

# EXECUTIVE

**MONDAY  
3<sup>RD</sup> OCTOBER 2011  
AT 1000 HOURS**

# COMMITTEE ROOM ONE

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Minicom: 01246 242450 Fax: 01246 242423

Sherwood Lodge  
Bolsover  
Derbyshire  
S44 6NF

Date: 23<sup>rd</sup> September 2011

Dear Sir or Madam,

You are hereby summoned to attend a meeting of the Executive of the Bolsover District Council to be held in Committee Room One, Sherwood Lodge, Bolsover, on Monday 3<sup>rd</sup> October 2011 at 1000 hours.

Members are reminded that under Section 51 of the Local Government Act 2000 the Bolsover Code of Conduct was adopted by the Council on 16<sup>th</sup> May 2007. It is a Councillor's duty to familiarise him or herself with the rules of personal conduct by which Councillors must conduct themselves in public life. In addition, Members should review their personal circumstances on a regular basis with these rules in mind and bearing in mind the matters listed on the Agenda for discussion at this meeting.

Copies of the Bolsover Code of Conduct for Members will be available for inspection by any Member at the meeting.

Register of Members' Interest - Members are reminded that a Member must within 28 days of becoming aware of any changes to their interests under paragraph 14 or 15 of the Code of Conduct provide written notification to the Authority's Monitoring Officer.

Members are reminded of the provisions of Section 106 of the Local Government Finance Act 1992 and the responsibility of Members to make a declaration at this meeting if affected by the Section and not to vote on any matter before this meeting which would have an affect on the Council's budget.

You will find the contents of the agenda itemised on pages 42 and 43.

Yours faithfully,



Chief Executive Officer

To: Chairman & Members of the Executive

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Chief Executive Officer: Wes Lumley, B.Sc., F.C.C.A.

Committee:	Executive	Agenda Item No.:	6.
Date:	3 <sup>rd</sup> October 2011	Status	Open
Subject:	Community Use of Leisure Facilities at Shirebrook Academy		
Report by:	Head of Leisure		
Other Officers Involved	Facilities Planning and Development Manager		
Director	Director of Neighbourhoods		
Relevant Portfolio Holder	Councillor A. Syrett, Portfolio Holder for Social Inclusion		

## **RELEVANT CORPORATE AIMS**

**STRATEGIC ORGANISATIONAL DEVELOPMENT – Continually improving our organisation** Continue to monitor, review and improve the economy, efficiency and effectiveness of all Council Services.

**CUSTOMER FOCUSED SERVICES – Providing excellent customer focused services**

Strengthen community consultation and involvement. Design and deliver services to meet the needs of customers.

**SOCIAL INCLUSION – Promoting fairness, equality and lifelong learning**

Ensure all our services are provided in a fair and equitable manner.

### **TARGETS**

To increase access to high quality leisure and cultural facilities for the immediate and surrounding communities of Shirebrook.

### **VALUE FOR MONEY**

The proposed measures will ensure that we can facilitate increased community use of the facilities at Shirebrook Academy with no financial risk and whilst generating an income stream for our Authority.

## **THE REPORT**

As members are aware, Bolsover District Council has supported the wider 'Building Schools for the Future' (BSF) concept and plan to replace or rebuild almost all secondary schools across the country over the coming 10 – 15 years, although more recent announcements have altered the initial strategy dramatically.

Following the great deal of time & effort that initially went into the BSF programme from our organization and its apparent stall, consideration was given to how extended community use of school could be achieved. An option to manage the community use hours at Shirebrook Academy along similar lines to that at Frederick Gents has therefore been pursued.

### Recent developments

Communication has taken place between Shirebrook Academy and Bolsover District Council with regard to the community use of their school facilities. The Head of the Academy is keen to open some of the existing facilities for community use as soon as possible with a view to establishing regular community use prior to the new school facilities being built. As a result of these discussions we have drafted a Service Level Agreement (SLA) which we hope to get in place for the coming academic year to help us embed the arrangements ready for the new build school and facilities in the following year.

Although this agreement is not that much different on the ground to that of the Frederick Gents agreement, the management arrangements are very different in that we are more of a contractor who is paid for a service rather than a partner organisation in its true sense. We believe this approach serves our Authority better in the current climate as we do not carry the risks associated with lack of uptake etc. and the complex area of re-charging is not an issue.

### Key elements contained within the SLA

#### **Schedule A**

#### **School Sport & Leisure Facilities available for Community Use**

2 x Sports Hall  
Theatre/ hall space  
Activity /Dance Studio  
PE office reception room  
Tennis & Netball courts  
Outdoor football pitches  
IT classroom

NB this will change when the new school is built and opened

#### **Schedule B**

#### **Opening Hours**

Monday- 6pm until 10pm  
Tuesday- 6pm until 10pm  
Wednesday- 6pm until 10pm  
Thursday- 6pm until 10pm  
Friday- 6pm until 10pm  
Saturday- 9am until 10pm  
Sunday- 9am until 10pm

**Schedule C  
Charging Formula**

<b>Basis for Calculations</b>	
<b>Item</b>	<b>How Calculated</b>
Staffing costs	£10.77 per hour per staff member – to be reviewed annually
Operational Management, Admin & Insurance	£3.73 per hour per staff member – to be reviewed annually
<b>TOTAL</b>	£14.50 per hour per staff member - to be reviewed annually

This formula will yield a net income of between £8,579 per staff member per annum excluding holiday periods.

This could yield up to a net income of £10,425 per staff member per annum including holidays.

This rate has been arrived at to ensure that Community Use of the facilities is accessible and that price does not become a barrier for the local community.

<b>Added Value at no cost to the Facility Provider</b>	
<b>Item</b>	
<ul style="list-style-type: none"> <li>• Strategic Management provided by the BDC Leisure Services Senior Management Team</li> </ul>	
<ul style="list-style-type: none"> <li>• General marketing and promotional activity provided as part of the BDC Leisure and Cultural activities marketing plan</li> </ul>	
<ul style="list-style-type: none"> <li>• Shirebrook Academy and the Community Use Facilities will have access to &amp; support of a successful Leisure &amp; Cultural activities &amp; facilities provider with accreditation of the following:               <ul style="list-style-type: none"> <li>○ QUEST – Leisure specific quality mark</li> <li>○ Investors in People (IIP)</li> <li>○ Customer Service Excellence</li> <li>○ Adventurous Activities Licensing Authority (AALA)</li> </ul> </li> </ul>	

In addition to the leisure/sports facilities, there is also the potential to develop the community use model to incorporate other cultural activities e.g. arts and social functions.

**ISSUES/OPTIONS FOR CONSIDERATION**

Members are requested to consider the implications of these proposals, which are;

- Pro's
  - i. We would be able to influence effective community use
  - ii. We would be able to ensure;
    - Effective and equitable programming of the resource
    - Effective and equitable pricing/admissions policy
    - Effective and equitable links into the community and local networks
    - Effective and equitable day to day operation of the facility including;
      - Bookings
      - Marketing
      - Staffing
      - Health & Safety arrangements
    - Effective and equitable sports and active recreational development work
    - Provision of professional and experienced staff able to deliver a programme, ranging from health advice and adult education to art classes and sporting activities, whilst at the same time ensuring that appropriate safeguarding and health and safety responsibilities are adequately managed.
  - iii. We would not be in competition with the facilities
  - iv. There is an opportunity to generate income for the Authority
  - v. No risk will be borne by us with regard to utilization or income levels
  
- Con's
  - i. Time effort and resources will have to be put into this by BDC

## **IMPLICATIONS**

**Financial:** The proposal presents no financial risk to our organisation as we will effectively be hired to deliver a service for the Academy. The arrangement will generate some income for our organisation as detailed earlier with no consequence to our organisation as a result of poor utilisation and/or low income levels generated.

**Legal:** The agreement has been drafted with support from our legal team

**Human Resources:** This arrangement will initially be implemented by using our existing bank of staff from Kissingate Leisure Centre. However this arrangement is likely to require part time staff contracts eventually.

## **RECOMMENDATION**

**Executive approve the proposed arrangement for Bolsover District Council Leisure Services to operate the community use of Shirebrook Academy leisure and cultural facilities.**

**REASON FOR DECISION TO BE GIVEN IN ACCORDANCE WITH THE CONSTITUTION**

To improve the quantity and quality of leisure and cultural facility provision for the immediate and surrounding communities of the Shirebrook Academy in a cost effective way for the Authority.

ATTACHMENTS: None

FILE REFERENCE: None

SOURCE DOCUMENT: Background papers held by the Head of Leisure.

Service Level Agreement

Bolsover District Council Leisure Services & Shirebrook Academy

April 2011



Working in Partnership

**Bolsover District Council &**  
**SHIREBROOK**  
**ACADEMY**



**SERVICE LEVEL AGREEMENT BETWEEN  
BOLSOVER DISTRICT COUNCIL &  
SHIREBROOK ACADEMY**

**1.0 Facility Provider**

**Shirebrook Academy**

Registered Address - Common Lane, Shirebrook, Mansfield  
NG20 8QF  
Telephone - 01623 742722

**2.0 Commissioning Body**

**Shirebrook Academy**

Registered Address - Common Lane, Shirebrook, Mansfield  
NG20 8QF  
Telephone - 01623 742722

**3.0 Service Provider**

**Bolsover District Council**

Registered Address - Sherwood Lodge, Bolsover,  
Derbyshire, S44 6NF  
Telephone - 01246 242424

**4.0 Definitions**

For the purpose of this agreement the following words and phrases shall have the following meanings:

“**Facility Provider**” shall mean Shirebrook Academy

“**Service Provider**” shall mean Bolsover District Council

“**Community Use**” shall mean agreed periods when school sport & leisure facilities & ancillary areas are made available for public use by the Facility Provider.

“**School Use**” shall mean those periods when the school sport & leisure facilities & ancillary areas are for the exclusive use of the school.

“**Facility**” shall mean those school sport & leisure facilities and ancillary areas shown at Schedule ‘A’ herein that are to be made available by the Facility Provider for Community Use & for the avoidance of doubt are shown as red on the Facility Site Plan at Schedule G Herein.

“**Opening Hours**” shall mean the hours that the Facility is available for Community Use.

“**Financial Year**” shall mean 1<sup>st</sup> Sept to 31<sup>st</sup> August.

“**Activity Report**” shall mean a written statement detailing key achievements, outputs and conformance to the service specification.

“**Satisfactory**” shall mean formally approved by the Academy

“**Meeting**” shall mean a formal meeting held between the Facility Provider & Service Provider.

“**Accounts**” shall mean a written statement detailing all expenditure & income associated with the management & operation of Community Use that has been prepared in accordance with recognised local government accounting principles.

“**Service Specification**” shall detail all agreed levels of service between the Service Provider & Facility Provider & shall remain in force for the duration of this agreement.

“**Annual Review**” shall mean a formal meeting between the Facility Provider & the Service Provider held in April each year.

“**Staff**” shall mean all full-time, part-time & casual staff plus all freelance & temporary staff, consultants, coaches & volunteers employed or acting on behalf of the Service Provider in the management & operation of Community Use.

“**management and operating charges**” shall mean all agreed operating costs incurred by the Service Provider as a result of Community Use of the Facility that are recharged to the Academy.

“**Nominated Representative**” shall mean a named bona fide representative from each party to act as a single point of contact through which all formal correspondence & communication relating to the agreement should be channeled.

“**Plan**” means the facility site plan shown at Schedule ‘G’ herein.

“**Commencement Date**” shall mean ????????

“**Capital Equipment**” shall mean all those major items of sports, leisure & cultural activity equipment purchased by or made available by the Facility Provider for Community Use.

“**School Year**” shall mean 1<sup>st</sup> September to 31<sup>st</sup> August.

“**Income**” shall mean all grants, contributions, donations, fees & charges payments received by the Service Provider or Facility Provider arising from the Community Use of the Facility.

“**Acts of Law**” shall mean all legislation (including Common Law), regulations and codes of practice relevant to the safe & effective execution of this agreement which are in force at the commencement date or that may come into force at any time during the term of this agreement.

“**Banked**” shall mean securely deposited with the Facility Provider.

“**Cleaned Daily**” shall mean Monday to Friday during the school year excluding school holidays.

## 5.0 Headings

5.1 The headings and numbering in this agreement are for convenience only & shall not affect its interpretation.

## **6.0 Duration and Termination**

- 6.1 This agreement commences ???????? & shall remain in force until such time that it is revoked by either party upon giving to the other 3 months notice in writing.

## **7.0 Terms & Conditions Applying to the Agreement**

- 7.1 The Facility Provider shall appoint the Service Provider to be its agent for the management & operation of Community Use at the Facility.
- 7.2 The Facility Provider agrees to make its facility available to facilitate Community Use in accordance with the Opening Hours shown at Schedule 'B' herein.
- 7.3 The Facility Provider authorises the Service Provider to act for it in its name & on its behalf to perform any act or do anything referred to in this agreement.
- 7.4 Both the Facility Provider & Service Provider agrees not to appoint any other agent that may otherwise derogate from this agreement.
- 7.5 The Service Provider agrees not to re-assign this agreement to a third party without the written approval of the Facility Provider.
- 7.6 The Service Provider shall ensure that proper financial systems and records are in place & that accounts are made available to the Facility Provider on request.
- 7.7 The Service Provider shall invoice the Facility Provider for all management & operational costs relating to the Community Use of the Facility.
- 7.8 All income generated through the trading activities of the Service Provider in relation to this agreement shall be stored securely on site in an insurance approved safe. This will be physically transferred weekly by the Service Provider to the Facility Provider on a nominated day for the Facility Provider to bank through their financial management system.
- 7.9 If the Facility Provider or Service Provider is in dispute or considers that any other party is in breach of the terms and conditions of this agreement then the matter will be dealt with under the procedure outlined in section 11 of this agreement.
- 7.10 The Service Provider shall employ, train, pay & supervise staff as is necessary to undertake the effective management &

operation of the pre agreed Community Use facilities and programme of activities.

- 7.11 The Service Provider, as an employer, must comply with all recognised employment law and codes of practice paying particular regard to promoting equal opportunities practice in all areas.
- 7.12 The Facility Provider & Service Provider must abide by a code of confidentiality in terms of issues raised during or resulting from this agreement. Issues are to remain within the confines of meetings, should this code be broken, the matter will be considered a breach of this agreement & dealt with under section 11 of this agreement.
- 7.13 Whilst honesty & integrity are not in question, Officers and Members of the Facility Provider & Service Provider must declare any personal conflicts of interest which may relate to any decisions made in relation to this agreement prior to any such decisions being made. Representatives declaring personal interests will not take part in any of the discussions or decisions reached.
- 7.14 The Service Provider must produce and present all information as required by the Facility Provider that is necessary to comply with their legal, monitoring & reporting requirements.
- 7.15 The Service Provider must ensure that no person involved in or affected by this agreement is treated unfairly & be committed to eliminating all forms of discrimination & to promoting equality of opportunity & good relations between persons of different racial & social groups.
- 7.16 The Service Provider shall indemnify & keep indemnified the Facility Provider against all legal liability arising from the Community Use of the Facility including injury to, or the death of any person & loss of, or damage to, any property including property belonging to the Facility Provider or any interruption to business, except and to the extent that it may arise out of any act, default or negligence of the Facility Provider, its employees or agents (other than the Service Provider).
- 7.17 Neither the Facility Provider nor Service Provider must do or suffer to be done or permit anything which may render any policy of insurance for the Community Use of the Facility void.
- 7.18 The Service Provider has a duty of care to the health, safety & welfare of customers, staff and the general public during the Opening Hours & therefore must operate safe systems of work in accordance with all Acts of Law.

- 7.19 All staff employed by the Service Provider that are involved either directly or indirectly in the management & operation of Community Use that come into regular contact with children or vulnerable adults must have a Criminal Records Bureau (CRB) check undertaken to an appropriate level of disclosure.
- 7.20 The Service Provider must have a robust & up to date child and vulnerable adult protection policy in place for the duration of this agreement.
- 7.21 The Service Provider shall only use the Facility for sport & leisure & cultural purposes & for purposes ancillary thereto & not allow it to be used for any other purpose.
- 7.22 The Service Provider will not use the Facility or any part thereof, nor allow anyone else to do so, for any activity or purpose which is dangerous, offensive, noxious, noisome, illegal or immoral or which may become a nuisance or annoyance to the Facility Provider or to the owner or occupier of any neighbouring property.
- 7.23 Throughout the duration of this agreement the Facility Provider & Service Provider requires prominent ongoing acknowledgement on official stationery & all promotional material of the Service Provider incorporating the logos of the Facility Provider & Service Provider where space allows.
- 7.24 All publicity and public relations activity undertaken by the Service Provider must clearly acknowledge & make reference to the Facility Provider.
- 7.25 Upon giving the Service Provider's Nominated Representative a minimum of 10 days written notice the Facility Provider may, at its discretion, have free access to the Facility or any part thereof, during the Opening Hours. Wherever possible this will avoid any pre-paid or block booked activities, however where this is not possible an alternative or full refund will be issued to the customer.
- 7.26 The Facility Provider may close the Facility in an emergency at any time & without notice, although every effort should be made to notify the Service Provider at the earliest possible opportunity.
- 7.27 The Facility Provider shall be responsible for the effective operation, inspection, checking, testing, maintenance, servicing, repair, re-instatement & replacement of all buildings, plant, equipment, fixtures, fittings, finishes, apparatus, appliances & grounds, together with the installations for the supply of water, gas & electricity at all times during the term of this agreement as

is necessary for the safe, effective & proper performance of Community Use.

- 7.28 The Service Provider reserves the right to refuse entry to or remove (but not unreasonably or vexatiously) any individual or group of people who is/are using or visiting the Facility during Opening Hours and is/are considered by staff to be deliberately disruptive, aggressive & abusive or a danger to themselves or others.

## **8.0 Nominated Representatives**

- 8.1 The Academy Principal is the Facility Provider's nominated representative.
- 8.2 The Head of Leisure is the Service Provider's nominated representative.
- 8.3 Substitutions at meetings will be allowed providing that the substitute is a bona fide representative of the body nominating that substitute.

## **9.0 Service Specification**

- 9.1 The Service Provider agrees to work in accordance with the Service Specification shown at Schedule 'D' herein.

## **10.0 Monitoring and Review Arrangements**

- 10.1 The work of the Service Provider is to be monitored by the Facility Provider who must have access to all information held by the Service Provider that is considered necessary to measure effectiveness and compliance.
- 10.2 The Service Provider is required to submit a satisfactory activity report. The Service Provider will be required to present the Activity Report to the Facility Provider in April each year and be available to take questions.
- 10.3 The Facility Provider & Service Provider will meet quarterly to discuss progress made against the Annual Programme Plan & any other related business that may arise. One of these meetings shall be nominated to undertake an Annual Review each year to determine whether this agreement should be adjusted using the 'Annual Review Form' shown at Schedule 'E' herein.
- 10.4 Any changes to this agreement should be documented on the 'Agreement Revision Form' shown at Schedule 'F' herein & signed by all parties.

## **11.0 Resolution of Disputes**

- 11.1 If any party considers that there has been a breach of this agreement or a dispute arises either directly or indirectly from this agreement then the affected party should in the first instance write to the other parties nominated representative setting out the details of the breach or area of dispute, stipulating the action they think is required to remedy it. A time period must be agreed between the parties within which the remedial actions required will be completed and this must not exceed 3 months.
- 11.2 Any outstanding breaches or unresolved disputes shall then be formally discussed by the nominated representatives of the Facility Provider & Service Provider.

## **12.0 Schedules**

Schedule A - School Sport & Leisure Facilities available for Community Use  
Schedule B - Opening Hours  
Schedule C – Service Providers operating charges to the partnership  
Schedule D - Service Specification  
Schedule E - Annual Review Form  
Schedule F - Agreement Revision Form  
Schedule G - Facility Site Plan  
Schedule H - Defects, Breakdowns, Failures, Faults and Damage Notification Form

### 13.0 Declaration

I hereby declare that I have read & understand this service level agreement & that I have the proper authority to enter into this agreement & that I agree to fully comply with the terms & conditions contained herein.

Signed by: \_\_\_\_\_

Print Name: Julie Bloor

Position in Organisation: Principle

On behalf of: Facility Provider

Signed by: \_\_\_\_\_

Print Name: Lee Hickin

Position in Organisation: Head of Leisure

On behalf of: Service Provider



## **Schedule A**

### **School Sport & Leisure Facilities available for Community Use**

2 x Sports Hall  
Theatre/ hall space  
Activity /Dance Studio  
PE office reception room  
Tennis & Netball courts  
Outdoor football pitches  
IT classroom

## **Schedule B Opening Hours**

Monday- 6pm until 10pm  
Tuesday- 6pm until 10pm  
Wednesday- 6pm until 10pm  
Thursday- 6pm until 10pm  
Friday- 6pm until 10pm  
Saturday- 9am until 10pm  
Sunday- 9am until 10pm

## Schedule C Charging Formula

<b>Basis for Calculations</b>	
<b>Item</b>	<b>How Calculated</b>
Staffing costs	£10.77 per hour per staff member – to be reviewed annually
Operational Management, Admin & Insurance	£3.73 per hour per staff member – to be reviewed annually
<b>TOTAL</b>	£14.50 per hour per staff member - to be reviewed annually

<b>Added Value at no cost to the Facility Provider</b>	
<b>Item</b>	
<ul style="list-style-type: none"> <li>• Strategic Management provided by the BDC Leisure Services Senior Management Team</li> </ul>	
<ul style="list-style-type: none"> <li>• General marketing and promotional activity provided as part of the BDC Leisure and Cultural activities marketing plan</li> </ul>	
<ul style="list-style-type: none"> <li>• Shirebrook Academy and the Community Use Facilities will have access to &amp; support of a successful Leisure &amp; Cultural activities &amp; facilities provider with accreditation of the following:               <ul style="list-style-type: none"> <li>○ QUEST – Leisure specific quality mark</li> <li>○ Investors in People (IIP)</li> <li>○ Customer Service Excellence</li> <li>○ Adventurous Activities Licensing Authority (AALA)</li> </ul> </li> </ul>	

### Frequency and method of payment

Retrospective quarterly invoice from the Service Provider to the Facility Provider based on the agreed elements above.

## **Schedule D**

### **Service Specification**

#### 1.0 Security

- 1.1 The Service Provider shall be responsible for the security of the Community Use Facilities during Opening Hours and ensure that any security measures, where applicable, are properly activated and deactivated when opening and locking the Community Use Facilities. The Facility Provider shall be responsible for the security of the wider academy site at all times.
- 1.2 The Service Provider shall also ensure that all windows, doors and other means of access are properly secured and that lights and other electrical appliances are switched off, as appropriate, and that no person or persons are left in the Community Use Facilities when they are locked.
- 1.3 The Service Provider shall be responsible for the safekeeping of any keys issued by the Facility Provider and shall ensure that keys are only given to named staff that are designated as official key holders. The Service Provider shall ensure that the Facility Provider's named representative is notified immediately of the loss of any keys.

#### 2.0 Cash Handling and Banking Arrangements

- 2.1 The Service Provider shall exercise sound financial control procedures at all times.
- 2.2 The Service Provider shall be responsible for the collection & daily reconciliation of all income received via fees and charges.
- 2.3 The Facility Provider shall provide a point of sale cash receipting system through which all income received will be processed.
- 2.4 All income received shall be properly reconciled on a daily basis by the Service Provider.
- 2.5 All income received will be securely stored by the Service Provider in a locked 'insurance approved' safe provided by the Facility Provider & located in the Community Use Facility's reception/office area until such time as it has been properly banked by the Facility Provider.

- 2.6 All income generated through the trading activities of the Service Provider in relation to this agreement shall be physically transferred weekly by the Facility Provider on a nominated day to bank through the Facility Providers financial management system.
- 3.0 Stocks, Supplies and Stores
- 3.1 The Service Provider shall ensure that all stocks, supplies and stores held in relation to Community Use and provided by the Facility Provider are properly stored, issued and accounted for.
- 4.0 Bookings
- 4.1 The Service Provider is responsible for the taking of all Community Use bookings during Opening Hours.
- 5.0 Programming
- 5.1 The Facility Provider & Service Provider are jointly responsible for the programming of the Facility during Opening Hours, however determination of the programming split shall ultimately be in the control of the Facility Provider.
- 6.0 Complaints
- 6.1 The Service Provider will be responsible for dealing promptly, courteously and efficiently with all complaints received in relation to Community Use. Where complaints are made relating to responsibilities under the direct control of the Facility Provider then the Facility Provider agrees to provide a prompt, courteous and efficient response to the Service Provider.
- 7.0 Notice Board
- 7.1 The Facility Provider will make available facility notice boards to the Service Provider for Community Use purposes.
- 8.0 Lockers
- 8.1 The Facility Provider will make available its changing room locker facilities to the Service Provider for Community Use where available/applicable.
- 9.0 First Aid
- 9.1 The Facility Provider shall be responsible for ensuring that adequate first aid supplies are made available and sufficient

stocks maintained in accordance with Acts of Law at all times during Opening Hours.

- 9.2 The Service Provider must ensure that at least one qualified first aider is on duty during Opening Hours.

#### 10.0 Lost Property

- 10.1 The Service Provider shall maintain a system for recording, storing and disposal of lost property found during Opening Hours.

#### 11.0 Cleaning

- 11.1 The Facility Provider shall be responsible for the cleaning of the facility and must implement an agreed schedule of cleaning tasks and duties as necessary to ensure that the Facility maintains high standards of hygiene and remains free from litter, waste, dirt, dust and other detritus.

- 11.2 The following areas shall be cleaned daily after School Use (for the avoidance of doubt this also includes any extra curricular activities undertaken by the Facility Provider) but before Community Use:

2 x Sports Hall  
Theatre/ hall space  
Activity /Dance Studio  
PE office reception room  
Changing Rooms & Toilets  
IT room  
Corridors

- 11.3 The Facility Provider shall allow the Service Provider access to a cleaning cupboard with sink, cleaning equipment and materials as is necessary to undertake supplementary cleaning as may be required during Opening Hours. The Service Provider shall ensure that all areas used for Community Use shall be left clean and tidy ready for Academy use the following day/session.

#### 12.0 Defects, Breakdowns, Failures, Faults and Damage

- 12.1 The Service Provider will immediately notify the Facility Provider about any defect, breakdown, failure, fault or damage to the Facility using the agreed priority ratings as follows:

## 12.2 Priority 1

Requires an immediate response by the Facility Provider (actioned within 24 hours) on the grounds that the defect, breakdown, failure, fault or damage reported either compromises security e.g. broken window or a fault with the intruder alarm; or presents a health & safety risk e.g. a trip hazard or a light not working in a critical area; or something that adversely affects or prevents the Service Provider from operating effectively during Opening Hours e.g. boiler or showers not working.

## Priority 2

Requires an intermediate response by the Facility Provider (actioned within 5 working days) on the grounds that the defect, breakdown, failure, fault or damage reported significantly affects the Service Provider's ability to maintain high standards of service by impacting negatively on the user's enjoyment, experience or perception of the Facility e.g. locker door missing or toilet seat damaged.

## Priority 3

Requires a standard response by the Facility Provider (actioned within 14 to 21 working days) on the grounds that the reported defect, breakdown, failure, fault or damage represents a minor cosmetic or routine repair e.g. broken ceiling tile or a dripping tap.

12.2 The Service Provider will notify the Facility Provider using the 'Defects, Breakdowns, Failures, Faults and Damage Notification Form' contained at Schedule H herein.

12.3 The Service Provider will ensure that any defect, breakdown, failure, fault or damage to the Facility which occurs during Opening Hours is made safe or isolated immediately where necessary to ensure the health, safety and welfare of customers, staff and members of the general public.

## 13.0 Post

13.1 The Facility Provider will arrange for any post addressed to the Service Provider or any of its staff to be forwarded in a timely manner to an agreed point for collection by the Service Provider.

## 14.0 Capital Equipment

14.1 The Facility Provider will supply and replenish items of Capital Equipment during Community Use as would be required by the programme.

## 15.0 Hire Equipment and Consumables

- 15.1 The Facility Provider shall supply sufficient stocks of hire equipment & other consumables as is necessary to facilitate proper participation in all sports & leisure activities offered as part of Community Use.

## 16.0 Storage

- 16.1 The Service Provider shall ensure that all stocks, supplies and stores held in relation to Community Use and provided by the Facility Provider are properly stored, issued and accounted for.

## 17.0 Staff

- 17.1 The Service Provider shall ensure that all Staff deliver & maintain a high standard of personal hygiene, appearance, courtesy & conduct at all times whilst on duty at the Facility.
- 17.2 The Service Provider shall ensure that all Staff displays an official identity card/badge providing their name, job title, photo, job location & card expiry date at all times whilst on duty at the Facility.
- 17.3 The Service Provider shall ensure that all staff wears an official uniform & any associated personal kit at all times whilst on duty at the Facility.
- 17.4 The Service Provider shall ensure that all Staff are issued with any personal protective clothing as is necessary to ensure their health, safety, welfare & comfort.

## 18.0 Marketing and Promotion

- 18.1 The Facility Provider & Service Provider shall be responsible for the marketing & promotion of the Facility for Community Use.
- 18.2 Any specific costs associated to marketing activity for the Community Use facilities such as printing, flyers, banners etc. shall be met by the Facility Provider. This may however be achieved via the Service Provider at a lower than usual rate due to economies of scale and special rates previously negotiated by the Service Provider for which an agreed cost will be charged to the Partnership.
- 18.3 General marketing and promotional activity shall be provided as part of the BDC Leisure and Cultural activities marketing plan at



no cost to the Facility Provider. This may include but is not limited to inclusion in brochures, advertisements, leaflets, editorials, mail outs etc.

- 18.4 The Service Provider & Facility Provider shall ensure that all marketing & promotional material used is accurate, of good quality & whose content & style does not adversely affect the image & reputation of either party.

#### 19.0 Licences

- 19.1 The Facility Provider shall be responsible for obtaining, maintaining & renewing all licences required in respect of the Facility, especially but not exclusively a Premises Licence & Phonographic Performing Licence.
- 19.2 The Service Provider must not do or suffer to be done or permit anything which may render any licence held in respect of the Facility void or voidable.

#### 20.0 Waste Disposal

- 20.1 The Facility Provider shall allow the Service Provider free use of its trade waste facilities.

#### 21.0 Health & Safety

- 21.1 The Service Provider will maintain an effective accident & incident reporting system at the Facility during the Opening Hours as is necessary to properly comply with Acts of Law.
- 21.2 The Facility Provider shall be responsible for the effective operation, inspection, checking, testing, maintenance, servicing, repair, re-instatement & replacement of all fire prevention, evacuation and control systems and measures (including fire alarms & emergency lighting) at the Facility during the Opening Hours as is necessary to comply with Acts of Law.
- 21.3 The Facility Provider shall be responsible, in consultation with the Service Provider, for designing, developing and maintaining an effective fire evacuation procedure for the Facility. The fire evacuation procedure shall be formally approved by the Local Fire Authority.
- 21.4 The Service Provider shall be responsible for implementing the fire evacuation procedure during the Community Use Opening Hours and for reporting such incidents promptly to the Facility Provider.

- 21.4 The Service Provider shall ensure that Staff are fully conversant with all health & safety procedures and systems in operation at the Facility.
- 21.5 The Service Provider shall be responsible for designing, developing and maintaining procedures for dealing with instances of violence, assault & indecent exposure at the Facility during the Community Use Opening Hours.
- 21.6 The Facility Provider shall be responsible for designing, developing, maintaining & implementing procedures that effectively control's the risk of legionella in the Facility's water supply.

**Schedule E  
Annual Review Form**

**Service Level Agreement between Bolsover District Council &  
Shirebrook Academy**

**ANNUAL REVIEW FORM  
(to be completed before end of April each year)**

**Section 1 - Review Details**

Name of Service Provider ....Bolsover District  
Council.....

Date of Review  
.....

Period being Reviewed  
.....

**Section 2 – Representatives Present at Annual Review**

<b>Service Provider</b>	<b>Bolsover District Council</b>
<b>Name</b>	<b>Position</b>
<b>Facility Provider</b>	<b>Shirebrook Academy</b>
<b>Name</b>	<b>Position</b>

### Section 3 – Information Required

A written statement about the status of each agreed programme of work shown in the Annual Programme Plan clearly demonstrating actual outputs achieved against agreed targets, with reasons for any variances.

- A summary of main achievements and successes during the year.
- Details of new or emerging areas of work or funding opportunities.
- Details of significant problems encountered during the year.
- Copy of the draft annual programme plan for the forthcoming financial year.
- Details of all other funding secured by the Service Provider since the last annual review.
- Income analysis to compare with partnership accounts

### Section 4 – Documentation

Has the Service Provider submitted all the relevant information shown in Section 3 herein? Y      N  
     

If no, please supply reason and indicate whether any further action needs to be taken.

### Section 5 – Service Delivery

Has the organisation achieved all the agreed targets in the Annual Programme Plan? Y      N  
     

If no, please give reason

### Section 6 – Terms and Conditions of Funding

Has the Service Provider adhered to the Terms and Conditions of this agreement? Y      N  
     

If no, please give reason

**Section 7 – Annual Improvement Plan**

The following issues/areas of work have been identified as requiring improvement:

Issue/Area of Work whom	Action Required	by when	by
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**Section 8 – Any other Comments**

**Section 9 – Review Outcome and Recommendations**

- No changes proposed to the agreement
- Minor revisions to the agreement are needed (please complete the Annual Revision Form at Schedule 3 herein)
- Terminate agreement subject to 12 months notice period
- Other (please specify below) \_\_\_\_\_

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On completion of the Annual Review the Facility Provider and Service Provider must sign and amend as necessary the following declarations:

**Service Provider: Bolsover District Council**

I agree/disagree with the comments/recommendations contained on this Annual Review Form.

Print Name: .....

Position in Organisation: .....

Signed: ..... Date: .....

**Facility Provider: Shirebrook Academy**

I agree/disagree with the comments/recommendations contained on this Annual Review Form.

Print Name: .....

Position in Organisation: .....

Signed: ..... Date: .....

If either party is unable to agree the outcome and recommendations then objections should be submitted in writing and attached to the Annual Review Form.

**Schedule F  
Agreement Revision Form**

**Service Level Agreement between Bolsover District Council & Shirebrook Academy**

**Minor Changes:**

This form should be completed if through the annual review process it has been identified that the agreement needs minor revision for the following year, (e.g. one or more of the agreed outputs negotiated may need to be amended for the following year).

1. Date of Review:  
.....

2. Representatives Present

<b>Service Provider</b>	<b>Bolsover District Council</b>
<b>Name</b>	<b>Position</b>
<b>Facility Provider</b>	<b>Shirebrook Academy</b>
<b>Name</b>	<b>Position</b>

3. Minor amendments agreed (please give details of minor amendments to the Service Level Agreement)

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.....

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4. Authorisation

Signed on behalf of Service Provider:

Signed:

.....

Print Name:

.....

Position in Organisation:

.....

Date:

.....

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Signed on behalf of Facility Provider:

Signed:

.....

Print Name:

.....

Position in Organisation:

.....

Date:

.....

.

5. This completed document should be attached as a variation to the signed Service Level Agreement document.

**Schedule G**  
**Plan of community use Facilities**

**To be included**



**Schedule H  
Defects, Breakdowns, Failures, Faults and Damage  
Notification Form**

<b>Issue Number</b>	
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Date Reported	Nature & Location of Defect, Failure, Fault or Damage	Priority Rating	Reported By	Reported To

**Priority 1**

Requires an immediate response by the Facility Provider (actioned within 24 hours) on the grounds that the defect, breakdown, failure, fault or damage reported either compromises security e.g. broken window or fault with the intruder alarm, presents a health & safety risk e.g. creates a trip hazard or a light not working in a critical area or adversely affects or prevents the Service Provider from operating during Opening Hours e.g. boiler defect or showers not working.

**Priority 2**

Requires an intermediate response by the Facility Provider (actioned within 5 working days) on the grounds that the defect, breakdown, failure, fault or damage reported significantly affects the Service Provider's ability to maintain high standards of service by impacting negatively on the user's enjoyment, experience or perception of the Facility e.g. locker door missing or toilet seat damaged.

**Priority 3**

Requires a standard response by the Facility Provider (actioned within 14 to 21 working days) on the grounds that the defect, breakdown, failure, fault or damage reported represents a minor cosmetic or routine repair e.g. broken ceiling tile or a dripping tap.

Committee:	Executive	Agenda Item No.:	7.
Date:	3 <sup>rd</sup> October 2011	Status	Open
Category	1. Key decision included in Forward Plan		
Subject:	Alternate Week Collection procedures		
Report by:	Head of Community & Street Services Manager		
Other Officers Involved	Street Services Manager Waste Services Manager		
Director	Director of Neighbourhoods		
Relevant Portfolio Holder	Councillor D. Kelly, Portfolio Holder for Environment and Climate Change Champion		

### **RELEVANT CORPORATE AIMS**

**ENVIRONMENT** – Promoting and enhancing a clean and sustainable environment  
This service has a direct impact on the sustainable environment by collecting less waste which will go to landfill and more waste which will be recycled. Fewer vehicle movements will also contribute to the Council’s reduced CO<sub>2</sub> emissions.

**STRATEGIC ORGANISATIONAL DEVELOPMENT** – Continually improving our organisation.

The provision of an integrated residual and green waste collection service will remove the requirement to use temporary staff and hire vehicles on green waste collections. This removes the additional staffing, vehicle hire and fuel costs associated with a separate collection service. It will generate savings on the Waste Services budget and assist the Council in meeting its savings targets whilst also generating more efficient methods of working.

### **TARGETS**

None directly, as there is not a current Corporate Plan. However, the Council aims to meet statutory performance targets for waste recycling as required by the European Landfill Directive; that is to recycle 40% of household waste by 2010, 45% by 2015 and 50% by 2020.

### **VALUE FOR MONEY**

The reduction in the use of temporary staff, hire vehicles and fuel use will result in savings for the Council and more efficient methods of working.

## THE REPORT

### Background

At a Council meeting on the 20 July 2011 members voted to introduce an Alternate Weekly Refuse Collection Scheme (AWC), to begin on 1 November 2011. (Minute No 220 refers).

A move to AWC represents a significant change to residents and it is crucial to the success and long term future of AWC that the procedures and rules surrounding the scheme are clear and fully supported by members.

In order for residents to receive the correct guidance and information it is necessary to identify how the service will operate.

Following advice from best performing Local Authorities and the Waste Resources Action Programme (WRAP), Officers recommend that the following service procedures are adopted.

### Scope

The AWC service will apply to all domestic household properties throughout Bolsover District. Each property will receive a garden waste (green bin) and recycling (burgundy bin) collection one week and a residual waste (black bin) collection the following week. Commercial and trade properties will not be included and will continue to receive weekly collections.

### Routes

It is proposed that the current zoning system is retained. It is also proposed that both green and residual waste will be collected each week (i.e. half the District receiving a residual collection and the other half a green waste collection). This system has a number of advantages:

- A steady stream of material will be sent to the reprocessing facility each week.
- Vehicles collecting both types of material will be available in the area each week to collect missed bins.
- The weekly commercial waste collections can be accommodated

To fairly distribute the workload between the refuse crews, each one will collect one load of residual waste and one load of green waste per day. Residents will have the same day of collection (albeit on different weeks) for all services.

To accommodate this it may be necessary for a number of properties to change collection days. Residents will be notified where this is necessary in the service information provided.

### Additional Waste Capacity

Presently those properties where 6 or more residents permanently reside are issued with additional bin capacity to accommodate their waste. It is proposed that this policy remains unchanged. However, AWC collections may lead to those residents becoming the victims of 'bin envy'. A clear policy from the Council will help residents understand why some houses are allocated larger sized/additional bins. Additionally, residents with young children in nappies may require additional assistance. The following criterion for receiving additional capacity is suggested:

<b>Criteria</b>	<b>Entitlement</b>
Properties with 6/7 permanent residents.	1 x 360L Black Residual Bin
Properties with 8-10 permanent residents	2 x 360L Black Residual Bin
Properties with 10+ residents	Individual assessment
Properties containing 5 permanent residents including a child in nappies	1 x 240L Black Residual Bin plus yellow sack collection
Properties containing 4 permanent residents with more than one child in nappies.	1 x 240L Black Residual Bin plus yellow sack collection

The above criteria does not apply to multiple occupancy premises such as residential homes or communal properties such as flats which already have different arrangements for refuse collection. This may include the use of large trade and burgundy bins for containment.

### Closed Lids & No Side Waste

A closed lid/no side waste policy means that crews will only collect bins with a closed lid and will not collect any material left alongside the bin. This has a number of aims:

- Restricting side waste encourages waste minimisation and recycling.
- It helps reduce overall waste volumes and encourages greater recycling participation.
- It increases crew efficiency and reduces occupational health & safety risks including needle stick/sharps and lifting injuries.
- It provides baseline weight data and assists with resource allocation.
- It reduces litter.

For the above reasons it is recommended that a closed lid/no side waste policy is adopted.

For definition purposes a closed lid will be one which has a gap of less than 3 inches from the bottom of the lid to the top of the bin.

### Enforcement

It is vital that the material presented in either the green or burgundy bin is not contaminated with other waste. Contaminated loads carry the risk of rejection

at the processing site. This could result in either the Waste Disposal Authority and or our recycling contractor seeking financial recompense for the transfer of the contaminated waste to landfill and the subsequent landfill charges incurred. It would also adversely affect both Bolsover District Council and Derbyshire County Council recycling and composting performances.

The change to AWC will be significant for householders. It is anticipated that during the first few weeks of implementation, residents may inadvertently place the wrong material into their bins. A robust monitoring scheme will be administered with officers inspecting bins to identify where contamination occurs. It is intended that where this is discovered, the bin is not emptied and the resident is informed which materials are responsible for the bin not being collected.

However, a minority of residents may be unwilling to cooperate with the new collection arrangements and it is essential that a clear approach is agreed on the appropriate enforcement action for repeat offenders. It is suggested that the following is adopted:

- Where contamination is present, the resident will be informed of this, advised of the appropriate disposal outlet and asked to remove the contamination. They will be offered the option of de-contaminating the bin and having it emptied at the property's next scheduled collection day for that material. Alternatively they may elect to pay for a bulky waste collection beforehand (it is intended to add a category of one off bin lift to the bulky schedule of charges at cost of £10).
- Should contamination occur again at the same property, the procedure will be repeated with the addition of an invitation to the resident to contact the Council if they are experiencing particular difficulties in complying with the scheme and/or require further advice or clarification. The resident will also be warned that any future contamination will result in the removal of the bin.
- Where contamination is present a third time the resident will be informed that the bin will be removed and no further collections will be made.

It is intended that identifying where contamination is present will be undertaken by the refuse crews after the initial bedding in of the scheme. It will be important to support those crews who have rejected side waste or contaminated bins. If they are regularly sent back to collect rejected bins they may be inclined not to reject it in the first place.

#### Exceptional Circumstances/Inclement Weather.

There have been occasions during the previous two years where refuse collections have been suspended due to severe weather conditions. When operating an AWC service, consideration should be given to the appropriate action if a scheduled collection cannot take place, as residents could

potentially be left with a month between residual waste collections. It is proposed that should this occur, those affected residents will receive a residual waste collection in lieu of the green waste and the details will be available on the internet and on telephone messages.

### **IMPLICATIONS**

Financial: Small income could be derived from the additional bulky item.

Legal: None

Human Resources: None

### **RECOMMENDATIONS**

- 1. The collection rules identified in the report are implemented in conjunction with the move to Alternate Week Collections commencing 1 November 2011.**
- 2. The Patch Management Group develops a comprehensive Waste Collection Policy to cover all waste collection activities undertaken by the Council.**
- 3. Amend the Bulky Waste charges to include a one off bin empty at £10.**

## EXECUTIVE AGENDA

Monday 3<sup>rd</sup> October 2011 at 1000 hours  
Committee Room One

Item No.		Page No.(s)
	<b>PART 1 – OPEN ITEMS</b>	
1.	To receive apologies for absence, if any.	
2.	To note any urgent items of business which the Chairman has consented to being considered under the provisions of Section 100(B) 4 (b) of the Local Government Act 1972.	
3.	Members should declare the existence and nature of any personal and prejudicial interests in respect of:  a) any business on the agenda b) any urgent additional items to be considered c) any matters arising out of those items  and if appropriate, withdraw from the meeting at the relevant time.	
4.	To approve the Minutes of a meeting of the Executive held on 8 <sup>th</sup> August 2011.	Previously circulated – <b>minutes will no longer be included on the agenda</b>
5.	The record of decision notices from the meeting of the Joint Board held on 13 <sup>th</sup> September 2011 have now been circulated to all Members. Members may raise any questions on these decision notices.	Previously circulated
6.	Community Use of Leisure Facilities at Shirebrook Academy. <b>Recommendation on Page 6</b>	3 to 33
7.*	Alternate Week Collection Procedures. <b>Recommendation on Page 38</b>	34 to 38

**PART 2 – EXEMPT ITEMS**

*The Local Government (Access to Information) Act 1985, Local Government Act 1972, Part 1, Schedule 12a.*

Exempt – Paragraph 4

- |     |   |           |
|-----|---|-----------|
| 8.  | Payments Strategy.  | To follow |
| 9.* | <u>Exempt – Paragraph 3</u><br>Shirebrook Enterprise Centre.<br><b><i>Recommendation on Page 41</i></b> | 39 to 41  |

**\*Denotes Key Decision on Forward Plan**



## **EXECUTIVE**

Minutes of a meeting of the Executive of Bolsover District Council held in Committee Room One, Sherwood Lodge, Bolsover, on Monday 5<sup>th</sup> September 2011 at 1005 hours.

### **PRESENT:-**

Members:-

Councillor E. Watts – Chair

Councillors K. Bowman, D. Kelly, D. McGregor, B.R. Murray-Carr and A.F. Tomlinson.

Officers:-

W. Lumley (Chief Executive Officer), S.E.A. Sternberg (Solicitor to the Council and Monitoring Officer), J. Brooks (Director of Resources), S. Tomlinson (Director of Neighbourhoods), P. Campbell (Head of Housing) (to minute no. 390), B. Truswell (Head of Shared Procurement), G. Galloway, (Building and Contracts Manager), A. Lowery (Street Services Manager) (to minute no.394), M. Baker (Principal Building Surveyor) and R. Leadbeater (Democratic Services Officer).

### **382. APOLOGIES**

Apologies for absence were received on behalf of Councillor A. Syrett.

### **383. URGENT ITEMS OF BUSINESS**

There were no urgent items of business.

### **384. DECLARATIONS OF INTEREST**

There were no declarations of interest submitted.

## EXECUTIVE

### 385. MINUTES – 8<sup>TH</sup> AUGUST 2011

Moved by Councillor A.F. Tomlinson, seconded by Councillor D. Kelly  
**RESOLVED** that the minutes of a meeting of the Executive held on 8<sup>th</sup> August 2011 be approved as a true record.

### 386. WORKING NEIGHBOURHOODS FUND MONITORING REPORT – QUARTER 1

The Chair presented the report to update Members on activity in relation to the Working Neighbourhoods Fund in quarter 1 of 2011.

Moved by Councillor E. Watts, seconded by Councillor B.R. Murray-Carr  
**RESOLVED** that the report be received.

**REASON FOR DECISION:** To ensure that WNF is targeted to best effect.

### 387. CORPORATE PLAN 2011-2015

The Chief Executive Officer presented the report to seek Executive approval of the 2011-2015 Corporate Plan. Members were also requested to consider approval of the values that would be included within it.

Questions were raised with regard to the current Corporate Aims. The Chief Executive Officer responded that as the Corporate Aims covered a wide range of issues and priorities which were still relevant, it had been previously agreed to leave these unchanged.

Moved by Councillor A.F. Tomlinson, seconded by Councillor D. McGregor  
**RESOLVED** that 1) the proposed Corporate Plan 2011-2015 priorities and targets be approved;

2) the values and their inclusion in the Corporate Plan 2011-2015 be approved.

**REASON FOR DECISION:** Decision within the functions of the Executive.

(Head of Customer Service and Performance)

## EXECUTIVE

### 388. RISK MANAGEMENT STRATEGY

The Director of Resources presented the report to seek Members' approval of the Risk Management Strategy. This had been updated to take account of structure changes, latest guidance from the Council's insurers and progress to date. It was confirmed that the Equality Impact Assessment had been received and no further changes were recommended.

Moved by Councillor E. Watts, seconded by Councillor D. Kelly

**RESOLVED** that the updated Risk Management Strategy be approved.

**REASON FOR DECISION:** To update the Risk Management Strategy.

(Director of Resources)

### 389. RENT ARREARS QUARTERLY REPORT

The Head of Housing presented the report to update Members on Housing Department performance.

- Current rent arrears continued to fall and stood at 2.8% at the end of the first quarter of 2011.
- Former tenant arrears were reducing slower than aspiration which was in part due to staffing resources. The process for housing applications was now more robust with checks for housing related debt being carried out prior to letting.
- The final phase of Mobile Working would be delayed slightly due to an upgrade to computer software
- Responsive repairs continued to be undertaken within the 99% target.

Members were pleased to note the more robust arrangements for housing applications but raised concerns that the appointment of a full-time staff member to address former tenants' arrears had been delayed.

In response to concerns raised in respect of the Council's sub-contractor, the Head of Housing was requested to provide Members with a full breakdown of this budget.

Moved by Councillor K Bowman, seconded by Councillor A.F. Tomlinson

**RESOLVED** that the contents of the report be noted.

**REASON FOR DECISION:** To provide Members with an update on Housing Department Performance.

The Head of Housing left the meeting.

## EXECUTIVE

### **390. ARREARS – IRRECOVERABLE ITEMS OVER £1,000**

The Director of Resources presented the report to seek Members' approval to write off outstanding debts in respect of bankrupt persons or untraceable and liquidated companies.

Questions were raised with regard to a bankruptcy write-off request in relation to renovation works. The Director of Resources agreed to explore this further and advise Members accordingly.

Moved by Councillor E Watts, seconded by Councillor D. McGregor

**RESOLVED** that approval be given to write off the irrecoverable items including costs amounting to £32,575.79 with the proviso that should any of the debts become collectable the amounts be re-debited.

**REASON FOR DECISION:**            **In order that outstanding debts can be written off.**

(Head of Finance and Revenues)

### **391. THE LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985**

Moved by Councillor E. Watts, seconded by Councillor D. McGregor

**RESOLVED** that under Section 100(A)(4) of the Local Government Act 1972 (as amended), the 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 the stated Paragraph of Part 1 of Schedule 12A of the Act and it is not in the public interest for that to be revealed.

### **392. ARREARS – IRRECOVERABLE ITEMS OVER £1,000 EXEMPT – PARAGRAPH 1**

The Director of Resources presented the report to seek Members' approval to write off irrecoverable debts in respect of deceased persons.

Members raised questions in relation to an overpayment of housing benefit which they would explore with the Director of Resources after the meeting.

## EXECUTIVE

Moved by Councillor E Watts, seconded by Councillor A.F. Tomlinson  
**RESOLVED** that approval be given to write off the irrecoverable items including costs amounting to £2,500.74 with the proviso that should any of the debts become collectable the amounts be re-debited.

**REASON FOR DECISION:**        **In order that outstanding debts can be written off.**

(Head of Finance and Revenues)

### **393. TENDER FOR VEHICLE TRACKER – EVALUATION OUTCOME EXEMPT – PARAGRAPH 3**

The Head of Procurement advised Members of the new procedure rules for the opening of tenders.

Tenders had been invited for the supply of a vehicle tracking system for 74 Council vehicles. A total of 3 tenders were received before the deadline and evaluated in relation to price and quality.

Moved by Councillor D. Kelly, seconded by Councillor D. McGregor  
**RESOLVED** that the contract be awarded to TrackYou on the basis of a five year contract with an annual review.

**REASON FOR DECISION:**        **This was the best value bid on a cost and quality basis.**

(Street Services Manager)

The Street Services Manager left the meeting.

### **394. NEW HOUGHTON GIA – TENDER EVALUATION REPORT EXEMPT – PARAGRAPH 3**

The Building and Contracts Manager presented the report to advise Members on the outcome of a tender evaluation for external improvement works to 40 properties in New Houghton.

A total of 5 tenders were received before the deadline and scored in relation to price, quality and service delivery.

## **EXECUTIVE**

Moved by Councillor A.F. Tomlinson, seconded by Councillor D. McGregor  
**RESOLVED** that the contract be awarded to K.J. Bryan (Builders) Ltd for the duration of the works.

**REASON FOR DECISION:**      **This was the best value bid on a cost and quality basis.**

(Building and Property Contracts Manager)

The meeting concluded at 1102 hours.