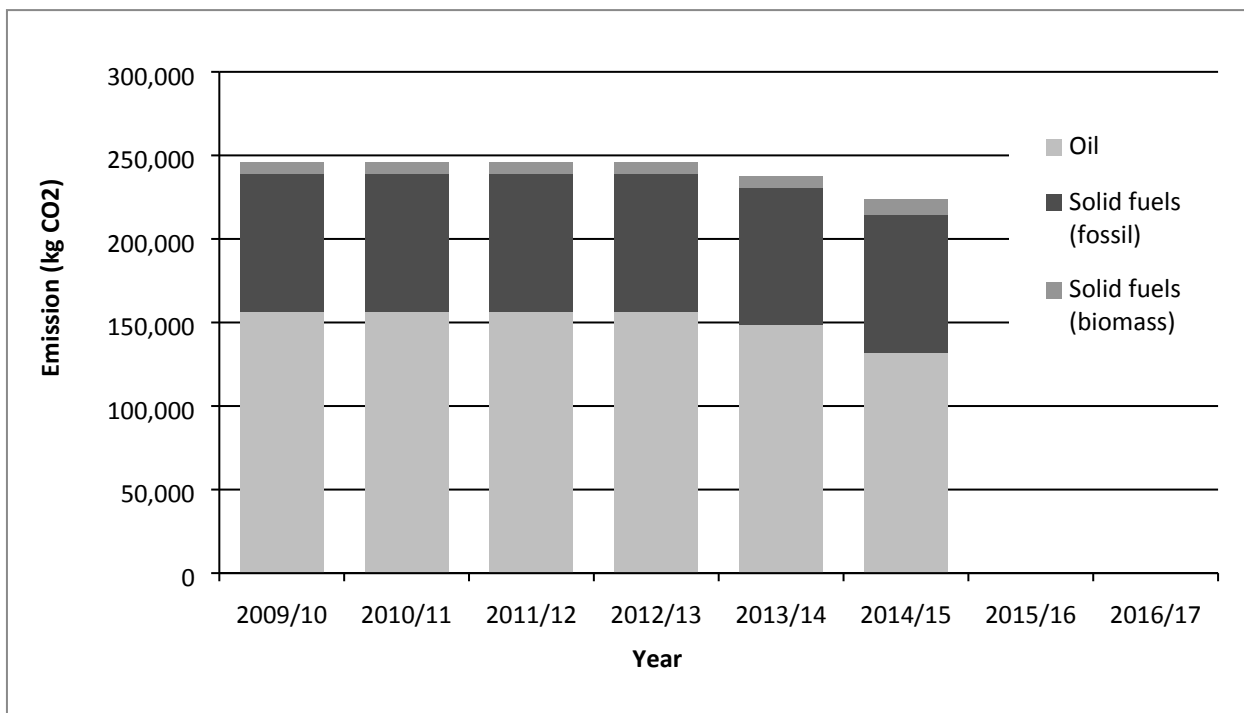


**Figure 5. Graph showing travel related CO<sub>2</sub> emissions**

## 2.3. Housing and further sources

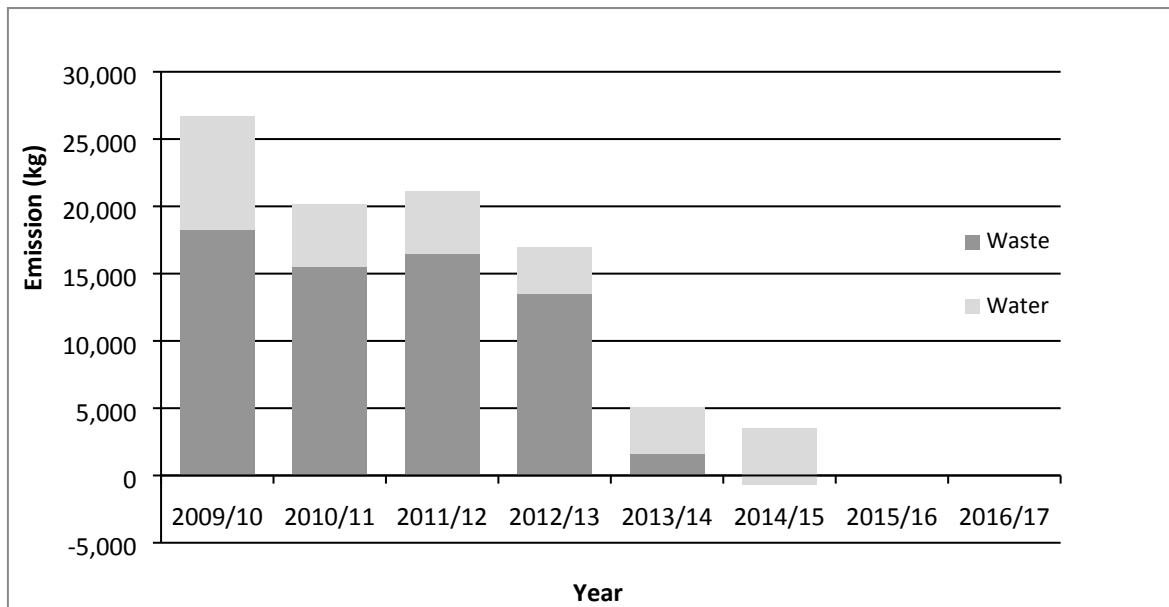
Emissions resulting from housing (Authority tenanted properties) are calculated using benchmarks provided by the Carbon Trust. The number of properties and their method of heating has remained largely constant until the last couple of years where the installation of renewable heating

systems has resulted in some reductions. The major gains within this reporting period have come about as a result of the installation of a biomass heating system at Hayes Farm on the Warslow Moors estate.



**Figure 6. Emissions resulting from Authority tenanted properties**

Also included within this category are emissions resulting from ‘further sources’ which includes water use and the production of waste. Waste that is recycled is considered to avoid the production of emissions and therefore offsets some of the emissions from the waste that is sent to landfill. The Authority has achieved a significant increase in the amount of waste collected for recycling over the previous year which has offset the emissions created from the disposal of waste to landfill. The increase during this period is largely due to the increased amount of paper waste disposed of from our Aldern House site as part of the accommodation changes. The total volume of landfilled waste has remained largely static but the amount recycled has increased from 25 to 43 tonnes. A breakdown of the emissions from these sources is provided in figure 7 below:



**Figure 7. Emissions resulting from water use and waste production**

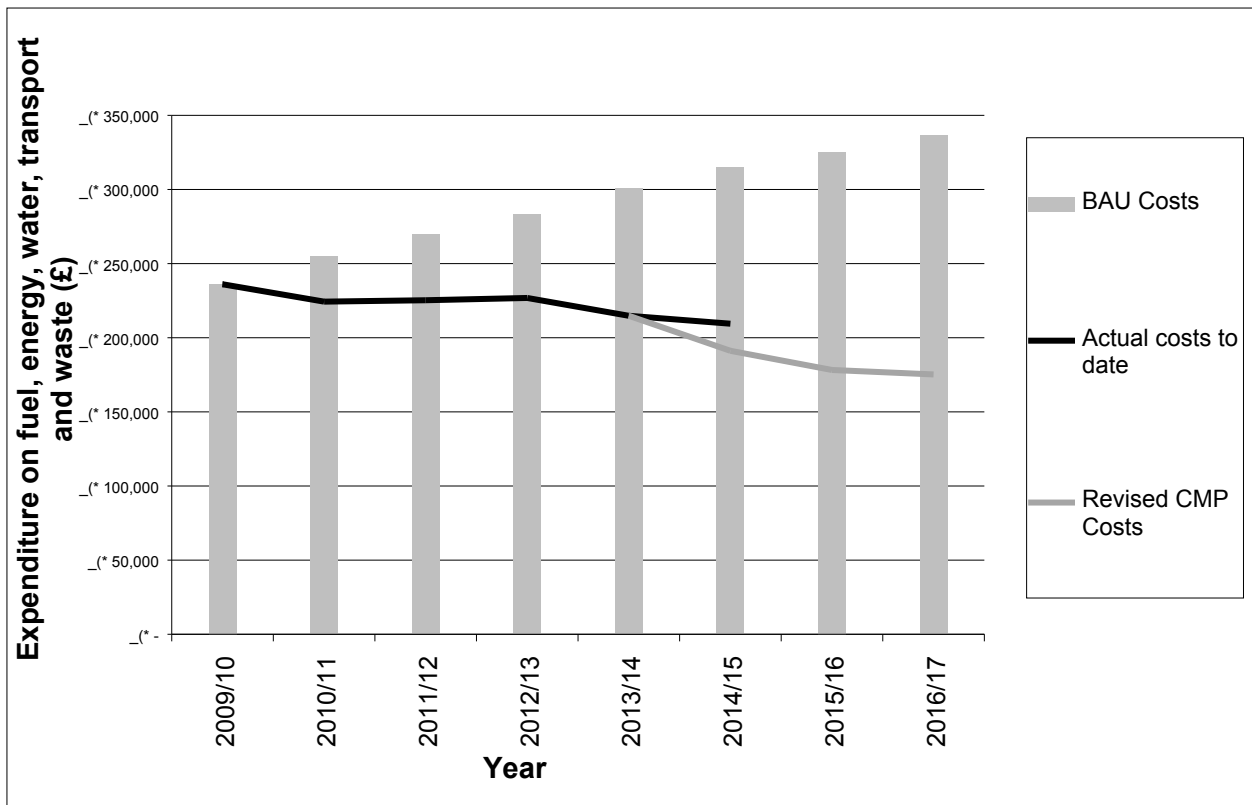
#### 2.4. Financial performance

An important element of the Authority’s CMP are the savings that will be made from the measures within the plan. Over the course of the revised plan, a total of £160,000 savings have been recognised all of which are associated with the measures within the plan.

‘Actual costs’ have been calculated using the data within this report and all available information concerning energy and fuel unit prices; this has been compared against actual costs from the Authority financial system and is thought to be broadly accurate. Target costs are the predicted costs using target figures from the CMP and energy and fuel unit prices as above, the Business As Usual (BAU) cost predictions use Department for Energy and Climate Change predictions for energy price and fossil fuel retail price increases<sup>3</sup> and assumptions made by the Carbon Trust relating to waste and water price increases. BAU figures have been updated with the most recent figures hence the slightly different cost predictions in figure 7 below to those within the CMP.

It is also worth noting that the performance of the biomass boiler at Aldern House has over the previous year overachieved against the predicted cost benefit set out in the business case with a total cost benefit (before debt repayment) of £20,200 compared to the £18,500 contained within the business plan.

<sup>3</sup> [http://www.decc.gov.uk/en/content/cms/meeting\\_energy/Renewable\\_ener/incentive/incentive.aspx](http://www.decc.gov.uk/en/content/cms/meeting_energy/Renewable_ener/incentive/incentive.aspx)



**Figure 8. Comparison of Actual, target and BAU costs for expenditure related to the CMP scope.**

The Authority has achieved savings as were expected within the original CMP and it is anticipated that the Authority will go on to benefit from further savings over the course of the coming period.

Financial savings form an important element of this area of work and robust business cases will continue to be provided to support the implementation of new projects.

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**10. INTERNAL AUDIT 2015/16 ANNUAL PLAN (A1362/7/ PN)**

**Purpose of the report**

1. This report asks Members to approve the proposed Internal Audit Plan for 2015/16.

**Key issues include:**

- The purpose of the Internal Audit Plan is to provide the Head of Internal Audit with sufficient evidence to give an opinion on the effectiveness of risk management, governance and internal control across the full range of activities of the organisation.

**Recommendations**

2. **1. That the 2015/16 Internal Audit Plan be approved.**

**How does this contribute to our policies and legal obligations?**

3. As identified in the Annual Governance Statement, the Internal Audit process is regarded as an important part of the overall internal controls operated by the Authority contributing to corporate objective 11 “be a well run public body with proportionate and effective ways of working, delivering excellent customer service and living our values”.

**Background**

4. The Accounts and Audit Regulations 2011 require that the Authority undertakes an adequate and effective system of internal audit of its accounting records and its system of internal control in accordance with proper practices. Our Internal Audit Provider is Veritau Ltd and the Audit Manager Ian Morton will be attending the committee meeting.

**Proposals**

5. Members are asked to consider and approve the internal audit 2015/16 audit plan.

**Are there any corporate implications members should be concerned about?**

6. **Financial:**

The cost of the Internal Audit contract is found from within the overall Finance budget.

7. **Risk Management:**

The Internal Audit process is regarded as an important part of the overall internal controls operated by the Authority.

8. **Sustainability:**

There are no implications to identify.

9. **Background papers** (not previously published) – None

**Appendices -**

Appendix 1: Internal Audit annual audit plan 2015-16

**Report Author, Job Title and Publication Date**

Philip Naylor, Head of Finance, 9 July 2015.

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**PEAK  
DISTRICT  
NATIONAL  
PARK**

Audit, Resources and Performance Committee 17 July 2015  
Part A: Item 10 Appendix 1

**Peak District  
National Park Authority**

**Internal Audit Plan 2015/16**

**Audit Manager:** Ian Morton  
**Head of Internal Audit:** Max Thomas

**Circulation List:** Members of Audit Resources and Performance  
Committee  
Director of Corporate Resources  
Head of Finance

**Date:** 17 July 2015

  
Assurance Services for  
the Public Sector

## Introduction

- 1 This document sets out the planned 2015/16 programme of work for internal audit, provided by Veritau for the Peak District National Park Authority.
- 2 The work of internal audit is governed by the Public Sector Internal Audit Standards. In accordance with those standards, the Head of Internal Audit is required to provide an annual internal audit opinion to the Authority based on an objective assessment of the framework of governance, risk management and control. Our planned audit work includes coverage of all three areas.
- 3 The internal audit plan has been prepared on the basis of a risk assessment. This is intended to ensure limited audit resources are prioritised towards those systems which are considered to be the most risky and/or which contribute the most to the achievement of the Authority's priorities and objectives. The content of the internal audit plan has been subject to consultation with directors and other senior officers.
- 4 The internal audit plan is submitted for formal approval by the Audit, Resources and Performance Committee who are responsible for monitoring progress against the plan and overseeing the work of internal audit. Changes to the plan will be agreed with the Director of Corporate Resources or Head of Finance (as appropriate) and will be notified to the Committee. Proposed work is also discussed with the Authority's external auditors to ensure there is no duplication of effort. We will provide regular updates on the scope and findings of our work to the Audit, Resources and Performance Committee throughout 2015/16
- 5 The plan is based on a total number of 35 days for 2015/16 which is the same as in 2014/15.

## 2015/16 Audit Plan

- 6 The plan includes the following:
  - **Strategic risks:** this work involves reviewing areas highlighted as specific risks in the Authority's corporate risk register.
  - **Financial systems:** to provide assurance on the key areas of financial risk. This work will help provide assurance that the controls for the key financial systems are adequate and effective. The work will also support the work of the external auditors.
  - **Regularity / Operational audits:** this work will cover a number of the Authority's operational systems and areas.
  - **Technical / Projects:** to provide assurance on specific processes or key projects.
  - **Client support, advice and follow up:** this is an allocation of time to support the delivery of the plan and provide assurance on ad-hoc matters.
- 7 Details of the 2015/16 plan are set out in Appendix A

**Draft Internal Audit Plan for 2015-16**

Current best practice suggests detailed audit plans should only cover a single year. This reflects the need for plans to adapt to changing priorities and new or emerging risks. The proposed plan for 2015-16 is shown in the table below:

<b>Audit Area</b>	<b>Notes</b>	<b>Planned date</b>	<b>Days</b>
PCI DSS	To review the arrangements the Authority has in place to comply with the requirements of PCI DSS.	September	2
Payroll	A review of the key risks/ controls of the payroll system.	September	5
Asset Management	A review of Asset Management systems.	September	4
Fraud Awareness / Whistleblowing	To review current anti-fraud arrangements against recently issued CIPFA best practice.	September	2
Visitor centres	A review of the financial procedures operating within visitor centres.	September	2
IT Follow up	A follow up of the previous year's IT audits to review implementation of agreed actions.	September	1
Budget Management	A review of budget monitoring procedures and reporting arrangements.	January	4
Complaints Procedure	To review compliance with the Authority's complaints procedure and to compare current arrangements against best practice.	January	4
Risk Management	A review of the risk management process in order to provide an opinion on the effectiveness of those arrangements (requirement of the PSIAS).	January	2
Grants	A review of the processes involved in the allocation of grants, including the monitoring of compliance with grant conditions and the review of outcomes.	January	4
Management (including follow up)	Liaison with management and external auditors, provision of advice, attendance at Audit Committee etc. Follow up of agreed actions from previous year.		5
<b>Total</b>			<b>35</b>

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**11.1 LOCAL GOVERNMENT OMBUDSMAN ANNUAL REVIEW LETTER 2015 (RC/A.157)**

**Purpose of the report**

1. This report provides details of the Local Government Ombudsman (LGO) Annual Review of complaints for the period 1 April 2014 to 31 March 2015.

**Key issues**

- The LGO have been able to give more information this year to enable Authorities to assess the data better against their own records.
- The LGO annual review has not stated any concerns about the Authority's performance.

**Recommendations**

2. 1. That the Local Government Ombudsman annual review letter in Appendix 1 of the report be noted.

**How does this contribute to our policies and legal obligations?**

3. Quarterly reports on complaints received are considered by the Audit, Resources and Performance Committee as part of its agreed work programme. This is to give Members the opportunity to discuss lessons learnt and improvements made as a result of this feedback including from complaints which have been referred to the LGO. In our transitional year 2015/16 learning from complaints received will contribute to one of our four cornerstones: 'Our organisation – develop our organisation so we have a planned and sustained approach to performance at all levels (people, money, outputs)'.

**Background**

4. The change from annual reporting on complaints to quarterly reporting on complaints was made in 2011, however it was agreed that the annual review letter from the LGO would still be reported annually. Appendix 1 shows the LGO's annual review for the Authority covering the period 1 April 2014 to 31 March 2015.
5. The letter shows that the LGO made a total of 3 decisions in relation to the Authority during this period. It is important to note that this figure includes enquiries dealt with by the LGO where they have offered advice on, or referred complaints back to the Authority. In these situations there is no contact between the LGO and the Authority and therefore we do not hold a record of them. The 3 decisions made were all Planning and Development related issues. Appendices 2 and 3 show the benchmark figures for complaints and enquiries received and determined by the LGO for National Park Authorities.
6. As can be seen in Appendix 1 during the period 1 April 2014 to 31 March 2015, the LGO took decisions on 3 complaints of these:
  - a. 1 was closed after initial enquiries
  - b. 1 was referred back for local solution
  - c. 1 was not upheld
7. All complaints received under the Authority's complaints process are included in the quarterly report on complaints made to the Audit, Resources and Performance Committee along with decisions received from the LGO. The decision not upheld was reported in Quarter 3 of 2013-14. The decision closed after initial inquiries will be

reported in Quarter 1 of 2014-15. The decision referred for local solution has not yet been identified to us, so it may be that the Complainant has not contacted the Authority yet to pursue this complaint.

### **Proposals**

8. It is proposed that the details of the LGO annual review, as set out in Appendix 1 of this report, be noted.

### **Are there any corporate implications members should be concerned about?**

9. **Financial:**

We handle complaints within existing resources. However when a complaint has to be investigated it is often time consuming and distorts planned work programmes.

10. **Risk Management:**

The following risks have been identified at this time:

- a. Failure to ensure action is taken to improve service or address a problem as appropriate in response to complaints received.
- b. Failure to improve the way we handle and respond to customers making complaints.
- c. Unreasonable cost in time and staff resource spent in dealing with complaints.

Action taken as a result of complaints received and our procedure for handling unreasonably persistent complainants help us to mitigate these risks.

11. **Sustainability:**

The Authority's complaints procedure highlights that:

- a. All comments and complaints are treated in confidence and will not disadvantage complainants in any future dealings they might have with the Authority.
- b. Everyone will be treated fairly.

12. **Background papers** (not previously published) – None

### **Appendices -**

Appendix 1: LGO Annual Review Letter 2015

Appendix 2: Benchmark figures for complaints received by the LGO for National Park Authorities

Appendix 3: Benchmark figures for complaints determined by the LGO for National Park Authorities

### **Report Author, Job Title and Publication Date**

Ruth Crowder, Democratic and Legal Support Team Leader, 9 July 2015.



18 June 2015

*By email*

Ms Sarah Fowler  
Chief Executive  
Peak District National Park Authority

Dear Ms Fowler

### **Annual Review Letter 2015**

I am writing with our annual summary of statistics on the complaints made to the Local Government Ombudsman (LGO) about your authority for the year ended 31 March 2015. This year's statistics can be found in the table attached.

The data we have provided shows the complaints and enquiries we have recorded, along with the decisions we have made. We know that these numbers will not necessarily match the complaints data that your authority holds. For example, our numbers include people who we signpost back to the council but who may never contact you. I hope that this information, set alongside the data sets you hold about local complaints, will help you to assess your authority's performance.

We recognise that the total number of complaints will not, by itself, give a clear picture of how well those complaints are being responded to. Over the coming year we will be gathering more comprehensive information about the way complaints are being remedied so that in the future our annual letter focuses less on the total numbers and more on the outcomes of those complaints.

### **Supporting local scrutiny**

One of the purposes of the annual letter to councils is to help ensure that learning from complaints informs scrutiny at the local level. Supporting local scrutiny is one of our key business plan objectives for this year and we will continue to work with elected members in all councils to help them understand how they can contribute to the complaints process.

We have recently worked in partnership with the Local Government Association to produce a workbook for councillors which explains how they can support local people with their complaints and identifies opportunities for using complaints data as part of their scrutiny tool kit. This can be found [here](#) and I would be grateful if you could encourage your elected members to make use of this helpful resource.

Last year we established a new Councillors Forum. This group, which meets three times a year, brings together councillors from across the political spectrum and from all types of local authorities. The aims of the Forum are to help us to better understand the needs of councillors when scrutinising local services and for members to act as champions for learning from complaints in their scrutiny roles. I value this direct engagement with elected members and believe it will further ensure LGO investigations have wider public value.

## **Encouraging effective local complaints handling**

In November 2014, in partnership with the Parliamentary and Health Service Ombudsman and Healthwatch England, we published '*My Expectations*' a service standards framework document describing what good outcomes for people look like if complaints are handled well. Following extensive research with users of services, front line complaints handlers and other stakeholders, we have been able to articulate more clearly what people need and want when they raise a complaint.

This framework has been adopted by the Care Quality Commission and will be used as part of their inspection regime for both health and social care. Whilst they were written with those two sectors in mind, the principles of '*My Expectations*' are of relevance to all aspects of local authority complaints. We have shared them with link officers at a series of seminars earlier this year and would encourage chief executives and councillors to review their authority's approach to complaints against this user-led vision. A copy of the report can be found [here](#).

## **Future developments at LGO**

My recent annual letters have highlighted the significant levels of change we have experienced at LGO over the last few years. Following the recent general election I expect further change.

Most significantly, the government published a review of public sector ombudsmen in March of this year. A copy of that report can be found [here](#). That review, along with a related consultation document, has proposed that a single ombudsman scheme should be created for all public services in England mirroring the position in the other nations of the United Kingdom. We are supportive of this proposal on the basis that it would provide the public with clearer routes to redress in an increasingly complex public service landscape. We will advise that such a scheme should recognise the unique roles and accountabilities of local authorities and should maintain the expertise and understanding of local government that exists at LGO. We will continue to work with government as they bring forward further proposals and would encourage local government to take a keen and active interest in this important area of reform in support of strong local accountability.

The Government has also recently consulted on a proposal to extend the jurisdiction of the LGO to some town and parish councils. We currently await the outcome of the consultation but we are pleased that the Government has recognised that there are some aspects of local service delivery that do not currently offer the public access to an independent ombudsman. We hope that these proposals will be the start of a wider debate about how we can all work together to ensure clear access to redress in an increasingly varied and complex system of local service delivery.

Yours sincerely



Dr Jane Martin  
Local Government Ombudsman  
Chair, Commission for Local Administration in England

## Local authority report – Peak District National Park Authority

For the period ending – 31/03/2015

For further information on interpretation of statistics click on this link to go to <http://www.lgo.org.uk/publications/annual-report/note-interpretation-statistics/>

### Complaints and enquiries received

Local Authority	Adult Care Services	Benefits and tax	Corporate and other services	Education and children's services	Environmental services and public protection	Highways and transport	Housing	Planning and development	Total
Peak District NPA	0	0	0	0	0	0	0	3	3

### Decisions made

Local Authority	<u>Detailed investigations carried out</u>			Advice given	Closed after initial enquiries	Incomplete/Invalid	Referred back for local resolution	Total
	Upheld	Not Upheld						
Peak District NPA	0	1	1	0	1	0	1	3

Peak District NPA  
 Complaints received in period (Apr 2014 - Mar 2015)

	<b>Ref</b>	<b>Authority</b>	<b>Category</b>	<b>Received Date</b>
1	14001467	Peak District NPA	Planning & Development	28/Apr/2014
2	14012113	Peak District NPA	Planning & Development	06/Jan/2015
3	14016088	Peak District NPA	Planning & Development	09/Jan/2015

Peak District NPA  
Decisions made in period (Apr 2014 - Mar 2015)

	<b>Ref</b>	<b>Authority</b>	<b>Category</b>	<b>Decision date</b>	<b>Decision</b>
1	13020569	Peak District NPA	Planning & Development	08/Oct/2014	Not Upheld
2	14016088	Peak District NPA	Planning & Development	09/Jan/2015	Referred back for local resolution
3	14012113	Peak District NPA	Planning & Development	20/Feb/2015	Closed after initial enquiries

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**LOCAL GOVERNMENT OMBUDSMAN NUMBER OF ENQUIRIES RECEIVED  
REGARDING NATIONAL PARK AUTHORITIES 2014/15**

<b>National Park Authority</b>	<b>Environmental Services and Public Protection</b>	<b>Corporate &amp; Other Services</b>	<b>Planning &amp; Development</b>	<b>Total</b>
Dartmoor	0	0	2	2
Exmoor	0	0	1	1
Lake District	1	0	2	3
New Forest	1	3	7	11
North York Moors	0	0	2	2
Northumberland	0	0	1	1
Peak District	0	0	3	3
South Downs	0	0	3	3
Yorkshire Dales	0	0	1	1

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**LOCAL GOVERNMENT OMBUDSMAN NUMBER OF DECISIONS MADE REGARDING NATIONAL PARK AUTHORITIES 2014/15**

<b>National Park Authority</b>	<b>Advice given</b>	<b>Closed after initial enquiries</b>	<b>Incomplete/Invalid</b>	<b>Referred back for local solution</b>	<b>Upheld</b>	<b>Not Upheld</b>	<b>Total</b>
Dartmoor	0	2	0	0	0	0	2
Exmoor	0	0	0	1	0	0	1
Lake District	0	1	0	0	0	2	3
New Forest	0	5	1	5	0	2	13
Northumberland	0	0	0	0	1	0	1
North York Moors	0	0	0	2	0	0	2
Peak District	0	1	0	1	0	1	3
South Downs	0	1	0	1	0	0	2
Yorkshire Dales	0	0	0	0	0	0	0

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