

BACKGROUND

Environment Overview Committee



Dorset County Council



Date of Meeting	19 January 2015
Officer	Peter Moore – Head of Environment
Subject of Report	Heritage Partnership Agreement for Dorset Bridges
Executive Summary	Dorset County Council, together with English Heritage, Bournemouth Borough Council and the Borough of Poole, has developed a Heritage Partnership Agreement to establish a management framework for the repair, maintenance and alteration of all bridges (or parts of bridges) which are classed as heritage assets. This will ensure the preservation of their historic interest whilst reducing cost and potential delay associated with the current consenting process, by agreeing in advance a range of detailed specifications set within a formal agreement (which will negate the need for individual consents to be secured for certain categories of bridge). This innovative approach is being promoted by English Heritage as a national first and puts Dorset at the forefront of a new and more efficient approach to heritage conservation.
Impact Assessment:	Equalities Impact Assessment: no impacts identified in screening (screening report attached at Appendix 1).
	Use of Evidence: Development of the Agreement has been informed by consultation with English Heritage, other local authorities, and heritage interest groups. The Agreement has been developed with reference to the Dorset Historic Environment Record, which provides a comprehensive evidence base about Dorset’s heritage assets. The appendices created to support the Agreement in themselves represent a substantial body of evidence which had never previously been compiled in one place, thus contributing to our evidence base about heritage assets.

	<p>Budget: Adoption of the Agreement will reduce costs to both consenting and operating authorities by simplifying the consenting process associated with works on heritage assets.</p> <p>Risk Assessment: Having considered the risks associated with this decision using the County Council’s approved risk management methodology, the level of risk has been identified as:</p> <p>Current Risk: MEDIUM Residual Risk LOW</p> <p>Other Implications: Sustainability: heritage protection is an important aspect of sustainable development and the Agreement contributes positively to this aim by ensuring more effective and efficient heritage protection.</p> <p>Property and Assets: Heritage assets covered by the Agreement are owned by the County Council and must be appropriately maintained to ensure effective operation of the highway network, as well as for their heritage interest. The Agreement contributes positively to both aims by reducing cost/risk associated with the consent process.</p>
<p>Recommendation</p>	<p>That the Environment Overview Committee recommends to the Cabinet approval of the Heritage Partnership Agreement subject to any further detailed revisions being approved by the Head of Environment in consultation with the Portfolio Holder for Environment & the Economy.</p>
<p>Reason for Recommendation</p>	<p>To ensure the effective and efficient maintenance of historic bridges in Dorset as an important part of our highway infrastructure and heritage, and to deliver corporate plan commitments to:</p> <ul style="list-style-type: none"> • Ensure the good management of our historic assets and heritage • Provide efficient, customer-focussed regulatory services • Manage and maintain the highway infrastructure
<p>Appendices</p>	<p>Appendix 1: Equalities Impact Assessment Screening Report Appendix 2: Draft Heritage Partnership Agreement (‘plain English’ version)</p>
<p>Background Papers</p>	<p>Technical appendices to Draft Heritage Partnership Agreement</p>
<p>Report Originator and Contact</p>	<p>Name: Dr Phil Sterling Tel: 01305 224290 Email: p.sterling@dorsetcc.gov.uk</p>

1. **Background**

- 1.1 Dorset has a large number of highway bridges which are recognised as ‘heritage assets’ – i.e. they have a historic significance as well as performing a functional role as part of the highway network. Currently, when maintenance or repair works are required on these bridges, subject to their specific status as heritage assets, one of a number of consent procedures may apply. An appropriate regime of maintenance is required in the case of each bridge not just to maintain its historic interest, but to ensure that it can continue to perform its primary function as highway infrastructure. To give an example, application of inappropriate repairs can lead to damage to the fabric of an historic bridge, which could lead to a need for more significant remedial action in future, with additional cost to the County Council as highways authority and delay for road users.

2. **Purpose of the Agreement**

- 2.1 The purpose of the proposed Heritage Partnership Agreement (HPA) is to establish a management framework for the maintenance, repair and alteration of all bridges or parts of bridges which are heritage assets that allows the owners, Dorset County Council, (plus Bournemouth Borough Council and the Borough of Poole) to undertake a range of works agreed by all parties involved in the statutory process. This will ensure the continued preservation of their special archaeological, architectural and historic interest.
- 2.2 In practice, this means a range of operations undertaken to such assets which, under the current system, would require formal consent, will be approved in advance through a range of detailed specifications set within a formal agreement, thus negating the need for individual consents to be sought. This will lead to speedier and more cost effective action after, for example, road traffic accidents and emergencies and should allow long term repair strategies to be more securely planned and budgeted for with reduced risk associated with the consenting process.

3. **Form of the Agreement**

- 3.1 A ‘plain English’ version of the proposed HPA has been prepared and is appended to this report (Appendix 2). A formal legal agreement will be prepared based on this if this proposal is agreed by this Committee and by the Cabinet. The initial text sets out the parties to, and the terms of, the HPA and how it is to be applied. The main parties to the HPA are English Heritage (the Government’s the statutory adviser on heritage protection), Dorset County Council, Bournemouth Borough Council and Borough of Poole (as the highway authorities for the area covered). However, Dorset’s six District/Borough Councils are also being invited to be parties to the HPA where there is a need to agree specific issues on site as detailed by the Agreement. In determining any action the HPA adopts the “traffic light” system to set out the levels of work and the nature of the consent required for that work.

3.2 The 'traffic light' system that has been used to categorise bridges can be summarised as follows:

- Red category: works that will continue to require statutory consent (i.e. negotiation with regulators and written applications) and which may require archaeological assessment, evaluation or recording. Separate written consent is required and therefore these works do not form part of the HPA. This will apply to the most significant heritage assets which enjoy the highest levels of statutory protection.
- Amber category: notifiable works that require written notification to the regulator/s and which may require archaeological assessment, evaluation or recording. These works form part of the HPA.
- Green category: permitted (i.e. pre-agreed) works that do not require separate scheduled monument, listed building or conservation area consent and which probably do not require archaeological assessment, evaluation or recording. These works form part of the HPA.

Having identified which structures are covered by the HPA, the Agreement then:

- Sets out broad conservation principles to be applied
- Includes standard forms for authorisation of works
- Specifies 'decision trees' to clarify where consent is and is not needed
- Sets out generic specifications for works requiring consent
- Identifies the levels of recording required for different types of works
- Contains inventories of signs (transportation plates, date stones etc) and other historically significant features
- Identifies significance levels of different heritage assets

4. The legal background/authority for the action proposed

4.1 The HPA is proposed under sections 26A and 26B of the Planning (Listed Buildings and Conservation Areas) Act 1990 and s17 of the Ancient Monuments and Archaeological Areas Act 1979 together with the Ancient Monuments (Class Consents) Order 1994. English Heritage, the Government's statutory advisor on heritage, is a party to the HPA and the HPA has been developed in close consultation with English Heritage at all times to ensure that it complies with the relevant body of heritage protection legislation and policy.

5. Financial implications

5.1 The main financial implications are that adoption of the HPA should enable savings to be made by consenting and operating authorities by simplifying the consenting process associated with works on heritage assets. For the County Council, adoption of the HPA should also result in savings on salaried staff as the appropriate method and means of maintaining bridges with heritage interest will be set out in the HPA rather than requiring case by case advice. Advice in this area has been provided (until December 2014) by the County Council's Historic Environment Team Manager, but adoption of the HPA, and other steps taken in relation to this role, will enable us to continue to hold this post vacant and review the need for the post as part of the ongoing redesign of the wider Coast & Countryside Service within which the post currently sits.

6. Risks and mitigations

- 6.1 The current risk associated with this decision has been rated as ‘medium’ as, while there is an existing mechanism for consent in place which should ensure that works are carried out appropriately, this does carry some risk of additional cost and delay. If the recommendations are adopted, this risk should reduce to ‘low’ as a speedier and more cost effective consenting process will be put in place. Furthermore, in the past inappropriate repairs to historic bridges have created some reputational and financial risk to the County Council e.g. public concern about the character of heritage bridges being eroded, or future maintenance and repair liabilities being built up through use of inappropriate techniques or materials. These risks should also be reduced by adoption of the HPA by providing a more comprehensive management framework which relies less on specialist intervention to spot potential problems.
- 6.2 The main risk associated with adoption of the HPA is that, while codifying a process that previously relied on the intervention of specialist staff, it can not foresee all eventualities and it is possible that in undertaking works on individual bridges, issues will arise which still require specialist advice. In such instances, it will be responsibility of the appropriate highway project manager to avail themselves of suitably qualified advice, to be funded through the capital budget for the works in question. Staff within the Highways Service have been engaged in developing the HPA and are fully aware of and comfortable with this. However, in view of the current caseload, this is likely to be an occasional rather than a frequent requirement, and the risk is thus considered low.
- 6.3 The HPA represents an innovative approach and there are inevitably risks associated with this in terms of all parties to the HPA being satisfied that the new approach is working as intended. The HPA is therefore proposed as a 5 year Agreement which can be extended if deemed successful, with an interim review after 1 year and subsequently as agreed between the parties; the legislation requires that the HPA is reviewed in any event. It also provides for an emergency review to be triggered in the event of unsatisfactory completion of works, disasters, disputes or other breaches of the Agreement. The HPA also includes provision for dispute resolution, variation and termination the detail of which will be considered by Legal Services when drafting the formal Agreement.

Peter Moore
Head of Environment
January 2015

Equality Impact Assessment screening record

Appendix 1

Service:

Environment

Officers involved in the EqlA screening:

Peter Moore

What are you impact assessing?

Service

Significant change to service delivery (eg. an office move)

Strategy (Is it an existing or a new strategy?)

Policy (Is it an existing or a new policy?)

A large-scale project

Q1 – What is the title of your service, strategy, policy or project?

Heritage Partnership Agreement for Dorset Bridges

Q2 – Who does/will it have an impact on – eg. public, visitors, staff, members, partners?

The Agreement will enable more efficient and effective repairs and maintenance of historic bridges in Dorset by changing the way in which works on them are consented. As such it represents a new approach to delivering existing policies and statutory/regulatory requirements rather than a new policy in itself.

Q3 – Does or could the service, strategy, policy or project have a negative impact on people when you consider the equality strands below?

	Negative impact	Positive/ No impact	Don't know
Age	<input type="checkbox"/>	/	<input type="checkbox"/>
Disability	<input type="checkbox"/>	/	<input type="checkbox"/>
Economic disadvantage	<input type="checkbox"/>	/	<input type="checkbox"/>
Gender re-assignment	<input type="checkbox"/>	/	<input type="checkbox"/>
Race	<input type="checkbox"/>	/	<input type="checkbox"/>

Religion or belief	<input type="checkbox"/>	/	<input type="checkbox"/>
Rural isolation	<input type="checkbox"/>	/	<input type="checkbox"/>
Sex	<input type="checkbox"/>	/	<input type="checkbox"/>
Sexual orientation	<input type="checkbox"/>	/	<input type="checkbox"/>

Q4 – Has research or consultation data, broken down by equality strand informed this service, strategy, policy or project?

	No	Yes	Don't know
Age	<input type="checkbox"/>	n/a	<input type="checkbox"/>
Disability	<input type="checkbox"/>	n/a	<input type="checkbox"/>
Economic disadvantage	<input type="checkbox"/>	n/a	<input type="checkbox"/>
Gender re-assignment	<input type="checkbox"/>	n/a	<input type="checkbox"/>
Race	<input type="checkbox"/>	n/a	<input type="checkbox"/>
Religion or belief	<input type="checkbox"/>	n/a	<input type="checkbox"/>
Rural isolation	<input type="checkbox"/>	n/a	<input type="checkbox"/>
Sex	<input type="checkbox"/>	n/a	<input type="checkbox"/>
Sexual orientation	<input type="checkbox"/>	n/a	<input type="checkbox"/>

If your answers to questions three and four are mostly 'negative', 'no' or 'don't know', you need to do a full EqIA

If your answers to questions three and four are mostly 'positive / no impact' or 'yes' forward this screening record to your lead equalities officer for approval.

Q5 – Proportionately, does the workforce affected have a higher percentage of staff with any of the following protected characteristics when compared with the profile of the total workforce?

	No	Yes	Don't know
Age	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Economic disadvantage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gender re-assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Race	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Religion or belief	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rural isolation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sex	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Sexual orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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If you have answered 'yes' or 'don't know' in your responses to question five above, you need to do a full EqIA

If your answers to question five are 'No', forward this screening record to your HR Business Partner for approval.

Screening approved by: Peter Moore, Head of Environment

Date: 19 December 2014

**Draft Heritage Partnership
Agreement for Dorset,
Bournemouth and Poole Bridges
2015**

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<u>Inventory 2</u>	Master inventory of Bridges in Bournemouth	
<u>Inventory 3</u>	Master inventory of Bridges in Poole	

1. THE AGREEMENT

1.1 Parties to the Agreement

This agreement is made under sections 26A and 26B of the Planning(Listed Buildings and Conservation Areas) Act 1990 as amended, section 17 of the Ancient Monuments and Archaeological Areas Act 1979, the Ancient Monuments (Class Consents) Order 1994, section 1 of the Localism Act 2011 and all other enabling powers between the following parties;¹

- Dorset County Council as the owning authority for the majority of Bridges represented in this agreement.
- Dorset County Council’s Bridge Maintenance and repair team reporting to a senior engineer.
- Dorset County Council’s Historic Environment Record as holder of records of archaeological work and of change.
- English Heritage as the controlling authority.
- The Borough of Poole
- Bournemouth Borough Council
- The following local authorities as local conservation advisors where there is a need to agree specific things on site as detailed by the agreement;
 - Christchurch Borough Council
 - East Dorset District Council
 - North Dorset District Council
 - Purbeck District Council
 - West Dorset District Council
 - Weymouth and Portland Borough Council²

¹ This agreement could have further partners if agreed by further discussion and the form of this agreement is designed to expand to include others or to be adapted to other requirements.

² If for any reason the local District or Borough Council cannot exercise its role then the definition of the County Council as a Local Planning Authority may be invoked.

1.2 Purpose of the Agreement

The purpose of this partnership agreement is to establish a management framework for the maintenance, repair and alteration of all bridges or parts of bridges which are heritage assets that allows the owners, Dorset County Council, (Bournemouth Borough Council, Borough of Poole Council) to undertake a range of works agreed by all parties involved in the statutory process, and ensures the continued preservation of their special archaeological, architectural and historic interest. In practice, this means a range of operations undertaken to such assets that, under the current system would require formal consent can now be liberated through a range of detailed specifications set within a formal contractual framework, encapsulated in this agreement. This will lead to speedier and more cost effective action after road traffic accidents and emergencies and allows long term repair strategies to be more securely planned and budgeted for.

1.3 Form of the Agreement

i) *The Agreement*

The initial text sets out the parties to, and the terms of, the Agreement and how it is to be applied. In determining any action this Agreement adopts the traffic light system to set out the levels of work and the degrees of control for that work.

ii) *The traffic light system*

The traffic light system follows proven practice in highlighting works in a readily understood way and can be summarised as follows:

Red category

Works that require statutory consent (i. e. negotiation with regulators and written applications) and which may require archaeological assessment, evaluation or recording. Separate written consent is required and therefore these works do not form part of the HPA

Amber category

Notifiable works that require written notification to the regulator/s and which may require archaeological assessment, evaluation or recording. These works form part of the HPA

Green category

Permitted (i. e. pre-agreed) works that do not require separate scheduled monument, listed building or conservation area consent and which probably do not require archaeological assessment, evaluation or recording. These works form part of the HPA.

iii) *Appendices*

Appendix 1 contains the two **Standard Request Forms** to be used when seeking authorisation under this Agreement as set out in section 1.5 below.

Appendix 2 contains **Decision Tree 1** which sets out decisions about **work to bridges** or structures of Heritage Significance using the Traffic light system. The Tree identifies

- Minor repair works that can be carried out on a strict like for like basis which do not need consent or prior notification.
- Extensive repair works to be carried out on a like for like basis that require prior notification and,
- Major works that require full consent and are thus outside this agreement.

Appendix 3 contains a **generic specification** for works that will have consent or which need prior consent under the HPA. It lists the standard types of fault or damage which are to be remedied and how these are to be put right.

Appendix 4 sets out those works not requiring consent and subject to the **Certificate of Lawfulness procedure**.

Appendix 5 sets out the **levels of recording** required for different types of work.

Appendix 6 contains the **Scheduled Monument Consent** for Bridges covered by this Agreement.

Appendix 7 contains the **Certificates of Lawfulness** obtained for Bridges covered by this Agreement.

Appendix 8 contains **Decision Tree 2** which sets out the decisions to be taken for **work to signs** on bridges or structures managed by the Partners to this agreement. It adopts the traffic light system to clarify what is and is not part of this agreement and what may be done without consent, or with prior notification as set out above.

Decision Tree 2 deals with the following situations;-

- Installing replacement signs
- Installing new signs
- Dealing with signs damaged by a Road Traffic Accident or by an Act of God or by deterioration till illegible due to weathering
- Vandalism by physical damage
- Vandalism by graffiti and,
- Sign theft

Appendix 9 contains an **inventory of Transportation Plates, Traction Engine Plates, Date stones, Inscriptions and other signs** on Bridges. It is a publicly restricted document only for use by partners. Signs of Heritage significance are marked SHS in the significance column in this inventory.

Appendix 10 sets out the **conservation principles** to be applied by this Agreement.

Appendix 11 contains an **historical description of the development of Bridges** with reference to examples in Dorset Poole and Bournemouth.

Appendix 12 contains supplementary information.

iv) Inventories

The inventories list all bridges and structures inspected and all bridges maintained by the Partners to this agreement and also all bridges which have historical and or architectural significance in the county. This means they include all the listed and scheduled bridges in the area covered. The following inventories are attached

<u>Inventory 1</u>	Master inventory of Bridges in Dorset
<u>Inventory 2</u>	Master inventory of Bridges in Bournemouth
<u>Inventory 3</u>	Master inventory of Bridges in Poole

v) *Ownership/management*

Involvement in maintenance is complicated by some aspects of ownership and management. The Bournemouth and Poole inventories set this out in a simple way by identifying the owners and the maintenance responsibility. In the Dorset Inventory the categories on the list which deal with this are set out in the following explanatory table.

Feature Group	Sub Group	Notes or further sub grouping
Bridges and small culverts	Bridge	Maintained by DCC
	Small Culvert	Maintained by DCC
	Highway Footbridge	Maintained by DCC
	Highway Tunnel	Maintained by DCC
	Other structure	Maintained by DCC
	Public Right of Way (PROW) Structure	These are inspected but are not necessarily maintained by DCC. If work is needed a lengthy procedure has to be initiated to find who the owner is and to establish under law where responsibility for repair lies
	Non-maintained Bridge	Wessex Water
The Environment Agency		
The Department for Transport		
Other public bodies		
Private owners		
	PROW Structures; These are not inspected and not maintained by DCC. If work is needed a lengthy procedure has to be initiated to find who the owner is and to establish under law where responsibility for repair lies.	
Retaining Walls		Maintained by DCC
Cattle grids		Maintained by DCC
Non maintained Bridges	British Rail Residuary Ltd	Maintained by BRRL
	Network Rail	Maintained by NR
	Swanage Rail Company structures	Maintained by SRC

Only bridges or structures that are maintained by the partners to this agreement and which have either Heritage Significance level 1 or 2 are covered by the agreement.

The Agreement does however set out a standard for good practise when treating other structures in other ownerships that have a level of heritage significance.

vi) *Significance levels*

Within the inventories the significance column indicates either significance level 1 (S1) or significance level 2 (S2), significance level 3 (S3) or, significance level A (SA).

Significance level 1 includes Scheduled Monuments, Grade I Listed Buildings and Grade II* Listed Buildings.

Significance level 2 includes Grade II Listed Buildings.

Significance level 3 includes Locally listed buildings and buildings that are not subject to formal listing or scheduling but which have a level of equivalent value and could be considered for either statutory listing or Local listing.

The inclusion of these structures under the S3 significance value is because policies for protecting non-scheduled heritage assets of equivalent significance to scheduled monuments are explicitly encouraged in recent Government guidance³, which makes the identification of such sites all the more important⁴.

Significance level A identifies the artist designed bridges. The aspiration must be to maintain the artistic integrity of the structure treating it with respect.

A separate significance list applies to historic and other signs on bridges which may cover signs on protected and unprotected structures.

1.4 Consents and procedures.

This Agreement provides listed building consent for an agreed set of works subject to their being carried out in the form specified and subject to the records being made and deposited as specified.

³ The Planning Portal – National Planning Policy Framework - Planning Practice Guidance - Conserving and Enhancing the Historic Environment - Non designated heritage assets [Paragraph 039 Reference ID: 18a-039-20140306]

⁴ “Designation – Scheduling Selection Guide – Transport Sites”, English Heritage, May 2012. p7

Works not requiring pre-notification are set out in the Decision Trees and at the commencement of the generic specification in Appendix 3. Such works require a Level 1 record to be made and deposited on the Bridge files and in the Dorset Historic Environment Record as set out in Appendix 5.

It also specifies certain works that will have Scheduled Monument consent subject to conditions specified.

Before any work is carried out a bat and biodiversity assessment must be made of each structure and if species are at threat then a mitigation plan must be prepared and agreed with the appropriate planning authority before works can proceed.

For all work seeking authorisation under this procedure a level 3 survey as set out in Appendix 5 will be required. Drawings and a schedule of work will be prepared naming the structure and setting out its significance which then specifies the faults and damage being repaired and the agreed types of repair to be employed to meet the significance requirements. The drawing will include an index to a complete photographic survey of the faults/damage before repair. A copy of this with a notification of the proposal to carry out the work will be sent to the local planning authority and to English Heritage. If sent in digital form the sender must request notification of receipt both in automatic form and in the text of the accompanying message. If there has been no objection⁵ from either of these bodies after 21 calendar days from the notification of receipt by them then work may proceed in accordance with the schedule.

After completion of the work a complete photographic survey of the after condition will be compiled and signed off by the project engineer with notes of any deviation or unusual circumstance revealed during the course of works. The project engineer will make digital copies of the before and after records and the schedule of works and will file them with the Bridges section and the Dorset Historic Environment Record.

1.5 Works other than those described in this Agreement

Any works to scheduled or listed bridges other than those described in this Agreement are subject to the normal consent procedures. Any works in the decision trees that fall into the Red traffic light boxes are not part of the Agreement and will require full consent. Consequently breaches may lead to service of an enforcement

⁵ Incorrectly applied principles or misjudgements of the nature and character of the faults described would justify an objection.

notice by the local planning authority, as normal, and the 'owner' may face prosecution and criminal conviction.

Work needing consent to a structure of significance level S1 will need a survey of Level 4 to support an application for Listed Building Consent or Scheduled Monument Consent.

Work needing consent to a structure of significance level S2 will need a survey of Level 3 to support an application for Listed Building Consent.

1.6 Duration of the Agreement and Review

This agreement is made for the term of five years from the date of signature after which it will be reviewed by the main parties (English Heritage and Dorset County Council⁶). If it is judged to be a successful agreement then, if agreed, it shall be continued for further five year periods until found to be no longer relevant as a framework for the management of these structures.

1.7 Interim Reviews

The main partners to this Agreement will hold an interim review meeting after the first year and then as agreed between the parties. Their purpose is to ensure smooth running of the Agreement, understanding of the principles by which it operates and efficient administration. Emergency interim reviews may be triggered by any of the following events;

- Unsatisfactory completion of works on a bridge
- A disaster
- A dispute
- A breach of the Agreement
- The expiry of the Agreement

1.8 Variation

This Agreement may only be varied if such variation is in writing and signed by a duly authorised representative of each affected party hereto. However minor variations of detail or matters that relate to a specific case may be agreed by exchange of letters.

1.9 Termination

In the event of a material breach of this agreement by one party, attempts shall be made under the dispute resolution procedure to deal with the issue. If the matter cannot be resolved then the party not in breach can terminate the

⁶ Or others if the Agreement covers a wider range of partners.

Agreement immediately of the party in breach, in writing, if the party in default fails to remedy the breach within 10 working days of receiving notification in writing specifying the breach.

Notwithstanding the above, the Secretary of State may terminate this Agreement if s/he thinks it expedient to do so.

1.10 Insolvency or Fraud provisions

Any party can end the agreement with another immediately, by giving notice in writing, if the other:

- Convenes a meeting of its creditors
- Becomes insolvent
- Is unable to pay its debts
- Has an administrative receiver or administrator appointed over its assets or business
- Is the subject of a petition to put it into liquidation or ceases or threatens to cease or carry on business
- Offers, gives, or agrees to give to any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this agreement and/or
- Commits any offence under the Bribery Act 2010; or
- Gives any fee or reward the receipt of which is an offence under Section 117(2) of the - Local Government Act 1972

1.11 Rights after Termination

Termination will have no effect on any rights of either party which arose on or before termination.

Authorised work which began before the termination of this Agreement may be completed without let or hindrance.

1.12 Dispute Resolution

Stage One

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, which cannot be resolved within 14 business days must be referred to representatives of the parties in dispute who must meet and attempt to resolve the dispute in good faith within 7 business days of such referral.

Stage Two

In the event that a dispute cannot be resolved by agreement within 10 business days of a referral to the appointed representatives, the parties may agree to refer the dispute to an independent person to be agreed between the parties, or in the case of failure to agree, and unless the parties agree otherwise, be referred to arbitration under the provisions of the Arbitration Act 1996 by a single arbiter to be appointed by agreement between the parties or, in default of agreement, by the Chairman for the time being of the Chartered Institute of Arbiters.

Irreparable harm provisions

Notwithstanding this, any party may at any time apply to any court of competent jurisdiction for injunctive relief in the event of an alleged breach of this Agreement or otherwise to prevent irreparable harm.

Dispute Rights

The rights of a party under this Agreement are cumulative and in addition to any other right or remedy available to it at law or in equity.

SIGNATORIES

2. SIGNATORIES

The public, and those with relevant specialised knowledge have been consulted on this Agreement and signatories confirm that relevant views from the consultation have been taken into consideration in framing the signed copy of this document.

For English Heritage	Name..... Position..... Signature..... Date.....
For Dorset County Council	Name..... Position..... Signature..... Date.....
For Bournemouth Borough Council	Name..... Position..... Signature..... Date.....
For the Borough of Poole Council	Name..... Position..... Signature..... Date.....
For Christchurch Borough Council	Name..... Position..... Signature..... Date.....

For East Dorset District Council	Name..... Position..... Signature..... Date.....
For North Dorset District Council	Name..... Position..... Signature..... Date.....
For Purbeck District Council	Name..... Position..... Signature..... Date.....
For West Dorset District Council	Name..... Position..... Signature..... Date.....
For Weymouth and Portland Borough Council	Name..... Position..... Signature..... Date.....

