

# AGENDA

## Executive

**Monday, 11 March 2013 AT 16:02  
In the Flensburg Room, Civic Centre, Carlisle, CA3 8QG**

### **Apologies for Absence**

To receive apologies for absence and notification of substitutions.

### **Declarations of Interest**

Members are invited to declare any disclosable pecuniary interests, other registrable interests and any interests, relating to any item on the agenda at this stage.

### **Public and Press**

To agree that the items of business within Part A of the agenda should be dealt with in public and that the items of business within Part B of the agenda should be dealt with in private.

### **Minutes of Previous Meetings**

To confirm the Minutes of the meetings of the Executive held on 13 and 17 December 2012; and 14 January 2013.

[Copy Minutes in Minute Book Volume 39(5)]

**Decisions made at this meeting, if not subject to call-in, will become live on 21 March 2013**

## **PART A**

**To be considered when the Public and Press are present**

- A.1 SCHEME OF HOUSING ASSISTANCE (EMPTY PROPERTIES AND DISABLED FACILITIES GRANTS) 5 - 16**
- (Key Decision - KD.041/12)
- The Director of Community Engagement to submit a report seeking amendment of the Regulatory Reform Order to enable the Council to provide grants to the owners of empty properties so that such properties may be brought back into use under the Empty Property Project.
- (Copy Report CD.16/13 herewith)
- A.2 PARISH CHARTER 17 - 50**
- (Key Decision - KD.045/12)
- The Director of Community Engagement to submit a report concerning the Parish Charter and its Formal Agreements, which set out the arrangements for how Parishes and the City Council will work together.
- (Copy Report CD.17/13 herewith)
- A.3 HARRABY CAMPUS DEVELOPMENT PROJECT 51 - 66**
- (Key Decision)
- (The Leader has agreed to this Key Decision item being considered at this meeting, although not in the Notice of Executive Key Decisions)
- The Deputy Chief Executive to submit an update of the progress made to deliver the Harraby Campus Development Project.
- (Copy Report SD.02/13 herewith)
- A.4 NOTICE OF EXECUTIVE KEY DECISIONS  
(Non Key Decision)**
- The Notice of Executive Key Decisions, published on 8 February 2013, is submitted for information.
- A.5 SCHEDULE OF DECISIONS TAKEN BY PORTFOLIO HOLDERS 67 - 68**
- (Non Key Decision)
- A Schedule of Decisions taken by Portfolio Holders under delegated powers is attached for information.
- (Copy Schedule herewith)

**69 - 70**

A Schedule of Decisions taken by Officers under delegated powers is attached for information.

(Copy Schedule herewith)

## 71 - 72

The Minutes of the meetings of the Joint Management Team held on 2 and 14 January 2013 are submitted for information.

(Copy Minutes herewith)

**73 - 78**

The Director of Local Environment to submit a report identifying the need for replacement of specialist brick linings in one of the cremators at Carlisle Crematorium.

(Copy Report LE.06/13 herewith)

**79 - 86**

The Director of Local Environment to submit a report setting out proposals to declare Kingmoor South Nature Reserve as a Local Nature Reserve pursuant to Section 21 of the National Parks and Access to the Countryside Act 1949. The matter was considered by the Environment and Economy Overview and Scrutiny Panel on 28 February 2013.

(Copy Report LE.07/13 Herewith / Minute Excerpt to follow)

**To be considered when the Public and Press are excluded from the meeting**

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**Enquiries to: Morag Durham ext 7036**

**Notes to Members: Decisions made at this meeting, if not subject to call-in, will become live on 21 March 2013**



# REPORT TO EXECUTIVE

## PORTFOLIO AREA: COMMUNITIES & HOUSING

**Date of Meeting:** 11<sup>th</sup> March 2013

**Public**

**Key Decision:** Yes

**Recorded in Forward Plan:** Yes

**Inside Policy Framework**

**Title:** Scheme of Housing Assistance (Empty Properties and Disabled Facilities Grants)

**Report of:** The Director of Community Engagement

**Report reference:** CD16/13

### Summary:

The current scheme of housing assistance has been updated to reflect new services that Carlisle City Council can offer to private sector landlords on the back of successful funding bids to bring empty properties back into use. A revised scheme of assistance including empty property grants and loans is attached to this report (Appendix 1). The updated policy re-states the position with regard to Disabled Facilities Grants which remain mandatory.

### Recommendations:

- That Members of the Executive approve the new Policy for Housing Assistance and the use of funds as described in Appendix 2.
- It is recommended that the use of the funds as outlined at Appendix 2 and granting of grants and loans will be the responsibility of Officers and as such delegated to the Director of Community Engagement and Director of Resources

**Contact Officer:** Keith Gerrard

**Ext:** 7350

### TRACKING:

Executive:	11 <sup>th</sup> April 2013
Overview and Scrutiny:	28 <sup>th</sup> March 2013
Council:	30 <sup>th</sup> April 2013

**Note:** in compliance with section 100d of the Local Government (Access to Information) Act 1985 the report has been prepared in part from the following papers: None

## **1. BACKGROUND INFORMATION**

- 1.1 The Regulatory Reform (Housing Assistance) (England and Wales) Order 2002 (RRO) placed a duty on local authorities to publish a housing assistance policy for the private sector. The RRO was adopted by Carlisle City Council on 9<sup>th</sup> September 2003. The policy has been amended since its adoption to allow actions to be taken by officers relating to the Private Housing Sector.

## **2. HOUSING ASSISTANCE**

- 2.1 Under the proposed Housing Assistance Policy, Disabled Facilities Grants will continue to be available. These grants are mandatory and funded via a separate funding stream. Any other grants and loans that the Council proposes to offer are discretionary and depend on the availability of resources.
- 2.2 Since April 2012 no housing assistance has been available in Carlisle for anything other than Disabled Facilities Grants. However successful bids for external funding in recent months have secured the finance necessary to enable assistance to be offered to the owners of empty homes to bring them back into use.
- 2.3 The funding must be used in accordance with the prescribed criteria but can be used to provide grants and loans. Most of the schemes have a finite lifespan with a cut-off date of March 2015. The conditions attached to the funding streams are included in the proposed housing assistance policy document in Appendix 1.
- 2.4 Approving the amended Housing Assistance Policy will enable the Council to offer financial incentives to empty property owners to bring those properties back into use and therefore increase the availability of much needed housing accommodation in the area. Appendix 2 summarises the sources of funding obtained and the match funding requirements.

## **3. RECOMMENDATIONS**

- 3.1 That Members of the Executive approve the Housing Assistance Policy and the use of funds as described in Appendix 2.
- 3.2 It is recommended that the use of the funds as outlined at Appendix 2 and granting of grants and loans will be the responsibility of Officers and as such delegated to the Director of Community Engagement and Director of Resources

## **4. REASONS FOR RECOMMENDATIONS**

- 4.1 To enable the provision of loans and grants to the owners of empty property to enable them to be brought back into use. To continue with the provision of Disabled Facilities Grants as described in the Housing Assistance Policy.

## **5. IMPLICATIONS**

- Staffing/Resources – An Empty Property Officer and Housing Apprentice, working within the Private Sector Housing Team will undertake most of the additional work required to deliver the empty property initiatives. The Housing Technical Officers will undertake work relating to Disabled Facilities Grants.
- Financial – Disabled Facilities grants funding from the Government in 2013/14 is estimated at £663,000 with the Council contributing a further £200,000.

The assistance schemes outlined to enable empty properties to be brought back into use are backed by funding from three main external sources. Community Grant Programme – awarded to YMCA by Homes and Communities Agency (HCA) totals £540,000 and is supported by £50,000 direct funding from the Council. The Cluster Bid totals £254,000 and the Community Infrastructure Fund (CIF) totals £250,000. As outlined in Appendix 1, this funding will be used to provide various grants and loans to property owners and will be registered as a land charge against the property. The Director of Resources will have delegated authority to set an appropriate interest rate for the Cluster Bid loans. The CIF loans will be required to be repaid to Cumbria County Council after 5/6 years.

It is recommended that the use of the funds as outlined at Appendix 2 and granting of grants and loans will be the responsibility of Officers and as such delegated to the Director of Community Engagement and Director of Resources

- Legal – As stated in the Report, the ability of the Council to exercise its power to provide assistance for people to acquire, adapt or repair accommodation etc is dependent on the adoption of a relevant Policy. Such a policy was adopted by the Council and it forms part of the authority's budget and policy framework, therefore, any proposed amendment must be available for scrutiny before the Executive make a final recommendation to Council.
- Corporate – N/A

- Risk Management – There are financial risks associated with administering loan funding and these will be managed through careful planning of the loan scheme and close working with colleagues in the Legal and Finance teams.
- Environmental – Empty properties can blight areas and bringing them back into use can improve this.
- Crime and Disorder – Empty properties can encourage anti-social behaviour, encouraging vandalism and fly tipping.
- Impact on Customers – Bringing empty properties back into use provides valuable housing accommodation and increases the sense of well-being among those who reside nearby.
- Equality and Diversity –



## Impact assessments

Does the change have an impact on the following?

Equality Impact Screening	Impact Yes/No?	Is the impact positive or negative?
Does the policy/service impact on the following?		
Age	Yes	Positive
Disability	Yes	Positive
Race	Yes	Positive
Gender/ Transgender	Yes	Positive
Sexual Orientation	Yes	Positive
Religion or belief	Yes	Positive
Human Rights	Yes	Positive
Health inequalities	Yes	Positive
Rurality	Yes	Positive

If you consider there is either no impact or no negative impact, please give reasons:

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.....

.....

If an equality Impact is necessary, please contact the P&P team.

# **HOUSING RENEWAL ASSISTANCE**

## **POLICY DOCUMENT**

### **2013**

Private Sector Housing  
Community Engagement Directorate  
Carlisle City Council  
The Civic Centre  
Carlisle  
CA3 8QG

## **Introduction**

The Regulatory Reform (Housing Assistance) Order 2002 equipped local authorities with a new wide ranging power to provide assistance for housing renewal based on the principle that repairs are fundamentally the responsibility of the property owner, and grant assistance should only be given in particular circumstances.

Poor quality housing can have an adverse effect on the health and well being of the occupants in an area and the presence of long term empty properties can be a blight on the neighbourhood and a waste of a precious resource.

The Council recognises that assistance cannot be made available to all residents. Disabled Facilities Grants will continue to be offered to applicants who meet the eligibility criteria. All forms of assistance beyond Disabled Facilities Grants are dependent on the availability of external funding. Carlisle has been successful in obtaining funding from a variety of sources which will enable assistance in the form of grants, loans or a combination of both to be made available to the owners of long term empty properties to improve the existing built environment, provide good quality affordable housing and to increase housing choice.

## **Types of assistance**

### **Disabled Facilities Grants**

The provisions governing mandatory Disabled Facilities Grant (DFG) are contained in the Housing Grants, Construction and Regeneration Act 1996 (the 1996 Act), as amended by the Regulatory Reform (Housing Assistance) (England and Wales) Order 2002. The Order extended mandatory DFG eligibility to those occupying park homes and houseboats.

Provided they meet the defined criteria, all owner-occupiers and tenants, licensees or occupiers are eligible for DFG. Landlords may also apply for a DFG on behalf of a disabled tenant but must also satisfy the relevant requirements. Housing Association tenants are eligible to apply for DFG and are assessed for needs on the same basis as private owners and tenants and under the same means testing arrangements.

Riverside (Carlisle) pay for DFG adaptations to their own properties where the cost of the work does not exceed £7,000. Where works exceed £7,000 limit, Riverside will refer the application to Carlisle City Council who will process through the usual DFG route. On completion the £7,000 contribution from Riverside will be recovered.

It is the Council's policy to place a Land Charge on every property which is subject to a Disabled Facilities Grant. If such a property is sold within a 10 year period, starting on the date of completion of the work, the Council will use its discretion to reclaim the funding that exceeds £5,000, but may not require a repayment exceeding £10,000. In applying its discretion, the following criteria will be considered:

- The extent to which the recipient would suffer financial hardship if the grant were reclaimed
- Whether the disposal of the property was to enable the recipient to take up employment, or change the location of their employment

- Whether the disposal of the property is made for reasons of the recipient's mental or physical health or well being
- Whether the disposal is made to enable the recipient to live with, or near, any person who will provide care for the recipient by reason of their disability

Any decision on repayment will be made by the Director of Community Engagement in consultation with the appropriate Portfolio Holder.

Discretionary payments may be made where the maximum grant level has already been reached and

- Unforeseen works have arisen once work has commenced on site. For example discovering drain or sewers on the site which could not have been foreseen, major works to foundations etc.
- A change in an applicants circumstances has arisen between grant approval being given and works being completed making it unreasonable to expect a contribution from the applicant. For example, relationship breakdown between the original joint applicants, the death of a joint applicant.

In ensuring that the funding available for Disabled Facility Grants can benefit the maximum number of recipients, a scheme of re-commissioning items of key equipment such as shower room pods, stairlifts etc., will be applied.

The Council will charge professional fees for providing services for owners or occupiers of dwellings which are subject to DFG applications. These fees will be assessed in relation to individual grant applications.

### **Other housing assistance**

The following types of grant assistance may also be available, depending on the availability of external funding:

#### **Empty Property Grants**

Grants will be made available to allow the delivery of the Clusters of Empty Homes programme of up to £2,000 to owners of properties which have been empty for longer than 6 months and in areas where there are clusters of empty properties, as a 'quick fix' incentive for the owner to re-let the property.

The property, on completion of works, must be free from Category 1 Hazards under the Housing Health and Safety Rating System (HHSRS) and must be re-let, at an affordable rent, within 12 weeks of completion of the works, for a minimum period of 12 months. Repayment of the grant will be required if these conditions are contravened.

#### **Empty Property Loans**

These loans are available to eligible owners to assist with bringing empty properties, which have been vacant for more than 6 months, back into use for residential occupation. These will be made available to contribute towards the cost of carrying out an agreed package of works to properties. It will normally be expected that the property will be brought up to the Decent Homes Standard as defined in Schedule 1.

As loan finance has been secured from a variety of funding streams, there are several delivery mechanisms and loan criteria which can be summarised as follows:

## **Loans linked to Community Grant Programme**

The Community Grant programme managed by the YMCA, offers grants to property owners to assist them in bringing long term empty properties back in to use. In return for the grant, the applicant must agree to lease the property to the YMCA for a 5 or 10 year term. Financed by Carlisle City Council loans will be available through the YMCA to assist property owners.

These loans will be repayable by the owner through the rent collected from tenants over an agreed term, no longer than five years. The YMCA will forward these payments to the Council. These loans are not subject to a test of resources.

## **Cluster Bid Loans**

Alongside the Empty Homes grants described above, Carlisle in conjunction with Allerdale and Copeland, have secured Cluster Loan funding from the Homes and Communities Agency. This is available in areas where clusters of empty properties have been identified. The loans may be used for individual dwellings, to bring empty residential accommodation above commercial premises, (such as flats above shops) into use and to convert commercial property to residential accommodation. On completion of the works, the property must achieve the Decent Homes Standard.

Landlords must re-let their property within 4 months of the work being completed, otherwise immediate repayment of the loan will be required. The landlord will be required to set up a payment plan to repay the loan. It is expected that loans will be in the region of £8,000 to £10,000. The maximum loan payable will be £15,000. A variable rate of interest determined by the Director of Resources will be applied. A condition of the loan will be that the property is re-let for a minimum period of 5 years.

Under this scheme, the repaid loan money will be recycled and ring fenced for empty homes to ensure that long term empty property intervention measures continue to be delivered.

## **CIF loans**

These loans utilise funding from the Cumbria County Council's Community Infrastructure Fund (CIF). They will be offered on a similar basis as the **Community Grant Programme** described above, and not necessarily confined to areas where there are concentrations of empty properties.

The repaid loan monies cannot be recycled, as repayment of the fund must be made to Cumbria County Council, in full, within 5/6 years.

## **Conditions attached to grants and loans**

All grants and loans which have been paid will be registered as a Local Land Charge. Immediate repayment of grant will be required if grant conditions are not met. Immediate repayment of loan will be required if loan conditions are not complied with.

## Decent Homes Standard

For the purposes of awarding Decent Homes, the following failures shall be considered:

- Dwellings containing one or more hazards assessed as serious ('Category 1') under the HHSRS.
- Dwellings not in a reasonable state of repair due to **either** one or more of the key building components are old and, because of their condition, need replacing or major repair; **or** two or more of the other building components are old and, because of their condition, need replacing or major repair.
- Dwellings without reasonably modern facilities and services, by virtue of lacking three or more of the following:
  - ◆ a reasonably modern kitchen (20 years old or less);
  - ◆ a kitchen with adequate space and layout;
  - ◆ a reasonably modern bathroom (30 years old or less);
  - ◆ an appropriately located bathroom and WC;
  - ◆ adequate insulation against external noise (where external noise is a problem);
  - ◆ adequate size and layout of common areas for blocks of flats.
  - ◆ A home lacking two or fewer of the above is still classed as decent, therefore it is not necessary to modernise kitchens and bathrooms if a home meets the remaining criteria;
- Dwellings that do not provide a reasonable degree of thermal comfort by virtue of not having both effective insulation and efficient heating;

More detailed definitions of the reasons for failure of the Decent Homes Standard can be found in the Department for Communities and Local Government publication *Decent Homes, definition and guidance for implementation: June 2006 update*.

## Housing Assistance Policy – Financial Information

External Funding Source	Funding Bid	Match funding	Estimated number of empty homes made ready for occupation
Community Grant Programme – awarded to YMCA by Homes and Communities Agency (HCA)	£540,000 awarded to YMCA. £50,000 Empty Homes Assistance made available by the Council to YMCA as a loan fund where costs exceed grant limit.	YMCA are the accountable body. No requirement for match funding from Carlisle City Council.	Up to 45 properties by December 2014
Cluster Bid – awarded to Carlisle City Council by the HCA for designated streets within designated wards, including empty properties within the Settle to Carlisle Conservation Area	£254,000	Empty Homes Officer - Year 1 <b>£36,800</b> Empty Homes Officer - Year 2 <b>£37,200</b> Housing Apprentice - Year 1 <b>£5,700</b> Housing Apprentice - Year 2 <b>£9,600</b> From DFG Department of Health <b>£109,400</b> Conservation Rolling fund <b>£75,000</b> ----- <b>Total                               £273,700</b>	Up to 45 properties by March 2015
<i>*Community Infrastructure Fund (CIF) /LEP/Cumbria County Council</i>	<i>Bidding for up to £250,000 for loans</i>	<i>Match funding from partner organisation, mainly as grants awarded</i>	<i>Delivery targets to be confirmed once the outcome of the bid is known and a delivery partner is selected.</i>

\*Bid application in progress, decision expected in April 2013







## PORTFOLIO AREA: COMMUNITIES & HOUSING

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**Date of Meeting:** 11th March 2013

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**Public**

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**Key Decision:** Yes

**Recorded in Forward Plan:** Yes

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**Inside Policy Framework**

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**Title:** PARISH CHARTER

**Report of:** The Director of Community Engagement

**Report reference:** CD 17/13

### Summary:

The Parish Charter and its Formal Agreements set out the arrangements for how Parishes and the City Council will work together. The Formal Agreements support the Charter and each cover an area of work. They contain written commitments on what is expected by both the Parishes and the City Council and named officers who are responsible for seeing that the agreements are carried forward. They are working documents which are subject to review as, for example, they need to reflect changes to legislation and the introduction of new policies and procedures.

The Parish Charter and the Agreements have been consulted on with the Parishes. The formal response from the City Council is contained as an Appendix to this report.

**Recommendations:** That the Executive note and approve the Parish Charter and its Formal Agreements for sign off jointly with the Parish Councils on 8th April 2013. That Executive note and approve the City Council response to Parishes, following the consultation period which finished on 20th February.

**Contact Officer:** Keith Gerrard

**Ext:** 7350

## **1. BACKGROUND INFORMATION**

- 1.1 In 2012, the City Council and the Parishes agreed a draft Charter, which was consulted on. However this document could not be formally agreed and was consequently revised to reflect both the comments from the Parishes and the need for further changes reflecting reorganisation within the City Council.
- 1.2 The revised Charter and its Formal Agreements were agreed at the Joint City Council and Parish meeting on 5th December. They were then sent out for formal consultation which finished on 20th February.
- 1.3 Parishes responded positively and there have been no revisions made to the original agreed draft.
- 1.4 The Planning Agreement, it was agreed, will remain its current form, but will be subject to an ongoing review process, due to the large number of significant changes as a result of both legislation and locally such as the agreement of a Local Plan, which will shortly be going out for consultation.
- 1.6 The final agreed Parish Charter and its Formal Agreements are attached at Appendix 1.
- 1.5 A formal response to the comments made by the Parishes during the consultation from the City Council has been drafted and is attached at Appendix 2. The Parishes were supportive of the Charter and the response reflects this

## **2. CONSULTATION**

- 2.1 Consultation to Date.

Consultation carried out from 5th December 2012 to 20th February 2013.

- 2.2 Consultation proposed.

None

### **3. RECOMMENDATIONS**

- 3.1 That the Executive note and approve the Parish Charter for sign off jointly with the Parish Councils on 8th April 2013. That Executive note and approve the City Council's response to Parishes, following the consultation period which finished on 20th February.

### **4. REASONS FOR RECOMMENDATIONS**

- 4.1 The Parish Charter and its Formal Agreements provide the basis for future joint working. Without these arrangements in place, there would be no agreed framework for taking work forward. The delay in agreeing the first draft of the Charter has meant that some key areas of work were unable to be progressed.
- 4.2 By agreeing the Charter, the City Council will be able to progress issues such as Planning, for example, which is also of significant importance to Parishes, within an agreed formal working arrangement.

### **5. IMPLICATIONS**

- Staffing/Resources – The Charter has been agreed by those officers responsible for each of the areas of work covered by the Formal Agreements in terms of staffing and resources.
- Financial – The Parish Charter has no direct financial implications for the Council. Where any subsequent collaborative working, external/grant funding arrangements occur as a result of the charter the Council will be required to comply with the Council Constitution, Contracts Procedure Rules, Financial Procedure Rules and related Grant Funding and Partnership Policies.
- Legal – Whilst the Charter is not a legally binding contract, the Local Government Act 2000 (Section 2) provides that the Council has the power to do anything which it considers likely to achieve the promotion or improvement of the economic, social or environmental well-being of its area. The section gives the Council the power to enter into agreements but, in exercising the power, the Council must have regard to its Community Strategy.
- Corporate – The Charter will improve the Council's communication and consultation of Parishes on changes to corporate policy.

- Risk Management – The Formal Agreements have been agreed by the designated officers responsible for each area of work as not providing undue risk to the Council in terms of both resources and capacity.
- Environmental – The Parish Charter conforms to the Council's policies on environmental protection and sustainability.
- Crime and Disorder – The Charter has no direct effect on Crime and Disorder .
- Impact on Customers – Improved Joint working between Parishes and the City Council will impact on the effectiveness of services to smaller communities.
- Equality and Diversity – The Charter conforms to the Council's Comprehensive Equality Scheme.

## Impact assessments

Does the change have an impact on the following?

Equality Impact Screening	Impact Yes/No?	Is the impact positive or negative?
Does the policy/service impact on the following?		
Age	Yes	Positive
Disability	Yes	Positive
Race	Yes	Positive
Gender/ Transgender	Yes	Positive
Sexual Orientation	Yes	Positive
Religion or belief	Yes	Positive
Human Rights	Yes	Positive
Health inequalities	Yes	Positive
Rurality	Yes	Positive

**If you consider there is either no impact or no negative impact, please give reasons:**

The Parish Charter and its Formal Agreements will improve the communication and coordination of policies with regard to their impact on rural areas and smaller communities.

**If an equality Impact is necessary, please contact the P&P team.**

**PARISH CHARTER and Its Formal Agreements****The Carlisle District Parish Charter**

*This Charter supports and informs partnership working between Carlisle City Council (“The District Council”) and Parish Councils and Meetings (“The Parish Councils”). It is recognised in this Charter that both tiers of Local Government are equal partners.*

Successful partnership working can only be achieved if both Partners understand and respect each other’s roles and work to compliment each other. It is recognised in this Charter that both the District and Parish Councils are important partners in representing the communities and groups that they serve.

*This Charter sets out shared principles and expected behaviours in general terms but these constitute only the broadest of expectations. The Charter is supported by a series of “Formal Agreements” which define specific commitments on services, mutual support and interaction.*

**Shared principles**

- We will commit ourselves to working in partnership, bringing together the strengths that each of us have for the good of communities throughout Carlisle District.
- We will respect and promote the role of both the District and Parish Councils.
- We will maintain appropriate and effective channels of communication and consultation between our Councils on new initiatives and in the provision of local services.
- We will recognise the importance of issues and ideas raised at all levels of local government and from within communities themselves.

**Shared purpose**

We recognise that the District and Parish Councils share objectives to further the interests of the people of the Carlisle District. This charter and its supporting Formal Agreements aim to provide a clear and mutual understanding of roles and responsibilities. They will build on the good working relationships between us and promote co-operation and partnership within and beyond the statutory frameworks.

## ***Co-operation***

Both the District and Parish Councils recognise that each may have views on proposed changes in service provision, and will make reasonable efforts to consult each other on such proposals.

Both the District and Parish Councils will explore mutually acceptable ways of devolving responsibility for some services or of entering into agency agreements for the delivery of these. Both the District and Parish Councils will have regard to the effect of such arrangements on service delivery locally and elsewhere, and also on the need to provide the best value for money for all the residents of Carlisle District.

## ***Agreed Expectations***

### **Parish Councils can expect the following from the District Council:**

- Comprehensive and relevant information on issues about which they are asked to form views.
- Realistic time periods for consultation.
- Real and meaningful processes for Parish Council views to be represented and taken into account when decisions which may affect them are to be taken.
- Prompt notification of decisions taken, together with written explanations of decisions at variance from their views, where this is requested.
- The availability of appropriate officers or members to assist them in discussions on significant issues.
- A shared commitment to hosting and attending biannual joint meetings between the District Council's Executive and the Parish Councils.
- A willingness to seek mutually satisfactory solutions in areas of difficulty.
- A willingness to engage Parish Councillors in training and development opportunities provided by the District Council and to explore joint training needs and opportunities.

### ***The District Council can expect the following from Parish Councils:***

- An appropriate response to the matter being considered, taking into account relevant statutory and policy considerations.
- A considered and timely response during the consultation period.
- Sharing of information on issues of common interest.
- Opportunities for local District Councillors to attend their meetings and to receive minutes, agendas and any other relevant information.
- A shared commitment to hosting and attending biannual joint meetings between the District Council's Executive and the Parish Councils.
- A willingness to seek a mutually satisfactory solution in areas of difficulty.
- A willingness to participate in training and development opportunities provided by the District Council and to explore joint training needs and opportunities.

## ***Managing the Charter***

This Charter (and any amendments to it) will be approved at the respective Executives of both the District Council and the Carlisle Parish Council Association.

Its effectiveness will be reviewed annually as a standing agenda item at one of the joint meetings of the District Council's Executive and the Parish Councils.

While working to the headings and principles agreed in this document, the Charter will be supported by the adoption of jointly developed Formal Agreements.

These Formal Agreements will make specific commitments from both sides with regard to service delivery, support and interaction. They will be developed in partnership and agreed at one of the joint meetings of the District Council's Executive and the Parish Councils.

They will be reviewed at least annually at one of these joint meetings and any subsequent revisions will also be approved at this forum.

Parish Councils may at any time raise any issue in connection with the operation of the Charter with their local District Councillor or with the relevant Director at the District Council.

The District Council may at any time raise any issue in connection with the operation of the Charter with the Chair of Carlisle Parish Council Association; or if the matter relates to an individual Parish Council with the clerk or Chairman of the parish.

### **Undertaking**

We the undersigned declare our commitment to the Carlisle District Parish Council Charter and in so doing, embrace the spirit of the agreement and assent to its principles.

Leader, Carlisle City Council

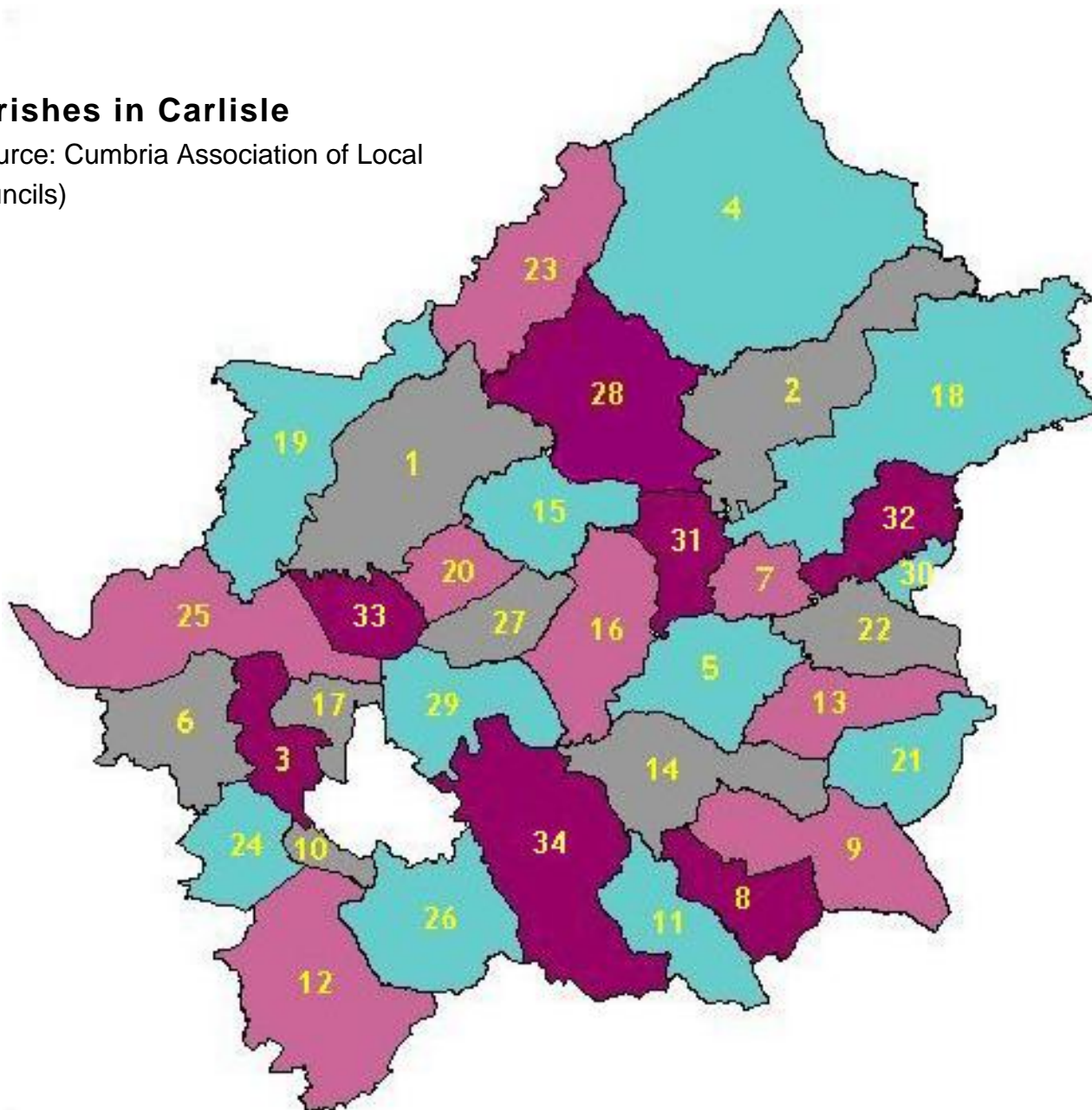
Chairman, Carlisle Parish Councils Association (Note: signing on behalf of CPCA member Parish Councils and Parish Meetings)

Chairman, ..... Parish Council/ Parish Meeting (Note: those non CALC member Parish Councils/ Parish Meetings who want to sign up to the Charter)



## Parishes in Carlisle

(Source: Cumbria Association of Local Councils)



- 01 Arthuret
- 02 Askerton
- 03 Beaumont
- 04 Bewcastle
- 05 Brampton
- 06 Burgh-by-Sands
- 07 Burtholme
- 08 Carlanton & Cumrew
- 09 Castle Carrock & Geltsdale
- 10 Cummersdale
- 11 Cumwhitton
- 12 Dalston
- 13 Farlam
- 14 Hayton
- 15 Hethersnill

- 18 Kingwater
- 19 Kirkandrews-on-Esk
- 20 Kirklington Middle
- 21 Midgeholme
- 22 Nether Denton
- 23 Nicholforest
- 24 Orton
- 25 Rockcliffe
- 26 St. Cuthbert Without
- 27 Scaleby
- 28 Solport and Stapleton
- 29 Stanwix Rural
- 30 Upper Denton
- 31 Walton
- 32 Waterhead

# Carlisle District Ward Map

## Carlisle Urban Wards

- 1 Belah
- 2 Belle Vue
- 3 Botcherby
- 4 Castle
- 5 Currock
- 6 Denton Holme
- 7 Harraby
- 8 Morton
- 9 St Aidans
- 10 Stanwix Urban
- 11 Upperby
- 12 Yewdale



**CARLISLE**  
CITY COUNCIL



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## Formal Working Agreements

**Title:** Monitoring the effectiveness of the Parish Charter and related Working Agreements

**Purpose:** This document details how the Parish Charter and related Formal Agreements will be monitored in order to ensure that they remain relevant and are adhered to by all parties.

**Developed by:** Emma Dixon (Local Partnership Manager, Carlisle City Council) and Claire Rankin (Parish Liaison Officer, CALC)

**Date:** 12/11/2012

**Review Date:** 12/11/2013

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### Commitment(s):

- 1) **Commitment:** The Charter itself will be considered as a standing Agenda item at the Carlisle City Council hosted bi-annual Joint Meeting of the City and Parish Councils. All parties will have the opportunity to raise issues around compliance and / or suggest revisions to the charter.

**Frequency:** Annually

**District Responsibilities:** Prepare and table report on the Charter; raise issues/suggest revisions.

**Parish Responsibilities:** Raise issues/suggest revisions.

... ..

2) **Commitment:** A list of the current Formal Agreements which support the Parish Charter will be tabled (alongside the Charter) at the Carlisle City Council hosted bi-annual Joint Meeting of the City and Parish Councils. All parties will have the opportunity to raise issues around compliance and / or suggest revisions to existing Formal Agreements (inline with the process in commitment 3 below). They will also have the opportunity to suggest the development of new Formal Agreements.

**Frequency:** Annually.

**District Responsibilities:** Prepare and table report for the meeting listing current formal agreements;  
Raise issues/suggest revisions or new formal agreements.

**Parish Responsibilities:** Raise issues/suggest revisions or new formal agreements by Parish Clerks writing to Local Partnership Manager.

.....

3) **Commitment:** A summary report outlining how effectively/completely the individual commitments within Formal Agreements will be tabled at one of the bi-annual Joint Meetings of Carlisle City Council and the Parish Councils.

**Frequency:** Annually.

**Responsibility:** Local Partnership Manager (Carlisle City Council).

.....

4) **Commitment:** The Formal Agreements which support the Charter

will be developed and drafted by representatives of both Carlisle City Council and CALC or the CPCA. They will be formally ratified at the one of the bi-annual Joint Meetings of Carlisle City Council and the Parish Councils.

**Frequency:** Annually or as necessary.

**District Responsibility:** The relevant City Council Director will nominate a development lead from Carlisle City Council.

**Parish Responsibility:** The CPCA Chair will nominate a development lead from the Parish Councils.

**Shared Responsibilities:** The nominated leads will develop, monitor and review the Formal Agreements. They will actively encourage the development of the Charter to keep it relevant and current. These agreements will be ratified at Joint Meetings of Carlisle City Council and the Parish Councils.

.....

5) **Commitment:** All Formal Agreements will be reviewed annually by the development leads at a specified review date. A summary of how effectively commitments have been met will be produced at this review. These will be collated into a single report tabled at one of the bi-annual Joint Meetings of Carlisle City Council and the Parish Councils (as stated in Commitment 3 – above)

**Frequency:** Annually

**Responsibility:** Relevant Formal Arrangement Development Leads

**Title:** Planning

**Purpose:** This document details the core agreements and mechanisms used to ensure active partnership working by the Planning Authorities and Parish Councils to ensure community interests are properly served. Outlining the opportunities to become involved in the town and country planning system are of keen interest to most Parish Councils. Planning policies and decisions can have a substantial impact on the future of local communities.

**Developed by:** Christopher Hardman (Planning Manager)

**Date:** 12/11/12

**Review Date:** 12/11/13

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**Commitment(s):**

6) **Commitment:** Assist Parish Councils' participation in the statutory planning system.

**Frequency:** As necessary.

**District Responsibilities:** All statutory consultations are sent to Parish Councils. Officers are available to discuss issues with Parish Council's. To ensure that information is available and clear timescales set for consultation responses.

**Parish Responsibilities:** Respond to consultations in the relevant timescales. Where several planning applications are regularly

received in a particular parish, to consider a sub-group of parish councillors to deal with planning matters.

.....

- 7) **Commitment:** Ensure that Parish Councils are given full opportunities to participate in the preparation of the Local Plan (statutory Development Plan)

**Frequency:** As necessary

**District Responsibilities:** All consultation stages of planning policies are sent to Parish Councils. Officers are available to discuss issues with Parish Councils.

**Parish Responsibilities:** To respond to consultations during the statutory consultation periods

- 8) **Commitment:** To enable Parish Councils to undertake Neighbourhood Development Planning in accordance with the Neighbourhood Planning (General) Regulations 2012 No. 637.

**Frequency:** As necessary

**District Responsibility:** Support and give guidance in the preparation of Neighbourhood Development Plans (beyond statutory minimum requirements, where possible). Give guidance on alternative planning tools to assist Parish Council's where appropriate e.g. Neighbourhood Development Orders or supplementary Village Design Statements

**Parish Responsibility:** Consider the necessity of producing a Neighbourhood Plan for their parish and where it is deemed of use commit to producing a plan.

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**Title:** Communication

**Purpose:** This document details the core agreements and mechanisms used to ensure effective communication between the District and Parish Councils.

**Developed by:** Steven O’Keeffe (Policy and Communication Manager, Carlisle City Council); Claire Rankin (Parish Liaison Officer, CALC)

**Date:** 12/11/2012

**Review Date:** 12/11/2013

---

**Commitment(s):**

**1) Commitment:** The District and Parish Councils will commit to two joint meetings per year to discuss corporate aims and other matters of mutual concern. Each party will host and administer one of these meetings including the preparation and distribution of agendas and papers. The host will proactively seek agenda input from the other party and where necessary arrange an agenda planning meeting involving the City Council Leader / Portfolio Holder and Chief Executive and the CPCA Chair.

**Frequency:** Bi - Annually

**District Responsibilities:** Host one joint meeting per year including the preparation and distribution of agendas and papers; Ensure appropriate representation and attendance at both Joint Meetings.

**Parish Responsibilities:** Host one joint meeting per year including the preparation and distribution of agendas and papers;

Ensure appropriate representation and attendance at both Joint Meetings.

.....

**2) Commitment:** All parties will seek to provide written responses to written communication (including emails) from the other within 10 working days or provide a holding reply saying when a full reply will be available.

As neither side has full formal means of monitoring such arrangements, both sides will have the opportunity to log failures (where necessary) with the appropriate Director from Carlisle City Council, or with the CPCA Chair, who will ensure action is taken. These logs will then form the basis of monitoring reports to the Joint Meeting.

**Frequency:** As necessary.

**District Responsibilities:** All Officers and Elected Members.  
**/ Lead(s)**

**Parish Responsibilities:** Parish Clerks / Chairs.  
**/ Lead(s)**

.....

**3) Commitment:** All parties will seek to encourage participation of District Councillors in Parish Council Meetings.

**Frequency:** As necessary

**District Responsibility:** Parish Council Meeting Dates will be published and promoted through the City Council’s electronic Civic Calendar.

**Parish Responsibility:** Parish Clerks will ensure the District Councillors within their Parish receive invitations, agendas and minutes for Parish Meetings and receive copies of Parish Newsletters where these are produced.

.....

4) **Commitment:** All parties will encourage and support articles from Parish Councils and those with a specific rural interest in the Carlisle Focus publication.

**Frequency:** Biannual

**District Responsibility:** Carlisle City Council's Communication Team will contact all Parish Clerks in advance of the publication of the Focus Magazine to invite contributions and provide copy / production deadlines etc.

**Parish Responsibility:** Parishes will give appropriate consideration to articles and respond in a timely fashion and inline with proposed deadlines.

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- 5) **Commitment:** All parties will support the Rural Section of Carlisle City Council's website recognising the increased importance of the internet for rural communities.
- Frequency:** Ongoing
- District Responsibility:** The Council will manage and maintain the rural web-pages.
- Parish Responsibility:** The CPCA Chair (and other representatives) and the CALC Parish Liaison Officer will work with the Council to provide appropriate content and information for inclusion on the web-pages.

.....

- 6) **Commitment:** All parties will commit to mutual consultation on issues which will directly affect or are of clear interest or relevance to the other. All parties will respond promptly and fully to such consultations.
- Frequency:** As necessary.
- District Responsibility:** The District Council will consult on all policies and service developments which will have a clear impact on the Parishes and rural communities. The District Council will conduct all such consultations inline with their corporate consultation policy or with statutory guidance on consultation where such guidance exists. The District Council will also work with the CPCA to try and identify and implement consultation mechanisms which will be most effective for Parishes and rural communities.

**Parish Responsibility:** The Parishes will respond inline with given schedules to all formal consultations – even where it is a nil response. The Parishes and the CPCA will work the District Council to identify and implement consultation mechanisms which will be most effective for Parishes and rural communities – and will help support and administer such mechanisms where appropriate.

**Title:** Partnerships and Representation

**Purpose:** This document details the commitment both sides make to supporting and attending key meetings, the provision and attendance of dedicated groups, and the representation and presence both sides will hold on partnership bodies.

**Developed by:** Emma Dixon (Local Partnerships Manager, Carlisle City Council); Claire Rankin (Parish Liaison Officer, CALC)

**Date:** 12/11/2012

**Review Date:** 12/11/2013

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**Commitment(s):**

1) **Commitment:** As outlined in the communication Working Agreement the District and Parish Councils will commit to two joint meetings per year.

**Frequency:** Bi - Annually

**District Responsibilities:** Host one joint meeting per year and ensure appropriate attendance at both Joint Meetings.

**Parish Responsibilities:** Host one joint meeting per year and ensure appropriate attendance at both Joint Meetings.

... ..

2) **Commitment:** A Rural Support Group will be convened on a regular

basis, bringing together agencies providing rural focussed support and services to discuss key issues. The group will also fulfil a consultative 'rural proofing' role – providing feedback on the work of the Carlisle Partnership's working groups and key City Council policies and service developments. At least twice a year the meeting will take place out in a rural community, and the invitation will be extended to clerks and councillors from surrounding parishes, offering a further direct mechanism for dialogue with the District Council and other key service providers.

**Frequency:** Bi-monthly

**District Responsibilities:** The District Council will provide secretariat and administrative support to the group (including convening meetings, and the distribution of agendas and papers) through the Local Partnership team. The Local Partnership Manager will liaise with colleagues to ensure attendance from District Council Officers appropriate to agenda items.

**/ Lead(s)**

**Parish Responsibilities:** The CPCA will nominate and provide a Chair for the group. The Chair will work with the Local Partnership Manager to determine the agenda for meetings. The CPCA will liaise with Parishes to determine and book the venues for meetings that occur in rural communities, and will work to encourage attendance from Parish Clerks and Councillors at these meetings.

**/ Lead(s)**

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- 3) **Commitment:** To promote the importance of better working between the District and Parishes, the Carlisle Partnership's Executive body will include representation from the District Council and a seat for the CPCA Chair

(or Chair of the Rural Support Group where they are different.

**Frequency:** Bi-Monthly

**District Responsibility:** Parish Council Meeting Dates will be published and promoted through the City Council's electronic Civic Calendar.

**Parish Responsibility:** Parish Clerks will ensure the District Councillors within their Parish receive invitations, agendas and minutes for Parish Meetings and receive copies of Parish Newsletters where these are produced.

... ..

4) **Commitment:** All parties will recognise and support the value of the Carlisle Parish Council's Association Executive meetings. The CPCA will welcome input and attendance from the District Council. The District Council will ensure attendance from an appropriate representative.

**Frequency:** Quarterly

**District Responsibility:** Carlisle City Council's Executive will nominate a lead officer for attendance at CPCA executives. Where they can't attend a substitute will be sent, or apologies will be issued in advance of the meeting.

**Parish Responsibility:** The CPCA will ensure that invitations, agendas and papers are sent to the relevant District Council representative and will provide this representative with the opportunity to submit agenda items for consideration.



... ..

**5) Commitment:** The District Council will seek to proactively and constructively involve Parish representatives in the democratic vehicles of the City Council where appropriate. This will include seeking Parish involvement in Community Overview and Scrutiny Panels and Task and Finish Groups where rural issues / policies are being considered; and Parish Representation on the Standards Committee in accordance with statutory requirements.

**Frequency:** As necessary.

**District Responsibility:** Through the Community Overview and Scrutiny Chair and supporting officers, Carlisle City Council will seek representation at COSP meetings where rural issues are central via the CPCA Chair. Through the Democratic Services Team the City Council will ensure Parish representation on the Standards Board is sought. The City Council will ensure that such representatives receive all invitations, agendas and papers in a timely manner.

**Parish Responsibility:** The CPCA Chair will ensure that appropriate representation at such meetings is identified and achieved, and that representatives are able to offer constructive and appropriate input.

... ..

**Title:** Financial Arrangements and Support for Parish Councils and Village Halls

**Purpose:** This document details the financial arrangements and relationships between the District Council and Parishes – specifically around support to CALC for the Parish Liaison Officer Post; the provision and administration of parish and village hall grants; and the collection and payment of parish precepts.

**Developed by:** Emma Dixon (Local Partnerships Manager, Carlisle City Council); Claire Rankin (Parish Liaison Officer, CALC)

**Date:** 12/12/2012

**Review Date:** 12/11/2013

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**Commitment(s):**

1) **Commitment:** All parties will work together to ensure that Parishes receive their respective precepts as quickly and efficiently as possible.

**Frequency:** Annually

**District Responsibilities:** Collect and pay over by the end of April in the relevant financial year any precept levy requested by Parish Councils.

**Parish Responsibilities:** Make any precept requests according to the timescales requested by the District Council.

.....

- 2) **Commitment:** Meet the election expenses of Parish Councils where the timing of these coincide with Carlisle City Council elections.
- Frequency:** As required
- Responsibilities:** The District Council will incorporate Parish elections into other elections administered by them whenever timings facilitate this.

... ..

- 3) **Commitment:** To jointly operate a Parish Council and Village Hall Capital Grant Scheme which offers annual capital support to projects within parishes. Funding will be made available from the District Council.
- Frequency:** Annually
- District Responsibility:** The District Council will make grant funding available, this will be reviewed annually as part of the budget review. A nominated City Council Officer will administer the scheme in accordance with agreed grant guidelines.
- Parish Responsibility:** Parishes will submit and administer applications for the parish and on behalf of the Village Halls. The CPCA will nominate representatives to attend the grant recommendations panel for approval at a CPCA meeting for all parishes. A formal report on this will be tabled annually at one of the joint meetings of Carlisle City Council and the Parish Councils.

... ..

- 4) **Commitment:** To support the funding and operation of a Parish Liaison Officer for Carlisle through CALC.

**Frequency:** Annually / ongoing

**District Responsibility:** The District Council will make a specific grant allocation to CALC to help support the funding of the Parish Liaison Officer – for 2012-13 this will amount to £3k. The District Council will provide desk space and facilities for the Parish Liaison Officer to work within the Civic Centre. District Council Officers and Members will work directly with the Parish Liaison Officer to support and develop the role and improve relations between the District Council and Parishes.

**Parish Responsibility:** CALC will provide all additional funding to support the Parish Liaison Officer's Role. Parishes both directly and through the CPCA will support the Parish Liaison Officer, being responsive to the needs of the post-holder, and using them as a conduit to the District Council.

... ..

**Title:** Issue Based Locality Working

**Purpose:** This document details the arrangements for developing issue based locality working between the District Council and Parishes and measures to ensure agreed prioritisation and mechanics to deliver a consistent approach.

**Developed by:** Emma Dixon (Local Partnerships Manager, Carlisle City Council); Claire Rankin (Parish Liaison Officer, CALC)

**Date:** 12/11/2012

**Review Date:** 12/11/2013

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**Commitment(s):**

- 1) **Commitment:** A list of shared 'key issues' will be developed and maintained by Parishes. All parishes will have the opportunity to feed into this process.

**Frequency:** Annually

**District Responsibilities:** The District Council will also contribute issues as appropriate. They will do so by feeding their issues in via the CPCA Executive.

**Parish Responsibilities:** The CPCA will co-ordinate and manage the process of establishing this shared 'key issues' list with the Parishes. They will produce a list of issues in a democratic and inclusive way. Parishes will all take part, putting forward their individual areas of concern.

.....

2) **Commitment:** Issues will be prioritised jointly.

**Frequency:** Quarterly

**District Responsibilities:** The District Council will facilitate a meeting between a CPCA Executive representative and the City Council’s Director of Community Engagement. At this meeting the issues on the list will be prioritised – with a view to identifying one issue and proactively addressing it over the following three months.

**Parish Responsibilities:** The CPCA will nominate a representative(s) to attend these quarterly meetings and prioritise issues. This representative will seek the views of Parishes before the meeting and be in an informed position to prioritise one issue at a time.

.....

3) **Commitment:** A jointly managed response will be developed.

**Frequency:** Quarterly

**District Responsibility:** The District Council will facilitate working groups to develop solutions / approaches to the unique issues. The District Council will take the lead in convening the meetings and inviting such representatives, from any agency, as may have a positive contribution to identifying appropriate solutions / approaches. The District Council will ensure appropriate attendance and input at such working groups from its own officers.

**Parish Responsibility:** Parishes will take part positively and actively in working groups aimed at finding solutions / approaches to issues raised. They will accept that in some cases, attendance and their preferred action may be beyond the direct control of the District Council. Equally, they will understand that any agreed responses will be informed

by the resources available to the District Council and will wherever possible take a proactive role in delivering identified solutions.

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**Title:** Development and Training

**Purpose:** This document details the arrangements for identifying and delivering joint training opportunities; and for supporting parishes to access the District Councils Member Development programme.

**Developed by:** Emma Titley (Organisational Development Manager, Carlisle City Council); Claire Rankin (Parish Liaison Officer, CALC)

**Date:** 12/11/2012

**Review Date:** 12/11/2013

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**Commitment(s):**

- 1) **Commitment:** The District Council and Parishes will work together to ensure that Parish Councillors understand and are informed around the District Council's statutory functions.

**Frequency:** As required.

**District Responsibilities:** Provide training events and or briefings, working in partnerships, for Parish Councils on topics that relate to the Principal Authority's statutory functions, particularly where legislation around such topics changes.

**Parish Responsibilities:** To support and attend such training as and when it is provided. To proactively request such education / events through the City Council's Director of Community Engagement – but understanding that such events may



need to be arranged inline with available time and resources.

.....

**2) Commitment:** To ensure that Parish Councillors and Clerks have the opportunity to take part in and benefit from the City Council's internal training and member development programmes.

**Frequency:** Ongoing

**District Responsibilities:** The District Council's Organisational Development Manager will ensure that Parish Clerks receive the City Council's training directory and schedule when it is produced – and ensure that Clerks and Councillors have the opportunity to take part in such training.

**Parish Responsibilities:** The CPCA will promote take-up of this opportunity and all parishes support and attend such training as far as possible. If places are booked on any event and cannot be fulfilled delegates will formally cancel their attendance giving the District Council's Organisational Development Manager as much notice as possible.

.....

**FORMAL RESPONSE to the PARISHES  
following the end of the Consultation Period**

Dear

As you may be aware, the Parish Charter and its Formal Agreements were agreed in draft at the Joint City Council and Parish meeting on 5th December. They were then sent out to the Parishes for a formal consultation period which finished on 20th February.

I would like to thank those who provided us with comments and those in the Parishes, who have contributed to the process of the drafting of the Charter. The responses to the consultation were broadly positive and the draft Charter will now be taken forward for formal signing off by both the City Council and the Parish Councils on 8th April.

Yours sincerely,

Cllr. Joe Hendry, Leader, Carlisle City Council.  
Keith Gerrard, Director of Community Engagement, Carlisle City Council



# REPORT TO EXECUTIVE

## PORTFOLIO AREA: COMMUNITIES AND HOUSING

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Date of Meeting: 11th March 2013

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Public Yes

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Key Decision: Yes

Recorded in Forward Plan: Yes

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Inside Policy Framework

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**Title: HARRABY CAMPUS DEVELOPMENT PROJECT**

**Report of: Deputy Chief Executive**

**Report reference: SD0213**

### Summary:

This report updates members of the progress made to deliver the Harraby Campus Project at the former North Cumbria Technical College site. The project is a £12.5M capital development delivering a new three form entry Primary School and Community facilities for south Carlisle.

The report outlines the development of the project, the proposed funding arrangements and the future leases and community delivery model required to deliver the new facilities and services.

### Recommendations:

In light of this report the Executive is now asked to:

- i. Note the progress on the project to date as detailed in the report, and the on-going negotiations with the County Council;
- ii. approve the release of the £1.6million over years 2013/14 – 2015/16 from the Capital Programme, as the Council's contribution towards the project, delegating responsibility for incurring any spend up to a maximum of £1.6million to the Director of Community Engagement in conjunction with the Portfolio Holder Communities and Housing; subject to the satisfactory completion of the Funding Agreement;

**Note: in compliance with section 100d of the Local Government (Access to Information) Act 1985 the report has been prepared in part from the following papers: None**

- iii. Note the draft heads of terms for the lease arrangements, delegating responsibility of the final terms to the Property Services Manager in conjunction with the Director of Governance and the Director of Resources.

**Contact Officer:** Darren Crossley

**Ext:** 7004

## **1. BACKGROUND INFORMATION**

- 1.1** This report updates members on the development of the Harraby Campus Project and requests that the Executive approve financial support to the project as laid out in the recommendations.

### **1.2 The Harraby Campus Project**

The Harraby Campus Project covers an area of 12Ha in the south of the city. The location of the project is the former North Cumbria Technology College (NCTC) site at Edgehill Road. A map of the site is included at Appendix A.

- 1.3** The project brings together a number of partners who wish to develop new school and community facilities for the residents and wider population of Carlisle.

The partners are:

- Cumbria County Council
- Carlisle City Council
- Pennine Way Primary School
- Harraby Community Association (occupiers of the current City Council owned Community Centre)

A range of other groups and organisations (such as the children's charity Barnardo's) have also been engaged in the project to ensure the project objectives include current activities and represent future aspirations and needs expressed in the local community.

- 1.4** The key objectives of the project are:

- To rebuild and expend Pennine Way Primary School on the former NCTC site. The new school will accommodate up to 90 children into the reception class and will become one of the largest primary schools in Cumbria. This increase in primary school places is a response to a predicted rise in demand for education provision in south Carlisle over the next 10 years.
- To build a new integrated community centre – sharing the same property as the school, but with a separate lease and defined access / management arrangements.
- To design and develop the new facilities so they become a fully accessible and integrated part of the local community and also provide facilities for a larger catchment area of south Carlisle.

- 1.5** It is intended that the new facility will (in total) provide the following

- 21 flexible classrooms (reception to year 6)
- Main Hall (for school use during daytime)

- Theatre / ancillary hall (this already exists and will be retained and improved)\*
- Kitchen areas (providing school meals and serving the community cafe\*)
- ICT suite (Pennine Way already has a ICT development suite)
- Nursery / crèche\* facility
- Soft play area\*
- Sure start / Barnardo's facility\*
- 4 multi use rooms (to support community activities)\*
- Community Library (to be retained and improved) and cafe\*
- Multi use gym (existing, to be improved)\*
- Changing facilities (existing, to be improved)\*
- 4 court sports hall (existing, minor improvements)\*
- Floodlit outdoor 3G pitch and five a side pens (built on the existing all weather pitch footprint)\*

A schematic drawing of these facilities is attached at Appendix B.

\* Community use facilities

## **1.6 Project Costs**

The total costs of the project are valued at £12.5M (inclusive of £1.6M for the community facilities, marked with an \* above). The project partners have entered into a selection process for a design and build project, in line with County Council procurement procedures. Laing O'Rourke have now been selected as the main contractor with Atkins being selected as architects for the development.

Work has already commenced to demolish the former NCTC site and the partners wish to commence a full design consultation process week commencing 2<sup>nd</sup> April (after the Easter bank holiday). Following this ten week design process a final building design will be approved and construction will begin. It is anticipated that the building will be completed and opened in September 2014, in time for the new school year in take.

## **1.7 Governance and procurement process (County Council)**

Cumbria County Council Cabinet have approved (12<sup>th</sup> April 2012) the demolition of the former NCTC facility and also agreed to proceed with a joint County and City project to provide school and community facilities. The County Council have also delegated responsibility to Directors to sign off a capital business case for full commencement of the project. The County Council drafted a Funding Agreement to cover this relationship in December 2012 and City officers have been working with County colleagues during this period to develop an agreement that both parties can sign.

The Funding Agreement is designed to bring clarity and certainty to the development responsibilities of both parties and the letting (or lease) arrangements that will flow from this new development. A separate lease will also be developed to reflect the designation of new facility (city / county) and lay out the provisions for the city to sub let this property to a suitably qualified and positioned community association. These issues are explored further below.

## 1.8 Land Ownership and Property issues

Land ownership interests shown on the attached plan (Appendix A) are as follows:-

- Cumbria County Council – own the freehold interest in North Cumbria Technology College (NCTC) and Pennine Way School shown edged red and green.
- Carlisle City Council – own the freehold interest in Harraby Community Centre, car parking and amenity areas edged blue.
- The Trustees of Harraby Community Association – have a leasehold interest in the Community Centre and land shown edged black and crosshatched.

The lease to the Trustees of Harraby Community Association was granted for a term of 25 years from 2000 at a peppercorn rent. The City Council is responsible for repairs, maintenance and building insurance. While there is no express provision in the lease for the Council to terminate the lease early, it is open to the Council to accept surrender of the lease from the Trustees of Harraby Community Association. The proper surrender of this lease is essential for the successful completion of this project and as such the City Council's legal team are working with the Community Association to ensure this request is completed.

Delivery of the Harraby Campus Project requires a number of arrangements between the County Council, Carlisle City Council and the Trustees of Harraby Community Association to be put in place, these are currently under development.

The proposed skeletal framework for these transactions consists of the following:-

- **Funding Agreement** – this will provide for the County to build the new scheme incorporating enhanced Community Centre facilities. This will be to an agreed design, specification, cost and timetable, with an undertaking on completion of the works, to grant a long leasehold interest of the Community Centre facility to the City Council. It will also provide for the demolition of the existing Community Centre building (if required) once the relocation has taken place.
- **Head Lease Agreement** – On completion of the development scheme Cumbria County Council will grant the City Council a long lease of the new Community Centre at a peppercorn rent. The new lease will be based on the indicative Heads of Terms proposed by the County Council outlined in Appendix C. The

precise content, nature and terms of the lease will require discussion, negotiation and agreement between the parties.

- **Agreement to Surrender/Re-grant Sub Lease** – The Trustees of Harraby Community Association will be required to surrender their existing 2000 lease for the Community Centre premises. In return a new Sub Lease will be granted to the Trustees of the Association for the new community facilities forming part of the Harraby Campus Development Project. Terms and conditions for the surrender and lease re-grant will need to be finalised between the City Council and the Trustees of Harraby Community Association. It is envisaged these terms will follow the format of the existing Centre lease, subject of course to the requirements of the overriding head lease the City will have with the County Council.

The Council has power to acquire land and property for the benefit or improvement of the area under Section 120 of the Local Government Act 1972, and the Local Government Act 2000 also provides the Council with power to do anything which it considers likely to achieve the promotion or improvement of the economic, social or environmental well being of its area.

The Council's policy on the release, disposal and letting of assets is set out in the Asset Management Plan. Assets will normally be disposed of in accordance with the provisions of Section 123 of the Local Government Act 1972, which imposes with limited exceptions a statutory duty on the Council to sell and lease assets for the best consideration reasonably obtainable. If the Council wishes to exercise its discretion and sub lease the new Community Centre facilities at a peppercorn rent or under value, as is the case with the existing lease arrangements, the consent of the Council will be required, this would be the subject of a separate report. The Asset Management Plan gives the Council flexibility over the approach to land transactions where the purpose is to deliver social, housing, economic or environmental benefits to meet agreed corporate priorities

Following completion of the Development Scheme, and the relocation of the Community Centre into the new facility, the City Council will be left with vacant and redundant premises and site. There will be a need to consider the costs and feasibility of retention, in the light of future alternative uses or disposal, and/or whether the Centre building should be demolished as part of the planned development scheme.

## **1.9 Capital funding commitment process and ongoing revenue implications (Carlisle City Council)**



In this years budget decision the City Council agreed to include this project in its capital programme. Funding has been agreed to a maximum of £1.6m and would be phased over three consecutive financial years as follows:

**13/14 £600,000**

**14/15 £500,000**

**15/16 £500,000**

The financial implications of this project are complex and there are significant issues which will need to be considered as part of the detailed discussions on the funding agreement. These include the tax status of the project, including both the VAT liability and the implications for stamp duty on the proposed lease arrangements. Any unrecoverable VAT and stamp duty liabilities would have to be met from the County Council or from the current budgetary provision of £1.6million.

It is envisaged that the lease from the County Council and subsequent sub-lease to the Trustees of the Community Association would be at a peppercorn rent, creating no additional liabilities for the Council. However the on-going running costs of the new Community Centre, which is yet to be determined, would have to be met from the Community Association, with no increase in the level of revenue support provided by the City Council to Harraby Community Centre, which for 2013/14 is set at £36,400. A full business case for the new Community Centre operation is still to be completed; this will include income from the sports facilities.

The proposed lease and the operational arrangements for the use of shared space will have ongoing revenue implications for service charges, rates, repair and maintenance costs, decoration and insurance. Over the coming months, these costs will be estimated and quantified to inform the MTFP and the terms of the sub-lease with the Trustees of the Community Association.

Due diligence in relation to the County's title to the land and in relation to the construction contract, e.g. warranties will be proportional and risk based, commensurate with the partnership approach that both Councils are committed to.

#### **1.10 Extended services – new community model**

Harraby Campus Project is a significant partnership between the City and County that will bring a range of benefits to local people and wider communities by making available opportunities for training, arts, sport and cultural activities.

The scope of the services to be delivered by Harraby Community Association, in relation to enhanced community facilities, i.e. sports, arts and cultural provision, is still to be defined, but is substantially more than the current. Moving forward, a programme of engagement, dialogue and capacity building with the Trustees and

Management Committee will be required to identify service delivery options and develop a full business case.

Harraby Community Association are currently exploring business model options for developing their status, capacity, capability and governance arrangements. They have retained external support to undertake this work and are keeping in close contact with city officers as they appraise their options. It is anticipated that the new community model will be completed and agreed by the Trustees before any new sub lease is signed with the City Council.

## **2. CONSULTATION**

### **2.1 Consultation to Date.**

To date significant consultation with the local community, Community Association, Together We Can project group, key partners (e.g. Barnardo's), Carlisle Leisure Limited, Carlisle College and other local stakeholders has taken place. This has taken the form of early design discussions, needs assessments, stakeholder meetings and Project Board discussions.

### **2.2 Consultation proposed.**

Further to completion of the Funding Agreement and formal appointment of Laing O'Rourke a ten week consultation programme will begin, see section 1.6 above.

## **3. RECOMMENDATIONS**

In light of this report the Executive is now asked to:

- i. Note the progress on the project to date as detailed in the report, and the on-going negotiations with the County Council;
- ii. approve the release of the £1.6million over years 2013/14 – 2015/16 from the Capital Programme, as the Council's contribution towards the project, delegating responsibility for incurring any spend up to a maximum of £1.6million to the Director of Community Engagement in conjunction with the Portfolio Holder Communities and Housing; subject to the satisfactory completion of the Funding Agreement;
- iii. Note the draft heads of terms for the lease arrangements, delegating responsibility of the final terms to the Property Services Manager in conjunction with the Director of Governance and the Director of Resources.

## **4. REASONS FOR RECOMMENDATIONS**

To enable the project to move forward in line with the proposed timetable and to release the City Council's funding contribution in line with the recommendations contained in the report.

## **5. IMPLICATIONS**

- Staffing/Resources – N/A

- Financial – This project was approved as part of the 2013/14 – 2015/16 capital programme.

This report seeks release of the capital budget of £1.6million to enable the scheme to progress. A full business case has yet to be prepared but this will need to be considered and approved by the Corporate Programme Board. The financial implications of this scheme are set out in the main body of the report and even at this early stage of the scheme, it is evident that there are many issues which require clarification and agreement before any funding is released. Therefore it is recommended that funding support be agreed and responsibility delegated to the Director of Community Engagement pending the satisfactory conclusion of the Funding Agreement. Work will continue to determine the VAT and stamp duty status of the project and future leasing arrangements in order to mitigate any tax liabilities; however any liability will have to be met from the County Council or as a first call on the £1.6million contribution. A further issue to consider is any potential changes required to the Council's Insurance provision for the scheme and new Community premises. It is envisaged that any on-going revenue costs can be met from within the current budgetary provision of £36,400.

- Legal – The body of the report highlights numerous general legal considerations; additional specific comments are as follows:

When disposing of land the Council has a duty under Section 123 of the Local Government Act 1972 to obtain the best consideration reasonably obtainable. If the Council disposes of land at less than best consideration then it requires The Secretary of State's consent before the disposal can proceed.

The General Disposal Consent 2003 allows a disposal at an undervalue if the Council considers that the disposal will help the Council secure the promotion or improvement of the economic social or environmental well-being of the area in which the Property is situate.

Where the disposal does take place at less than best consideration account must be taken of the Council's general fiduciary duty to act reasonably in the interests of the electorate and consistent with effective economic and efficient discharge of the Authority's functions.

The disposal proposed is for a Lease of a term of years (minimum of 99 years) at a nominal rent of either a peppercorn or One Pound (£1.00). The use being restricted to purposes as defined in any related planning consent.

As outlined elsewhere in this report, there are ongoing negotiations between all the parties concerned, which will continue over the coming months, in order to agree the extent of the obligations, rights, reservations and financial implications which are central to the legal interests being entered into by the contracting parties (surrenders, leases and underleases or licences – final drafts to be agreed) and which, when agreed and completed, will define the relationships between the parties and help to facilitate smooth running of this new community initiative.

In terms of the financial assistance, the Local Government Act 2000 (Section 2) provides that the Council has the power to do anything which it considers likely to achieve the promotion or improvement of the economic, social or environmental well-being of its area. The power may be used in relation or for the benefit of the whole or any part of the community or all or any persons present or resident in the Council's area. The Council is able to incur expenditure; give financial assistance to any person; and enter into agreements or arrangements with any person. In exercising the power, the Council must have regard to its Community Strategy.

- Corporate – The project sits within Priority 2 of the new draft Carlisle Plan.
- Risk Management – Key risks associated with this report are:
  - Potential for significant additional capital costs due to project delays, over runs or changes to design, construction materials etc.: This risk will be mitigated by capping the City Council contribution to a maximum of £1.6M
  - Potential for the Harraby Community Association deciding to not move to the new facilities and retaining their existing lease: This risk will be mitigated by requiring the Community Association to surrender their existing lease before any new lease with the County Council is signed.
  - Potential for significant additional revenue costs to be incurred by the Community Association as a result of undertaking a new lease on the new school site: This risk will be mitigated by developing a full schedule of fixed and variable costs (within the Community Association Business Plan) to the Community Association. This will include the new sports facilities and their potential for generating additional income.
- Environmental – N/A
- Crime and Disorder – The Community Centre will seek to support anti social behaviour and youth initiatives, making a positive contribution to reduce crime and disorder in Harraby.
- Impact on Customers – The provision of new facilities, services and a joint school and community offer is intended to improve customer access to services.

- Equality and Diversity – See below

### Impact assessments

Does the change have an impact on the following?

Equality Impact Screening	Impact Yes/No?	Is the impact positive or negative?
Does the policy/service impact on the following?		
Age	Y	P
Disability	Y	P
Race	Y	P
Gender/ Transgender	Y	P
Sexual Orientation	Y	P
Religion or belief	N	-
Human Rights	N	-
Health inequalities	Y	P
Rurality	N	-

If you consider there is either no impact or no negative impact, please give reasons:

.....

.....

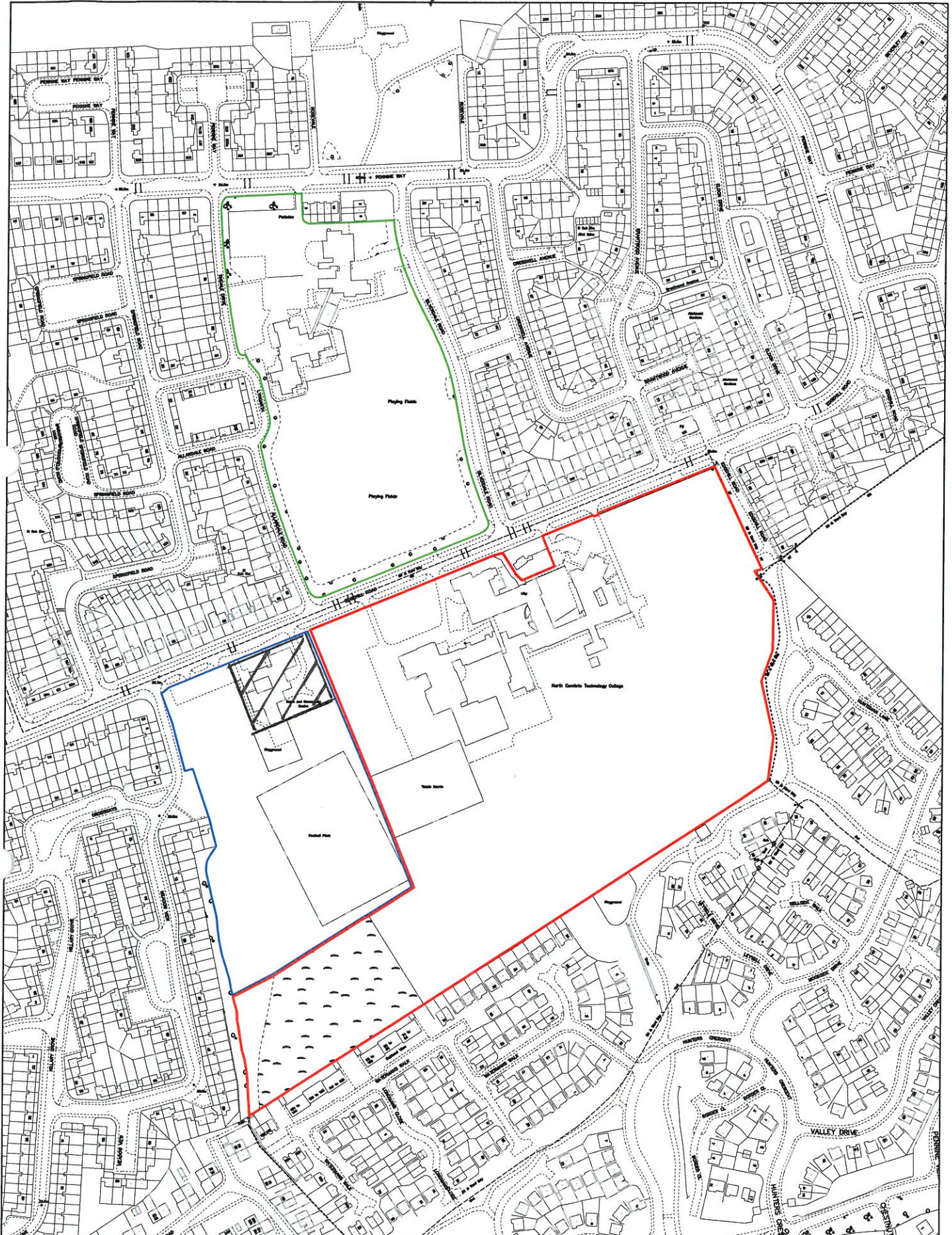
.....

If an equality Impact is necessary, please contact the P&P team.






# Haraby Campus Land Ownerships

## Appendix I



Parkhouse Building  
Kingmoor Business Park  
CARLISLE  
Cumbria  
CA6 4SJ  
Tel. 01228 673030

-  Cumbria County Council Ownership  
Approx area = 9.02Ha or 22.28ac
-  Carlisle City Council Ownership  
Approx area = 2.84Ha or 7.02ac
-  Cumbria County Council Ownership  
Approx area = 3.74Ha or 9.23ac

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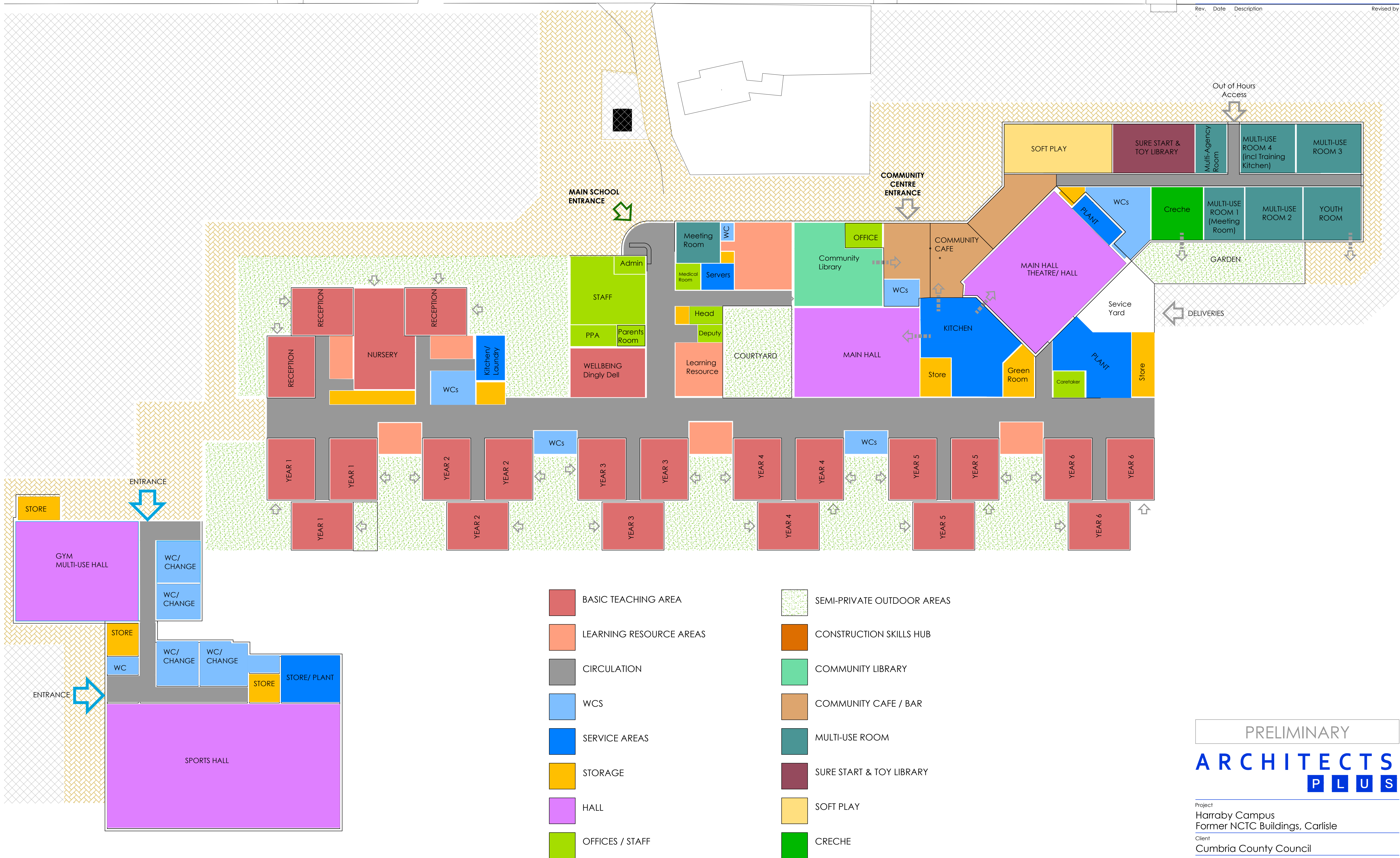
Haraby Campus Project Area, Edgehill Road, Carlisle

Drawn by DF

Scale: 1/2500 @ A3

Date: 11.12.12





# School & Community

## OPTION C - 3 Form Entry School, Theatre and Foyer retained, new Library, new Community Centre

Page 63 of 86

PRELIMINARY

# ARCHITECTS PLUS

Project  
Haraby Campus  
Former NCTC Buildings, Carlisle

Client  
Cumbria County Council

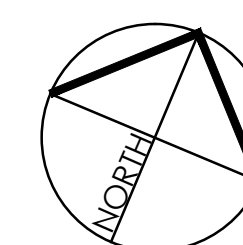
Drawing  
PHASING OPTIONS - DESIGN OPTION 4  
OPTION C

Scale	Date	Drawn	Comp.No.	Number
1:250@A1	Mar 12	CJ	P03	11065-20

ap

Architects Plus (UK) Limited  
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tel: 01228 515144  
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Registered in England No. 4221140  
email: ap@architectsplus.co.uk  
web: www.architectsplus.co.uk





## **Appendix C – Outline Long Lease – Main Terms**

### **Demise**

The precise extent of the new Community Centre facilities with associated external facilities (the Centre) will not be finalised until completion of the design process. It is intended that the Centre will be integral to the new Pennine Way Primary School (the School) and will share services and other facilities with the School.

The existing Community Sports facilities will be included in the Long Lease together with new external 3G pitches.

All the facilities shall be available for use by both the Primary School and the Community, subject to agreement on usage all acting reasonably.

### **Tenure**

99 years.

### **Consideration**

Annual rent shall be a peppercorn with no rent reviews.

### **Repairs**

On behalf of the tenant the landlord shall maintain the exterior, main structure and all building services plant and apparatus, drains; pipes etc relating to the demise, the costs thereof to be recovered from the tenant via service charge payments.

The tenant shall maintain the interior of the demise in good tenantable repair at all times.

### **Decoration**

On behalf of the tenant the landlord will be responsible for decorating the exterior of the Centre not less than once in every 7 years; the costs thereof to be recovered from the tenant via service charge payments

The tenant will be responsible for decorating the interior of the Centre not less than once in every five years and additionally in the last year of the term to the colour scheme and satisfaction of the landlord

### **Outgoings**

The tenant shall be responsible for the payment of rates and all other usual tenants' outgoing arising from the occupation of the Centre.

### **Cleaning**

The tenant shall be responsible for cleaning the Centre.



## **Service Charge**

In addition to the aforementioned items the following charges shall apply;

In relation to the maintenance of any common areas or structures the landlord will undertake the required repairs and the tenant shall pay the landlord a reasonable proportion of the costs incurred

In relation to the provision of shared services such as heating, electricity, water, telecoms security, cleaning etc, the tenant shall pay the landlord a reasonable proportion of the costs of maintaining the relevant plant and for services consumed. Where possible sub meters will be provided to facilitate payment arrangements

## **User**

The Long Lease shall contain a clause restricting the use of the Centre to Community Centre/ Community Sports purposes only.

## **Assignment and Underletting**

The Tenant may assign or sublet the whole of the Centre subject to obtaining the landlords consent. Assignment or subletting of the whole of the Centre to the existing Harraby Community Centre organisation shall be permitted. In this event the City Council shall stand as guarantor.

## **Insurance**

The Landlord will insure the Centre against fire and other major risks and shall recover the premium from the tenant as part of the service charge payments

The tenant shall obtain insurance to indemnify the landlord against any claims arising from the tenant's use of the Centre, howsoever arising, and undertakes to advise the landlord if any additional insurance is necessary having regard to the particular nature of the intended user.

The tenant shall be responsible for insurance of its own fixtures, fittings and contents.

## **Alterations**

The tenant shall not be permitted to make any structural or external alterations whatsoever. The tenant may carry out internal non-structural alterations to the Centre, (having first provided written plans and specifications to the landlord for its consideration) with the landlord's prior written consent. The tenant shall be obliged to reinstate any alterations on the determination of the Long Lease.

**Nuisance**

The tenant is not to permit or cause to be permitted any nuisance, annoyance or inconvenience to the School.

**Signage**

The tenant may erect and renew signs, markings and crests by prior written consent of the landlord, such consent not to be unreasonably withheld. The tenant will covenant to remove any signage and make good any damage to the Centre at the determination of the Long Lease.

**Exclusion of Security of Tenure**

The Long Lease shall contain an agreement between the landlord and tenant that the provisions of sections 24- 28 of the Landlord and Tenant Act 1954 will be excluded in relation to the tenancy to be created by the long Lease.

Version 12 December 2012

## INDIVIDUAL PORTFOLIO HOLDER DECISIONS

Below is a list of decisions taken by Individual Portfolio Holders acting under delegated powers:

**REF:**                **PF.003/13**        **Bach Ensemble of Kiel University**

**Decision of**    The Leader

**Portfolio**    Leader

### **Subject Matter**

To consider a request for support from the Bach Ensemble of Kiel University, Flensburg towards the cost of a concert in Carlisle Cathedral in October 2013

### **Summary of Options rejected**

Not to provide a grant to Bach Ensemble of Kiel University

### **DECISION**

That a grant of £200 from the Town Twinning budget be granted to the Bach Ensemble of Kiel University, Flensburg towards the cost of a concert in Carlisle Cathedral in October 2013. The donation will be paid through Carlisle Cathedral

### **Reasons for Decision**

To strengthen the relationship between Carlisle and its Twin Towns and to encourage relationships between organisations within the Twin Cities.

### **Date Decision Made**

21/02/2013

### **Implementation Date:**



## OFFICER DECISIONS

Below is a list of decisions taken by Officers which they have classed as significant:-

**REF:**            **OD.010/13**            **Transport, Emergency Services & Flood Management Seminar**

**Decision of**            Emma Titley, Organisational Development Manager

**Portfolio:**            Finance, Governance and Resources

**Subject Matter:**

To allow Councillor Jessica Riddle to attend the NAC Training and Development Seminar. Transport, Emergency Services and Flood Management at the Hallmark Hotel, Derby on 1-3 March 2013 at a cost of £350

**Summary of Options rejected:**

Not to attend

**DECISION:**

That Councillor Jessica Riddle be authorised to attend the NAC Training and Development Seminar. Transport, Emergency Services and Flood Management at the Hallmark Hotel, Derby on 1-3 March 2013 at a cost of £350

**Reasons for Decision:**

Appropriate event for elected Members - sufficient training budget (Labour group) to accommodate

**Date Decision Made :**            11-Feb-13

**REF:**            **OD.011/13**            **A Hand Up or a Hand Out? Welfare Reform and Implications for Local Communities Event - Member Training**

**Decision of**            Emma Titley, Organisational Development Manager

**Portfolio:**            Finance, Governance and Resources

**Subject Matter:**

To allow Councillors Prest and Luckley to attend the A Hand Up or a Hand Out? Welfare Reform and Implications for Local Communities Event at YMCA, St Helens on 26 February 2013 at a cost of £50

**Summary of Options rejected:**

Not to attend

**DECISION:**

That Councillors Prest and Luckley be authorised to attend the A Hand Up or a Hand Out? Welfare Reform and Implications for Local Communities Event at YMCA, St Helens on 26 February 2013 at a cost of £50

**Reasons for Decision:**

Appropriate event for elected Members - sufficient training budget (Conservative & Lib Dems group) to accommodate

**Date Decision Made :** 20-Feb-13

**REF:** OD.012/13 **Brampton and Beyond Community Trust**

**Decision of** Director of Community Engagement and authorised by the Director of Resources as S151 officer of the authority

**Portfolio:** Communities and Housing

**Subject Matter:**

In accordance with section 2(b) of the Council's Constitution (December 2012) Leader's Scheme of Delegation (May 2012), the Director of Community Engagement is authorised to approve Brampton and Beyond Community Trust's request for a loan advance of £6,000 from the 13/14 approved annual grant

**Summary of Options rejected:**

None

**DECISION:**

That the loan advance of £6,000 be paid from the 13/14 annual grant; to be repaid by deduction at source from the 13/14 annual grant

**Reasons for Decision:**

To enable the Trust to be financially solvent

**Date Decision Made :** 22-Feb-13

**JOINT MANAGEMENT TEAM****Wednesday, 2 January 2013****MINUTES**

<b>Present:</b>	Councillors C Glover (Chair), E Martlew, J Riddle and L Tickner
	D Crossley, A Culleton, K Gerrard, J Gooding, M Lambert, P Mason and J Meek
<b>Apologies:</b>	Cllrs J Hendry and A Quilter,

<b>JMT 167/12 – JMT minutes of previous meeting</b>
Agreed.
<b>JMT 168 /12 – Budget update following Revenues Support Grant announcement</b>
RSG announcement spreadsheet was circulated and discussed. The finance team were thanked for all their hard work.
<b>ACTION:-</b>
<b>JMT 169/12 – Carlisle Plan 2013-2016</b>
The draft Carlisle Plan was discussed and amended and will be circulated for any final changes.
<b>ACTION: S O’Keeffe</b>
<b>JMT 170/12 – Forward Plan of Executive Decisions</b>
The layout of the items on the forward plan to be discussed.
<b>ACTION: SMT</b>
<b>JMT 171/12 – Forward Plan of JMT</b>
Agreed.
<b>ACTION: SMT – items to be allocated to appropriate meetings</b>
<b>JMT 172/12 – Any Other Business</b>
None.
<b>ACTION: -</b>

## JOINT MANAGEMENT TEAM

Monday, 14 January 2013

### MINUTES

<b>Present:</b>	Councillors J Hendry (Chair), C Glover, E Martlew, A Quilter, J Riddle and L Tickner
	D Crossley, A Culleton, K Gerrard, J Gooding, M Lambert and J Meek, R Simmons and Alison Taylor
<b>Apologies:</b>	P Mason

<b>JMT 173/12 – JMT minutes of previous meeting</b>	
.Agreed.	
<b>JMT 174 /12 – Local Plan</b>	
<p>JMT were briefed on the progress of the Local Plan following the introduction last year of the NPPF. JMT were pleased that the Local Plan continued to make progress in spite of these changes. It was recognised that the Local Plan was at a key stage and the work of the cross-party Local Plan Working Group was welcomed. It was agreed that JMT would consider the Preferred Options paper at a special meeting to be arranged towards the end of February.</p> <p><b>ACTION:- Special JMT to be set up to discuss Local Plan in more depth. J Meek Arrange feedback from Local Plan Working Group. Cllr Glover</b></p>	
<b>JMT 175 /12 – Asset Review Business Plan Disposal Programme</b>	
<p>The Property Services Manager provided information on the Asset Review Business Plan Disposal Programme. He briefed JMT on the current position of assets outlined in tables 1-5. These will be updated to include re-valuations including valuations with development and also income figures. Further information to be provided as soon as possible following consideration by the Asset Management Working Group.</p> <p><b>ACTION:- R Simmons To be discussed further at special JMT (see 174/12)</b></p>	
<b>JMT 176/12 – Forward Plan of Executive Decisions</b>	
Agreed.	
<b>ACTION:-</b>	
<b>JMT 177/12 – Forward Plan of JMT</b>	
Date for special JMT needed.	
<b>ACTION: All</b>	
<b>JMT 178/12 – Any Other Business</b>	
None.	
<b>ACTION:-</b>	





## PORTFOLIO AREA: ENVIRONMENT & TRANSPORT

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**Date of Meeting:** 11th March 2013

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**Public**

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**Key Decision:** No

**Recorded in Forward Plan:** No

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**Outside Policy Framework**

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**Title:** CREMATOR WORKS  
**Report of:** The Director of Local Environment  
**Report reference:** LE06/13

### Summary:

The report identifies the need for replacement of specialist brick linings in one of 2 cremators at Carlisle Crematorium and seeks Executive approval to release the necessary funding to allow a contract to be let for the work.

### Recommendations:

The Executive agrees the release of funds from the Cremator Reserve to enable the replacement of the brick lining of cremator FT3 at Carlisle Crematorium.

**Contact Officer:** Angela Culleton

**Ext:** 7325

**Note:** in compliance with section 100d of the Local Government (Access to Information) Act 1985 the report has been prepared in part from the following papers: None

## **1. BACKGROUND INFORMATION AND OPTIONS**

The two cremators at Carlisle Crematorium were last upgraded in 2007, including the fitting of mercury abatement technology. At the time the specialist contractor, Facultative Technologies, advised that the special, heat-resistant brick linings would need replacing after approximately 5 years. That time has now elapsed for the FT3 cremator. An engineer's report based on a detailed survey of the cremators in January 2013 has confirmed the need to replace the linings.

The work will be put out to competitive tender and is likely to cost in the range £25,000 - £35,000. The work will be programmed for summer 2013 (the season of least demand on the crematorium) and will require the cremator to be off-line for a maximum of 5 working days.

The budget for cremator repairs and replacement is held in a reserve fund, set up following the replacement of the cremators in 2007.

### **CAMEO Scheme**

Under the Mercury Abatement Regulations, it is now mandatory that 50% of all cremations carried out in England & Wales are abated (in other words, mercury from dental fillings which would otherwise escape into the environment is extracted from the flue gases and recycled). In Carlisle, thanks to the installation of mercury abatement technology in 2007, 100% of cremations are abated. The City Council can therefore trade up to 50% of our cremations and a not-for-profit company, CAMEO, has been established to administer the trades on a nationwide basis. Once registered (costs £200 for 2013) the Council will receive a payment for each non-abated cremation traded. Last year there were 1,427 cremations in total so we could offer 712 (50%) of these for trading. The projected income, which we will receive as a cash payment, would be a maximum of £33,500 depending on the number of cremations traded and the agreed fee per cremation.

All income from the CAMEO scheme will also be paid into the cremator reserve fund.

### **Options**

1. Approve the funding and procure the replacement of brick linings in order to allow the crematorium to continue to operate as normal, using income from the CAMEO scheme to top up the cremator reserve fund.

2. Do nothing, resulting in FT3 becoming unserviceable and therefore reducing by 50% the crematorium's capacity and restricting the end-of-life choices available to bereaved families in the Carlisle area.

## **2. CONSULTATION**

### **2.1 Consultation to Date.**

Report from specialist contractor having conducted regular maintenance check on the condition of the cremators.

### **2.2 Consultation proposed.**

Funeral Directors will be given advance notice of the closedown while the work is carried out.

## **3. RECOMMENDATIONS**

The Executive agrees the release of funds from the Cremator Reserve to enable the replacement of the brick lining of cremator FT3 at Carlisle Crematorium.

## **4. REASONS FOR RECOMMENDATIONS**

Cremator FT3 has reached the end of the predicted life of the specialist, firebrick lining and a technician's report has identified the urgent need to replace these linings. The Cremator Reserve fund is available for this purpose. It will be topped up by income from the CAMEO scheme once it goes live later in 2013.

## **5. IMPLICATIONS**

- Staffing/Resources – No impact
- Financial – The Cremator Reserve stands at £69,400 (31 March 2012) and the use of this reserve, as outlined in the report, is in line with Council policy. Management of the reserve rests with the Director of Local Environment; release of funds requiring approval of the Executive. If approved the 2013/14 revenue budget will increase by up to £35,000 to fund the work, financed from the earmarked reserve.
- Legal – As stated within the Report, the contract should be let, subject to appropriate terms and conditions, following a procurement process in accordance with the Council's contract procedure rules.
- Corporate – Repairing the cremator maintains Carlisle City Council's capacity for disposal of the dead by cremation.

- Risk Management – Protects the Council's reputation as a competent authority.
- Environmental – The replacement of the linings is essential to maintain the environmental efficiency of the cremators which will be rendered unserviceable if the work is not done.
- Crime and Disorder – No impact
- Impact on Customers – Bereaved families will be forced to travel outside Carlisle for cremation services if the Council's capacity to cremate is reduced.
- Equality and Diversity – Cremation is an increasingly popular choice for bereaved families and it would their options if the service was to be significantly impaired by the permanent closure of an unserviceable cremator.

## Impact assessments

Does the change have an impact on the following?

Equality Impact Screening	Impact Yes/No?	Is the impact positive or negative?
Does the policy/service impact on the following?		
Age	No	
Disability	No	
Race	No	
Gender/ Transgender	No	
Sexual Orientation	No	
Religion or belief	No	
Human Rights	No	
Health inequalities	No	
Rurality	No	

**If you consider there is either no impact or no negative impact, please give reasons:**

Cremation is a popular end-of-life choice for many bereaved families and individuals and it is important that this option continues to be available in Carlisle at the appropriate ratio (1 cremator per 1,000 deaths per annum). In the case of the area served by Carlisle Crematorium the death rate is approximately 2,000 per annum meaning that 2 cremators are required in order to support the service. Not maintaining the cremators would have a significant negative impact; to carry out the work as per the recommendation above maintains the status quo and therefore has no impact on services, customers or the Council.

**If an equality Impact is necessary, please contact the P&P team.**





## PORTFOLIO AREA: ENVIRONMENT & TRANSPORT

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**Date of Meeting:** 11th March 2013

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**Public**

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**Key Decision:** No

**Recorded in Forward Plan:** Yes

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**Inside Policy Framework**

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**Title:** KINGMOOR NATURE RESERVE

**Report of:** The Director of Local Environment

**Report reference:** LE 07/13

**Summary:** : The proposal is to declare Kingmoor South Nature Reserve, as a Local Nature Reserve pursuant to Section 21 of the National Parks and Access to the Countryside Act 1949 which gives local authorities in consultation with Natural England the power to designate LNR's.

**Recommendations:** That Executive consider and approve the proposals to declare the land in its ownership, Kingmoor South Nature Reserve, Carlisle as a Local Nature Reserve pursuant to section 21 of the National Parks and Access to the Countryside Act 1949.

**Contact Officer:** Angela Culleton

**Ext:** 7325

## **1. BACKGROUND INFORMATION AND OPTIONS**

### **Site history and information**

Kingmoor South Nature Reserve is approximately 34 Hectares and is bounded to the south by Kingmoor Road, to the west by Kingmoor Park South (a strategic employment site), to the east by Lowry Hill Road and to the north by Kingstown Industrial Estate. The wooded area in the east and north of the site is designated as a County Wildlife Site. (This is a Cumbria Wildlife Trust designation. Please see site plan in appendix 1. The site was last surveyed by the Trust in 1999). The site is identified as a Primary Leisure Area in the current Local Plan.

The history of the site goes back a long way from the days when it was known as the 'King's moor' and it was granted to the citizens of Carlisle by Edward III in 1352. The reserve is the original venue for the world's oldest surviving horse racing prize which dates back to 1580, the 'Carlisle Bells'. The area was dedicated as a Nature Reserve in 1913 and is now the largest area of woodland left in Carlisle.

Many different habitats are present within the reserve. The main land use is pasture (22.71 ha) which are tenant farmed fields. The wooded compartments of the site form a U– shape around these fields. The woodland blocks vary in age from the mature Oak and Beech planted as part of the Enclosure Act of the 18<sup>th</sup> century, to the naturally regenerated Silver Birches along the Lowry Hill boundary, Willow Carr near to the Kingstown Industrial Estate and the relatively newly planted 20 year old coppiced woodlands.

The variety of habitats on the site include still and flowing water, wildflower meadows, woodlands, hedgerows and green tracks. Amongst the many species of wildlife found within the reserve are Great Crested Newt, Greater Spotted Woodpecker, Nuthatch, Tree Creeper, Squirrel, Hedgehog and Fox.

Kingmoor South has been managed as a nature reserve for many years, the site being managed for both leisure use and nature conservation. A number of volunteer groups work regularly within the reserve carrying out ecological work. The site also has a "Volunteer Warden", who patrols the site regularly helping to keep it tidy and well maintained and letting Green Spaces staff know of any problems.



## How does this fit in with corporate priorities?

- The declaration encompasses the values of Carlisle City Council's Corporate Plan by increasing peoples pride and respect in their local area, and improving the quality of the local environment.
- The declaration also ties in very well with the Green Infrastructure Strategy, contributing towards Carlisle being a 'Big Green City' for all four of the core benefits. These include improving the image and perception of the city, by having a well publicised Local Nature Reserve contributing towards making the city a gateway to the surrounding area, with better access and interpretation for tourists and residents.
- Local Nature Reserves also help local authorities meet [Local Biodiversity Action Plan](#) (LBAP) and sustainable development targets. In particular some species named in the Cumbria Biodiversity Action Plan are found present at Kingmoor South Nature Reserve, including Bat species, Great Crested Newt and Damselfly and also one habitat, Wet Woodland.

## 2. CONSULTATION

### 2.1 Consultation to Date.

Natural England (the Government's statutory adviser on wildlife conservation) have been consulted and are in full support of the recommendation. Please see appendix 1.

Environment and Economy Overview and Scrutiny Panel considered the proposals at their meeting of the 28<sup>th</sup> February 2013. The Panel supported the proposal and made the following comments

- Requested a public notice be placed on the road East of the Nature reserve
- That the opportunity to apply for landfill tax credit scheme funding for pathways and improvements in the Nature reserve be followed up
- To maximise the use of volunteers from a broader range of local organisations including local schools.

### 2.2 Consultation proposed.

A public notice will be displayed in the information boards on site at Kingmoor Nature Reserve and a public notice published in the press. Further to feedback from Environment and Economy Overview and Scrutiny Panel, a public notice will also be placed on Lowry Hill Road, east of the site.

### **3. RECOMMENDATIONS**

- 3.1** That Executive consider and approve the proposals to declare the land in its ownership, Kingmoor South Nature Reserve, Carlisle as a Local Nature Reserve pursuant to section 21 of the National Parks and Access to the Countryside Act 1949.

### **4. REASONS FOR RECOMMENDATIONS**

#### **4.1 Benefits of declaration to a Local Nature Reserve**

The benefits of the declaration to Kingmoor South and the city of Carlisle would be:

- Increasing people's awareness and enjoyment of their natural environment.
- Provide an ideal environment for everyone to learn about and study nature.
- Help build relationships between local authorities, national and local conservation organisations and local people.
- Protect wildlife habitats and natural features.
- Offer a positive use for land which local authorities would prefer was left undeveloped
- Make it possible to apply bye laws which can help in managing and protecting the site.
- Would raise the profile of the site, nationally, encouraging more people to visit both the site and Carlisle.
- Contact with nature is important for people's well-being and quality of life, and everyone should be able to enjoy this contact in safety, without having to make any special effort or journey to do so.
- Because Local Nature Reserve is a statutory designation, it is a very clear signal to a local community of the local authority's commitment to nature conservation.
- Natural England recommends that there should be 1ha of Local Nature Reserve space per 1000 people in England, and so with Carlisle only having one other Local Nature Reserve, we can help meet this target.
- Increased potential for attracting external resources.

### **5. IMPLICATIONS**

- Staffing/Resources – Positive impact. Management of the site will continue as previously but it may be possible to secure external funding on the back of LNR designation. There will be a new requirement for a management plan for the site. This management plan is already in place and therefore will not have any staffing implications.

- Financial – With the exception of minimal advertising costs, which will be funded from existing base budgets, there are no financial implications of designating the Kingmoor South Nature Reserve, as a Local Nature Reserve.
- Legal – Power to designate land owned by a district council is by virtue of National Parks and Access to the Countryside Act 1949.

Section 21 (Establishment of nature reserves by local authorities) provides that,

*“(1) The council of a county or county borough or district planning authority shall have power to provide, or secure the provision of, nature reserves on any land in their area (not being land held by, or managed in accordance with an agreement entered into with the Nature Conservancy Council as to which it appears to the council expedient that it should be managed as a nature reserve.”*

Legal have advised on and will assist with the procedural steps outlined in the body of the report (including consultation and formal notification) will follow any formal recommendation.

- Corporate – Establishes the site as a Local Nature Reserve and contributes to the green infrastructure.
- Risk Management – Positive impact in protecting this historic site.
- Environmental – Positive impact in protecting the woodland habitat.
- Crime and Disorder – Minimal impact but may assist in promoting the aims of the Wildlife & Countryside Act (1981) in protecting wildlife habitats.
- Impact on Customers – Positive. Promotes the benefits of Local Nature Reserves as places for informal recreation and wildlife observation.
- Equality and Diversity – Positive. Promotes access for all residents to this site of local wildlife significance.

## Impact assessments

Does the change have an impact on the following?

Equality Impact Screening	Impact Yes/No?	Is the impact positive or negative?
Does the policy/service impact on the following?		
Age	No	
Disability	Yes	positive
Race	No	
Gender/ Transgender	No	
Sexual Orientation	No	
Religion or belief	No	
Human Rights	No	
Health inequalities	Yes	Positive
Rurality	Yes	Positive

If you consider there is either no impact or no negative impact, please give reasons:

The designation of the Local Nature Reserve helps to ensure the site is freely accessible for all, including provision of level paths suitable for wheelchairs. It provides a safe environment for healthy exercise and helps to blur the distinction between urban and rural communities.

If an equality Impact is necessary, please contact the P&P team.

## Location of Kingmoor South Nature Reserve within Carlisle and site map

