

CABINET MEMBER FOR HOUSING AND ENVIRONMENTAL SERVICES

Venue: Town Hall, Moorgate
Street, Rotherham.

Date: Monday, 10 January 2005

Time: 9.30 a.m.

A G E N D A

1. To determine if the following matters are to be considered under the categories suggested in accordance with the Local Government Act 1972.
2. To determine any item which the Chairman is of the opinion should be considered as a matter of urgency.
3. Minutes of meeting held on 15th and 29th November, 2004
(See Orange Delegated Powers Book dated 5th November-3rd December, 2004, Pages 1-14)
4. Petition - Westpit Hill, Brampton (Pages 1 - 3)
- to consider the amalgamation of Westpit Hill and Hurley Croft
5. Decoration Allowance Policy and Procedure (Pages 4 - 22)
- to approve the introduction of the revised Decoration Allowance Policy
6. Portfolio of Closed Landfill Sites (Pages 23 - 29)
- to note the report
7. Exclusion of the Press and Public
Resolved:- That, under Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of exempt information as defined in those paragraphs indicated below of Schedule 12A to the Local Government Act 1972:-
8. Household Waste Recycling Centres - Payment of Recycling Premium (Pages 30 - 33)
(Exempt under Paragraph 9 of the Act – negotiation of terms for the supply of services)

The Chair authorised consideration of the following item to enable the budgetary process to proceed.

9. Housing Rents and Budgets 2005/06 (Pages 34 - 43)

(Exempt under Paragraphs 3 and 8 of the Act – accommodation provided by the Local Authority/expenditure proposed to be incurred by the Authority)

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS

1.	Meeting:	Cabinet Member for Housing & Environmental Services
2.	Date:	10 January 2005
3.	Title:	Report on petition received from the tenants of Westpit Hill, Brampton
4.	Programme Area:	Neighbourhoods

5. Summary

The tenants of Westpit Hill OAP housing scheme, Brampton have submitted a petition requesting permission to use the communal facility at Hurley Croft Sheltered Scheme free of charge.

6. Recommendations

- **THAT THE WESTPIT HILL OAP BUNGALOW SCHEME AND THE HURLEY CROFT SCHELTERED HOUSING SCHEME BE AMALGAMATED SO THAT ALL NEW ALLOCATIONS HAVE A MANDATORY CHARGE ON THE RENT ACCOUNT TO COVER THE USE OF THE COMMUNAL FACILITY**
 - **THAT THE EXISTING TENANTS OF WESTPIT HILL BE GIVEN THE OPTION OF USING THE HURLEY CROFT COMMUNAL FACILITY IF THEY AGREE TO PAY THE COMMUNAL FACILITY CHARGE**
-

7. Proposals and Details

7.1 The Hurley Croft sheltered housing complex has its own communal facility; therefore every resident has to pay the mandatory charge of £3.90 a week. Directly adjacent to the scheme is an area of bungalows called Westpit Hill, which is not sheltered. The Westpit Hill tenants are requesting free use of the Hurley Croft communal facility.

7.2 The tenants of Westpit Hill are aware of a decision made by the Cabinet Member, Housing & Environmental Services on 19th July 2004 (petition regarding the use of Manor Lodge Warden Centre, Brinsworth) which stated that non-residents be allowed to use warden centres across the borough free of charge. However further investigations have revealed that that decision was that free access to non-residents would only be allowed when the residents agreed i.e. each scheme could have a local agreement regarding non-resident usage.

7.3 This issue has been ongoing for many years and the last time it was raised (May 2001) a decision allowed Westpit Hill tenants the opportunity to pay the weekly charge (£3.90) and join the Hurley Croft Sheltered Scheme. Only one resident took up this opportunity.

7.4 In order to gain a clearer picture of the situation the staff from the Wath office have visited the tenants of both Hurley Croft and Westpit Hill, the results are as follows:

Hurley Croft

All 32 residents were visited and 26 stated that they would not object to the Westpit Hill tenants using the communal facility provided that they paid the weekly charge. Five residents could not be contacted and one would not state why she objected.

Westpit Hill

All 28 residents were visited and 24 stated they have no desire to use the centre although some would reconsider if there were no charge. Three residents expressed an interest in using the centre and paying the weekly charge. One resident already pays the charge and uses the centre.

7.5 It is quite clear from the history, that a decision to allow the residents of Westpit Hill free use of communal facility would be very unpopular. The Hurley Croft tenants are adamant that they pay for the use of the centre and if this use is to be extended to the Westpit Hill residents, they should also pay.

7.6 The majority of residents from both areas felt that the centre should be free of charge and open to all residents. This is not practical as the mandatory charge on the rent pays for the running of the communal facilities in sheltered housing. Without this income it is unlikely the buildings would be sustainable and consideration has to be given to the fact that they are situated in sheltered housing complexes. Therefore alternative usage would have to be selective i.e. it would not be suitable for a youth club, parties etc.

7.7 It is unclear why Hurley Croft and Westpit Hill were not originally designated as one sheltered scheme as geographically they are separated by a minor road. A fairly straightforward resolution is to inform tenants of both areas that our intention is to amalgamate the schemes. Therefore all new tenancies on Westpit Hill will be let as 'sheltered' with a mandatory charge on the rent for the communal facility. The existing tenants of Westpit Hill could be given the option of joining the Hurley Croft scheme now and having the communal facility charge added to the rent account. However this would be on the understanding that if the charge is added it will not be removed at a later date.

8. Finance

The income received from the mandatory charge on the rent pays for the management and maintenance of communal facilities in sheltered housing. At the moment this is £3.90 per week.

9. Risks and Uncertainties

Any decision to allow the Westpit Hill tenants free use of the communal facility could create a situation where the Hurley Croft conditions of tenancy are seen to be an unfair contract.

10. Policy and Performance Agenda Implications

The policy on the use of sheltered housing communal facilities by non residents can be summarised as follows:

- Subject to a local agreement, residents of sheltered housing schemes may allow non-residents usage of the communal facilities.

11. Background Papers and Consultation

Petition from the residents of Westpit Hill, Brampton.

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ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS

1.	Meeting:	Cabinet Members for Housing and Environmental Services
2.	Date:	10 January 2005
3.	Title:	Decoration Allowance Policy and Procedure
4.	Programme Area:	Neighbourhoods

5. Summary

The Audit Commission has identified weaknesses with the existing Decoration Allowance Policy for empty properties. The policy has been revised to address the Audit Commission's concerns and contribute to the delivery of a three star repair and maintenance service.

6. Recommendations

CABINET MEMBER APPROVES THE INTRODUCTION OF THE REVISED DECORATION ALLOWANCE POLICY AND PROCEDURE AND TIME TABLE FOR EVALUATING THE SERVICE

7. Proposals and Details

7.1 The Audit Commission has identified the need to revise the Decoration Allowance Policy and Procedure to ensure that allowances are allocated equitably and performance and satisfaction are systematically evaluated. The proposal is to introduce revised policies and procedures to address these concerns and review the outcome periodically.

7.2 The Decoration Allowance Policy is vital to the commitment to deliver a quality service, and complements the “Houseproud” Empty Property Guarantee. The policy contributes to the creation of sustainable neighbourhoods by providing a home and service that customers feel they have a stake in.

7.3 The current policy and guidance for issuing decoration allowances is limited. The lettings policy states that £25.00 can be offered for each habitable room. It gives no guidance in what circumstances an allowance may be offered. Over time the £25 figure has also been used as a guide by officers using an allowance where decorations have been disturbed by improvement programmes. There has been no identification of the duty that the local authority has under the Landlord and Tenant Act 1985 to replace like with like and/or compensate for decorations damaged during repair work.

7.4 The current system of payment to the customer lacks choice. All payments are made using Focus Vouchers. This arrangement was negotiated with a 10% discount for the authority by RBT Procurement. The vouchers can only be redeemed at Focus DIY stores and there have been complaints from customers about the accessibility of stores.

7.5 Benchmarking has taken place with House Mark, the Institute of Housing ALMO'S. Best practise has been used to produce a revised Decoration Allowance Policy and Procedure Guide (Appendix 1). The main features of the revised procedures are that it:

- Ensures an equitable service by defining a decoration standard for voids, and provides guidance in what circumstances an allowance can be paid.
- Expand the allowance to non-habitable rooms such as hall and stairways.
- Recognise that some rooms are more expensive to decorate than others, and set a sliding scale of allowance to match this.
- Explains the obligations that arise from the Landlord and Tenant Act 1985.
- Improves accessibility of the scheme by expanding the choice of payment methods to include cheques and a credit on the rent account.
- Includes a decoration allowance leaflet to improve the customer's awareness of the service.
- Introduces a decoration allowance contract with the customer which clarifies the responsibility of the customer, and improves the audit of the service.

- Allows for the future improvement of the service by introducing service standards and a customer satisfaction survey, to identify customers needs and aspirations.

7.6 The revised Policy and Procedure will be monitored on a six monthly basis to audit the equitable distribution of allowances and satisfaction with the service. The outcome of the evaluation and satisfaction surveys will be presented to the Learning from Customers Group to inform improvement to the service.

8. Finance

8.1 The Decoration Allowance budget for empty properties and to compensate for damage caused by repair work in 2004/05 is £50,000. The total value of allowances paid in the first six months was £23,460 with all but £645 being allocated to customers taking new tenancies. If the same rate of expenditure were to continue to the end of the year the budget would be 94% spent.

8.2 On average decoration allowances are allocated to 36% of all new tenants. Where allowances are issued the average amount given is £66.32 to decorate approximately three habitable rooms. This is clearly inadequate.

8.3 A Decoration Allowance budget of £75,000 has been provisionally allocated in the draft Annual Maintenance Plan for 2005/06. This figure is based on the maximum amount per room for voids remaining at £25.00 and allocation rate remaining at 36%, a reduction in voids due to stock reduction and the revised policy resulting in an average of four rooms per dwelling receiving an allowance.

8.4 Bench marking revealed the amount of £25.00 per room being offered was the equal lowest with one other authority, other social landlord's standard rates were significantly higher. The highest was over twice the amount currently offered to our customers. Bench marking would suggest that this figure should be raised. However, the exact financial impact of the revised policy is not known. It is recommended that the policy be evaluated in March 2005, so that an assessment can be made whether or not a sustainable rise in the allowance can be made for the start of the new financial year.

8.5 Potential savings which may be used to increase the Decoration Allowance budget further for 2005/6 are currently being investigated. The potential savings will be identified in time to incorporate in the final Annual Maintenance Plan for 2005/06. This will allow the evaluation to more accurately predict whether the budget can be increased to a level which would sustain a rise in the amount payable per room.

9. Risks and Uncertainties

9.1 Increases in payment amounts and other improvements in the service, may increase the percentage of new tenancies receiving an allowance leading to an overspend. This risk will be alleviated by the reduction in stock and positive impact of the Decent Homes Programme. Evaluation of the service will also result in greater accountability and give better information on which to base future affordable improvements in the service.

9.2 The increased methods of payment will mean that fewer vouchers will be issued and consequently less discount will be received. This will be offset against a higher level of customer satisfaction.

The introduction of the contract and regular evaluation will reduce the risk of fraud and improve performance management.

Guidance on the duties under the Landlord and Tenant Act 1985 will ensure compliance and avoid litigation and damage to the council's reputation.

10. Policy and Performance Agenda Implications

10.1 Adoption of the policy will complement the "Houseproud" Empty Property Guarantee. It will help deliver a flexible service, which is equitable and responds to need. It will support the strategy to deliver a three star repairs and maintenance service.

10.2 The policy will strengthen the process for letting empty properties and improve satisfaction with the landlord service. This will help improve performance on HES 68 and BV 74 respectively. It also helps create sustainable tenancies and will support performance on HES5 by helping to reduce the number of tenancies which fail in the first twelve months.

11. Background Papers and Consultation

Landlord and Tenant Act 1985
ALMO Indicative Inspection 2004
Repairs and Maintenance inspection 2004

Consultation has been undertaken with the Repairs and Maintenance Policy Panel, Vacant Property Policy Panel, Estate Management Policy Panel and with Tenant and Leaseholder representatives at an Estate Management Consultation day on the 21 October 2004. The customer representatives' response was mixed varying from agreement to widen the choice of payment and amount paid to a significant number who believed the allowance should be scrapped. All views were considered and the policy has been revised in line with the sustainability agenda and the Audit Commissions guidance.

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HOUSING & ENVIRONMENTAL SERVICES

**DECORATING ALLOWANCE SCHEME
POLICY AND PROCEDURE**

December 2004

Contents	Page
1. Summary	3
2. The Benefits	3
3. Decorating Allowance Scheme Policy	3-5
3.1 Voids	3
3.2 Occupied Properties	4
3.2.1 Responsive Repairs	4
3.2.2 Programmed/Improvement Works	4/5
3.2.3 Right to Appeal	5
DECORATION ALLOWANCE PROCEDURE	6-14
4. Guidance to Visiting Officers	6-8
4.1 Assessment Guidance	6
4.2 Void Properties	6/7
4.3 Occupied Properties	7
4.3.1 Responsive Repairs	7/8
4.3.2 Programmed/Improvement Works	8
5. Guidance to Neighbourhood Offices	9-10
5.1 Issuing Decoration Allowances – Customer Choice	9
5.1.1 Vouchers	9
5.1.2 Cheques	9/10
5.1.3 Rent Credit	10
5.2 Decorating Allowance Scheme Contract	10
6. Lost of Stolen Vouchers	10-11
6.1 Lost or Stolen Voucher(s)	10
6.2 Replacement of Voucher(s)	11
6.3 Lost or Stolen Cheque	11
6.4 Replacement of Cheque	11
7. Post Inspection	11-12
7.1 First Inspection	11
7.2 Standard of Work	12
7.2.1 Satisfactory	12
7.2.2 Unsatisfactory	12
7.2.3 Second Post Inspection	12
7.2.4 Recharge	12
8. Appeals Process	12-13
8.1 Amount of Allowance Awarded	12
8.2 Unsatisfactory Inspection	13
9. Decorating Voucher Scheme Survey	13
10. Storage and Security of Vouchers	13
11. Audit	14
11.1 Voucher Stock Log	14
11.2 Ordering Vouchers	14
12. Review of Decorating Scheme Procedure	14
Appendices Page	15

HOUSING AND ENVIRONMENTAL SERVICES

DECORATING ALLOWANCE SCHEME

1. SUMMARY

This Decoration Allowance Scheme has been created to ensure that the Council:

- Has an equitable decoration allowance standard for empty properties that complements the Houseproud guarantee.
- Contributes towards damaged decoration following major improvement works;
- Meets its legal duty to make good any damage to decorations following repair or else pay compensation for failing to make good decorations.

Its aim is to ensure that both existing and prospective customers are dealt with fairly and consistently across the borough.

2. THE BENEFITS

The benefits of the revised policy are:

- Improved guidelines on when, where and how much allowance can be offered to ensure that the same standard of service is applied consistently across the borough
- Customers will not suffer any loss when having repair or improvement work carried out to their home
- Customers will be offered one of three choices of how they receive their allowance.
- The sustainability of tenancies will be improved by making it easier and quicker for customers to overcome the disruption of improvements.
- The revised scheme based on benchmarking for best practice and consultation with customers, demonstrates our continuous commitment to the improvement of service standards.

3. DECORATING ALLOWANCE SCHEME POLICY

3.1 VOIDS

The “Houseproud” Empty Property standard, guarantees the standard of a home that every customer can expect when signing the tenancy agreement. The decorative standard and fair and equitable allocation of decorating allowances is an important part of that standard.

The decoration allowance will be set annually and applied consistently across the borough. The amount for this financial year can be found at **Appendix A**.

Decorating allowances will be paid to transfer applicants. However, the amount payable will depend on the condition of the decoration in the outgoing property. The decorating allowance on the outgoing property will be offset against the decorating allowance on the new property. It should be noted that, in some cases, this process could lead to no allowance being paid.

Decorating allowances will not apply to new tenancies created by mutual exchange.

3.2 OCCUPIED PROPERTIES

3.2.1 Responsive Repair

The council has a legal duty under the Landlord and Tenant Act 1985, to make good or compensate for damaged decorations following responsive repair work. Responsive Repairs are detailed under the Right to Repair.

Each customer is entitled to have their decoration reinstated or else be entitled to damages for having to decorate themselves. Not all repairs will cause damage, but where they do, an allowance will be made based on the cost of replacement taking into account the value of the decorations.

The principal of reinstatement means that a standard allowance rate cannot be provided. However, on an annual basis a guide to help officers negotiate a fair and consistent rate will be produced. A guide for the 2004/05 financial year can be found at **Appendix B**. NB. It must be stressed the figures are a guide only.

If an allowance cannot be agreed, the customer should be informed of the appeals process.

Examples of responsive repair work that may result in compensation being paid can include:-

- Electrical re-wiring following electrical fault
- Central heating replacement following total loss of heat from existing system (where system cannot be repaired).
- breaking into chimney breast to inspect a flue
- Broken bathroom fittings and associated re-tiling
- Insecure external windows/doors
- loose or detached banister/handrail
- leaking roof
- Repairing a defective Damp Proof Course

3.2.2 Programmed Works/Improvement

Programmed improvements are defined by case law as being:-

“Works executed which result in the delivery of something different in quality to that which was originally let”.

The Council has no legal responsibility to provide a decoration allowance following an improvement to a home. As a good landlord the council feels that it should help customers where decorations have been disturbed following programmed/improvement works. Not all improvement works will cause damage or require the full decoration of a room. The amount will be negotiated with the customer. The maximum amount to be offered per room will be the same as for an empty property and allowances are listed in **Appendix A**.

Examples of programmed works can include:-

- Central heating replacement
- Window/door replacement
- Kitchen replacement
- Bathroom replacement
- Damp proof course
- Plastering*
- Installing a Damp Proof Course for the first time

* Most damage to plasterwork is discovered during routine redecoration by a customer. In such circumstances, compensation for damage to decoration is not appropriate. However, if the Council has to make good plasterwork as a result of damage caused during repair work, then the customer should be compensated by way of a decoration allowance. Officers will need to determine whether replastering was necessary following a responsive repair or programmed repair and refer to the Allowance Table at **Appendix B**.

3.3 RIGHT OF APPEAL

The customer shall have the right of appeal if they disagree with the decoration amount being offered as a sitting customer. The right of appeal is clearly set out under this Policy under Section 8.

DECORATION ALLOWANCE PROCEDURE

4. GUIDANCE TO VISITING OFFICERS

To ensure that the assessment of standards of decoration are consistent across the Borough the following procedure will ensure that Visiting Officers follow strict procedural guidance which removes impartiality against their own taste and style

4.1 ASSESSMENT GUIDANCE:

- All decoration, whether old or new, must be intact – no major tears or strips of wallpaper should be missing.
- Condition should relate to the standard in which the paper/paint has been applied and not to taste and colour.

4.2 VOID PROPERTIES

When a property becomes vacant, as part of the initial property inspection, the visiting officer must assess:

- The property’s current decorative standard (using the guidance above)
- The possible damage that may occur as a result of future repairs listed on the Void Repair Schedule (some repairs will disturb decorations and mean that a decoration allowance will be required).





Digital photographic evidence of affected rooms should be taken and stored electronically on the neighbourhood office computer system. (Photographic evidence may be required to pursue enforcement action if the customer does not use the allowance to complete the work. It may also be necessary to pursue a recharge against the outgoing customer.)

Rooms that do not qualify for an allowance at time of inspection, but will qualify once void repair works are completed, need not be photographed.

For example:

Void Inspection:

Kitchen	decorative standard good – no work to be issued. No allowance
Living room	decorative standard in poor condition – few strips missing - no work to be issued. Allowance £25.00 
Hall/stairs	wallpaper poor condition – tears along handrail and bottom of stairs – new banister and handrail to be fitted. Allowance £25.00 
Bedroom 1	good decorative standard - fitted wardrobes to be removed and skirting reinstated. Allowance £25.00

Visiting Officers will need to keep a clear audit trail, indicating why an allowance is being paid. This should be done by recording the amount payable for each room on the void inspection form.

Decorating allowances for void properties should be awarded to affected rooms at the standard rate identified at **Appendix A**.

Once documentation is complete, the void paperwork should be returned to the neighbourhood office to continue with both the Void and Decoration Allowance procedure.

4.3 OCCUPIED DWELLINGS

4.3.1 Responsive Repairs

As the Council has a legal obligation, the Customer should be informed that whilst Operatives will endeavour to minimise any damage during repair work, any decorations that are disturbed as a result of the repair, will be reinstated by means of a decoration allowance.

Examples of responsive repairs which could cause damage to decoration are:-

- electrical re-wiring following electrical fault
- central heating replacement following total loss of heat from existing system (where system cannot be repaired).
- breaking into chimney breast to inspect a flue
- broken bathroom fittings and associated re-tiling
- insecure external windows/doors
- loose or detached banister/handrail
- leaking roof
- repairing a defective Damp Proof Course

The legal definition of what is a repair or improvement is not always straight forward. For instance work to eradicate dampness will tend to be a repair although old case law states that a damp proof course, where there previously wasn't one, will be improvement. Corroded metal window frames being replaced with modern double glazing has been held to be a repair as there was no other way of repairing other than replacement. Where there is doubt about the classification of the intended work, it will be the duty of the officer commissioning the work to clarify with legal services whether the work is a repair or improvement in advance of ordering it.

It is not possible to specify the exact amount that should be paid per room because in each case the extent of damage to customer decorations and value of those decorations will value vary from room to room and house to house.

If a customer claims damage has occurred, a Visiting Officer will attend and negotiate a compensatory payment based on the cost of replacement, taking into account the value of the decorations. The principal that the allowance should reflect the actual cost of replacement means a standard rate cannot be offered. However, to help give consistency in negotiation with customers, a guide is give in **Appendix B**. It must be stressed this is



only a guide, the true amount may be much more or much less for different properties depending on the extent of the damage and type of decorations.

It is essential that the condition and type of decorations are recorded by the visiting officer as part of the audit trail to justify the amount paid. This shall be recorded by digital camera and stored in the appropriate property file.

Once documentation is complete, associated paperwork should be returned to the neighbourhood office for the Neighbourhood Office to continue with the Decoration Allowance procedure.

4.3.2 Programmed/Improvement Works

The Council has no legal responsibility to provide a decoration allowance following an improvement to a home. As a good landlord the council feels that it should help customers where decorations have been disturbed following programmed /improvement works.

The legal definition of what is an improvement or repair is not always straight forward. For instance work to eradicate dampness will tend to be repair although old case law states that a damp proof course, where there previously wasn't one, will be improvement. Corroded metal window frames being replaced with modern double glazing has been held to be a repair because there was no other way of repairing other than replacement. Where there is doubt about the classification of the intended work, it will be the duty of the officer commissioning the work to clarify with legal services whether it is a repair or improvement before ordering it.

Not all improvement works will cause damage or require the full decoration of a room. The amount will be negotiated with the customer. The maximum amount to be offered per room will be the same as that for empty properties it is listed in **Appendix A**.

Where it is reasonable to predict the extent of disturbance the customer shall be awarded the allowance prior to the work commencing. For instance, a property undergoing a full decent homes improvement may take 10-12 weeks. It would be unreasonable to make a customer wait so long to redecorate their home if they can reasonably start decorating completed rooms while the improvements are taking place in other parts of the home. In such cases the customer must be allocated the full allowance so that they can start reinstating their home as soon as is reasonably possible.

Therefore, at the initial assessment of any property, the Visiting Officer should clearly identify and inform the customer of the possible disruption and how it may affect their decoration as a result of the improvements and issue the customer with a decoration allowance to the correct value (**Guide at Appendix A**). The customer can then redeem this allowance at their nearest Neighbourhood Office by choosing their preferred option of payment – cheque, voucher or rent credit.

DECORATION ALLOWANCE PROCEDURE

5. GUIDANCE TO NEIGHBOURHOOD OFFICES

5.1 ISSUING DECORATION ALLOWANCES – CUSTOMER CHOICE

To receive a decoration allowance, the customer should hand over the original Decoration Allowance Form, which has been duly signed by the Visiting Officer. Photocopies should not be accepted without first checking that an allowance has not been issued previously. The customer has the opportunity at this point to decide how they wish to receive the allowance. The options are: Cheque, voucher or credit to the rent account.

5.1.1 VOUCHERS

Take the number of vouchers required and sign/date the Voucher Stock Log to confirm that the voucher serial number(s) respond with the voucher(s) actually being taken from the stock pile. Complete the customer details.

Date stamp each voucher with a 4 week expiry date.

Sign the audit column to confirm that the next voucher on the stock pile corresponds with the Voucher Serial Number on the Stock list and replace the vouchers/log to secure storage.

You will now need to fill out a decorating allowance scheme contract (go to Section 5.2 below)

Once the Contract has been completed you can hand over the voucher(s) and the original Contract to the customer, and then hand copy Contract over to the Neighbourhood Champion who will undertake the post-inspection.

5.1.2 CHEQUES

Where customers exercise their option to receive their decoration allowance by cheque, they should first be informed that the process will take approximately 7 working days. If they instruct you to proceed, the procedure below should be followed:-

A cheque requisition form should be completed (**Appendix C**).

- Name of customer
- Address of customer
- Amount payable
- Reason for raising cheque: *decoration allowance issued following damage to decoration at (ADDRESS) following repair to (DETAIL REPAIR).*
- Signature of Officer processing requisition.

You will now need to fill out a decorating allowance scheme contract (go to Section 5.2 below).

For the cheque to be raised and posted out to the customer you must then E-mail the requisition to : P2P-HES

Print off a copy of the cheque requisition and attach it to the copied Contract and hand it over to the Neighbourhood Champion who will undertake the post-inspection.

5.1.3 RENT CREDIT

If a customer chooses to have the value of the decoration allowance credited to their rent account, you should explain about the Decorating Allowance Scheme Contract and ask the customer to read and sign only if they agree to be bound by its terms. (Go to Section 5.2 below)

To credit the rent account, you will need to add the rent details and the amount to a cash adjustment sheet. The correct code adjustment is **Code 13** – Decoration Allowance. The adjustment sheet should be processed as soon as reasonably possible.

When the adjustment appears on the rent screen, print off a statement and attach it to the copy Contract and hand it over to the Neighbourhood Champion who will undertake the post-inspection.

5.2 DECORATING ALLOWANCE SCHEME CONTRACT

Input the customers name and address (to which the allowance is payable). You should also input the date by which the work is to be completed. We currently allow 12 weeks for decoration to be undertaken.

Room allowances should be inputted on Page 2 of this Contract. **Place a cross (X) in the column(s) of any room allowances not being given.**

The total value of the vouchers issued along with the voucher serial numbers should be inputted. Explain the Contract to the customer and ensure they only sign if they agree to abide by the conditions.

Once the customer has signed the Contract, you should make an appointment with them for approximately 12 weeks time, for a Neighbourhood Champion to call and inspect the decoration.

Finally, take a copy of the Contract and hand the copy over to the customer as their receipt. Attach the original contract to the original Visiting Officers Inspection Sheet and hand to the Neighbourhood Champion who will undertake the post-inspection.

6. LOST OR STOLEN VOUCHER/CHEQUE

6.1 LOST OR STOLEN VOUCHER

If a customer reports that their decorating vouchers have been lost or stolen, staff should fax a letter (**Appendix D**) to the approved supplier's local branches advising them of the circumstances.

The letter attached at Appendix E details:-

- Decorating Voucher Serial Numbers
- The name and address of the customer
- Police Incident Number (if stolen)

6.2 REPLACEMENT OF VOUCHER(S)

Lost or stolen vouchers should not be replaced unless:-

- (a) the vouchers have been recovered and have not been exchanged for goods
- (b) the 4 week expiry date has passed and the decorating vouchers have not been exchanged for goods.

The customer should be advised to come back after 4 weeks waiting period has elapsed to collect a new set of vouchers and advised that we will contact them if the lost or stolen vouchers are recovered.

6.3 LOST OR STOLEN CHEQUE

If a customer reports that their decorating allowance cheque has been lost or stolen, the following procedure should be followed. It should be noted that a Council cheque is crossed "payee only" and should, theoretically, only be able to be cashed by customer it was issued to.

- telephone P2P-HES to find out if the cheque has been cashed.
- if the cheque has not been cashed, ask for it to be STOPPED.
- If the cheque has been cashed, details of the date, time and place the cheque was cashed should be obtained and the incident reported to the Police as a criminal offence.

6.3 REPLACEMENT OF CHEQUE

Replacement cheques will be issued after four weeks after checking that the cheque has not been cashed and P2P-HES have to put a STOP on the cheque.

The customer should be advised that if the cheque has been cashed, there will be a minimum of four weeks and maximum of 12 week waiting period whilst police investigations are completed. If Police investigations do not result in recovery of the money/identify the perpetrator, then the decision to re-issue a cheque allowance will lie with the Neighbourhood Manager who assess each case on an individual basis.

7. POST INSPECTION

7.1 FIRST INSPECTION

The date of the post inspection should be organised with the customer when the vouchers are issued. The maximum time allowed for decoration is 12 weeks.

Inspection of decoration should reveal whether the standard is satisfactory or unsatisfactorily. (See Section 4)

7.2 STANDARD OF WORK

7.2.1 SATISFACTORY

If the decoration is deemed satisfactory, sign off the Décor Allowance Contract and file the paperwork in the relevant tenancy file.

7.2.2 UNSATISFACTORY

If the decoration is unsatisfactory, then you now need to inform the customer of the reason for your decision, allowing a period of time for the customer to make improvements. At this point you may allow a further period to allow the customer to make good any problem areas.

7.2.3 SECOND POST INSPECTION

At this point, if the improvement works have been completed, you should sign off the Contract as Satisfactory.

If the improvement works/standard of decorating is still not deemed satisfactory, you must inform the customer at that interview that the recharge procedure will be put into place and that they:

- will receive an 'unsatisfactory letter' (**Appendix F**) within the next few days detailing which rooms are deemed unsatisfactory and why, and that they have an opportunity to appeal

7.2.4 RECHARGE

If no appeal is received within 14 days of the letter being sent out to the customer, you must process an SD3 Recharge (**Appendix G**) for the amount of allowance required to be repaid.

8. APPEALS PROCESS

A customer has the right to appeal. Under this Procedure, the customer may appeal against the following:-

8.1 AMOUNT OF ALLOWANCE AWARDED

A customer can appeal against the amount awarded. If negotiations between the Visiting Officer and the customer do not result in a mutual agreed amount, the customer has the right to appeal to the Neighbourhood Manager who will investigate and give a written decision within 10 working days.

The Neighbourhood Manager will review the case in consultation with the Performance and Quality Unit seeking independent advice on the complaint and possible remedies. If an agreement cannot be reached between the two parties, then the customer will be informed of their right to complain through the Council's People and Services First Complaints Service.

8.2 UNSATISFACTORY INSPECTION

The Decorating Voucher Contract allows the customer 5 working days to appeal at the point they receive the 'Unsatisfactory Letter'. The Contract also states that the customer has the right to request an inspection from the Neighbourhood Manager, whose decision is final and not open to further appeal.

The Neighbourhood Manager should take the Decorating Voucher Contract, which includes details of the post inspection, along with them to the property. The Manager's decision should be made verbally, at the time of inspection, followed by a confirmation letter (**Appendix H/H1**) within 5 working days.

If the customer is not satisfied with the Manager's decision, they can make a complaint in writing to the Council's Performance and Quality Unit, Neighbourhoods, Eastwood Depot, Chesterton Road, Rotherham or fill out a Complaints Form located at any Neighbourhood Office. Alternatively, they can direct their complaint via e-mail to complaints@rotherham.gov.uk, or via the Council's website address which is www.rotherham.gov.uk where they can complete a complaints form online.

9. DECORATING SCHEME SURVEY

Each Area Team should, on a quarterly basis, issue Decorating Scheme Survey Forms (**Appendix I**) to all customers who have been issued allowances and whose contract has been closed and is ready to file away in the tenancy file.

The completed Forms should be returned to the Performance & Quality Unit who will produce the findings on a quarterly basis. The findings will also be fed into the Learning from Customer initiative and any improvements will be made as part of the review process.

10. STORAGE AND SECURITY OF VOUCHERS

Area Teams will be responsible for the storage and security of decorating vouchers issued to their management area. Decorating Vouchers must be kept in secure storage (e.g. Cash Office Safe or lockable secured cupboard), at all times.

All Vouchers are supplied in denominations of £20 and £5.00. At time of receipt the Neighbourhood Office will arrange for the voucher serial numbers to be inputted onto the Computerised Voucher Stock Log (**Appendix J**). This document should be saved on the computer system at each office under a Folder entitled Decorating Vouchers. The Log will be a continuously updated document, as vouchers are used and replenished.

A copy of the Voucher Stock Log should be printed out each time it is updated and kept with the Vouchers in secure storage.

11. AUDIT

11.1 VOUCHER STOCK LOG

On a monthly basis, the Voucher Stock Log details should be inputted onto the Computerised Voucher Stock Log. Please use following procedure:-

An example: for vouchers issued in October 04:

In Microsoft Excel:

Click on **File** and open the folder called **Decorating Vouchers**

Open the file called October 04

Input customer details against vouchers used and **Save**

Click on **file** and **save as:** Nov 04

Delete all used vouchers and leave only next voucher serial numbers to be used.

Click on **File** and **save.**

Print off the Nov 04 Voucher list and keep with vouchers in secure storage.

You should now e-mail the October 04 Voucher Log to the Central Finance Unit.

Every six months an audit check will be undertaken to ensure that voucher(s), cheques and rent credits are being issued correctly and stock balanced.

11.2 ORDERING VOUCHERS

If you need to replenish your voucher stock pile, please ensure that you do so, by e-mail to the Central Finance Team, giving at least 2 weeks notice. Each area should be aware of the possible future demand of vouchers to ensure stocks do not deplete. Once new vouchers are received, the serial numbers should be inputted onto the existing Computerised Voucher Stock Log.

12. REVIEW OF DECORATING PROCEDURE

An annual review of this procedure will be undertaken. The review will take into consideration:-

- New procedures in procurement
- Consistency of application
- Information from Customer Satisfaction Survey (Learning from Customers)
- Budgetary Controls
- Value for Money

APPENDICES

A	Void & Programmed Improvement Allowances
B	Responsive Repair Allowances
C	Cheque Requisition Form
D	Decorating Scheme Contract
E	Lost/Stolen – Letter to Supplier
F	1 st Inspection – Unsatisfactory Letter
G	SD3 Recharge Form
H	Appeal Inspection – Unsatisfactory Letter
H1	Appeal Inspection – Satisfaction Letter
I	Decorating Scheme Survey
J	Computer Voucher Stock Log
K	Decoration Allowance Leaflet

ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS

1.	Meeting:	Cabinet Member for Housing and Environmental Services
2.	Date:	
3.	Title:	Portfolio of Closed Landfill Sites, including Future Development Options.
4.	Programme Area:	Neighbourhoods

5. Summary

Further to the report presented to the Cabinet Member for Housing and Environmental Services on 19th January 2004, this report outlines the present status of the Authorities' six closed landfill sites and the options for their development.

6. Recommendations**MEMBERS ARE REQUESTED:**

- a). **NOTE THE CONTENTS OF THIS REPORT.**

7. Proposals and Details

The Council in its capacity as the Waste Disposal Authority, currently has responsibility for ensuring former landfill sites that are now closed to operations are maintained in a safe and appropriate manner. This entails making the appropriate arrangements to ensure gas levels within the sites are closely monitored to ensure they are within safe limits and taking action to contain or disperse leachate produced within the sites. All of our closed landfill sites have appropriate gas and leachate management systems installed to meet our obligations in respect to the on-going maintenance of these sites

There is also a requirement on the Council to return these sites to pre-determined standards contained within the original planning consent for each site.

This report provides details of the current status of each of the six closed landfill sites that are maintained by the Waste Management Unit on behalf of the Council.

8. Finance

The cost of routine monitoring and the servicing of flares etc. are contained within the current revenue budget. Capital projects such as the installation of automatic gas monitoring equipment or the installation of a gas management system have in the past been financed by Supplementary Credit Approvals. These approvals have been subject to a bidding process to the Department of Environment, Food and Rural Affairs (DEFRA) on an annual basis, with no guarantee that approval would be given. Any scheme was then assessed by the Environment Agency on the behalf of DEFRA. Supplementary Credit Approvals have now been renamed Contaminated Land: Application for Capital Projects.

Funding from the South Yorkshire Forest Partnership and the Forestry Commission is financing the tree-planting scheme at Warren Vale and they are currently considering the potential for a scheme at Kiveton Park. The only cost to the Authority is the aftercare in Years 2 to 5 after the initial planting. This aftercare is necessary, not only to maintain the new woodland, but to secure the funding from the Forestry Commission. This has been included as part of the development of a funding bid within the Medium Term Financial Plan.

9. Risks and Uncertainties

Risk assessments carried out on the landfill gas and leachate aspects of the closed landfill sites show that the risks are low provided that the existing gas and leachate management systems are properly maintained and their operating efficiency is regularly checked. This requires regular site monitoring and ensuring proper maintenance systems are in place for the automatic gas monitoring equipment.

However in all the landfills the waste continues to decompose. The result of this decomposition is not only the production landfill gas and leachate but also possibly further settlement within the landfill with the subsequent disruption to leachate and gas management systems. At present all the gas and leachate management

systems are operating properly, with the Wath gas management system being upgraded in the immediate future.

There is no guarantee that further refurbishment will not be necessary in the future, but the timing and cost of any such refurbishment is difficult to predict.

10. Policy and Performance Agenda Implications

The proper management of the closed landfill sites will contribute to the sustainable development issues of pollution and wildlife and open spaces.

Managing leachate produced by each site will protect both surface and groundwater quality. Burning landfill gas in a flare not only helps control gas migration off site but converts the methane to carbon dioxide. Carbon dioxide is far less harmful as a green house gas than methane.

Three quality green spaces accessible to the public have already been created at Droppingwell, Warren Vale and Wath. The possibility of making Kiveton Park an accessible green space is being investigated. All four sites include a large amount of tree planting and other wildlife habitats. The recent ecological survey undertaken at Maltby suggests that a management plan can be devised for the site to encourage wildlife.

In the recent Waste Management Inspection the development of the community woodland at Warren Vale was described as a good use of a closed landfill site that would contribute positively to the environment.

The Car Hill site is leasehold and the final restoration requirements have yet to be determined.

11. Background Papers and Consultation

Much of the information contained in this report is contained in the logbook that has been created for each site. Each logbook describes the site and past history; the geology and hydrogeology; a design review of the restoration together with the gas, leachate and surface water management systems; risk assessments of the leachate and gas migration and recommendations on monitoring.

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APPENDIX ONE – STATUS OF CLOSED LANDFILL SITES

Car Hill Site

The site has an active gas management system where the gas is flared off, however gas production is low because of the age of the landfill. The gas monitoring is done manually. Any leachate from the site is discharged to the public sewer.

The site is leased from the Fitzwilliam (Wentworth) Estates and the lease terminates on 1st January 2008. Part of the lease conditions requires that the land be returned in a suitable state. A recently commissioned agricultural status report suggests that the site could be restored to grassland with relatively minimal expense. Discussions are taking place on this issue with the Fitzwilliam (Wentworth) Estate as the leased area also includes the Car Hill Household Waste Recycling Centre. Any costs involved in the restoration of the site would have to come from the revenue budget. This has been included within the development of the Medium Term Financial Plan.

Droppingwell Site

The site has an active gas management system where the gas is flared off, however gas production is low because of the age of the landfill. The landfill gas is monitored using an automatic gas monitoring system. The leachate is pumped into the public sewer using a system installed by South Yorkshire County Council.

Over the last few winters leachate has been appearing at the surface of the landfill near the flare. As this leachate ultimately finds its way into the surface water system the most cost effective method of dealing with the problem is being investigated. A small stream, Sickley Brook, is culverted under the landfill site. An examination of the surface water monitoring results indicates that some leachate may be leaking through the culvert into the stream. Recent investigations indicate that the high level of leachate within the landfill may be the cause of both the problems outlined above. Arrangements are being made to reduce the level of the leachate. Any capital cost needed for further remediation work would come from DEFRA funding for contaminated land.

Kiveton Park Site

The site has an active gas management system where the gas is flared off continuously. The landfill gas is monitored manually, however we are using an automatic gas monitoring system for the higher risk locations around the landfill.

Leachate is collected in a cut-off trench and pumped to a 3000 gallon holding tank. A contractor then empties this tank. This method is used because the leachate cannot be easily connected to the public sewer.

Prior to 2003, the landfill site was leased from Ibstock Bricks Ltd. In 2003 the Council purchased the freehold of both the landfill and land occupied by the Anstone Works, part of Ibstock Bricks Ltd. The land occupied by the Anstone Works was then leased back to Ibstock for 75 years at a peppercorn rent. The main reason for this

transaction was to relieve Ibstock of any environmental liabilities arising from the landfill. One of the conditions of the freehold purchase was that Rotherham MBC would take over the discharge consent from Ibstock for water draining from the Anstone Works into the Chesterfield Canal.

The Environment Agency is opposed to this transfer and discussions are still taking place between Rotherham MBC, the Environment Agency and Ibstock Bricks Ltd to resolve this matter. Another of the conditions is that Rotherham MBC provides Ibstock Bricks Ltd with an environmental audit twice a year prepared by independent consultants and paid for by Rotherham MBC. Monthly gas monthly results and quarterly ground water monitoring results have also to be submitted to Ibstock for comment by their environmental consultants. The cost of these consultants is also paid for Rotherham MBC.

Preliminary studies have been carried out by Envar, part of ADAS, the South Yorkshire Forest Partnership and the Authorities' Biological Records Officer to examine the possibility of tree planting on the landfill site. The site would then become part of the South Yorkshire Forest at little or no cost to the Authority. The only on-going cost would be up to four years maintenance at a cost of £5000 per annum coming from the revenue budget. This will be subject to inclusion within the Medium Term Financial Plan once the results of the preliminary studies are known.

Maltby Site

The site has an active gas management system where the gas is flared off. The flare does not run continuously because of the amount of landfill gas produced by the landfill. Settlement within the landfill caused problems with the gas collection infrastructure. The gas collection pipework was replaced during 2002.

At the same time the leachate management system was refurbished and the air line that powers the leachate pumps replaced in 2003. The leachate is pumped into the public sewer. The landfill gas is monitored manually; however we are using an automatic gas monitoring system for the higher risk locations around the landfill site.

The landfilled area (Phase 1) is owned by the Authority but is still covered by a licence agreement from 1984 with Ibstock Brick Ltd together with Phase 2, an unfilled part of the site. The formation of the LAWDAC and the rescinding of the waste management licence in 1993 has meant that the Phase 2 part of the site cannot be used for landfill. The conditions in the licence between Ibstock Brick Ltd and the Authority are still the subject of discussion between both parties to settle a number of outstanding issues.

The whole area of the brickwork's, including the landfill site, has recently been the subject of a mineral review. Condition 19 of this review states that all site operations should be carried out in such a manner to prevent pollution of adjacent watercourses and the underlying strata arising from leachate generation from the landfill. Written agreement has to be reached with the mineral planning authority over the specific measures to contain, manage and control the leachate. These measures are already in place and the written agreement is being sought. There should be no additional costs associated with this work.

Warren Vale Site

The site has an active gas management system where the gas is flared off, however gas production is low because of the age of the landfill. The flare does not run on a continuous basis. There is no leachate management scheme. There is still leachate contained within the landfill but there is little evidence of it leaving the site and causing a problem.

The landfill gas is monitored by an automatic system running along the boundaries of the site subject to the highest risk potential.

In 2002, Envar, part of ADAS Consulting Limited, approached RMBC with various proposals regarding the restoration of the site. A scheme to carry out tree planting on part of the site to form community woodland was submitted to the South Yorkshire Forest Partnership and the Forestry Commission in June 2003 and approved in October 2003. The amended restoration was approved by the Council's Planning Regulatory Board in November 2003 and the fencing and tree planting was completed by February 2004. A 'beat up' of any lost trees will take place in November-December 2004.

All the work to date has mainly been financed by funding from either the South Yorkshire Forest Partnership or the Forestry Commission. Part of this funding depends on the tree planting being maintained to a required standard for five years. As part of the agreement with Envar, the maintenance costs for Years 2 to 5 will be met by RMBC. The most cost-effective method of carrying out this maintenance is being examined. The annual cost is estimated as being approximately £5000 and has been included within the development of the Medium Term Financial Plan.

Wath Site

The site has an active gas management system where the gas is flared off continuously. Settlement within the landfill is causing problems with the gas collection infrastructure so that over half the gas collection wells are not functioning properly. If this problem is not rectified there is a possibility that gas could migrate off the site. The estimated cost of this remedial work is £25,000. A bid is to be made to DEFRA to obtain Supplementary Credit Approval to carry out this work during the current financial year.

There was some interest in the past in using the landfill gas for power generation. However the site is relatively small and there are insufficient reserves of gas so the installation of a power generating plant would be uneconomic. The leachate pumping system has recently been refurbished with it being pumped into the public sewer.

The landfill gas is monitored using an automatic gas monitoring system. There is some supplementary manual gas monitoring on the land to the north of the landfill site.

The site has been fully restored and the trees that were planted are now well established. The public has access to site. The original planning consent made provision for several football pitches on the site, but there now seems to be no demand for these pitches. The Authorities' Biological Records Officer is carrying out an ecological audit of the site. This will allow for a management scheme to be drawn up.

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of the Local Government Act 1972.

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of the Local Government Act 1972.

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