

Agenda

Environment, Health and Housing Committee

Date:	Tuesday, 7 March 2023 at 6:30 pm
Venue:	Town Hall, St Annes, FY8 1LW
Committee members:	<p>Councillor Tommy Threlfall (Chairman) Councillor Chris Dixon (Vice-Chairman)</p> <p>Councillors Ben Aitken, Frank Andrews, Noreen Griffiths, Peter Hardy, Will Harris, Karen Henshaw JP, Roger Lloyd, Sally Nash-Walker, Bobby Rigby.</p>

Public Platform

To hear representations from members of the public in accordance with Article 15 of the Constitution.
 To register to speak under Public Platform: see [Public Speaking at Council Meetings](#).

	PROCEDURAL ITEMS:	PAGE
1	Declarations of Interest: Declarations of interest, and the responsibility for declaring the same, are matters for elected members. Members are able to obtain advice, in writing, in advance of meetings. This should only be sought via the Council’s Monitoring Officer. However, it should be noted that no advice on interests sought less than one working day prior to any meeting will be provided.	1
2	Confirmation of Minutes: To confirm the minutes, as previously circulated, of the meeting held on 24 January 2023 as a correct record.	1
3	Substitute Members: Details of any substitute members notified in accordance with council procedure rule 23(c).	1
	PRESENTATION:	
4	Presentation – Springfields/Westinghouse Update	
	DECISION ITEMS:	
5	Outside Body final reports (to follow)	
6	Working Group Closure Report – Flood and Surface Water Management Group	3-5
7	Working Group Closure Report – Carbon Neutral Working Group	6-10
8	Public Spaces Protection Orders: Alcohol consumption	11-29

9	Citizens Advice - Fylde	30-31
	INFORMATION ITEMS:	
10	Hydration Points Update	32-34
11	Adult Weight Management Funding	35-63

Contact: Democratic Services Department - Email: democracy@fylde.gov.uk

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<http://fylde.cmis.uk.com/fylde/DocumentsandInformation/PublicDocumentsandInformation.aspx>

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DECISION ITEM

REPORT OF	MEETING	DATE	ITEM NO
HEAD OF TECHNICAL SERVICES	ENVIRONMENT, HEALTH & HOUSING COMMITTEE	7 MARCH 2023	6

FLOOD AND SURFACE WATER MANAGEMENT WORKING GROUP – CLOSURE REPORT

PUBLIC ITEM

This item is for consideration in the public part of the meeting.

SUMMARY

The current term of office for the Council will end in May 2023 with the Borough elections and the return of a new group of elected members. The Boundary Commission Review means that there will be a reduction in the number of elected members from 51 to 37 and the governance review, undertaken in response to the reduced membership of the Council, will see the creation of an Executive Policy Committee and scrutiny arrangements. From May 2023 the Council will have new governance that will require different working arrangements. At the final meeting of each committee for the current term of office, the working groups and boards that have been established and appointed by the committee will be formally closed and disbanded where appropriate to create the opportunity for the new Council to review and determine the most appropriate arrangements under the new governance structure.

RECOMMENDATIONS

That the Committee disband the Flood & Surface Water Management Working Group and acknowledges that the members of the Group appointed by the Committee have fulfilled the intended objectives and aims set by the Committee in delivering the budget for the Authority.

SUMMARY OF PREVIOUS DECISIONS

Environment Health and Housing Committee established the Flood & Surface Water Management Working Group at the meeting on 3rd November 2020 and appointed members to review flood risk and surface water management.

CORPORATE PRIORITIES

Economy – To create a vibrant and healthy economy	√
Environment – To deliver services customers expect	√
Efficiency – By spending money in the most efficient way	√
Tourism – To create a great place to live and visit	√

REPORT

1. The Objectives of the review proposed and agreed by members of the working group were:

- a. To review the roles and responsibilities of the various organisations involved in the management of surface water in Fylde, to ensure greater coordination and effectiveness of resources to reduce flooding in the future.
 - b. To ensure that arrangements for dealing and responding to emergency flood incidents in Fylde are robust and effective to provide reassurance to members, residents, and landowners.
 - c. To understand how the Development Plan System, strategic flood risk assessments and planning decisions taken by Fylde Council impact on surface water management in the borough and make any observations or recommendations how the council, as an LPA, along with statutory consultees can improve the imposition, assessment, monitoring and enforcement of conditions to mitigate the impacts of flooding from new development.
2. The Methodology of the review proposed and agreed by members of the working group are:
 - a. Identify where we need to be to match the best innovative practice in surface water management
 - b. Take evidence to identify where we are now in Fylde to that best innovative practice required.
 - c. Make recommendations on how we can get to where we need to be to reduce flooding and the impacts of it
 3. The above is an indication only of the some of the stages and further meetings of the working group were necessary to ensure the review fully covers the agreed objectives.
 4. The working group produced a report on Flood Risk and Surface Water Management with several recommendations, including increasing resources to be able to better investigate and resolve incidents of flooding concern, develop projects for addressing surface water management in the longer term and provide support to the Development Management service to help monitor and enforce compliance.
 5. A Further update report has been presented to the Environment Health and Housing Committee in January 2023 identifying progress with the recommendations within the Flood Risk and surface water management review report.
 6. The Flood & Surface Water Management Working Group has fulfilled the remit set by this committee and members of the group over the last 2 years are thanked for their hard work, dedication, and contribution. Programme committees including the Environment Health and Housing committee will not be part of the new committee governance arrangements from May 2023. It is therefore recommended that the Flood & Surface Water Management Working Group is disbanded and that arrangements to review the Council's strategy and approach to Flood & Surface Water Management under the new governance arrangements are determined by the new Council.

IMPLICATIONS	
Finance	There are no financial implications arising directly from this report.
Legal	There are no legal implications
Community Safety	There are no community safety implications
Human Rights and Equalities	There are no human rights or equalities implications
Sustainability and Environmental Impact	There are no sustainability or environmental implications
Health & Safety and Risk Management	There are no health & safety or risk management implications

LEAD AUTHOR	CONTACT DETAILS	DATE
Adam Sugden	adam.sugden@fylde.gov.uk	14 th February 2023

BACKGROUND PAPERS

Name of document	Date	Where available for inspection
Operational Management Committee	Various dates / most meetings	www.fylde.gov.uk

DECISION ITEM

REPORT OF	MEETING	DATE	ITEM NO
DEPUTY CHIEF EXECUTIVE	ENVIRONMENTAL HEALTH AND HOUSING COMMITTEE	7 MARCH 2023	7
CARBON NEUTRAL WORKING GROUP – CLOSURE REPORT			

PUBLIC ITEM

This item is for consideration in the public part of the meeting.

SUMMARY

The current term of office for the council will end in May 2023 with the Borough elections and the return of a new group of elected members. The Boundary Commission Review means that there will be a reduction in the number of elected members from 51 to 37 and the governance review undertaken in response to the reduced membership of the council will see the creation of an executive policy committee and scrutiny arrangements. The council from May 2023 will have new governance that will require different working arrangements. At the final meeting of each committee for the current term of office the working groups and boards that have been established and appointed by the committee will be formally closed and disbanded where appropriate to create the opportunity for the new council to review and determine the most appropriate arrangements under the new governance structure.

RECOMMENDATIONS

That the committee disband the Carbon Neutral Working Group and acknowledges that the members of the Group appointed by the committee have contributed to achieving some of the objectives that were set out within the original Terms of Reference, and within the Corporate Plan.

SUMMARY OF PREVIOUS DECISIONS

Establishment of Working Group, and the regular receipt of minutes of the Working Group to keep the wider committee informed.

CORPORATE PRIORITIES

Economy – To create a vibrant and healthy economy	
Environment – To deliver services customers expect	√
Efficiency – By spending money in the most efficient way	
Tourism – To create a great place to live and visit	

REPORT

1. The Carbon Neutral Working Group was established by the Committee to deliver actions identified within the Fylde Corporate Plan 2020/24 :

- **Implement carbon reduction policies including plastics reduction, tree planting, energy efficiency and recycling.**
 - **Design education and awareness programmes to support carbon reduction policies and actions; and**
 - **Work with partners to deliver carbon reduction.**
2. A number of carbon reduction policies have been progressed including a plastics reduction policy, a draft Tree Planting and Woodland Strategy and a Domestic Recycling Policy.
 3. Other notable achievements have been the development of successful capital bids for three electric vehicles and the delivery of a tree planting programme in 2022. Following the success of the 2022 tree planting programme, the committee has also recently approved a capital bid to be put forward as a part of the 2023/24 budget to continue this work. The on-going and sustained investment in tree planting will allow the council to expand the tree canopy cover and the sustainable management of tree stock providing ecological benefits in return.
 4. More recently a Climate Change Action Plan has been developed in consultation with both the Leadership Board and the Council's Senior Management Team. This describes more comprehensively what the council is already doing to address climate change, and milestone dates. It is this Action Plan which will form the focus of the activity within the new term of office post May 2023.
 5. The minutes of the most recent meeting of the Working Group are attached for information for completeness.

IMPLICATIONS	
Finance	There are no financial implications arising directly from this report.
Legal	There are no legal implications
Community Safety	There are no community safety implications
Human Rights and Equalities	There are no human rights or equalities implications
Sustainability and Environmental Impact	There are no sustainability or environmental implications
Health & Safety and Risk Management	There are no health & safety or risk management implications

LEAD AUTHOR	CONTACT DETAILS	DATE
Tracy Manning	tracy.manning@fylde.gov.uk	February 24th ^t 2023

BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
Environment, Health and Housing Committee	Various dates / most meetings	www.fylde.gov.uk

Notes

Carbon Neutral Working Group

Date:	Thursday, 12 January 2023
Venue:	Town Hall, St Annes
Present:	<p><u>Councillors</u></p> <p>Tommy Threlfall (Chairman), Chris Dixon, Karen Henshaw, Bobby Rigby, Viv Willder and Stan Trudgill.</p> <p><u>Council Officers</u></p> <p>Mark Evans (Head of Planning)</p> <p>Ian Williamson (Head of Environmental Services)</p>
Note Taker:	Christine Wood

1. Introductions and apologies

The Chairman, Councillor Tommy Threlfall welcomed all those in attendance to the meeting. Apologies were received from Councillor Noreen Griffiths, Lisa Foden and Tracy Manning

2. Minutes of the previous meeting held on Thursday, 24th November 2022

The minutes of the previous meeting held on Thursday, 24th November 2022 were confirmed as a correct record.

3. Climate Change Action Plan

Ian Williamson provided an update on the Climate Change Action Plan a copy of which had been circulated to the Group prior to the meeting. Ian advised that there had been some minor amendments to the plan since the previous meeting.

Ian further advised that the commissioned baseline had now been completed in which the Fylde Council current situation had been included in comparison to the period of the 1990s. Information from the baseline study would be used to produce a recommendation to the Working Group on the scope and objectives of the Climate Change/Carbon Reduction Policy. The baseline would be key to the action plan.

Knowledge of the current use of Carbon at Fylde would be key to drafting a Strategy and Policy which would provide recommendations to the Group in terms of carbon use reduction. Specialist external support/consultancy would be required if massive reductions were required which would provide recommendations to the Group and the Leadership Board. It was hoped to secure Government grants/funding.

Ian advised that Blackpool and Wyre Authorities had appointed Carbon Reduction Officers and that Fylde would attempt to work with the officers in their specialist roles. Ian also advised that if the baseline results advised that Fylde Council should appoint to a similar role, this could be a consideration.

Notes – Carbon Neutral Working Group – 12 January 2023

The Chairman referred to the previous meeting when representatives of BAE had attended and enquired if any of the initiatives shared had been taken on board at Fylde. Ian reminded that BAE had advised of internal communications being built into the culture of the organisation which had been taken on board e.g., work taking place within the Communications Department via Gemma Broadley, Head of Corporate Services, Ipool modules, electric vehicle replacement schemes. Carbon neutral was becoming a consideration when any changes were required to take place within the organisation.

A group member enquired around the timeframe to implement the required actions. Ian referred to the updated action plan which was split into three sections and outlined as follows:

1. What we are already doing
2. Easy Wins (completed as and when)
3. Medium/Long term actions (which could be years in terms of strategies and policies/government legislation)

A group member referred to the Climate Emergency Agenda that several authorities had signed up to and highlighted that Fylde was one of only three authorities that had not signed up to the agenda. A discussion took place around the issue in which the group was reminded that the current approach was one of making methodical policy changes.

The Chairman enquired around Fylde Council's engagement with the local community/companies regarding the issue/carbon status. A group member enquired around the decision of who to engage with. The group was advised that the biggest emitters could be identified to be targeted. A group member suggested that invitations be circulated to local companies to attend meetings at the Town Hall with the relevant officers. It was suggested that a Borough wide network of companies could be invited to attend a conference to share ideas/initiatives to address carbon reduction strategies and learn from each other. The Chairman requested that Springfield Works be one of the organisations contacted and to request that Springfield Works share their Carbon Reduction/neutral initiatives. The group was advised that currently there was not a Carbon Reduction Officer employed at Fylde Council to facilitate such an event. It was suggested that Fylde Council Officers may be able to work with the Carbon Neutral Officers employed at other Fylde Coast authorities to progress this.

A group member referred to solar power, insulation, heating, and lighting and enquired around heating system monitoring within the authority advising of the potential savings of 30-50% via an advanced computerised control system. A discussion took place around the issue in which the issue of costs and sustainability were identified. Ian advised that issues such as this could be addressed via the completed commissioned baseline findings.

Ian advised that updates/progress on issues within the plan would be reported to future meetings of the group.

RESOLVED:

That enquiries be made with other Fylde Coast authorities to consider if there was a willingness to collaborate on an engagement event with Fylde Coast businesses in the future (including Springfield)

4. Any Other Business

Tree Cover Survey

Mark Evans advised the group of the findings of the Tree Cover Survey. It was agreed that a copy of the survey be circulated to the Carbon Neutral Working Group.

RESOLVED: That a copy of the Tree Cover Summary Plan be circulated to the Carbon Neutral Working Group.

FBC – Capital Bid 2023/24 – Tree Planting Programme

Mark Evans advised that following the success of the Tree Planting Programme, Lisa Foden had submitted a report to the meeting of the Environment, Health and Housing Committee to be held on Tuesday, 24 January 2023 requesting the investment of a further £25,000 additional revenue to enable the continuation of tree planting in the financial year of 2023/24. The report proposed that baseline data from the tree canopy survey combined with

Notes – Carbon Neutral Working Group – 12 January 2023

in-house knowledge of low canopy areas be used to formulate a new tree planting proposal for delivery in winter 2023/24.

Mark advised that there was also approximately £4-£5k surplus from the previous year and that a slippage request would be put forward to Council for consideration.

Tree and Woodland Strategy

Mark advised that the Tree and Woodland Strategy which was near completion. Mark offered to circulate the strategy to the group prior to the next meeting and requested that it be an item on the agenda at the next meeting. Mark outlined to the group the six themes within the strategy.

RESOLVED:

- 1. That the Tree and Woodland Strategy be circulated to the Carbon Neutral Working Group; and**
- 2. That the Tree Planting Strategy be an item on the agenda at the next meeting; and**
- 3. That thanks be extended from the Carbon Neutral Working Group to all involved in the compilation of the Tree Planting Strategy.**

Wildlife Trust

Councillor Henshaw advised of a meeting that she attended in which a representative from the Wildlife Trust had presented on work that had been carried out on the beach sandhills using recycled trees. The presentation had included photographs. It was suggested that the information be shared with the Group at a future meeting.

ACTION – Councillor Henshaw to obtain the name of the representative from the Wildlife Trust.

Christmas tree collection

The Chairman expressed disappointment that Freckleton Christmas tree pick up had been discontinued this year. The Chairman suggested that there should be a recommendation from the Carbon Neutral Working Group that Fylde Council collects Christmas trees to enhance sand dune and shoreline defence.

RESOLVED – That the Carbon Neutral Working Group recommend that Fylde Council implement a Christmas tree collection scheme for the grounds as stated above.

National Planning Policy Framework (NPPF)

Mark Evans responded to questions from the group around the National Planning Policy Framework (NPPF). The Chairman expressed the view that he would like to see a government incentive into solar and alternative power sources to reduce Carbon use.

9. Date and Time of Next Meeting

That the next meeting of the Carbon Neutral Working Group be held on Wednesday 15 or 22 March 2023. Date to be agreed.

DECISION ITEM

REPORT OF	MEETING	DATE	ITEM NO
HEAD OF ENVIRONMENTAL & HOUSING SERVICES	ENVIRONMENT, HEALTH & HOUSING COMMITTEE	7 MARCH 2023	8
PUBLIC SPACES PROTECTION ORDERS: ALCOHOL CONSUMPTION			

PUBLIC ITEM

This item is for consideration in the public part of the meeting.

SUMMARY

Parts of the Borough are presently covered by Public Spaces Protection Orders (PSPO's) which allow a Police Constable to require a person to stop drinking alcohol and surrender the alcohol to a Constable. These PSPO's are due to lapse during October 2023. They can be extended, but only if they remain necessary to prevent nuisance or annoyance to the public, or disorder associated with the consumption of alcohol in the area they cover.

The report asks the Committee to consider whether it is minded to extend all/any of these the PSPO's. Furthermore it proposes delegating the authority to do so to the Head of Environmental & Housing Services following the mandatory processes of consultation, to determine if the matters should be referred back to members for further consideration, or the Order/Orders confirmed.

The report also asks the Committee to consider whether the orders as extended should be varied to give authorised council officers the same powers as a constable.

RECOMMENDATIONS

1. That the committee is minded to extend the ten PSPO's as detailed within the report for a further three year period, and to vary the orders to allow authorised council officers the same powers as a police constable, i.e. to require a person to stop drinking and to require the surrender of alcohol;
2. In relation to each order that the Committee is minded to extend, to delegate authority to the Head of Environmental & Housing Services to carry out the necessary consultation, publicity and notification and then to extend the order, unless the he considers that the order ought not to be extended until a response to the consultation or publicity has been considered further by the committee.
3. That a prohibition of drinking alcohol within town centres be not pursued at this stage for the reasons explored within the covering report but should evidence come to light of increased drink related anti-social behaviour at a future date within Fylde the matter be re-considered.

SUMMARY OF PREVIOUS DECISIONS

Each of the orders will have been considered by the appropriate Committee at the time it was decided to make the order, and the committee must have decided that the statutory criteria for making the order, set out in paragraph 2 of the report, were fulfilled.

Environment, Health and Housing Committee, 1 September 2020:

Resolved:

1. That the Committee is minded to extend all of the public spaces protection orders described in the report for a further three years,
2. In relation to each order that authority is delegated to the Director of Resources to carry out the necessary consultation, publicity and notification and then to extend the order, unless the director considers that the order ought not to be extended until a response to the consultation or publicity has been considered by the committee at a special meeting.

Environment, Health and Housing Committee, 24th January 2023:

1. Deferred extending all the Public Space Protection orders to enable officers to explore the possibility of having a complete ban on street drinking in town centres.

CORPORATE PRIORITIES

Spending your money in the most efficient way to achieve excellent services (Value for Money)	
Delivering the services that customers expect of an excellent council (Clean and Green)	
Working with all partners (Vibrant Economy)	
To make sure Fylde continues to be one of the most desirable places to live (A Great Place to Live)	√
Promoting Fylde as a great destination to visit (A Great Place to Visit)	√

REPORT

THE TEN EXISTING ORDERS

1. Ten public spaces protection orders (PSPOs) are in force in different parts of the borough restricting the consumption of alcohol. The effect of each order is that an individual, when required by a constable, must not consume alcohol, and must surrender any alcohol to the constable. Individuals can be prosecuted or given a fixed penalty of up to £100 if they do not comply.
2. The ten orders cover the following areas of the borough:

Kirkham	Warton
Wesham	Inner Promenade and Fairhaven Lake
Freckleton	St Annes
Wrea Green	Kilnhouse
Lytham (town)	Lytham Green & Triangle

The precise coverage of each order is set out in the appendix to this report.

3. The ten PSPOs were originally made as designated public places orders (DPPOs) under superseded legislation. In originally deciding to designate the above places for the purposes of DPPOs, council members at the time

must have been satisfied that “*nuisance or annoyance to members of the public or a section of the public...or disorder had been associated with the consumption of alcohol in that place*”.

4. The original orders were due to lapse in October 2020, but were extended for three years following the decision of the committee in September 2020. They are now due to lapse on 14 October 2023.

CRITERIA FOR EXTENSION

5. PSPOs are not intended to remain in force indefinitely, but an order can be extended in duration for a further period of three years if it has not lapsed. A PSPO can be only extended if the authority is “*satisfied on reasonable grounds that doing so is necessary to prevent...occurrence or recurrence after that time of the activities identified in the order, or...an increase in the frequency or seriousness of those activities after that time*”. The activities identified in the ten orders must be taken to be nuisance or annoyance to members of the public, or a section of the public, or disorder, associated with the consumption of alcohol. Each extension can only be for three years. To extend each PSPO, the council must therefore be satisfied that allowing the order to lapse would lead, in the area covered by that order, to nuisance or annoyance to the public, or disorder, caused by the consumption of alcohol.
6. In deciding whether to extend a PSPO, the council is required to “*have particular regard to the rights of freedom of expression and freedom of assembly set out in articles 10 and 11 of the [European] Convention [on Human Rights]*”. Those rights are:

ARTICLE 10 Freedom of expression

1. Everyone has the right to freedom of expression. This right shall include freedom to hold opinions and to receive and impart information and ideas without interference by public authority and regardless of frontiers. This Article shall not prevent States from requiring the licensing of broadcasting, television or cinema enterprises.

2. The exercise of these freedoms, since it carries with it duties and responsibilities, may be subject to such formalities, conditions, restrictions or penalties as are prescribed by law and are necessary in a democratic society, in the interests of national security, territorial integrity or public safety, for the prevention of disorder or crime, for the protection of health or morals, for the protection of the reputation or rights of others, for preventing the disclosure of information received in confidence, or for maintaining the authority and impartiality of the judiciary.

ARTICLE 11 Freedom of assembly and association

1. Everyone has the right to freedom of peaceful assembly and to freedom of association with others, including the right to form and to join trade unions for the protection of his interests.

2. No restrictions shall be placed on the exercise of these rights other than such as are prescribed by law and are necessary in a democratic society in the interests of national security or public safety, for the prevention of disorder or crime, for the protection of health or morals or for the protection of the rights and freedoms of others. This Article shall not prevent the imposition of lawful restrictions on the exercise of these rights by members of the armed forces, of the police or of the administration of the State.

Officers don't consider that anything in the present orders engages any of the rights guaranteed by articles 10 or 11.

ENFORCEMENT BY THE COUNCIL

7. Under the orders as they stand at present, only a constable (Including a Police Community Support Officer if so designated by the Chief Constable) can require a person to stop drinking alcohol or surrender alcohol. However, it is possible under the legislation¹ for that authority to be given also to authorised council officers. This would allow council enforcement officers to intervene in situations where their only formal recourse would presently be to contact the police. The committee is asked to consider whether it is minded to vary the terms of the orders to include enforcement by authorised council officers.

¹ Anti-Social, Crime and Policing Act 2014, section 63.

8. It is understood that varying the PSPO to authorise officers to remove alcohol from the public could be perceived to put officers of the council at increased risk. Street drinkers have the potential to be intoxicated, aggressive and present a risk of violence or abuse to officers. Members should note that officers will be instructed not to put themselves at any risk whatsoever, as a part of the council's risk assessment, and should a street drinker seem (even from a distance) intoxicated or to present any other threat that they should not approach or engage with them, and the police must be called. Seeking authorising officers to remove alcohol from street drinkers is not expected to require any increase in resource as officers already deal with street beggars and these are usually the same individuals. The police will remain the main way of dealing with street drinkers, with Fylde Council assisting where it can, and it is expedient for it to do so. To ensure clarity in responsibilities a simple Memorandum of Understanding between the council and the police on dealing with street drinkers will be made and agreed as a part of any variation of the orders giving council officers the same powers as a constable to require a person to cease drinking and surrender alcohol.

PROCEDURE

9. Before extending a PSPO, or varying its terms, the authority must carry out "*the necessary consultation, the necessary publicity, and the necessary notification*". The "*necessary consultation*" means consulting with the police, the Police and Crime Commissioner, any community representatives that the council considers it appropriate to consult and (unless it is not reasonably practicable to do so) the owner of the affected land. The "*necessary publicity*" means publicising the proposal. The "*necessary notification*" means notifying the county council and any relevant parish council.
10. A decision to extend or vary any of the PSPOs can't be taken until any representations made as a result of the consultation and publicity have been taken into account.
11. If members consider that the criteria for extension and variation set out in paragraph 5 are met and are minded to extend or vary any of the ten PSPOs, it is recommended that authority be given to the Head of Environmental & Housing services to carry out the processes of consultation, publicity and notification, and extend the orders, if he considers it appropriate to do so after considering any responses received. If the consultation and publicity resulted in any matters being raised that the Head of Environmental & Housing Services felt should be referred to the committee, they would be referred to the committee to consider and to decide whether to go ahead with the relevant extension.

NUISANCE, ANNOYANCE OR DISORDER

12. The existence of the DPPOs and subsequent PSPOs have proved a successful deterrent against alcohol-related crime and disorder often associated with street drinkers who tend to drink in public places. While prohibiting the consumption of alcohol has an associated impact on reducing anti-social behaviour, allowing drinking in public can lead to an increase in public disorder.
13. This has been demonstrated during the recent Covid crisis once lockdown was eased and prior to the reopening of the hospitality sector. The warm weather and newfound freedom encourage many visitors and residents to congregate in popular tourist locations, parks and open spaces, consuming vast quantities of refreshments, including alcohol, in these public places. This was accompanied by an increased level of anti-social behaviour, often overwhelming available police resources and culminating in an 'illegal rave' on Lytham Green.
14. There has been an increase in rough sleepers and street beggars in the urban areas of the borough in recent years as this cohort of individuals move out of Blackpool and Preston. This is often associated with a greater prevalence of street drinking and anti-social behaviours such as urinating and spitting in public. Several Community Protection Notices have been issued, imposing conditions which deter such behaviours. This is quite time-consuming requiring resource intensive officer investigations and a robust evidence base to substantiate.
15. Local businesses in the urban areas of the Borough have expressed their frustration at some of the antisocial behaviour exhibited by street drinking, and the concern that this could cause a loss of business. Alcohol is often seen as the main fuel for Antisocial behaviour in the urban areas of the Borough.
16. These recent examples support local concerns that failing to extend the historical orders will result in public nuisance, annoyance or disorder in each of the areas covered by an existing order.

17. Allowing Council Officers the power to remove alcohol will increase the efficiency of enforcement in the urban areas of the Borough. It is important that the Council works well with other agencies, including Lancashire Constabulary. The area Inspector and Chief Inspector for Fylde has requested this amendment is made to the PSPO.

COMPLETE PROHIBITION ON STREET DRINKING

18. At the previous Environment, Health and Housing committee it was proposed that a further report is provided on widening the scope of PSPO's in relation to alcohol and prohibit any alcohol consumption in designated town centre areas (subject to certain exclusions like beer gardens etc.). The difference to the existing order would be that in the designated locations any person consuming alcohol would be committing an offence and liable to prosecution or a fixed penalty at the point of consuming the alcohol (whether they were aware of the prohibition or not), there would be no request to cease drinking and no option to confiscate the alcohol prior to issuing an FPN.

19. Issues for Consideration

PSPO's can only be made if the two conditions in the legislation (below) are met:

The first condition is that:

- (a) activities carried on in a public place within the authority's area have had a detrimental effect on the quality of life of those in the locality, or
- (b) it is likely that activities will be carried on in a public place within that area and that they will have such an effect.

The second condition is that the effect, or likely effect, of the activities:

- (a) is, or is likely to be, of a persistent or continuing nature,
- (b) is, or is likely to be, such as to make the activities unreasonable, and
- (c) justifies the restrictions imposed by the notice.

20. To introduce the restriction there must be evidence of persistent anti-social behaviour caused by the consumption of alcohol in the designated areas covered by a PSPO which persists notwithstanding the current restrictions, and which the additional restrictions would address.
21. Whilst there have been recent incidents attributed to a limited number of individuals in St Annes Square, there is limited evidence to support a ban in town centres, in the view of both officers of the council and the police. The council has not received any complaints from the public about individuals consuming alcohol on the street, and the recent incidents have been recorded as evidence by officers engaging with the known individuals as part of the process of issuing Community Protection Notices and / or Warnings.
22. A complete ban on alcohol in a location would create an expectation from the public that it is enforced when reported. Police resources to respond to such a change would be limited with priority given to other more serious incidents causing a threat to individuals and/or property. Equally council resources would be limited to respond specially to cover the periods when drinking in the prohibited areas was most likely e.g. evenings and weekends.
23. An important consideration when proposing a PSPO is also the intent and ability to enforce. Prohibition of alcohol that would result in an offence having been committed at the point of consumption in a designated area should only be introduced if the enforcement is available to keep the area alcohol free.
24. The existing PSPO related to alcohol consumption in town centres and on public open spaces provides discretion and allows target hardening of repeat offenders. The approach is consistent with the council's enforcement strategy, to provide the opportunity to cease the behaviour (a warning) prior to enforcement through a FPN.
25. After discussion with the police and officers responsible for enforcement in the council, including the legal team, it is felt highly unlikely that there is the required evidence of existing and / or possible behaviour that has a detrimental effect on the quality of life in the locality to warrant banning the consumption of alcohol within

town centre settings. It is also unlikely that evidence can be produced that the consumption of alcohol on designated streets is, or is likely to be, of a persistent or continuing nature given the limited number of incidents. Given this, both officers of the council, together with police colleagues, do not believe it will be possible to provide the necessary evidence to meet the two legislative requirements for a PSPO which would ban the consumption of alcohol within town centres aside from the concerns about the ability to respond to such a ban.

26. However, the extension of authorisation to council officers and PCSO's to enforce the existing PSPO's provides the ability to target offenders which would assist with the handful of persistent offenders being dealt with through CPN's and CPW's.

27. The feedback from the police (Chief Inspector Barton and his colleagues) is included below for completeness:
"The current PSPO is an effective tool in tackling drink related ASB in Fylde and we have additional powers to tackle the most problematic offending (CPW, CPN, Injunction, CBO etc), without impacting on the wider community.

The team discussed the issue this week and we feel that there is little or no evidence to justify this proposed change to a complete ban and that this change will place an additional and unnecessary burden on our joint resources.

I would respectfully request that this proposal is not supported but should evidence come to light of increased drink related anti-social behaviour at a future date within Fylde we reconsider the issue."

IMPLICATIONS	
Finance	No material impact
Legal	The powers to extend and vary the orders, and the considerations members need to take into account, are set out in the report.
Community Safety	The orders are intended to enhance community safety by making it possible for a police or authorised council officer to prevent or control drunken behaviour by stopping drinking in public places.
Human Rights and Equalities	Members should consider carefully the continuing need for the powers in each area. If they are not satisfied that problems of nuisance, annoyance or disorder associated with drinking of alcohol would recur or intensify if a particular order were to lapse, they should not extend that order.
Sustainability and Environmental Impact	No material impact
Health & Safety and Risk Management	No material impact

LEAD AUTHOR	CONTACT DETAILS	DATE
IAN WILLIAMSON	IAN.WILLIAMSON@FYLDE.GOV.UK	14/02/2023

BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
Designated Public Places Protection orders referred to in paragraph 2 of the report	Various	Town Hall, Lytham St Annes

Attached documents:

Appendix 1 - Schedule of areas covered by each PSPO

Kirkham
Street Listing - Drinking Restrictions

STREETNAME
ABBOTS CLOSE
AIKEN COURT
AMBERWOOD
ANCENIS COURT
ASH AVENUE
BARNFIELD
BEECH AVENUE
BENTLEY DRIVE
BERKLEY CLOSE
BEST STREET
BIRLEY STREET
BLEASDALE AVENUE
BLenheim AVENUE
BROOK STREET
BROOKLANDS AVENUE
BROOKSIDE
BRYNING FERN LANE
BRYNING FERN LANE
CALDER CLOSE
CARR LANE
CARR ROAD
CARRWOOD DRIVE
CEDAR CRESCENT
CHAPEL LANE
CHAPEL WALKS
CHERRY CLOSE
CHURCH STREET
CLEGG STREET
CORONATION ROAD
CRANWELL COURT
CROFTS CLOSE
DANES CLOSE
DARTMOUTH CLOSE
DOWBRIDGE
DOWBRIDGE WAY
DYER STREET
EATON PLACE
FIRFIELD CLOSE
FLAXFIELD WAY
FOXWOOD DRIVE
FRECKLETON STREET
FRIARY CLOSE
FYLDE STREET
GARDEN STREET
GILLOW ROAD
GLEBE LANE
GLENEAGLES COURT
GREENMOUNT AVENUE
HILLSIDE AVENUE
HOLMESWOOD
HORNBY COURT
KIRKGATE
LANGTON ROAD
LIME AVENUE

Kirkham
Street Listing - Drinking Restrictions

STREETNAME
LONG MEADOW
LUNE CLOSE
LUNESDALE ROAD
MANOR DRIVE
MARKET SQUARE
MARQUIS STREET
MARSDEN STREET
MAYFIELD AVENUE
MELLOR ROAD
MILBANKE AVENUE
MILL STREET
MILTON CRESCENT
MOOR STREET
MYRTLE DRIVE
NELSON STREET
NORTH VIEW
OAK AVENUE
OLD ROW
ORDERS LANE
OXFORD DRIVE
OXLEY CLOSE
PARK ROAD
PENNINE VIEW
PHILIP AVENUE
POPLAR AVENUE
POULTON STREET
PRESTON STREET
QUEEN'S CRESCENT
REGENCY CLOSE
RIBBLE CRESCENT
RIBBLESDALE CLOSE
RIBBY AVENUE
RIBBY ROAD
RICHARD'S STREET
ROMAN WAY
ROYAL AVENUE
ROYAL TROON COURT
SANDHURST CLOSE
SANDOWN CLOSE
SCHOOL LANE
SELBY ROAD
SHERBURNE AVENUE
SHREWSBURY CLOSE
SMITH STREET
SOUTH VIEW
SOUTHLANDS
SPRINGFIELD AVENUE
ST ANTHONYS PLACE
ST JOHNS AVENUE
ST MICHAELS ROAD
ST STEPHENS ROAD
ST THOMAS ROAD
STANLEY COURT
STANLEY STREET

Kirkham
Street Listing - Drinking Restrictions

STREETNAME
STATION ROAD
SUNNINGDALE CLOSE
SUNNY BANK
SWARBRICK STREET
TEBAY AVENUE
THE CHIMES
THE CLOSE
THE CONIFERS
THE COPPICE
TURNBERRY CLOSE
UNION PASSAGE
VALE ROYAL
VICTORIA ROAD
WARD STREET
WELLINGTON STREET
WHITWORTH COURT
WILLOWS LANE
WINDMILL AVENUE
WOODLANDS AVENUE
WYRE AVENUE

Wesham
Street Listing - Drinking Restrictions

WESHAM

STREETNAME
ALBERT STREET
ALEXANDRA ROAD
BAMBER'S WALK
BELGRAVE AVENUE
BILLINGTON STREET
BILLINGTON STREET EAST
BRAMBLE CLOSE
BUTTERWORTH CLOSE
CARR DRIVE
CATHERINE CLOSE
CATHERINE STREET
CENTRAL AVENUE
CHAPEL CLOSE
CHARNOCK STREET
CHURCH ROAD
CHURCH WALK
COUNTESS CLOSE
DERBY ROAD
ESKDALE DRIVE
ESKHAM CLOSE
FALLOWFIELD CLOSE
FLEETWOOD ROAD
GARSTANG ROAD NORTH
GARSTANG ROAD SOUTH
GREENFIELDS CRESCENT
GREENHILL AVENUE
HAWTHORN CLOSE
HILLVIEW ROAD
KENT'S CLOSE
KNIGHTSBRIDGE CLOSE
LANSDOWN ROAD
MARKET STREET
MEADOW PARK
MEDLAR CLOSE
MEDLAR COURT
MEDLAR GATE
MORLAND AVENUE
MOWBRECK COURT
MOWBRECK LANE
NORTH DRIVE
PARK LANE
PENDLE COURT
PORTER STREET EAST
PRINCESS AVENUE
QUEENS PLACE
RAILWAY TERRACE
RAVENGLASS CLOSE
RAWLINSON STREET
SANTON CLOSE
SEGAR STREET
STABLE CLOSE

Wesham
Street Listing - Drinking Restrictions

STANLEY ROAD
STATION ROAD
THOMPSON STREET
WEETON ROAD
WESHAM HALL CLOSE
WESHAM HALL ROAD
WEST DRIVE
WEST VIEW
WHITWORTH STREET
WINDMILL VIEW
WRIGHT STREET
WYRE STREET

Freckleton
Street Listing - Drinking Restrictions

STREETNAME
ANSBRO AVENUE
ANSON ROAD
ASH DRIVE
ASTLEY CRESCENT
AUSTER CRESCENT
AVALON DRIVE
BALDERSTONE ROAD
BEECH DRIVE
BLACKFIELD ROAD
BRACKEN DRIVE
BRADES LANE
BRAMWELL ROAD
BRIARWOOD
BUNKER STREET
BUSH LANE
CALDER AVENUE
CAMBORNE PLACE
CHERRY LANE
CHURCH CLOSE
CLIFTON PLACE
CLITHEROES LANE
CLOVER DRIVE
COOKSON CLOSE
CROFT BUTTS LANE
DELANY DRIVE
DERWENT CLOSE
DIBBS POCKET
DOUGLAS DRIVE
EASTWAY
FERNDALE CLOSE
FOLDSIDE
FOXGLOVE WAY
FURTHER ENDS ROAD
GOE LANE
GREEN ACRES
GREEN LANE
GREEN LANE WEST
HASTINGS ROAD
HERON WAY
HERON WAY
HILL TOP CLOSE
HILLOCK LANE
HODGSON AVENUE
HUNTER ROAD
JUBILEE TERRACE
KIMBERLY CLOSE
KIRBY DRIVE
KIRKHAM ROAD
LAMALEACH DRIVE
LANDCREST CLOSE
LANGDALE CLOSE
LARCH CLOSE
LODGE CLOSE
LOWER LANE

Freckleton
Street Listing - Drinking Restrictions

STREETNAME
LYTHAM ROAD
LYTHAM ROAD
MARQUIS DRIVE
MARSH DRIVE
MARSH GATES
MASON CLOSE
MEMORY CLOSE
MILL VIEW
NAZE LANE
NAZE LANE EAST
NEWTON CLOSE
OAK DRIVE
ORCHARD CLOSE
POLPERRO DRIVE
POOL LANE
POPLAR DRIVE
PRESTON NEW ROAD
PRESTON OLD ROAD
RAWSTORNE CLOSE
RIBBLE AVENUE
RIBBLE CLOSE
RICHARDSON CLOSE
RIGBY CLOSE
RUSKIN ROAD
RUTLAND AVENUE
RYDAL AVENUE
SAGAR DRIVE
SCHOOL LANE
SEDGELEY MEWS
SEDGLEY AVENUE
SHACKLETON ROAD
SPRING GARDENS
SPRING HILL
ST IVES AVENUE
STONEY LANE
STRIKE LANE
SUMMIT DRIVE
SUNNYSIDE CLOSE
TARNBRICK AVENUE
THE MEDE
TRINITY CLOSE
TUDOR DRIVE
VULCAN ROAD
WADES CROFT
WAXY LANE
WESTWAY
WILLOW CLOSE
WILLOW DRIVE
WYNDENE GROVE
YORK DRIVE

Wrea Green
Street Listing - Drinking Restrictions

WREA GREEN

STREETNAME
RIBBY ROAD
BRYNING LANE
MOSS SIDE LANE
THE GREEN

SCHEDULE OF STREETS - LYTHAM TOWN

AGNEW STREET	WESTBY STREET
CHURCH ROAD	BEACH STREET
HENRY STREET	QUEEN STREET
MARKET SQUARE	GREEN STREET
CLIFTON SQUARE	DICCONSON TERRACE
HASTINGS PLACE	CHAPEL STREET
STATION SQUARE	PARK STREET
BALLAM ROAD	PLEASANT STREET
SOUTH WESTBY STREET	NORTH CLIFTON STREET
BATH ROAD	SOUTH CLIFTON STREET
BATH STREET	SHEPHERD STREET
BANNISTER STREET	STATION ROAD
PARK VIEW ROAD	GEORGE STREET
CLEVELAND ROAD	TALBOT TERRACE
CLIFTON STREET	EAST BEACH
CENTRAL BEACH	WEST BEACH

SCHEDULE OF STREETS - WARTON

ALDERVILLE CLOSE	ASH DRIVE
BANK LANE	BEECH AVENUE
BLENHEIM DRIVE	BRYNING
BRYNING HALL LANE	BRYNING LANE
BUTLER MEADOW	BYRON AVENUE
CANBERRAWAY	CARDWELL CLOSE
CARRLANE	CARTMELL LANE
CEDAR AVENUE	CHATSOWRTH AVENUE
CHURCH GARDENS	CHURCH ROAD
CLIFTON AVENUE	DOVER CLOSE
ELDER CLOSE	ELM AVENUE
FERRIER BANK	FIR GROVE
FLORENCE AVENUE	FOLKESTONE CLOSE
GRACAMY AVENUE	HARBOUR AVENUE
HASTINGS AVENUE	HILLOCK LANE
INGLEWOOD CLOSE	KEATS AVENUE
LILAC CLOSE	LODGE LANE
LYTHAM ROAD	MAPLE GROVE
MARLBOROUGH AVENUE	MEADOW DRIVE
MILL LANE	MILLFIELD CLOSE
MOORHEAD GARDENS	OLIVE GROVE
THE ORCHARD	PEG WAY
POPLAR AVENUE	POST LANE
QUEENSWAY	RAKE LANE
RAMSGATE CLOSE	RIBBLE VIEW CLOSE
SUNNYSIDE AVENUE	TENNYSON AVENUE
VERNON AVENUE	WEST END LANE
WESTFIELD DRIVE	WOODLANDS DRIVE
WORDSWORTH AVENUE	

SCHEDULE OF STREETS – FAIRHAVEN LAKE AND INNER PROMENADE

INNER PROMENADE

FAIRHAVEN LAKE

SCHEDULE OF STREET – ST ANNES

NORTH PROMENADE	SOUTH PROMENADE
BEACH ROAD	SYDNEY STREET
ST GEORGE'S SQUARE	ST ANDREWS ROAD NORTH
LINKS ROAD	ST THOMAS'S ROAD
ORCHARD ROAD	ST GEORGE'S ROAD
GARDEN STREET	ST GEORGE'S LANE
RIBBLE STREET	NORTHGATE
DOVE STREET	ST ANNE'S ROAD WEST
ASTLAND STREET	ROYD STREET
EAST BANK ROAD	HONRBY ROAD
KINGS ROAD	BACK ST ANNES ROAD WEST
PARK ROAD	RICHMOND ROAD
WOOD STREET	BROMLEY ROAD
ALL SAINTS ROAD	ST ANDREWS ROAD SOUTH
AVON STREET	DEE STREET
ST DAVID'S ROAD SOUTH	SPRINGFIELD ROAD
ST ALBANS ROAD	HOVE ROAD
ALEXANDRA ROAD	WARWICK ROAD
KENILWORTH ROAD	ALBERT ROAD
LEAMINGTON ROAD	BANBURY ROAD
BERWICK ROAD	EDWARD STREET
BRIGHTON AVENUE	TRAFALGAR STREET
HOLMEFIELD ROAD	SEFTON ROAD
CARLTON ROAD	GROVE STREET
KIRKDALE AVNEUE	CHURCH ROAD
CURZON ROAD	CLARENDON ROAD
ROSSENDALE ROAD	WYRE STREET
HOPE STREET	PARKSIDE ROAD
FAIRVIEW AVENEUE	MOORLAND ROAD
SHEPHERD ROAD	BACK NORTH CRESCENT
BACK WEST CRESCENT	DON STREET
ST GEORGE'S AVENUE	DOUGLAS STREET
TWEED STREET	ST ANNES ROAD EAST
GOYT STREET	ST PATRICKS ROAD SOUTH
THE CRESCENT (NORTH CRESCENT/WEST CRESCENT	

KILNHOUSE

The area of St Annes between the Queensway (B5261), the airport land boundary, Kilnhouse Lane and Leech Lane/Blackpool Road North and the public utility land located at the junction of Blackpool Road North and Kilnhouse Lane

LYTHAM GREEN AND TRIANGLE

That area of land commonly known as Lytham Green and Triangle situated to the south of the A584, to the west of the Government offices located on Preston Road, Lytham to extend to the mean low water mark, beyond Fairhaven Lake, Fairhaven including Lancashire Coastal Way and Inner Promenade between Ansdell Road South and Marine Drive, Fairhaven

DECISION ITEM

REPORT OF	MEETING	DATE	ITEM NO
DEPUTY CHIEF EXECUTIVE	ENVIRONMENTAL HEALTH AND HOUSING COMMITTEE	7 MARCH 2023	9
CITIZENS ADVICE FYLDE			

PUBLIC ITEM

This item is for consideration in the public part of the meeting.

SUMMARY

Members will be aware that a key partnership exists between the Council and Citizens' Advice Fylde. The Council provides funding to Citizens' Advice to support several programmes which aim to provide free, confidential and impartial advice to Fylde Borough residents. The partnership is predominantly managed through a Service Level Agreement (SLA) which is renewed every 3 years.

Fylde CAB is seeking a substantial uplift in its grant provision. In 2022/23 the level of support to Citizens Advice Fylde totalled £102,082, and this figure is built into the council's base budget.

For 2023/24 the grant to CAB will continue in line with the base budget, and it is recommended that a one-year Service Level Agreement be entered into for 2023/24. This will then provide the opportunity for a deeper consideration of the funding position of the CAB to take place, and its financing challenges, that have led to its request for an increase in grant provision.

Citizens Advice Fylde has funding within its reserves to meet any shortfall as a one-off in 2023/24 whilst this piece of analysis takes place.

RECOMMENDATIONS

- (i) That a one-year Service Level Agreement be entered into with Citizens Advice Fylde for 2023/24
- (ii) That a further report be brought back to members in due course on the findings, and recommendations, of the Use of Resources review from MIAA, the council's internal audit service on the level of funding recommended for the three-year period running from 2024/25.

SUMMARY OF PREVIOUS DECISIONS

Annual report to the committee on the work of Citizens Advice Fylde

CORPORATE PRIORITIES

Economy – To create a vibrant and healthy economy	√
Environment – To deliver services customers expect	
Efficiency – By spending money in the most efficient way	√
Tourism – To create a great place to live and visit	

REPORT

1. Members will be aware that a key partnership exists between the Council and Citizens’ Advice Fylde. The Council provides funding to Citizens’ Advice to support several programmes which aim to provide free, confidential and impartial advice to Fylde Borough residents. The partnership is predominantly managed through a Service Level Agreement (SLA) which is renewed every 3 years.
2. Fylde CAB is seeking a substantial uplift in its grant provision. In 2022/23 the level of support to Citizens Advice Fylde totalled £102,082, and this figure is built into the council’s base budget.
3. For 2023/24 the grant to CAB will continue in line with the base budget, and it is recommended that a one-year Service Level Agreement be entered into for 2023/24. This will then provide the opportunity for a deeper consideration of the funding position of the CAB to take place, and its financing challenges, that have led to its request for an increase in grant provision. Citizens Advice Fylde has funding within its reserves to meet any shortfall as a one-off in 2023/24 whilst this piece of analysis takes place. It has also agreed to work in partnership with the council to complete this work.
4. The analysis will be undertaken by MIAA, the council’s internal audit service during the first quarter of 2023/24 in order that the outcome can be considered as a part of the 2024/25 budget setting round.

IMPLICATIONS	
Finance	There are no financial implications arising directly from this report.
Legal	There are no legal implications
Community Safety	There are no community safety implications
Human Rights and Equalities	There are no human rights or equalities implications
Sustainability and Environmental Impact	There are no sustainability or environmental implications
Health & Safety and Risk Management	There are no health & safety or risk management implications

LEAD AUTHOR	CONTACT DETAILS	DATE
Tracy Manning	tracy.manning@fylde.gov.uk	February 24th ^t 2023

BACKGROUND PAPERS		
Name of document	Date	Where available for inspection
Environment, Health and Housing Committee	Various dates / most meetings	www.fylde.gov.uk

INFORMATION ITEM

REPORT OF	MEETING	DATE	ITEM NO
HEAD OF TECHNICAL SERVICES	ENVIRONMENT HOUSE AND HOUSING COMMITTEE	7 MARCH 2023	10
HYDRATION POINTS UPDATE			

PUBLIC ITEM

This item is for consideration in the public part of the meeting.

SUMMARY OF INFORMATION

The following is an update on progress to install hydration points across the Borough.

WHY IS THIS INFORMATION BEING GIVEN TO THE COMMITTEE?

To update the Committee on project progress and provide information to allow the committee to decide whether to proceed with installing further hydration points at other locations.

FURTHER INFORMATION

Contact - Andrew Loynd, Technical Support Manager, 01253 658 527

1. At the Environment, Health and Housing Committee of 29 March 2022 the Committee resolved to approve £13,500 of capital expenditure to install 6 hydration points. The total approved capital programme budget for the installation of hydration points across the Borough and renovation of historic drinking fountains is £60,000.
2. Four wall-mounted hydration points were installed between May and August 2022 at Ashton Pavilion, Monument WCs (both St Annes), Lowther Gardens WCs (Lytham) and Market Square WCs (Kirkham).
3. Two freestanding hydration points were installed during Autumn 2022 at Fairhaven Lake and on Lytham Green Promenade by Bath St Car Park. As freestanding units need to be kept drained during winter months to prevent pipes freezing and bursting these will be commissioned during March 2023.
4. A further wall-mounted hydration point was included in the construction of the North Beach WCs which has recently been opened. This unit was provided free of charge by Danfo.
5. Each hydration point has a water sub-meter attached to calculate the amount of water used at each. As of December 2022 the four wall-mounted hydration points had used the amounts of water as set out in Table 1. This shows the equivalent number of 500ml water bottles that have been refilled at each location.

Table 1. Water consumption of hydration points

Location	Date installed	Water consumption up to December 2022 (in cumecs)	Equivalent number of 500ml bottles
Ashton Pavilion	18/07/22	0.7	350
Monument	06/05/22	2.2	1,100
Lowther	20/05/22	18.5	9,250
Market Sq	01/08/22	0.3	150

6. When the water readings were taken it was noted that the Market Square meter was faulty and stuck at 0.3. This is being replaced. The Lowther reading appears to be very high. Future readings should indicate whether this is a true reflection of use or whether there are other issues that have increased this reading.
7. One of the key reasons for the hydration points to be installed was to encourage visitors to reuse water bottles and reduce the number of single use plastic bottles being discarded. This was an aim for the Plastic Free Fylde initiative which now forms part of the Council's carbon neutral ambitions. Although no definitive figure can be given as to how many single use plastic bottles were not discarded as a result of the hydration points, it is expected that their presence would have helped reduce this number.
8. Signage to help members of the public identify the hydration points is being designed which should help to increase their use. The current active hydration points are promoted through the Refill mobile app and website www.refill.org.uk which details locations of where members of the public can refill water bottles across the Country.
9. Should the committee wish to proceed with the installation of further hydration points across the Borough, potential locations where existing water supplies are located include those set out in table 2.

Table 2. Potential locations for additional hydration points

Area	Location	Wall-mounted or freestanding	Estimated cost to install
St Annes Promenade	North Promenade WCs	Wall-mounted	£1,700
	Splash Park WCs	Wall-mounted	£1,700
St Annes Square and Ashton Gardens	On corner of St Annes Road West and Clifton Drive North, by notice board	Freestanding	£4,000
	By zebra crossing outside Fresh café	Freestanding	£4,000
	By footpath outside former JR Taylors	Freestanding	£4,000
	Crescent WCs	Wall-mounted	£1,700
Fairhaven Lake	Skate park pavilion	Wall-mounted	£1,700
	Bowling Green WCs	Wall-mounted	£1,700
	Stanner Bank WCs	Wall-mounted	£1,700
Lytham	Pleasant St WCs	Wall-mounted	£1,700
	Lytham Institute	Wall-mounted	£1,700
	Memorial Gardens (no current water supply and not owned by Fylde)	Freestanding	£4,000

	Council)		
Freckleton	Freckleton WCs	Wall-mounted	£1,700

10. Estimated costs for new hydration points are based on previous units installed with a slight increase to account for inflation. This includes the cost of the units, installation, additional materials (eg water sub meters and piping), signage and, for free standing units, potential additional drainage/soakaways.

INFORMATION ITEM

REPORT OF	MEETING	DATE	ITEM NO
DEPUTY CHIEF EXECUTIVE	ENVIRONMENT HEALTH & HOUSING COMMITTEE	7 MAR 2023	11

ADULT WEIGHT MANAGEMENT FUNDING

PUBLIC ITEM

This item is for consideration in the public part of the meeting.

SUMMARY OF INFORMATION

Fylde Council has been further allocated £42,636.00 for a tier 2 adult weight management programme as part of the government funding for the adult healthier weight programme. This is a 1-year extension of the funding to expand existing weight management services and commission new services.

In November 2020 Environment, Health and Housing Committee considered the allocation of Lancashire County Council to take part in the delivery of a pan-Lancashire Health and Weight Management programme. Fylde's allocation of the funding would be used to commission new services to deliver this initiative and provide a comprehensive community focussed health and weight management programme for adults within the Borough.

LINK TO INFORMATION

Adult weight management services grant: supporting local authorities -

<https://www.gov.uk/government/publications/adult-weight-management-services-grant-supporting-local-authorities>

Adult weight management services grant determination - <https://www.gov.uk/government/publications/adult-weight-management-services-grant-determination-2021-to-2022>

Fylde Council Weight Management Programme Referral Form -

https://forms.office.com/Pages/ResponsePage.aspx?id=5QJ9_HG9WU6G9o11mEvkqV9UEI_KgnVCoUz00EN-W9tUMFFVFRONk9ITzdYUkc1OVQySFZCWUE4QS4u

WHY IS THIS INFORMATION BEING GIVEN TO THE COMMITTEE?

Update on the arrangements of the adult weight management programme in Fylde following extension of the funding to expand existing services and commission new services.

FURTHER INFORMATION

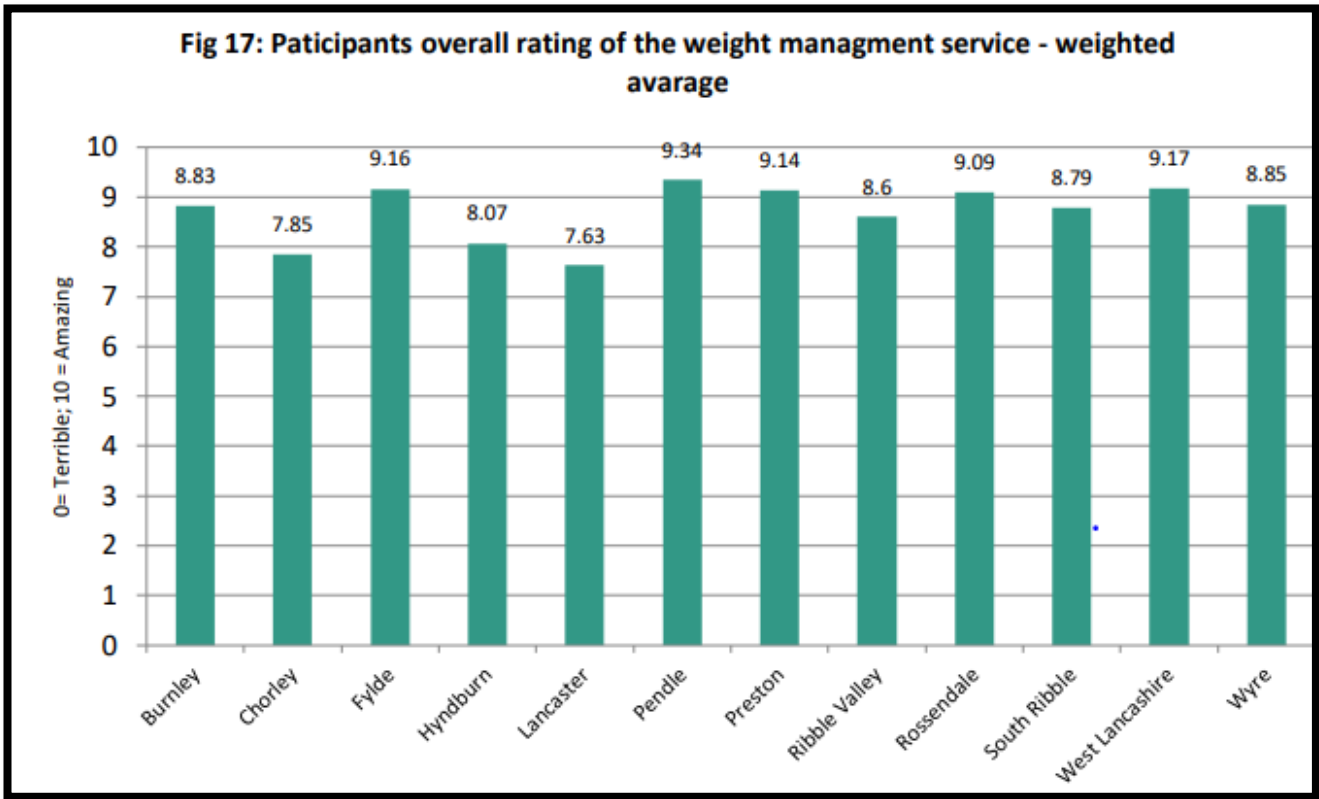
Alex Scrivens, Corporate Performance & Engagement Manager, alex.scrivens@fylde.gov.uk, 01253 658543

Ian Brookes, Sports & Health Development Officer, ian.brookes@fylde.gov.uk, 01253 658461

REPORT

1. The government announced support for people living with excess weight and obesity to lose weight and maintain healthier lifestyles. The Adult Weight Management Services Grant distributes over £30 million of funding between all local authorities in England who accepted the grant, to support the expansion of adult tier 2 behavioural weight management services commissioned by local authorities. This is part of a place-based, whole-systems approach to tackling obesity and promoting a healthier weight.
2. The Active Lives Survey (2021/22) 62% of adults are living with overweight or obese in England, of which 25% are living with obesity. Obesity is a serious health concern that increases the risk of many other health conditions, including Type 2 Diabetes, cardiovascular disease, joint problems, mental health problems and some cancers (PHE, 2020). During the COVID pandemic, there has been widespread evidence of the link between body weight and COVID severity. Obese people are more likely to become seriously ill and be admitted to intensive care compared to those with a healthy BMI (British Medical Journal, 2020). This has been recognised, leading to these grant allocations to local authorities in England, weighted by population size, deprivation and obesity prevalence.
3. Local authorities are required to use the funding to commission new or expand existing, adult tier 2 behavioural weight management services (expansion of existing services may be achieved through the use of current or different providers – this is to be determined locally).
4. Fylde Council has been provided with external funding of £42,636.00 to provide a 1-year extension of the current Weight Management Programme. The additional resource will enable the council to further facilitate the programme. The purpose is;
 - *To provide a lifestyle multi-component weight management service that supports obese adults to lose weight and increase knowledge and skills to maintain a healthier weight.*
 - *To provide one-to-one weight management sessions followed by group weight management sessions, plus signposting to physical activity opportunities.*
5. In Fylde, we set up a weight management programme called CHANGE (Creating Healthy Activities and Nutritious Gains to Empower change) programme is a weight management programme that has been designed to help people make lifestyle changes to improve their health. It is specifically for residents of Fylde who have a BMI between 30 and 39.9. This programme is to help people manage their weight in a healthy and long-lasting way. There are 8 weekly group sessions and 1:1 support on offer. Within the 8-week programme, various topics will be covered, from how to read a food label to coping with food cravings. This programme has helped people to make small changes to their lifestyle which will make a big change to their health.
6. Fylde received 139 registrations from April 2021 – May 2022. 79% of participants had taken part in a commercial weight loss programme prior to attending the council programme.
 - 21% of participants were female and 79% were male, similar to the Lancashire figures.
 - 24% of Fylde participants were over 65 and only 1% were below 35 years
7. Fylde had the 3rd highest average weight loss across all 12 districts
8. The main strengths of the programme stated by clients include:
 - *Delivery of service in local venues*
 - *Links to locals sessions*
 - *Very approachable and knowledgeable service*

9. Participants were asked to give an overall rating of the weight management programme from the point of hearing about it, through to the completion of the 12 weeks (0=Terrible; 10= Amazing). Across the county, the weighted average rating was 8.8. When results were filtered to a district level overall ratings ranged from 7.63 to 9.34 which is very positive feedback across all districts.
10. The below graph shows the results in Fylde benchmarked across the rest of the Lancashire Districts;



11. Permission was sought to extend spend into the next financial year with the Deputy Chief Executive in consultation with the Chairman of the Finance and Democracy Committee agreeing to a fully funded budget increase prior to this meeting in order to meet the conditions of the grant offer. The grant will be continued to be spent on multi-component adult tier 2 behavioural weight management services, which address dietary intake, physical activity, and behaviour change. We will continue to review a monthly dataset and limited service providers operating for us who can fulfil the grant conditions and deliver at the pace required.
12. For the grant payments to take place for the new financial year by Lancashire County Council, the formal Grant Agreement 2023/24 requirement must be signed and returned by 3rd March 2023. With Fylde only receiving this request on the 10th of February, therefore a Funding Budget Increase has been requested for approval by Deputy Chief Executive Tracy Manning, Paul O’Donoghue Chief Financial Officer and the Leader of the Council Cllr Karen Buckley.
13. The allocation of funding across the organisations enables a joined-up approach to develop a flexible adult weight management programme. The proposal is in line with the grant criteria and evidence-based utilising local knowledge and expertise to shape the offer.

DATED

ADULT WEIGHT MANAGEMENT PROGRAMME 2023

GRANT AGREEMENT

between

LANCASHIRE COUNTY COUNCIL

and

FYLDE BOROUGH COUNCIL

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THIS AGREEMENT is dated

PARTIES

- (1) **LANCASHIRE COUNTY COUNCIL**, whose principal address is at P0 Box 78, County Hall, Preston, Lancashire, PR1 8XJ (**Authority**).
- (2) **FYLDE BOROUGH COUNCIL**, whose principal address is at The Town Hall, St Annes Road West, Lytham St Annes, FY8 1LW (**Recipient**).

BACKGROUND

- (A) The Authority has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Authority to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

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

Authorised Representative: means any person or company contracted by the Authority to monitor the use of the grant and outcomes on behalf of the Authority under any services contract or otherwise, the first such authorised representative being Active Lancashire Limited, and the Authority will notify the Recipient of any change in authorised representative.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: 1st April 2023

Data Protection Legislation: the Data Protection Act 2018 ("**DPA**") and the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) ("**UK GDPR**").

FOI Legislation: means the Freedom of Information Act 2000 ("**FOIA**") and subordinate legislation made under this and the Environmental Information Regulations 2004 (each as amended or replaced from time to time), or any other information access information regimes as may be applicable to the parties from time to time;

Grant: the sum of £42,636 to be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31st March 2024.

Information Request: a request for information or an apparent request under FOI Legislation.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Personal Data: means personal data (as defined in the DPA) which is processed by the Recipient or any of its staff on behalf of the Authority pursuant to or in connection with this Agreement

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any officer of the Authority any gift or consideration of any kind as an inducement or reward for:
 - (a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Authority; or
 - (b) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Authority;
- (b) entering into this Agreement or any other contract with the Authority where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority;
- (c) committing any offence:
 - (a) under the Bribery Act;
 - (b) under legislation creating offences in respect of fraudulent acts; or
 - (c) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Authority; or
- (d) defrauding or attempting to defraud (d) or conspiring to defraud the Authority.

Project: the project described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Authority for the purposes of this Agreement.

Recipient Manager: the individual who has been nominated to represent the Recipient for the purposes of this Agreement

Subsidy Control: means all subsidy control rules applying from time to time in the UK which shall particularly include (but without limit):

a) the subsidy control rules as applies in the United Kingdom from the 1st January 2021 pursuant to, derived from, the UK-EU Withdrawal Agreement, the UK-EU Trade and Co-operation Agreement, the WTO Rules, UK FTA's and the Northern Ireland Protocol;

b) the Subsidy Control Act 2022.

Trade and Co-operation Agreement: means the Trade and Co-operation Agreement concluded by the UK and EU 2020

UK-FTA's: means any and all free trade agreements entered into, or to be entered into in the future, by the United Kingdom with sovereign nations, trading blocs, or other international entities

Withdrawal Agreement: means the withdrawal agreement entered into by the United Kingdom and the European Union 2019

WTO Rules: means the World Trade Organisation rules including but not limited to the Agreement on Subsidies and Countermeasures, the Agreement on Trade Related Investment Measures, the General Agreement on Trade in Services and the Agreement on Agriculture

2. PURPOSE OF GRANT

2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Authority.

2.2 The Recipient shall not make any significant change to the Project without the Authority's prior written agreement.

2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Authority in advance of its intention to do so and, where such funding is obtained, it will provide the Authority with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Authority is funding under this Agreement.

3. PAYMENT OF GRANT

3.1 Subject to clause 12, the Authority shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Authority has available funds.

- 3.2 No Grant shall be paid unless and until the Authority is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Recipient shall promptly repay to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with Schedule 1. The Recipient shall itemise expenditure using the attachment in Schedule 3 and provide such updated information as the Authority may reasonably request.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 3 together with a clear description of what that funding shall be used for.
- 4.3 The Recipient shall not use the Grant to pay for any expenditure commitments of the Recipient entered into before the Commencement Date unless this has been approved in writing by the Authority.
- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.5 Unless otherwise agreed in writing by the Authority, should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Authority.
- 4.6 Any liabilities arising at the end of the Project must be managed and paid for by the Recipient from other resources of the Recipient. There will be no additional funding available from the Authority for this purpose.
- 4.7 The Recipient agrees to cooperate and act in good faith in the receipt and use of this Grant.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the Project and the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Authority shall have the right to review the Recipient's accounts and records and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall provide the Authority with a copy of its annual accounts within six months (or such lesser period as the Authority may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 The Recipient shall comply and facilitate the Authority's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Authority.

6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement and the agreements between the Recipient and the Partner Organisations are being adhered to.
- 6.2 The Recipient shall provide the Authority or its Authorised Representative with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as the Authority or its Authorised Representative may reasonably require. The Recipient shall provide the Authority or its Authorised Representative with each report within three months of the last day of the quarter to which it relates.
- 6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4 The Recipient shall on request provide the Authority or its Authorised Representative with such further information, explanations and documents as the Authority or its

Authorised Representative may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

- 6.5 The Recipient shall permit any person authorised by the Authority or its Authorised Representative such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.6 The Recipient shall permit any person authorised by the Authority or its Authorised Representative for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Authority or its Authorised Representative considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.7 The Recipient shall provide the Authority or its Authorised Representative with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Authority as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Authority without the prior written agreement of the Authority. The Recipient shall acknowledge the support of the Authority in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 7.3 In using the Authority's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Authority from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Authority.
- 7.5 The Authority may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.6 The Recipient shall comply with all reasonable requests from the Authority or its Authorised Representative to facilitate visits, provide reports, statistics, photographs

and case studies that will assist the Authority in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Authority and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Authority or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

8.2 Where the Authority has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Authority.

9. CONFIDENTIALITY

9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

10.1 The parties acknowledge that each party is a public authority as defined by FOI Legislation and that information relating to this Agreement may be the subject of an Information Request which shall be considered in accordance with this Clause 10.

10.2 The parties shall assist each other in complying with their obligations under FOI Legislation, as they relate to Information Requests made in relation to this Agreement, including but not limited to assistance, without charge, in gathering information to respond to an Information Request relating to this Agreement. For the avoidance of doubt, nothing in this Clause 10, shall require a party to provide information, if the relevant information has not been held on behalf of the party that received the Information Request.

10.3 Where a party receives an Information Request in relation to this Agreement ("**Receiving Party**") and the other party holds information or records on behalf of the Receiving Party, upon request, such other party agrees to provide the Receiving Party with a copy of all such information related to the Information Request, in the form that the Receiving Party reasonably requires within five working days (or such other period as the Receiving Party may reasonably specify) of the Receiving Party's request.

10.4 Each party as a separate public authority shall in its absolute and sole discretion decide:

- (a) whether the Information Request is valid under the FOI Legislation, as well as all other considerations relevant in the assessment of an Information Request under the FOI Legislation, such as any considerations (as may be applicable) regarding the cost of complying with a request or any charges for responding to a request, whether the request is repeated, vexatious or manifestly unreasonable and any other relevant considerations;
- (b) whether the information requested is relevant to the Agreement;
- (c) whether the information is exempt from disclosure in accordance with the provisions of the FOI Legislation;
- (d) where appropriate, whether or not in all circumstances of the case the public interest in maintaining any exemption outweighs the public interest in disclosing the requested information; and
- (e) whether the information requested in the Information Request is to be disclosed or not.

10.5 The parties acknowledge that the Receiving Party may, acting in accordance with the Cabinet Office Freedom of Information Code of Practice (issued under section 45 of the FOIA, July 2018), be obliged under the FOI Legislation to disclose information:

- (a) without consulting with the other party; or

- (b) following consultation with the other party and having taken its views into account,

provided always that where clause 10.5(b) applies the Receiving Party shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the other party advanced notice, or failing that, to draw the disclosure to the other party's attention after any such disclosure.

- 10.6 The Receiving Party shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the other party to inspect such records as requested from time to time.

11. DATA PROTECTION

The Recipient shall, and shall procure that any of its staff involved in connection with the activities under this Agreement shall, comply with the provisions and obligations imposed by the Data Protection Legislation in relation to the storing and processing of Personal Data and all Personal Data acquired by either party from the other shall be returned to the disclosing party on request. Both parties agree to indemnify each other in respect of any unauthorised disclosure or processing of Personal Data or breach of Data Protection Legislation which arise in connection with the Agreement.

12. WITHHOLDING, SUSPENDING, REPAYMENT AND TERMINATION OF GRANT

- 12.1 The Authority's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Authority's other rights and remedies, the Authority may at its discretion by notice to the Recipient withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant and/or terminate this Grant Agreement in whole or in part with immediate effect if:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Authority with a reasonable explanation for the delay;
- (c) the Authority considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (d) the Recipient is, in the reasonable opinion of the Authority, delivering the Project in a negligent manner;
- (e) the Recipient obtains duplicate funding from a third party for the Project;
- (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Authority, undertakes activities that are likely to bring the reputation of the Project or the Authority into disrepute;

- (g) the Recipient provides the Authority or its Authorised Representative with any materially misleading or inaccurate information;
- (h) the Recipient commits or committed a Prohibited Act;
- (i) Recipient or any person associated with it has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Authority, bring or are likely to bring the Authority's name or reputation into disrepute;
- (j) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (k) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- (l) there is a breach at any time of any of the Warranties and Undertakings set out in Clause 16; or
- (m) the Recipient otherwise fails to comply with any of the terms and conditions set out in this Agreement and (where in the opinion of the Authority the breach is capable of being rectified) fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

12.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Authority in respect of any breach of the Agreement), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement.

12.3 The Recipient shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

12.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Authority as soon as possible so that, if possible, and without creating any legal obligation, the Authority will have an opportunity to provide assistance in resolving the problem or to take action to protect the Authority and the Grant monies.

13. ANTI-DISCRIMINATION

- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all officers, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 15.1 The Authority accepts no liability whether in contract or tort for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Authority, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 15.1, the Authority's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES AND UNDERTAKINGS

The Recipient warrants, undertakes and agrees as a continuing obligation during the course of this Agreement that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;

- (c) it shall at all times comply with all relevant legislation (including laws relating to Subsidy Control and public procurement) and all applicable codes of practice and other similar codes or recommendations, and shall notify the Authority immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Authority or its Authorised Representative is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Authority or any of the Authority's advisers, which might reasonably have influenced the decision of the Authority to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

17.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Authority or its Authorised Representative a copy of such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. SUB- CONTRACTING AND ASSIGNMENT

19.1 The Recipient may not, without the prior written consent of the Authority, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

19.2 In the event that the Recipient enters into any Sub-Contract in connection with this agreement it shall:

- (a) remain responsible to the Funder for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
- (b) ensure procurement and contracting will be carried out in accordance with the internal governance procedures of the Recipient and shall comply with the Public Procurement Contracts Regulations 2015 or other EU Directives and case law;
- (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and
- (c) provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.

20. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

21. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed (second class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the third working day following such mailing.

22. DISPUTE RESOLUTION

22.1 In the event of any complaint or dispute (which does not relate to the Authority's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager and the Recipient Manager from time to time.

22.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred as in clause 22.1 either party may refer the matter to the respective Chief Executives of the parties with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Authority and the Recipient.

22.3 In the absence of agreement under clause 22.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

23. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Authority or its Authorised Representative and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

24. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

26. MANAGERS

The parties will ensure that the Project Manager and the Recipient Manager have decision-making authority to act, or make decisions, on their respective behalfs and shall be the primary contact points between the respective organisations for the purposes of this Agreement.

27. VAT

The payment of the Grant by the Authority under this Agreement is believed to be outside the scope of Value Added Tax but if any Value Added Tax shall become chargeable all payments comprising the Grant shall be deemed to be inclusive of all Value Added Tax and the Authority shall not be obliged to pay any Value Added Tax over and above the Grant.

28. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

29. ELECTRONIC SIGNATURE

Each party agrees to sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of each party's intention to be bound by this Agreement as if signed by each party's manuscript signature

This Agreement has been entered into on the date stated at the beginning of it.

Signed by CLARE PLATT for and on behalf)
of **LANCASHIRE COUNTY COUNCIL**)
)
)

Head of Service, Health Equity, Welfare and Partnerships

Signed by Alex Scrivens for and on behalf of)
Fylde Council)
)
)

Corporate Performance & Engagement Manager

Schedule 1 The Project

Tier 2 Adult Weight Management Service Specification

1. Introduction

In March 2021 the government announced a commitment to support people living with obesity to lose weight. The aim, as part of a place based whole systems approach to obesity and promoting healthier weight, is to enable adults to have access to services and support to help them to lose weight and maintain a healthier weight.

Obesity is a complex problem, and no one is 'immune' to obesity, but some people are more likely to become overweight or obese than others. There is a strong relationship between deprivation and obesity with income, social deprivation and ethnicity impacting on the likelihood of becoming obese.

The PHE 2018 Health Survey identified that women and men living in the most deprived areas are more likely to be obese than those living in the least deprived areas with an obesity prevalence level of 37% of women and 35% of men in the most deprived areas.

The PHE Eatwell Guide provides a compelling evidence base for eating a healthy diet, and ignoring this advice increases the chances of becoming obese. Many people still find it difficult to eat healthily. This is primarily because we are living in an environment where less than healthier choices are the default, which encourage excess weight gain and obesity.

Achieving and maintaining calorie balance is a consequence of individual decisions about diet and activity, our environment, and particularly the availability of calorie-rich food, now makes it much harder for individuals to maintain healthier lifestyles.

We are seeking to provide an accessible multi-component tier 2 adult weight management service, which supports obese and overweight adults to lose weight and improves knowledge and skills in maintaining healthy weight, as part of wider programmes which promote healthy weight and physical activity in localities. This will form an integral part of the NHS Health Checks care pathway and wider obesity pathways. The service will be for an initial term of 1 year commencing 1 April 2023.

1.1 National/local context and evidence base.

Overweight and obesity presents a major challenge to the current and future health of the local population. Higher Body Mass Index (BMI) is associated with an increased risk of morbidity and mortality from a range of conditions including hypertension, heart disease, stroke, type 2 diabetes, and several cancers. It also contributes to increased social care costs. An estimated 58% of adults in Fylde residing the areas of deprivation (quintiles 1 to 3) are obese or overweight, equivalent to over 25,350 people and rising. More information on local trends and prevalence can be found in the Lancashire Insight pages lancashire.gov.uk/lancashire-insight/health-and-care/health/lifestyle/healthy-weight/

1.2 Population needs

The prevalence of overweight and obesity across Lancashire are considerably worse than the English average especially in the areas of highest deprivation. We are seeking to halt the continued rise in unhealthy weight prevalence in adults, with a view to reversing that trend. We will draw on the data gathered through the Public Health Outcomes Framework to evidence the changing trend.

1.3 Overview of local obesity services and the obesity care pathway.

Adopting a system-wide approach to provide weight management support and linking with wider programmes which promote physical activity in localities according to local need and existing community provision to reduce obesity and inequalities to improve health outcomes are key success factors for this programme. The service should signpost and connect people with activities available locally, including leisure service provision, any community football trust offer, walking, cycling, and running groups etc.

Providers are required to develop referral pathways for post NHS Health Check support. Providers should continue to build and develop strong partnerships and relationships across the district, engaging with PCN Leaders, Primary Care (GPs), Hospitals, Social Prescribers, local Pharmacies, Social Care settings and third sector VCFS organisations. Information should be added to provider websites and social media platforms advertising and promoting service provision.

To meet the local needs of the community, providers are encouraged to be proactive in their approach and develop asset maps to inform their partnership approach to referrals. The asset map should identify eligible individuals and services to establish relationships, referral pathways, and wider system partners including healthy pharmacy schemes. Asset maps should be further supported by demographic mapping, identifying areas of high social deprivation where obesity rates are highest and targeting provision in these areas.

Relationships and information should be centred around available provision to individuals identified from the NHS Health Check referral route. Consideration should be given to working with existing networks to provide a wraparound support service that will reflect the additional needs that any individuals may have. Initial assessments should be processed within a reasonable timeframe from the initial NHS Health Check referral. Providers should work with existing tier 1 and tier 3 services to provide a transitional pathway in and out of the public health tiered services.

Through high quality referrals from the NHS Health Check and high service uptake, this coordinated and personalised approach to halt the continued rise in unhealthy weight prevalence in adults will provide the best support and outcomes for individuals across Lancashire.

2. Scope of the service

2.1 Aims of the service

To deliver an easily accessible evidence based, tier 2 adult weight management service for adults aged over 18 years of age, which will support people with a BMI >30 to 45 to lose weight, maintain that weight loss, and improve knowledge and skills to maintain a healthier weight. A lower entry level BMI of 25 can be considered for South Asian Heritage population, and those with disabilities.

2.2 Objectives of the service

To provide a multi-component tier 2 adult weight management service that supports and motivates obese and overweight adults to lose weight and increase knowledge and skills to maintain a healthier weight.

Guidance from the Government and National Institute of Health and Clinical Excellence (NICE) states that commissioned weight management services should be multi-component and include diet, physical activity, and behaviour change components. Physical activity services alone are not considered to be weight management services.

The service will focus on the benefits of physical activity as part of a healthy lifestyle, particularly embedding physical activity into daily life. The weight management services

provided will support sustainable behaviour change to improve diet and get participants more physically active.

To understand the impact of this investment, all providers must collect data on all participants and their progress using the Community Services Data Set and return data to the Office for Health Improvement and Disparities (OHID). This is a condition of the grant.

2.2.1 Key process objectives

- a) To implement an easily accessible tier 2 adult weight management service for obese and overweight adults aged 18 and over within the district, forming an integral part of the weight management care pathway.
- b) To target access to the service in line with existing prevalence levels in the district.
- c) To monitor and evaluate the delivery of the service to the stated objectives.

2.3 Any inclusion/exclusion criteria and thresholds

This tier 2 service will sit within the existing care pathway and link to tier 1 interventions aimed to prevent unhealthy weight and tier 3 interventions to support those with greater clinical needs.

Individuals eligible to access this service must be aged 18 years and over and have a BMI equal to or greater than 30 with a maximum of 45.

Individuals meeting the following criteria should not be supported through this service:

- Women who are pregnant or breastfeeding.
- Those with a diagnosed eating disorder.
- Those with an underlying medical cause for obesity, significant co-morbidity or complex needs as identified by their GP or other healthcare professionals.

2.4 Referral route

The service provider will:

- Accept self-referred individuals complying with the inclusion / exclusion criteria.
- Accept referrals from providers of NHS Health Checks, where the referred person complies with inclusion criteria and has been identified as eligible after an NHS Health Check.
- Support individuals who are not eligible for the service on to other relevant services or support opportunities e.g. GP referral programmes, tier 3 specialist multidisciplinary services or community provision.

2.5 Applicable service standards

The service should comply with all relevant standards including the following:

- The relevant aspects of National Institute for Health and Care Excellence (2014) Clinical Guideline 189: Obesity: identification, assessment, and management (Updated 2022).
- Local and national safeguarding requirements and statutory requirements.
- Delivery staff should be appropriately trained and competent in delivery of the proposed services.
- Delivery staff not holding these qualifications may be used, provided they are directly supervised by someone who holds one of the appropriate qualifications.
- Data protection and information governance, and compliance with UK General Data Protection Regulation (UK GDPR).
- Ability to develop service standards which address demand management, prioritised according to the health needs of individuals.

2.6 Service delivery

Structure of the programme should be flexible to meet local need and may be delivered over a period of up to 26 weeks.

The provider of the Service will offer clients weekly weigh-ins, structured nutritional education, and advice, and include a facilitated physical activity offer within sessions.

The service should be safe, appropriate and comply with legislative requirements.

The services should be available district wide, accessible during the day and evening (and weekends where possible).

3. Finance and Monitoring

3.1 Finance

The budget available for the delivery of this service is £42,636 per year for 1 year. Payments will be made quarterly in advance.

3.2 Cost to recipients of the service (income generated)

The service provider may, at their own discretion, charge a nominal sum for the service. This sum should not be a barrier to access and participation. Funds generated in this respect should either be reinvested to increase service delivery or used to subsidise a signposted service such as exercise referral.

3.3 Service, monitoring, and evaluation

Data will be collected locally to facilitate a robust process and impact evaluation of the service. This localised data collection will meet national standards, to ensure that weight management service data is collected consistently between services and aligns with other health and care datasets. Separate guidance on the data required to facilitate a comprehensive local level evaluation will be provided in an updated version of the standard evaluation framework and supporting data collection tool.

The service provider will be required to attend quarterly performance monitoring meetings with the Authorised Representative (Active Lancashire) and to produce quarterly update reports, including information on:

- Performance against Key Performance Indicators specified below.
- Programme expenditure and income.
- Relevant measures identified within the OHID Community Services Data Set.

Obesity care pathway

As part of the overall Weight Management Care Pathway, this tier 2 adult weight management service is to be a direct pathway from the NHS Health Checks service. It is anticipated that the NHS Health Check will provide a significant number of referrals into this programme. The service must be responsive to referrals from any authorised provider of NHS Health Checks commissioned directly or indirectly by Lancashire County Council such as GP Surgeries, Primary Care Networks, pharmacies, and commissioned community / workplace providers.

Key Performance Indicators

1. 100% of participants will have their weight measured and recorded at the intervals identified in the Community Services Data Set and national technical guidance.
2. 100% of participant weight management data is recorded and reported anonymously, respecting UK GDPR guidelines.
3. Feedback:
 - a. 100% of enrolled participants are invited to provide feedback at the end of the active intervention.
 - b. At least 60% of enrolled participants provide feedback. The collection of feedback (including from participants who did not attend sessions or withdrew early) to be shared in quarterly performance monitoring meetings with Active Lancashire.

4. All providers to design and produce a marketing engagement plan to identify gaps in audience and geographical reach. The engagement plan is to be regularly updated and shared in quarterly contract monitoring meetings with Active Lancashire.
5. All providers to produce a detailed quarterly programme expenditure and income profile to be shared with Active Lancashire at the quarterly contract monitoring meeting. The profile must detail all eligible programme expenditure (fixed and variable costs) and include an expenditure forecast (including any projected underspend) for all remaining quarters of the project.

All Key Performance Indicators will be monitored and reviewed at the quarterly contract meetings with Active Lancashire. Where any of the specified key performance indicators are not met, future payment(s) may be withheld or suspended under clauses 12.1(c) or 12.1(d) should they apply until the commissioners are satisfied, and have been provided with sufficient evidence, that remedial action has successfully been implemented to achieve the performance milestones detailed above.

Schedule 2 Payment Schedule

Amount of Grant Payable	Date of Payment
£10,659	1 April 2023
£10,659	1 July 2023
£10,659	1 October 2023
£10,659	1 January 2024

Schedule 3 Breakdown of Grant



Schedule
3_Expenditure Templa

REVENUE FUNDED BUDGET INCREASE: (UP TO £50k)
Notes for completion of this form:

Please print-off and complete all shaded areas of the form and return it to your Finance Team contact
 An example of a correctly completed form is attached on the next sheet as a guide
 Use this form for Revenue Funded Budget Increase requests of up to £50k
 In accordance with Financial Procedure Rules Revenue Funded Budget Increase requests of up to £50k can be authorised by the Chief Financial Officer following consultation with the chair of the Finance and Democracy Committee.
 In accordance with Financial Procedure Rules Revenue Funded Budget Increase requests in excess of £50k require Programme Committee / Council approval.

Description	Cost Centre eg 2200	Detail Code eg 13000	Amount (nearest £1000)				
			2023/24	2024/25	2025/26	2026/27	2027/28
Expenditure							
Weight Management Activities	3060	42509	42,636				
		Expenditure Total	42,636	0	0	0	0
Funding							
LCC - Weight Management	3060	91076	-42,636				
		Funding Total	-42,636	0	0	0	0
		Net Cost to FBC (should be nil)	0	0	0	0	0

Background Information - please supply full details

The requirement for the Adult Weight Management grant funding is to return the 'Fylde AWM Grant Agreement 2023/24' signed by the 3rd of March 2023. Fylde only received notice of this on the 10th February. This due date provided by LCC has not fallen in line with the Fylde committees reporting for decision making. The concerns are that this will affect the programme if paperwork is not completed in time. The programme is performing extremely well and the benefits are being realised with Fylde providing a lifestyle multi-component weight management service that supports obese adults to lose weight and increase knowledge/skills to maintain a healthier weight. Therefore requesting through this procedure, with documentation still going to the relevant committees, outlining this process and action taken to meet the funding requirements for the new financial year.

Funding Confirmed? (y / n) (where externally funded, forward copy of bid/offer letter/terms & conditions as app.)

Completed by <u>A.Scrivens</u> Date <u>21/02/2023</u> Contact Telephone Number <u>X8543</u> Chief (Deputy) Executive Officer Ratification <u>Tracy Manning</u> Chief Financial Officer _____ Chair of Finance & Democracy Consultation / Authorisation <u>Karen Buckley</u>	Finance Use Only Reference _____ s151 Officer Authorisation _____ Date _____ Date CIVICA Amended _____ Actioned by _____ Details confirmed as correct to input by: Initial D Appleton <input type="text"/> N Mc Lellan <input type="text" value="NMCL"/> J McCaffery <input type="text"/> 63 of 63
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