

Public Document Pack

Date of meeting **Wednesday, 5th March, 2014**

Time **7.00 pm**

Venue **Committee Room 1, Civic Offices, Merrial Street,
Newcastle-under-Lyme, Staffordshire, ST5 2AG**

Contact **Julia Cleary**

Cabinet

AGENDA

PART 1 – OPEN AGENDA

- 1** **Apologies**
- 2** **DECLARATIONS OF INTEREST**
To receive declarations of interest from Members on items included in the agenda.
- 3** **MINUTES** **(Pages 1 - 4)**
To consider the minutes of the previous meeting.
- 4** **Keele Golf Centre** **(Pages 5 - 18)**
- 5** **Local Plan Update** **(Pages 19 - 30)**
- 6** **Renewal of Microsoft Software Licensing** **(Pages 31 - 38)**
- 7** **Case Management Policy for Councillors - Unacceptable
Behaviour & Actions by Members of the Public** **(Pages 39 - 50)**
- 8** **Commercial Waste (Keele)** **(Pages 51 - 54)**
- 9** **Irrecoverable Items** **(Pages 55 - 56)**
- 10** **EXCLUSION RESOLUTION**
To resolve that the public be excluded from the meeting during consideration of Appendix A and Appendix B to the Irrecoverable Items report because it is likely that there will be a disclosure of exempt information as defined in Paragraphs 1 and 3 in Part 1 of Schedule 12A of the Local Government Act 1972.
- 11** **Irrecoverable Items - Restricted Appendices** **(Pages 57 - 64)**
- 12** **URGENT BUSINESS**
To consider any business which is urgent within the meaning of Section 100B(4) of the Local Government Act 1972.

Members: Councillors Mrs Beech, Kearon, Snell (Chair), Turner, Stubbs (Vice-Chair),

Williams and Mrs Shenton

PLEASE NOTE: The Council Chamber and Committee Room 1 are fitted with a loop system. In addition, there is a volume button on the base of the microphones. A portable loop system is available for all other rooms upon request.

Members of the Council: If you identify any personal training/development requirements from any of the items included in this agenda or through issues raised during the meeting, please bring them to the attention of the Democratic Services Officer at the close of the meeting.

Meeting Quorums :- 16+= 5 Members; 10-15=4 Members; 5-9=3 Members; 5 or less = 2 Members.

Officers will be in attendance prior to the meeting for informal discussions on agenda items.

CABINET

Wednesday, 5th February, 2014

Present:- Councillor Gareth Snell – in the Chair

Councillors Mrs Beech, Kearon, Turner, Stubbs, Williams and Mrs Shenton

1. DECLARATIONS OF INTEREST

There were no declarations of interest.

2. MINUTES

The leader welcomed Cllr Mrs Shenton to her first meeting of the Cabinet.

Resolved: That the minutes of the meeting held on 15th January 2014 be agreed as a correct record.

3. REVENUE AND CAPITAL BUDGETS AND COUNCIL TAX 2014/15

A report was submitted to enable Cabinet to recommend the 2014/15 General Fund Revenue Budget and the 2014/15 Capital Programme to the Full Council, meeting on 26 February 2014, following consideration of comments received from the Transformation and Resources Overview and Scrutiny Committee of 22 January 2014 and the Scrutiny Café on 14 January 2014 and following a review of the Council's balances and reserves.

It was confirmed that the report had been to the Transformation and Resources Overview and Scrutiny committee for comment three times and that feedback from the Committee had been passed to Cabinet.

Resolved: a) That it be recommended to Full Council that £278,000 be transferred out of the Contingency Reserve into the Renewals and Repairs Fund (£100,000) and the Insurance Fund (£178,000).

(b) That it be recommended to Full Council that £65,000 of transitional costs in relation to the Housing Advice Contract be met from the New Homes Bonus Reserve.

(c) That it be recommended to Full Council that £86,000 be transferred out of the Renew Reserve into the Contingency Reserve.

(d) That the 2014/15 General Fund Revenue Budget and the Capital Programme 2014/15 as detailed in the report to Cabinet dated 15 January 2014 be recommended to Full Council for approval with the addition of the proposal outlined in paragraph 4.8 in respect of Keele Golf Course.

(e) That the fee for 2014/15 in relation to a Scrap Metal Dealer Collectors Licence be £150.

4. BUDGET PERFORMANCE MONITORING REPORT QUARTER 3 2013-14

A report was submitted to provide Cabinet with the Financial and Performance Review, 2013/14 First Three Quarters (April -December).

Members were very pleased with the figures at 1.4.1 which related to levels of street and environment cleanliness and the fact that the average number of sick days per employee had also decreased.

There was a favourable variance of £9000 and no new adverse variances had been identified.

Resolved: That the contents of the report be noted and that the Council continues to monitor and scrutinise performance alongside finances

5. NEWCASTLE CAPITAL INVESTMENT PROGRAMME

A report was submitted that reviewed the projected capital expenditure requirements over the four year period 2015/16 to 2018/19 and the resources likely to be available to finance this expenditure. A number of different strategies would need to be developed to deal with these financial challenges.

Resolved: (a) That the contents of the report and appendix be noted.

(b) That strategies are developed to find solutions to meet the financial challenges in respect of the medium term capital expenditure requirements.

(c) That a cabinet panel be developed to oversee the process required.

6. NEWCASTLE GREENWAY

A report was submitted providing further information to the Cabinet in relation to gates and other barrier/access provision necessary to complete the scheme to improve the cycle route along the Newcastle Greenway (former Silverdale mineral line).

The report also sought the approval of the Cabinet for the gates and other barrier/access provision where they are located on Borough Council owned land.

Members agreed that this was a great piece of work and that no capital expenditure would be required from the Borough Council. Some concern was however raised in relation to any reviews that could be carried out by the County Council should anti-social behaviour problems re-emerge. Assurances were being sought regarding this and it was hoped that the County would commit to taking certain steps if complaints were received.

Resolved: (a) That the information be received

(b) That the complete scheme be approved, including the gate, barrier and access provision as detailed in the report.

(c) That members concerns regarding action by the County Council should complaints be received be noted.

7. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS PROTECTION POLICY

A report was submitted to advise Cabinet of the role of the Borough Council in safeguarding children and vulnerable adults.

The report sought Cabinet approval for the adoption of the Safeguarding Children and Vulnerable Adults Protection Policy in Newcastle-under-Lyme.

It was emphasised that this was a living document and was an example of real partnership working for which members thanked Officers in the Business Improvement and Partnerships team.

Members agreed that it was a vital document that needed full member backing and compliance with and therefore agreed that it be referred to the Active and Cohesive Overview and Scrutiny Committee for it to oversee the implementation of the policy and that the issue of member training on the policy be considered by the member Development Panel.

Resolved: (a) That the Safeguarding Children and Vulnerable Adults Protection Policy be approved for introduction and delivery in the Borough.

(b) That the Active and Cohesive Overview and Scrutiny Committee oversee the implementation of the policy.

(c) That the Member Development Panel consider member training in relation to the Policy.

8. CONCURRENT FUNCTIONS

A proposal was presented to Cabinet for a review of the existing funding arrangements dedicated to parish/town council concurrent functions.

Concurrent functions were services which could be carried out by the Borough Council but were also within the statutory remit of a parish or town council. The services were discretionary and there was at present no comprehensive and definitive list of such services.

Resolved: a) That Cabinet notes the contents of the report

b) That Cabinet supports a review of existing arrangements for concurrent funding of parish/town councils and requests that the Transformation & Resources Overview and Scrutiny Committee undertake such a review in order to report back to Cabinet in time for implementation of a revised scheme for 2015/16.

9. HS2 PHASE 2

A report was submitted to advise Cabinet of a letter sent by the Leader of the Council to the Leader of Stoke-on-Trent City Council concerning the City Council's response the Government's High Speed 2 Route Alignment (Phase 2).

Resolved: a) That the actions taken be noted.

b) That the HS2 Working Party be asked to meet with representatives of the City Council to receive details of the City Council's proposals and to give full

consideration to the possible implications of this alternative proposal for the Borough and to then report back to Council.

COUNCILLOR GARETH SNELL
Chair

REPORT TO CABINET

5th March 2014

KEELE GOLF COURSE – future use strategic options appraisal

Submitted by: Executive Director, Regeneration & Development

Portfolio: Primarily Planning and Assets, (as a lease disposal / property issue);
Also Leisure, Culture and Localism; Economic regeneration, Business and Town Centres and; Finance and Resources.

Ward(s) affected: Directly - Keele, Silverdale and Parkside; indirectly – all wards

Purpose of the report

To provide members with information about the range of options available for the future use and/or development of the Keele Golf Course and to seek a decision from members about their preferred option for implementation.

Recommendation

- a) That officers be authorised to engage with nearby/adjacent land owners with a view to jointly commissioning a comprehensive master-planning exercise, involving Borough Council owned land in the area in order to establish the most appropriate long term use for the Keele Golf Course site.
- b) That officers report back on the outcome of the land owner engagement process and to seek approval for a two stage master planning exercise beginning with a scoping report to identify its physical parameters, with any budgetary approval being sought from Council as necessary.
- c) That officers be authorised to undertake a limited maintenance regime on the basis described in the report until the outcome of the master planning exercise is known.
- d) That officers be authorised to undertake security measures described in the report.
- e) That officers be authorised to see expressions of interest in some form(s) of interim use for a period of up to three years.
- f) That officers keep under review the holding costs attributed to the Keele Golf Course and take all appropriate steps to minimise the same.

Reasons for the recommendations

To enable strategic and robust medium to long term arrangements to be made in respect of the Keele Golf Course facility in light of corporate and service priorities and taking due account of the Council's Medium Term Financial Strategy and future known Capital Programme demands.

1. Background

- 1.1 Members received reports at Cabinet Meetings in May and October of last year relating to a procurement process that was intended to secure a commercial operator to take a 25 year lease for the operation and management of municipal (pay-as-you-play) golf at Keele Golf Course. RMW Golf Ltd was

selected as the preferred operator and resolutions were made at the October Cabinet meeting to that effect.

- 1.2 At the Cabinet meeting in January 2014 members received information confirming that RMW Golf Ltd were unable to deliver the project on the basis set out in their tender submission. As a consequence Cabinet resolved that the course should be closed for the foreseeable future and that officers should report back to the earliest available meeting with advice and information about the medium to long term options for the site.

2. Issues

- 2.1 Whilst the outcome of the lease tendering process is disappointing, it does present an opportunity for the Council to undertake a thorough review of alternative uses for the site in the knowledge that unsubsidised municipal golf appears commercially unviable (without either investment and/or subsidy from the Council).

- 2.2 In order that this matter can be subjected to a strategic, balanced and objective review, it is considered appropriate to follow the broad process which is set out in the approved Asset Management Strategy. In summary, the key considerations are as follows:-

(a) Strategic Context

- Council Plan priorities;
- Need/demand for municipal golf at this location and service delivery context, and;
- Corporate finance and resource context

(b) Tactical/Operational Context

- Analysis of recent performance of the golf course, and;
- Assessment of site condition and investment requirements

(c) Delivery

- Options analysis
- Preferred option

- 2.3 These considerations are addressed in the remainder of this section and at section 3.

2.4 Council Plan Priorities

- 2.4.1. This section considers the other key strategic priorities relevant to the future use and/or development of the Keele Golf Course and should be read in conjunction with section 5.

- 2.4.2 As members will be aware, the Council Plan identifies four strategic priorities. Whilst it could be argued that the options have the potential to impact against all such priorities, it is considered that those relating to “A Healthy and Active Community” and promoting “A Borough of Opportunity” are the most pertinent with the promotion of “A Clean, safe and sustainable borough” also resonating.

2.4.3 These strategic priorities raise issues such as:

- Promoting the health and well-being of residents;
- Tackling crime and anti-social behaviour and;
- Promoting economic growth (including housing).

2.4.4 Additionally the Council's Town Planning responsibility reflects the importance of establishing and maintaining sustainable communities (i.e. providing housing choice, employment opportunities, community/leisure facilities, access to open space and enabling economic growth, etc.).

2.4.5 The Council has decided to embark on the preparation of a new joint Local Plan with the City Council that will identify strategic sites for both housing and employment. Housing site provision will be particularly important, not only to address the current deficit in the five year housing land supply but also because the Council has evidence that it will find difficulty in meeting its objectively assessed housing needs within the built up areas of Newcastle/Kidsgrove.

2.4.6 Further to the previous two paragraphs is the significance of the golf course's current designation as Green Belt.

2.5 **Need/demand for municipal golf provision at this location / service delivery context**

2.5.1 There is evidence that golf participation has continued to decline over a number of years and this trend has shown no signs of changing even in the context of modest improvement in economic conditions, although there have been pockets of increased participation by the 65 years and over (as measured by Sport England's recent Active People Survey). However, of most concern is the fall in participation by younger people and in particular by those from lower socio economic groups.

2.5.2 This has created a position locally whereby there are too many courses for the number of players and consequently 2013 has seen two further golf courses in the area close (Gorsty Hill and Izaak Walton). There still remain some 14 courses accessible to Borough residents and these remaining courses are very competitive on price, as they seek to attract and retain players. The effect on Keele Golf Course has been that the membership has remained low, only peaking at 40 members during the summer and reducing to 30 members by the beginning of December 2013 at end of our interim course management arrangements. Patronage of the course over the summer was relatively flat, despite it being a generally good period of weather. Consequently income was insufficient to cover operating costs, or tackle any of the investment needs at the course.

2.5.3 The following table summarises the nearest courses to Keele. All fall within a 30 minute drive time and offer affordable golf through a monthly membership, in most instances, without a joining fee.

| Golf Course | Distance from Keele |
|--------------------|----------------------------|
| Newcastle | 1.5 |
| Wolstanton | 2.5 |
| Trentham Park | 4.0 |
| Onneley | 4.3 |
| Trentham | 4.8 |
| Burslem | 5.3 |

Other courses still within easy access of the Borough's residents include:

Malkins Bank
Wychwood Park
Stone (9 hole)
Alsager
Astbury
Westwood (Moorlands)
Leek, Birchall
Greenway Hall

2.5.4 In summary, with some 14 courses being available locally, there would appear to be an oversupply of courses in relation to the numbers of people playing the game of golf. In the absence of any service demand from the Council's perspective it would be difficult for the Council to justify any capital or revenue investment into the ongoing provision of municipal golf.

2.6 **Financial/Resources Context**

2.6.1 The Council has an approved Medium Term Financial Strategy (MTFS) which makes no provision for any ongoing subsidy to facilitate the provision of municipal golf at this location. On the contrary – it assumes a modest annual rental income of £30k per annum. Furthermore, by the time of your meeting the Council will have approved a revenue budget for 2014/15; the latter sets an annual budget that is consistent with the MTFS (i.e. no provision of subsidy to the Keele Golf Course).

2.6.2 **Capital Funding**

There is no provision in the current capital programme for investment in the Keele Golf Centre. In terms of the wider context of the Council's medium term capital investment programme, members received a report at the last Cabinet meeting which highlighted the scale and nature of future known investment pressures; it is noteworthy that, despite learning through the lease tendering process that Keele Golf Centre requires about £0.5m of expenditure, it was not identified in that report. That report highlights the fact that, against a backdrop of very limited capital funds, the Council will have to prioritise future capital investment because of the substantial known demands on the programme. The preparation of the said report marks the beginning of a more rigorous process of capital investment planning where future demands will be evaluated against strategic priorities. The analysis in this report highlights the fact that future investment in Keele Golf Course is not considered to be a strategic priority.

3. Options

- 3.1 Given the strategic policy considerations set out in Section 2, taken together with the outcome of the recent lease tendering process, it would be appropriate to undertake a wide ranging review of options for the long term use of the Keele Golf Course site.
- 3.2 The table below sets out a long list of options:

Table 1 – Long-list of options

| Options | Broad Description |
|---------|----------------------------------------------------------------------------------------------------------------------------|
| 1 | Do nothing |
| 2 | Retention of both golf courses (do minimum) |
| 3 | Retention of both golf courses (improved through investment) |
| 4 | Retention of both golf courses plus ancillary/complimentary leisure facilities |
| 5 | Alternative leisure activity(s) |
| 6 | Agricultural and/or forestry use |
| 7 | Disposal of 9 holes for housing led development with retention of 18 hole course and refurbished club house |
| 8 | Disposal of 18 hole for housing led development with retention of 9 hole golf course with complimentary leisure facilities |
| 9 | Disposal of whole site for housing led development to generate optimum capital receipt |
| 10 | Disposal of whole site for employment led development |

- 3.3 In order to assess the above options at a desk-top level it is necessary to identify a range of appropriate project outcomes and to attach a weighting to each of them. To that end the table below has been prepared taking account of the strategic policy and considerations reviewed in Section 2:

Table 2 – Outcome criteria

| Project Outcome | Weighting |
|-------------------------------------------------------------------------------------------|-----------|
| Promotion of healthy and active lifestyles (Corporate priority) | 15% |
| Strategic fit with the sport and leisure needs of the Borough | 15% |
| Contribution towards economic growth including housing (corporate priority) | 20% |
| Contribution towards the Council's MTFs | 20% |
| Contribution towards the Council's Green Spaces Strategy | 5% |
| Potential for achieving a net beneficial impact on the Council's future capital programme | 15% |
| Delivery, cost and timescale | 10% |

- 3.4 Officers have assessed each of the options against the above project outcome criteria, as summarised in the table at Appendix 1. At this stage the exercise has been undertaken at a strategic level in order to identify, in a reasonably scientific and objective manner, a short-list of options that can be reviewed in more detail, these are set out at paragraph 3.7. In summary the purpose of this analysis is to assist Members in identifying a short-list of broad options that merit further consideration. It does not seek to explicitly rule out options at this stage, it merely seeks to focus attention on the most appropriate range of options derived from this strategic options review.

- 3.5 The above said it is considered helpful to draw some simple conclusions from the short-listing process. Firstly in view of the historical use of the site (for the past several decades) it is important to record the fact that there is no evidence of overriding need for municipal golf provision at this location (or elsewhere in the Borough). Nevertheless the options analysis includes varying levels in golf provision in order that its viability and desirability can be assessed, taking account of the previous investment in the golf course infrastructure.
- 3.6 Secondly, Members are advised that there is no evidence of need for additional green space to serve local community needs (either formal, informal or semi-natural open spaces). For the sake of clarity it should be confirmed that the course does not represent functional open space in the Council's approved Green Spaces Strategy. However this would not rule out any private sector led proposals that include recreation/leisure use as part of any comprehensive treatment of the overall site (i.e. where there would be no expectation or requirement of public subsidy from either a capital or revenue perspective).

3.7 Short Listed Options

- 3.7.1 This section summarises the broad facility/development mix expected for each of the short-listed options. This will enable a high-level analysis of financial implications (both capital and revenue).
- 3.7.2 The final facility mix may be subject to change as a result of development constraints and the delivery model of the preferred scheme. Additionally it should be noted that the deliverability of any development-led solution would have to be addressed through the relevant Town Planning process in view of the Green Belt designation of the site.
- 3.7.3 Table 3 summarises the short-listed options in a little more detail in order that the a simple financial analysis can be presented.

Table 3 – Summary of short-listed options

| Option 4 – Golf plus leisure | |
|-------------------------------------|------------------------------------------------------------------------------------|
| Golf courses | 9 and 18 hole courses as existing including investment in course |
| Clubhouse | Full refurbishment of the building to enable food and drink |
| Leisure | Development of complimentary leisure and spa facilities (possibly off site) |
| University & College links | Secure beneficial relationships from leisure, conferencing and employment prospect |
| Housing | Very limited or no housing provided |
| Capital receipt/ requirement | Likely requirement of £500k |
| Revenue Impact | Risk of future revenue subsidy or modest rental income |

| Option 7 – 18 hole golf course plus housing | |
|----------------------------------------------------|------------------------------------------------------------------------------------|
| Golf courses | 18 hole course retained and subject to improvement investment |
| Clubhouse | Full refurbishment of the building to enable food and drink |
| Leisure | No complimentary leisure facilities or off-site provision |
| University & College links | Secure beneficial relationships from leisure, conferencing and employment prospect |
| Housing | 10 ha of housing to be developed delivering 300 units |
| Capital receipt/ requirement | Estimated gross receipt of £10m |
| Revenue Impact | Expectation of modest rental income |

| Option 8 – 9 hole golf course plus housing | |
|---------------------------------------------------|--------------------------------------------------------------|
| Golf courses | 9 hole course retained and subject to improvement investment |
| Clubhouse | Development of a new modest clubhouse |
| Leisure | No complimentary leisure facilities |
| University & College links | No value-added economic benefits |
| Housing | 25 ha of housing to be developed delivering 750 units |
| Capital receipt/ requirement | Estimated gross receipt of £25m |
| Revenue Impact | Expectation of little/no rental income |

| Option 9 – Housing site | |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Golf courses | No provision made |
| Clubhouse | Not applicable |
| Leisure | Not applicable; play facilities to meet needs of future residents |
| University & College links | Not applicable directly. Indirectly the provision of housing may improve the sustainability of the University from both an academic and Science Park perspective |
| Housing | 40 ha of housing to be developed delivering 1,200 units |
| Capital receipt/ requirement | Estimated gross receipt of £40m |
| Revenue Impact | Expectation of no long term revenue implications |

- 3.7.4 The above high-level options appraisal points towards there being a need for some form of development led/enabled solution which could include a leisure element (golf or other leisure activity – i.e. options 4, 7 and 8). However in view of the current Green Belt designation (affecting the whole site) it would be both difficult and inappropriate to pursue a development-led approach at this stage. As stated earlier the review of the Local Plan has commenced recently although the outcome of the process will not be known until about 2018. Any review of the Green Belt boundary (across the whole Borough) would most appropriately be undertaken through that process.
- 3.7.5 In view of the above and in acknowledgement of the fact that this options appraisal has been undertaken at a high level your officers consider that it would not be appropriate to go forward with a specific option at this time. Instead members are advised to proceed with some form of masterplanning

exercise in order to derive the optimum long term solution, whilst addressing short term operational issues.

4 Preferred Option / proposals

The need for a Masterplan

- 4.1 As indicated above your officers consider that the commissioning of a masterplan would be the most appropriate strategic long term solution for the land and this would be best derived through the Local Plan process. Whilst consideration could be given to the Golf Course site in isolation, your officers would recommend that the Council should consider working with strategic land owners in the locality with the express aim of jointly commissioning a comprehensive masterplan for the wider area. Such a plan would inform the strategic options stage of the forthcoming Local Plan.
- 4.2 Members are reminded, for the avoidance of doubt, that any such master-planning task would be undertaken by the Council in its capacity as a land owner. It is envisaged that officers would report back to the earliest available Cabinet with the outcome of any land owner engagement with a view to seeking confirmation of the scope and cost of any master-planning exercise (likely to be in excess of £100k). It is envisaged that a public/stakeholder consultation exercise would form part of any such master planning approach.

Immediate / short term measures

- 4.3 In the meantime it will be necessary to address three key issues. For the reasons set out in other parts of this report, although it is not intended to re-open the golf courses at this stage, a minimal level of interim maintenance will be necessary along with the undertaking of immediate/short term security measures. Additionally it should be noted that the Council has received enquiries from a variety of sources for interim use of the site (in whole or part). In view of the Local Plan timescale it would be prudent for the Council to take steps to minimise its holding costs by undertaking a simple process to elicit the most appropriate interim use that represents best value for money. Additionally it would minimise the use of officer resources in managing any enquiries for short to medium term uses of the site.
- 4.4 The other key task in the short to medium term is for the Council to keep the short to medium term arrangements under review with the aim of minimising holding costs.

Conclusion

- 4.5 In summary the substantive preferred option is to proceed with some form of masterplanning process in order to elicit the most appropriate overall form of use and / or development for this site (and potentially adjacent/nearby lands); the other proposals relate more to the operational consequences of such action. Your officers' advice is clear in recommending that approach because of the site's Green Belt designation and takes account of the opportunity afforded by the forthcoming Local plan to review the Green Belt.
- 4.6 However, for the sake of completeness, officers should advise Members that a different course of action could be pursued, particularly if it was felt that reviewing the long term use of the site through the Local Plan process created too much

uncertainty for too long (i.e. for the next four or five years). The main alternative would be to seek a development partner who would be prepared to take the risk and burden of preparing a scheme to take forward through the Development Management process. However your officers would advise that such an approach would carry significant risks and fail to achieve 'best consideration' from an assets valuation perspective. Additionally it would be likely create a rather incongruous public perception of the Council if it were to be associated with promoting inappropriate development in the Green Belt. Consequently your officers would not recommend taking such a course of action.

5 Outcomes Linked to Corporate Priorities

5.1 These are largely addressed in the options appraisal set out in section 2 of this report. At a summary level it should be noted that the options reviewed exhibit the potential to achieve outcomes against each of the Council's corporate priorities. The weighting of the assessment criteria set out in table 2 seeks to reflect the balance that lies between the potentially competing priorities.

5.2 Noteworthy factors that reflect in the scored options assessment (table 2) are the following:

- there appears to be questionable demand for the ongoing/future provision of municipal golf (thereby negating any contribution it makes towards the corporate priority of Healthy and Active lifestyles);
- there is no overriding need to provide additional outdoor recreation/leisure facilities in this part of the Borough (thereby no enhanced outcomes linked to both Healthy and Active Communities and the priority relating to a Clean, Safe and Sustainable Borough);
- there is no provision for either a revenue subsidy or capital investment into future municipal golf provision in this location, in either the MTFS or Capital Programme;
- the approved Asset Management Strategy and Capital Strategy identify the need for disposing of land/property which is no longer required to meet an operational or other need in order to:
 - reduce maintenance costs;
 - facilitate development needs
and;
 - generate capital receipts to contribute towards Capital Programme demands

5.3 An additional consideration for the Council, linked to the latter bullet point, is the need to take actions to promote a Borough of Opportunity with the aim of achieving economic growth (including the provision of new housing to meet identified needs). Moreover the Council, as local planning authority, has a duty to maintain a 5-year supply of land for housing. At present it has an identified supply of just over 3 years. So notwithstanding the fact that the site lies in the Green Belt (wherein there is a presumption against "inappropriate development" – the latter can be broadly defined as any form of development for purposes unrelated to agriculture, forestry or outdoor sport) this location is considered to be broadly sustainable for development (when considered in a

Borough-wide context). Of course the Town Planning process would have to test that hypothesis.

6. Sustainability implications

- 6.1 The options appraisal highlights a number of sustainability issues for the service, organisation, town and the wider environment.
- 6.2 With regard to service provision, taking account of information about the apparent lack of demand for golf and the evidence gleaned through the lease tendering process, it is clear that ongoing municipal golf provision is not sustainable financially without there being either or both a revenue subsidy and capital investment from the Council.
- 6.3 Organisationally the impact of a decision in this matter is potentially very significant. The Council is confronted by a very challenging financial outlook which could seriously affect the long term sustainability of the Authority and its ability to deliver statutory and essential services. The options analysis above seeks to address the opportunities and risks in this regard.
- 6.4 With regard to the town/borough the Council has a shortfall of housing land supply and has prioritised the need for achieving economic growth in order to achieve the aim of having sustainable communities.
- 6.5 The environmental consequences of the various options have not been assessed in any detail at this stage. Nevertheless whilst a development-led solution for the site would give rise to site-specific environmental impact the broad location is considered to be sustainable in meeting known development needs. In the event that the site were to be developed, at least in part, there would be the scope to mitigate on-site impacts.

7. Legal and statutory implications

- 7.1 The Council is not under any statutory duty as regards the provision of municipal golf.
- 7.2 The Council has a duty to achieve “best consideration” in the disposal of any land/property assets.
- 7.3 The Local Government Act 2000 (as amended) confers general powers of well-being to Councils thereby enabling them to undertake activities for the social, economic or environmental well-being of their communities.

8. Equality Impact Assessment

- 8.1 There are no such considerations arising directly from the matters addressed in this report.

9. Financial and resource implications

- 9.1 The broad financial context for this report is set out in section 2.6 above. Additionally the table at section 3.7 provide further context to assist members in understanding the high level financial/resource implications in this matter.

- 9.2 On a more specific note members are advised that should they wish to facilitate ongoing municipal golf at this location the following information should be taken into account:
- a) the likely annual revenue subsidy would be in the region of £150k per annum;
 - b) the immediate capital investment requirement in order to improve the playing condition of the course is estimated at around £50k with an additional requirement of between £250k and £500k over the next 2/3 years to address the improvement needs highlighted in the Sports Turf Research Institute report (undertaken last year) and;
 - c) the immediate capital investment requirement in respect of the Club-house and ancillary buildings is about £10k with a likely cost of up to £100k if the buildings are to be retained for the medium/long term use.
- 9.3 With the golf course reverting to the Council, whilst short-term management and maintenance costs have been negated by the decision to close the course for the foreseeable future, there will be ongoing holding costs for which no provision has been made in either capital or revenue budgets. The main revenue burden relates to National Non-Domestic Rates with the rateable value of just over £45K being apportioned at about £30K for the golf course and the balance relating to the buildings. This equates to a total NNDR liability of about £21,300p.a.
- 9.4 In the immediate short term it is proposed to take steps to secure the buildings to minimise the risk of vandalism. Additionally it would be prudent to undertake further measures to reduce the risk of trespass onto the site not least to protect the interests of the residents of the two houses on site. The estimated cost of doing these works (£10K) will have to be met from the Repairs and Renewal Fund.
- 9.5 Insofar as interim course maintenance is concerned (whilst the course remains closed) it will be necessary to balance the desirability of minimising expenditure with the longer term consequences for the golf course of implementing a minimal maintenance regime. At this stage your officers consider that the cost of cutting the grass on the course on a few occasions during the growing season would achieve a reasonable balance of these two competing objectives. Additionally it will be necessary to inspect/monitor the condition of the trees on the course. It is estimated that such a regime would cost about £5k p.a. and this cost could be met from the existing Operational Services budget (albeit at the expense of other grounds maintenance work).
- 9.6 Under a number of the options the Council could generate a capital receipt following the sale of land for development purposes. At this stage for the purposes of high-level analysis your officers have estimated the gross value of the development options based upon current land values.

| | Option 4 | Option 7 | Option 8 | Option 9 |
|-------------------------------|----------|----------|----------|----------|
| Estimated Gross value At 2013 | -£0.6m | £10m | £25m | £40m |

- 9.7 It should be noted that in the scenarios where significant amounts of development are identified the likelihood is that any disposals would be undertaken in phases thereby likely to achieve a higher overall values at the end of the process.
- 9.8 These values are considered to be realistic at the time of writing based upon known information. Of course any actual receipts will be influenced by three key factors:
- any site specific technical constraints;
 - any infrastructure investment requirements, and;
 - market conditions at the time of disposal.
- 9.9 If members agree with the recommendation to proceed with a masterplanning approach (to deliver options 7,8 or 9) members should be aware that the likely cost to the Council would be in excess of £100k (depending on the precise geographical scope and detailed nature of work). Whilst the size of the potential capital receipts are significant, at present, there is no specific budgetary provision for such expenditure.

10. Major risks

- 10.1 The most significant risk arises from the Green Belt status of the land which creates a significant impediment to the Council's ability to pursue a development-led solution to the site in the short to medium term.

11. Previous decisions/report

- 11.1 Reports to Cabinet on 22.5.2013, 16.10.2013 and 15.1.2014 along with various reports being considered at Overview and Scrutiny Committees in relation to Economic Development and Enterprise; Transformation and Resources and; Active and Cohesive Communities.

12. Appendices

- 12.1 Appendix 1 – Table showing high-level long-listing of options.

13. Background papers

- 13.1 Active People Survey (7) – published by Sport England autumn 2013

LONG-LIST OPTIONS ANALYSIS MATRIX

Appendix 1

| OUTCOME | | Healthy/active lifestyles | Strategic fit with sport/leisure needs | Economic growth | MTFS impact | Impact on N.Staffs Green Spaces Strategy | Capital receipt generation | Deliverability, cost & timescales | Totals | Short-List |
|---------|------------------------|---------------------------|----------------------------------------|-----------------|-------------|------------------------------------------|----------------------------|-----------------------------------|--------|------------|
| OPTION | | | | | | | | | | |
| 1 | Do nothing | 0 | 0 | 0 | 0 | 5 | 0 | 10 | 15 | X |
| 2 | Golf- do minimum | 9 | 6 | 4 | -4 | 3 | 0 | 4 | 22 | X |
| 3 | Golf – improved | 12 | 9 | 8 | 4 | 4 | 0 | 2 | 39 | X |
| 4 | Golf plus leisure | 15 | 12 | 12 | 8 | 5 | 0 | 4 | 56 | v |
| 5 | Alternative leisure | 12 | 9 | 8 | 4 | 4 | 0 | 8 | 45 | X |
| 6 | Agricultural/forestry | 0 | 0 | 8 | 8 | 3 | 6 | 8 | 33 | X |
| 7 | 18-hole golf + housing | 12 | 9 | 12 | 12 | 3 | 9 | 4 | 63 | v |
| 8 | 9-hole golf +housing | 9 | 6 | 16 | 16 | 2 | 12 | 4 | 65 | v |
| 9 | Housing site | 6 | 3 | 20 | 20 | 1 | 15 | 2 | 67 | v |
| 10 | Employment site | 3 | 0 | 12 | 16 | 1 | 9 | 2 | 43 | X |

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Proposed Newcastle-under-Lyme and Stoke-on-Trent Local Plan Programme

Purpose of the report

- a) To update Members on the formal stance of Stoke-on-Trent City Council in respect of the proposal to prepare a joint Local Plan in partnership with Newcastle-under-Lyme Borough Council.
- b) To seek agreement on a draft work programme for the production of the joint Local Plan, including the joint production of a new Statement of Community Involvement.
- c) To propose the establishment of a Joint Advisory Group to support the preparation of the joint Local Plan.

Recommendations

- 1) That Cabinet agree to the draft work programme for the production of the joint Local Plan, set out in the report.**
- 2) That Cabinet agree to the creation of a Joint Advisory Group to support the delivery of the joint Local Plan and that in the interests of expediency the determination of the membership and terms of reference for the Joint Advisory Group be delegated to the Director of Regeneration and Development in consultation with the Cabinet Member for Planning and Assets.**
- 3) That Cabinet agree to the preparation of a joint Statement of Community Involvement with Stoke-on-Trent City Council.**

Reasons

The Borough Council's decision to prepare a joint Local Plan was predicated on Stoke-on-Trent City Council later deciding to prepare a new joint Local Plan in partnership with Newcastle-under-Lyme Borough Council and also both Councils reaching agreement on a timetable for the preparation of the joint Local Plan. The report sets out a programme of work to facilitate the successful delivery of a joint Local Plan.

1.0 Background

- 1.1 On the 11 December 2013 Cabinet resolved to withdraw the Site Allocations and Policies Local Plan and to proceed with the preparation of a full Local Plan in partnership with Stoke-on-Trent City Council, providing agreement could be reached on a timetable for the preparation of the Local Plan by March 2014. If it was not possible to reach agreement on a timetable, which was capable of being reported to Cabinet in March, then the Borough Council would proceed with the preparation of a borough-wide Local Plan.
- 1.2 The formal stance of Stoke-on-Trent City Council was not known at the time and it was further resolved to receive an update of their position and if necessary to consider the need to establish a joint advisory group to support the governance arrangements for preparing the joint Local Plan.

- 1.3 Positive discussions have commenced with officers from Stoke-on-Trent City Council regarding the creation of a Joint Advisory Group. The outcome of these discussions is set out in section six of this report.
- 1.4 Stoke-on-Trent City Council Update
- 1.5 Stoke-on-Trent City Council formally resolved on the 19 December 2013 to proceed with the preparation of a new joint Local Plan in partnership with the Borough Council. It was also resolved that officers from both councils should work together to reach agreement on a timetable for the completion of the Local Plan and if agreement could not be reached on a timetable for the preparation of the local Plan Stoke-on-Trent City Council would proceed with the preparation of a city-wide Local Plan. Similarly, it was further resolved that if necessary consideration would be given to the need to establish a Joint Advisory Group to support the governance arrangements.
- 1.6 Stoke-on-Trent City Council's Cabinet will consider a report on 27 March, 2014 recommending that the draft programme for the production of the joint Local Plan, which is appended to this report, is agreed.
- 1.7 It is further understood that Stoke-on-Trent City Council's Cabinet will be asked to agree to the creation of a joint Advisory Group and that in the interests of expediency that the membership and terms of reference be delegated to their Director of Place in consultation with their Cabinet Member for Regeneration, Planning and Transportation.

2.0 Introduction

2.1 What the joint Local Plan will do

- 2.2 Members are reminded that the Local Plan is a development plan document, as referred to in section 38 of the Planning and Compulsory Purchase Act, 2004. Once adopted, it will replace the saved policies from the Newcastle-under-Lyme Local Plan, 2003 and the adopted joint Core Spatial Strategy.
- 2.3 The joint Local Plan will be a very much more detailed document than the adopted Core Spatial Strategy, which took almost 5 years to complete. Essentially it will have three key roles, which can be summarised as follows: Firstly it will set policies guiding the strategic direction of Newcastle-under-Lyme and Stoke-on-Trent, which will include identifying new targets for housing and jobs over a fifteen year to twenty year period. Secondly it will contain site specific allocations with the aim of directing new housing, new employment facilities, and new shopping facilities to where they are needed and will benefit local people. Finally it will set site specific and generic development management policies to be used in the determination of planning applications across the borough. It is expected that not all of the generic policies will apply equally across the area but in the main they will each help to ensure that the physical impact of development is minimised.

2.4 Local Plan Programme

- 2.5 Since the start of the new year officers at both the City Council and Newcastle-under-Lyme Borough Council have worked in partnership to draw up a timetable for production of the Joint Local Plan (the draft work programme is appended to this report) Officers from both councils have been

driven by the need to get a Plan in place, as soon as possible, not only to support the corporate objectives of each council, but also to support the development of sustainable communities and provide greater certainty to interested parties and prospective investors/developers. Officers from both authorities have therefore been committed to keeping the timescale of the programme to a minimum, but at the same time have sought to balance this with the need to allow time for the democratic process to be followed, including adequate public consultation.

- 2.6 Meaningful engagement in the production of the joint Local Plan is important not only to help the community, express their views on draft proposals but also to ensure the process is robust and can help deliver a sound plan at examination.
- 2.7 The programme deliberately takes account of optimum points in the decision making cycle to engage the public at key stages in the preparation of the Local Plan.
- 2.8 The length of time the plan takes to produce is also relevant to its examination of soundness. Given there is a large amount of evidence based assessment required to underpin the plan it is important that this does not become out of date by the time the plan gets to examination.

3.0 Policy context

- 3.1 The National Planning Policy Framework and the draft National Planning Practice Guidance contain guidance on how to prepare a Local Plan and this has been taken into account in the preparation of this report together with the legal requirements as set out in 'The Town and Country (Local Planning) (England) Regulations 2012.

4.0 Proposed programme

- 4.1 The preparation of a Local Plan is an iterative process, comprised of both non statutory stages (informal) and statutory (formal) stages. The key stages are listed below and reflect the most expedient and deliverable process. They are also typical of the process followed by many local planning authorities in the production of their Local Plans. The timescales of each stage of the programme are shown in appendix 1. Further details of each key stage, including any potential implications for the timing of the work programme are summarised in appendix 2.
- 4.2 Stages 1 to 4 reflect the guidance set out in the National Planning Policy Framework. This guidance emphasises the need to ensure the public has an early opportunity to influence the content of the final joint Local Plan before key choices are made. These stages are effectively the building blocks of the Local Plan.
- 4.3 Stages 5 to 8 reflect the statutory requirements, which are regulated by sections 19 to 26 of the Town and Country Planning (Local Planning) (England) Regulations 2012 – the Local Planning regulations. The statutory stages essentially work to test the robustness of the Plan's building blocks.

- 4.4 Pre - production
 Stage 1 – Assembly of evidence base (*required by National Planning Policy Framework*)
 Stage 2 - Statement of Community Involvement (*a requirement of section 18 of the Planning and Compulsory Purchase Act, 2004*)
- 4.5 Production
 Stage 3 - Issues and Strategic Options (*informal consultation*)
 Stage 4 - Draft Local Plan (*informal consultation*)
 Stage 5 - Publication of Final Draft Local Plan (*sections 19-20 of the Local Planning Regulations*)
- 4.6 Post - production
 Stage 6 – Submission of Final Draft Local Plan (*section 22 of the Local Planning Regulations*)
 Stage 7– Independent examination of Final Draft Local Plan by Planning Inspectorate (*sections 23-25 of Local Planning regulations*)
 Stage 8 – Adoption of final Local Plan and Policies Map by the Local Authority (*section 26 of the Local Planning Regulations*)

5.0 Statement of Community Involvement

- 5.1 While it is incumbent upon the Council to get on with the Local Plan process to avoid risking a prolonged policy vacuum the importance of the document means that it is also vitally important that sufficient time and opportunity for consultation with the public and other stakeholders is allowed.
- 5.2 It is equally important to ensure that the consultation will be done to an appropriate standard that the right people are consulted at key stages, otherwise there is a risk that the consultation will be ineffective, which is not in anyone's interest. It could also impact on the soundness of the Local Plan.
- 5.3 Both councils have an adopted Statement of Community Involvement as required by section 18 of the Planning and Compulsory Purchase Act, 2004. This Statement sets minimum standards to be met by each authority in terms of community involvement in plan making and development management decisions. It also identifies the types of people and groups that need to be involved, ways of involving them effectively and when they can get involved.
- 5.4 The examination of the joint Local Plan by the Planning Inspectorate will consider whether the plan was carried out in compliance with the adopted Statement of Community Involvement. It is therefore very important that the Statement of Community Involvement is up to date and reflects the Council's aspirations for community engagement within budgetary constraints.
- 5.5 The Borough Council's Statement of Community Involvement was adopted in 2006 and Stoke-on-Trent City Council's Statement of Community Involvement was adopted in 2007. As one would expect there have been significant changes in development management and planning policy procedures since the adoption of each Statement of Community involvement. The changes have in part been due to both legislation changes (Localism Act, 2011, the Local Planning Regulations, 2012, and the National Planning Policy Framework, 2012) and reviews of internal systems. Consequently some practices set out in the Statement of Community Involvement no longer apply in their entirety.

- 5.6 Furthermore a large number of organisations identified in the Statement's list of 'specific' and 'general' consultees have changed or no longer exist. Both lists are used to notify individuals and stakeholders of the proposal to prepare a joint Local Plan and to seek their comments on its general content. Such notification is necessary to comply with section 18 of the Local Planning Regulations.
- 5.7 Your officers, therefore, consider that it is necessary to take time to prepare a new and more up to date Statement of Community Involvement, as a first stage in the preparation of the Local Plan. This will require a stage of public consultation but unlike in the past the Statement will not have to be subject to an independent examination but can be adopted quickly once any comments on the consultation strategy have been considered.
- 5.8 Previously each document was produced separately to suit the needs and purposes of individual authorities but for the purposes of preparing the joint Local Plan it makes sense to agree a joint strategy for community involvement. This has two important advantages. It will avoid duplication of effort and should ultimately help to simplify the process of consultation. It is considered that this is possible without compromising specific local needs of both local planning authorities.
- 5.9 A joint Statement of Community Involvement will also avoid the potential for confusion at the examination of the joint Local Plan, if two separately prepared Statements are in play.

6.0 Proposed Joint Advisory Group

- 6.1 To assist in the timely delivery of the Local Plan it has been informally agreed that the establishment of a Joint Advisory Group made up of senior officers and members from both authorities should be established to support a proactive and focussed approach to strategic planning and partnership working by facilitating discussion and negotiation on strategic cross boundary priorities, including the future growth of each local authority area.
- 6.2 It is proposed that the Joint Advisory Group will meet at regular intervals during the key stages in the production of the Local Plan. The group will have no formal decision making powers but it will act in an advisory capacity to help provide a strategic overview as the plan evolves.
- 6.3 The group also has the potential to assist in demonstrating legal compliance with the duty to cooperate. The duty to cooperate is a legal duty on Local Planning Authorities, County Councils and public bodies to engage constructively, actively and on an ongoing basis to maximise the effectiveness of Local Plan preparation relating to strategic cross boundary matters.
- 6.4 Critically it would also help the Plan's preparation to be undertaken diligently and in an open and transparent manner, reducing the likelihood of successful challenges in the future by third parties.
- 6.5 The establishment of a joint advisory group would not replace the scrutiny and advisory role of the Council's Planning Committee in respect of strategic planning matters. The Planning Committee would continue to be consulted at

each key stage so that it could act as a sounding board to the issues, policies and proposals and make recommendations to Cabinet as per the existing decision making process.

- 6.6 In view of the above it is recommended that Cabinet agree to the establishment of a Joint Advisory Group and that authority is delegated to the Director of Regeneration and Development to establish the draft terms of reference and the membership of such a group in consultation with the Cabinet Member for Planning and Assets.

7.0 Major Risks

7.1 Potential for slippage in the work programme

- 7.2 The programme appended to this report is predicated on a single consultation process at each key stage. It is estimated that in the event that it is necessary to go out to consultation for a second time the timescales for the completion of each stage could lengthen by up to six months, considerably lengthening the timescale of the overall programme. The greatest risk of this happening is at the Draft Plan and Final Draft Plan stages. This risk is reduced by investing time at the beginning of the process to get the building blocks of the Plan in place. Nevertheless it should be recognised that it may well be prudent to go out to consultation on more than one occasion in order to ensure the process is robust and less open to challenge by third parties or the Planning Inspectorate.

- 7.3 Any delays in commissioning the key studies and assessments, which together form the Plan's evidence base, or unforeseen slippage in the completion of a study, could impact on the Local Plan programme.

- 7.4 Each council will require the finance in place to match fund external commissions, with potential delay to the timetable of each council if this is not available at the appropriate time.

- 7.5 At this stage it is difficult to assess the impact of other work streams on the production of the joint Local plan which may arise from time to time often with very little notice e.g. responding to consultations generated by neighbouring authorities, as well as, any duty to cooperate obligations with other neighbouring authorities. Furthermore should the Council make a decision to continue with the community infrastructure levy in the future then this will need to be done in parallel with the Local Plan and this may result in some adjustments being made to the timetable.

- 7.6 A risk assessment will be prepared to help manage the above risks.

8.0 Legal and Statutory Implications

8.1 Local development Scheme

- 8.2 The draft programme, which is appended to this report, is to be considered by Stoke-on-Trent City Council's Cabinet on the 27 March. Once the programme has been agreed by both Councils it will be necessary to update this council's Local Development Scheme. The Local Development Scheme is a statutory requirement and involves publishing information on the council's website about what plans it intends to prepare and when.

8.3 Powers to prepare Joint Plans

8.4 Local planning authorities are able to prepare a joint plan, using powers in section 28 of the Planning and Compulsory Purchase 2004 Act. There are also powers set out in Sections 29-31 of the same Act relating to the establishment and dissolution of Joint Committees, but no proposals for a Joint Committee are being made.

8.5 It is envisaged that the drafting of the joint advisory group's terms of reference and its membership details will require support from the Council's Legal and Committee services.

8.6 Duty to Cooperate

8.7 Section 110 of the Localism Act 2011 introduced a duty to cooperate. This means that local planning authorities and other public bodies must work together constructively from the outset of the preparation of a Local Plan to maximise the effectiveness of strategic cross boundary matters and planning policies. Evidence of compliance with the duty to cooperate is both a legal test and a test of soundness, in the sense that the plan will be tested on the effectiveness and deliverability of its policies. Both tests will be considered when the Local Plan is submitted for independent examination by the Planning Inspectorate and the Local Plan could fail if either test is not passed. It is worth noting that in testing compliance with the duty at examination the Inspector will assess the outcomes of cooperation. This does not mean that agreement on key policy issues must be reached but it does mean that it is necessary to do more than just consult a neighbouring planning authority.

9.0 **Financial and Resource Implications**

9.1 Members will recall that the October Cabinet report considered in some detail the financial and resource implications of going forward with a joint Local Plan and it was resolved that the financial implications of the report be addressed through the next Medium Term Financial Strategy and the respective budget-setting processes. In summary the report identified a budget shortfall over the next three financial years (£76,170 in 2014/15 and a further £9,000 in the following two financial years). At the time of writing this report officers can confirm that the budget report to Council, due to be considered at its meeting on 26 February, recommended that expenditure of £76,170 arising in 2014/15 in relation to the preparation of the new Local Plan be financed from the Contingency Reserve. A verbal update in this regard could be provided at your meeting.

9.2 It is worth reiterating the fact that this stream of work will be based on a large amount of commissioned work and on the assumption of adequate staff resources being available within the two Councils manage such a programme of commissioning. Additionally it should be noted that, given the scale and nature of the Local Plan, resources from other borough Council departments will be required to ensure compliance with all relevant corporate and service priorities.

10.0 **Equality Impact considerations**

10.1 There are no equality impacts arising as a result of this report. A Statement of Community Involvement seeks to ensure that equality impact considerations are taken into account in the preparation of the joint Local Plan. As part of the preparation of the joint Local Plan an Equality Impact Assessment will also be carried out.

11.0 Background Papers

- Newcastle-under-Lyme and Stoke-on-Trent Core Spatial Strategy
- The National Planning Policy Framework
- Draft National Planning Practice Guidance
- The Town and Country (Local Planning) (England) Regulations 2012
- Decision taken by Cabinet at the meeting held on 11 December 2013

12.0 Appendices

- Joint Local Plan Work Programme
- Key Joint Local Plan Stages

| Stage | 2014 | | | | 2015 | | | | 2016 | | | | 2017 | | | | 2018 | | | | | |
|----------------------------------------|------|---|---|---|------|---|---|---|------|---|---|---|------|---|---|---|------|---|---|---|---|--|
| | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | | |
| Pre-Production | | | | | | | | | | | | | | | | | | | | | | |
| Stage 1 - Assembly of Evidence Base | ■ | | | | ■ | | | | ■ | | | | | | | | | | | | | |
| Stage 2 - SCI & Stakeholder Engagement | ■ | | ■ | | | | | | | | | | | | | | | | | | | |
| Stage 2 - Sign-Off | | | | ■ | | | | | | | | | | | | | | | | | | |
| Stage 2 - Consultation | | | | ■ | | | | | | | | | | | | | | | | | | |
| Production | | | | | | | | | | | | | | | | | | | | | | |
| Stage 3 - Issues & Strategic Options | ■ | | ■ | | ■ | | | | | | | | | | | | | | | | | |
| Stage 3 - Sign-Off | | | | | | | ■ | | | | | | | | | | | | | | | |
| Stage 3 - Consultation | | | | | | | ■ | | | | | | | | | | | | | | | |
| Stage 4 - Draft Plan | | | | | | | | | ■ | ■ | ■ | | | | | | | | | | | |
| Stage 4 - Sign-Off | | | | | | | | | | | | ■ | | | | | | | | | | |
| Stage 4 - Consultation | | | | | | | | | | | | ■ | | | | | | | | | | |
| Stage 5 - Final Draft | | | | | | | | | | | | | | ■ | ■ | ■ | | | | | | |
| Stage 5 - Sign-Off | | | | | | | | | | | | | | | | | ■ | | | | | |
| Stage 5 - Consultation | | | | | | | | | | | | | | | | | ■ | | | | | |
| Post-Production | | | | | | | | | | | | | | | | | | | | | | |
| Stage 6 - Submission | | | | | | | | | | | | | | | | | | | ■ | | | |
| Stage 6 - Sign-Off | | | | | | | | | | | | | | | | | | | ■ | | | |
| Stage 7 - Examination | | | | | | | | | | | | | | | | | | | ■ | ■ | | |
| Stage 8 - Adoption | | | | | | | | | | | | | | | | | | | | ■ | ■ | |
| Stage 8 - Sign-Off | | | | | | | | | | | | | | | | | | | | | ■ | |
| Project Work | ■ | | | | ■ | | | | ■ | | | | ■ | | | | ■ | | | | | |
| Consultation | ■ | | | | ■ | | | | ■ | | | | ■ | | | | ■ | | | | | |
| Sign-Off | ■ | | | | ■ | | | | ■ | | | | ■ | | | | ■ | | | | | |

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Proposed Newcastle-under-Lyme and Stoke-on-Trent Local Plan programme Appendix 2: Key Stages of the Joint Local plan

Stage One – Developing a proportionate evidence base

In accordance with paragraph 158 of the National Planning Policy Framework the preparation of the joint Local Plan will involve gathering relevant up-to-date evidence about the social, environmental and economic characteristics and prospects of the plan area. The amount of evidence will be kept in proportion, and where possible the evidence, which the adopted Core Spatial Strategy is based on, will be updated, but a number of new commissions involving expert consultants will be required. It is estimated that the evidence gathering will take over two years to complete.

The timing of stage 3 - Issues and Strategic Options, reflects the need to have key pieces of evidence in place before a draft Issues and Options paper can be prepared and approved for consultation purposes. Key priorities in the first 12 months involve commissioning: a new strategic housing market assessment; a new employment land review; and a refreshed retail and leisure study. A gypsy and travellers needs assessment will also be commissioned in the first 12 months although this will not be complete until 2015.

This evidence is important to ensure that the strategies for housing and employment and other uses are integrated and take full account of relevant market and economic signals.

Stage Two – Statement of Community involvement

See section 5.0 of the Cabinet report

Stage Three - Issues and Strategic Options

This stage serves a vital role in communicating the critical strategic issues and challenges facing both local planning authority areas in terms of accommodating the level of growth required to meet local needs for housing, employment and retailing. The key issues and needs to be addressed will be identified through the evidence base.

The evidence is then used to set the context for various strategic choices to address the identified issues and needs. All proposals need to be aspirational but realistic.

Representations on a range of growth scenarios together with the implications of each scenario will be invited to help identify a set of agreed strategic priorities e.g. in relation to housing, jobs, retail, leisure and infrastructure.

The timescale, to start the public consultation on the Issues and Strategic Options reflects the fact that the evidence required to begin the process will evolve over a twelve month period.

The Statement of Community Involvement will identify who will be invited to participate at this stage, but it will necessarily involve key stakeholders so that the process of aligning public and private investment can begin at an early stage.

Stage Four – Draft Local Plan

At this stage representations are invited on draft site allocations and broad locations for development, as well as, a set of criteria based policies relating to specific site allocations and suite of generic development management policies. The policies will be used in the day-to-day decision making on planning applications, giving clear

guidance on what will or will not be permitted and where. Full Council approval will be required to enable the Plan to be published for consultation purposes.

This stage is important to provide an early opportunity for the business community, local residents and local organisations to shape the content of the Plan.

The feedback from the consultation will be used to prepare the Final Draft Local Plan for Full Council approval (by each Council) unless further public consultation is considered necessary.

Stage Five – Final Draft Plan

The fourth stage of the process is the publication of the Final Draft Plan. This is the first statutory stage and it is at this point in the process and all the subsequent stages that the consultation focuses on four statutory tests i.e. has the Plan been positively prepared, is it justified, will it be effective and is it consistent with national policy, as well as 'legal' and procedural matters.

The draft Local Plan programme assumes it will be possible to proceed to the next stage 'Submission' unless substantive amendments are required, necessitating the approval of each respective Councils' Full Council and potentially a further stage of public consultation.

Stage Six - Submission

The Final Draft Plan is submitted to the Planning Inspectorate for independent examination together with any representations made at stage five on matters of soundness and legal compliance.

Stage Seven - Examination

A Planning Inspector appointed by the Government will carry out a public examination of the Plan. This can provide further opportunities for those who have made representations at stage five to participate in the public hearing sessions that will be arranged

Stage Eight - Adoption

It is not until stage eight that the process will be finally concluded. This is when the report on the Planning Inspector's findings and recommendations will be submitted to each respective authority's Full Council and decisions are made on whether to adopt the Final Plan. The length of time allowed for adoption on the attached programme reflects the possible need to make major modifications to the Local Plan following the direction of the Planning Inspector and the need to then subject any such modifications to a period of consultation. If no such modifications are required the Local Plan could potentially be in place 3- 4 months earlier.

Agenda Item 6

NEWCASTLE-UNDER-LYME BOROUGH COUNCIL

EXECUTIVE MANAGEMENT TEAM'S REPORT TO THE CABINET

Date: 5th March 2014

REPORT TITLE Renewal of Microsoft Software Licensing Agreement

Submitted by: Executive Director (Resources & Support Services)

Portfolio: Communications, Policy and Partnerships

Ward(s) affected: Non specific

Purpose of the Report

To seek approval to renew the Microsoft Agreement and Software Assurance contract to provide the Council with Microsoft Product pricing and orders, licenses and licensing services, following a procurement exercise to appoint a certified Microsoft Reseller.

Recommendation

That the Council renews its Microsoft Enterprise Agreement and Software Assurance for the supply of Microsoft products, licensing and software maintenance for a further three years, through the procurement and appointment of a certified Microsoft Reseller.

Reasons

- (a) The Council's existing five years contract for its Microsoft Enterprise Agreement and Software Assurance expires in May 2014.
- (b) Renewing the contract ensures that the Council can continue to use Microsoft desktop and server licenses and products that comply with legal requirements, whilst taking advantage of added value services.
- (c) The Microsoft Enterprise Agreement gives the Council the best overall pricing based on the size of the organisation; is flexible with licensing and services that can be increased or decreased throughout the life of the contract and provides simplified licensing management through a certified Microsoft Reseller.

1. Background

1.1 The Council currently has approximately 540 devices¹ in use. Data and applications are supported by over 200 servers, providing access to nearly 300 applications and services which are core to the day to day business of the Authority. For all Council services, both front and back office, an element of ICT provision is always required at some point and in almost every circumstance that provision will be underpinned by a Microsoft product.

1.2 All Council owned desktop computers and the majority of the Council's servers use the Microsoft Windows operating systems. Many of the Council's core ICT requirements such as file access, print, email and productivity software (e.g. Office) are all serviced by Microsoft products. Windows Server, Exchange, Office, SQL Server and many other Microsoft products directly underpin the provision of all Council services in some way.

¹ This number includes desktop pcs and Wyse terminals (both in use and in stock), and laptops. Wyse terminals are those that do not have their own internal operating system or storage, therefore providing a higher level of security. Instead, all applications and data are accessed from servers without the user seeing any difference.

1.3 In order to legally use Microsoft products, the council has to ensure that it has the correct types and numbers of licenses in place to be able to use software published by Microsoft. Under the current arrangements, the Council purchases and maintains its Microsoft obligations through an Enterprise Agreement, provided by a certified Microsoft Reseller. This allows the Council access to Microsoft software at discounted rates. The Agreement also includes optional Software Assurance which gives the Council added value and benefits.

2. Issues

2.1 The Council's Enterprise Agreement (EA) allows the Authority to access any Microsoft Software that is to be used across the organisation at any time and to receive upgrades as they are released. On an annual basis, ICT undertakes an exercise to ensure that the Council has the correct number and types of licenses and either purchases additional licences or reduces the number of licences required. This process ensures that the Council remains legally covered and that Microsoft remains satisfied with our software asset management (SAM) processes and there are no penalties incurred, legally or financially.

2.2 The Enterprise Agreement also attracts volume discounts on full prices for purchasing software and enables flexibility for the Authority to licence its Microsoft products in the most cost effective way possible. Most licenses purchased through the Enterprise Agreement are owned by the Council and can continue to be used indefinitely; the exception being where the Council by necessity buys subscription based licenses, which incur an on-going annual fee.

2.3 Software Assurance (SA) is also currently taken as an optional, annual subscription product as part of the Councils existing Enterprise Agreement. This is designed to work alongside the Enterprise Agreement to ensure that the Council maximises the benefits of the Microsoft products in use. The main benefits of this product are:

- Use of Microsoft products at multiple locations e.g. for home/agile working.
- License mobility for supporting service continuity.
- Unlimited Internet Based User Training
- 24x7 problem resolution support
- Home Use programme².
- Rights to new software releases at no additional cost

2.4 The Council's current five year contract for the Microsoft Enterprise Agreement and Software Assurance expires in May 2014.

3. Options Considered

3.1 Option 1: Do nothing

The current Agreement and Assurance be allowed to expire in May 2014. The consequences are:

- Cessation of home or agile working unless the Council purchases a variety of additional subscription based licenses at full price for each device that accesses the Council's network. This would considerably increase the cost of remote access.
- License mobility would be lost. The Council would no longer be able to freely move its product licences between physical devices (such as servers), which would be required in a business continuity or disaster recovery situation.
- Removal of internet training access for Microsoft products. All staff and members can currently access official Microsoft Training. Cessation of Software Assurance would remove access to these training facilities which in turn would limit ICT's ability to update staff skills for Microsoft products without incurring additional cost and resource for on-site training courses.

² The Home Use Programme enables staff to obtain the latest version of Microsoft Office to use on their home computers via a low-cost download. By using the same software at home and work, they can gain skills more quickly and improve their productivity at work.

- Cessation of 24/7 support impacts on ICT's ability to resolve user issues promptly giving rise to potentially unacceptable delays.
- The Council is required to continually update its software to ensure currency as part of its Public Services Network (PSN) compliance. In addition, in many cases upgrades are released to address known security issues which, unless applied, can leave the Council's network and applications vulnerable to external attack. New licences would need to be purchased at full price to ensure that the Council continues to receive updates should the Agreement not be renewed.
- Organisations that do not have Software Assurance in place are much more likely to be regularly audited by Microsoft. Under the terms and conditions of almost all software agreements, the software publishers have the right to audit their products using their own tools and staff at any point. They may also be accompanied by members of the Federation Against Software Theft (FAST) who are legally entitled to remove any (and all) unlicensed equipment from an establishment if sufficient licensing and licensing control cannot be proven.
- the Council would be required to purchase full price licenses for all its servers, remote access facilities etc. over the three years to maintain the Council's current services. In addition the Council would need to continue with its subscription based licences as required to maintain the Council's 'virtual' infrastructure. The realistic maximum amount of time the Authority could legally opt out of software assurance is three years due to the release cycle of Microsoft software and our requirement to remain on current versions of applications which are supported and updatable. Therefore, in year three, the Council would have to enter into a new Agreement with Software Assurance at full price, estimated to be £358,533.

3.2 Option 2: Move to a Subscription Based Agreement

Microsoft now offer a subscription based Enterprise Agreement (EA) which incurs a lower cost for software introduction (not purchase), but a higher annual charge which includes the optional Software Assurance element by default. The limitations of this Option are:

- Typically, licenses acquired through a normal EA are for perpetual use licenses (once the agreement is over you own the licenses). However, the licenses granted through the subscription agreement are not perpetual use licenses so at the end of the agreement your right to use the software ends. Therefore, at the end of the subscription period customers are faced with the option of making an additional payment as a "buy out" to purchase the licences in use or lose the licensing rights.
- The Council already owns most of its Microsoft licenses in perpetuity with the exception, by necessity, of those products that are subscription based.
- The subscription based model for the Council's requirements over a three years contract is approximately £310,000 which is a considerable increase on current costs.

3.3 Option 3: Move to alternative Open Source products

ICT are committed to introducing Open Source products wherever possible and continually review these operating systems and applications to determine their suitability. ICT have already deployed 'Linux' based authentication appliances, anti-virus and email filtering systems, and shortly the Council's main Content Management System will be replaced with an Open Source alternative. The Council's telephony system is also underpinned by 'Linux' based servers³ as are the customer facing payment machines at The Guildhall and Kidsgrove Customer Service Centres.

The limitations of moving to Open Source to replace Microsoft products are:

- The majority of the Council's key business applications require the Windows operating system in order to function e.g. IDOX Uniform, Civica Financials, Northgate Revenues and Benefits, etc. These integrate directly with Microsoft software such as Word and Excel in order to produce output such as reports or template letters which are generated

³ Linux the name of an Open Source operating system.

automatically and also use Microsoft databases to store information. Open Source alternatives are not supported by these application providers.

- The longevity and development of individual Open Source systems or applications cannot be guaranteed.
- Knowledge and usability. Most users will have come into contact with a Microsoft application in their normal day to day life. Moving to Open Source on such a scale would involve intense user retraining. Not only would this incur a considerable drop in productivity, but would also be of limited use as most officers (for reasons of compatibility) would still require a Windows and Office based PC.

3.4 Option 4 Move to Cloud Based (internet) “Software as a Service” provision

Microsoft Office 365, an Office alternative which is cloud based, is licensed on a flexible, per-user per-month subscription plan with predictable annual costs—enabling us to scale the services when it makes sense. Microsoft manages the IT software and ICT control the user access rights. Investigation by ICT has highlighted the following limitations:

- Government requires a higher level of security from applications and systems to adequately protect against information loss or compromise. Many Cloud services are only accredited to HMG Impact Level (IL) 2⁴. The Council stores some information and data at HMG Impact Level (IL) 3. Although some providers are now accredited to HMG Impact Level (IL) 3 these services attract premium costs.
- Cloud Productivity software, such as Office 365, does not provide cost savings for those organisations that have already purchased and own their licenses, as is the case at Newcastle. The Council has licences for Office Professional Plus at a cost of £51.29 per user, per year. Over the three years of the contract the cost is £153.87 per user. This is because the Council already owns up to date licenses through Software Assurance. The equivalent Office 365 product is £12.70 per month, per user. Over the three years of the contract, the cost is £457.20 per user.

3.5 Option 5 Renew the Enterprise Agreement and Software Assurance

In this Option the Council renews its Microsoft Enterprise Agreement and Software Assurance (SA) with a certified Microsoft Reseller for a further three years. The benefits are:

- the reseller works on behalf of Microsoft with ICT to ensure the Council remains legally compliant with Microsoft’s complex licensing arrangements over the term of the Agreement. This avoids the need for Microsoft to audit the Council’s licensing arrangements saving considerable resource in terms of additional staff time and cost.
- flexibility in licensing. During the three year term, the Council can add to or decrease the number and type of licences it holds ensuring that costs are controlled and continue to match requirements.
- maximise added value – costs for licensing are set by Microsoft and all resellers charge the same amount for products. However, differences exist in the “value added” services which suppliers can offer. Therefore, ICT would undertake a procurement exercise in order to gain the most advantageous arrangement for the Authority.
- ensures that the Council continues to benefit from its current SA arrangements
- ensures that the Council can continue to develop or change services without this technology being a limiting factor or restriction.

4. Preferred Option

The preferred option is Option 5 for the following reasons:

⁴ HMG IL refers to Impact Level of information if it was compromised in terms of three categories: confidentiality (potential impact if it were seen by unauthorised people) integrity (potential impact if the accuracy or completeness of the information is compromised) and availability (potential impact if the information becomes inaccessible). The higher the level; the more sensitive the information.

- ensures the Council remains legally compliant with Microsoft licensing through manageable and transparent processes; avoiding the need for onsite Microsoft audits to ensure Council compliance.
- Microsoft licensing is highly complex and would otherwise require significant additional technical resource to manage in house.
- provides added value to the Council in terms of the additional benefits obtained through Software Assurance. These include the availability and usage of Microsoft products (both server and desktop) for home and agile working, which would otherwise cease.
- lowest risk option – the option mitigates against risks shown in Section 10 of the report.
- lowest annual costs based on a three-year subscription. The Council already owns most of its Microsoft licensing and therefore, in these cases, only attracts maintenance costs.
- supports business continuity and disaster recovery by enabling Microsoft licensing and software to be reallocated to replacement servers and user devices in these situations.
- based on a three-year term, with the ability to add and adjust products and online services over time, the Enterprise Agreement offers pricing advantages beyond standard license and subscription pricing. Should you add new users or devices during your agreement, you can equip them with software and cloud services you are already using and then account for these changes through an annual reconciliation process known as “True Up.” The same principle applies to reducing licenses; known as “True Down”.

5. Recommendation

It is recommended that that the Council renews its Microsoft Enterprise Agreement and Software Assurance for the supply of Microsoft products, licensing and software maintenance for a further three years, through the procurement and appointment of a certified Microsoft Reseller

6. Outcomes linked to Sustainable Community Strategy and Corporate Priorities

The outcome supports “Becoming a co-operative council which delivers high quality community driven services”, by providing up to date, manageable technology that underpins efficient front line delivery of services to our citizens.

7. Legal and Statutory Implications

Although there are none relating specifically to the report, it is a requirement of compliance with the Public Services Network that the Council keeps its ICT infrastructure up to date and secure against external and internal threat; non-compliance could critically impact the ability to deliver statutory services such as Revenues and Benefits and Elections.

8. Equality Impact Assessment

No adverse impact has been identified as a result of delivering this proposal.

9. Financial and Resource Implications

Indicative costs for the renewal of the Microsoft Enterprise Agreement and Software Assurance are outlined below. Each year ICT undertake a ‘true up’ (increase) or ‘true down’ (decrease) exercise with the Reseller to ensure that the Council’s licensing reflects actual need and takes account of any changes that have occurred in that year. This will continue to be the case for the life of the new three years contract.

Costs shown below are based on 540 device licences being required. This figure does not equate to the number of actual users employed by the Council; rather it reflects Microsoft’s complex licensing structure and definition of what a ‘Qualified Device’ is for licensing purposes. This means that the number of licenses has to take into account the number of users and accessible devices (PCs, desktop devices, laptops, remote access devices), including any that are in stock and not currently in use. This figure can only be finalised with Microsoft up to 30 days before the end of the existing

contract, i.e. at the end of April, during which time ICT will undertake a full inventory in order to provide a final figure for Microsoft and Tender purposes.

| Costs | Year 1 £ | Year 2 £ | Year 3 £ | Total costs £ |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------|---------------|----------------|
| Revenue – Software Assurance (yearly maintenance) | 77,487 | 77,487 | 77,487 | 232,461 |
| <ul style="list-style-type: none"> • Client Access Licences • Desktop Operating systems • Productivity Software • Server operating systems • Server application software | | | | |
| One off purchase of additional licenses for new devices obtained during the last 12months ⁵ | 30,823 | | | 30,823 |
| Total costs | 108,310 | 77,487 | 77,487 | 263,284 |

Microsoft no longer provides a five years Agreement. The maximum terms are two or three years. Two years agreements are disadvantaged in that they cannot be extended to three years if required. Three years agreements provide better value for money in that the costs are constant over a longer term and therefore assist in financial planning. The prices in the latest Agreement (PSA12) have been centrally negotiated by the Government Procurement Service (GPS) and represent a cost saving when compared with charges made by Microsoft to its private sector customers, or those prices which the Council could achieve independently.

Costs of £30,823 can be met from the existing allocation within ICT Development fund (Planned Projects). Revenue costs of £77,487 can be met from revised budget allocations for Microsoft Licensing for 2014/15.

10. Major Risks

The main risks identified are:

- Failure to obtain a suitable Software Assurance (SA) agreement resulting in legal action by Microsoft.
- Failure to renew perpetual SA agreement resulting in increased costs for entering into subscription arrangements or meeting the immediate costs of liabilities of existing arrangement if opting out.
- Audit of license arrangements by Microsoft and Federation Against Software Theft, resulting in additional resource and officer time being dedicated to resolving issues.
- Inability to provide remote access for staff, Members and support contractors.
- Inability to adequately support development opportunities due to software usage restrictions.
- Limitations on the Council's virtual server infrastructure cause by the absence of SA resulting in additional expense.
- Inability to utilise new technology and applications without first re-purchasing licences, which may result in extended resolution times should a problem occur which requires a software update.

⁵ Each new device requires 3 new Microsoft licenses: one for the Office suite, one for the operating system and one for access to databases (the Council's applications). The total cost shown also includes licensing for an additional email server to comply with the new PSN requirements to separate the PSN email link from the rest of the Council's network.

- Inability to train staff across the authority using on-line facilities or Microsoft allocated training vouchers – resulting in overall increased costs and greater dependency on external contractors.
- Failure to realise the added value offered by the SA elements.

A full risk assessment is available on request.

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NEWCASTLE-UNDER-LYME BOROUGH COUNCIL

EXECUTIVE MANAGEMENT TEAM'S REPORT TO THE CABINET

Date: 5th March 2014

REPORT TITLE Case Management Policy for Councillors- Unacceptable Behaviour and Actions by Members of the Public

Submitted by: Chief Executive

Portfolio: Communications, Policy and Partnerships

Ward(s) affected: Non specific

Purpose of the Report

To seek Cabinet approval of the Case Management Policy for Councillors.

Recommendation

That Cabinet approve the Case Management Policy for Councillors.

Reasons

- (a) The existing corporate Customer Case Management Policy and guidance on unacceptable customer behaviour, approved by Cabinet on 22nd May 2013, provides a guide to staff in dealing with unreasonable customers in a fair and consistent way. However, it does not specifically extend to providing guidance for councillors in dealing with unreasonable behaviour or actions by members of the public, when undertaking Council work.
- (b) A Case Management Policy specifically designed for councillors will provide guidance and support on how to deal with members of the public who display unacceptable behaviour and actions which infringe the normal relations that exist between councillors and constituents.

1. Background

1.1 The Council has adopted procedures for dealing with unreasonable complainant behaviour within its Corporate Complaints, Comments and Compliments Policy (3Cs Policy). Additionally, it has an approved Customer Case Management Policy in place which seeks to address the small number of customers who make unreasonable demands on the Council either in the way that they behave towards staff and/or Council property, or the resource that is required to deal with their demands.

1.2 Councillors have a representative role in considering the views of constituents and communicating with them. Therefore, they will normally wish to give members of the public unlimited contact to them.

2. Issues

2.1 Occasionally, a member of the public will make unreasonable demands on a councillor or display unreasonable behaviour or actions without apparent good reason, act in a manner to

cause annoyance, or infringe the normal relations which exist between a member of the public and a councillor. These circumstances are not addressed in the current Customer Case Management Policy.

- 2.2 A considered policy-led approach is to guide councillors in a clear understanding of what can be defined as unacceptable behaviour, what options for action are available, and who can authorise these actions. This information can be shared with members of the public if they start to behave unreasonably and can assist in managing their expectations and their behaviour, as far as possible, while the substance of their issue is addressed.
- 2.3 Currently there is no agreed process to manage this kind of contact between councillors and members of the public and therefore there is a risk of consistency and fairness not being maintained across all cases.
- 2.4 The Case Management Policy for Councillors attached as Appendix A, details the proposed measures to be put into place to ensure the Council deals with unreasonable behaviour in a consistent and fair way, and is in accord with the existing Customer Case Management Policy wherever possible.

3. Outcomes linked to Sustainable Community Strategy and Corporate Priorities

The outcome supports 'Becoming a Cooperative Council delivering high quality community driven services', by providing a Case Management Policy for Councillors which enhances transparency and provides consistency in their dealings with members of the public.

4 Legal and Statutory Implications

Although there are no legal or statutory requirements for the Council to adopt such a policy, it is considered good practice to provide a framework that provides for consistency and fairness in councillors dealings with these instances.

5 Equality Impact Assessment

An equalities impact assessment was undertaken prior to approval of the Corporate Complaints, Comments and Compliments Policy and this is reviewed regularly. This Policy will operate alongside the Corporate Complaints, Comments and Compliments Policy and the same equality impact assessment will be relevant to both.

6 Financial and Resource Implications

There are no financial or resource implications associated with the approval of this Policy.

7. Major Risks

There are no major risks associated with this report.

8. Earlier Cabinet Resolutions

Customer Case Management Policy, Cabinet 22nd May 2013
Corporate Complaints, Comments & Compliments Policy, Cabinet 21st May 2008
Corporate Complaints, Comments & Compliments Policy (amended), Cabinet 23rd May 2012

9. Recommendation

That Cabinet approve the Case Management Policy for Councillors, as detailed in the report.

10. List of Appendices

Appendix A: Case Management Policy for Councillors - Unacceptable Behaviours and Actions by members of the public.

Appendix B: Sample Case Management Letter.

11. Background Papers

The approved Customer Case Management Policy is available to view on the Council's Intranet site at:

http://svint/utilities_page.asp?id=SXE9B9-A78068D2

The approved Corporate Complaints, Comments & Compliments Policy (amended) is available to view on the Council's Intranet site at:

http://svint/utilities_page.asp?id=SX7874-A77FF1B0

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Case Management Policy for Councillors –
Unacceptable behaviour and actions by
members of the public

March 2014

1. Introduction

The Council is a democratic body led by councillors who are elected to represent the communities which they serve. At the heart of the democratic process is the ability for there to be free and regular contact between members of the public and their councillors.

2. Unacceptable behaviours and actions by members of the public

Councillors will normally wish to give members of the public unlimited contact to them. However, there may be occasions where a member of the public makes unreasonable demands for information without apparent good reason or where they act in a manner to cause annoyance, or infringe the normal relations which exist between a member of the public and a councillor.

The common view of unacceptable behaviour is when a member of the public is abusive either verbally or physically. However, there are other behaviours which unreasonably impact on the relationship between the member of the public and a councillor. For example, where a person makes constant requests for information without apparent good reason or where they are acting in a manner to cause annoyance without the intention of resolving their query. It is particularly this type of behaviour on which a councillor may need guidance, in order to deal with the effects on themselves and the Council. In the most extreme cases a councillor may wish to request that the Case Management Policy for Councillors be invoked.

3. What are Unacceptable Behaviours and Actions?

The following definitions are not intended to cover all possible unacceptable or difficult behaviour by a member of the public; however, they are intended to provide a clear guide to support councillors.

- Offensive or insulting behaviour – behaviour which is rude or unpleasant including repeated use of inappropriate language.
- Abusive or threatening behaviour – behaviour which is threatening or intimidating, either through the use of abusive or threatening language or a clearly threatening manner or tone intended to intimidate. Abusive or threatening behaviour is where a councillor thinks that they have been personally abused or threatened as a result of a member of the public's behaviour.
- Difficult behaviour – this can be exhibited by any person causing the councillor dealing with them difficulty for whatever reason. It is important to note that this may not be due to any unacceptable behaviour by a member of the public. This could be due to them refusing to accept a decision

made by the Council or not agreeing with a policy which is already in place.

- Unreasonably persistent contact – repeated contact with the Council raising the same issues or a variation of the same issues each time. Taking a ‘scatter gun’ approach and contacting many different councillors, services and other bodies about the same issue. Unreasonably persistent behaviour could include repeat requests for information and unreasonable or inappropriate use of the councillor’s time.
- Unreasonable demands – expecting resolution or response within unreasonable timescales. Members of the public who demand to speak with councillors which would not normally be appropriate for that enquiry/contact.
- Discriminatory - failure to afford equal respect to an individual on the basis of disability, gender, race, religion, age, sexuality and marital status.

Where the behaviour is considered to be of a criminal nature, such as harassing/aggressive behaviour that threatens councillor safety and welfare, this may lead to police involvement or legal action. In such cases, the councillor or council may not give the member of the public prior warning of this action.

4. Equality and Diversity

If a councillor is aware that a particular member of the public has a disability or may find it difficult to use the Council’s services for any reason, they should consider whether this may cause them to exhibit certain types of behaviour which might otherwise be deemed difficult or unacceptable.

If a member of the public has a disability their behaviour can still be defined as difficult or unacceptable under this procedure. However, they are advised to use reasonable adjustments when communicating with a member of the public with disabilities if appropriate. They may also wish to consider seeking advice from a relevant support organisation or statutory service provider.

5. Measures which councillors may consider where they experience unacceptable behaviour or actions by a member of the public

In situations where a member of the public’s behaviour or action has become unacceptable, it is recommended that the councillor concerned writes to the person setting out their concerns. A sample letter is attached in Appendix A.

Should the behaviour or action continue it is suggested that they seek the advice of the Group Leader.

Should the Group Leader consider that the level of unacceptable behaviour or action has reached a level where it is not capable of being resolved between the councillor and the person concerned, it may be referred to the Monitoring Officer to determine whether this Case Management Policy should be applied to the individual concerned.

6. Case Management Policy as a result of a referral by a councillor regarding unacceptable behaviour and actions

To progress the issue, the person's name and contact details along with an account of numbers/types of contact and behaviours should be provided by the councillor to the Monitoring Officer.

The Monitoring Officer will then meet with the Customer & ICT Services Business Manager and the Executive Director (Resources & Support Services) who will jointly decide whether or not it is appropriate to invoke this Case Management Policy. At this stage information about interaction between the council and the individual will be reviewed. This meeting may consider information relating to any interaction between the council and the individual, including the information provided by the councillor.

This Case Management Policy is initiated when the Customer & ICT Services Business Manager writes to a person (via letter or email if appropriate) to explain why they are being monitored. The following information will be provided:

- The behaviour that has caused concern;
- The expectations of the Council with regards to future contact and behaviour from them;
- The time period for which their contact will be monitored - three months;
- The name and contact details of the person who will be their single point of contact from the date of the letter. This person will be the Customer & ICT Services Business Manager assisted by the Customer Relations Officer;
- The potential outcome, including any sanctions, if the person's behaviour does not significantly change;
- A copy of the Case Management Policy for Councillors.

Once the letter has been received, in normal circumstances, the person will be expected to only contact the Council via the nominated staff member who will monitor the frequency and content of the contact for a period of three months. However there may be instances where, for purposes of service delivery, correspondence may continue between the person and a designated officer in the service area .e.g .where a person continues to submit and receive Planning advice regarding an application. Such correspondence will be monitored by the Customer & ICT Services Business Manager for compliance with the Policy.

If after three months, contact has been acceptable, a letter will be written to the person to thank them for their co-operation and to inform them that their contact will no longer be monitored via this Case Management Policy.

If, after three months, the person's contact has continued to be unacceptable, the Chief Executive may decide to apply one of the following sanctions:

- Extend the monitoring period.
- Limit the contacts to a certain number per week/month, in a specified form (telephone/email/letter etc.) and during a particular time slot.
- In extreme circumstances ask the person not to contact the Council for a period of time after which the Case Management Policy for Councillors will be invoked again to monitor contact for a further period of three months.

The person must be informed in writing (via letter or email if appropriate) by the Customer & ICT Business Manager of any sanctions.

If the Chief Executive decides they will have no further contact with a member of the public, the Customer & ICT Business Manager must take all reasonable steps to advise all Council staff and Members of future arrangements for handling that member of the public.

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Appendix B

My ref:

Your ref:

Date:



Civic Offices
Merrial Street
Newcastle-under-Lyme
Staffordshire
ST5 2AG

*<Name and Address of
Recipient>*

<Date>

Dear

Re: Contact with Councillor <name>

I am writing to you following a number of recent contacts that you have made with me regarding *<subject matter>*.

While councillors encourage members of the public to contact them in relation to their council work, there are occasions when this contact can be considered excessive, unfounded or unacceptable. Please be aware that your continued correspondence on *< subject matter >* may be considered to infringe the normal relationship which exists between a member of the public and a councillor.

Therefore, I wish to raise the following concerns regarding that correspondence:-

- *<insert concerns>*
- .

The council has in place a 'Case Management Policy for Councillors', which I enclose for your attention. This policy allows councillors to request that a member of the public uses a single point of contact at Newcastle-under-Lyme Borough Council for all your dealings with us irrespective of the councillor that correspondence relates to.

You should also note that a limit can be put in place with regards to the amount of contact that a member of the public has with councillors.

Please be advised that the frequency and content of your contact with me on *< subject matter >* is now being monitored and may result in the 'Case Management Policy for Councillors' being invoked.

Yours sincerely

<Councillor Name and contact details>

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NEWCASTLE-UNDER-LYME BOROUGH COUNCIL

REPORT TO CABINET

Date: March 2014

Title: Commercial Waste Management for Keele University

Submitted by: T Nicoll

Portfolio: Environment and Recycling

Ward(s) affected: All

Purpose of the Report

- To highlight the opportunity for tendering for a medium sized recycling and waste management contract.
- To agree an approval process for tendering for the contract.
- To outline the benefits of tendering and operating this recycling and waste management contract.

Recommendations

- That the Cabinet agrees with the submission of a tender and authorises Officers to enter into a contract if the Councils bid is successful.
- That subject to the above, Cabinet delegates the authority to finalise the tender for the contract, agree the necessary up front funding requirements and enter into a contract with Keele University to the Executive Director (Operational Service) after consultation with the Executive Director (Resources and Support Services), the Monitoring Officer, Cabinet Portfolio Holder - Finance and Resources and Cabinet Portfolio Holder - Environment and Recycling.

Reasons

- To offer one of the Councils leading partners a value for money service that fulfils Keele University's environmental requirements.
- To provide the Council with a medium term contract to compliment its Councils Recycling and Fleet Services.
- To assist the Council in offering a competitive Borough wide trade waste recycling collection service.

1. Background

Keele University is currently undertaking a procurement exercise for the complete management of its waste management service. The University's strategic objective is to improve and implement an efficient, cost effective and environmentally sustainable waste management system as far as practicably possible. The reduction, re-use, recycling and

recovery of waste, in accordance with the waste hierarchy, are key elements of achieving this sustainability, and the University wishes to work in partnership with the successful tenderer to achieve increasing levels of re-use and recycling through appropriate collection mechanisms and effective choice of disposal routes.

Within this objective the University also requires the ability to: deliver value for money to all service users, set and deliver targets, provide management data and provide maximum value for money.

The University has previously let waste collection contracts against three separate lots; however this tender is for a complete waste service and as such all tenderers must offer options for all services as follows:

| | Estimated Annual Value |
|------------------------------------------------------------------------|-------------------------------|
| General waste including;(Residual, recyclates, food, bulky white goods | £200 – 250K |
| Skip Collection | £40K |
| Confidential waste | £20K |

The University will award a single Contract covering the waste streams listed. This tender is being conducted in accordance with the EU Public Procurement Legislation as set out in The Public Contracts Regulations 2006 (SI 2006 No.5) and is following the 'Restricted Procedure'.

It is envisaged that the Contract will be awarded, subject to change, on 1st June 2014 and will commence on 1st August 2014, continuing for a period of three years, subject to satisfactory supplier performance as determined by the University, plus the option to extend for up to a further three years, again subject to satisfactory supplier performance as determined by the University.

2 **Issues**

The Council has operated a successful commercial waste service for a number of years, including undertaking the commercial waste collections for Keele University until 2010.

Over the last few years the waste sector has moved on considerably with a change of focus from traditional waste management to resource recovery via recycling or energy production from incineration or anaerobic digestion.

If the Council was successful with this tender it would assist it to roll out a borough wide trade waste recycling service.

As the Council does not regularly enter into formal contracts as the suppliers, the Councils approval processes do not easily lend themselves to approving such items in a timescale that fits with the tenders process. To ensure that this does not stop the Council tendering for this work a specific process has been detailed within this paper.

3 **Proposal**

It is proposed that the Council submits a tender to undertake Keele University's Commercial Waste Management Service as detailed in the tender documents. The tender response would be developed by the Recycling and Fleet Services with the support of the Finance, Risk and Procurement officers. The tender should look to undertake as much as possible of the service within current resources or via our current contractors for collection, transportation and treatment. We will develop our tender as far as possible following a partnership approach with Keele University that shares both the risk and reward between both parties.

To ensure that we can submit the tender within the procurement table, it is requested the Cabinet delegates the authority to tender for this service and enter into the contract with Keele University to the Executive Director (Operational Service) after consultation with the Executive Director (Resources and Support Services), the Monitoring Officer, Cabinet Portfolio Holder - Finance and Resources and Cabinet Portfolio Holder - Environment and Recycling.

4 Outcomes Linked to Corporate Priorities

The proposals relate to the effective delivery of high quality collection and treatment arrangements for recycling and waste, which would contribute to the following:

A clean, safe and sustainable borough

- The negative impacts that the Council, residents and local businesses have on the environment will have reduced
- Our streets and open spaces will be clean, clear and tidy

A co-operative Council delivering high quality, community driven, services.

- High performing services will be delivered for all residents and customers.

5 Legal and Statutory Implications

The Environmental Protection Act 1990 required the Council as a Waste Collection Authority to provide trade collection services if requested.

Local Government Act 2003 Sections 93 and 95, gives local authorities the powers to charge and trade for discretionary services.

Additional legal advice is currently being sort from Walker Morris LLP, regarding trading of waste services within local government.

6 Equality Impact Assessment

During the development of the tender a full equality impact assessment will be undertaken.

7 Financial and Resource Implications

During the tendering process officers from the Recycling and Fleet Service with the support of officers within the Finance Department will develop a costing model to ensure that the Council is not exposed to a financial risk. If we are successful in winning the contract there will be the requirement for the purchase or hire of collection containers and other resources, which would need to be accounted for within the cost modelling and tender pricing.

8.0. **Major Risks**

The major risks are considered to be:

- Failure to to meet the timescales within the tender process.
- Failure to develop a fully costed tender.
- Failure to develop a compliant tender.
- Failure to operate the service inline with cost model.

9.0 **Key Decision Information**

- The decision is one that has a significant positive budgetary implication for the Council. It has therefore been included on the Forward Plan.

CABINET 5th MARCH 2014

1. IRRECOVERABLE ITEMS

Submitted by: Head of Revenues & Benefits

Portfolio: Finance and Resources

Ward(s) affected: All

Purpose of the Report

To consider items deemed irrecoverable.

Recommendations

That the items detailed at appendix (b) be considered irrecoverable for the reasons stated and be written off.

Reasons

For a variety of reasons, from time to time, it is considered that certain items are unable to be recovered from debtors. When this occurs, it is necessary to write off these balances from the appropriate Council account records.

1. **Background**

For a variety of reasons, following the issue of accounts for amounts due to the Council, it is considered the debt is no longer able to be collected. Normally, these reasons follow from the debtor having been subjected to insolvency proceedings or other legal processes in respect of their debts or even the death of a debtor. There is then no further redress to recover the outstanding amounts and it is necessary to write off the outstanding balances from the Council's records.

2. **Collection Procedures**

Collection procedures in respect of business rates and council tax are operated in accordance with legislative guidelines. Other debts are collected by a variety of schemes suitable to the type of account involved. Full details of these procedures are included at appendix (a) and are considered confidential due to their potential sensitivity. Open disclosure of this information may give potential defaulters an advantage in respect of when action is taken and therefore less incentive for them to pay in accordance with routine payment schedules.

3. **Proposal**

That the items listed at appendix (b) be considered irrecoverable for the reasons stated and these balances be written off. Irrecoverable amounts are considered to be of a confidential nature and reports have historically been treated in this manner. Guidance obtained from the Local Government Association in May 2011 endorsed this methodology for reporting on irrecoverable items. It is used to ensure the principles of data protection are maintained. It would also obviously be inappropriate to disclose information for instance about deceased debtors, with the potential for causing further distress to bereaved family members. Where debts are in respect of commercial organisations, there is the potential in cases such as administration that disclosure could jeopardise the potential recovery of the business in the

long term. Items are only ever considered for write-off following robust adherence to the appropriate collection policy.

4. **Financial and Resource Implications**

The Council makes provision for unrecoverable sums and the amounts recommended for write-off are within the current budgeted bad debt provision.

5. **Earlier Cabinet/Committee Resolutions**

23rd July 2008

6. **Recommendations**

That the items detailed at appendix (b) be considered irrecoverable for the reasons stated and be written off.

7. **List of Appendices**

Collection procedures
Irrecoverable items

By virtue of paragraph(s) 1, 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

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