

BOROUGH OF BARROW-IN-FURNESS

EXECUTIVE COMMITTEE

Meeting, Wednesday, 10th June, 2009
at 2.00 p.m.

NOTE: Group Meetings at 1.15 p.m.

A G E N D A

PART ONE

1. To note any items which the Chairman considers to be of an urgent nature.
2. To receive notice from Members who may wish to move any delegated matter non-delegated and which will be decided by a majority of Members present and voting at the meeting.

3. Admission of Public and Press

To consider whether the public and press should be excluded from the meeting during consideration of any of the items on the agenda.

4. Disclosure of Interests.

A Member with a personal interest in a matter to be considered at this meeting must either before the matter is discussed or when the interest becomes apparent disclose

1. ***The existence of that interest to the meeting.***
2. ***The nature of the interest.***
3. ***Decide whether they have a prejudicial interest.***

A note on declaring interests at meetings, which incorporates certain other aspects of the Code of Conduct and a pro-forma for completion where interests are disclosed accompanies the agenda and reports for this meeting.

5. To confirm the Minutes of the meeting held on 8th April, 2009 (copy attached).
6. Apologies for Absence/Attendance of Substitute Members.

FOR DECISION

- (D) 7. Appointment on Outside Bodies, Panels, Working Parties etc.
- (D) 8. Capital Programme 2008-2009 Provisional Outturn and 2009-2010 to 2011-2012 Monitoring Report to 31st May, 2009.
- (D) 9. Treasury Management Update.
- (D) 10. Inter Authority Agreement relating to the Cumbria Strategic Waste Partnership.
- (D) 11. Partnership Protocol.
- (D) 12. Working Neighbourhoods Funds 2008/09 Provision Out-turn and Programme for 2009/10 2010/11.
- (D) 13. Car Park Concessions – Emlyn Street Car Park.

PART TWO

- (D) 14. Write offs – Business Rates.

NOT FOR PUBLICATION BY VIRTUE OF PARAGRAPH 3 OF PART ONE OF SCHEDULE 12A OF THE LOCAL GOVERNMENT ACT 1972 AND ACCESS TO INFORMATION (VARIATION) ORDER 2006

**NOTE (D) - Delegated
(R) - For Referral to Council**

Membership of Committee

Councillors Guselli (Chairman)
Williams (Vice-Chairman)
Barlow
Flitcroft
J. Hamezeian
Marcus
Millar
Pemberton
Pidduck
Richardson
Stephenson
Waiting.

EXECUTIVE COMMITTEE

Meeting: 8th April, 2009
at 2.00 p.m.

PRESENT:- Councillors Williams (Vice-Chairman), Barlow, Garnett (items 1-19 only), J. Hamezeian (items 1-18 only), Heath, Marcus, Millar, Pemberton, Pidduck, Richardson and Solloway.

153 – The Local Government Act, 1972 as amended by the Local Government (Access to Information) Act, 1985 and Access to Information (Variation) Order 2006 – Urgent Item

RESOLVED:- That by reason of the special circumstances outlined below the Chairman is of the opinion that the following item of business not specified on the agenda should be considered at the meeting as a matter of urgency in accordance with Section 100(B)(4)(b) of the Local Government Act 1972.

<u>Item</u>	<u>Reason</u>
Barrow Festival of the Sea 2009 and the St. Andrews Pipe Band Centenary Celebrations (Minute No. 172)	The next meeting of the Committee is not scheduled to be held until 10th June, 2009 and the St. Andrews Pipe Band Celebrations will take place on 1st May, 2009. Funding for the Barrow Festival of the Sea 2009 needed to be committed as soon as possible.

154 – The Local Government Act, 1972 as amended by the Local Government (Access to Information) Act, 1985 and Access to Information (Variation) Order 2006

Discussion arising hereon it was

RESOLVED:- That under Section 100A(4) of the Local Government Act, 1972 the public and press be excluded from the meeting for the following items of business on the grounds that it involved the likely disclosure of exempt information as defined in Paragraph 3 (Minute Nos. 170 and 171) of Part One of Schedule 12A of the said Act.

155 – Disclosures of Interest

Councillor Barlow declared a personal and prejudicial interest in Agenda Item 19 – Variation to the Approved Capital programme – Ramsden Business Park (Minute

No. 167). He was a friend of the Project Manager. He left the meeting during consideration of the item.

Councillor Garnett declared a personal and prejudicial interest in Agenda Item 25 – Citizens Advice Bureau – LGPS Members (Minute No. 170). He was the Chairman of the Board of Trustees. He also declared a personal interest in Agenda Item 15 – On Street Parking Enforcement and Agenda Item 23 – Reptile Relocation Proposal – Ormsgill and North Scale (Minute No. 162 and 169). He was a Member of Cumbria County Council.

Councillor Marcus declared a personal and prejudicial interest in Agenda Item 19 – Variation to Approved Capital Programme – Ship Inn, Piel Island (Minute No. 167). He was friends of the tenants of the Ship Inn. He left the meeting during consideration of the item.

Councillor Richardson declared a personal interest in Agenda Item 15 – On Street Parking Enforcement and Agenda Item 23 – Reptile Relocation Proposals – Ormsgill and North Scale (Minute No. 162 and 169). He was a Member of Cumbria County Council. He also declared a personal interest in Agenda Item 7 – Grants Sub-Committee (Minute No. 158). He was a Member of the Conservative Association.

Councillor Williams declared a personal and prejudicial interest in Agenda Item 17 – Barrow-in-Furness Accredited Letting Scheme (Minute No. 165). He was a private landlord. He left the meeting during consideration of the item.

156 – Minutes

The Minutes of the meeting held on 4th March, 2009 were agreed as a correct record.

157 – Apologies for Absence/Attendance of Substitute Members

Apologies for absence were received from Councillors Flitcroft, Guselli and Stephenson.

Councillors Heath and Solloway attended the meeting as substitutes for Councillors Guselli and Stephenson.

158 – Minutes of the Grants Sub-Committee

RESOLVED:- To note the Minutes of the Grants Sub-Committee held on 18th February, 2009.

159 – Housing Management Forum: Recommendations

The recommendations of the Housing Management Forum held on 26th February, 2009 were submitted for consideration.

N.B. The Minutes are reproduced as **Appendix 1** to the Minutes of this meeting.

RESOLVED:- That the recommendations of the Housing Management Forum be agreed as follows:-

1. Housing Maintenance Investment Programme

That Members:-

- (i) Agree to the properties identified for Investment as shown in the appendix; and
- (ii) Agree to the delivery of the 2009/10 investment programme for the works identified via existing framework agreements with Integral and Cumbria Housing Partners.

2. Request for Adaptations to a Council Property: Ewan Close, Barrow-in-Furness

That the adaptations to a property on Ewan Close, Barrow-in-Furness be approved.

3. Request for Adaptations to a Council Property: Hemplands Avenue, Barrow-in-Furness

That the adaptations to a property on Hemplands Avenue, Barrow-in-Furness be approved.

4. Request for Adaptations to a Council Property: Lorne Road, Barrow-in-Furness

That the adaptations to a property on Lorne Road, Barrow-in-Furness be approved.

160 – Climate Change Commitment

The Director of Regeneration and Community Services informed the Committee that all Members of the Cumbria Strategic Partnership had been being requested to endorse the Cumbria Climate Change Commitment. A copy was considered by the Committee.

It was reported that version of the Commitment had been amended to suit the needs of smaller District Councils.

RESOLVED:- To authorise the Leader of the Council to sign the Cumbria Climate Change Commitment on behalf of the Council.

161 – Armed Forces Day – Fly a Flag for our Armed Forces – 22nd June, 2009

The Director of Corporate Services informed the Committee that the Government had announced that the first British Armed Forces Day would take place on 27th June, 2009. The day would be an opportunity for the whole of the nation to show its appreciation for the contribution made by all those who serve or had served in Her Majesty's Armed Forces.

Building on the success of previous Veterans Day celebrations, it was planned to mark the occasion with a wide range of community-led events taking place in towns and cities around the country. With the move to Armed Forces Day it was hoped that events would attract an even greater level of support.

The title 'Armed Forces Day' had been chosen to reflect the wider Armed Forces family of serving personnel (both regular and reserve), veterans and the cadet forces.

The Deputy Chief of the Defence Staff wanted to enable communities across the UK to be involved in the inaugural year, and so were inviting all local authorities to join in by simultaneously 'Flying the Flag'. The Council would be provided a free, specially-commissioned Armed Forces Flag for the Council to raise at 10.30 am on Monday 22nd June, 2009. The intention was that the ceremony would be repeated across the Country and that the flags would be flown until after Armed Forces Day itself Saturday 27th June, 2009.

RESOLVED:- To authorise the flying of the specially-commissioned Armed Forces Day Flag from 22nd to 27th June, 2009.

162 – On Street Parking Enforcement

The Director of Regeneration and Community Services reported that following termination of the On Street parking agreement, a revised agreement had been received.

The agreement covered a period of one year from the date of signature and renewable thereafter by agreement.

The agreement included payment of £21,000 subsidy to the Council for operating the agreement with no payments for the continued operation of the Resident's Permit System.

The sum of £21,000 had been based on a misunderstanding of the deficit incurred by the Council in managing on street enforcement and needed to be increased to £45,000 to be equitable with payment offered to South Lakeland District Council and Allerdale Borough Council.

Given the circumstances, that was probably the best financial settlement the Council would achieve in the current negotiations as they had been based upon projected on-street deficits for 2009/10.

The agreement was seen as interim as it was still Cumbria County Council's intention to operate a single countywide parking enforcement operation and Carlisle had indicated they may be prepared to act as lead authority.

The Council were sceptical of the financial benefits of such an arrangement and the potential redundancy costs and public reaction but the Council should reserve judgement on the potential for such a shared service until a detailed business case was offered.

RESOLVED:- To agree subject to confirmation of an increase in the County's contribution to £45,000 and clarification of the final detailed wording that the final agreement on the parking agreement be delegated to the Director of Regeneration and Community Services after consultation with the Chairman of the Executive Committee.

163 – Councillors Call for Action

The Director of Corporate Services informed the Committee that with the implementation of new legislation, a Councillor may now formally request a relevant scrutiny committee to consider an issue – formally known as a 'Local Government Matter' – in their ward for further investigation through a 'Councillor Call for Action'.

That legislation now extended the rights of Members to refer a local government matter not just to the Committees of their own Authority, but in the case of two-tier areas such as Cumbria, to the Committees of the relevant District/Borough or County scrutiny committee, irrespective of whether they were a Member of that authority.

That guidance was to help Councillors decide whether they had a valid Call for Action, and provided details of how to lodge a Call for Action at any of the seven Local Authorities in Cumbria.

A common approach was hoped to be adopted to the Councillor Call for Action that would minimise confusion for Councillors and provide a joined-up support mechanism for them, demonstrating the value of joint working.

Before submitting a Councillor Call for Action, it would be expected that Councillors would have tried to resolve the issue using existing channels, such as discussions with staff and other Members; formal letters and motions at Council. The intention behind the legislation was that the Councillor Call for Action should be used as a last resort, where all other avenues had failed.

The Committee considered a form that went through the steps that a Councillor should ask before making a request for a Councillor Call for Action, and it may be helpful to discuss with the appropriate scrutiny officer the course of action which was proposed to be taken.

It was suggested that a Member training session be conducted on the Councillors Call for Action.

RESOLVED:- To note the information and support the joint approach to managing Councillors Call for Action (CCfA).

164 – Appointment of Chairman

RESOLVED:- To agree that Councillor Richardson be appointed Chairman for the under-mentioned item only.

165 – Barrow-in-Furness Accredited Lettings Scheme

The Director of Regeneration and Community Services informed the Committee that the management arrangements of the Barrow Accredited Lettings Scheme had changed following the cessation of Neighbourhood Renewal Funding.

Following legal advice, it had been necessary for the Council to ensure that properties already included in the Scheme and those which were to be included in future were surveyed independently to ensure compliance with Scheme conditions.

The report proposed that an external contractor, currently employed to undertake inspections under a programme of enforcement for the Council, be engaged to undertake a programme of monitoring inspections of all properties in the Scheme over a period of five years. That programme could be financed using funds gathered through a grant claw back facility where possible supplemented by funding up to a maximum of £3,000 per annum for a five years review period.

RESOLVED:- (i) To accept the principle that the Council needed to ensure independent survey of accredited properties and to facilitate that in relation to properties already in the Scheme over a five year period by employment of the Watts Group PLC, Fountain Street, Manchester to undertake a programme of inspections on behalf of the Council;

- (ii) To make grant claw back funds available to pay for the service supplemented by £3,000 per annum of Revenue Budget funds for a five year period, if required;
- (iii) To offer the Council's administrative element free of charge to the landlord; and
- (iv) To monitor the arrangement and need for expenditure annually.

166 – Housing Market Renewal Programme – North Central Renewal Area Compulsory Purchase Order

The Director of Regeneration and Community Services reminded the Committee that the Council had resolved to declare a 'Renewal Area' within the meaning of the Local Government and Housing Act 1989 as amended by the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002 (Minutes 73 Executive Committee 17/09/08 and 44 Council 07/10/08 refer).

At the time of declaring the Renewal Area, Council had resolved to authorise the acquisition of properties listed for demolition, and if acquisition by voluntary means proves impossible to authorise Officers to make the necessary preparations for compulsory purchase.

The 126 properties scheduled for demolition could be categorised as 91 Council owned, 8 terms agreed for purchase, 18 negotiating with owners, 4 empty and unable to contact owners and 5 no negotiations taking place.

It now seemed unlikely that the acquisition of all of these properties by voluntary means would be possible, and the purpose of the report was to obtain a more detailed resolution to authorise the making of a Compulsory Purchase Order (CPO) using specific powers.

The declaration of the Renewal Area followed completion of a Neighbourhood Renewal Assessment (NRA). That had been based on an assessment of Physical housing conditions; Socio-economic factors; Perceptions of the area; Environmental factors; and Housing Market factors.

The NRA process deliberately took a wide-ranging view of the area to develop a strategy for the long-term benefit of the area. Accordingly, the strategy, as set out in the Renewal Area Declaration Report, sought to put in place actions that enhanced the sustainability of the area, improve living conditions and improve general well being in the area.

It was proposed to make a CPO under Section 226(1)(a) of the Town and Country Planning Act 1990. Section 226(1)(a) empowered a local authority to acquire compulsorily land in its area if the authority think that the acquisition would facilitate the carrying out of development, re-development or improvement on or in relation to the land and the authority think that (as required by Section 226(1A)) the

development, re-development or improvement was likely to contribute to the achievement of the promotion or improvement of the economic, social or environmental well-being of their area.

In identifying the economic, social and environmental well-being benefits that would arise from the use of CPO powers, the key benefits were considered to include:-

Social Well-being: The proposal aimed to address the high levels of deprivation that were identified in the NRA document. Additional social issues such as high levels of anti-social behaviour had been identified. These issues were closely related to the housing market in the area, which had been characterised by low property values and high levels of vacant properties and privately rented properties. These proposals would achieve change by changing the characteristics of the local market.

Environmental Well-being: The proposals would improve the local environment by carrying out public realm improvement works to what was currently a rather harsh and degraded urban environment.

Economic Well-being: The demolition and redevelopment of the area would rejuvenate the local housing market. Property values in that area had been amongst the lowest in the Borough, and indeed the North West region for many years. That had been detrimental to the long term economic sustainability of the area. Redevelopment would promote long term investment in the area.

The Council's proposal was for the land acquired by CPO to be made available for the development of new housing that would be more popular in the housing market, and thereby support the long term future of North Central. In order to justify the use of CPO powers, it would have to demonstrate firstly that the development would promote well-being and secondly that there was a reasonable prospect of the development taking place.

The Council was not proposing to act as the developer for the land. It would have to enter into partnership with or dispose of the land to a suitable developer with the capacity and expertise to carry out the development.

Discussions had been held with developers to identify that there was sufficient developer interest, it would be necessary to provide firm evidence of this. It was proposed that a prospectus for the development opportunity be issued, inviting expressions of interest from suitable developers. A recommended prospectus was considered by the Committee.

RESOLVED:- (i) To note the progress made on acquisitions;

(ii) To give authority to the Council to make a CPO under the powers conferred by Section 266(1)(a) of the Town and Country Planning Act 1990 to acquire the properties listed in **Appendix 2** and shown on the plan at **Appendix 3**;

(iii) To authorise Officers to take all necessary procedural steps prior to and after the making of the CPO, including the submission of the CPO to the Secretary of State for confirmation together with the preparation and presentation of the Council's case at any public inquiry and the confirmation of the CPO if it was unopposed or if any objections were withdrawn;

(iv) To authorise Officers as soon as the CPO was confirmed by the Secretary of State (or by the Council as an unopposed CPO) to advertise the confirmation of the CPO, to serve all necessary notices of confirmation and, once the CPO becomes operative, to take all necessary procedural steps to acquire the interests included in the confirmed CPO; and

(v) To approve the prospectus for the proposed development attached at **Appendix 4** and to authorise Officers to seek expressions of interest from suitable developers.

167 – Variation to Approved Capital Programme

The Director of Regeneration and Community Services sought approval to three variances to the approved Capital Programme. The variations could all be met from within existing resources.

The Committee was reminded that in 2008 the Council had obtained a tendered price of £636,500 for complete internal and external restoration of the Ship Inn, Piel Island. In recognition of the Council's responsibility to protect the building, which was a Grade II Listed property, the works had been divided into two phases. The first phase, now completed, would prevent any further deterioration in the condition of the property. It had comprised the re-roofing, replacement of gutters and downspouts, re-rendering and replacement of doors and windows. That work had cost the Council £290,000.

Officers were currently examining the submitted tender with a view to reducing the overall cost of internal refurbishment to around £300,000. Officers were also trying to source external funding to support the work, but there was currently no approved external funding available.

A further £200,000 could be committed from the Capital Programme without affecting currently approved projects. It was likely that even a reduced Phase 2 contract would cost in excess of £200,000, and Officers would continue to try to secure external funding.

He reported that The Mall, linking Dalton Road to Duke Street continued to be an eyesore on the Southern edge of the town centre. Retail units in the central part had

been difficult to let and only three tenants occupied units at the Duke Street and Dalton Road end of the street.

Improvements to the Mall formed a key objective for the Council in 2009/10, and he recommended a capital allocation of £200,000 to be met from investment/contingencies in the 2009/10 programme be made.

There were significant constraints to improvement, and Officers were currently assessing these and would present Members with a fully worked up proposal at a future meeting.

The Council had agreed to ring fence £3m of Working Neighbourhood Fund towards provision of advance factory units. £624,000 of that allocation, matched against European Regional Development Fund (ERDF) had been used to build the recently completed workspace at James Freel Close. In addition Officers had commenced pre development works on the vacant site adjacent to Waterside House to provide an extension of the small supported managed workspace project and provide additional larger footprint advance workspace units. The budgeted cost of the development was £3m. An Expression of Interest for ERDF had been submitted at an intervention rate of 40%. If the application was successful, the budgeted costs would require a call of £1.8m on Working Neighbourhood Fund, leaving a residual of £549,360 from the £3m ring fenced allocation.

The Committee was reminded that Ramsden Business Park was the first phase of the Waterfront Barrow Business Park, which had been remediated and serviced. Despite attempts to encourage the private sector to develop the site, no viable proposals had been forthcoming, and the only remaining option was for the public sector to lead development of the early stages of the business park.

Officers had indicated to West Lakes Renaissance that the Council would be willing to act as developer for the site.

In order to progress the first units on Ramsden Business Park, Officers had agreed the principle of a £6m development fund with West Lakes Renaissance comprising £2m Working Neighbourhoods Fund (WNF); £2m West Lakes Renaissance (WLR) Programme and £2m of ERDF over a two year period commencing April 2009. That proposal had been supported at the first meeting of the Barrow Vision Board. The approval of the WLR Board would be required, however there were resources earmarked in the WLR Business Plan to meet the suggested contribution.

£1.769m of WNF remained unallocated over the three year programme.

The Council's Working Neighbourhood Fund contribution of £2m would be drawn from the £549,000 residual funding in the agreed advance workspace allocation and £1,451,000 drawn from the £1.769m of unallocated WNF.

Assuming all WNF projects, including the above spend the resources allocated, there was an unallocated balance of £318,000 of WNF across the three year programme.

RESOLVED:- To approve the following variations to the Capital Programme:

- (i) £200,000 be allocated in 2009/10 to a further phase of restoration of the Ship Inn, Piel Island and to agree that £50,000 be retained in the Rural Regeneration Fund for 2009/10 and 2010/11 and instruct Officers to adjust the Capital Programme to accommodate resources required for refurbishment to the Ship Inn on Piel Island;
- (ii) £200,000 be allocated to improvements to the Mall during 2009/10 to be met from investment/contingencies; and
- (iii) An additional £1,451,000 of Working Neighbourhood Fund be allocated to advance workspace proposals on Ramsden Business Park during 2009/10 and 2010/11.

168 – Barrow Port Area Action Plan – Proposed Submission Document

The Committee considered a detailed report regarding the Barrow Port Area Action Plan – Proposed Submission document.

The Barrow Port Area Action Plan Development Plan Document (DPD) was the first DPD to be progressed by the Council as part of the new Local Development Framework (LDF).

Development Plan Documents (DPDs) set out land allocations and planning policies for all or specific parts of the Local Planning Authority's area. Once adopted, DPDs had the status of being part of the 'development plan' under the relevant Act. Applications for planning permission must be determined in accordance with the development plan unless material considerations indicate otherwise. Area Action Plans (AAPs) were a type of DPD relating to a specific part of the Local Authority's area where significant change was envisaged. As proposed in the Council's revised 2007 Local Development Scheme (LDS), the Barrow Port AAP was to be progressed ahead of the Council's Core Strategy.

A Sustainability Appraisal (incorporating a Strategic Environmental Assessment) required to accompany the AAP, had been prepared by consultants working closely with the Council's Local Development Framework team. Although the final Appraisal report was not yet complete, no further changes to the AAP were to be recommended.

An Appropriate Assessment, which was also required in view of the likely significant effects of the Plan on the European nature conservation sites (the Morecambe Bay

SAC and SPA), was also being prepared by consultants commissioned on behalf of the Council by West Lakes Renaissance. That Assessment report was not yet complete. The Assessment needed to ascertain that the Area Action Plan would not adversely affect the integrity of the European Sites(s). Should a negative Assessment result, the Plan could still proceed if it could be argued that there were 'imperative reasons of overriding public interest, including those of a social or economic nature'.

A brief summary of the consultation in respect of the Area Action Plan's preparation was set out in the document. Changes to the Regulations governing production of LDF documents occurred in 2008, and the latter stages of the Area Action Plan's preparation were governed by these new Regulations.

Following Committee approval of the Preferred Options Draft of the AAP in July 2007, the document had been published for formal public participation over a six week period from 3rd August to 14th September, 2007, during which time exhibitions of the proposals were held at Barrow Island and at Forum 28. At these exhibitions, Planning Officers were in attendance to explain the proposals and answer questions.

All written comments received within the consultation timescales set out, and the recommended responses to these, were considered by the Committee. Those written comments received shortly after the close of the consultation period were also included. All comments, including those made verbally at the exhibitions and in informal meetings, citizens' panels and discussions, had been given consideration; but only those received in writing and in time, had a detailed response.

The 'Proposed Submission Document' AAP and a small scale copy of the Proposals Map were considered by the Committee. The recommended Document had included changes resulting from the Preferred Options consultation, the adoption of the revised Regional Spatial Strategy, the revision of the Sustainable Community Strategy, and events on the ground.

A meeting of the Planning Policy Working Group was to be held on 6th April. The Working Group's comments were reported at the meeting.

The Council was next required to publish the 'Proposed Submission Document' for representations, over a six week period, followed by its submission to the Secretary of State for independent Examination. These final representations would be considered by the Inspector during the Examination, either as written representations or at an oral hearing for those who wished to attend in person.

If as a result of representations received, the Council wished to make changes to the Document, it may need to repeat that last publication stage before submitting it, depending how significant these changes were. Minor changes which were not considered to raise fundamental issues of soundness or require re-consultation could be suggested by the Council as an attached schedule of changes, which were

then submitted to the Secretary of State alongside the Document.

The Examination assessed whether the Document was 'sound'. To be found 'sound' Planning Policy Statement (PPS) 12 advised that the DPD must:

- a) Comply with the legislation; and
- b) Satisfy the other tests of soundness set out PPS12 which were that the DPD should be 'justified', 'effective' and 'consistent' with national policy.

After the Examination, the Council would receive a binding report from the Inspector, and the Council would be expected to adopt the DPD, if found sound, in accordance with the Inspector's recommended changes.

RESOLVED:- (i) To agree that subject to the receipt of the final Sustainability Appraisal/Strategic Environmental Assessment and the Appropriate Assessment showing that the Plan would not adversely affect the integrity the Morecambe Bay SAC/SPA, and subject to any typographical/factual updating; the Proposed Submission version of the Barrow Port Area Action Plan and accompanying documents be agreed for publication in accordance with the relevant regulations and the Council's SCI; and

(ii) To agree that the Director of Regeneration and Community Services be granted delegated powers to make minor changes to the document in the light of representations received and submit the document and all relevant supporting information to the Secretary of State, for independent Examination.

169 – Reptile Relocation Proposals – Ormsgill and North Scale

The Director of Regeneration and Community Services informed the Committee that as part of the development of Ramsden Business Park Cumbria County Council were obliged to carry out a:

Reptile Mitigation and Implementation Report aimed at fulfilling Planning Conditions 17, 18 and 19 of the Ramsden Business Park Phase 2 Development;

Identify a five year Management Plan for three reptile receptors sites (Ormsgill Quarry, Slag Banks and Walney Dog Kennels); and

Identify a five year Management Plan for on site habitat created and retained as part of the Barrow Waterfront Developments.

The Ormsgill Quarry site and the Dog Kennels site were in the ownership of the Council.

Cumbria County Council had provided information on the suitability of the two Council owned sites and had requested the use of the sites (subject to formal

planning approval) for the relocation of slow worms and common lizards. The relocation would necessitate minor habitat enhancements which would be maintained, by the County Council, under a five year management plan.

Refusal to grant permission for the relocation onto the two identified sites could result in major delays in the Ramsden Business Park development as alternative relocation sites were not immediately available.

RESOLVED:- (i) To note the report; and

(ii) To agree to relocate Slow Worms and Common Lizards to land adjacent to Ormsgill Quarry and Walney Dog Kennels.

170 – Citizens Advice Bureau – LGPS Membership

The Borough Treasurer informed the Committee that when the Council transferred its Welfare Benefits advice service to Barrow CAB, four members of staff, who were transferred under the TUPE regulations and had their pensions protected as a condition of this transfer, were still employed by the CAB which was a member of the LGPS for the benefit of these staff only.

The CAB, like all organisations, was required to account for its liabilities to the pension scheme, and was concerned that eventually when all four members leave their employment they may be required to make an immediate payment of outstanding liability to the Pension Fund.

Discussions with the Pension Fund had indicated that was highly unlikely.

In order to provide comfort to CAB, the Borough Treasurer had indicated that the Council may be prepared to offer an interest free loan over a reasonable period to cover such an eventuality.

The CAB had now formally requested such a commitment, and confirmed that their annual contribution was currently £14,092.08, and had confirmed in writing that they would ring fence these contributions as members leave to meet their liabilities.

RESOLVED:- To agree that, should the Citizens Advice Bureau at some time in the future be required to make immediate payment of all outstanding liability to the Cumbria Local Government Pension Scheme, the Council agreed to provide an interest free loan over a period determined by their ring fenced current contributions.

171 – Link Road Phase II. Alterations to Brady’s Warehouse at Cornmill Crossing, Hindpool

The Director of Regeneration and Community Services informed the Committee that the Council had been working with its partners to investigate and improve access to

employment sites in Barrow with the objective of helping to regenerate the economy and employment in the area. Partners, including, the Council, Cumbria County Council and West Lakes Renaissance, had agreed a schedule of improvements and funding to provide the necessary road infrastructure.

The Link Road project was required to address projected increased traffic flows generated by The Waterfront Barrow in Furness Master Plan including the Business Park and Marina Village developments. Providing the necessary infrastructure would facilitate future private sector led development and remove potential planning constraints in the vicinity of the principal roads A5087 and A590. The project was supported by the Barrow Task Force and was a key and strategic priority in Cumbria County Council's Local Transport Plan.

Phase I of the project funded by Cumbria County Council together with a Developers contribution had been completed. NWDA funding had now been secured to progress Phase II and complete the Link Road project which had been included in the County Council's Transport Capital Programme with a further contribution to the overall cost of Phase II in 2009/10.

Land dedication agreements, necessary to deliver the project, were being progressed with two of the four landowners. Purchase of two further strips of land would also be concluded to ensure that the road could be constructed in 2009.

On 19th February 2009 formal approval of grant assistance had been received from the Northwest Regional Development Agency on the Link Road Phase II Project.

Tenders for the alteration works at Brady's Warehouse had been received and opened by the Vice-Chairman of this Committee on Friday 20th February 2009.

RESOLVED:- To appoint Thomas Armstrong (Construction) Limited to alter Brady's Warehouse to facilitate building the Link Road Phase II.

172 – Barrow Festival of the Sea 2009 and the St. Andrews Pipe Band Centenary Celebrations

The Director of Regeneration and Community Services informed the Committee that Barrow Festival of the Sea and Veterans Celebration would take place on 25th and 26th July, 2009. It would be hosted by BAE Systems on their fitting out berths and adjacent land at Kings Gate on Buccleuch Dock. Admission to the event would be free and would have exhibitors from within the locality and nationally on a maritime theme. Exhibitions, animations and demonstrations to be fresh and dynamic with wide and active engagement with the general public and provide an ideal opportunity to showcase Barrow's world expertise and the latest and most advanced technology utilised in the construction of submarines of today. The total cost of the Festival was in excess of £107,000 and the organising Committee led by BAE Systems were seeking a contribution of £10,000 from the Council towards the cost. These funds

would be used to purchase a high profile major entertainment attraction, street entertainment and publicity. Funding from other agencies had already been confirmed and applications were currently pending with the Veterans Agency and other trusts and foundations. It was anticipated that 25,000 people would attend the event and that the waters of Buccleuch Dock could also be exploited to showcase recreational use.

St. Andrews Pipe Band celebrated its centenary in 2009. The Council had been asked if a Civic Reception could be held on 1st May, 2009 to mark St. Andrews Pipe Band Centenary Celebrations. The band would perform for the Town on the Courtyard of the Town Hall, the nearest location to its inception meeting at the Imperial Hotel in 1909. After a public performance a Civic Reception would be held, the cost of the reception was approximately £750.

RESOLVED:- (i) To agree to allocate £10,000 from the Council's Festival Fund towards Barrow Festival of the Sea on 25th and 26th July, 2009; and

(ii) To approve expenditure of £750 for a Civic Reception and Centenary Celebration for the St. Andrews Pipe Band.

REFERRED ITEMS

THE FOLLOWING MATTERS ARE REFERRED TO COUNCIL FOR DECISION

173 – Housing Revenue Account: Rent Increase 2009/10

The Director of Regeneration and Community Services informed the Committee of the revised Guidance on 'guideline rent increases' for 2009/10.

The original Guidance received in December 2008 had suggested a National Guideline rent increase of 6.2%.

In applying the Guidance to the Council's own rent plan, it had resulted in an average increase of 5.8%, which had been agreed by the Council on 23rd February, 2009.

On 6th March, 2009 the Minister for Housing had issued a statement in which she advised that new Guidance would be issued with a revised National Guideline rent increase of 3.1%.

The statement went on to state that the revised Guidance would be issued in week commencing 23rd March, 2009 and would include details of how Local Authorities would be able to bid for resources through the HRA Subsidy system to offset the loss of rental income.

It had been the Council's practice to follow the annual Guidance on rent increases since the introduction of the Rent Restructuring rules.

Not to do so would have a detrimental effect on the resources available to the Council to maintain a balanced Housing Revenue Account.

In applying a 3.1% increase the effect on average rents would be as follows:

	48 week basis	52 week basis
2008/09	£62.73	£57.91
2009/10 (5.8%)	£66.37	£61.27
2009/10 (3.1%)	£64.68	£59.71

The lower percentage increase in rents would result in a loss of income amounting to £220,655.

In considering the shortfall, Officers had completed a calculation of the likely effect of reduced income against the subsidy system.

In the agreed HRA for 2009/10, the Council was in negative subsidy and had budgeted to repay £399,940. The effect of a 3.1% increase would be as follows:-

Repayment identified in 2009/10 Budget:	£399,940
Variance as a result of lower rental increase:	<u>£228,000 (-)</u>
Estimated revised payment of subsidy:	<u>£171,940</u>

Following discussion and agreement with the Leader of the Council, Officers had put in place the necessary arrangements for the originally agreed 5.8% average increase to be revised to an average of 3.1% to follow the 'spirit' of the Ministerial Statement.

The Chairman of the Council's Housing Management Forum and Tenants Forum had been consulted and had agreed the course of action.

All Tenants' had received notification of the revised rent for their property.

Officers had now received copies of the revised guidance on 26th March, 2009. Comments and an application for a revised subsidy settlement for 2009/10 had to be made by 24th April, 2009.

Having applied the new Guidance, it would appear the guideline rental increase with regard to the Council's rent plan should be 2.9%, or actual average of 2.7%.

That would have the effect of reducing an average weekly rent by 25 pence per week against the average rent based on 3.1%.

The wording of the Guidance appeared to be detrimental to Local Authorities who acted quickly. It stated that subsidy would be based on the lower of the guideline rent (2.9%) or actual average rent (2.7%). The implication of the guidance was that it would not be adjusted based on 3.1% and, as such, the Borough would receive no adjustment in the subsidy calculation but would lose income of £220,000.

Officers were seeking clarification on the matter and it would influence the Council's response to the consultation.

It was suggested that at the present time no action be taken to adjust further the increase of 3.1% from 6th April. However, should the Council find itself in the position that it was not "compensated" by the subsidy system, consideration would have to be given to completing an in-year rent change in order to ensure the Council and its tenants were not left at a disadvantage following the publishing of the latest guidance.

In agreeing the original 5.8% increase, garage rents had been increased by the same amount.

No action had been taken to revise these increases as it would not have been practical for such action to be taken whilst dealing with the work necessary to revise the increase of residential property.

Having now looked at the matter, the effect of reducing the increase to 3.1% would be a saving of 20p or 15p plus VAT for a garage occupier. However, the cost of administering the change would suggest it more appropriate to not change the previously agreed increase.

RECOMMENDED:- To recommend the Council:-

- (i) To endorse the action taken to ensure an average 3.1% increase was applied from 6th April 2009;
- (ii) To take no action to adjust current rent increase of 3.1% at this time, and agree that the Chief Executive, in conjunction with the Leader of the Council, sends a response to the Consultation highlighting the implications to the Council of the current guidance and insisting that the Council should not be penalised for acting quickly;
- (iii) To note the information regarding garage rent increases; and
- (iv) To agree that should it become clear that the Council would not be compensated by its action through the subsidy system, that the Chief Executive be authorised to apply a rent adjustment to reflect the guidance as soon as was practical, in order to protect the financial wellbeing of the Housing Revenue Account.

Councillor J. Hamezeian requested immediately after the vote had been taken that it be recorded in the Minutes that he had voted against the decision.

174 – Authorisation of Officers

The Director of Regeneration and Community Services informed the Committee that authorisation of Officers for the National Trust was sought to act for the Council on National Trust land in enforcing environmental crime and also sought to widen the Chief Executive's delegation to appoint staff as duly authorised Officers to one that enabled him to appoint individuals not employed by the Council as authorised Officers in circumstances where that was appropriate and enabled in statute.

In respect of the request made the National Trust guidance would be sought from the Chief Environmental Health Officer as to the degree of authorisation appropriate in that case and limit the authority to act on behalf of the Council to areas of land which were in the ownership of the National Trust.

RECOMMENDED:- To recommend the Council to agree that Minute No. 154 Finance and Policy Committee 13th April, 2000 be varied to delegate to the Chief Executive authority to appoint as duly authorised Officers of the Council suitably competent individuals not in the employ of the Council, in appropriate circumstances.

175 – Crematorium Charges

The Director of Regeneration and Community Services reminded the Committee that at its last meeting Members had agreed to recommend differential charging for cremations between residents and non residents.

In order to protect Barrow residents who had been forced to leave the Borough for residential care, he recommended the following exemption be agreed.

“Where a former resident of the Borough has left the Borough to obtain residential or medical care, the resident charge will apply.”

RECOMMENDED:- To recommend the Council to agree the under-mentioned exemption from Crematorium Charges

“where a former resident of the Borough has left the Borough to obtain residential or medical care, the resident charge will apply.”

Councillor J. Hamezeian requested immediately after the vote had been taken that it be recorded in the Minutes that he had voted against the decision.

176 – Off Street Car Parking

The Director of Regeneration and Community Services informed the Committee that Management Team had considered the recommendations of the Regeneration and Community Services Overview and Scrutiny Committee and support 1-3. If the Executive Committee were minded to support recommendation 4 a further report on evaluation and implementation should be requested.

The Committee were reminded that the Chief Executive had presented a report to this Committee in October 2008 aimed at supporting Barrow town centre shopping whilst protecting the income for the Council that was generated from off street parking. The report proposed the introduction of a single parking tariff to permit off street parking for up to 3 hrs. This Committee requested that the Overview and Scrutiny Committee Regeneration and Community Services undertake a review into the proposal and all aspects of parking in Barrow.

The Overview and Scrutiny Committee Regeneration and Community Services established a work group to carry out the review.

The work group had considered the Chief Executive's report and discussed the proposals with representatives from the Local Traders Association. They were generally supportive of the proposals because they perceived that off street car parking was expensive and was a barrier to footfall in the town centre and the cost of parking encouraged town centre visitors to purchase shorter parking sessions and therefore had less time to visit town centre retailers.

Members had recognised that based on current data the change in tariff would result in a reduction in costs for 58% of car park visitors but were concerned that the significant increase for one hour parking may have an adverse affect. They were concerned that drivers who typically park one hour or less may make more use of free on street parking spaces. That may impact on residents parking and result in drivers parking further away from the town centre. They also anticipated an increase in the usage of unofficial parking areas on unused sites or parking at retail parks on the outskirts of the Town Centre.

Members had been provided with car parking tariffs from 50 similar authorities including other Cumbrian districts, geographical neighbours and the CIPFA nearest neighbours group.

That data indicated that parking tariffs varied significantly across the authorities ranging from free parking up to £3.50 for 3hrs. The charge at Barrow's car parks was currently £2.70 for 3hrs.

The tariffs for one hour parking varied from free to £1.30 in Barrow's car parks it was currently £0.90. Members had noted that if the proposed change was introduced the £1.60 charge for one hour would be the highest of the listed authorities.

It had been noted that a significant number of the authorities listed were introducing charging for parking on Sundays and in the evenings in response to lifestyle changes. This Council did not currently charge for Sunday or evening parking so there was an opportunity for traders to exploit that situation. The demand for Sunday and evening shopping in Barrow had been recognised by the supermarkets and the larger department stores and good sales volumes had been recorded.

A breakdown of the percentage of visitors that purchase one hour, two hours and three hours plus tickets had been requested from other authorities that offer cheaper parking but the response had been disappointing. Data from the authorities that did respond was considered by the Committee.

Although the data set was very small the percentages were similar for all the authorities. That indicated that the majority of visitors want one or two hour parking and there was little demand for three plus parking irrespective of parking charges.

Members were concerned that changes to the parking tariff would impact on the Council's income and adversely affect the rate of Council Tax.

Members had been provided with Council Tax charges for Band A properties from the 50 similar authorities.

The Council Tax for "Band A" properties had ranged from £882 pa to £1070 pa. There was some correlation between the cost of car parking and the cost of the Council Tax as demonstrated by the trend. Councils that offered lower car parking tariffs generally charged more for Council Tax.

Members of the work group had agreed that the evidence indicated that most visitors wanted two hours or less parking and that a single tariff for up to three hours may not realise the anticipated benefits for town centre traders.

They also had agreed that the increase in tariff for one hour parking may encourage a change in parking behaviour, which may lead to a reduction in the time that these visitors would spend in the town centre. That would also have an adverse impact on the Council's income.

Members recognised that the car parking tariff in Barrow was average but in view of the fact that Barrow offered free parking on Sundays, Bank Holidays and in the evening, they were satisfied that the parking offer was fair. They suggested that the parking charges do not increase in 2009/10.

The representatives from the local traders urged members to consider emergency measures to maintain footfall levels during the period of phase 2 and phase 3 of the Dalton Road enhancement project.

Members considered evidence from other local authorities that offered car parking concessions particularly at festive periods to increase footfall. They noted that these offers were typically for late afternoon/ evening parking (3pm onwards) and free Sunday parking.

They considered the cases of Cockermouth where Allerdale Borough Council was currently offering limited free parking during a period of refurbishment and Windermere where South Lakeland District Council had offered limited free parking during a period of refurbishment. In both these cases the refurbish work had resulted in the temporary loss of a significant number of on street parking spaces, that was fundamentally different to the situation in Barrow.

Members considered a specific case from a District Council, which was in the same CIPFA family group as Barrow.

Having considered the case study Members had concluded that there was not sufficient evidence to indicate that offering car parking concessions as a “stand alone” initiative was effective at improving retail sales. They noted that there was clear evidence that car parking concessions would have a significant impact on the Council’s income and were concerned that the costs would be disproportionate to the benefits.

A representative of the traders had provided information on a scheme operated by another District Council, which had offered a buy one hour get one hour free scheme.

The scheme had operated from 1st November until the middle of January and was reported to have been successful. The scheme had been funded from a “Christmas Emergency Fund” and cost £50,000. The scheme was ended in mid January because further funding was not available.

It was suggested that the Council could operate a similar system using Emlyn Street car park, which had 54 parking spaces but currently only attracted an average of 30 cars per day. The cost to the Council would be £1,500 to change the ticket machines and a loss of revenue based on the current usage would be £325 per month. Members noted that if Emlyn car park was fully occupied by drivers that normally pay for two hours parking at other town centre car parks then the cost of the scheme in terms of lost revenue would increase to £5,500 per month.

Members had considered the option of “Park and Ride” schemes and took advice from the Town Centre Manager and the Car Parking Manager. These schemes had been used for “one off” events with some success; however, Members agreed that the current level of traffic in Barrow did not justify the introduction of this relatively expensive option.

RECOMMENDED:- To recommend the Council:-

- (i) To agree that the Council should not change the current car parking tariff from 90p per hour to £1.60 for up to three hours;
- (ii) To agree that the Council should not increase car parking tariffs in 2009/10;
- (iii) To agree that the Council should continue to offer free car parking in the evenings and on Sundays; and
- (iv) To agree that a further report on evaluation and implementation of a buy one hour and get one hour free concession for a trial period on Emlyn Street car park be submitted to the next meeting of the Committee.

177 – Planning Policy Documents Charging Schedule

The Director of Regeneration and Community Services informed the Committee that a charging schedule for Planning Policy documents had last been agreed by Committee and Council in March and April 2007.

Since the schedule was last agreed, further of the background documents commissioned to support the new Local Development Framework (LDF) had been completed and other relevant evidence amassed to support the submission of the Barrow Port Area Action Plan. In the absence of a specific charge, copies were currently charged for at the Council's previous standard copying rate (20p per sheet). A number of these documents were of a substantial size (hundred of pages) or in volumes and would be expensive to reproduce, particularly where they contained large scale or colour maps and photographs.

All current statutory planning policy documents and their approved drafts were available on the Council's website, at Council Offices, and in local libraries; or were emailed free of charge if their size allowed. The background documents would also be made available on the website or emailed free of charge if their size allowed.

Stakeholders were encouraged to make use of the Council's website to download documents rather than purchase hard copies or CD's. Where stakeholders wished or needed to purchase hard copies or copies on CD, however, the revised schedule of charges was proposed to apply. Specific charges were only indicted for documents commissioned or produced by the Council. In respect of other relevant documents, people would be referred into the first instance to the originating body/company or, where appropriate, charged at the Council's standard copying rate.

As the Local Development Framework was comprised of a large number of documents, and in order to facilitate engagement, it was still proposed to charge a modest fee, which would not cover the full production costs for each main LDF

document, as organisations and individuals may need to purchase multiple documents.

RECOMMENDED:- To recommend the Council to approve the proposed charging schedule for Planning Policy and associated documents.

178 – New Capital Project for Energy Efficiency

The Director of Regeneration and Community Services informed the Committee that new capital investment had been identified that would save the Council over £11,694 per year in electricity and 103,483 Kg of CO2 per year. The proposal was to use voltage optimisation at three main venues; Barrow Town Hall, Forum 28 and Park Leisure Centre. That included installing transformers that limit the voltage coming into the buildings by 10%. That in turn would lower consumption rates while using the same amount of equipment.

The cost for the equipment at the three venues totals £58,089 and would therefore pay back its cost in just over five years.

A further project was also being researched to carry out the same changes at The Dock Museum and Barrow Indoor Market. That was expected to cost a further £28,000. Again providing a five year payback.

In order to progress the work as soon as possible Management Team had recommended release of £90,000 from the Opportunities Fund which currently stood at £949,000.

RECOMMENDED:- To recommend the Council:-

- (i) To agree the additional capital funds of £58,089 for installing voltage optimisation at the Town Hall, Forum 28 and Park Leisure Centre in 2009/10; and
- (ii) To agree the a further sum of £28,000 for installing voltage optimisation at the Dock Museum and Barrow Indoor Market subject to a five year payback being proved.

179 – Local Authorities (Charges for Property Searches) Regulations 2008 (SI 2008 No. 3248) and Amendments to Charging Structure for Local Land Charges

The Director of Corporate Services informed the Committee that Personal Search agents had been able to rely on insurance to cover any areas of the search which they do not fully investigate, however from 6th April, 2009 that provision would end, and agents would be required to fully search all of the Council's relevant property records.

A “One Stop Shop” would be created at the Land Charges counter, with all information available on a PC for Personal searchers.

That information was the subject of the Local Authorities (Charges for Property Searches) Regulations 2008 and SI 2008 No 3248.

The underlying principle of the Regulations was that authorities must make searches information available to all on equal terms and at equal cost, although there was an option of not charging for data.

The Council’s proposed charges and details of information to be made available were considered by the Committee.

Section 9 of the Regulations required the Council to publish a statement setting out the costs and numbers of requests estimated for the following Financial Year.

By 30th June 2010 the Council must publish a summary detailing the total costs of granting access to property records or performing internal transactions, the number of requests to which these costs relate, and the total income from charges or recharges. That information must be approved by the Council’s Section 151 Officer (the Borough Treasurer).

As part of the costing exercise, the opportunity had been taken to review all charges levied for Land Searches.

498 Council searches and 1,400 Personal Searches were forecast to be carried out in 2008-09, generating gross income of £72,000 to the Authority.

That was a 27% reduction in the annual number of searches carried out in 2008-09 and was a reflection of the general downturn in the property market being experienced by all Authorities. The proportion of Personal Searches carried out in the year had increased by 26% demonstrating the increased use of Search Agencies. Poole Townsend Solicitors used a Personal Search Agency, or carry out their own searches, rather than use the Council’s services.

In order to promote the Council’s Land Search service, it was proposed to reduce the fee charged for full searches by £25, from £115 to £90. That, coupled with the loss of insurance provisions relied upon by Personal Search agents, was intended to encourage solicitors to use the Council’s service, and would result in a move from Personal to Full Searches.

The amount of any additional income generated would be highly dependent on the state of the local housing market, and it would be prudent to assess the likely outturn and effect on the 2009-10 Budget once the revised scheme had been in place for a few months.

RECOMMENDED:- To recommend the Council:-

- (i) To retrospectively approve the new Charges for Property Searches Fees;
- (ii) To approve the advertising of the Council's services in that respect; and
- (iii) To instruct Officers to prepare statements in accordance with Regulation 9 of the Local Authorities (Charges for Property Searches) Regulations 2009.

The meeting closed at 4.25 p.m.

HOUSING MANAGEMENT FORUM

Meeting: 26th February, 2009
at 2.00 p.m.

PRESENT:- Councillors Waiting (Chairman), Dawes, Hammond and James.

Tenant Representatives:- Mrs A. Burgess, Mrs P. Charnley, Mr N. Hird, Mrs K. Hotchkiss, Mr A. McIntosh, Mr D. McMillan, Mrs J. McMurray and Mr T. Slater.

48 – The Local Government Act, 1972 as amended by the Local Government (Access to Information) Act, 1985 and Access to Information (Variation) Order 2006

Discussion arising hereon it was

RESOLVED:- That under Section 100A(4) of the Local Government Act, 1972 the public and press be excluded from the meeting for the following items of business on the grounds that it involved the likely disclosure of exempt information as defined in Paragraph 3 (Minute Nos. 54-56) of Part One of Schedule 12A of the said Act.

49 – Minutes

The Minutes of the meeting held on 15th January, 2009 were taken as read and confirmed.

50 – Apologies for Absence

Apologies for absence were submitted from Councillors Flitcroft, J. Hamezeian, Irwin and Maltman.

51 – Housing Maintenance Investment Programme

The Housing Manager reported that at the meeting on 15th January, 2009 followed by approval at the Executive Committee on 28th January, 2009, expenditure profile for 2009/2010 was agreed.

The purpose of this report was to seek agreement of the properties and areas to benefit from such investment over the next year and indicated those properties provisionally identified for investment during the following year.

In agreeing the property investment lists over the two years it would be the Housing Manager's intention to bring forward properties from year 2 if resources in the HRA budget were identified throughout the year.

Attached at **Appendix A** to these minutes is a list of properties showing the respective works to be completed within each Housing Management area during 2009/10 along with details of provisional properties scheduled for investment during 2010/11. This list reflected the investment priorities obtained through the most recent stock condition data and had been developed on a "just in time" and worst first basis.

In view of the diversity of styles of properties within the stock a degree of “smoothing” had been incorporated to try and ensure the completeness of work on an area by area basis. During 2008 Members had agreed to progress planned investment (e.g. rewires, central heating, kitchens and bathrooms) through the new framework arrangement with Cumbria Housing partners. Ongoing delivery of other planned investments with regards to the 2005-2009 Housing Maintenance Contract would continue with Integral.

He requested that Members agree to the continued delivery of these investments as outlined above.

RECOMMENDED:-

- (i) Agree to the properties identified for investment as shown as **Appendix A** to the Minutes.
- (ii) Agree to the delivery of the 2009/10 investment programme for the works identified via existing framework agreements with Integral and Cumbria Housing Partners.

52 – Performance Information Report, 7th April, 2008 to 4th January, 2009

The Housing Manager submitted information relating to a selection of Local and National Performance Indicators and Best Value Performance Indicators. The information was as follows:-

PERFORMANCE INDICATORS							
Housemark/ BVPI / Local	Performance Indicator	Actual 2004/5	Actual 2005/6	Actual 2006/7	Actual 2007/8	Target 2008/9	April 08 to 4 Jan 09
	Rent Arrears and Collection						
BV66a	% Rent Collected	98.3%	98.1%	97.88%	96.78%	98%	94.61%
BV66b	% Tenants with > 7 weeks arrears	N/A	5.76%	5.89%	6.82%	5.5%	7.66%
BV66c	% Tenants served with NOSP for arrears	N/A	33.37%	35.48%	29%	25%	24.8%
BV66d	% Tenants evicted for rent arrears	N/A	0.99%	1.05%	0.66%	0.5%	0.9%
Housemark	Current tenants arrears as % of rent roll	2.86%	2.9%	2.99%	2.96%	2.5%	3.35%
	Void management						
BV212	Average relet time for dwellings (in days)	40.8	34	28	35.9	28	33
Housemark	% rent loss through vacant dwellings	1.7%	1.19%	0.98%	1.41%	1%	1.2%
Local	% rent loss due to voids – garages	1.97%	3.6%	2.63%	2.81%	2%	3.4%
	Homelessness						
Housemark	Average stay in B & B for families with children or pregnant women (in days)	N/A	3.5	2	10	3	4
Housemark	% of homeless applications where decision made and notified within 33 days	70%	99%	98.5%	95.3%	99%	90.2%

Local	Average length of stay in B&B (in days)	N/A	24.5	22	14.4	12	11.9
Local	Average length of stay in dispersed (in days)	45	50	45	48	28	51
Local	Average length of stay in dispersed for families with children (in days)	52	61	34	41	28	55
Local	Average number of homeless households in dispersed accommodation	7.5	5.9	5.8	7.3	5	10.4
BV213	% of households whose situation was resolved by housing advice	N/A	N/A	N/A	N/A	75%	N/A
NI 156 <i>(new for 08/09)</i>	Number of households living in temporary accommodation	--	--	--	13	10	11
	Housing Applications						
Local	% Housing applications answered within 6 days	96%	99%	95%	52%	95%	52%
	Repairs						
Housemark	% urgent repairs completed within Government time limits	88.1%	85.7%	89.59%	78%	92%	78%
Housemark	% emergency repairs completed on time	97.4%	98.4%	93.6%	84.36%	94%	87%
Housemark	% routine repairs completed on time	83.4%	92.9%	92.3%	77.26%	93%	77%
Housemark	% urgent repairs completed on time	81.6%	93.2%	78.7%	74.86%	90%	69%
NI 158 <i>(was BV184a)</i>	Proportion of homes which are non-decent	--	--	17.8%	2%	1.75%	N/A
Local	Average time taken to complete non-urgent repairs (in days)	9.7	7.6	10	13.7	8	13.3
	General Management						
NI 160 <i>(new for 08/09)</i>	Local authority's tenants' satisfaction with landlord's services	--	--	--	--	82%	87%

RENT ARREARS as at week ending 4th January 2009				
Area	Current £	% Gross Debit	Former Tenants £	% Gross Debit
Central	89,740.18	5.29	22,857.51	1.35
Dalton	21,607.96	3.22	3,487.88	0.52
Roosegate	79,335.55	3.64	18,235.84	0.84
Ormsgill	65,116.11	3.31	54,697.34	2.78
Walney	29,255.99	2.46	5,373.53	0.45
Miscellaneous	2,003.86	10.15	27.96	0.14
Dwellings total	287,059.65	3.72	104,680.06	1.35
Garages	6,385.32	3.94	1,509.36	0.93
Homeless	3,140.55	6.01	20,926.42	40.03
Total	296,585.52	3.73	127,115.84	0.93
Grand Total	£423,701.36 5.34%			

FORMER TENANT ARREARS

Former tenants arrears written off in period April - December 2008 = £149,284.53

VOIDS from 7th April 2008 to 4th January 2009

	Central	Dalton	Ormsgill	Roosegate	Walney	Total
1 Bedroom						
Ground-floor flat	13	1	22	17	6	59
Upper-floor flat	26	3	22	7	8	66
Bungalow	1	1	4	2	5	13
Sub total	40	5	48	26	19	138
2 Bedrooms						
Ground-floor flat	0	1	6	4	0	11
Upper-floor flat	9	1	14	5	1	30
Bungalow	0	0	0	0	0	0
House	8	0	5	13	2	28
Sub-total	17	2	25	22	3	69
3 Bedrooms						
Ground-floor flat	1	0	0	0	0	1
Upper-floor flat	0	0	0	0	0	0
Bungalow	0	0	0	0	0	0
House	5	3	10	10	6	34
Sub-total	6	3	10	10	6	35
4 Bedrooms						
House	0	0	0	2	0	2
5 Bedrooms						
House	0	0	0	0	0	0
Total	63	10	83	60	28	244

OFFERS OF ACCOMMODATION made and refused between 7th April 2008 to 4th January 2009

Area	Property Details	Area	Condition	Personal circumstances	No reply to offer	Other reasons	Withdrawn	Total
Central	4	3	2	1	0	0	0	10
Dalton	0	0	2	0	0	1	0	3
Ormsgill	1	5	0	1	1	1	0	9
Roosegate	7	6	1	1	0	2	0	17
Walney	2	1	0	3	0	0	0	6
Total	14	15	5	6	1	4	0	45

NEW TENANCIES
7th April 2008 to 4th January 2009

<i>Applicant Type</i>	<i>No.</i>
Housing Register	153
Transfers:	62
General Management	3
Management	17
Medical	20
Under/over Occupancy	22
Homeless (monitored from October 2004)	32
Mutual Exchanges	10

HOUSING PROPERTY AS AT 31st December 2008

TYPE OF PROPERTY	NO. OF BEDS.	CENTRAL	DALTON	ORMSGILL	ROOSE	SHOPS	DISPERSED	WALNEY	TOTAL
BUNGALOWS	1	13	35	27	14			54	143
	2		5						5
	3			4	4				8
FLATS	1	320	30	212	242		6	146	956
	2	62	12	161	51		5	16	307
	3	3	1		1		2	1	8
HOUSES	2	80	19	66	143			76	384
	3	133	114	220	252			119	838
	4	9	4	7	51			4	75
	5				5				5
SUB-TOTAL		620	220	697	763		13	416	2,729
SHOPS	0					16			16
	2					4			4
	3					0			0
	4					1			1
HOSTEL FLATLETS	1						0		0
	2						0		0
GRAND TOTAL		620	220	697	763	21	13	416	2,750
GARAGES		207	42	68				167	484

SOLD PROPERTIES

7th April 2008 to 4th January 2009

AREA	PROPERTY TYPE	BEDROOMS	TOTAL
Abbotsmead	House	2	1
	House	3	1
Greengate South	House	2	1
Tummerhill	House	2	1
TOTAL			4

RESOLVED:- That the performance information report be noted.

53 – Planned Maintenance Programme

The Housing Manager reported information relating to the progress of the planned maintenance programme for 2008/09. The information is attached at **Appendix B** to these Minutes.

RESOLVED:- To note the information

54 – Request for Adaptations to a Council Property – Ewan Close, Barrow-in-Furness

The Housing Manager submitted a report to consider a request for adaptations to be carried out at a property on Ewan Close, Barrow-in-Furness costing approximately £31,000. Members' instructions were requested.

RECOMMENDED:- That the request for disabled adaptations to be carried out at a property on Ewan Close, Barrow-in-Furness be approved.

55 – Request for Adaptations to a Council Property – Hemplands Avenue, Barrow-in-Furness

The Housing Manager submitted a report to consider a request for adaptations to be carried out at a property on Hemplands Avenue, Barrow-in-Furness costing approximately £20,000. Members' instructions were requested.

RECOMMENDED:- That the request for disabled adaptations to be carried out at a property on Hemplands Avenue, Barrow-in-Furness be approved.

56 – Request for Adaptations to a Council Property – Lorne Road, Barrow-in-Furness

The Housing Manager submitted a report to consider a request for adaptations to be carried out at a property on Lorne Road, Barrow-in-Furness costing approximately £6,000. Members' instructions were requested.

RECOMMENDED:- That the request for disabled adaptations to be carried out at a property on Lorne Road, Barrow-in-Furness be approved.

The meeting closed at 2.23 p.m.

Planned Maintenance Programme 2009 - 2011			
The following works will be carried out during the course of 2009/10/11			
Type of work	2009/2010		2010/2011 (provisional)
Kitchen installations	Angle Meadow Lane (Flats) Ewan Close (Flats) Yew Tree Gardens (Flats) Yew Tree Terrace (Flats) Yew Tree Walk (Flats) Cumberland Court (Houses) Clive Street (Houses)	McClintock Street (Houses) Flas Meadows (House) Franklin Street (House) Hindpool Road (Houses) Stackwood Avenue (3) Millstone Ave (Flats) Park Road (Flats)	The Council is preparing to undertake a Stock Condition Survey in the near future. The results of the Survey will be used to inform future Kitchen, Bathroom, and Rewire Investment Programmes.
Bathroom installations	Urswick Green (Houses) Himalaya Avenue (Houses) Kendal Croft (Bungalows) Little Croft Gleaston Avenue (Houses) Westminster Ave (Houses) Calder Green (Bungalows) Court Guards (Houses) Netherfield Close (House) Orcades Green (House) Ribble Gardens (Houses)	Severn Road (Houses) Long Bank (Houses) Church Lane (House) Dale Bank (Houses) Frome Road (Houses) Duddon Drive (Houses) Sowerby Avenue (Houses) Chichester Place (Houses) Grosvenor Street (Houses) Sandscale Terr (Houses)	
Electrical rewires	Ewan Close (2009)		
Central Heating installations	Anson Street (Flats) 3 Blake Street (Flat) 1 Cavendish St (Flats) 3 Hartington St (Flat) 1 McCleane Close (Flats) 3 Michaelson Villa (Flat) 1 Bridge House (Flat) 1 Coronation Drive (House) 1 Dalton Fields Lane (House) 1 Duke St, Dalton (Houses) 5 Lord St, Dalton (Houses) 11 Newton Rd, Dalton (Houses) 3 Ruskin Ave (Flats/Houses) 4 Rydal Close (Houses) 2 Storey Square (House) 1 Thirlmere Close (Houses) 2 Ullswater Close (Houses) 4 Victoria Street (House) 1 Windermere Close (Houses) 5 Angle Meadow Lane (Flat) 1 Broad Close (Flats) 3	Chester Place (Flat) 1 Hazel Close (Flats) 2 High Cliff (Flat) 1 Low White Close (Flats) 2 Middle White Close (Flat) 1 Mill Bank (Flat) 1 Park Road (Flats) 2 Pennine Gardens (Flats) 2 Bardsea Road (House) 1 Cloisters Avenue (House) 1 Ewan Close (Flats) 73 Fife Street (House) 1 Gleaston Avenue (House) 1 Lorne Road (Houses) 4 Newton Brow (Flats/Houses) 6 Park Avenue (House) 1 Piel View Grove (Houses) 8 Irwell Road (Flats) 2 Roding Green (Flats) 7 Witham Walk (Flats) 2	Raglan Court (Flats) 3 Duke Street (House) 1 Chiltern Crescent (Flat) 1 Grosvenor Street (Houses) 2 Low White Close (Flats) 2 Meetings View (Houses) 2 Middlefield (House) 1 Ormsgill Lane (Houses) 2 Paxway Terrace (Houses) 3 Pennine Gardens (Flat) 1 Sandscale Terrace (House) 1 Sike Meadow (Houses) 4 Whinsfield Avenue (Houses) 7 Broadway (Houses) 26 Dale Bank (House) 1 Gateway (Houses) 13 Longway (Houses) 70 Roose Road (Houses) 8 Salthouse Road (Houses) 2 Stackwood Ave (Houses) 2 Westway (Houses) 19
Painting	Greengate/Risedale		Dalton

PLANNED MAINTENANCE PROGRAMME 2008/09

APPENDIX B

SCHEME	CONTRACTOR OR SUPPLIER	CONTRACTOR	AVAILABLE BUDGET	No of Dwellings ORIGINAL	No of Dwellings REFUSED	No of Dwellings COMPLETED	INVOICES RECEIVED AND PAID TO DATE (£'s)	COMMENTS
REWIRES	CUMBRIA HOUSING PARTNERS	KEITH WILSON	£250,000	71	3	65	£219,094.00	97% COMPLETE
ONE OFF REWIRES	CUMBRIA HOUSING PARTNERS	KEITH WILSON	£0	0	0	14	£33,427.00	100% COMPLETE
ELECTRICAL TESTING	HOUSING MAINTENANCE CONTRACT	INTEGRAL	£175,000	500	5	425	£7,468.00	95% COMPLETE
BATHROOMS I	CUMBRIA HOUSING PARTNERS	AB MITCHELL	£150,000	78	30	47	£92,090.00	100% COMPLETE
BATHROOMS II	HOUSING MAINTENANCE CONTRACT	INTEGRAL	£100,000	50	17	30	£88,000.00	90% COMPLETE
KITCHENS I	CUMBRIA HOUSING PARTNERS	AB MITCHELL	£275,000	135	27	100	£207,314.00	100% COMPLETE
KITCHENS II	HOUSING MAINTENANCE CONTRACT	INTEGRAL	£225,000	50	13	36	£115,580.00	100% COMPLETE
ONE OFF KITCHENS	HOUSING MAINTENANCE CONTRACT	INTEGRAL	£0	0	0	55	£1,591.00	100% COMPLETE
HEATING I	CUMBRIA HOUSING PARTNERS	AB MITCHELL	£375,000	120	0	106	£365,339.00	80% COMPLETE
HEATING II	HOUSING MAINTENANCE CONTRACT	INTEGRAL	£375,000	100	16	85	£324,628.00	97% COMPLETE
ONE OFF HEATING	HOUSING MAINTENANCE CONTRACT	INTEGRAL	£50,000	8	0	8	£23,919.00	100% COMPLETE
ONE OFF HEATING	CUMBRIA HOUSING PARTNERS	AB MITCHELL	£50,000	10	0	11	£13,059.00	75% COMPLETE
DIGITAL TV	NEGOTIATED	AERIALEK	£60,000	190	4	190	£37,070.00	100% COMPLETE
ROOFING	TENDERED	CUMBRIA ROOFING	£88,000	16	0	16	£57,098.00	100% COMPLETE
DISABLED ADAPTATIONS	TENDERED	AB MITCHELL	£250,000			109	£118,329.00	N/A
PAINTING (Central)	NEGOTIATED	B MONCUR	£130,000	500	0	499	138769*	100% COMPLETE
PAINTING (07/08 Committed)	NEGOTIATED	B MONCUR	£70,000				£34,420.00	100% COMPLETE

Prices shown are correct at 28th October 2008 and will be updated for your next meeting

APPENDIX 3

SCHEDULE OF PROPERTIES IN SUB AREA D TO BE DEMOLISHED

UPRN	Ward	Address
36015000	HIN	10 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015001	HIN	12 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015002	HIN	14 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015003	HIN	16 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015004	HIN	18 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015005	HIN	20 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015006	HIN	22 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015007	HIN	24 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015008	HIN	26 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015009	HIN	28 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015010	HIN	30 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015011	HIN	32 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015012	HIN	34 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015013	HIN	36 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015014	HIN	38 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015015	HIN	4 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015016	HIN	40 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015017	HIN	42 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015018	HIN	44 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015019	HIN	46 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015020	HIN	48 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015021	HIN	50 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015022	HIN	52 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015023	HIN	54 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015024	HIN	56 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015025	HIN	58 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015026	HIN	6 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015027	HIN	60 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015028	HIN	62 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015029	HIN	64 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015030	HIN	66 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015031	HIN	72 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015032	HIN	74 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015033	HIN	76 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015034	HIN	78 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015035	HIN	8 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015036	HIN	80 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015037	HIN	82 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015038	HIN	84 Arthur Street Barrow-in-Furness Cumbria LA14 1BH
36015039	HIN	1 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015040	HIN	11 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ

UPRN	Ward	Address
36015041	HIN	13 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015042	HIN	15 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015043	HIN	17 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015044	HIN	19 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015045	HIN	21 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015046	HIN	23 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015047	HIN	25 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015048	HIN	27 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015049	HIN	29 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015050	HIN	3 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015051	HIN	31 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015052	HIN	33 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015053	HIN	35 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015054	HIN	37 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015055	HIN	39 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015056	HIN	41 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015057	HIN	43 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015058	HIN	45 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015059	HIN	47 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015060	HIN	49 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015061	HIN	5 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015062	HIN	51 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015063	HIN	53 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015064	HIN	55 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015065	HIN	57 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015066	HIN	59 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015067	HIN	61 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015068	HIN	63 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015069	HIN	65 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015070	HIN	67 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015071	HIN	69 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015072	HIN	7 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015073	HIN	71 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015074	HIN	73 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015075	HIN	75 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015076	HIN	77 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015077	HIN	79 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015078	HIN	81 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015079	HIN	83 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015080	HIN	9 Arthur Street Barrow-in-Furness Cumbria LA14 1BJ
36015081	HIN	1 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015082	HIN	11 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015083	HIN	13 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015084	HIN	15 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015085	HIN	17 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL

UPRN	Ward	Address
36015086	HIN	19 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015087	HIN	21 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015088	HIN	23 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015089	HIN	25 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015090	HIN	27 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015091	HIN	29 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015092	HIN	3 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015093	HIN	31 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015094	HIN	33 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015095	HIN	35 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015096	HIN	37 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015097	HIN	39 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015098	HIN	41 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015099	HIN	43 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015100	HIN	45 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015101	HIN	47 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015102	HIN	49 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015103	HIN	5 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015104	HIN	51 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015105	HIN	53 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015106	HIN	55 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015107	HIN	57 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015108	HIN	59 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015109	HIN	61 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015110	HIN	63 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015111	HIN	65 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015112	HIN	67 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015113	HIN	69 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015114	HIN	7 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015115	HIN	71 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015116	HIN	73 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015117	HIN	75 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015118	HIN	77 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015119	HIN	79 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015120	HIN	81 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36015122	HIN	9 Sutherland Street Barrow-in-Furness Cumbria LA14 1BL
36014825	HIN	98 Crellin Street Barrow-in-Furness Cumbria LA14 1AS
36044319	HIN	Warehouse Arthur St/Crellin St Barrow-in-Furness Cumbria LA14 1AS
36044467	HIN	100 Crellin St, Barrow-in-Furness Cumbria LA14 1AS

NORTH CENTRAL BARROW REDEVELOPMENT PROSPECTUS

Background

Barrow Borough Council has declared a renewal area in North Central Barrow. The renewal area is mainly residential, and contains about 800 properties, approximately 600 of which are pre-1919 terraced houses.

Declaration of the renewal area followed the completion of a neighbourhood renewal assessment.

http://www.barrowbc.gov.uk/pdf/North_Central_NRA_Report_June2006.pdf

This identified a range of factors relating to property conditions and wider social issues. The issues identified were considered across a number of “sub-areas”, and initial proposals put forward in 2006. These were subjected to extensive consultation, and revised proposals developed, which were adopted in the final renewal area declaration in 2008.

<http://www.barrowbc.gov.uk/pdf/NCNRADeclarationReportSep2008.pdf>

The renewal area scheme adopted envisages a combination of refurbishment work, together with some demolition and redevelopment. The Council intends to acquire and demolish 126 properties and make the resulting site available for development. This site will cover approximately 1.1 ha.

Vision for redevelopment

Currently, the housing market in central Barrow is dominated by pre-1919 terraced houses. Most houses of this type have very little outside space, and lack off-street parking. The intention of the Council in bringing forward partial redevelopment in North Central is to create additional options within the housing market in the area. In particular, proposals will be encouraged that increase the choice of accommodation type in the area, that include provision for different types and sizes of accommodation from that that already exists, that include additional private outside space and provision for off-street car parking. High standards as set out by the Code for Sustainable Homes will also be encouraged. The overall aim is to make the area one where people make a positive choice to live.

Development of this site will be subject to planning consent, but it is considered that the proposal to develop this site is in principle consistent with the policies outlined in the Housing Chapter of the Local Plan, in particular:

- Policy B3 (development of suitable unallocated sites)
- Policy B4 (density of new housing)
- Policy B5 (development of suitable brownfield sites)
- Policy B9 (redevelopment of cleared sites in Renewal Areas)

Schematic proposals put forward at the time of the Renewal Area Declaration Report indicated redevelopment on the site of:

- 36 no Flats
- 9 no Bungalows
- 41 no Houses

<http://www.barrowbc.gov.uk/PDF/NorthCentralNRAAug2008.pdf>

This combination is not mandatory, but gives an indication of the type of redevelopment the Council wishes to promote.

Timescales

The Council is in the process of acquiring the properties required for demolition and currently owns 87 out of 126 properties. Terms for the purchase of a further 12 have been agreed. The Council is proceeding with compulsory purchase procedures for the acquisition of the redevelopment site as a whole. It is not expected that a cleared site will be available before mid-2010.

To maintain the confidence of the local community in the renewal area process, the Council would seek to promote redevelopment of the site as quickly as possible. However, if necessary, redevelopment on a phased basis would be considered. In any case, the Council would wish to see significant redevelopment being commenced within 12 months of the site becoming available.

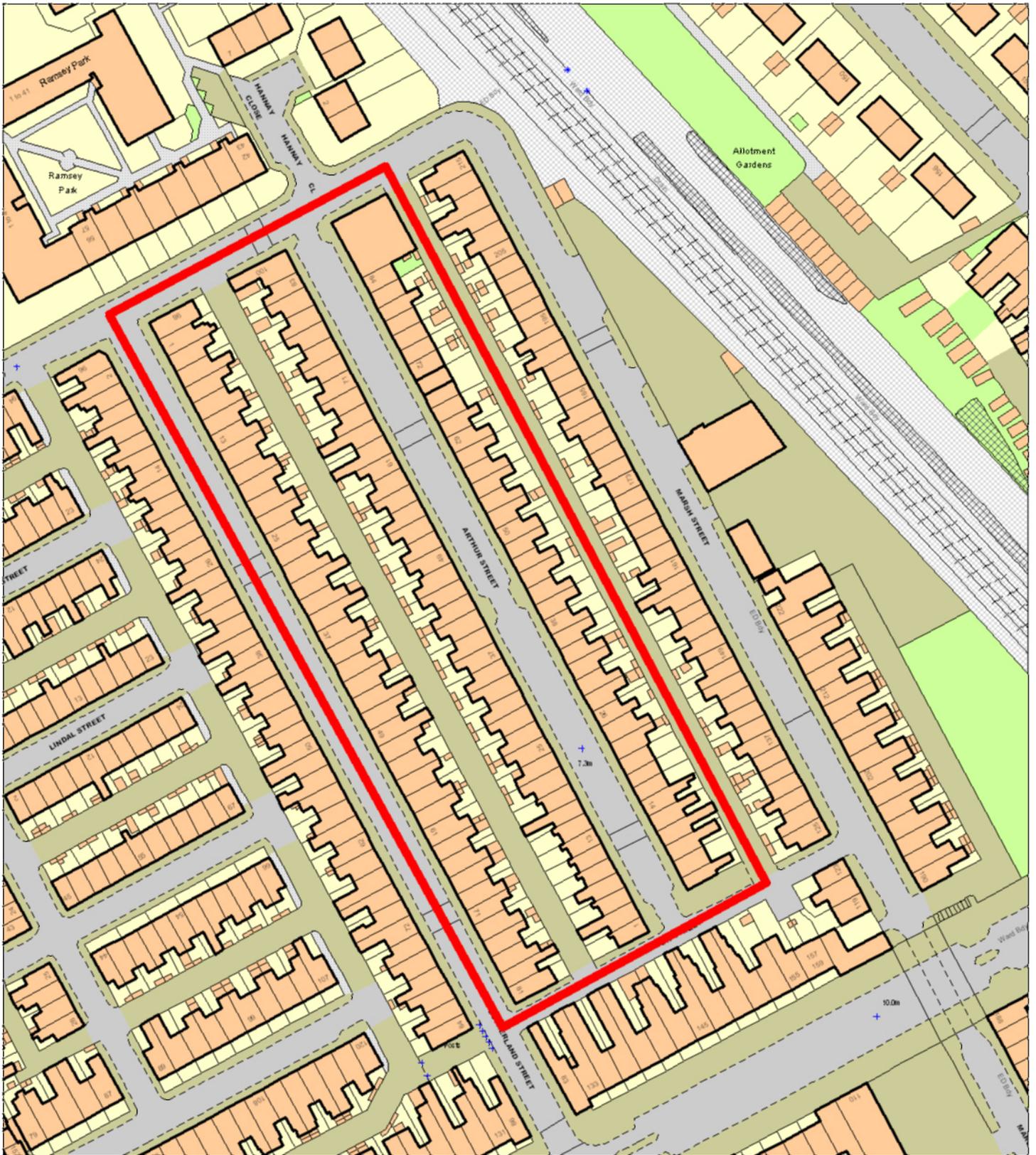
Expressions of Interest

Written expressions of interest are invited. These should set out:

- Proposed indicative mix of housing;
- Experience of similar schemes;
- Timescale envisaged for completion of the development;
- Any other relevant information.

The Council may seek additional information on the financial standing of organisations expressing interest.

North Central Renewal Area CPO Boundary



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Scale : 1:1250

Grid : None



Produced on : 24/03/2009



EXECUTIVE COMMITTEE	(D) Agenda Item 7
Date of Meeting: 10th June, 2009	
Reporting Officer: Chief Executive	
Title: Appointments on Outside Bodies, Panels, Working Groups etc.	
Summary and Conclusions:	
The Council has given delegated authority to Committees to make appointments to Outside Bodies, Forums (except Housing Management Forum) Panels, Working Groups etc. in accordance with the number and allocation of seats to political groups agreed at the Annual meeting.	
Details of nominations made by the political groups will be reported in appendices at a later date.	
Recommendation:	
That the appointments recommended by the political groups be considered and Committee determine the appointments to be made where nominations exceed the available places.	

Report

At the Annual meeting on 12th May, 2009 the allocation of seats in respect of Forums, Panels, Working Groups etc. and certain Outside Bodies will be considered by Council.

Council will be asked to recommend with the exception of the Housing Management Forum the allocation of seats on Outside Bodies, Forums, Panels, Working Groups etc. be delegated to the appropriate Committees to make the necessary appointments.

Group Leaders will supply details of the recommended appointments for confirmation by the Committee and these will be forwarded to you as soon as they are available.

(i) **Legal Implications**

When Councillors are acting as representatives on another authority they must comply with their Code of Conduct.

(ii) Financial Implications

Not Applicable.

(iii) Health and Safety Implications

Not Applicable.

(iv) Key Priorities or Corporate Aims

Not Applicable.

(v) Risk Assessment

Not Applicable.

(vi) Equal Opportunities

Not Applicable.

Background Papers

Not Applicable.

Appointments on Outside Bodies, Forums, Panels and Working Groups

Allotments Liaison Committee (9 seats – 4:2:1:1:1)

Councillors Barlow, Bleasdale, Dawes, J Hamezeian, James, Jefferson, Maltman, Millar and M Roberts.

Barrow Local Committee – Highways Advisory Group (3 seats – 2:1:0:0:0)

Councillors Barlow, Bell and McClure.

Cumbria Branch LGA (3 seats – 2:1:0:0:0)

Councillors Pidduck, Richardson and Williams.

Local Joint Consultative Committee (9 seats – 4:2:1:2:0)

Councillors Begley, Bell, Garnett, Guselli, R Hamezeian, Pidduck, Richardson, Stephenson and Williams.

Cemeteries and Crematorium Liaison Committee (5 seats – 2:1:1:1:0)

Councillors R Hamezeian, Hammond, Irwin, James and Unwin.

Health and Safety Joint Sub-Committee (9 seats – 4:1:2:1:1)

Councillors Bell, Flitcroft, Garnett, Guselli, R Hamezeian, Hammond, Millar, Solloway and Williams.

Barrow Borough Sports Council (3 seats – 2:1:0:0:0)

Councillors Callister, Pemberton and Unwin.

Wildlife and Heritage Advisory Committee (9 seats – 4:2:1:1:1)

Councillors J Hamezeian, Husband, James, Marcus, Pemberton, Stephenson Unwin, Waiting, and Wood.

Furness Strategic Partnership (2 seats – 1:1:0:0:0)

Councillors Pidduck and Richardson.

REPRESENTATIVES ON OUTSIDE BODIES, ETC. 2008/2009

- (1) AIR TRAINING CORPS (NO. 128 SQUADRON)
The Mayor (Councillor D Roberts).
- (2) ANCHOR STAYING PUT BARROW-IN-FURNESS ADVISORY GROUP
Councillors Bell and Waiting.

- (3) ASKAM AND IRELETH REGENERATION PARTNERSHIP
Councillor Heath and Unwin.
- (4) ASKAM COMMUNITY CENTRE LIMITED
Director: Councillor Heath.
- (5) BARROW AND DISTRICT COUNCIL FOR VOLUNTARY SERVICE
Councillor Flitcroft.
- (6) BARROW AND DISTRICT ACCIDENT PREVENTION COMMITTEE
Councillors Bell and Flitcroft.
- (7) BARROW BOROUGH ARTS FORUM
Councillors Marcus and Wood.
- (8) BARROW BOROUGH DISABILITY SPORT AND LEISURE FORUM:
GENERAL COMMITTEE
Councillors Flitcroft (Substitute: Councillor Marcus).
- (9) BARROW CHILDREN'S CENTRES ADVISORY GROUP
Councillor Heath.
- (10) BARROW EARLY INTERVENTION DOMESTIC VIOLENCE
PROJECT: MANAGEMENT COMMITTEE
Councillor M Roberts.
- (11) BARROW FOOD FORUM
Councillor Bell.
- (12) BARROW-IN-FURNESS CRIME AND DISORDER REDUCTION
PARTNERSHIP
Councillors Pidduck and Williams.
- (13) BARROW-IN-FURNESS PUBLIC SAFETY SCHEME LOCAL LIAISON
COMMITTEE
Councillors Bell, Pidduck and Williams.
- (14) BARROW-IN-FURNESS SEA CADET CORPS COMMITTEE
The Mayor (Councillor D Roberts).
- (15) BARROW AREA COMMUNITY LIAISON FORUM
Councillors Pidduck and Richardson.
- (16) BARROW TRANSPORT ADVISORY GROUP
Councillor Guselli.
- (17) BARROW VISION BOARD
The Leader and the Leader of the Opposition.

- (18) BILLINCOAT CHARITY TRUST
Councillors Heath, James and Unwin and Former
Councillors Maddox, F. G. Murray and L. Murray (until 2011).
- (19) BRITISH GAS HYDROCARBON RESOURCES LTD: LOCAL LIAISON
COMMITTEE
Councillors Bell, Pidduck and Wood.
- (20) BRITISH NUCLEAR FUELS LIMITED: RAMSDEN DOCK TERMINAL
STAKEHOLDER GROUP
Councillors McClure, Pidduck and Wood.
- (21) BUCCLEUCH HALL MANAGEMENT COMMITTEE
Councillor Bleasdale.
- (22) CENTRAL AND HINDPOOL NEIGHBOURHOOD MANAGEMENT
BOARD
Leader plus Councillors Irwin and Pidduck.
- (23) CHILDREN'S AND YOUNG PEOPLE'S WORKING GROUP
Councillor Heath.
- (24) CITIZENS' ADVICE BUREAU
Councillors Flitcroft and Wood.

COMMUNITY CENTRES

- (25) ASKAM AND IRELETH COMMUNITY CENTRE MANAGEMENT
COMMITTEE
Councillors Guselli and Unwin and two Councillors representing Dalton
North Ward (Councillors Bleasdale and Heath).
- (26) HAWCOAT COMMUNITY CENTRE MANAGEMENT COMMITTEE
Councillors Richardson and Guselli and one Councillor
representing Hawcoat Ward (Councillor JD Roberts).
- (27) ROOSEGATE COMMUNITY HALL MANAGEMENT COMMITTEE
Councillors Guselli and Williams and one Councillor representing
Roosecote Ward (Councillor McClure).
-
- (28) COUNTY/DISTRICT TRANSPORT LIAISON GROUP
Councillors Bleasdale and Williams.
- (29) CUMBRIA ALCOHOL AND DRUG ADVISORY SERVICE
Councillor Flitcroft.
- (30) CUMBRIA COMMUNITY LEGAL SERVICES PARTNERSHIP
Councillor Pemberton.

- (31) CUMBRIA HEALTH AND WELL BEING SCRUTINY COMMITTEE
Councillor Heath.
- (32) CUMBRIA PENSIONS FORUM
Councillor Williams.
- (33) CUMBRIA PLAYING FIELDS ASSOCIATION
Councillor Pemberton.
- (34) CUMBRIA STRATEGIC PARTNERSHIP
Councillor Richardson (Substitute: Councillor Williams).
- (35) CUMBRIA STRATEGIC WASTE PARTNERSHIP
Councillor Williams.
- (36) CUMBRIA SUB-REGIONAL HOUSING OFFICERS GROUP
Councillor James.
- (37) CUMBRIA SUPPORTING PEOPLE FORUM
Councillor James.
- (38) CUMBRIA TOURIST BOARD
General Council: Councillor Williams.
Deputy: Councillor Bell.
- (39) CUMBRIA VALUATION TRIBUNAL
Councillor D. Pidduck (Appointed to 31.3.2009).
Mr R. A. Bedgar (Appointed to 31.3.2012).
- (40) CUMBRIA VISION BOARD: BARROW/SOUTH LAKELAND
Councillor Richardson.
- (41) DALTON DEVELOPMENT PARTNERSHIP
Councillor Bell.
- (42) DUDDON ESTUARY PARTNERSHIP
Councillors Bell and Bleasdale.
- (43) EQUALITIES WORKING PARTY
Councillor Flitcroft.
- (44) EXECUTIVE COMMISSIONING GROUP
The Chairman of the Housing Management Forum (Councillor James).
- (45) FAIRTRADE WORKING GROUP
Councillor Barlow and Stephenson.
- (46) FRIENDS OF WALNEY
Councillor Marcus.

- (47) FURNESS DRUG REFERENCE GROUP
Councillor Flitcroft.
- (48) FURNESS ENTERPRISE: SUPERVISORY BOARD
Non Executive Directors – Councillors Pidduck and Richardson and the
Chief Executive.
- (49) FURNESS LOCAL PARTNERSHIP GROUP – SCHOOLS
ORGANISATION
Councillors Guselli and Williams.
- (50) FURNESS MARITIME TRUST
Council of Trustees:- Councillors Dawes, Irwin, Unwin and Williams plus
the Chief Executive and Borough Treasurer.
- (51) HEALTH SCRUTINY CROSS PARTY WORKING GROUP:
(CUMBRIA HEALTH OVERVIEW AND SCRUTINY COMMITTEE)
Councillor Heath.

Substitute 1: Councillor Dawes
Substitute 2: Councillor Wood
- (52) HEART OF BARROW BOARD
Councillor Richardson plus Chief Executive.
- (53) JOINT ICT PROJECT BOARD
Councillor Williams, Director of Corporate Services and Borough
Treasurer.
- (54) JOINT PROCEUREMENT WITH SLDC – REFUSE COLLECTION
Councillor Williams.
- (55) JOINT RURAL PARTNERSHIPS PROJECT WORKER: ASKAM AND
IRELETH AND DALTON STEERING GROUP
Councillor Heath.
- (56) LAKES WORLD HERITAGE SITE STEERING GROUP
Councillor Guselli.
- (57) LANCASTER UNIVERSITY: COURT CLASS (F)(4)
The Mayor.
- (58) LIBERATA PARTNERSHIP BOARD
Councillors Richardson, Waiting and Williams.
- (59) LOCAL GOVERNMENT ASSOCIATION: GENERAL ASSEMBLY
Councillor Richardson.

- (60) LOCAL GOVERNMENT ASSOCIATION NUCLEAR ISSUES SPECIAL INTEREST GROUP
Leader of the Council: Councillor Richardson.
Councillor Williams.
- (61) LOCAL GOVERNMENT INFORMATION UNIT: MANAGEMENT COMMITTEE
Councillor Flitcroft.
- (62) NATIONAL PARKING ADJUDICATION SERVICE COMMITTEE
Councillor Williams (Substitute: Councillor Dawes).
- (63) NATIONAL SOCIETY FOR CLEAN AIR
Councillors James, McClure and Roberts and the Chief Environmental Health Officer or a member of his staff.
- (64) NORTH WEST COUNCILS AGAINST FLUORIDATION
Councillor Pemberton.
- (65) NORTH WESTERN LOCAL AUTHORITIES' EMPLOYERS' ORGANISATION
Councillor Williams
Substitute: Councillor Guselli.
- (66) NORTH WEST RAIL STEERING GROUP
Councillor Williams.
- (67) PARISH COUNCIL LIAISON MEETINGS
- (1) Askam and Ireleth
Dalton North Ward Councillors (Councillors Bleasdale, Heath and Unwin). Executive Committee – Councillors Pidduck, Richardson and Williams.
- (2) Dalton with Newton
Dalton North Ward Councillors (Councillors Bleasdale, Heath, and Unwin), Dalton South Ward Councillors (Councillors Bell, James and Millar). Executive Committee – Councillors Pidduck, Richardson and Williams.
- (68) REPOSITORY SHADOW PARTNERSHIP
Councillor Williams.
- (69) SCRUTINY OF LOCAL HEALTH
Councillor Flitcroft.
- (70) SELLAFIELD LOCAL LIAISON COMMITTEE
Observer: Councillor Dawes.

- (71) SENIOR CITIZENS' CLUBS: EXECUTIVE COMMITTEE
Councillor Bleasdale and Flitcroft.
- (72) SUPPORTING PEOPLE COMMISSIONING BODY
Councillor James and Housing Manager.
- (73) WEST LAKES RENAISSANCE BOARD
Director: Councillor Richardson.

MEMBERSHIP OF FORUMS, PANELS, WORKING GROUPS ETC. 2008/2009

EXECUTIVE COMMITTEE

Medical Assessment/Housing Applications Appeals Panel

3 Members selected by Chief Executive in accordance with proportionality rules.

Review Board – Housing Register/Homeless Applicants

3 Members selected by Chief Executive in accordance with proportionality rules.

Private Rented Accommodation Group (Accredited Letting Scheme and Proposed Licensing)

3 Members selected by Chief Executive in accordance with proportionality rules.

Renovation Grants Panel (2:1:1:0:0)

Councillors James, Jefferson, J. R. Richardson and Waiting.

Planning Policy Working Group (3:1:1:1:0)

(Three Members Executive Committee and three Members Planning Committee).

Conservative – Councillors Bleasdale (Planning), McClure (Planning) and Williams (Executive)

Labour – Husband (Planning)

Independent Group – Stephenson (Executive)

Socialist People's Party – J Hamezeian (Executive)

Member Training Working Group (2:1:1:0:0)

Councillors Flitcroft, Pidduck, Stephenson and Williams.

Early Retirement Panel (2:1:1:0:0)

Councillors Pidduck, Richardson, Solloway and Williams.

Grading Appeals Panel (2:1:0:1:0)

Councillors J Hamezeian, Pidduck, Richardson and Williams.

Local Government Working Group (4:2:1:1:1)

Garnett, Guselli. Pidduck, Richardson, Roberts and Williams plus 1 Independent. 1 Socialist People's Party and 1 Barrow Borough Independent.

Health and Safety Management Board

Councillors Barlow, Bell, Callister, Guselli and Williams.

EXECUTIVE COMMITTEE	(D) Agenda Item 8
Date of Meeting: 10th June, 2009	
Reporting Officer: Borough Treasurer	
<p>Title: Capital Programme 2008-2009 Provisional Outturn and 2009-2010 to 2011-2012 Monitoring Report to 31st May 2009</p> <p>Summary and Conclusions:</p> <p>This report updates members on the provisional outturn for the year ended 31st March 2009 and the progress and variations to the current programme to the end on May 2009.</p> <p>Recommendations:</p> <p>To note the provisional outturn for 2008/2009 and approve the variations to the Capital Programme.</p>	

Report

I. Capital Programme 2008/2009 Provisional Outturn as at 31st March 2009

The provisional outturn of the capital programme for 2008/2009 as at 31st March 2009 is summarised below:

Capital Programme	2008/2009 Budget as at 31/12/2008 reported 28/01/2009	2008/2009 Provisional Outturn As at 31/03/2009
Public Housing	1,985,702	2,003,985
Private Housing	1,125,619	1,038,849
Housing Market Renewal	4,181,396	3,357,232
Public Buildings	1,538,250	1,011,357
Other Public Assets	7,704,318	8,047,322
Other Initiatives	2,063,323	299,470
Total	18,598,608	15,758,215

Funded By		
Borrowing	2,116,201	2,116,201
Grants	12,481,797	10,917,051

Major Repairs Reserve	1,951,210	1,977,994
Usable Capital Receipts	2,049,400	643,059
Revenue Funding	0	30,440
Earmarked Reserves	0	73,470
Total Funding	18,598,608	15,758,215

Major (over £10,000) alterations to the programme compared to previously reported programme on 28th January 2009 are as follows:

- 1) £2,959,369 Re-profiled from 2008/2009 to 2009/2010 (**Appendix 1**)
- 2) Investment / Contingency Fund allocated
 - Walney Island Waste Tip Site Investigations £5,452
 - Dalton Road Ambassador Restaurant under spend (£11,000)
 - Marine Village Land Acquisition £30,000
 - IT Equipment & Development £15,500
- 3) Public Buildings Contingency Fund allocated
 - Dock Museum Project Management Fees £15,560
- 4) Working Neighbourhood Funds pre development budget allocated
 - Link Road Phase II £23,412
 - Furness House Landscaping £7,000
 - Pye Motors /Haughins Garage Site £30,762
 - Cavendish Street/Scott Street Streetscapes £27,625
 - 104 Abbey Road £7,023
- 5) Revised Funding
 - Refuse & Recycling Containers £73,470 from Opportunities Fund
 - Capitalised Planned Maintenance MRR/RCCO £26,784
 - IT Equipment & Development £30,000 revenue funding
 - Emlyn Street Improvements project under spend (£37,392) revised WLR funding
- 6) Revised Receipts
 - Receipts from sale of council houses (£5,900)
 - Miscellaneous Receipts (£86,000)
 - Housing Market Renewal Receipts £120,000

II. Capital Programme 2009/2012 Monitoring Report

The three year capital programme 2009/2010 to 2011/2012 is summarised below:

Capital Programme	2009/2010 Budget	2010/2011 Budget	2011/2012 Budget
As at 31/12/2008	£12,598,261	£12,533,132	£7,209,116
As at 31/03/2009	£14,895,748	£11,648,267	£7,001,275
Difference	£2,297,487	£884,865	£207,841

	2009/2010 Budget	2010/2011 Budget	2011/2012 Budget
Total Programme	£14,895,748	£11,648,267	£7,001,275
Funded by:			
Borrowing	£2,000,000	£2,000,000	£2,000,000
Grants	£8,836,446	£7,195,278	£2,553,046
Major Repairs Reserve	£1,902,701	£1,955,489	£1,995,729
Earmarked Reserves	£142,860	£0	£0
Usable Capital Receipts	£2,013,741	£497,500	£452,500

Major (over £10,000) alterations to the programme compared to previously reported programme on 28th January 2009 are as follows:

- 1) £2,959,369 re-profiled from 2008/2009 to 2009/2010 (**Appendix 1**)
- 2) Housing Capital Grant reduced from £2,364,360 to £1,493,000 per annum budget adjusted as follows
 - Miscellaneous Central Acquisitions 2009/2010 (£300,000)
 - Marsh Street Group Repair 2009/2010 (£275,000), 2010/2011 (£195,000), 2011/2012 (£130,000).
 - Hindpool Environmental Improvements Pocket Parks 2009/2010 (£250,000).
 - Hindpool Environmental Improvements Key Street 2010/2011 (£150,000).
 - Hindpool Urban Park 2009/2010 £74,667.
 - Central Area E Group Repair 2010/2011 (£718,310), 2011/2012 (£525,000).
 - Central Area A Environmental Improvements 2009/2010 (£70,519).
 - Central Area A Environmental Improvements £300,000 transferred from 2009/2010 to 2011/2012
 - Housing Capital Grant to be allocated 2011/2012 £147,159

- 3) Revised funding
 - Link Road Phase II £2,108,000 NWDA funding approved 2009/2010 & 2010/2011
 - Link Road Phase II £500,000 CCC funding approved
 - North Central Renewal Acquisitions Revised WLR Grant (£231,368) 2009/2010, £136,391 2010/2011
 - Furness House Landscaping £216,000 NWDA funding approved 2009/2010
 - Refuse & Recycling Containers £52,860 from Opportunities Fund
 - Public Buildings Alternative Energy Sources £90,000 from Opportunities Fund

- 4) Public Buildings Contingency Fund allocated
 - Market Hall Asbestos Works 2009/2010 £200,000
 - Town Hall Lift 2009/2010 £40,000
 - Craven House Lifts 2009/2010 £45,000 and 2010/2011 £45,000

- 5) Working Neighbourhood Funds Allocated
 - 104 Abbey Road £172,667
 - Abbey Road Streetscapes £15,000

- 6) Revised Receipts
 - Housing Market Renewal Receipts £360,000
 - Miscellaneous Receipts (£200,000)

- 7) Budget transfers 2009/2010
 - £150,000 transfer from Rural Regeneration to Rural Regeneration Piel Island
 - £50,000 transfer from Investment/Contingency to Rural Regeneration Piel Island
 - £38,000 transfer from Relocation Grants to Central Acquisitions
 - £30,000 transfer from Central Miscellaneous Acquisitions to Central Refurbishment Property Swaps
 - £31,976 transfer from Thermal Improvement Grants to Disabled Facilities Grants

(i) Legal Implications

None

(ii) Financial Implications

As detailed in the report

(iii) Health and Safety Implications

Not Applicable.

(iv) Key Priorities or Corporate Aims

Not Applicable.

(v) Risk Assessment

Not Applicable.

(vi) Equal Opportunities

None

Background Papers

Not Applicable

**Barrow Borough Council
Capital Programme 2008/2012**

Appendix

	2009-2010 Budget	2010-2011 Budget	2011-2012 Budget
Capitalised planned maintenance	1,902,701	1,955,489	1,995,729
Housing IT System	8,501	-	-
Total Investment in public housing	1,911,202	1,955,489	1,995,729
Renovation grants	75,000	75,000	75,000
Disabled facilities grants	620,976	589,000	589,000
Minor repair grants	163,125	163,125	163,125
Thermal Improvement Grants	75,000	75,000	75,000
Cavity Wall & Loft Insulation Grants	-	-	-
Warm Front Grants	-	-	-
Stay put agency	53,762	53,762	53,762
Wordsworth Street	45,704	-	-
Total Investment in private housing	1,033,567	955,887	955,887
Central Old Bakery / Buccleuch Court	-	-	-
Relocation Grants	91,621	-	-
North Central Renewal - Acquisitions Sub Area D	1,679,535	-	-
Central Misc Acquisitions	100,000	54,701	-
Central Refurbishment Property Swaps	56,953	-	-
Central Renewal	-	-	-
188 Marsh Street	50,311	-	-
North Central Renewal	-	431,690	-
Greengate Street Garages - Site Preparation	140,000	-	-
Sutherland Street Group Repair	525,000	350,000	-
Marsh Street Group Repair	100,000	500,000	400,000
Central Area E Group Repair	-	-	750,000
Central Area A Environmental Improvements	-	-	300,000
Hindpool Urban Park Phase 1 & 2	100,000	-	-
Hindpool Clearance / Renewal	17,330	-	-
Hindpool Environmental Improvements - Gateway	136,070	-	-
Hindpool Environmental Improvements - Key Streets	419,034	-	-
Hindpool Environmental Improvements - Pocket Parks	186,601	-	-
Neighbourhood Management Office Refurbishment	-	-	-
Investment in Housing Market Renewal	3,602,455	1,336,391	1,450,000
Housing Capital Grant - to be allocated	-	-	147,159
Total Investment in housing	6,547,224	4,247,767	4,548,775
Cemetery	66,775	294,000	42,000
Dock Museum	77,000	35,000	-
Forum 28	170,380	-	-
Leisure Centre	117,329	-	-
Market Hall & Mall	419,365	-	-
Public Conveniences	65,011	100,000	50,000
Roof Top Car Park	120,219	-	-
Town Hall	374,478	200,000	200,000
Public Buildings Alternative Energy Sources	73,619	-	-
Craven House	45,000	45,000	-
Burlington House	-	400,000	-
Public Buildings Contingency Fund	69,584	6,000	708,000
Total Investment in Public Buildings	1,598,760	1,080,000	1,000,000
Askam Community Centre	250,000	-	-
Emlyn Street Improvements	25,162	-	-
Play Areas	223,732	100,000	100,000
Barrow Park	118,312	12,500	-
No 1 Smallholding Flass Lane	-	-	-
Play Projects Biggar Bank & Abbotswood	85,581	-	-
Barrow Park Skate Park	14,092	-	-
Playing Fields	50,000	25,000	25,000
Walney Island Waste Tips Site Investigations	-	-	-
Duke Street /Cavendish Street Environmental Improvements	-	-	-
Forge Close Business Units	65,332	-	-
James Freel Close Business Units	30,155	-	-
Advance Workspace Units - Site Adjacent Waterside House	1,316,878	1,000,000	-

**Barrow Borough Council
Capital Programme 2008/2012**

Appendix

	2009-2010 Budget	2010-2011 Budget	2011-2012 Budget
Pye Motors / Haughins Garage Site	222,500	-	-
77/79 Duke Street	23,650	-	-
Flass Lane Risedale/Hospice Units	5,950	-	-
Emlyn Hughes House - Gateway Offices	1,320	-	-
104 Abbey Road (Cookees Building)	307,667	-	-
Link Road	2,510,221	58,669	-
Dalton Road Streetscapes	29,363	-	-
Abbey Road Streetscapes	54,197	-	-
Cavendish St / Scott St Streetscapes	-	-	-
Furness House landscaping	216,789	-	-
Ormsgill Skateboard Park	-	-	-
Barrow Island Dundalk Street Community Facility	-	-	-
Barrow Island Stanley Road Sports Facility	-	-	-
Urban Design Framework Review	-	-	-
Marina Village Land Assembly	6,096	-	-
Marine Village Consultancy	9,050	-	-
Street Furniture	10,000	10,000	10,000
Footpath Lighting	9,262	15,000	15,000
Amenity Tree Planting	45,299	22,000	22,000
IT Equipment & Development	100,000	100,000	100,000
Refuse and Recycling Containers	119,802	40,000	40,000
Environmental Improvement Slater Street	-	-	-
Total Investment in other public assets	5,850,410	1,383,169	312,000
Rural Regeneration - Piel Island	209,440	-	-
Rural Regeneration - Walney Island	16,388	-	-
Rural Regeneration - Lindal	7,102	-	-
Rural Regeneration	50,000	50,000	100,000
Total Investment in Community Initiatives	282,930	50,000	100,000
URF Projects to be approved	-	3,841,331	-
WNF Pre Development Costs	28,671	-	-
Retentions	25,000	25,000	25,000
Investment / Contingency Fund	562,753	1,021,000	1,015,500
Total	14,895,748	11,648,267	7,001,275

Funding of Capital Programme

Housing Capital Grant - Public Sector Housing	8,501	-	-
Housing Capital Grant - Private Sector Housing	675,832	608,887	608,887
Housing Capital Grant - Housing Market Renewal	2,482,972	931,690	1,450,000
Housing Capital Grant - to be Allocated	-	-	147,159
Borrowing Requirement Non Housing	2,000,000	2,000,000	2,000,000
WLR Housing Market Renewal	639,483	404,701	-
DCLG Grant	356,050	347,000	347,000
Neighbourhood Renewal Fund	-	-	-
Working Neighbourhood Fund	1,646,660	1,000,000	-
NWDA	2,204,626	3,900,000	-
UDF West Lakes Renaissance	48,812	-	-
ERDF	-	-	-
Lottery	220,675	-	-
DEFRA	-	-	-
Cumbria County Council	532,600	-	-
Private Contributions	20,235	3,000	-
Major Repairs Reserve	1,902,701	1,955,489	1,995,729
Contributions from Opportunities Reserve	142,860	-	-
Contributions from Revenue	-	-	-
Usable Capital Receipts	2,013,741	497,500	452,500
Total	14,895,748	11,648,267	7,001,275

EXECUTIVE COMMITTEE	(D) Agenda Item 9
Date of Meeting: 10th June, 2009	
Reporting Officer: Borough Treasurer	
Title: Treasury Management Update	
Summary and Conclusions:	
This report informs Committee of the recent treasury activities undertaken by the Treasurer under the continuing uncertainty in the banking sector.	
Recommendations:	
To note the information and agree that the Borough Treasurer continues the prudent strategy currently adopted.	

Report

The Treasury Management section of the budget report to this Committee on 28th January 2009, informed members of the uncertainties in the banking sector and recommended that the Borough Treasurer would adopt a prudent strategy when investing surplus funds, including restricting the use of counterparties.

Over recent months the Council had accumulated over £12,000,000 in temporary surplus funds. This money was kept in a deposit account at the HSBC. The Council uses the HSBC for normal banking transactions and it is considered, by all the rating agencies and the financial markets, to be one of the most secure financial institutions.

However, given the size of the amounts involved, I have taken the decision to use £6,626,848 to repay part of the Council's long term debt. This action has reduced the counterparty exposure risk as well as making an annual saving on interest of £162,113; of which £118,990 relates to the General Fund. This will also make up the expected shortfall on the budgeted interest earned of £150,000 which was set when interest rates were assumed to be around 2%. Current indications are that the Council may only realise 10% – 20% of the budgeted amount.

At the date of writing this report the temporary surplus funds deposited with the HSBC amounted to £6,700,000 earning 0.25% interest.

I intend to maintain the current strategy for the foreseeable future, until noticeable signs of certainty in the banking sector are apparent.

(i) Legal Implications

Not Applicable.

(ii) Financial Implications

The annual saving generated by the repaid loans should compensate for the expected reduction in the interest earned budget.

(iii) Health and Safety Implications

Not Applicable.

(iv) Key Priorities or Corporate Aims

Not Applicable.

(v) Risk Assessment

Not Applicable.

(vi) Equal Opportunities

None

Background Papers

Not Applicable

EXECUTIVE COMMITTEE	(D) Agenda Item 10
Date of Meeting: 10th June, 2009	
Reporting Officer: Chief Environmental Health Officer	
Title: Inter Authority Agreement relating to the Cumbria Strategic Waste Partnership	
Summary and Conclusions:	
<p>This report informs Members of the establishment of a draft Inter-Authority Agreement between Cumbria County Council and Borough Council as a development of the Cumbria Strategic Waste Partnership and further seeks authority for the Chief Executive to sign the agreement on behalf of the Borough Council.</p>	
Recommendations:	
<p>To agree and endorse the principles of the Inter-Authority Agreement and authorise the Chief Executive to sign a final copy of the Inter Authority Agreement on behalf of the Council at a future date.</p>	

Report

1. An Inter-Authority Agreement (IAA) has been developed by the Cumbria Strategic Waste Partnership for application between Cumbria County Council as Waste Disposal Authority and the constituent six District Councils in Cumbria as Waste Collection Authorities.
2. The principles of the IAA have been agreed by the Cumbria Local Authority Strategic Board (CLASB) and represents a more formalised partnership than that which currently exists under the terms of the extant Memorandum of Understanding.
3. Cumbria County Council, the Waste Disposal Authority, has entered into a contract with Shanks Waste Management Limited as the 'Strategic Partner' for services relating to the design, installation, operation and maintenance of waste management facilities for a period of twenty-five years.
4. It is intended that the IAA will operate for an initial period of seven years which can be extended by the parties, subject to agreement, for a further five year period.

5. The IAA is intended to ensure that the targets set out in the Cumbria Joint Municipal Waste Management Strategy are achieved.
6. The IAA sets out the expectations and responsibilities of Cumbria County Council and the District Council's in Cumbria in relation to waste services. The agreement acknowledges that a District Council will deliver what is termed 'Contract Waste' to Cumbria County Council's strategic partner. A District Council has not to do anything which may put Cumbria County Council in breach of the agreement with its strategic partner. District Council's will need to know the terms of this agreement subject to confidentiality issues, to enable this obligation to be met.
7. Schedule 4 of the IAA sets out District Council responsibilities in compliance with this agreement.
8. The financial implications of the IAA are set out in the three parts of the Schedule 6 of the IAA.

8.1 Recycling Reward Scheme

Cumbria County Council will pay District Council's for waste recycled in accordance with the principles of the Recycling Reward Scheme. (RRS) Payments will be made by Cumbria County Council in monthly advance based on forecasted recycling performance. If District Council performance is lower than forecast expectations payments will have to be made by District Council to the County Council at year end.

8.2 Tipping Away Payments

These are deductions which would apply according to a formula set out in this part of the schedule where the usual tipping facility was unavailable and an alternative site had to be used. It is not considered that the implications of this particular clause are likely to be significant.

8.3 Management and Accountability of Data Quality

The Borough Council is committed to the objective of securing the quality of the data it records and uses.

9. The Inter-Authority Agreement confirms the principles agreed by the Cumbria Local Authority Strategic Board. It will enable the Council to have confidence that the waste disposal agreements are secure for the next twenty five years and it will secure long term financial support under the RRS for the Council's recycling and other waste collection services and for developments and initiatives arising from future contract arrangements and developments in waste services. A copy of the Inter Authority Agreement is attached at **Appendix 2**.

(i) Legal Implications

The Council has a statutory duty to collect household waste under the provisions of the Environmental Protection Act 1990.

(ii) Risk Assessment

Collaboration with the Waste Disposal Authority has been ongoing for many years. Risks to the Council in this venture are low.

(iii) Financial Implications

The Recycling Reward Scheme is a significant income stream in the current Revenue Budget.

(iv) Health and Safety Implications

No additional implications.

(v) Key Priorities or Corporate Aims

KP1 – Safer, Greener, Cleaner Environment

(vi) Equal Opportunities

No implications

Background Papers

Nil

DATED _____ 20[]]

(1) CUMBRIA COUNTY COUNCIL

and

(2) BARROW-IN-FURNESS BOROUGH COUNCIL

INTER AUTHORITY AGREEMENT

Relating to the Cumbria Strategic Waste Partnership



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CONTENTS

1. COMMENCEMENT AND DURATION	5
2. PARTNERSHIP WORKING	5
3. EXCLUSIVITY OF WASTE	6
4. WDA'S RESPONSIBILITIES	6
5. WCAS' RESPONSIBILITIES	6
6. WASTE MINIMISATION	6
7. PERFORMANCE AND MONITORING	6
8. REPORTS AND RECORDS	7
9. GENERAL REVIEWS	7
10. PERIODIC REVIEWS	8
11. PROVISIONS RELEVANT TO GENERAL AND PERIODIC REVIEWS	8
12. PROJECT AGREEMENT.....	9
13. OWNERSHIP OF WASTE AND DUTY OF CARE	9
14. CONFIDENTIALITY	9
15. JOINT STATEMENTS AND PUBLICITY	10
16. NOTICES	10
SCHEDULE 1	11
SCHEDULE 2	12
SCHEDULE 3	13
SCHEDULE 4	15
SCHEDULE 5	18
SCHEDULE 6	25
SCHEDULE 6	28
SCHEDULE 7	32
SCHEDULE 7	34
GLOSSARY OF TERMS.....	35

THIS INTER AUTHORITY AGREEMENT dated
BETWEEN:-

200[] is made

CUMBRIA COUNTY COUNCIL of [address of waste disposal authority] (“the WDA”); and

BARROW-IN-FURNESS BOROUGH COUNCIL of [enter address of waste collection authority] (“the WCA”).

INTRODUCTION

- (A) In 2007/08 the Cumbria Strategic Waste Partnership (“CSWP”) established a formalised agreement between its partners through a Memorandum of Understanding (“MoU”). The purpose of the MoU was to:
- (a) set out in simple, non legalistic terms the way that the partners to the MoU will work together on waste management issues; and
 - (b) clarify and record the responsibilities of the partners to the MoU individually and collectively, including to each other.
- (B) In DEFRA's *National Waste Strategy for England 2007* the need for further formalised partnerships between waste collection authorities and waste disposal authorities was set-out. Paragraph 27 suggests that inter authority agreements will be key to Partnerships, such as the CSWP, that are looking to expand joint working arrangements, especially those who are focusing on procurement.
- (C) The WDA has entered into a contract with Shanks Waste Management Limited (“the Strategic Partner”) for services relating to the design, installation,, operation and maintenance of waste management facilities within the County for a period of 25 years (“the Project Agreement”). The Project Agreement is for the management of residual waste arisings from the six districts of the County and for the management of waste delivered to all of its Household Waste Recycling Centres (“HWRC’s”). The waste collection and recycling strategies of the districts have a significant bearing on not only the Project Agreement but also how it works over its life and the cost the WDA will have to bear each year.
- (D) How residual waste is collected will have a significant bearing on the Project Agreement. Districts potentially moving to alternative waste collection regimes could mean the composition and volumes of waste collected via the waste collection service and delivered to HWRC’s will alter, affecting targets established at the commencement of the Project Agreement for recycling at HWRCs and landfill diversion. In addition, districts that transfer their commercial waste portfolio to the private sector will (in some cases) have a significant effect on tonnages predicted at the commencement of the Project Agreement.
- (E) In view of the changes to residual waste disposal services in the County as a result of the Project Agreement there is a justification for further formalisation of arrangements between the CSWP partners to ensure that the facilities provided by the Strategic Partner are utilised efficiently and that the waste profiles used to model the need for facilities are adhered to, or altered by mutual consent.
- (F) Coupled with this, the CSWP partners have negotiated a change to the arrangements employed by the WDA for supporting waste collection authority recycling schemes to be known as the Recycling Reward Scheme. The Clean Neighbourhoods and Environment Act 2005 allows waste disposal authorities and waste collection authorities to develop new joint working arrangements to pay for recycling in order to achieve obligations under the Landfill

Allowance Trading Scheme. The CSWP have agreed that the following criteria are the fundamental requirements of any replacement to its current system of Recycling Credits:

- Sustain all existing waste collection authority recycling activities
- Reduce waste to landfill
- Increase the percentage of waste recycled
- Promote waste minimisation
- Incentivise low performers
- Reward high performers
- Allow for the difficulties of working in the more sparsely populated areas.
- Recognise Landfill Allowance Trading Scheme as the key driver to all recycling and landfill diversion activities
- Promote efficiency (cost/benefit)

(G) The principles of the new scheme have been agreed by both the CSWP and the Cumbria Local Authority Strategic Board (“CLASB”). A significant part of the Recycling Reward Scheme is the need for the districts to adhere to the following:

- Districts to provide to the County tonnages and all associated data necessary to maintain a comprehensive audit trail.
- The recycling and composting rate expected to be achieved in the year, the materials to be collected and the methods to be employed.
- Continuous improvement in the recycling/composting rate and the efficiency of collection until the recycling/composting target (48%) is met and optimum cost benefit achieved.
- A waste prevention programme agreed with the WDA waste prevention team.
- At least [55%] of the recycling/composting rate to be achieved with biodegradable materials to ensure that LATS targets are met.

(H) It is intended that this IAA should allow for the development and agreement of target setting so both WCAs and WDA are confident that the targets contained within the CSWP's Joint Municipal Waste Management Strategy are delivered effectively through district collection regimes and the WDA's Strategic Partner's infrastructure, with a supporting collaborative waste prevention campaign.

1. **COMMENCEMENT AND DURATION**

- 1.1 This IAA will commence on the Commencement Date and continue until the earlier of:
- 1.1.1 the ~~Expiry Date~~ (seven years from commencement date) ("the Expiry Date");
 - 1.1.2 the termination of the Project Agreement under its provisions for termination, unless the WDA has procured on termination that either it or a third party contractor provides and operates the Facilities or facilities of a similar nature to those envisaged by the Project Agreement;
 - 1.1.3 the relevant provisions of the EPA and WET Act are amended or repealed or any other enactment is made such that the arrangement under this IAA are rendered ineffective, inappropriate or unlawful.
- 1.2 The Parties may agree to extend the term of this IAA for a further period of 5 years by mutual consent.

2. **PARTNERSHIP WORKING**

- 2.1 Cumbria's seven local authorities have adopted a close working relationship to develop the most cost effective way and practical methods of dealing with waste in the future. The authorities' commitment to work together has been formalised as the CSWP which is promoted publicly as *Resource Cumbria*.
- 2.2 The Parties as members of the CSWP by this IAA affirm their responsibility for and commitment to the effective delivery of sustainable waste management services within the County in accordance with the Memorandum of Understanding and in particular shall use their best endeavours to give effect to the CSWP's goals of:
- 2.2.1 modernising Cumbria's approach to Municipal Waste management so that it contributes to a sustainable Cumbria;
 - 2.2.2 implementing a sustainable waste management programme; and
 - 2.2.3 maximising the economic, environmental and social benefits to the people of Cumbria when managing Municipal Waste.
- 2.3 The Parties shall act at all times in a way that promotes effective partnership working as part of the CSWP in accordance with the Memorandum of Understanding contained at Schedule 1 to this IAA with the aim of achieving the full benefits of partnership working, namely:
- 2.3.1 developing a consistent and innovative approach to waste and resource management;
 - 2.3.2 sharing information, experiences and expertise to tackle the complexity of waste and resource management;
 - 2.3.3 establishing and expanding country-wide best practice;
 - 2.3.4 ensuring best-value waste and resource management services to Cumbria's citizens; and

2.3.5 meeting and, where possible, exceeding the agreed recycling and composting targets for municipal waste outlined in the Local Area Agreement and the JMWMS.

2.4 In particular, the Parties shall at all times use their best endeavours to fully and effectively implement the JMWMS.

3. **EXCLUSIVITY OF WASTE**

3.1 The WCA acknowledges that the WDA has agreed to give the Strategic Partner exclusivity of Contract Waste for the duration of the Project Agreement and (save for the exceptions set out in the Project Agreement) the Strategic Partner shall have a right to have delivered to it all Contract Waste arising in the Administrative Area.

3.2 The WCA hereby agrees not to retain any Waste pursuant to section 48(2) of the EPA other than:

3.2.1 any Waste it chooses to retain as part of the Recycling Reward Scheme; or

3.2.2 as otherwise agreed between the Parties.

4. **WDA'S RESPONSIBILITIES**

The WDA will comply with the provisions of Schedule 3.

5. **WCAS' RESPONSIBILITIES**

The WCA will comply with the provisions of Schedule 4.

6. **WASTE PREVENTION**

6.1 The Parties shall use all reasonable endeavours, working with each other, the CSWP and the Strategic Partner, to:

6.1.1 prevent and minimise Waste;

6.1.2 improve the amount of Waste that is recovered and recycled in line with the Statutory Targets and any policies agreed by the CSWP (in particular the JMWMS);

6.1.3 to educate and engage with the public and the commercial sector about waste minimisation, recycling and recovery schemes, and the importance of their participation in these schemes; and

6.1.4 to ensure that as much Municipal Waste as possible is (in order of priority) reduced, re-used, recycled or recovered.

6.2 The WDA and the WCA shall, through the CSWP, work together to provide a waste prevention strategy and implementation plan that is consistent with the JMWMS and the Waste Strategy of England. The waste reduction strategy will be aimed at achieving the targets included in the Local Area Agreements and the JMWMS:

7. **PERFORMANCE AND MONITORING**

7.1 The Parties shall monitor compliance with this IAA and the Implementation Plans.

7.2 The Parties will as part of the Periodic Reviews detailed in clause 11 review waste composition, volumes, all waste streams and such other matters as may be agreed between the Parties in order to identify compliance with this IAA or variations to performance that may be required in the future.

8. **REPORTS AND RECORDS**

8.1 The Parties agree to share information necessary to monitor, measure and identify necessary variations to performance under this IAA.

8.2 The WCA shall be responsible for providing accurate data and supporting evidence to demonstrate its performance under this IAA and for keeping records of such matters as the WDA may from time to time require for the purposes of monitoring waste arisings and waste management.

8.3 The WDA shall provide the WCA with a detailed record of the types and tonnages of all Waste received by it and handled on a monthly basis.

8.4 The WCA shall submit monthly monitoring reports to the WDA to demonstrate compliance with paragraph 8.2 above. The report shall include (but not be limited to) the weight of Household Waste collected, the weight of Household Waste removed from the waste stream through the activities of the WCA and the weight of Household Waste delivered to the WDA.

8.5 The Parties shall ensure that there is a regular reconciliation between any records kept by the WDA and WCA.

9. **DATA QUALITY ASSURANCE**

9.1 The Parties collate data on waste collection and record that information through DEFRA's data recording system known as "Waste Data Flow". The Parties agree to adopt the Audit Commission's code of practice on data quality standards as set out in Schedule 6, Part C (The Standards for Better Quality Data, A Voluntary Code of Practice) in order to ensure the accuracy, validity, reliability, timeliness, relevance, completeness and security of information.

9.2 The Parties agree to apply the data quality standards within each partner organisation, ensuring that there is periodic reinforcement of the value placed on data quality.

9.3 The Parties agree to adopt a policy with regard to data quality of 'getting it right first time' with a view to avoiding waste in the form of time and money spent on cleansing data. The Parties aspiration with regard to data quality is to be 100% accurate 100% of the time.

9.4 The Parties agree to continue to take the preparation and reporting of performance information seriously and demonstrate commitment to improve data quality.

10. **GENERAL REVIEWS**

10.1 Any Party to this IAA shall be entitled to call for a review of this IAA ("a General Review") to consider the need for amendments, variations and additions to this IAA, improvement to the provision of Waste management services within the County and/or termination in whole or in part of this IAA.

- 10.2 A General Review shall be called by a Party on notice in writing to the other Parties setting out in detail and (if necessary providing evidence) of:
- 10.2.1 the nature of the Review;
 - 10.2.2 the reasons for it;
 - 10.2.3 the proposed action and/or solution;
 - 10.2.4 the Party or Parties potentially affected;
 - 10.2.5 how the proposed solution could or should be implemented.
- 10.3 The Parties shall meet under the auspices of the CSWP to discuss and carry out the Review and to agree actions within two months of the review notice having been served. Following such a Review meeting the Parties shall implement the agreed actions in accordance with the agreed timetable.
- 10.4 Either Party shall be entitled to refuse its agreement to a change proposed by the other Party if the change would:
- 10.4.1 put the WDA in breach of the Project Agreement; or
 - 10.4.2 put the WDA or the WCA in breach of Legislation.

11. PERIODIC REVIEWS

- 11.1 In addition to the General Review, the WDA shall meet with each WCA (“the Periodic Review”) on or about each anniversary of the date of this IAA to review performance under the Recycling Reward Scheme and to agree Implementation Plans.
- 11.2 The WDA will provide to the WCA any changes to the Service Delivery Plans agreed between the WDA and the Strategic Partner.
- 11.3 Where possible Periodic Reviews shall be programmed to suit each Party’s political cycle and shall be brought forward or postponed a reasonable time to allow for elections and any new members to be in situ.
- 11.4 At least one month prior to each Periodic Review each Party shall submit to the other a written notice setting out any issues that the Party wishes to discuss at the Periodic Review, and (where appropriate) suggested solutions to any identified issues. The written notice should be in sufficient detail for the other Party to take internal soundings and discuss the contents.
- 11.5 The issues raised by either Party in relation to each Periodic Review and the outcome of that review shall be provided to each District via the CSWP.

12. PROVISIONS RELEVANT TO GENERAL AND PERIODIC REVIEWS

- 12.1 The Parties shall attend and participate in General Reviews or Periodic Reviews acting in good faith, fairly, reasonably, in the spirit of partnering set out in paragraph [6] above and having regard to each others’ budgets and resources.
- 12.2 As a result of a General Review or a Periodic Review the Parties may agree to vary this IAA by way of written addendum or to terminate it in whole or in part including any changes generated by changes to the provisions of the Project Agreement.

12.3 Following the execution of this IAA, no amendment or variation to this IAA shall be effective unless it is in writing and signed by a representative of each Party duly authorised (and notified to each Party) for that purpose.

13. PROJECT AGREEMENT

13.1 As soon as reasonably practicable after it is entered into, the WDA shall provide the WCA with a copy of the Project Agreement (subject to commercially sensitive information being omitted to the extent required by the terms of the Project Agreement, unless and to the extent that the WCA provides a confidentiality undertaking in the form reasonably required by the Strategic Partner).

13.2 The WDA shall notify the Districts via the CSWP of any variations or amendments to the Project Agreement agreed between the WDA and the Strategic Partner from time to time.

13.3 The WCA shall not do anything which would put the WDA in breach of the Project Agreement.

13.4 The WCA shall perform in a timely manner any obligation which is required to enable or facilitate the WDA in carrying out its obligations under the Project Agreement.

14. RESPONSIBILITY FOR WASTE AND DUTY OF CARE

14.1 All Waste collected by the WCA shall be deemed to be held at the entire responsibility of the WCA until the point at which the Strategic Partner becomes responsible for such Waste in accordance with the Project Agreement and the WDA shall have no responsibility for such Waste.

14.2 The WCA shall in the collection, handling and delivery of Waste at all times comply with its Duty of Care.

15. CONFIDENTIALITY

15.1 In respect of all Confidential Information received by either Party in connection with this IAA the receiving party undertakes:

15.1.1 not to use it other than for the purposes of this IAA and to keep the Confidential Information in strict confidence except where disclosure is required by law;

15.1.2 only to disclose the Confidential Information to such of its employees on a genuinely need-to-know basis for the purposes of this IAA, and then only on the understanding that they agree to be similarly bound by the provisions of this IAA;

15.1.3 not to disclose the Confidential Information to any third party except with the prior written consent of the disclosing party;

15.1.4 not to copy or reduce the Confidential Information to writing except as may be strictly necessary for the purposes of this IAA;

15.1.5 to return to the disclosing party on demand or termination all Confidential Information held in any form including all copies, and to destroy all notes and any other written reports or documents which may have been made by the receiving party and which contain any part of the Confidential Information,

except as authorised in writing by the disclosing party, or as is strictly necessary to complete any outstanding obligations under the IAA.

15.2 The property in all Confidential Information disclosed by either party to the other pursuant to this IAA shall, subject to any right of any other owner, remain vested with the disclosing party.

15.3 No licence or other rights are granted in the Confidential Information by the disclosing party to the receiving party.

16. **JOINT STATEMENTS AND PUBLICITY**

16.1 Neither Party shall make nor authorise any person on its behalf to make any public statement or issue any press release or publish any other public document relating to, connected with or arising out of this IAA without consulting with the other Party.

16.2 Both Parties shall actively promote the other's waste management policies and objectives, and shall support the other by co-ordinating and distributing advertising and publicity material. In particular, both Parties shall promote the key achievements and milestones of the CSWP.

17. **NOTICES**

17.1 Any notices required to be served upon either Party under this IAA shall be in writing and served either:

17.1.1 by delivering the notice by hand to that Party at the address set out at the start of this IAA or to such other address as that Party may notify the other Party in writing and the notice shall be deemed to have been duly served at the time it is delivered; or

17.1.2 by posting the notice in a pre paid envelope sent by recorded delivery and addressed to that Party at the address set out at the start of this IAA or to such other address as that Party may notify the other Party in writing and the notice shall be deemed to have been duly served two days after the date of posting.

SCHEDULE 1

CUMBRIA STRATEGIC WASTE PARTNERSHIP

MEMORANDUM OF UNDERSTANDING

SCHEDULE 2

JOINT MUNICIPAL WASTE MANAGEMENT STRATEGY

SCHEDULE 3

WDA RESPONSIBILITIES

1. The WDA will provide to the WCA all necessary access to the Delivery Points and, where they are not available, the Contingency Delivery Points.
2. The WDA will ensure the provision of adequate reception facilities and personnel at the Delivery Points and Contingency Points to receive the WCAs' vehicles.
3. The WDA has and will retain the responsibility for the disposal of Municipal Waste and for the provision and maintenance of HWRCs within its Administrative Area.
4. The WDA shall have overall control of but shall continue to consult the WCA in respect of the following matters:
 - the development of the Facilities' requirements including but not limited to the type of plant, capacity, inputs, tolerances etc;
 - the specification for the Facilities;
 - the setting of selection criteria and contract award criteria; and
 - the location of each Delivery Point, required turnaround times at Delivery Points and the content of any standards relating to the Delivery Points.
5. The WDA shall in procuring the Facilities take into account all reasonable comments of the WCA, subject to affordability, public procurement law (including the requirement for transparency and fairness in the procurement process) and to the extent that such comments do not conflict with the views of other WCAs.

Recycling Reward Scheme

6. The WDA shall make an annual payment (the "Recycling Reward") to the WCA in accordance with the principles detailed in Schedule 6, Part A: Recycling Reward Scheme and subject to the Implementation Plan detailed in paragraph 8 of Schedule 4.

Commercial and Industrial Waste

7. The WDA shall arrange for the processing and/ or disposal of Commercial and Industrial Waste collected by the WCA subject to the WCA obtaining the written approval of the WDA prior to entering into arrangements for the collection of Industrial Waste.
8. The WCA shall be charged for the actual disposal costs plus administration costs incurred by the WDA in respect of such waste at a rate set by the WDA. The principles for setting the rates for the disposal costs shall be subject to annual review and shall be varied so as to reflect changes in cost to the WDA from disposing of Commercial and Industrial Waste including the introduction of and/ or increases in any applicable Landfill Tax, changes in contract costs associated with disposal or treatment of Commercial and Industrial Waste, and any costs associated with LATS. The WDA shall give the WCA no less than 6 months written notice prior to the commencement of the financial year of any likely changes in the rates for budgeting purposes, and its best estimate of any such changes in the rates proposed at least six months prior to the start of the financial year. The rates shall then be confirmed no less than three months prior to the start of the financial year and shall only be

subsequently revised during that financial year in the event of any significant and unforeseen changes.

9. Charges for the disposal of Commercial and Industrial Waste shall be based on actual tonnages delivered where possible. Otherwise, charges will be based on the Cumbria Standard Weight.
10. The WDA will issue the WCA with a quarterly invoice setting out the charges levied for reception of Commercial and Industrial Waste.

Delivery of Residual Waste to the Facilities

11. The WDA shall ensure that no WCA is placed in a significantly worse situation in regard to the delivery of waste to either the new Facility or any other existing facilities than is the current situation in respect of transport costs.
12. Where travel distances or times to the treatment facilities are significantly increased, the WDA shall provide appropriate transfer facilities.
13. Prior to any new Facility opening and if new systems of working are instigated at any time by the WCA, the WCA and the WDA shall agree a waste delivery schedule in order to facilitate a managed flow of waste to the new Facility or transfer facility. The Parties shall seek to agree this waste delivery schedule with any neighbouring WCAs and any third parties who will deliver waste to the Facility.
14. In relation to WCA personnel (or any contractors acting on their behalf) delivering Waste at any Delivery Point and Contingency Delivery Point, the WDA shall:
 - 14.1 be responsible for and use reasonable endeavours to ensure the cooperation of their personnel (or any contractors acting on their behalf) and those of the Strategic Partner with WCA personnel and compliance with Site Rules;
 - 14.2 investigate any allegation brought to their attention in writing by the WCA of an instance of a breach of Site Rules by the WDA's personnel (or any contractors acting on their behalf) or the Strategic Partner's personnel and to take proper account of the representations of the WCA acting reasonably;
 - 14.3 inform the WCA in writing of the findings of those investigations;
 - 14.4 take or seek to ensure appropriate disciplinary action is taken against any WDA personnel (or any contractors acting on their behalf) or the Strategic Partner's personnel found to have breached Site Rules, taking proper account of the sanctions sought by the WCA acting reasonably.

Tipping Away Payments

15. The WDA shall pay to the WCA the additional costs resulting from the unavailability of any Delivery Point and the consequent need to take waste to any Contingency Delivery Point or other facility in accordance with the provisions of Schedule 6, Part B (Tipping Away Payments).

SCHEDULE 4

WCA RESPONSIBILITIES

1. The WCA has and will retain the responsibility for the collection of all Municipal Waste within its Administrative Area.
2. The method and frequency of the chosen collection system shall remain the sole responsibility of the WCA. However, the WCA agrees to work with the WDA and the other Districts through this IAA to deliver the JMWMS and any future Municipal Waste strategy for the area in a way that does not adversely effect the obligations of the WDA under the Project Agreement.
3. The WCA will seek to implement best practice wherever practicable to comply with the Waste Strategy for England 2007 and to follow good practice developed in consultation with Waste & Resources Action Programme's general initiatives and particularly with guidance issued from the Recycling and Organics Technical Advisory Team.
4. The WCA agrees to take into full account the requirements of the WDA in terms of the delivery of Residual Waste or Recyclates or Compostable materials to WDA facilities.

Recycling and Composting

5. The WCA shall develop and maintain Waste and Recycling collection systems which will facilitate the achievement of the recycling targets as set out in the JMWMS, the Recycling Reward Scheme, the Waste Strategy for England, LATS and any other collective countrywide policies. These targets should be regarded as both individual targets for the WCA and collective targets for the CSWP working collaboratively.
6. The WCA acknowledges the importance of commitment to and achievement of the targets in the Recycling Reward Scheme in order to:
 - (a) assist with the diversion of waste away from landfill and thus the avoidance of LATS penalties; and
 - (b) continue to meet commitments to the Local Area Agreement.
7. The WCA shall produce an implementation plan for Waste collection and Recycling to demonstrate how the targets in the Recycling Reward Scheme will be achieved and any necessary works funded. The plan shall be produced for the Periodic Review (detailed in clause 11 of this IAA) and submitted in accordance with the timetable for that procedure to allow for the implementation of effective measure to achieve the targets indicated in the Scheme. Where the WCA has already achieved or exceeded the above targets, no such implementation plans will be required.

Recyclates and Green Waste

8. The WCAs may:
 - arrange for the collection and/or sale of Recyclates and Green Waste through a third party procured by the Districts;
 - arrange for the collection and/or sale of Recyclates and Green Waste through a third party procured by a consortium of Districts (~~through a Materials Marketing~~

Organisation) including the development of, or procurement of services from, an organisation for the collective marketing of materials;

- arrange for the collection and delivery of Recyclates and Green Waste to a facility procured by the WDA on behalf of one or more Districts.
9. The WDA shall pay an agreed recycling payment under the Recycling Reward Scheme to the WCA for the Recyclates and Green Waste diverted from landfill in respect of which a satisfactory audit report has been agreed by the Parties.

Commercial Waste and Industrial Waste

10. Within three months of the commencement of each calendar year during the term of this agreement, the WCA shall provide the WDA with an estimate of the types and quantities (including the numbers and sizes of containers to be emptied where relevant) of Commercial and Industrial Waste to be delivered for disposal (where appropriate) for the Forthcoming Year.
11. The WCA shall give the WDA no less than six months notice in writing of its intention to discontinue Commercial and Industrial Waste collections.
12. Any Commercial and/or Industrial Waste that is not Contract Waste collected by a District other than in its capacity as WCA and delivered to the WDA shall be the subject of a separate agreement. Districts may make their own arrangements for the disposal of such waste.
13. The WCA will encourage recycling and composting of Commercial and/or Industrial Waste where possible.

Delivery of Residual Waste to the Facilities

14. The Facilities to be used by the WCA are those detailed in Schedule 7.
15. Prior to any new Facilities opening and if new systems of working are instigated at any time by the WCA, the WCA and the WDA shall agree a waste delivery schedule in order to facilitate a managed flow of waste to the plant and or transfer facility. This waste delivery schedule shall also be agreed with any neighbouring Districts and others who deliver Waste to the Facility.
16. In relation to the delivery of all Waste, the WCA shall be required to:
- 16.1 ~~carry out its own unloading of vehicles and the Strategic Partner shall have no obligation to assist with unloading though it may do at its own discretion;~~
 - 16.2 inform the Strategic Partner in writing on reasonable notice of any vehicles authorised to deliver waste to the Delivery Points and Contingency Delivery Points and adhere to the requirements of the WDA and Strategic Partner's Authorised Vehicle Policy.
 - 16.3 Adhere to the Emergency and Breakdown arrangements agreed by WDA and WCA's as part of the Authorised Vehicle Policy, to ensure on-hire vehicles and vehicles other than those covered in Section 16.2 utilised by the WCA are able to access Strategic Partner run facilities.

17. In relation to their personnel (or any contractors acting on their behalf) delivering Waste at any Delivery Point or Contingency Delivery Point, the WCA shall:
 - 17.1 be responsible for and use reasonable endeavours to ensure the compliance of their personnel (or any contractors acting on their behalf) with Site Rules including ensuring attendance at any training required by the Strategic Partner from time to time;
 - 17.2 investigate any allegation brought to their attention in writing by the Strategic Partner of an instance of a breach of Site Rules by the WCA's personnel (or any contractors acting on their behalf) and to take proper account of the representations of the Strategic Partner acting reasonably;
 - 17.3 inform the Strategic Partner in writing of the findings of those investigations;
 - 17.4 take appropriate disciplinary action against any personnel (or any contractors acting on their behalf) found to have breached Site Rules, taking proper account of the sanctions sought by the Strategic Partner acting reasonably.

Waste Volumes Composition

18. The WCA agrees to provide the waste volumes and composition as agreed within the Project Agreement and such future volumes and composition as may be agreed from time to time with the WDA.
19. The WCA agrees to undertake collection regimes that are consistent with the core principles in the Project Agreement. This may include:-
 - the collection of new or different Waste streams;
 - increases or reductions in the volumes or composition of Commercial Waste and Industrial Waste collected;
 - delivery of waste to new Delivery Points;
 - joint working with adjacent Districts to reduce collection costs, to identify efficiencies in service delivery, and improve environmental performance.
20. The WCA agrees to co-operate with the WDA to deliver a cost-effective and efficient project under the Project Agreement.
21. The WCA acknowledges that it will consider the Waste model documentation and undertake to use all reasonable endeavours to act in a manner that is consistent with the assumptions that underpin the Waste model.
22. The WCA agrees to assist and cooperate with the WDA in order to find ways to deliver all the core assumptions (initial and ongoing) contained in the Project Agreement, using their combined resources to do so.

SCHEDULE 5

WASTE DELIVERY PARAMETERS

PART A: WASTE RECEPTION PROCEDURES

ITS Facilities

No waste will be accepted direct from the general public. Any member of the general public wishing to deposit waste will be directed to their nearest HWRC site.

Cumbria County Council will provide to the Contractor a list of authorised vehicles which will be expected to deliver waste to the appropriate waste management facility. Cumbria County Council must notify the contractor before 10am at the start of the working day of all new vehicles used to collect Contract Waste so Shanks Waste Management Ltd can update it's authorised vehicle list.

All vehicles carrying waste must go directly to the site weighbridge.

All vehicle personnel must remain in the vehicle upon entering and exiting the weighbridge. A note of the number of operatives within the vehicle is taken and the weighbridge operator ensures that the same number of operatives are included within the vehicle when it is re-weighed after disposal.

Each vehicle will be weighed both in and out of the site. The weighbridge operator will ask the driver for a description of the waste being carried or inspect the paperwork accompanying the particular waste load (if applicable, i.e. Specific Waste Items) to ensure it can be disposed of in the ITS or if the load needs to be quarantined.

The weighbridge operator will be notified through the TIM system whether the particular vehicle is an authorised or unauthorised vehicle.

The TIM weighbridge system allocates a unique identification reference number and time stamp for each transaction. All drivers must sign for each and every outgoing load via the electronic note pad. Once all data has been logged the weighbridge operator will instruct the driver to manoeuvre the vehicle to the reception area and await one of the reception doors to open. If there is more than one vehicle on site waiting to tip the vehicles will be required to queue. Vehicles on site will be allowed to tip on a 'first come first serve basis'.

If the vehicle operatives need to contact the control room operator, the control room will be fitted with a telephone, prior to service availability this number will be communicated to the WCAs via the Authority.

If there is any uncertainty about the vehicle (unauthorised but claiming to be carrying contract waste), the weighbridge operator will contact the ITS Supervisor/Manager for clarification. At this point the driver will be asked to manoeuvre the vehicle to the quarantine area, inside the site, in view of the weighbridge operator, but not weighed, and await clarification from CCC and/or the ITS manager. The vehicle will not be allowed to deposit it's waste until authorisation has been gained and the vehicle has been weighed on the weighbridge. Turnaround times will not apply until the vehicle has been weighed.

Upon exiting the site the vehicle will report to the weighbridge, TIM will record the time, will assign a unique reference number and record the tare weight. The driver and weighbridge operator will sign for the load via the electronic note pad. The driver will be issued with a ticket on leaving.

From Section 1.2.5 Waste Reception Procedures SDP North Cumbria Resource Park

[N.B. DRAFT ONLY: for finalising between WDA/Strategic Partner]

Transfer Stations

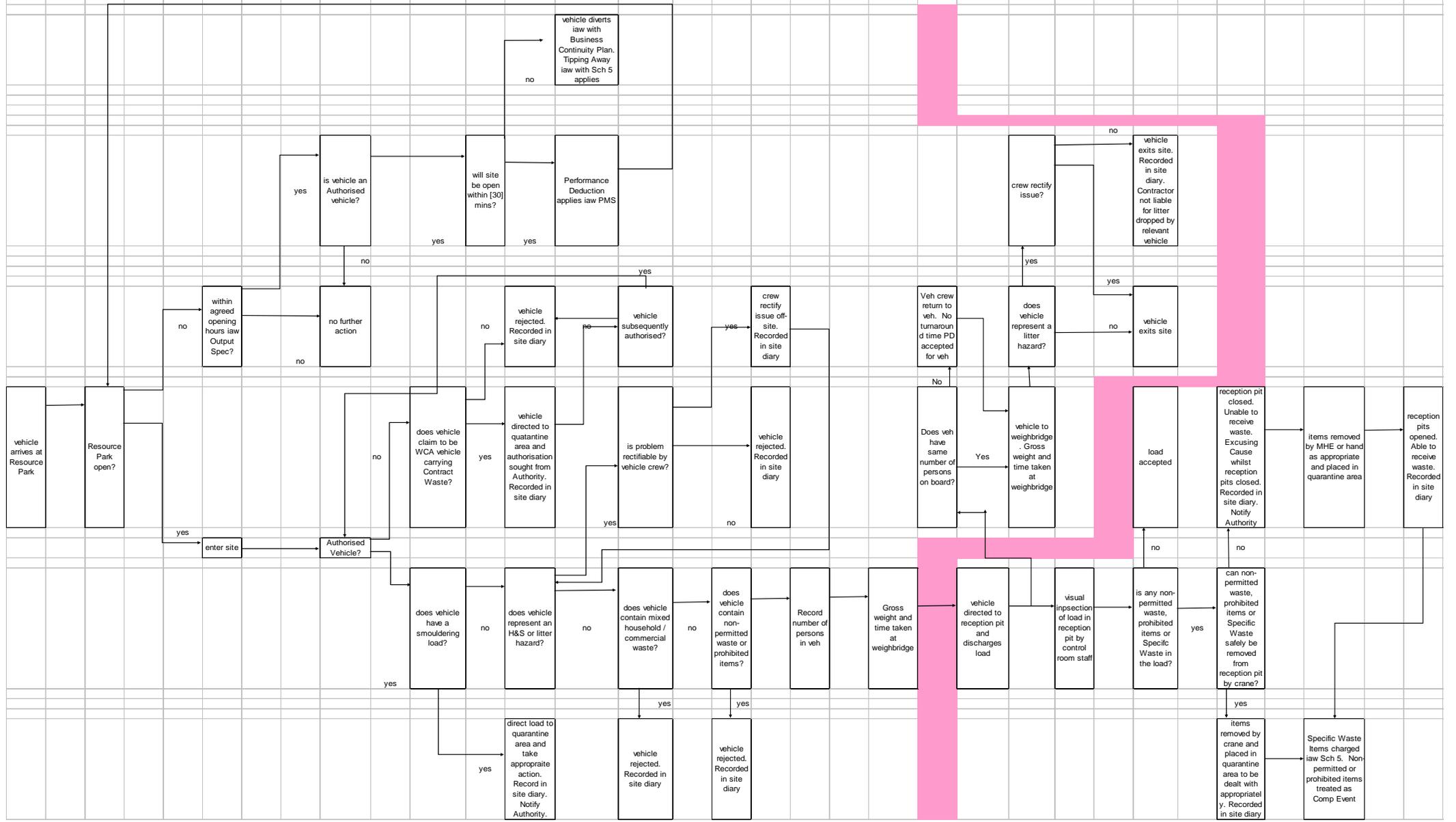
[N.B. DRAFT AWAITED: to be agreed between WDA/Strategic Partner]

SCHEDULE 5

WASTE DELIVERY PARAMETERS

PART B: WASTE ACCEPTANCE PROTOCOL

ITS Facility

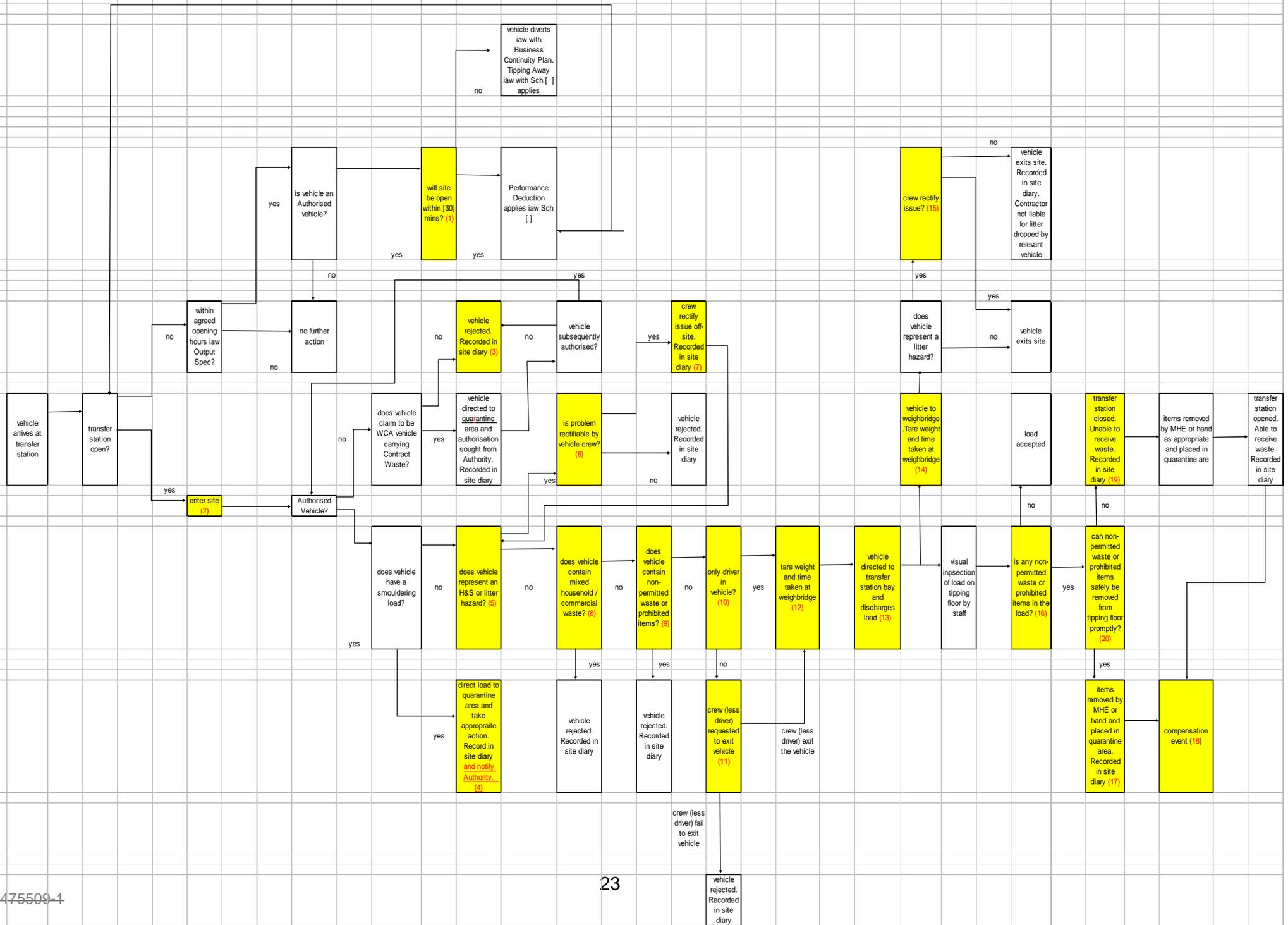


SCHEDULE 5

WASTE DELIVERY PARAMETERS

PART B: WASTE ACCEPTANCE PROTOCOL

Transfer Stations



SCHEDULE 5

WASTE DELIVERY PARAMETERS

PART C: AUTHORISED VEHICLE POLICY

[N.B. DRAFT AWAITED: To be provided by WDA/Strategic Partner]

SCHEDULE 6

PAYMENT AND PERFORMANCE SCHEDULE

PART A: RECYCLING REWARD SCHEME

Review:

1. The Recycling Reward Scheme will be reviewed annually by the CSWP and both payment schedule and £80 per tonne cap will be Retail Price Index (RPI) linked and reviewed.

Implementation Plan:

2. On 1st April 2009 and on 1st April in subsequent years each WCA, will enter into an agreement with the WDA in the form of an Implementation Plan. The Implementation Plan will be set out and contained in a Schedule appended to the Inter-Authority Agreement. The aim of the Implementation Plan, in respect to the Recycling Reward Scheme, is to optimise the efficiency of recycling/composting and waste treatment with the overall objective of achieving and maintaining the Joint Municipal Waste Management Strategy and providing the most cost-effective service for each party.
3. The Implementation Plan will:
 - set out the recycling and composting rates expected to be achieved in the year, the materials to be collected and the methods of collection to be employed;
 - outline a waste prevention programme to be agreed through the Cumbria Strategic Waste Partnership; and
 - aim for at least 55% recycling/composting to be achieved with biodegradable materials to ensure that LATS targets are met.

Calculation of Reward:

4. The scheme is based on a “graduated” payment mechanism. Each District will be paid per percentage point of recycling/composting achieved as detailed in table 1, below:

Percentage Recycled	0 to 19.999%	20 to 29.999%	30 to 39.999%	40 to 49.999%
Reward per percentage point	£20,000	£25,000	£30,000	£35,000

Table 1 Recycling Reward Scheme Percentage Bands

5. The total value of the Recycling Reward will not exceed £80 per tonne (the Cap).
6. The Reward and the Cap will be adjusted on 1st April each year according to RPI.
7. The recycling and composting rate will be calculated in accordance with the current calculation for NI 192, as detailed in HM Government, Communities and Local Government’s

National Indicators for Local Authorities and Local Authority Partnerships: Handbook of Definitions:

Data will be acquired using authority's WasteDataFlow returns.

The percentage rate is calculated as below:

For Waste Collection Authorities (WCAs), percentage of household waste sent for reuse, recycling, composting or anaerobic digestion is calculated as:

$X/Y \times 100$, where:

X = Tonnage of household waste collected by the WCA (or on behalf of the WCA) which is sent for reuse, recycling, composting or anaerobic digestion.

Y = Total tonnage of household waste collected by the WCA (or on behalf of the WCA).

8. The Recycling Reward calculation will exclude any activity that has already been paid for by the County Council e.g. through payment made to a contractor or to a third party receiving Recycling Credits.

Data Quality and Auditability:

9. The Waste Disposal Authority and Waste Collection Authorities will be asked to commit to the Audit Commission's code of practice and data quality standards. through the Inter Authority Agreement. This is to ensure the accuracy, validity, reliability, timeliness, relevance, completeness and security of waste data information and full details are included in Schedule 6 Part C of the Inter Authority Agreement.
10. The County Council and District Councils will provide to each other a complete account of all tonnage 30 days after every month end in so far as this is possible, with estimates for any outstanding data. Quarterly data will be reconciled with WasteDataFlow quarterly returns in a timely fashion allowing both Waste Disposal Authority and Waste Collection Authorities are able to adhere to their statutory duties in respect of WasteDataFlow information provision.
11. All waste is to be weighed on auditable weighbridges or weighing equipment and weight tickets obtained (or national standard weights applied where applicable and necessary) and the weights recorded.
12. All waste will be sent to auditable destinations.
13. The weight and destination of any rejected loads will be reported and deducted from the weight of material counted as recycled or composted.
14. The parties agree to jointly audit material flows and destinations making all information, data and supporting evidence available to the audit team. Audits will be reported to the Cumbria Strategic Waste Partnership.

Payment Arrangements:

15. Payments will initially be based on the recycling and composting rates expected to be achieved in the year:
 - The County Council will make monthly payments calculated as 1/12th of the annual

projection.

- The payments/projection for the first six months of the year will be reviewed by 31st October and adjustments made by agreement.
- Payments made will be reconciled with the actual payment due based on the actual percentage of recycling/composting achieved using data as entered in the national database 'WasteDataFlow'.
- The annual reconciliation will be carried out as soon as possible after the end of the financial year and not later than 30th April of the following financial year and adjustments made accordingly.

Taken from CSWP paper on Recycling Reward Schemes.

SCHEDULE 6

PAYMENT AND PERFORMANCE SCHEDULE

PART B: TIPPING AWAY PAYMENTS

Additional Mileage Deduction

An Additional Mileage Deduction shall apply to each Interface Site that is Unavailable (as defined in paragraph 0 below), save that no Additional Mileage Deduction shall apply in respect of any ITS or any Transfer Station prior to the Full Service Period.

An Interface Site shall be Unavailable if it:-

is closed during the agreed opening hours; or

is unable to receive Contract Waste during the agreed opening hours; or

fails to meet Health and Safety Law obligations applicable to that Interface Site.

Additional Mileage Deductions shall apply regardless of whether the Contractor puts in place alternative waste facilities in accordance with the Business Continuity Plan.

The Additional Mileage Deductions ("AMD") for each Contract Month shall be calculated in accordance with the formula:-

$$\mathbf{[AMD = NT * DD * CTM]}$$

where:-

NT = the number of trips to the alternative Waste Management Facility by a Waste Collection Authority;

DD = the incremental distance (in miles) above the normal distance that would have been travelled if the Waste Management Facility had been available. The additional diverted distance (in miles) are set out in Appendix 7; **[CCC – we need to define in more detail how this will be calculated. One way to do it is to measure from the centroid of the borough to each facility and the difference is the distance (which cannot be negative)]**

CTM = reflecting the variable cost per mile for each category of vehicle as incurred by the Authority, a Waste Collection Authority, its contractor or agent as the case may be, as set out in Appendix 7.

Calculating Additional Mileage Deductions

	1	2	3	4	5	6	Average
Labour							
Driver	£ 10.00	£ 10.00	£ 10.00	£ 10.00	£ 10.00	£ 10.00	£ 10.00
Loader 1	£ 8.00	£ 8.00	£ 8.00	£ 8.00	£ 8.00	£ 8.00	£ 8.00
Loader 2	£ 8.00	£ 8.00	£ 8.00	£ 8.00	£ 8.00	£ 8.00	£ 8.00
Total	£ 26.00	£ 26.00	£ 26.00	£ 26.00	£ 26.00	£ 26.00	£ 26.00
Transport							
	1	2	3	4	5	6	Average
RCV weekly charge	£ 1,000	£ 1,000	£ 1,000	£ 1,000	£ 1,000	£ 1,000	1000
RCV hourly charge	£ 25	£ 25	£ 25	£ 25	£ 25	£ 25	25
Hours per week	40						
Fuel							
Miles per gallon	9						
Miles per litre	2.02						
Price per litre	£ 0.98						
Miles per hour	25						
			%for indexation				
Labour Cost per mile	£ 1.04		41%		AEI		
Fuel Cost per mile	£ 0.48		19%		Derv		
Vehicle Cost per mile	£ 1.00		40%		RPIx		
Total	£ 2.52		100%				

Limitations on Additional Mileage Deductions

No Additional Mileage Deductions may be made if, and to the extent that, it has been demonstrated to the reasonable satisfaction of the Authority that the Unavailability of the Interface Site is a direct result of an Excusing Cause.

Indexation of AMD

The AMD element shall be indexed by the "AMD Index" on 1 April [2009] [*should this be 2010?*] and on each anniversary thereafter by the "AMD Index", calculated as follows:-

$$\text{AMD Index} = 1 + \text{AEIF} + \text{DF}$$

where:-

AEIF = the AEI Indexation Factor determined in accordance with paragraph 0 below; and

DF = the DFI Indexation Factor determined in accordance with paragraph 0 below.

For the purposes of paragraph 0 the indexation factor for each of AEI and the DFI Index (in each case "I") shall be calculated as follows:-

$$I = \left(\frac{IF_n - IF_{n-1}}{IF_{n-1}} \right) \times TC$$

where:-

IF_n = the index figure for the relevant index published in respect of the February immediately prior to the relevant Contract Year;

IF_{n-1} = the index figure for the relevant index published in respect of the February immediately prior to the previous Contract Year; and

TC = the percentage weighting for the relevant index, being 40% for AEI and 60% for DF, provided that if "I" is less than zero "I" shall be deemed to be zero.]

Taken from section 7 of the Payment Mechanism

[N.B. DRAFT ONLY: for finalising between WDA/Strategic Partner]

SCHEDULE 6

PAYMENT AND PERFORMANCE SCHEDULE

PART C: THE STANDARDS FOR BETTER QUALITY DATA - A VOLUNTARY CODE OF PRACTICE

1. **Governance and Leadership**

The organisation has put in place a corporate framework for management and accountability of data quality, with a commitment to secure a culture of data quality throughout the organisation.

2. **Policies**

The organisation has put in place appropriate policies and procedures to secure the quality of the data it records and uses for reporting.

3. **Systems and Processes**

The organisation has put in place systems and processes which secure the quality of data as part of the normal business activity of the organisation.

4. **People and Skills**

The organisation has put in place arrangements to ensure that staff have the appropriate knowledge, competencies and capacity for their roles in relation to data quality.

5. **Data Use and Reporting**

The organisation has put in place arrangements that are focused on ensuring that data supporting reported information is actively used in the decision-making process, and is subject to a system of internal control and validation.

These standards are supported by a more detailed set of key components which are available on the Audit Commission website at:

<http://www.audit-commission.gov.uk/Products/NATIONAL-REPORT/AE298947-73F0-4dcb-AF77-D2520EECBCFB/ImprovingInformationToSupportDecisionMaking.pdf>

SCHEDULE 7

FACILITIES

PART A: DELIVERY POINTS

Summary Waste Tipping Arrangements

District	Waste	Transitional disposal point	Full Service Disposal Point
Carlisle	Residual Waste	Hespin Wood Landfill (CWM)	North Cumbria Resource Park
	Bulky Waste	Hespin Wood Landfill (CWM)	Hespin Wood Landfill (CWM)
Allerdale	Residual Waste	Hespinwood Landfill (CWM)/Lillyhall Landfill (WRG)	North Cumbria Resource Park/West Cumbria WTS
	Bulky Waste	Lillyhall Landfill (WRG)	Lillyhall Landfill (WRG)
Eden	Residual Waste	Flusco Landfill (LWM)	East Cumbria WTS
	Bulky Waste	Flusco Landfill (LWM)	Flusco Landfill (LWM)
Copeland	Residual Waste	Lillyhall Landfill (WRG)	West Cumbria WTS
	Bulky Waste	Lillyhall Landfill (WRG)	Lillyhall Landfill (WRG)
South Lakeland	Residual Waste	Kendal Fell WTS to separate landfill arrangements outside this Contract/ Bennett Bank landfill (WRG)	Kendal Fell WTS to separate landfill arrangements outside this Contract/ South Cumbria Resource Park
	Bulky Waste	Kendal Fell WTS to separate landfill arrangements outside this Contract/ Bennett Bank landfill (WRG)	Kendal Fell WTS to separate landfill arrangements outside this Contract/ Bennett Bank landfill (WRG)
Barrow	Residual Waste	Bennett Bank landfill (WRG)	South Cumbria Resource Park

District	Waste	Transitional disposal point	Full Service Disposal Point
	Bulky Waste	Bennett Bank landfill (WRG)	Bennett Bank landfill (WRG)

Table 1 Transitional arrangements until 2012

Taken from Section 1.2 of the Shanks Disposal Plan

SCHEDULE 7

FACILITIES

PART B: CONTINGENCY DELIVERY POINTS

Summary Contingency Arrangements

The table below outlines Shanks contingency plans for all services and facilities following Full Service Commencement. For the purpose of this section short term will be a period less than 5 working days and long term greater than 5 working days.

Key facility / Service	Short Term	Long Term
North Cumbria Resource Park ITS	Hespin Wood Landfill	South Cumbria Resource Park ITS Shanks to transfer waste via Flusco Waste Transfer Station if necessary
South Cumbria Resource Park ITS	Bennett Bank Landfill	North Cumbria Resource Park ITS Shanks to transfer waste via Waste Transfer Station if necessary
East Cumbria WTS	Flusco Landfill	North/South Cumbria Resource Park ITS
West Cumbria WTS	Lillyhall Landfill	North/South Cumbria Resource Park ITS

Table 2 Shanks Operated Facilities Contingencies

Taken from Section 1.3.5 Summary Contingency Plans from Shanks SDP - Business Continuity

GLOSSARY OF TERMS

In this Agreement, the following expressions have the following meaning:

Administrative Area	the administrative area(s) at the date of this Agreement of the Parties;
Authorised Vehicle Policy	means the policy adopted by the Strategic Partner for the authorisation of vehicles accessing any of its Facilities and included in Schedule 5, Part C of this IAA;
Commencement Date	means the date of this IAA;
Commercial Waste	has the meaning given by Section 75(7) of the EPA;
Compost	has the meaning given in BVPI 82b as at the Commencement Date and “Composting”, “Composted” and “Compostable” shall be construed accordingly;
Confidential Information	means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored), and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA;
Contingency Delivery Point	means a contingent Delivery Point as detailed in Schedule 7, Part B;
Contract Waste	means all Municipal Waste arising in the Administrative Area delivered to the Strategic Partner by or on behalf of the Districts under the WDA’s direction.
County	means the County of Cumbria;
CSWP	means the Cumbria Strategic Waste Partnership;
Cumbria Standard Weight	means an estimated kilogramme per bin figure which is used to determine the of commercial waste contained within mixed Commercial Waste and Household Waste loads delivered for disposal;
Delivery Point	means the facilities licensed to receive waste to which the WDA is required to deliver waste as detailed in Schedule 7, Part A;
District	means each district council within the County;
DPA	means the Data Protection Act 1998, as amended from time to time;
Duty of Care	means the waste management duty of care pursuant to

	section 34 of the EPA;
EPA	means the Environmental Protection Act 1990, as amended from time to time;
Expiry Date	means a date seven years from the Commencement Date;
Facility	means a facility for the storage, handling, treatment or disposal of Waste;
Forthcoming Year	means the year ahead from 1 April to 31 March;
Green Waste	means biodegradable waste such as vegetation and plant matter (including the yard trimmings, leaves, shrubs, plants, grass, street trees, or tree trunks, park trees or tree trunks etc) from household gardens, local authority parks and gardens, and commercial landscape gardens;
Guidance	means any applicable guidance or directions with which the Parties are bound to comply;
Household Waste	has the meaning attributed to it in Section 75(5) and Section 89 of the EPA and Schedules 1 and 2 of the Controlled Waste Regulations;
HWRC	means a household waste recycling centre;
IAA	means this inter authority agreement (including its schedules);
Implementation Plans	means the plans for the implementation by the WCA of waste collection services (including the Recycling Reward Scheme) in writing agreed between the WDA and the WCA for the Forthcoming Year;
Industrial Waste	means as defined under Section 75(6) EPA ;
JMWMS	means the strategic framework for the management of municipal waste within the County known as the Joint Municipal Waste Management Strategy 2008-2020 (and any replacement or revision of such framework document), jointly developed and subscribed to by the Districts and the WCAs.
Landfill	(a) for the purposes of the diversion of biodegradable Municipal Waste, has the meaning given to it in the WET Act; and (b) for the purposes of Landfill Tax, has the meaning attributed to it by Section 65(1) of the Finance Act 1996;
	and “Landfilled” and “Landfilling” shall be interpreted accordingly;

Landfill Tax	has the meaning set out in Section 39(1) of the Finance Act 1996;
“Landfill Allowances Trading Scheme” or “LATS”	means the scheme implemented by the Government pursuant to the WET Act;
Legislation	means <ul style="list-style-type: none"> (a) any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; (b) any exercise of the Royal Prerogative; and (c) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
Local Area Agreement	means the Local Area Agreement for Cumbria 2008 – 2011 or any revision or replacement of that agreement;
<u>Memorandum of Understanding</u>	<u>means CSWP’s “Memorandum of Understanding” (and any replacement or revision of the document) ;</u>
<u>Municipal Waste</u>	<u>means all waste which a local authority has a statutory duty or power to collect, including (without limitation) Household Waste, Commercial Waste, fly tips and street cleansing arisings;</u>
National Indicator 191	This indicator is the number of kilograms of residual household waste collected per household. Should we include whole calculation or could we put these in an appendix? Alec. P
National Indicator 192	The percentage of h Household w Waste arisings which have been sent by the authority for reuse, recycling, composting or anaerobic digestion. Should we include whole calculation or could we put these in an appendix? Alec. P
National Indicator 193	The percentage of m Municipal w Waste which is sent to l Landfill. Should we include whole calculation or could we put these in an appendix? Alec. P
National Indicator 195	The percentage of relevant land and highways that is assessed as having deposits of litter, detritus, graffiti and fly-posting that fall below an acceptable level. Should we include whole calculation or could we put these

	in an appendix? Alec. P
Memorandum of Understanding	means CSWP's "Memorandum of Understanding" (and any replacement or revision of the document);
Municipal Waste	means all waste which a local authority has a statutory duty or power to collect, including (without limitation) Household Waste, Commercial Waste, fly tips and street cleansing arisings;
Project Agreement	means the contract entered into by the WDA with the Strategic Partner for services relating to the design, installation, operation, and maintenance of waste management facilities within the County for a period of twenty five (25) years;
Recycling	has the meaning given in BVPI 82a as at the Commencement Date and "Recycle", "Recycled" and "Recyclates" shall be construed accordingly;
Recycling Reward Scheme	means the scheme devised and agreed by the WDA and the Districts for incentivising and rewarding the Districts for achieving target levels of Recycling (and described in Schedule 6, Part A to this IAA) pursuant to section 52 EPA as amended by section 49 of the Clean Neighbourhoods and Environment Act 2005 and with the Environmental Protection (Waste Recycling Payments) (England) Regulations 2006;
Residual Waste	means Waste that is not Green Waste or Recyclates;
Site Rules	means the rules adopted by the Strategic Partner for the safe and efficient operation of its Facilities as notified in writing to the Districts from time to time;
Statutory Targets	means <ul style="list-style-type: none"> (a) national performance indicators <u>National Indicator 191, National Indicator 192, and National Indicator 193 and National Indicator 195 published in the Department for Communities and Local Government ("DCLG") "National indicators for Local Authorities and Local Authority Partnerships: Handbook of Definitions", Annex 4 (Local Economy and Environmental Sustainability)</u> or any other performance indicators published in Legislation or Guidance as may be issued by <u>DCLG</u>, the Audit Commission, DEFRA or any other competent authority from time to time relating to recovery and recycling (so enshrined following the Waste Strategy for England issued by the Secretary of State pursuant to the EPA); and (b) the diversion requirements set out in the Landfill Directive 1999 (99/31/EC) requiring all Local

Authorities to divert prescribed amounts of biodegradable municipal waste from Landfill, as enforced by the WET Act;

Strategic Partner	means Shanks Waste Management Limited who have contracted to provide the services under the Project Agreement;
Waste	has the meaning ascribed to it in Section 75 of the EPA;
Waste Strategy for England	means the Waste Strategy for England 2007;
WET Act	means the Waste and Emissions Trading Act 2003, as amended from time to time.

		Part One
EXECUTIVE COMMITTEE		(D) Agenda Item 11
Date of Meeting:	10th June, 2009	
Reporting Officer:	Director of Regeneration and Community Services	
<p>Title: Partnership Protocol</p> <p>Summary and Conclusions:</p> <p>A protocol for partnership working has been prepared.</p> <p>Recommendations:</p> <p>To agree that the partnership protocol be adopted.</p>		

Report

The Council works with a wide range of partnerships across many services. The attached protocol at **Appendix 3** provides a guide to the process and procedures that should be followed when establishing and maintaining effective partnerships. In particular, it recognises there are a variety of forms of partnership which present different challenges and opportunities to the Council, and that there needs to be a consistent approach to working with them. It therefore sets out: the principles the Council will follow when working in partnership; the process to follow when establishing new partnerships; and the process of reviewing partnerships.

The protocol is based upon best practice developed by the Audit Commission.

Once agreed it will form one of the suite of governance documents for the Council.

(i) **Legal Implications**

The protocol will form one of the Council's Governance Documents.

(ii) **Risk Assessment**

An assessment of the risks to the Council when engaging in a Partnership is part of the protocol.

(iii) **Financial Implications**

None.

(iv) Health and Safety Implications

None.

(v) Key Priorities or Corporate Aims

Effective community leadership.

(vi) Equal Opportunities

None.

Background Papers

None.

Barrow Borough Council Partnership Protocol

Purpose of the protocol

1. Partnerships are important in the delivery of services to local people. To ensure that we can maximise opportunities for joint working, a consistent approach to developing, working with and reviewing partnerships is required. Clear procedures need to be in place and information on existing partnership activity must be available.
2. This protocol provides a guide to the key processes that should be followed when establishing and maintaining effective partnerships. It outlines:
 - the principles that the Council will follow when working in partnership
 - the process to follow when establishing new partnerships
 - the process to follow when reviewing existing partnerships.

Partnership working

3. The Council actively works in partnership with many public, private and voluntary organisations to deliver the most efficient, effective and economic services to improve the quality of life of people in the Borough. By working together we achieve more than each organisation can separately, for example by:
 - Coordinating actions across local organisations
 - Making best use of available resources
 - Avoiding duplication and making efficiency savings
 - Learning from each other by sharing knowledge and best practice.
4. To ensure that there is a consistent approach to partnership working, there are a number of key principles which all partnerships should follow:
 - The Council should only participate in partnerships that work towards improving quality of life for local people
 - Partnerships should clearly set out their aims and objectives, and these should contribute to the delivery of the aims of the Sustainable Community Strategy for Barrow, and The Council's corporate aims and objectives
 - Partnerships that expose the Council to significant risk should be registered on a central partnership register (see paragraph 15).
 - Significant partnerships should have a written agreement or governing document
 - All new, significant partnerships should be supported by a business case and consideration should be given the need for a formal legal arrangement
 - Partnerships should be subject to review, evaluation and action planning to enhance effectiveness and to share best practice

- Information about the performance of significant partnerships should be collected and reported on within the authority
- Information should be made available to the public about partnership activity in a clear and consistent format.

What is a partnership?

5. The Council works with many different partnerships that range from major partnerships with funding and financial responsibilities, to small groups that meet to share best practice.
6. There are many descriptions of partnerships but a simple definition is: *an agreement between two or more independent bodies to work collectively to achieve an objective*¹
7. The Audit Commission (2005) confirm that partnerships vary in size, service area, membership and function. They include voluntary and statutory partnerships; executive and non-executive partnerships; strategic service delivery partnerships; and strategic partnering for private sector procurement.
8. In practice, partnership arrangements can be considered to fall into two principal categories:
 - 8.1 Partnership Bodies: This is where a number of organisations (e.g. district council, county council, private sector company, public/voluntary sector agency) come together to form a separate body to carry out a specific service(s) or function(s). The great majority of the partnerships that the Council enters into fall under this category. The separate body may or may not be a legal entity in its own right.
 - 8.2 Partnering Contracts: This is where the Council engages a contractor (often from the private sector) to carry out a service(s) or function(s) and where the terms of the contract are such that both parties share something tangible in respect of the service(s)/function(s). For example, cost savings could be shared, as could profits. In all cases, both parties will share some common objective(s) usually associated with service improvement and/or cost reduction and may bear commensurate responsibility(ies).
 - 8.3 Neither of these should be confused with a good working contractual relationship. This is where the Council engages a contractor (usually from the private sector) to carry out some work and where the Council and contractor liaise fully and properly throughout the work to ensure that the work is carried out correctly and proficiently.

What is not a partnership?

9. Where the Council enters into *legal contractual arrangements*, for example for construction projects, these are usually subject to formal legal contracts and are not covered by this Protocol; they will have separate specific guidelines and procedures which will need to be followed.
10. There are also internal 'partnerships' within the Council where *teams* from across the authority are working together on specific projects; and there are many examples where officers from a number of agencies have formed *working groups* or *networks*

¹ Governing Partnerships - Bridging the Accountability Gap, Audit Commission, 2005

to share best practice. In these cases the principles of partnership working will need to be adhered to but they are unlikely to require the formal procedures that true partnerships do. Similarly, *outside bodies* and *consultative groups* are not partnerships for these purposes.

Significant Partnerships

11. It is possible to rank partnerships in terms of their importance and potential risk using the following criteria:

11.4 High Risk: In a number of key partnerships the Council acts as the lead partner and as such takes on the management of partnership activity. In addition The Council is the accountable body for a number of the partnerships it is working with. In such cases the Council is responsible for the financial management of the funds allocated to or managed by these partnerships, and partnership funds must be managed in accordance with the Council's Financial Regulations. As such these partnerships bring associated responsibilities and significant risk.

11.5 Medium Risk: The Council plays a key role in a number of major strategic partnerships which either do not have financial resources to manage or where the accountable body role is undertaken by another agency.

11.6 Low Risk: In other partnerships and working groups council officers work with internal and external partners to share experiences and develop new working practices. These partnerships can often be extremely important in terms of developing relationships with partners and ultimately delivering better services to local people.

12. The Audit Commission further defines "significant" partnerships as those partnerships through which the Council commits significant resources.

13. For "significant" partnerships, the Audit Commission requires the Council to have arrangements in place to review:

- their financial performance in respect of adherence to budgets and any other financial targets
- delivery of the partnership's objectives (performance management backed up by reliable, high-quality performance data)
- outputs (to be satisfied they represent value for the investment)
- the adequacy of reporting arrangements to the partnership and Members.

14. The Audit Commission's current requirements are that:

- Financial performance is regularly reviewed, linked to outputs, and the results shared with partners and acted upon
- The risk management process specifically considers risks in relation to significant partnerships and provides for assurances to be obtained about the management of those risks
- The council has identified its significant partnerships and has appropriate governance arrangements in place for each of them
- Standing orders, standing financial instructions and scheme of delegation make specific reference to partnerships as appropriate

- Governance arrangements with respect to partnerships are subject to regular review and updating

Database of Partnerships

15. The Borough Treasurer's department will maintain a database of all **significant partnerships** the Council is involved in (including any cases where Barrow Borough Council is the Accountable Body, or receives grant funding, and there are explicit clawback provisions). By maintaining such a database, the Council will be able to minimise the risk that the Council is unknowingly exposed to financial or legal liabilities. The database will also include an assessment of the costs and benefits of each partnership.

Registering a partnership

16. The Council now requires every significant partnership that it is involved with to be registered on a Partnerships Register. The Register is a central record of the partnerships the Council is involved with. It is the responsibility of each Chief Officer to ensure that all of the partnerships their officers work with are registered. Details of Partnerships held on the database should be reported to Management Board every 6 months to ensure they are kept up to date.

17. The database will not include all partnerships: it will focus on those with the greatest financial and/or legal risk and those most important to furthering the Council's objectives.

Creating New Partnerships

18. There are many partnerships working successfully throughout the Borough and the wider County. To avoid duplication and unnecessary time and effort, officers considering establishing a new partnership should consider the following:

- Is a new partnership really necessary?
- Will this partnership duplicate the work of other groups?
- Can we work with an existing partnership instead?
- Will the work of the partnership contribute to the delivery of The Council's corporate aims and objectives?
- Is forming a partnership the best way of achieving the required outcome?
- Have we got the right people?
- If necessary, has formal authority been given for The Council to enter into the partnership?

19. These questions are not intended to discourage partnership working; they are intended to ensure that the partnerships that exist are necessary, appropriate and the most effective approach to improving service delivery.

20. In developing any Partnership Body or Partnering Contract, it is necessary to fulfill the following two basic requirements:

20.1 ensure that the essential elements of good governance, accountability and transparency are maintained within the proposed partnership; and

- 20.2** that any risks associated with the proposed partnership have been assessed and procedures put in place to best manage those risks.
- 21.** Separate “checklists” are provided for a Partnership Body (Appendix A) and a Partnering Contract (Appendix B). The relevant officer should make due consideration of the checklist - and make a decision on whether the partnership is “significant” (in the context of this protocol) - before entering into a partnership.
- 22.** Not all the items listed in the checklist will be required for all types of partnership and the checklists are included as an prompt, to ensure that proper consideration is given to potential issues, rather than as a formal process.

Partnership Agreements

- 23.** All significant partnerships the Council works with must have a written agreement or governing document in place. By having such a document there should be a shared understanding amongst partners about the purpose, aims and objectives of the partnership, membership and accountability. No one single form of agreement will be appropriate for all kinds of partnership and the process of agreeing a governing document is an important part of partnership governance and development. Each partnership must decide for itself what it needs taking into account:
- Legal requirements
 - Financial Regulations
 - Performance management and data quality requirements
 - Audit and inspection guidance
- 24.** Each partnership agreement must set out clearly and unambiguously its main procedures. The checklist at appendix 1 contains key items the partnership may wish to include within the agreement, but these are not exhaustive and additional information may need to be included depending on the nature of the partnership concerned.

Process for reviewing an existing partnership

- 25.** Existing partnerships should be reviewed on a regular basis to determine whether they are still required, to evaluate how effectively they are working, and to make recommendations for improvement. It is recommended that each partnership is reviewed at least every two years and evidence of this review should be retained for audit and inspection purposes.
- 26.** The annual review of significant partnerships is typically based on the publication of the partnership’s annual report and, where appropriate, published accounts. To standardise the reports as far as possible, given the diverse nature of the significant partnerships, the report takes the form of responses to a series of prompt questions, attached as Appendix 3.
- 27.** Reports on the annual reviews of significant partnerships are submitted to the appropriate overview and scrutiny committee.

Reporting progress

- 28.** Significant partnerships must report progress to elected members, officers and local people. Reports should be submitted to the relevant committee. The Council is

accountable to the local community and it is good practice to make information available about the work of partnerships it is involved in.

The Council as Accountable Body

29. The Council will, on occasions, be the Accountable Body for a partnership. An Accountable Body is required where a major partnership funder, e.g. the European Union, gives a grant but requires one particular body to be responsible for accounting, project reporting etc. In particular, the Accountable Body will usually be responsible if there is any grant clawback. Elected member approval via a suitable committee must be obtained before Accountable Body status is taken on.

Further Guidance

30. The Audit Commission have produced the guide “Governing Partnerships”, which can be accessed at:

<http://www.audit-commission.gov.uk/Products/NATIONAL-REPORT/1CDA0FEF-E610-463c-B3F3-220F607B1A2C/GoverningPartnerships26Oct05REP.pdf>

Appendix A: Partnership Checklist

Introduction

31. A Partnership Body will involve a relationship between parties which is designed to serve shared objectives, based on:

- a shared understanding of those objectives, and the aspirations of the parties;
- a non-confrontational relationship based on trust and openness, but nevertheless the need for formal arrangements to be established;
- a recognition of the diverse skills and expertise of the parties facilitating development and innovation;
- a recognition of the need to share the benefits resulting from joint working;
- a sharing of information; and
- the need to work closely towards the resolution of disputes that may arise, to avoid wherever possible recourse to more formal procedures.

32. A partnership agreement is advisable for most partnerships, unless neither financial nor legal issues arise. Whilst the length of any agreement will need to recognise the complexity of the individual partnership, any agreement should include, or clarify, the matters set out below.

Legal Power

- Does the Council have the legal power to enter into this partnership?

Title of Partnership

- What is the intended Partnership name?

Parties

- What processes have been undertaken to identify and select potential partners?
- Who are the intended partners? Do you have full names and addresses together with details of representatives?
- What approvals have been obtained to date to establish the Partnership and what further approvals are required (ie Member approval, checking legality of proposals, etc)?

Partnership Aims and Objectives

- Are the objectives of the Partnership clearly set out?

- Do the objectives complement the Council's priorities and corporate aims and objectives?

Resource Implications

- Have the resource implications for the Council in terms of manpower and finance been identified as available?
- If there are any financial implications, has budgetary provision been made?

Value for Money (VFM)

- Whilst assessing VFM is necessarily subjective, it is important that before entering into a partnership, the costs are balanced against the benefits.

Risks

- Are there any financial or legal risks for the Council?
- How does the partnership manage risks?

Duration

- When is it due to commence and what is the intended duration of the Partnership?

Partnership Constitution

- Is it intended that the Partnership will have its own legal status, ie become a body corporate in its own right? If so, has the most appropriate vehicle been identified, eg a company limited by guarantee, a trust etc? Who is to draft any necessary documentation and form the body corporate?
- Is it intended that the Partnership will not have a separate legal status to that of its partners? If so, it will be necessary for the Partnership to have a written constitution, which will regulate the relationship between the partners.
- Whatever mechanism is chosen, have the following constitutional and management arrangements been addressed?

Structure	<ul style="list-style-type: none"> • How are the proposed partners to be involved at membership/management body levels? • Who is to be the Chair and Vice-Chair?
Conduct of Meetings	<ul style="list-style-type: none"> • How are the Partnership/Board Meetings to be conducted, eg where will the meetings take place, frequency, notice and quorum for meetings?

<p>Decision Making</p>	<ul style="list-style-type: none"> • What will be the voting entitlement of representatives at Partnership/Board meetings? • How will conflicts of interest (ie where a Partnership representative has an interest in any matter to be considered by the Partnership/Board) be addressed?
<p>Confidentiality</p>	<ul style="list-style-type: none"> • During the course of the Partnership business, will partners and their representatives receive confidential information? If so, are the partners and their representatives required not to divulge that information to third parties nor use it themselves for non-Partnership purposes?
<p>Secretarial Support</p>	<ul style="list-style-type: none"> • The Partnership will require secretarial support. This may include ensuring compliance with applicable legislation etc, preparing and issuing agendas for Partnership Board meetings and the recording and keeping of minutes of those meetings. Who is to provide this role?
<p>Corporate Governance</p>	<ul style="list-style-type: none"> • The Partnership will require an effective corporate governance framework. This may vary depending on the reason for establishing the Partnership, how it is to be formed and managed and the degree of independence that it is to have from its participating members. Clearly, the corporate governance arrangements should be proportionate to the partnership. In essence, the arrangements should be satisfactory if they include clear, written, and agreed answers to all the questions in this checklist. In addition, they may need to address some, or all, of the following areas: <ul style="list-style-type: none"> • Budget requirements • Receipts and payments, including petty cash • Salaries and wages • Travel and subsistence • Accounting procedures • Contracts/purchasing including tendering • Assets

- Inventories/stocks
- Insurance
- Personnel procedures

Equalities

- How does the partnership ensure that it promotes equality in all it does?

Reporting

- How will information be provided and reported to Partnership members?
- Are the means of monitoring service delivery established?

Documentation

- Who is to draft any necessary documentation?

Appendix 2: Partnering Contract Checklist

33. Generally, all usual considerations when entering into a contract should be applicable, however, some of the points below may be of particular relevance in a partnering environment.

- Is the contract clear and understandable, especially in relation to those aspects that go beyond normal contractual arrangements?
- Are the responsibilities of both parties set out clearly (e.g. who does what, when and where and who pays what and when)?
- Are service delivery standards and targets clear?
- How can things be changed (e.g. change to work carried out)?
- Are innovations encouraged (e.g. innovative ways of delivering a service) and what happens to any resulting cost saving?
- What happens if things go wrong (e.g. withholding payments, damages, termination)? Does this also cover the issue of problems with innovative service delivery?
- Have all potential risk liabilities been fully considered?
- Financial arrangements – is the payment procedure clear?
- Is the duration of the contract clear? Can it be extended and, if so, under what terms?
- How are the Council's corporate objectives communicated to the Contractor?
- What are the liaison arrangements between the Council and the Contractor?
- Are there any requirements about consulting customers/public?
- What arrangements are in place to monitor and report service delivery?
- Does the contract state that this is not a 'partnership'? (The creation of a partnership gives rise to some complex liabilities/responsibilities between the partners). The Director of Corporate Services should be consulted on this point.

Appendix 3: Barrow Borough Council Significant Partnerships Annual Review (Proforma)

Partnership:	
Alignment of objectives	
Is there sufficient alignment between the objectives of the Partner(ship) and those of the Borough Council?	
Governance	
Is the Partnership relationship clearly defined and appropriate?	
Monitoring	
Is there adequate performance information exchanged as part of a robust performance management arrangement?	
Performance, Risks and Resilience	
Is the partnership performing satisfactorily and are there any operational problems or issues to be addressed? What impact might unexpected events have on the delivery of Council objectives?	

EXECUTIVE COMMITTEE		Part One (D) Agenda Item 12
Date of Meeting:	10th June, 2009	
Reporting Officer:	Director of Regeneration and Community Services	
<p>Title: Working Neighbourhoods Fund 2008/09 Provisional Out-turn and Programme for 2009/10 2010/11</p> <p>Summary and Conclusions:</p> <p>2008/9 out turn and future programme for Working Neighbourhood Fund is set out.</p> <p>Recommendations:</p> <p>To note the progress on implementation of the fund.</p>		

Report

Working Neighbourhood Fund (WNF) is a three year area based grant with a total value of £8.694m.

Members approved allocations from the fund, and this report sets out the provisional out turn for 2008/9, the allocations made for the current financial year and 2010/11. A copy is attached at **Appendix 4** (to follow).

In accordance with our normal practice, projects supported in 2008/9 will be subject to audit.

There is a positive balance of £337,654 on the overall programme.

(i) Legal Implications

None.

(ii) Risk Assessment

None.

(iii) Financial Implications

The majority of the WNF has been allocated.

(iv) Health and Safety Implications

None.

(v) Key Priorities or Corporate Aims

Investing in our economic future.

Creating an enhanced quality of life for local residents.

(vi) Equal Opportunities

None.

Background Papers

None.

EXECUTIVE COMMITTEE	(D) Agenda Item 13
Date of Meeting: 10th June, 2009	
Reporting Officer: Director of Regeneration and Community Services	
Title: Car Parking Concessions: Emlyn Street Car Park	
Summary and Conclusions:	
Evaluation of the scheme may prove difficult due to scale and displacement. Additional costs for software and legal notices will be incurred. The trial period should be for three months.	
Recommendations:	
Your instructions are requested.	

Report

Background

At your last meeting Members agreed in principle to operating a car parking concession on Emlyn Street Car Park for a trial period subject to a further report on evaluation and implementation – Minute 176 refers.

The purpose of the proposed concession is to support Town Centre business by increasing duration of stay in the Town Centre. Direct evaluation of this will prove difficult, given that Emlyn Street comprises just over 5% of the total pay and display car parking spaces in the Town Centre. It is unlikely, therefore, that any additional expenditure due to the concession would be detected in retail premises without extensive primary research/survey work. In addition, it is likely that displacement from existing car parks will occur. Evaluation will, therefore, be restricted to monitoring usage of tickets supplemented by anecdotal information.

Implementation of the concession will require removal of the one hour tariff and reduction of the two hour tariff to one hour. For the period August, 2008 to March, 2009 one hour and two hour sales were almost equal comprising 77% of total sales.

Software changes to the machines will cost £200.00 and publicised legal notices will be required to ensure contraventions can be enforced.

Bearing in mind the above reservations about evaluating the initiative, it would be appropriate to operate the concession for a three month period. With a further report to Executive Committee at the end of this period.

Members instructions are requested.

(i) Legal Implications

The concession will have to be subject to legal notices to ensure contravention notices can be enforced.

(ii) Risk Assessment

None.

(iii) Financial Implications

In addition to direct costs of implementation the Council will lose an estimated £1,000.00 over a three month period.

(iv) Health and Safety Implications

None.

(v) Key Priorities or Corporate Aims

Investing in our economic future.

(vi) Equal Opportunities

None.

Background Papers

Nil.