

SUSTAINABLE COMMUNITIES SCRUTINY PANEL

**Venue: Town Hall, Moorgate
Street, Rotherham.**

Date: Thursday, 16 October 2008

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. Communications
4. Apologies for Absence
5. Declarations of Interest
6. Questions from members of the public and the press

FOR PRESENTATION

7. Tenancy Agreement (Pages 1 - 21)
- presentation by Kirsty Everson, Director of Independent Living
8. Fireworks
- update discussion

FOR MONITORING

9. Revenue Outturn 2007/08, 2008/09 Performance and 2009/10 Budget (Pages 22 - 26)
- report of Mike Clements, Service Accountant (Neighbourhoods)

FOR INFORMATION

10. Choice Based Lettings
- Conference report by the Chair
11. Cabinet Member for Neighbourhoods (Pages 27 - 45)
- minutes of the meetings held on 1st, 15th and 29th September, 2008

MINUTES FOR INFORMATION

12. Sustainable Communities Scrutiny Panel (Pages 46 - 54)
- minutes of the meeting held on 11th September, 2008
13. Performance and Scrutiny Overview Committee (Pages 55 - 65)
- minutes of the meetings held on 12th and 26th September, 2008
14. Members Sustainable Development Advisory Group (Pages 66 - 68)
- minutes of meeting held on 8th September, 2008
15. New Arrivals Working Group (Pages 69 - 70)
- minutes of meeting held on 24th September, 2008

**Date of Next Meeting:-
Thursday, 13 November 2008**

Membership:-

Chairman – Councillor McNeely

Vice-Chairman – Councillor P. A. Russell

Councillors:-Atkin, Blair, Cutts, Falvey, Gamble, Goulty, Havenhand, Lakin, Nightingale, Walker and
F. Wright

Co-optees:- Alex Armitage (Parish Councils), Bernadette Bartholomew (Parish Councils), Derek
Corkell (RotherFed), Mr. J. Carr (Environment Protection UK) and Andrew Roddison (RotherFed)

ROTHERHAM METROPOLITAN BOROUGH COUNCIL – REPORT TO MEMBERS

1.	Meeting:	Sustainable Communities Scrutiny Panel
2.	Date:	16th October 2008
3.	Title:	Tenancy Agreement Revision - Update Report
4.	Directorate:	Neighbourhoods and Adult Services

5. Summary

The report provides an update requested by Scrutiny following a report to the Cabinet Member for Neighbourhoods on 28th July 2008 relating to recommendations for revising the Council's tenancy agreement. Policy matters relating to the management of the Council's housing stock requires Members involvement and approval under the Scheme of Delegation.

6. Recommendations

That Scrutiny Panel Members consider:

- **the latest version of the draft tenancy agreement as part of the 3 month consultation process.**

7 Proposals and Details:

7.1 Background:

At the Cabinet Member for Neighbourhoods meeting on 19th May, it was resolved that the timeline and project work required to produce a revised Tenancy Agreement be approved. It was also agreed that an Advisor and 1 representative from the Sustainable Communities Scrutiny Panel, 2010 Rotherham Ltd. and RotherFed, respectively, meet to consider the wording of the proposed revisions.

7.2 As agreed, on the 26th June 2008 a workshop was held to discuss the proposed changes. In attendance were Councillor Simms, Councillor McNeely, Rotherfed, 2010 Rotherham Ltd and Legal Services.

The following amendments were considered by the workshop and have been reflected in the revised agreement:

- Where customers have asked for major adaptations to be removed from their property when they are no longer required, or where RMBC would like to recycle equipment that is no longer required, the agreement now addresses the obligations of each party (Clause 7).
- Demoted tenancies and extended introductory tenancies are incorporated. These are planned to be used as a time limited remedy as part of a package of measures taken against perpetrators of anti social behaviour (Clause 2 and 3).
- New arrangements for the Family Intervention Project (FIP) are reflected in the agreement, i.e. opting out of the scheme is evidence of anti social behaviour (Clause 10).
- Where furnished homes are let, a supplement to the tenancy agreement will no longer need to be used as this will now form part of the main agreement (Clause 5).
- Under the sections on "improvements and alterations", permission is now required to erect a satellite dish (Clause 23).
- Existing communal area clauses have been strengthened (Clause 15).
- Responsibility in relation to trees has been clarified and a specific point included in relation to the right for the managing agent to carry out the work to clear untidy gardens which will subsequently involve a charge being made to the tenant (Clause 20c).
- Permission now needs to be sought for the installation of CCTV (Clause 23).
- Smoke free legislation has been incorporated (Clause 22e)
- Anti social incidents relating to hate crime have been identified and the existing clauses relating to abusive behaviour towards the Council's staff and agents have been strengthened (Clause 10i).

7.5 The revised draft agreement was presented to Cabinet Member on the 28th July 2008. During this meeting it was resolved that:

- (1) The draft Tenancy Agreement be approved to go forward as part of the statutory consultation and the revised timeline and project work.

A revised timeline was also approved however the target completion date should still be achieved:

Revised Timeline

Action	Target Date	Status
Cabinet Member approves revision approach	19.05.08	Completed
Legal clauses drafted	23.06.08	Completed
Member workshop review draft agreement	26.06.08	Completed
Cabinet Member approves draft clauses	28.07.08	Completed
Statutory Preliminary Notice served	11.08.08	Completed
Consultation period begins	11.08.08	Completed
Notice published in Advertiser	23.08.08	Completed
Consultation period ends	03.11.08	Ongoing
Final draft of tenancy agreement approved by Cabinet Member	10.11.08	Ongoing
Statutory Variation notice served (4 weeks notice)	24.11.08	Ongoing
Notice period ends	22.12.08	Ongoing
New agreement and handbook implemented	05.01.09	Ongoing

- 7.5 Preliminary notices and additional notes were served on each Council tenancy on the 11th August 2008, advising of the proposed changes to their tenancy agreements. This was followed by a notice in the Rotherham Advertiser advising all stakeholders of the changes and how to comment.

A twelve week stakeholder and customer consultation period started on the 11th August 2008 in line with our Corporate Community Consultation and Involvement Framework. During this time customers will be encouraged to view the proposed agreement and give feedback.

Eleven customer consultation events have been arranged for customers to ask staff questions and leave comments, in a variety of locations around Rotherham. This includes a one off event at the Unity Centre where a sign language interpreter will be available for support and a representative present at Rotherham Show within the Rotherfed Tent to give advice to customers. Customers not available during working hours can access information on line via the Council, 2010 Rotherham Ltd and Rotherfed websites.

Further consultation with internal customers and staff will take place throughout October with a planned Senior Manager Meeting, Council Member Seminar and Neighbourhood Champion workshop.

- 7.6 Consultation will conclude on the 3rd November 2008, with the final draft of the agreement presented to Cabinet Member for Neighbourhoods on the 10th November 2008 for approval.

Following approval by Cabinet Member it is proposed the final Notice of Variation will be served on all council tenancies on the 24th November 2008. The new agreement will be implemented from the 5th January 2009.

It is proposed that Members approve the tenancy agreement and revised timeline as shown above.

8. Finance

- 8.1 The main expenditure items for the work relates to legal expenses and the production and serving of legal notices. This cost has been contained within the resources available to Neighbourhood and Adult Services.
- 8.2 2010 Rotherham Ltd will provide funding to produce sufficient copies of the finalised agreement and provide staff resources during the consultation period.

9. Risks and uncertainties

- 9.1 There remain ongoing developments in relation to charges for Rothercare and sheltered housing. Should this require a major revision to the tenancy agreement, the timeline may need to be altered to allow the Cabinet Member to ensure that the new tenancy agreement accurately reflects any changes in policy or practice that takes places over the coming months.
- 9.2 The consultation period is being carefully managed so that tenants and stakeholders are clear that the Council reserves the right to revise clauses in its tenancy agreement. Existing tenants may not be happy with some of the proposed changes to the tenancy agreement and during the planned roadshows and consultation events, the reasons for the changes will need to be clearly explained. The focus of the consultation is strongly directing queries towards the tenant's handbook and 2010 Rotherham Ltd has committed to be involved in all activities to assist with this. Rotherfed have also volunteered to allow consultation to take place using their events taking place in the next three months.

10. Policy and Performance Agenda Implications

- 10.1 Failure to regularly review the tenancy agreement runs the risk of the Council and 2010 being judged by the Audit Commission as offering only an adequate (“fair”) housing management service. In addition, the tenancy agreement is a vital housing management tool and allows both tenant and landlord to be clear about their obligations and expectations. This must be kept up to date so that the latest policy developments can be accurately reflected in the tenancy agreement. Failure to do so leaves the Council and tenants exposed to risk as neither party are able to fulfil their rights and responsibilities.

11. Background Papers and Consultation

- 11.1 In addition to the statutory notice being given about the proposed changes, consultation will also take place in relation to the tenants’ handbook. Tenants and other stakeholders will be invited to provide feedback about how the tenants’ handbook can be improved to reflect the new tenancy agreement.
- 11.2 Previously an Equalities Impact Assessment was undertaken that identified that the agreement needed to include information about translations as well as using pictorial aides to assist customers with communication issues, eg people with learning difficulties. This will be revisited as part of the consultation process.
- 11.3 Report to Cabinet Member of Neighbourhoods presented on the 19th May 2008.
- 11.4 Report to Cabinet Member of Neighbourhoods presented on the 28th July 2009.

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Rotherham Metropolitan Borough Council

TENANCY AGREEMENT



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Declaration to be signed by all tenants

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This document can be made available in your language and in alternative formats such as Braille, large print, electronic and audio-tape versions.

Contact us at:

minicom 01709 823536

www.rotherham.gov.uk

اگر آپ کو یہ دستاویز کسی دوسری زبان اور / یا کسی متبادل صورت (فارمیٹ) میں درکار ہو تو ہم سے رابطہ کریں۔

如需索取這份文件的其他語文譯本和/或各種形式版本，請聯絡我們。

در صورتیکہ این مطلب را به زبان و یا شکل دیگری می خواهید لطفاً با ما تماس بگیرید

أتصل بنا إذا تريد هذه الوثيقة بلغة أخرى أو بصيغة بديلة

Veillez nous contacter si vous désirez ce document dans une autre langue et/ou dans d'autres formats.

Tenancy Agreement

This Agreement is a legal contract made between:

1. “We, our, us”, **ROTHERHAM METROPOLITAN BOROUGH COUNCIL** and

2. “You, your” _____

This Agreement creates a periodic **INTRODUCTORY / SECURE** Tenancy, in respect of the # dwelling-house or flat at:

_____ (**‘the Property’**)

Your **INTRODUCTORY TENANCY** will commence on the _____ **20** and will automatically become a **SECURE TENANCY** on the _____ **20** unless the period of the Introductory Tenancy is extended by us.

You must read the following notes before reading any other part of the Agreement

I. Legal Contract

- (a) This Agreement is a legal contract between you and us. You should only sign it if you are prepared to comply with your obligations set out in the agreement and your other legal obligations which are set out in Acts of Parliament and statutory instruments made under those Acts.
- (b) If you do not understand anything in this Agreement you may want to ask for independent advice from the Citizens Advice Bureau or a Solicitor before you sign.
- (c) This Agreement only contains details of what we agree to give you as our tenant and what you agree to give us. Both you and we have other obligations and rights set out in Acts of Parliament and in regulations made by Ministers under those Acts. These statutory rights and obligations are not explained in this document but are set out in the Tenant’s Handbook that has been given to you.
- (d) This Agreement creates a tenancy in respect of the Property. We are your landlord and you are our tenant. The tenancy you will receive will be a Secure Tenancy if immediately before taking this tenancy you were a Secure Tenant of other Property; otherwise the tenancy will be an Introductory Tenancy. The type of tenancy that is created by signing this document is mentioned above.
- (e) Whatever tenancy you have the obligations on your part are the same. However your statutory rights may be different. These are explained in the Handbook.

2. Introductory Tenancy

If your tenancy is an Introductory Tenancy there will be a trial period of one year. Your tenancy will usually become a Secure Tenancy the date mentioned above unless we extend it (please see your Tenant’s Handbook for details of extending Introductory Tenancies).

3. Demoted Tenancies

If your tenancy is a Secure Tenancy the Court may make it a Demoted Tenancy if we can prove that the grounds for doing so exist and it is reasonable for the Court to make a Demotion Order. If an order is made your tenancy will become a DEMOTED TENANCY for a period of usually one year, after which period your Secure Tenancy is restored. You will still have to comply with all of the obligations of a tenant whilst you are a Demoted Tenant, but your statutory rights will be less. Your statutory rights and obligations under a Demoted Tenancy are explained in the Handbook.

4. Common Law Tenancy

Whatever tenancy you have at any particular time you will lose most of your statutory rights if you cease to occupy the Property as your only or main home. During any period that you do not (or at least one of you if you are joint tenants) occupy the Property as your only or main home we may end your tenancy by giving you notice to quit complying with the Protection from Eviction Act 1977, and you will have no right to exercise any right to buy that you might otherwise have. In this Agreement we call the type of tenancy that you will have during any period that you do not occupy the Property as your only or main home a COMMON LAW TENANCY.

<u>Weekly Rent and Additional Rent</u>		
Rent	£	per week
Additional Rent <i>(List other charges that the tenant must pay under this Agreement)</i>		
_____	£	per week
_____	£	per week
_____	£	per week
_____	£	per week
_____	£	per week
_____	£	per week
TOTAL	£	per week
Any increases or changes in these amounts will be notified to you as set out in Paragraph # of the Tenants Handbook		
Additional Payments		
_____	£	per week
_____	£	per week
_____	£	per week
_____	£	per week
_____	£	per week
TOTAL	£	per week

Terms and Conditions of your Tenancy

1. Living in your Home

- (a) You must live in the property as your only or main home. If you are a joint tenant, it must be the only or main home of at least one of you.
- (b) You must tell your Neighbourhood Office, the address of which appears on Page 1 of this Agreement in writing if you are going to be away from your home for more than four weeks. This is so we know you have not moved away permanently.

2. Rent

- (a) You must pay the weekly rent and other charges (additional rent) listed on Page 2 of this agreement. The rent and other payments are due weekly in advance, unless other payment arrangements have been agreed in writing by your Neighbourhood Office.
- (b) Joint tenants are equally responsible for all the rent and for any rent arrears.
- (c) It is your responsibility to apply for Housing Benefit if you think you may be entitled to this.
- (d) It is your responsibility to inform Housing Benefits of any changes in your circumstances that may affect your entitlement.
- (e) We may alter the rent and other charges on giving you proper warning of our intention (please see handbook for details)

3. Obtaining Written Permission

When you are required to obtain our permission in this agreement you must send a written request for permission to your Neighbourhood Office or Customer Service Centre. Permission will only be given in writing. We will not unreasonably refuse permission and will give its reasons in writing if we do. Any permission may be subject to conditions. If you do not comply with any conditions, this will be a breach of your tenancy agreement.

4. Lodgers and Overcrowding

- (a) You must not take in a lodger without our prior written permission, unless paragraph (b) below applies.
- (b) If you have a Secure Tenancy you may take in a lodger provided that this does not make the Property overcrowded.
- (c) You must not allow your home to become overcrowded. 'Overcrowded' is explained in your Tenant's Handbook.

5. Furnishings and Furniture

- (a) If you are taking a furnished property the items listed in the Inventory attached to this agreement belong to us.
- (b) You must keep the items in the inventory in good repair and condition and must pay for the cost of replacement of any item damaged (allowing for fair wear and tear) by you, members of your family or any visitors to your home.

6. Right to Buy

- (a) If you are a Secured Tenant you may have the right to buy your home after five years (if your Secure Tenancy started before 18th January 2005 you qualified after only two years).
- (b) Certain properties are excluded from the right to buy.
- (c) Please read your Tenant's Handbook for more information about your right to buy.

7. Adaptations

- (a) Any adaptations to meet special needs of yourself or a member of your family to your home are our property and are provided on licence only; examples of adaptations are given in the Tenants' handbook.
- (b) If the person who has need the use of the adaptation no longer lives in the Property (either because they have moved or died or because you have moved into an adapted home following an exchange) you must allow us to remove the adaptations which can then be used by some other tenant with special needs at a time convenient to both parties.
- (c) We will make good any damage to the structure of the Property when removing adaptations and our "Decorating Allowance Procedure" will be used for any necessary redecorations.

8. Exchange

- (a) You may not exchange the Property for a Council dwelling occupied by another tenant without first obtaining our prior written permission. If you have a Secure Tenancy we must give you permission unless statutory grounds for refusal exist. If we refuse permission we will tell you why in writing. Details of the statutory grounds of refusal are set out in the Tenant's handbook.
- (b) If you do not have a Secure Tenancy we may give or refuse permission for any reason that we regard as proper but we will always tell you why if we refuse.
- (c) If you exchange without permission we will normally take legal action to evict you. You will not be able to return to your original home. You must not pay or accept any money, goods or services to exchange your home.
- (d) If you exchange your home with another tenant you will be required to accept your new property in the condition it is in at the time you move into it, apart from any repairs that we are legally required to carry out. This means that we take no responsibility for cleanliness, alterations, tenant's own fixtures, or the standard of decoration.
- (e) You must leave your home in a good condition when you move out. Our fixtures and fittings (and furniture if provided) should be left in the same state as they were at the beginning of your tenancy, allowing for fair wear and tear and any approved alterations you have done.

9. Ending the Tenancy

- (a) When you want to end this agreement and leave your home, you must tell your Neighbourhood Office in writing at **least four weeks before you move out**. This 4-week notice period must end on a Monday. This is a legal requirement.

If you do not give 4 weeks notice, we will start the notice period from when you tell us you are leaving, when you hand your keys in, or when we find out that you have left. **This means that you will have to pay rent for those 4 weeks even if you no longer live in the property.**

When you are joint tenants, one tenant can end the whole tenancy by giving notice in writing.

If you occupy the Property as your only or main home we cannot end your tenancy. In some circumstances we may be able to apply to the Court for an order that will end your tenancy. These circumstances will be different depending on whether your tenancy is Secure, Introductory, or Demoted, and are explained in the Handbook. If you are not occupying the Property as your only or main home we may end your tenancy by giving you at least 4 weeks notice to quit in writing ending on a Monday.

- (b) You must leave your home in a good condition when you move out. Our fixtures and fittings (and furniture if provided) must be left in the same state as they were at the beginning of your tenancy, allowing for fair wear and tear and any approved alterations you have done.
- (c) You will have to pay for the repair or replacement of any items damaged deliberately or because you have neglected or misused them. You will have to pay for the repair, replacement or reinstatement of any unauthorised alterations you have made to your property.
- (d) Council officers will make an inspection of your property before you leave your home and again as soon as possible after we know you have left. You must agree a convenient time for your home to be inspected before the end of the tenancy.
- (e) All keys must be returned to your Neighbourhood Office no later than 12.00 noon on the Monday that your tenancy ends. You are liable for additional rent if the keys are handed in after 12.00 noon.
- (f) You must remove all your belongings when you move out. This includes floor coverings, rubbish, and light fittings. If you leave anything behind we will immediately remove and dispose of the items and you will be charged for the cost of this, together with any storage charges incurred.
- (g) If your tenancy ends because you die, your personal representative will be responsible for the payment of any outstanding rent or any other charges made under this tenancy agreement

10. Nuisance and Anti-Social Behaviour

- (a) You are responsible for the behaviour of every person living in or visiting your home. This includes your children. You are responsible for their behaviour in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the neighbourhood around your home.
- (b) You, other residents of your home or your visitors must not behave in a way that causes or is likely to cause a nuisance, annoyance or disturbance to any other person in the locality of your home.

Examples of nuisance, annoyance or disturbance include:

- Playing loud music
- Having the television too loud
- Loud arguing and door slamming
- Carrying out DIY or other noisy household activities late in the evening or during the night.
- Dogs barking
- Dogs or other pets fouling in gardens, public spaces and streets
- Offensive drunkenness
- Selling drugs or possessing drugs
- Dumping rubbish on non official 'dump it' sites
- Playing ball games close to someone else's home and causing them annoyance

This is not a complete list of all behaviour that might cause a nuisance. There are other examples.

- (c) If you or any member of your family unilaterally withdraws from a Family Intervention Project we will treat such withdrawal as evidence of anti-social behaviour;
- (d) You, other residents of your home or your visitors must not harass any other person in the locality of your home, harassment includes:
- Racist behaviour or language that offends other people.
 - Using or threatening to use domestic violence.
 - Using abusive or insulting words or behaviour.
 - Damaging or threatening to damage another person's home or possessions.
 - Writing threatening or abusive or insulting graffiti.
 - Doing anything that interferes with the peace, comfort or convenience of other people.
- (e) You, other residents of your home or your visitors must not use your home, any communal areas, or the locality, to carry out any illegal activity. 'Illegal' means any activity that the law prohibits and makes a criminal offence.
- (f) You, other residents of your home or your visitors must not cause any damage to our property or write graffiti on our property. You will be charged the cost of repair or replacement.

- (g) You, other residents of your home or your visitors must not interfere with any security and safety equipment in communal blocks, for example by jamming security or fire doors open or letting strangers in without identification.
- (h) You, other residents of your home or your visitors must not be violent or threaten violence against any other person, whether they are living with you or in another Council property. You must not harass, use mental, emotional, physical or sexual abuse to make anyone who lives with you leave the home. If a person leaves the home because of domestic violence we may take action to end the tenancy.
- (i) You, other residents of your home or your visitors must not use abusive or threatening language or act in a violent, aggressive or abusive manner towards the Council's members, officers or agents.

11. Trade or Business

- (a) You must not use your home for any trade or business without first obtaining written permission from us.

12. Planning and Building Applications

- (b) You must advise your Neighbourhood Office of any application for building regulation, planning or licensing purposes that you make if these apply to your home.

13. Vehicles

- (a) You, other residents of your home or your visitors must not park vehicles inside the boundary of your home unless there is a suitable hard standing and a dropped kerb. For further information on obtaining permission see paragraph 3.
- (b) You, other residents of your home or your visitors must not park or drive any vehicle on open plan areas, footpaths or grassed verges. You may be charged the cost of any damage caused if you have breached this clause.
- (c) You, other residents of your home or your visitors must not park any caravan, boat or trailer on communal parking areas or on your garden without first getting permission from us.
- (d) You, other residents of your home or your visitors must not do major vehicle repairs or park an untaxed or unroadworthy vehicle on the land around your home, the road, communal parking areas, open plan areas, footpaths or grass verges. You must not cause annoyance or nuisance to anyone whilst doing vehicle repairs.
- (e) You, other residents of your home or your visitors must not keep mopeds or motorbikes inside your home or in communal areas.
- (f) You, other residents of your home or your visitors must not cause a nuisance when using motor vehicles in the local area.

14. Animals

- (a) You must not keep an Animal at the Property without our written consent (if you are an existing tenant and have an animal at the property on or before the 5th January 2009 you have our automatic consent for such animal or animals). "Animal" includes fish and birds.
- (b) We will not refuse permission unless we have reason to believe that the welfare of any person living with you, or your neighbours, or any person visiting the Property or the locality, or the Animal you wish to keep, or any other animal that you already keep at the Property would suffer if we gave permission.
- (c) The above provisions also apply to Guide and Hearing Dogs. If in the unlikely event we feel that we are unable to give you permission to keep a Guide or Hearing Dog at the Property and either you or any person living with you has a medical need for a Guide or Hearing Dog we will help you move as a medical priority to a suitable alternative property where permission can be given. The term "Guide or Hearing Dog" means any Animal which has successfully undertaken recognised training for the purpose of helping a person with a disability, and which has been acquired or is intended to be acquired by you or a disabled member of your household for that purpose.
- (d) You must keep any Animal kept at the Property under proper control so that they do not cause a danger, nuisance or annoyance to your neighbours or anyone visiting the Property or the locality.
- (e) You, other residents of your home, or your visitors must not do or permit anything to be done which encourages wild animals or wild birds onto our property that cause or are likely to cause a danger, nuisance or annoyance to other people, or damage to property.

15. Communal Areas

- (a) You must co-operate with the Council and your neighbours to keep any communal areas clean and free from obstructions. You must not place rugs, carpets, plants, furniture or rubbish in communal areas.
- (b) You, other residents of your home, or your visitors must use any communal areas and lifts in a reasonable manner, not causing any nuisance or annoyance to other people.
- (c) You, other residents of your home, or your visitors must not use any communal areas to store items or deposit rubbish.
- (d) You, other residents of your home, or your visitors must not smoke in any enclosed communal areas

16. Dangerous Materials

You must not keep or use any flammable or other dangerous materials in your home or in any communal areas. This includes petrol, paraffin and bottled gas.

17. Repairs and Maintenance

Repairs by you

- (a) You must keep your home in a clean and good condition and use the fixtures and fittings responsibly.
- (b) Unless you are elderly or registered disabled you are responsible for small repairs such as;
 - replacing plugs and chains to baths, wash hand basins and sink units.
 - replacing broken toilet seats,
 - replacing or repairing the handles on internal doors and cupboards,
 - replacing or repairing broken gate latches,
 - replacing broken glass if caused by you, your visitors or other occupants.

This list is not a full list of all types of small repairs that you may be responsible for.

- (c) You are responsible for decorating the inside of your home and carrying out decorative repairs, this will include superficial plaster cracks (minor cracks that you need to fill before decorating).
- (d) You must immediately report any faults, damage or repairs that are our responsibility. You will be sent a written confirmation saying we have got your request for a repair. If you do not receive this confirmation within 7 days you must report the repair again.
- (e) When a Council officer or agent visits to inspect or carry out a repair and you are not in, a calling card will be left. You must telephone the number on the card to arrange an appointment for the inspection or repair. If you do not reply to the card within 3 days, your request for a repair may be abandoned or cancelled and you will need to report the repair again if you want it carried out. If your report indicates that there is an emergency we may use its rights of access under section 22(c) of this agreement to gain entry to your home.
- (f) If a repair you have reported is not carried out, provided you have given us access to your home, you must follow the procedure set out in section 18 of this agreement.
- (g) Any costs incurred from your failure to report a repair immediately, such as damage caused to a neighbouring property, will be your responsibility.
- (h) You must not damage, neglect or misuse your home or any of the fixtures and fittings. Any loss or damage caused by deliberate action, accident, neglect or misuse will be your responsibility. We may give you written notice to repair any damage within a reasonable time. If you fail to complete this work, we may enter your home, carry out the repair and recharge the cost of this to you. If you ask us to carry out such a repair you will be charged the cost of this. Action may be taken to repossess your home if you cause any such damage.

Repairs by us

- (i) We are responsible for repairs that we are by law required to carry out. These are explained more fully in the Tenants' Handbook
- (ii) The Council will not repair or maintain anything, which you are entitled to remove from the property, or anything, which you have installed (unless the Council has agreed to repair the installation in writing).

- (iii) The Council will not repair any unauthorised alterations or improvements that you have made UNLESS the repair is necessary for health and safety reasons. If this happens, you will have to pay for the cost of the repair.
- (iv) The Council must carry out your repair within a reasonable time and you must provide access for the work to be done.
- (v) The Council will decorate the exterior of your home, and communal areas, as part of a rolling programme of decoration. You will not be unreasonably refused permission to decorate the exterior of your home yourself.
- (vi) The Council must clear up after a repair. The decoration will be left as close as possible to how it was before the work was done.

18. Late Repairs

If the Council fails to carry out a repair within a reasonable time and provided access has been available during normal working hours, you **MUST** report this to your Neighbourhood Office in writing. Your repair will be prioritised and completed in line with our service standards. If this is not possible you will be advised in writing of the reasons for this and when your repair will be carried out.

19. Right to Repair

Under this scheme, you may be entitled to ask for a different contractor to carry out the work if it has not been done by the date specified in our service standards. If your repair is still not done you may be entitled to compensation. This provision will only apply to certain eligible repairs. Additional information on the scheme is available in a leaflet from your Neighbourhood Office.

20. Garden

- (a) You are responsible for keeping your garden and any garage, which is part of the tenancy, in a clean and tidy condition. You must cut the grass, trim the hedges and prune trees and shrubs. If you are elderly or have disabilities you may be able to get help with this. Please contact your Neighbourhood Office for advice.
- (b) You must not deposit or allow rubbish to accumulate in your garden.
- (c) If your garden is overgrown we will give you one month's notice to clear it up. If you fail to comply we may clear it and charge you for the cost of the work. If you are elderly or have disabilities you may be able to get help with this. Please contact your Neighbourhood Office for advice.
- (d) You must not erect fences, walls or gates without written permission. We will not be responsible for the repair or maintenance of fences you have erected. We are unlikely to agree to you fencing off garden space if your home is part of a landscaped scheme for older people.
- (e) You must obtain written permission to construct a fishpond, swimming pool, water feature or similar structure in your garden. You may be required to remove any such items at the end of your tenancy at your own expense or be re-charged the cost of our doing this.
- (f) You must not plant or remove trees or hedges without our written permission.
- (g) You must not park any caravan, boat or trailer on communal parking areas or on your garden without first getting our permission.

21. Lost Keys

- (a) You are responsible for the cost of replacing keys and changing the locks if your keys are lost, unless you are a pensioner. This includes window locks. If all door and window lock keys are not handed in at the end of your tenancy you will be charged for the locks to be changed.

22. Access

- (b) You must allow our officers or agents into your home to inspect and carry out repairs and improvements, to inspect our furniture and furnishings if you have a furnished letting, service equipment and (where necessary) install and/or read heat meters. You should ask to see some official identification before letting anyone into your home who claims to be there on our behalf.
- (c) If you do not allow access, you will be given 24 hours written notice of our intention to enter your home. After this time you must allow entry. If you do not let us in we may take legal action to enter your home or end your tenancy, and you may have to pay the cost of this. We may also prosecute you for obstruction
- (c) Our officers or agents may enter your home without giving notice if, in their opinion, entry is necessary because of an emergency. When we need to force our way into your home the local Police will be notified and, when appropriate, a request for assistance will be made.
- (d) You or other residents of your home or your visitors must not use abusive or threatening language or act in a violent, aggressive or abusive manner towards our elected members, officers, agents, or volunteers working on our behalf.
- (e) You are requested that you and any members of your family and visitors do not smoke in the presence of our Officers or agents whilst they are having access to your property
- (f) Paragraphs 22(a) to 22(e) apply equally to employees or agents of gas, water and electric companies with supplies serving the dwelling so far as it is needed to allow us to meet our obligation as landowner

23. Improvements and Alterations

- (a) You are entitled to make improvements and alterations to your home but you must get written permission before you do any work.
- (b) You must get permission to carry out the following, or other similar work:
 - Decorate the outside of your home.
 - Any structural alteration, improvement, or addition to the building, including the removal or replacement of doors, the construction of door arches or the construction of fireplaces.
 - Any change to the fixtures and fittings or additions to the fixtures and fittings of your home including bathroom or kitchen fixtures and fittings and TV aerials and satellite dishes.
 - Building a garage or shed or other large structure in your garden.
 - Laying a drive and/or car parking space.
 - Installing a shower, central heating or gas fire.
 - Artexing ceilings. Please note the artexing of walls is not allowed.
 - Install any CCTV Monitoring cameras or other surveillance equipment

This list does not state every type of alteration you must get permission to do. Please contact your Neighbourhood Office before carrying out any work.

- (c) You must obtain any necessary building regulation approval or planning permission **before you start work**. This includes consent from our highways department for the construction of a dropped kerb. They can be contacted via the main switchboard on 01709 382121.
- (d) If you do not get written permission from us for any of the above work, **before you start work**, you may be required to return the property to how it was before. If you do not we may carry out the work and charge you for it, or we may take action to end your tenancy.
- (e) We are not responsible for the repair or maintenance of installations fitted by you unless this has been agreed in writing.

24. Right to Compensation

You may be entitled to compensation for any authorised improvements you have made when you leave your tenancy. Only certain types of improvements qualify for compensation, and in all cases you must have:

- Written permission from us to carry out the improvement, and
- Carried out the improvement to an acceptable standard.

Further details can be obtained from your Neighbourhood Office.

25. Insurance

Our insurance does not cover any of your furniture or possessions or any damage you cause. You are advised to obtain your own contents insurance cover. You are also advised to obtain “tenants’ liability” insurance to insure you against the cost of damage you may accidentally cause to your home.

26. Notices

We can serve any notice on you under this tenancy by leaving it at the property.

You can deliver any notice to us at your Neighbourhood housing office or any of our Customer Service Centres.

Address of nearest Neighbourhood Office: _____

Make the most of your customer handbook

Your Customer handbook is very important document which will help you manage your tenancy agreement. It contains useful information about your rights and responsibilities as a tenant and the council’s rights and responsibilities as a Landlord. We recommend all tenants keep a copy within their property to refer to. The Tenants Handbook contains information including:

- An introduction to 2010 Rotherham Ltd
- Your Local Neighbourhood Team
- Your Tenancy Agreement
- Support in your community
- How to pay your council rent or buy your home
- Moving into your new home
- Dealing with maintenance and repairs

- Dealing with security and anti social behaviour
- Housing for older vulnerable people
- Moving on
- Customer services
- Health and Safety
- Information on repairs
- Useful numbers
- Frequently asked questions

You can request a tenant’s handbook from your Local Neighbourhood Office.

Your Local Neighbourhood Office is _____

Contact number _____

Declaration to be signed by all tenants

- I confirm the information given in the Housing Register application form by me/us was and still is true.
- I have not withheld any information that may affect the application.
- I understand that if I have knowingly given false or incomplete information the Council can take action to end this tenancy.
- I agree to accept the tenancy of _____ on the terms and conditions set out in this tenancy agreement.
- I acknowledge receipt of _____ keys for the property and agree to return all keys when the tenancy ends.
- I acknowledge receipt of a copy of this agreement.
- I understand the obligations set down in this Tenancy Agreement.
- I acknowledge receipt of the Tenants' Handbook which contains important information about my tenancy and my statutory rights.
- I understand the additional information about my Tenancy Agreement given in the Tenants' Handbook.
- I understand that RMBC is required to use information provided by me to carry out cross system and cross authority comparison for the prevention and detection of fraud or crime. I understand that information I have provided may be used in this way or for connected purposes, and that this information may also be shared with certain third parties who administer or protect public funds.

Signed on behalf of the Council by _____ (Duly authorised Officer)

Dated _____ **2008**

Name of Tenant _____

Signed _____ **Dated** _____ **2008**

Name of Tenant _____

Signed _____ **Dated** _____ **2008**

Name of Tenant _____

Signed _____ **Dated** _____ **2008**

Name of Tenant _____

Signed _____ **Dated** _____ **2008**





ROTHERHAM BOROUGH COUNCIL – REPORT TO MEMBERS

1.	Meeting:	Sustainable Communities Scrutiny Panel
2.	Date:	16th October 2008
3.	Title:	Revenue Outturn 2007/08, 2008/09 Performance and 2009/10 Budget
4.	Programme Area:	Neighbourhoods

5. Summary

To provide information to members in respect of the 2007/08 outturn position, current year performance and the 2009/10 budget.

6. Recommendations

THAT THE SCRUTINY PANEL RECEIVES AND NOTES THIS REPORT.

7. Proposals and Details

As part of the Council's budget setting process Members have requested information on the financial performance of the Neighbourhoods service both for the previous financial year and on current performance and issues within this year's revenue budget. Information about any potential issues in respect of the 2009/10 revenue budget is also required and is included in this report.

8. Finance

2007/08 Outturn Position

The General Fund revenue outturn position for Neighbourhoods for 2007/08 was an overall under spend of £136k.

SERVICE	2007/08 Budget (Net)	Outturn to 31st March 2008	Variance from Budget (Under)/Over spend
	£000	£000	£000
Neighbourhood Services	111	162	51
Neighbourhood Standards	2,026	1,787	(239)
Community Safety	1,622	1,203	(419)
Neighbourhood Management	59	76	17
Community Services	238	693	455
Neighbourhood Development	554	553	(1)
TOTAL	4,610	4,474	(136)

The Housing Revenue Account Outturn position for Neighbourhoods for 2007/08 was an overall overspend of £2.1m. Detailed outturn reports were presented to the meeting of 10th July 2008. .

Housing Revenue Account (HRA)	Budget £000's	Outturn £000's	Variance Over (+) / Under (-) £000's
TOTAL BUDGET	-0	2,110	+2,110

Current Performance 2008/09

The table below shows the summary forecast outturn position for the service area.

SERVICE	Annual Budget (Net)	Projected Outturn to 31st March 2009	Variance from Budget Deficit/(Surplus)
	£000's	£000's	£000's
Safer Neighbourhoods	2,906	2,927	21
Business Regulation	670	670	0
Neighbourhood Investment	17	17	0
Neighbourhood Partnerships	436	436	0
Housing Access	494	494	0
Housing Choices	52	205	153
Asylum	0	0	0
Older People's Housing Services	0	375	375
Service Quality	127	127	0
TOTAL	4,702	5,251	549

For the 2008/09 budget Neighbourhoods received an additional £243k of approved Investments (formerly known as BIPs) but had £373k of Efficiencies (formerly known as SIPs) approved, as detailed below:

	£k
Investments	
New duties re: stray dogs	10
Motorcycle Nuisance	100
Anti-counterfeiting enforcement	23
Devolution, empowerment & communities	80
Anti-Social Behaviour – Young People Intervention	30
<u>Total Investments</u>	243
Efficiencies	
Efficiencies in Food, Health & Safety, Trading Stds & Wardens	-41
Changes to Mediation service referral process	-15
Neighbourhoods Wardens funding adjustment	-270
Reduced b/fwd BIP re. Community Safety	-15
Reduced b/fwd BIP re. Community Leadership Fund	-32
<u>Total Efficiencies</u>	-373

Budget Monitoring 2008/09

Budget Monitoring reports as at August 2008 project an overspend for Neighbourhoods. This is primarily due to cost pressures with the Independent Support Service. Service options are currently under review and will be presented to Cabinet Member for Neighbourhoods for approval in order to contain the service provision within maximum available income.

Potential Issues Impacting 2009/10 Budget Setting

- BBR of Fees & Charges
- 2010 Ltd Audit Commission Inspection 2008
- Any impact of Local Government White Paper

9. Risks and Uncertainties

There are 5 service delivery related risks that are being managed by the Neighbourhoods elements of the Directorate which are contained within the Corporate Risk Register. These relate to the bereavement public private partnership, reducing crime and the fear of crime, implementing the Government's plans for addressing neighbourhood inequalities, delivering decent homes, sustaining a '2 star' housing inspection score and investing in poor quality housing in the private sector. Mitigating controls are in place and these are managed through the Council's nationally acclaimed risk management system. There is an inter relationship between these two risks. The risk register is also being reviewed to account for emergency risks.

A general risk relates to meeting our statutory duty to balance the budget and using our resources to improve performance and managing the delivery of our efficiency plans. The projected outturn of a balanced budget has been based on information available at the half year position and consequently may still change as the year progresses. There are a number of budget pressures within the service areas that are being actively managed. These budgets will be monitored closely to ensure that planned management actions are achieving the anticipated results. Where necessary bids for additional budgets to cover areas of pressure will be submitted but it is intended that this will be kept to a minimum where ever possible.

10. Policy and Performance Agenda Implications

The CPA Resources Action plan sets out the requirements to improve the financial monitoring and reporting to members and to maintain and improve budget monitoring and control.

Programme area spend is aligned only to programme area and corporate priorities. A tight control will be maintained to ensure that this is the case.

11. Background Papers and Consultation

2007/08 Outturn Reports for General Fund and HRA.

Regular Budget Monitoring reports have been produced for consideration by members and CMT in accordance with the Corporate timetable.

Contact Name: Mike Clements, Service Accountant, Financial Services. Extn 2031
Mike.clements@rotherham.gov.uk

NEIGHBOURHOODS
1st September, 2008

Present:- Councillor Akhtar (in the Chair); Councillors (Policy Advisors) and McNeely (Sustainable Communities Scrutiny Panel).

Councillors Cutts was in attendance for Minute Nos. 61 and 62.

An apology for absence was received from Councillor P. A. Russell.

61. PETITIONS

The Democratic Services Manager reported receipt of the following 2 petitions:-

- 137 signatures objecting to the rehousing of a gentleman in an OAP bungalow at Wath upon Dearne
- 44 signatures requesting the reinstatement of a full-time caretaker at Beeversleigh.

Resolved:- (1) That the petitions be noted.

(2) That the matters be investigated and reports submitted thereon in 2 months.

62. ROTHERCARE RELOCATION

The Older Peoples Housing Services Manager reported on Rothercare's relocation from its current operating base at Greencroft.

Rothercare's current operating base was Greencroft which had been subject to an asset review regarding the potential disposal and the opportunity it could present for the provision of new homes. A report submitted to the Cabinet Member in September, 2007, and the Regeneration and Asset Board in October, 2007, relating to the proposed 2008-11 Affordable Housing Programme included the whole Greencroft site. Registered Social Landlords were approached by the Neighbourhood Investment Team and requested to submit proposals for the redevelopment of the site. Chevin Housing Association had then been selected following an assessment process. Funding had now been confirmed by the Housing Corporation to proceed on site and progress the affordable housing programme. This required a decision to be made about relocating Rothercare more urgently than previously anticipated as the developer needed to commence on site in December, 2008, in order to draw down funds from the Housing Corporation.

Longfellow Drive was a building that would be owned by Chevin Housing Association and would not require the Council to be tied into any long term leasing arrangements providing flexibility in the future should the

service model no longer require the same office base and location.

The site was large and had adequate parking facilities therefore the operating of the 24 hour service should cause minimal disruption to the surrounding residents/community.

Discussion ensued on the report with the following issues clarified:-

- There were no issues with regard to the relocation of staff
- Chevin were developing the site at Greencroft and were also the landlord for the extra care scheme at Longfellow Drive. It had been negotiated that Rothercare would remain at Greencroft until Longfellow Drive was ready

Resolved:- That the move to Longfellow Drive by Rothercare be noted.

63. 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 items of business on the grounds that they involve the likely disclosure of exempt information as defined in those paragraphs indicated below of Part I of Schedule 12A to the Local Government Act 1972.

64. DISPOSAL OF HRA SINGLE PROPERTIES UPDATE

Further to Minute No. 304 of 21st May, 2007, the Director of Housing and Neighbourhood Services submitted an update on the implementation of the revised approach to the disposal of HRA single properties together with associated financial information.

To date the properties referred to the Cabinet Member for decision had presented a clear rationale for retention and investment and had been approved for retention. The current investment ceiling appeared to be set at an appropriate level and had reduced the number of referrals, accelerating investment delivery and bringing properties back into use. However, a value for money review of the various options being considered for properties exceeding the investment threshold could aid a further streamlining of decision making. It was proposed that the options be reviewed with a further report being submitted for consideration.

Resolved:- (1) That the report be noted.

(2) That the current options considered for individual properties exceeding the investment threshold be further reviewed.

(3) That a further report be submitted once the review had been completed.

(Exempt under Paragraph 3 of the Act - contains contractual and financial information)

65. LONGFELLOW DRIVE - PETITION

The Director of Housing and Neighbourhood Services reported receipt of 2 petitions from residents at Longfellow Drive, Herringthorpe, requesting consideration be given to the provision of new and extended facilities to support families living in the area.

2010 Rotherham Ltd. had written to all signatories acknowledging receipt of the petition. The issues raised in the petition had been considered and enquiries made with the relevant sections of 2010, the Council and Council partners in order to provide a response.

The lead petitioner had been informed in writing of all the responses received. The matter would continue to be reviewed as further information was received from colleagues and partners.

Resolved:- (1) That the petition be noted.

(2) That the actions undertaken to date in response to the petitioners' concerns be noted.

(3) That an update be submitted in 6 months.

(4) That the relevant Ward Members be kept informed.

(Exempt under Paragraph 2 of the Act - information likely to reveal the identity of an individual)

66. DONCASTER ROAD, DALTON

Further to Minute No. 130 of the 14th February, 2007, Regeneration and Asset Board, the Director of Housing and Neighbourhood Services reported on the current situation regarding Nos. 49-52 Doncaster Road, Dalton.

No. 52 had been severely damaged by fire and, following inspection of the property, Building Control Officers had advised that the property should be demolished as a matter of urgency on health and safety grounds. This process had been initiated and was being co-ordinated by Economic and Development Services.

The remaining terraced properties were in poor condition with previous

anti-social behaviour in the vicinity resulting in them being bricked up for security reasons. Damage to the roofs had resulted in temporary works being initiated to protect the properties from the elements.

It was considered that the properties in their current condition did not present an attractive investment proposition and that they should be demolished with party wall works being completed to the remaining owner-occupied property at No. 48.

Resolved:- (1) That the demolition of Nos. 49-52 Doncaster Road, Dalton, including associated works to adjoining property, be approved.

(2) That the site be considered for disposal as part of a wider land assembly in the locality as detailed in the report submitted.

(3) That the future disposal of the site be subject to a further report to the Cabinet Member.

(4) That the matter be reported to the Regeneration and Asset Board.

(Exempt under Paragraph 3 of the Act - contains contractual and financial information)

67. PETITION UPDATE - WATH UPON DEARNE

In accordance with Minute No. 194 of 3rd March, 2008, a further update was submitted detailing the actions taken by 2010 Rotherham Ltd. following receipt of the petition from residents regarding the alleged anti-social behaviour activity by a tenant.

Regular contact had been maintained with all of the petitioners the feedback from which indicated that there had been a marked improvement in the situation. However, in April, 2008, reports were received from the lead petitioner that the tenant still had a number of visitors to the property although they did not cause problems.

A visit had been made on 23rd April, 2008, in respect of the overgrown garden. The tenant had been advised that the condition of the garden could place her in breach of her tenancy and given 3 weeks to remedy the situation. A further visit on 20th May, 2008, confirmed that the majority of the work had now been completed.

Further contact with the petitioners had been made on 26th June, 2008, where there had been no further complaints received. In view of this and the improvements that had been in respect of the tenancy, the case had now been closed and the lead petitioner notified in writing of the outcome.

In accordance with 2010 Rotherham Ltd.'s Tenancy and Estate Management procedure the tenancy would be closely monitored and appropriate action would be taken should there be any recurrence of the

problems previously identified.

Resolved:- That the report and actions taken by 2010 Rotherham Ltd. and its partners to respond to the allegations made in the petition be noted.

(Exempt under Paragraph 2 of the Act - information likely to reveal the identity of an individual)

68. STAGE 3 COMPLAINTS PANEL

It was noted that a meeting of a Complaints Panel had been held on 18th July, 2008, comprising Councillors Gosling (in the Chair), Falvey and Hodgkiss. The Panel heard a number of complaints received from Mr. and Mrs. B. relating to their housing application.

The Panel had not upheld the complaints.

Resolved:- (1) That the Panel's findings be noted.

(2) That a further attempt be made to explain to the complainant the possible consequences should he proceed with a reassessment of his housing application.

(Exempt under Paragraph 2 of the Act - information likely to reveal the identity of an individual)

69. STAGE 3 COMPLAINTS PANEL

It was noted that a meeting of a Complaints Panel had been held on 14th August, 2008, comprising Councillors Gosling (in the Chair), J. Hamilton and Nightingale. The Panel heard a number of complaints received from Miss W. relating to the Council's Housing Allocation Policy.

The Panel had upheld the complaints.

It was noted that the Directorate was ensuring that the new Allocations Policy was produced in "plain language" so all customers were able to understand the document and that efforts were being made that the new computer software could generate information relating to the band (General, General Plus, Priority or Priority Plus) under which a property was advertised and the band of the successful applicant.

Resolved:- That the Panel's findings be noted.

(Exempt under Paragraph 2 of the Act - information likely to reveal the identity of an individual)

70. INTRODUCTORY TENANCY REVIEW PANEL

It was noted that an Appeals Panel had been held on 28th July, 2008, comprising Councillors Nightingale (in the Chair), Falvey and Goulty, to review a decision to terminate an Introductory Tenancy.

The Panel had confirmed the decision made on 9th July, 2008, based upon the evidence that was available at the time the decision was made.

Resolved:- That the Panel's decision be noted.

(Exempt under Paragraph 2 of the Act - information likely to reveal the identity of an individual)

CABINET MEMBER FOR NEIGHBOURHOODS

Monday, 15th September, 2008

Present:- Councillor Akhtar (in the Chair); Councillors Kaye and McNeely (Sustainable Communities Scrutiny Panel).

Apologies for absence were received from Councillors Sims and P. A. Russell.

71. PETITION - HOWARD ROAD, BRAMLEY

The Democratic Services Manager reported receipt of a petition, containing 41 signatures, regarding the alleged anti-social behaviour of some of the residents on Howard Road, Bramley.

Resolved:- (1) That the petition be noted.

(2) That the matters be investigated and a report submitted thereon in 2 months.

72. BROADWAY EAST - STREET SCENE PROJECT UPDATE

Further to Minute No. 11 of 19th May, 2008, the Director of Housing and Neighbourhood Services submitted an update on the actions taken, agreement reached and a programme of work for the completion of the project.

A questionnaire had been sent to every household on Broadway East giving a number of options for the replacement of the proposed planting as well as an invitation to attend a drop-in session. 10 people had attended the session together with 29 returned questionnaires.

The results from the questionnaires and drop-in had been presented to the ADF Steering Group and agreed to install knee high railings around the parking area and planting along the carriageway based on the information received. A further update was sent to all the residents, Ward Members and ADF Chair with a 22nd August deadline to raise any further concerns. To date no concerns have been raised.

Resolved:- (1) That the actions taken be noted.

(2) That the installation of knee high railings around the parking area and planting along the carriageway be approved.

73. DOG CONTROL ORDER PROPOSAL

The Director of Housing and Neighbourhood Services submitted a report detailing the use of Dog Control Order Powers that were introduced by the Clean Neighbourhoods and Environment Act 2005. The report also proposed the introduction of a Dog Control Order in order to strengthen

and maintain consistency of enforcement relating to dog fouling.

The Dogs (Fouling of Land) Act 1996 penalised failure to remove dog faeces throughout all areas of Rotherham to which the public had access. Current service demand indicated in excess of 600 service requests relating to dog fouling a year and 100 Fixed Penalty Notices issued. The maximum Fixed Penalty was £50 which had not increased with inflation since the Legislation was set 10 years ago and there was no opportunity to do so under the existing Legislation. The high frequency of the offence indicated that a greater deterrent may be required. Previous public consultation showed strength of opinion for the Council to take a “zero tolerance approach” with firm enforcement and fixed penalties of a high financial level.

Since the introduction of the Clean Neighbourhoods and Environment Act (2005) from April, 2006, the local authority and parish councils have had the power to introduce Dog Control Orders. Such an Order would specify the land to which it related as well as the times during which the Order would apply.

The use of such an Order was a discretionary power and there had been limited use of them nationally. In part this had been due to the effectiveness of existing Legislation in addressing the main concern of the public relating to dogs.

Discussions had taken place with Parish Councils who were interested in utilising the powers available to them. It was proposed that the Council should develop proposals for introducing such controls and provide advice and guidance in the introduction of other dog control offences.

It was proposed that a Dog Control Order to address dog fouling be pursued. This would replace the powers under the Dogs Fouling of Land Act 1996 and would introduce a breach of the Order (maximum fine of £1,000) or the opportunity to pay a Fixed Penalty Fine (£80) in place of prosecution.

Resolved:- (1) That the publication of a Notice under the Dog Control Orders (Procedures) Regulations 2006 be approved inviting representations on the proposal to introduce a “Dog Fouling Order”.

(2) That a report be submitted to the Cabinet Member to consider any representations made on the proposal.

(3) That officers undertaken further public consultation on potential proposals for further Dog Control Orders to address offences of:-

- Not keeping a dog on a lead
- Not putting and keeping a dog on a lead when directed to do so by an authorised officer
- Permitting a dog to enter land from which dogs are excluded

- Taking more than a specified number of dogs onto land.

(4) That a report be submitted to the Cabinet Member on the results of the consultation by January, 2009.

74. OUT OF HOURS NOISE SERVICE UPDATE

In accordance with Minute No. 183 of 18th February, 2008, the Director of Housing and Neighbourhood Services submitted a report on extension of Service across the Borough.

Since the introduction of the changes to the Service following consultation with customers, a further specific consultation with service users had been carried out by the Neighbourhood and Adult Services' Service Quality Team. Unfortunately this had resulted in only 7 contacts but had provided some key elements of feedback for further Service improvement:-

- Extension of the Service to include Monday to Wednesday evenings
- Having officers accessible weekend days

The opinions expressed also indicated the need to consider "on duty" officers rather than a standby arrangement.

It was proposed that a further full survey of customers be undertaken in 6 months once the "new" arrangements had been tested. It was envisaged that the survey would be comprehensive and ensure that the Council had a representative sample of customers to judge accurately whether the service was in line with customer needs. The provisions of the Service and any further development would be considered following the survey.

Resolved:- (1) That the development of the Out of Hours Service be welcomed.

(2) That the impact that the Council had had on reducing incidents of noise be welcomed.

(3) That a further report be submitted in April, 2009.

75. COUNCIL HOUSING FUTURES PROJECT UPDATE

In accordance with Minute No. 192 of 3rd March, 2008, the Director of Housing and Neighbourhood Services reported on the project group and 4 sub-groups established to explore options for the future of Council housing in Rotherham after 2010 Rotherham Ltd.'s Decent Homes Programme had been completed.

All sub-groups had met at least once with 2 further meetings of the overall Steering Group have taken place during July and August, 2008. The Council's Landlord Relations Manager was project managing the overall process, whilst each group was chaired by an appropriate lead and

tenants' views represented on each sub-group via RotherFed. The 3 sub-groups were:-

Sub-group 1: Finance

The main output of the sub-group would be a clear view of the level of resources available over the next 30 years to invest in Council housing. A timetable had been produced setting out actions required to update the 30 year Housing Revenue Account Business Plan based on the status quo. This would include evaluation of all the inputs into the financial model (such as the number of properties sold through Right to Buy). RMBC finance would work closely with 2010 Rotherham Ltd. to ensure that the Decent Homes model and HRA Business Plan were aligned.

Sub-group 2: Landlord Options

The Council had a responsibility to consider whether the best way of delivering the Council's future housing aspirations was to extend the ALMO function beyond 2010. The sub-group was leading an appraisal of the 3 main landlord options post-2010:-

- (a) Continuing with an ALMO, either in its current form or through a revised agreement
- (b) Returning housing management services to the Council
- (c) Stock transfer – either for the entire stock or a partial transfer

Sub-group 3: Development of New Council Housing

The sub-group would explore the potential for 2010 Ltd. to act as a developer of new housing and to explore alternative models. Over the last 2 years, the Government had made it possible for ALMOs to bid for funding for new social housing as social landlords in their own right.

All potential HRA sites would be mapped out. Representatives from Bramall Construction and Chevin Housing Group had been included in the sub-group to allow perspectives from the developer and RSL sectors to feed into and inform the group's work.

Sub-group 4: Future Business Expansion Opportunities for ALMO

Projected income was set to decrease following completion of Decent Homes. 2010 Ltd. was currently mapping out the implications of those projections. The sub-group would need to take into account 3 key factors:-

- (a) Audit Commission inspection result
- (b) The requirement for the Memorandum and Articles of Association to be changed if 2010 were to be allowed to extend its trading opportunities
- (c) Future of the repairs and maintenance in-house service provider

The group would look at potential business opportunities for ALMOs in general and then consider how it could apply in Rotherham.

Discussion ensued on the future political input. The Future Groups would submit their options on the work they had done which would be fed into the political process.

Resolved:- (1) That the report be noted.

(2) That the project management arrangements submitted at Appendix A be noted.

(3) That the work programme submitted at Appendix B be noted.

(4) That the proposal to provide further reports in December, 2008 and March, 2008, be noted.

76. 2010 ROTHERHAM LTD. ACCOMMODATION

The Acting Chief Executive, 2010 Rotherham Ltd., submitted a proposal to provide additional accommodation at the Eastwood site in order to centralise various existing staff and to provide accommodation for a full Asset Management Team.

The current accommodation at the Eastwood site, which included temporary accommodation, was insufficient to meet the current and medium term future needs of the organisation. The extra demand had been created by the completion of the phased recruitment of asset management staff to assist in delivering the Decent Homes Programme and subsequently planned maintenance programmes together with the centralisation of staff occupying other premises i.e. Norfolk House. This had resulted in a further 60 desks being required.

Consideration had been given to adapting the existing premises and the renting or purchase of modular portocabin provision. A previous review in 2007 of the conversion of existing facilities had identified a cost of £625,000 to adapt existing buildings. A procurement exercise had been undertaken to identify the cost of renting or purchasing a modular style provision. The rental option cost over 3 years was £435,294 and purchase at £427,068. The purchase option was preferred as costs would diminish more significantly after the 3rd year and the Council/2010 would retain ownership of the facility.

After negotiations, the preferred supplier had offered a price of £388,966.

The proposal had been approved by 2010 Rotherham Ltd.'s Resources and Asset Management Committee and endorsed by the Board.

Resolved:- That the proposed accommodation extension for 2010 Rotherham Ltd. by way of 2 portocabin units at the Eastwood site be approved.

77. 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 items of business on the grounds that they involve the likely disclosure of exempt information as defined in those paragraphs indicated below of Part I of Schedule 12A to the Local Government Act 1972.

78. ILL HEALTH RETIREMENT COSTS

The Acting Chief Executive submitted a request for reimbursement to 2010 Rotherham Ltd. of the cost of the ill health retirement of a member of staff who had transferred from the Council to the company.

The request was made in accordance with the Management Agreement between 2010 and the Council stating that the latter would be responsible for meeting any liabilities accruing for transferred employees.

Disappointment was expressed that this had not been flagged up earlier so it could have been built into the Management Fee. The sickness management should highlight any potential ill health retirement situations. Colin Earl reported that they had not been aware of the case until June, 2008, however, it had highlighted a problem. 2010 now had a schedule which showed possibly a further 4-5 cases.

Resolved:- (1) That 2010 Rotherham Ltd. be reimbursed for the £78,775.32 incurred as a result of the ill health retirement of the person stated in the report.

(2) That unless earlier notification was received of any future ill health retirement cases, reimbursement of costs would not be approved.

(Exempt under Paragraph 2 of the Act – information which is likely to reveal the identify of an individual)

79. HOUSING INVESTMENT PROGRAMME (HIP) 2008/09

The Service Accountant submitted a report setting out details of the progress on the Housing Investment Programme for the period up to 15th August, 2008.

As at 15th August, 2008, spending on the approved Programme totalled £25.341M or 32.07%. To date, 2010 Ltd. managed schemes had incurred expenditure of £23.697M (35.44%) with a projected underspend. However, there was a potential risk of overspend due to capitalised repairs and refurbishment. The remainder of the programme monitored by the Council had spent £1.644M (13.53%). Several of the larger schemes had had little or no expenditure as yet but most were projecting to be on target by the end of the year.

Discussion ensued on the report with particular attention on disabled

adaptations, invoicing and Right to Buy sales.

Resolved:- (1) That the report be noted.

(2) That future HIP monitoring reports specify the actions being taken by budget holders to manage the risks identified including the potential shortfall in Right To Buy receipts.

(3) That the Director of Independent Living submit a report on Decent Homes related adaptations work.

(4) That an update be given at the next meeting on the situation regarding the submission of invoices by 2010 Rotherham Ltd.

(Exempt under Paragraph 3 of the Act – information relating to the financial or business affairs of any person (including the Council))

80. NEIGHBOURHOOD GENERAL FUND REVENUE BUDGET MONITORING TO 31ST JULY, 2008

Consideration was given to a report presented by Mike Clements, Service Account, Neighbourhoods, which detailed the income, expenditure and net position for the Neighbourhoods Department within the Neighbourhoods and Adult Services Directorate compared to the profiled budgets for the period ending 31st July, 2008. It also included the projected year end outturn position which currently showed a forecast overspend of £549,000 prior to any management actions which may be implemented following the current review of the Independent Support Service.

Resolved:- That the contents of the report be noted.

(Exempt under Paragraph 3 of the Act - information relating to the financial or business affairs of any person (including the Council))

81. PETITION UPDATE - BROOM VALLEY

Further to Minute No. 195 of 3rd March, 2008, the Director of Housing and Neighbourhood Services submitted an update on the progress made with regard to the original allegations made.

Petitioners had not reported any further concerns nor had taken advantage of the Out of Hours Service, Ring when Happening Service or the 24 hour answer machine. 1 monitoring sheet had been returned which had showed issues with the parking of cars.

Whilst there no longer appeared to be an issue in relation to noise, the planning enforcement matters would continue to be investigated by colleagues within Environment and Development Services. The situation would continue to be monitored with a further report submitted in 3

months.

Resolved:- (1) That the current position of the investigation and the actions taken to date be noted.

(2) That a further update be submitted should the case circumstances change significantly.

(Exempt under Paragraph 2 of the Act – information which is likely to reveal the identify of an individual)

**CABINET MEMBER FOR NEIGHBOURHOODS
Monday, 29th September, 2008**

Present:- Councillor Akhtar (in the Chair); Councillors Sims and Kaye (Policy Advisors).

Apologies for absence were received from Councillors McNeely and P. A. Russell.

(THE CHAIRMAN ALLOWED THE FOLLOWING QUESTION FROM A MEMBER OF THE PUBLIC)

82. CHANGES TO COMMUNAL LOUNGES

Mr. Richardson asked that “as opt outs have already been allowed from the Warden Service and Rothercare, will once the new changes take place, an opt out be allowed from the Neighbourhood Centres?”

The Director of Independent Living would respond in writing to Mr. Richardson.

83. SERVICE PLAN 2008/11

John Mansergh, Service Performance Manager, presented the Service Plan which set out the strategic direction of the Directorate for the next 3 years. The Plan contained the strategic objectives which had been identified through consultation with customers and shaped by national and local priorities.

The Directorate had prioritised 7 strategic objectives to improve the performance, standards and quality of service:-

- To improve access and standards of service where performance compared less well with the best to contribute to an excellent rating by the year 2009
- To further reduce the problem of crime and anti-social behaviour in a way which contributes to the reduction in the fear of crime by the year 2011
- To increase affordable housing and make better use of available assets in all sectors in a way which improves the range and quality of housing to create lifetime homes and sustainable neighbourhoods by the year 2011
- To modernise services so that they are designed in a way which maximises people's independence by the year 2011
- To develop innovative services in a way which contributes to helping

more people live at home by the year 2011

- To improve services for carers in a way which increases the level of support, resources and employment opportunities given by the year 2011
- To strengthen our approach to safeguarding adults in a way which contributes to reducing cases of abuse and increases the perception of our services delivering personal dignity and respect by 2011.

Discussion took place on the average re-let times of empty properties which had worsened. It was noted that the Decent Homes Programme had impacted on the turnround times. A joint performance clinic had been held on the issue.

Resolved:- (1) That the Service Plan be noted.

(2) That half yearly reports on progress against the action plan be submitted.

(3) That the new Neighbourhoods structure and key responsibilities of officers be submitted to a future meeting.

84. SHELTERED HOUSING COMMUNITY BUILDINGS REVIEW

Further to Minute No. 254 of 2nd April, 2007, the Director of Independent Living submitted an update on progress to date.

There were currently 62 communal facilities varying in size, design, condition and usage. The longer term role for Neighbourhood Centres was currently under review due to the Warden/Independent Support Service review and the impending procurement programme by the Supporting People commissioners which would include the Council's Sheltered Housing Service. The outcome of the latter may lead to an alternative service model being provided which would impact on the longer term role for Neighbourhood Centres.

In order to establish the potential use of the buildings given the wider changes to sheltered housing, it was proposed that a programme of work be agreed that by March, 2009, would lead to options being appraised for the future role and use of the centres. The centres could offer significant opportunities in a number of areas including provision for alternative developments such as affordable housing. It was proposed that:-

- A full asset review take place for the sheltered housing Neighbourhood Centres
- Consultation take place across all sites with residents regarding the removal of guest bedrooms and the potential future use of such rooms
- Proposed increase in the cost of the laundry service

- Consultation on the proposed protocol set out in Appendix 2 on the use of communal facilities by non-residents

Discussion ensued on the report with the following issues raised/clarified:-

- o The Neighbourhood Centre Manager and Wardens would be critical in managing the facilities
- o The Neighbourhood Centre Manager had introduced a booking system with the Wardens
- o The asset review would flag up those buildings that were not DDA compliant
- o Bespoke consultation for each Centre
- o Consideration was still to be given as to whether the charge for non-residents would be on a daily basis or per event
- o Consultation period of 90 days

Resolved:- (1) That the progress to date since April, 2007, be noted.

(2) That a full asset review take place to appraise the options for the future use of the centres.

(3) That the specific proposals to discontinue the provision of guest bedrooms and to increase the cost of using the laundry be approved as part of the review consultation.

(4) That the protocol set out in Appendix 2 be approved for consultation upon with tenants, residents and other stakeholders with a view to it being adopted formally subjected to any changes from 5th January, 2009.

(5) That Ward Councillors be fully consulted.

(6) That, as part of the review, consideration be given to 7 potential venues (1 per Area Assembly) for a base for the Safer Neighbourhood Teams.

(7) That a press release on the imminent consultation on the proposals be issued to the local press.

85. DECENT HOMES WORKS ON SYHA PROPERTIES

The Director of Independent Living reported on properties which had not been included in 2010 Rotherham Ltd.'s bid for Decent Homes funding.

There were 26 short life lease arrangements with South Yorkshire Housing Association (SYHA) and the Council, which provided 44 units of supported accommodation, due for renewal. The leases were for a period of between 1 and 6 years and all due to expire between October, 2008 and early 2011.

As a result of SYHA requesting confirmation on when the properties

would receive Decent Homes works, it had been identified that only 8 of the 26 properties had been included in the current Programme. 1 of the explanations given for this was that may be the status of the properties on 2010's IT system was "inactive" and may have been confused with properties previously sold under the Right to Buy.

The current lease made no reference to the Decent Homes refurbishments but referred to keeping the premises in reasonable repair and in such condition as to be capable of providing accommodation to a standard which was adequate for the timebeing.

There were 3 main options in relation to Decent Homes work available:-

- a. That Decent Homes works be completed on the properties by the Council and the leases continue with SYHA
- b. That SYHA be allowed to acquire the properties and take on full responsibility for maintaining and improving the properties
- c. That the properties be returned to be managed by 2010 as part of the Council's general housing stock

Resolved:- (1) That option a be approved.

(2) That 2010 Rotherham Ltd. be directed to include the properties leased to SYHA in the existing Decent Homes Programme.

86. 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 Paragraph 3 of Part I of Schedule 12A to the Local Government Act 1972 (information relating to the financial or business affairs of any particular person (including the Council)).

87. WIMPEY MYTON PROPERTIES AT RAWMARSH

The Neighbourhood Investment Manager reported on the investment review conducted on a pair of semi-detached Wimpey Myton non-traditional properties at Rawmarsh.

1 property was currently void and unavailable to let and the other had been temporarily vacated by the tenant due to the need for substantial works to be undertaken to the properties to address structural issues and bring them to a Decent Homes and general sustainable standard.

A number of options for the future of the properties had been considered and were set out in the report submitted. Consultation had been undertaken with 2010 Rotherham Ltd. and relevant Ward Members.

Resolved:- (1) That the demolition of the properties identified be approved.

(2) That the affected tenant be granted priority rehousing status and rehoused to a suitable alternative property appropriate to the family's needs.

(3) That the affected tenant receive Homeless and Disturbance payment.

SUSTAINABLE COMMUNITIES SCRUTINY PANEL
Thursday, 11th September, 2008

Present:- Councillor McNeely (in the Chair); Councillors Atkin, Blair, Falvey, Gamble, Gouly, Havenhand, Lakin, Nightingale, P. A. Russell and Walker. together with Mr. J. Carr (Environment Protection UK), Derek Corkell (RotherFed) and Andrew Roddison (RotherFed)

Councillor Pickering was in attendance for Minute No. 39.

Councillor Akhtar was in attendance at the invitation of the Chair.

Apologies for absence were received from Councillors F. Wright, Armitage and Bartholomew.

29. COMMUNICATIONS

(1) The Chair asked the Cabinet Member for Neighbourhoods what the Council was doing to respond to the present problems being experienced with the credit crunch with regard to housing and increased energy prices.

The Cabinet Member reported that the continuous effects of the credit crunch would add more pressure onto social housing. Officers were actively investigating all the criteria of various Government initiatives and how best to respond.

Officers would also be looking at the recently announced energy initiatives.

(2) The Chair reported that a Christmas lunch for the Panel would be held on 18th December. Anyone interested should bring their deposit and menu choice to the next meeting.

30. DECLARATIONS OF INTEREST

There were no Declarations of Interest made at the meeting.

31. QUESTIONS FROM MEMBERS OF THE PUBLIC AND THE PRESS

There were no questions from the public and press.

32. COUNCILLOR WYATT, CABINET MEMBER FOR SUSTAINABILITY AND INNOVATION

Councillor Wyatt, Cabinet Member for Sustainability and Innovation gave the following powerpoint presentation on his portfolio:-

Key Work Streams

- Sustainable Development and Strategy

- Innovation and Service Re-engineering
- Customer Services Strategy and Access Policy (including one-stop shops)
- Procurement Strategy
- RBT Client Function
- Communications and Marketing Strategy
- E-Government, Data Protection and Freedom of Information
- IT Strategy and Management
- Rural Policy
- RBT Performance
 - Revenues and Benefits
 - Operational HR&P
 - ICT
 - Customer Services
- Energy issues and Carbon Reduction
- Reputation
 - A-Z of Services
 - Newspaper
- Biodiversity Duty
- Internal Environmental Performance
- Rothercard
- Registrars and Celebratory Services (RBT)
- Welfare Rights and Money Advice (RBT)
- Ethical Town
 - Plastic Bag Reduction
 - Mayors for Peace
 - Trade Justice Policy

Procurement Panel

- Corporate Procurement Strategy
- Follows Corporate Policies
- Working with third sector and businesses

- Ethics
- Sustainability
- Performance Management

E-Government Board

- ICT and E-Government delivery
- ICT Capital Strategy
- Advisory Body to Council and its partners
- Sharing knowledge
- ICT and E-Government Scrutiny
- Approval of ICT projects

RBT Governance Group

- Action Plan for contact refresh
- BT investment funding
- Opportunities for additional work streams
- Third party trading
- VFM testing
- Partnership sustainability and exit

Corporate Communications and Marketing Group

- C & M activity aligned to Council priorities
- One Council approach to communications
- Promote the importance of C & M
- Profile and reputation
- Best use of resources

Rotherham Show

- Council and partners contribution
- Services marquee
- Graphics and infrastructure
- Publicity and promotion
- Debriefing evaluation

Rotherham News

- Editorial Board
- Contractor evaluation
- Distribution
- Partner liaison and development
- Readers' Panels
- Revenue and expenditure monitoring

Additional Activities

- Customer Access Group
- Corporate Complaints Group
- Website Development Group
- Members' ICT Access
- Rotherham Information Governance Group

Committee Membership

- LDF
- Regeneration and Asset Management Board
- Corporate Improvement Board
- Corporate Governance Group
- Recycling Group
- Groundworks Trust Panel
- Rotherham Cultural Consortium
- LGA Rural Commission
- Rotherham Environment Forum
- Yorkshire and Humber Sustainable Development Group
- NFLA

Some Achievements

- First ever National Fairtrade Towns Conference hosted by Rotherham with National Fairtrade Foundation in September, 2007
- Fairtrade Fashion Show during Fairtrade Fortnight in March, 2008
- Fashion Show was a huge success with over £800 raised for SY Flood Relief and Oxfam and awareness raised of the meaning of Fairtrade and the variety of Fairtrade products

Y&H Environment Index 2007 and 2008

- Led by Business in the Community
- A leading benchmark of corporate environmental engagement
- 2007 – Gold category and 1 of 7 climate change champions
- 2008 – Silver category, missing out on gold by only 0.6%

World Environment Day

- 2007 – joint event with Chamber and Environment Agency
- 2008 – Fair in town centre
- 2008 – community/school focus

Eco-Footprinting Project

- Y&H SD Board funded
- Key priority to reduce region's ecological footprint
- 1 of 9 LSP's chosen to take part in the region
- Project designed to inform the refresh of the Sustainable Community Strategy

Nottingham Declaration

- Voluntary pledge to address the issues of climate change
- Represents a high level broad statement of commitment
- Signed by Leader and Chief Executive in November at Rotherham Environment Forum
- Worked with Energy Saving Trust on a national climate change programme to inform development of a Borough-wide climate change action plan

Sustainable Procurement

- Buy Recycled Project
- Working with suppliers
- Energy efficiency

Forward Work Plan for 2008/09

- Development of a Borough-wide Climate Change Action Plan
- Local Area Agreement target on the reduction of COs emissions from Council operations
- Joint project with Primary Care trust on energy efficiency
- Sustainability Partnership – support partners to embed sustainable development, particularly climate change, biodiversity and waterways

Discussion ensued on the presentation with the following issues raised/clarified:-

- o The new monthly newspaper would be produced on 75% recycled paper content. The remainder would meet the Forestry Stewardship requirements
- o The new Civic Office would be very good in terms of Environmental Performance rather than excellent. The decommissioning of other buildings would be a major step forward in carbon reduction
- o The Youth Cabinet was due to report back to PSOC on plastic bags
- o The eligibility for Rothercard may be extended

Councillor Wyatt was thanked for his presentation.

33. HEALTH AND SAFETY

Andrew Barr, Principal Environmental Health Officer, gave a powerpoint presentation on the Health and Safety at Work etc Act 1974 as follows:-

Who Goes Where:-

- Local Authority EHOs
 - o Retail – food shops, garden centres, car sales, electrical goods
 - o Wholesale – warehouses, builders merchants, steel stockholders
 - o Offices – banks, estate agents, call centres, employment agencies
 - o Catering – restaurants, cafes take-aways, pubs, clubs
 - o Accommodation – hotels, youth hostels, camping, caravan sites
 - o Residential Care – children’s homes, homes for the elderly
 - o Leisure and Cultural – riding schools, golf courses, zoos, bungee jumping, theatres, museums, circuses
 - o Consumer Services – laundries, hairdressers, beauty parlours, places of worship, undertakers
 - o Others – hire shops, mail sorting offices, animal boarding
- HSE Inspectors

- Anywhere not on the above list or for certain matters specifically allocated in the Regulations no matter where they occur
- Agriculture, mines and quarries, construction and demolition, factories, manufacturing engineering workshops, hospitals, Local Authorities, TV and broadcasting, offshore, COMAH sites, fairgrounds

Key Statistics 2006/07

- 2.2M people were suffering from an illness they believed was caused or made worse by their current or past work
- 646,000 of these were new cases in the last 12 months
- 2,037 people died of mesothelioma (2005) and thousands more from other occupational cancers and lung diseases
- 241 workers were killed at work, a rate of 0.8 per 100,000 workers
- 141,350 other injuries to employees were reported under RIDDOR, a rate of 535.1 per 100,000 employees
- 274,000 reportable injuries occurred according to the Labour Force Survey, a rate of 1,000 per 100,000 workers

The Picture in Rotherham

- Nearly 6,000 work premises of which 3,300 or so (55%) fall to the Local Authority
- 210 incidents reported through RIDDOR
- 129 inspections made
- 244 Service requests logged
- 15 Improvement Notices serviced (4 in 2007/08)
- 1 Prohibition Notice service (1 in 2007/08)
- 1 prosecution from 2007/08 – due in Court October
- Estimated economic cost in Rotherham £58M

A question and answer session ensued with the following points raised/clarified:-

- It was based within the Business Regulation Unit and dealt with external premises. There were 2 teams each with 1 dedicated officer dealing specifically with health and safety issues. A flexible hours system was operated with no weekend or rota system in place, the same as the Health and Safety Executive
- The Council had its own internal Health and Safety Team in the Economic and Development Services Directorate.
- A new Act passed recently looking at issuing Fixed Penalty Notices for minor offences thereby having a monetary impact.
- There was a legal requirement to carry out a Risk Assessment and if an employer employed more than 5 people they had to have a written Risk Assessment
- A Prohibition Notice would concentrate on a specific aspect of a business
- Close working with a number of partners particularly the Health and Safety Executive

Andy was thanked for his presentation.

34. FORWARD PLAN 1ST JUNE-31ST OCTOBER, 2008

The Panel noted the Forward Plan of Key Decisions for 1st June-31st October, 2008.

(THE CHAIR AUTHORISED CONSIDERATION OF THE FOLLOWING ITEM TO ENABLE MEMBERS TO BE FULLY INFORMED.)

35. NEIGHBOURHOODS AND ADULT SERVICES SERVICE PLAN 2008/11

John Mansergh, Service Performance Manager, presented the Service Plan which set out the strategic direction of the Directorate for the next 3 years. The Plan contained the strategic objectives which had been identified through consultation with customers and shaped by national and local priorities.

The Directorate had prioritised 7 strategic objectives to improve the performance, standards and quality of service:-

- To improve access and standards of service where performance compared less well with the best to contribute to an excellent rating by the year 2009
- To further reduce the problem of crime and anti-social behaviour in a way which contributes to the reduction in the fear of crime by the year 2011
- To increase affordable housing and make better use of available assets in all sectors in a way which improves the range and quality of housing to create lifetime homes and sustainable neighbourhoods by the year 2011
- To modernise services so that they are designed in a way which maximises people's independent by the year 2011
- To develop innovative services in a way which contributes to helping more people live at home by the year 2011
- To improve services for carers in a way which increases the level of support, resources and employment opportunities given by the year 2011
- To strengthen our approach to safeguarding adults in a way which contributes to reducing cases of abuse and increases the perception of our services delivering personal dignity and respect by 2011.

A question and answer session ensued with the following points raised:-

- Thermal efficiency and insulation was part of the Decent Homes Programme but not every home on the Decent Homes Programme had/would receive it
- Last year's Decent Homes target had been met and was currently on target

Resolved:- (1) That the Service Plan be noted.

(2) That half yearly reports on progress against the action plan be submitted.

(3) That the new Neighbourhoods structure and key responsibilities of officers be submitted to a future meeting.

36. CHOICE BASED LETTINGS ALLOCATIONS POLICY

This item was deferred as a further report was to be submitted to the Cabinet Member for Neighbourhoods

37. CONFERENCE - HOUSING AND HEALTH

This item was deferred as information was awaited from Hallam University.

38. CABINET MEMBER FOR NEIGHBOURHOODS

The Panel noted the decisions made under delegated powers by the Cabinet Member for Neighbourhoods held on 30th June and 28th July, 2008.

Resolved:- That the Tenancy Agreement Revision be submitted to the next meeting of this Panel.

39. CHESTERHILL AVENUE INTENSIVE NEIGHBOURHOOD MANAGEMENT PILOT - PROGRESS AND IMPACT

Catherine Dale, Neighbourhood Initiatives Manager, reported on the 12 months intensive Neighbourhood management pilot that had taken place on the streets and community surrounding Chesterhill Avenue, Thrybergh.

In Rotherham's first Joint Strategic Intelligence Assessment in March, 2007, the Safer Rotherham Partnership had employed the Vulnerable Localities Index as a method of prioritising neighbourhoods. At 5 times the average for the Borough, Chesterhill Avenue had been identified as the most vulnerable community in Rotherham and in need of immediate action.

A high level partnership strategic group had been established in the

summer of 2007 to steer the development of the intensive neighbourhood management pilot and identified a pre-defined pilot boundary (650 households). By September, 2007, a Neighbourhood Initiatives Manager had been appointed and the 12 month intensive pilot began.

The pilot had worked with the community in collaboration with local service providers and local Ward Members to make their neighbourhood a better place to live. The pilot had focussed on:-

- stabilising crime and ensuring community safety
- increasing community involvement, trust and communication

The key points were:-

- A total of 143 unsustainable properties were to be demolished.
- 75% of all tenants had been rehoused and dispersed across the Borough
- Intensive neighbourhood management had show a 50% reduction in crime and 70% reduction in anti-social behaviour

The report also set out what had worked, the key challenges faced and what the exit strategy needed to contain.

Resolved:- That the progress and impact of the pilot be noted.

40. SUSTAINABLE COMMUNITIES SCRUTINY PANEL

The minutes of the meeting held on 20th July, 2008, were noted.

41. PERFORMANCE AND SCRUTINY OVERVIEW COMMITTEE

The minutes of the Performance and Scrutiny Overview Committee held on 27th June, 11th and 25th July, 2008, were noted.

PERFORMANCE AND SCRUTINY OVERVIEW COMMITTEE
12th September, 2008

Present:- Councillor McNeely (in the Chair); The Mayor (Councillor G. A. Russell); Austen, Barron, Burton, Gilding, Jack, P. A. Russell and Swift.

Also in attendance for item 66 below (Post Offices Closures in Rotherham) were:

Councillors Blair, Donaldson, Hodgkiss, Hughes, Hussain, Kaye, Lakin, Pickering, Wootton, S. Wright and Wyatt.

Messrs M. Silcott and A. Steele (Post Office Ltd.)

Mr. D. Cottingham (Postwatch)

Members of the public representing the affected proposed post office closure areas.

Apologies for absence were received from Councillors Boyes, J. Hamilton and Whelbourn.

62. DECLARATIONS OF INTEREST

There were no declarations of interest made at this meeting.

63. QUESTIONS FROM MEMBERS OF THE PUBLIC AND THE PRESS

There were no questions from members of the public or the press.

64. QUARTER 1 PERFORMANCE REPORT 2008/09

Tim Littlewood, Principal Officer Performance Management, presented the submitted report relating to the above which focused on the new national indicator set containing 198 indicators introduced in April, 2008.

The report was an exception report based on the measures contained within the Corporate Plan, paying particular attention to the areas of greater risk and also highlighted areas of strong performance.

The report addressed the main areas of performance across the Council and examined issues relating to the Local Area Agreement (LAA) and Comprehensive Performance Assessment (CPA) Service Block scores.

The report covered:-

- Corporate Plan performance
- Direction of Travel (DOT)
- Performance Clinics

- Data Quality
- Local Area Agreement (LAA)
- Comprehensive Performance Assessment (CPA)

At this stage it was not possible to report on the vast majority of the new measures. The submitted paperwork identified the ownership of each measure, who would report on each measure, and, where possible, whether or not mechanisms were in place to facilitate such report, when the data and mechanisms would be available and whether the measure was included in the Corporate Plan and under what theme. Work was ongoing to provide the missing information, particularly with regard to when the performance data would be available.

Discussion and a question and answer session ensued and the following issues were covered:-

- indicators no longer available
- risks
- bed availability in the new care homes
- waiting lists for assessment for care

Resolved:- That the following be noted:

(1) overall position and direction of travel in relation to both overall performance and to the Audit Commission's CPA Direction of Travel Indicators performance

(2) performance clinics to be conducted in Quarter 1 be based on existing areas of concern and a risk assessment of the new national indicator set

(3) information contained within Appendix A of the submitted report required more information in relation to responsible performance indicator managers and specific dates when performance data would be available from individual directorates for the measures they were responsible for

(4) the performance reporting schedule be reviewed to accommodate the performance reporting timescales of the Council and its partners.

65. OUR FUTURE GROUPS - SCRUTINY MEMBERSHIP

Resolved:- That scrutiny membership of the reconstituted Our Future Groups be as follows:-

GROUP 1 Strategic Capacity Governance and Structural Review

Councillor Whelbourn

GROUP 2 Strategic Partnership and Procurement Strategy

Councillors Jack and G. A. Russell (Councillor Burton to substitute for the Mayor when necessary)

GROUP 3 Devolution, Empowerment and Communities

Councillors Whelbourn and McNeely

GROUP 4 VFM/Resources Strategy

Councillor Boyes

GROUP 5 Innovation, ICT and Workstyle

Councillor Austen

66. POSTAL OFFICE CLOSURES IN ROTHERHAM

The Chairman welcomed everyone to the meeting and introduced Cath Saltis, Head of Scrutiny Services, who presented briefly the submitted report indicating that, as part of the Government's Network Change Programme to secure the long term future of the post office network, an announcement was made on 5th August, 2008 to close the following six post offices in Rotherham :

(a) Salisbury Road Post Office, 66a Salisbury Road, Maltby

(b) St. Ann's Post Office, 45 St. Ann's Road

(c) Toll Bar Post Office, 500 Wortley Road

(d) Whinney Hill Post Office, 14 Old Gate Lane, Thrybergh

(e) Parkgate Post Office, 96 Broad Street, Parkgate

(f) Harley Post Office, 11 Harley Road, Harley

The report set out the background to the Network Change Programme, details of the post offices identified for closure in Rotherham, demographics of the affected communities and considered the impact that planning applications in those areas could have on post office provision.

The report covered:-

- background
- access criteria

- situation in Rotherham
- impact on the community
- alternative provision
- future of local post offices

Also submitted was :-

- a petition containing over 500 signatures opposing the closure of Harley Post Office
- a response from John Healey, M.P., to the proposed closure of the post office branches within his constituency at Parkgate, Harley and Whinney Hill

It was noted that the consultation deadline on the proposed closures was 22nd September, 2008.

Following presentation of the report, the Chairman invited representations/comments/questions from the meeting.

Discussion and a question and answer session ensued and the Post Office Ltd. representative answered, where possible, questions from Ward Councillors, elected Members and members of the public/representatives on behalf of the proposed affected post offices.

General issues raised included:

- a feeling that the closure programme was a 'fait accompli' and that the consultation exercise was a waste of time
- clarification that, due to the overall closure programme requirement, withdrawal of a post office from the closure programme in Rotherham would result in another post office within the defined area (of which Rotherham was a part) being drawn into the closure programme
- changing nature of the use of post offices and reasons for closures
- not Government employees working in post offices but bought as businesses and clarification of the compensation arrangements
- alternative provision arrangements and costings for such
- Post Office research into the condition of Rotherham's post offices and the criteria for proposing closure
- concerns generally regarding apparent lack of consideration of the social impact of post office closures

- concerns generally regarding the accessibility of alternative provision
- concerns regarding lack of additional budgets i.e. PTE to improve local services to alternative provision facilities
- general concerns regarding weighting or lack of weighting of criteria for closure
- general concerns regarding the consultation process in that residents had not been consulted
- general concerns regarding the 'flawed' findings from the consultation process
- given that Post Office Ltd. was driven by the effort to save money, what alternative factors to closure had been considered
- clarification of the Council's contact/consultation with the affected post offices
- need not to fall foul of the Government's own disability rules regarding accessibility of wheelchairs on buses

Specific issues raised included:-

(a) St. Ann's Post Office

- need to look seriously at the alternative proposed provisions in more detail
- town centre not appropriate : already very busy
- St. Ann's uniquely caters for a diverse community language mix which is not available at other locations
- previous closure on Fitzwilliam Road increased usage of St. Ann's which already has queues
- not possible to provide alternative post office that would cater for the St. Ann's customers
- disadvantage from a travel perspective particularly to the elderly, infirm and disabled
- no consideration given to the impact of closure on the long serving loyal employees

(b) Parkgate Post Office

- proposed alternative provision a problem from an access point of view in that the community is in the top 5% area of deprivation nationally with low degree of car ownership and a heavy reliance on public transport
- the nearest alternative on Bellows Road itself likely to close for at least a year as part of the centre's redevelopment
- the route to Bellows Road is up a steep hill and Parkgate is a high level incapacity benefit community

(c) Harley Post Office

- a village community already isolated would be more isolated with the closure
- consultation process flawed in that no member of the public aware of consultation
- consultation information flawed in that there are only 2 buses per day to Wentworth (alternative proposed post office) and following the one at 12.25 p.m. there is no return bus from Wentworth until 9.15 a.m. the following day
- concerns regarding discrimination against disabled people in that they are unable to access the alternative proposed provisions at Wentworth (see above) and Chapeltown
- there is an half a mile walk to the bus stop to travel to Chapeltown, again a problem for the elderly, infirm, disabled, mothers with young children
- residents are mainly elderly with 20% disabled and would be denied easy access to buy postal products
- the human element/social contact via the post office and knowing the pattern of customers to alert about potential problems would be lost
- post office being denied the facility to sell certain services i.e. travel insurance and to increase services must have them in the first place

(d) Whinney Hill Post Office

- area of deprivation with high number of disabled people and residents on benefits, low car usage

- journey to Hollings Lane Post Office on a hill
- no direct bus service to the East Herringthorpe Post Office therefore not a viable alternative
- town centre not a viable alternative as already full to bursting

(e) Salisbury Road Post Office

- used by a lot of elderly/disabled people
- alternative post office on hill and car parking issues

In concluding the discussion, the Chairman thanked everyone for their attendance and contributions.

Reference was made to the comments and concerns that had been submitted to the Council in letters, on line and in person by residents and to additional information that had been gathered by communities regarding more accurate information about local scenarios.

The strong representations made in respect of Harley, Parkgate and St. Ann's post offices were particularly acknowledged.

Resolved:- That, in view of the various representations, as referred to above, made to the Council, the information now submitted and representations received by the Council be referred to Postwatch and Post Office Ltd. and Post Office Ltd. be requested to re-consider their proposed post office closure programme for Rotherham in the light of such representations.

67. PROCUREMENT STRATEGY ACTION PLAN UPDATE

Further to Minute No. 5 of the meeting of this Committee held on 23rd May, 2008, Sarah McCall, Performance Officer, presented the submitted report detailing how the Council's Corporate Procurement Strategy was based around the 4 key visions of the National Procurement Strategy:

- Vision for leadership, management and capacity
- Vision for partnering, collaboration and supplier management
- Vision for systems that allow business to be done electronically
- Vision for stimulating markets and achieving community benefits

Implementation of the Strategy was via four action plans corresponding to the visions and the report provided an update on progress against those action plans.

The action plan produced following the base budget review of third sector funding had now been incorporated into reporting of the Strategy Action

Plan.

Discussion and a question and answer session ensued and the following issues were covered:-

- assessment and future reporting of outcomes
- CYPS Joint Commissioning Framework 2008/11
- awareness training regarding what could be procured from/provided by VCS

Resolved:- That the actions to implement the Procurement Strategy be noted and the ongoing actions be supported.

68. PROCUREMENT LOCAL PERFORMANCE INDICATORS

Further to Minute No. 6 of the meeting of this Committee held on 23rd May, 2008, Sarah McCall, Performance Officer, presented the submitted report setting out the details of the indicators developed to date, targets and performance for the first quarter of the current year.

Of the eighteen indicators (details of which were appended to the report) :

- two were status green with performance above target
- five were status amber with performance on target
- two were still under development
- two were for information/monitoring only without targets
- one had reporting yet to commence
- five were annual indicators with reporting due later in the year
- one had been superseded by changing legislation

Resolved:- That the current performance against the indicators be noted.

69. PAYMENT OF INVOICES WITHIN 30 DAYS (FORMER BVPI8)

Further to Minute No. 4 of the meeting of this Committee held on 23rd May, 2008, Sarah McCall, Performance Officer, presented the submitted report which detailed BVPI 8 and how it measured the payment of undisputed invoices within 30 days.

The Council had agreed the following average annual targets for performance of BVPI 8 with RBT :

2007/08	96.3%
2008/09	97.0%
2009/10	97.5%

Outturn performance for 2007/08 achieved 94% which demonstrated an improvement on the 2006/07 outturn performance of 91%.

Performance against BVPI 8 was not as consistent as it should be and it was recognised that the Council should act to instil and embed good practice in this area and work was ongoing to this effect. Recent performance had achieved :

April 95%
 May 92%
 June 88%
 July 90%
 August 91%

Average performance against BVPI 8 for the year to date was 91.2%.

Discussion and a question and answer session ensued and the following issues were covered:-

- impact on vulnerable small suppliers
- ROCC system

Resolved:- That the current position in respect of BVPI 8 be noted with concern and mitigating actions be supported.

70. RBT PERFORMANCE UPDATE

Mark Gannon, Transformation and Strategic Partnerships Manager, presented the submitted report summarising the performance of RBT against contractual measures and key service delivery issues for the first quarter of the current financial year across the areas of Customer Access, Human Resources and Payroll, ICT, Procurement and Revenues and Benefits.

Following the recent renegotiation of the RBT contract, a new performance management framework was developed to provide a way to measure and manage performance effectively, which would indicate not only the health of the services but also the health and performance of the Partnership overall.

The framework included:-

- Strategic Measures : a set of 5 key measures for each service area which were of the greatest strategic significance for the

Partnership plus 5 cross cutting Partnership measures (details were submitted)

- Operational Measures : a set of measures for each service area which assess the effectiveness of service delivery. These replace the service level agreements and are to be used in conjunction with the service credit model (details were submitted).
- Management Measures : local performance indicators for each work stream which allow additional key service information to be monitored and assessed

Work had been ongoing during Quarter 1 to implement the new suite of measures, including the preparation of detailed methodology statements for each measure which set out what the measure was, how data would be gathered etc. As a number of measures were new and required new reporting mechanisms to be implemented, not all measures were able to be reported on at the present time. All measures were on target to be reported fully from next month onwards.

Discussion and a question and answer session ensued and the following issues were covered:-

- value for money
- Council Tax collection recovery procedures
- resourcing of calls that previously went to the Maltby and Wath district offices which were now being dealt with through Neighbourhoods and Adult Services Assessment Direct Service
- Tell Us Once project

Resolved:- That the information be noted.

71. MINUTES

Resolved:- That the minutes of the meeting held on 25th July, 2008 be approved as a correct record for signature by the Chairman.

72. WORK IN PROGRESS

Members of the Committee reported as follows:-

(a) Councillor Burton reported that the latest meeting of the Children and Young People's Services Scrutiny Panel had considered a report on children's centres and had had the opportunity to comment on the draft

parenting strategy,

(b) Councillor Austen reported that the Democratic Renewal Scrutiny Panel had held a themed meeting on equalities with interesting presentations from the BME Young People's Forum. Also discussed was the duty of schools to promote community cohesion.

It was also noted that the review of parish councils had begun.

(c) Councillor Jack reported that the latest meeting of the Adult Services and Health Scrutiny Panel had received a presentation regarding prostate cancer screening.

Forthcoming items included a report concerning changes to the mental health service and that the review into breastfeeding was to commence in the next few weeks.

73. CALL-IN ISSUES

There were no formal call in requests.

1 MEMBERS SUSTAINABLE DEVELOPMENT ADVISORY GROUP - 08/09/08**MEMBERS SUSTAINABLE DEVELOPMENT ADVISORY GROUP
MONDAY, 8TH SEPTEMBER, 2008**

Present:- Councillor Wyatt (in the Chair); Councillors Doyle, McNeely, Pickering and Currie.

Apologies for absence were received from Councillors Hodgkiss, Sangster and Walker.

69. MINUTES OF THE PREVIOUS MEETING HELD ON 13TH JUNE, 2008

It was noted that an All Members seminar was to be held on the National Environment and Rural Communities Act on 16th September, 2008, at 10.00 a.m.

Agreed:- That the minutes of the previous meeting of the Members Sustainable Development Action Group, held on 23rd October, 2007, be accepted as a correct record.

70. PROMOTING SUSTAINABLE SCHOOL TRANSPORT

Vince Boulter, School Travel Plan Adviser, reported that all schools now had a travel plan so he now promoted sustainable travel. He gave a presentation via the School Travel Plans which was available on the Council's website which could be found under "Environment", "Transport", "School Travel Plans" and "Sustainable Schools".

He drew attention to:-

- Bus Map
- Journey Planner
- Maps of your Area
- Cycling proficiency was still provided on request
- Attempts were being made to include sustainability in the School Admissions Leaflet
- The Big Screen and inclusion of an article in the new Community Newsletter were suggested as ways of promoting sustainable transport.

71. ABLE PROJECT

Sue Budby, Principal Officer for Reintegration, presented a report on the ABLE Rotherham Project.

The project would transform an urban green space into a fully operational sustainable and ecological resource centre incorporating a fish farm, aquaponics, horticulture, an orchard, bee hives, rural crafts and an education centre whose key focus would be on the wider personal social health and citizenship development of disadvantaged people in the local area. The project would also encourage the development of small

enterprises. It would replicate a very successful project at Wakefield.

At Wakefield they employed an Education Co-ordinator and linked all the activities the young people did at the project with school and used within the school to contribute towards various levels of accreditation.

A visit was to take place on 3rd October to Wakefield in which Councillors McNeely, Pickering and Wyatt expressed an interest.

72. ENVIRONMENTAL MANAGEMENT SYSTEM

David Rhodes, Corporate Environmental Officer, presented an update report as follows:-

- ISOQAR audit had been passed
- The Environment Statement should be available for publication shortly
- EMAS work was continuing but had not been expanded throughout the Council due to resources
- Work was focussing on Display Energy Certificates. All buildings were in the process of being surveyed and hopefully would be complete by the 1st October, 2008, deadline. Not all the Certificates would be displayed by the deadline
- There was no accredited assessor at the present time due to the examinations that had to be taken
- Preparation work was taking place for the Carbon Reduction Commitment which came into force in January, 2009
- Due to other commitments, no progress had been made with NI185

Agreed:- That the report be noted.

73. LOCAL ACTION 21

David Wilde (LA21's), presented a progress report highlighting the following issues:-

- Whole school assemblies at GreenCheck schools prior to successful external EMAS audits in line with Council's accreditation
- Dream Playground plans submitted by St. Ann's Primary to Learning Through Landscapes/RBS
- Supergrounds project celebrated at Kilnhurst Primary
- Ecological Footprinting workshops at NHS Rotherham as part of 'Bike Week' and at Todwick Junior School
- Development of housing related environmental project with Rotherham 2010 and RotherFed

Agreed:- That the report be noted.

74. CUTTING THROUGH THE GREEN TAPE: THE POWERS COUNCILS

3 MEMBERS SUSTAINABLE DEVELOPMENT ADVISORY GROUP - 08/09/08

HAVE TO TACKLE CLIMATE CHANGE

This item was deferred until the next meeting.

75. POLICY UPDATE

The Advisory Group noted the policy update.

76. SUSTAINABILITY PARTNERSHIP

Agreed:- That the minutes of the Sustainability Partnership held on 25th June, 2008 be noted.

77. FUTURE AGENDA ITEMS

Agreed:- That future agendas include the following:-

- Cutting through the Green Tape: The Powers Councils have to Tackle Climate Change
- Allotments

78. DATE OF NEXT MEETING

Agreed:- That a further meeting be held on Friday, 31st October, 2008, commencing at 10.30 a.m.

**NEW ARRIVALS WORKING PARTY
24th September, 2008**

Present:- Councillor Sharman (in the Chair) and Councillor Rushforth.

Apologies for absence were received from Councillors Akhtar and Hussain.

8. MINUTES OF MEETING HELD ON 13TH JUNE, 2008

The minutes of the previous meeting, held on 13th June, 2008, were agreed as a correct record.

Further to Minute No. 2(2) (New European Migration Welcome Packs), it was noted that discussion had taken place at a recent meeting of the Community Consultation Partnership. A bid had been submitted for funding.

Further to Minute No. 6 (Impact on Children and Young People's Services), it was noted that a Scrutiny Review was taking place on newly arrived children and the impact on schools.

Agreed:- (1) That information from the Scrutiny Review be submitted to a future meeting of this Working Party.

(2) That school admission figures for newly arrived children be submitted to the next meeting.

9. UNACCOMPANIED ASYLUM SEEKING CHILDREN

Jill Holbert, Locality Manager, Rotherham South, presented a report on the areas of work covered by the Social Care Team which included the provision of accommodation and support to unaccompanied asylum seeking children (USAC).

The report also set out the Home Office proposal to treat Yorkshire and Humberside as a specialist authority, providing for around 800 USAC in total, with a dispersal centre for the children. They also proposed the funding arrangements and were asking local authorities to negotiate long term grant agreements based on local costs.

Rotherham was proposing to negotiate to receive up to 10 USAC at any 1 time at a grant level that would meet the projected supporting costs.

Agreed:- That the report be noted.

10. ASYLUM PROJECT TEAM BUDGET

Andrew Crowley, Asylum Team Leader, submitted a budget report for the Rotherham Asylum Team which was funded through its contact with the United Kingdom Borders Agency of the Home Office which would end in

July, 2011.

Agreed:- That the report be noted.

11. REVISED CLUSTER LIMITS

Further to Minute No. 3 of the previous meeting, Andrew Crowley, Asylum Team Leader, reported that the Yorkshire and Humber Regional Migration Partnership, as well as agreeing to a reduction from 1:200 to 1:300 asylum seekers per authority, had agreed to an equitable distribution of asylum seekers to ensure that all authorities had the same proportion of asylum seekers per head of local population.

Local Authority managers were formulating a proposal which recommended that the 1:300 was agreed but the issue of equitability was replaced with local flexibility to set a local limit.

It was noted that the proposal not to agree equitable distribution would be considered by the Cabinet Member for Communities and Involvement.

Agreed:- That the report be noted.

12. ANY OTHER BUSINESS

1. The Home Office was to review the Immigration and Citizenship Legislation in January, 2009. There were a number of elements to it including Probation Citizenship and support arrangements for asylum seekers.

Agreed:- (a) That a report be submitted to the next meeting.

2. A Government 3 year funded scheme was to start in October, 2008 - Development of New Services for Refugees. Rotherham had an arrangement whereby the agency with responsibility for delivering those services, Northern Refugee Centre in Sheffield, would be based in the Asylum Team and deliver the service from a Council building.

(b) That a report be submitted to the next meeting.

(c) That an article be included in the new community newsletter.

13. DATE OF FUTURE MEETINGS

Agreed:- That further meetings of the New Arrivals Working Party be held on the following dates:-

- Wednesday, 19th November, 2008, commencing at 9.00 a.m.

- Wednesday, 28th January, 2009, commencing at 9.30 a.m.