



# Cabinet Meeting

23 April 2014

**Time** 5.00 pm      **Public Meeting?** YES      **Type of meeting** Executive  
**Venue** Committee Room 3 - Civic Centre, St Peter's Square, Wolverhampton WV1 1SH

## Membership

**Chair** Cllr Roger Lawrence (Lab)  
**Vice-chair** Cllr Peter Bilson (Lab)

### Labour

Cllr Andrew Johnson  
Cllr John Reynolds  
Cllr Val Gibson  
Cllr Paul Sweet  
Cllr Sandra Samuels  
Cllr Elias Mattu  
Cllr Phil Page  
Cllr Steve Evans

### Conservative

### Liberal Democrat

Quorum for this meeting is five Councillors.

## Information for the Public

If you have any queries about this meeting, please contact the democratic support team:

**Contact** Dereck Francis  
**Tel/Email** Tel: 01902 555835 or [derek.francis@wolverhampton.gov.uk](mailto:derek.francis@wolverhampton.gov.uk)  
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Wolverhampton WV1 1RL

Copies of other agendas and reports are available from:

**Website** <http://wolverhampton.cmis.uk.com/decisionmaking>  
**Email** [democratic.support@wolverhampton.gov.uk](mailto:democratic.support@wolverhampton.gov.uk)  
**Tel** 01902 555043

Some items are discussed in private because of their confidential or commercial nature. These reports are not available to the public.

# Agenda

## Part 1 – items open to the press and public

*Item No.*     *Title*

### MEETING BUSINESS ITEMS

- 1            **Matters arising**  
[To consider any matters arising from the minutes.]
- 2            **Apologies for absence**
- 3            **Declarations of interest**
- 4            **Minutes of previous meeting (26 March 2014)**  
[For approval.]

### DECISION ITEM (RED - FOR DECISION BY THE COUNCIL)

- 5            **Deprived Area Fund Community Enterprise and Corporate Social Responsibility Grant** (Pages 1 - 10)  
[To approve delegated authority to issue grants to third parties to deliver a community enterprise development support and corporate social responsibility project.]

### DECISION ITEMS (AMBER - DELEGATED TO THE CABINET)

- 6            **Community Right to Bid/Assets of Community Value** (Pages 11 - 16)  
[To approve a decision making process for determining nominations made under the 'Community Right to Bid.]
- 7            **Consultation on Modifications to the Stafford Road / Bilston Corridor Area Action Plans** (Pages 17 - 54)  
[To approve modifications to the Stafford Road Corridor Area Action Plan (AAP) and the Bilston Corridor AAP public consultation.]
- 8            **South Staffordshire Site Allocations Document - Issues and Options Consultation** (Pages 55 - 70)  
[To approve the basis for a proposed response to the South Staffordshire consultation.]
- 9            **An Affordable Rent Policy for Wolverhampton Council Housing** (Pages 71 - 82)  
[To approve the policy.]
- 10           **Tenancy agreement review** (Pages 83 - 116)  
[To adopt a revised Tenancy Agreement.]
- 11           **Statutory Food Service Plan 2014-15** (Pages 117 - 124)

[To endorse arrangements to approve the final plan.]

- 12 **Exclusion of press and public**  
[To pass the following resolution:

That in accordance with Section 100A(4) of the Local Government Act 1972 the press and public be excluded from the meeting for the following items of business as they involve the likely disclosure of exempt information on the grounds shown below.]

**DECISION ITEMS (AMBER - DELEGATED TO THE CABINET)**

- |    |  |  |
|----|--|--|
| 13 | <b>Customer Services Review</b> (Pages 125 - 158)<br>[To consider receive the outcomes of the review and approve proposals to extend the contact centre to both improve customer service and deliver efficiencies] | Information relating to the financial or business affairs of any particular person (including the authority holding that information) Para (3) |
| 14 | <b>Heath Town Estate Property Remodelling</b> (Pages 159 - 166)<br>[To approve a programme of remodelling certain three bedroom maisonettes within the Heath Town estate]  | Information relating to the financial or business affairs of any particular person (including the authority holding that information) Para (3) |
| 15 | <b>Black Country Re-investment Society Change in Contract Agreement</b> (Pages 167 - 170)<br>[To approve a change in an element of the contract]   | Information relating to the financial or business affairs of any particular person (including the authority holding that information) Para (3) |

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# Cabinet Meeting

## 23 April 2014

<b>Report title</b>	Deprived Area Fund Community Enterprise and Corporate Social Responsibility Grant	
<b>Decision designation</b>	RED	
<b>Cabinet member with lead responsibility</b>	Councillor Peter Bilson Economic Regeneration and Prosperity	
<b>Key decision</b>	Yes	
<b>In forward plan</b>	Yes	
<b>Wards affected</b>	All	
<b>Accountable director</b>	Tim Johnson, Education and Enterprise	
<b>Originating service</b>	Partnerships Economy and Culture	
<b>Accountable employee(s)</b>	Heather Clark	Strategic Projects and Funding Manager
	Tel	01902 555614
	Email	heather.clark2@wolverhampton.gov.uk
<b>Report to be/has been considered by</b>	N/A	

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### Recommendation(s) for action or decision:

That Cabinet recommends that Council:

Pursuant to the Financial Procedure Rules, approves a grant of £70,000 per annum (total value (£140,000)) from Deprived Area Fund resources to Access to Business to fund the Community Enterprise Development Support project.

The Cabinet is recommended to approve:

1. A grant of £5,000 to GTG Training to deliver a Corporate Social Responsibility strategy.
2. Delegated authority for the Cabinet Member for Economic Regeneration and Prosperity in consultation with the Strategic Director, Education and Enterprise, to agree seedcorn grants to third parties up to a maximum of £2,000 per enterprise as part of this project.

3. A virement of the remaining £120,000 DAF revenue within the Economic Partnerships and Investment budget to the Neighbourhood Services budget for a Community Economic Development Officer and the seed corn/development grants.
4. That the Chief Legal Officer be authorise to execute the contract.

## **1.0 Purpose**

- 1.1 The purpose of the report is to seek delegated authority to issue grants to third parties to deliver a Community Enterprise Development Support and Corporate Social Responsibility project.

## **2.0 Background**

- 2.1 The Deprived Areas Fund (DAF) was allocated to the most deprived areas in 2006 with the intention of supporting disadvantaged customers in the most deprived wards to move towards the labour market. Feedback from the Skills Funding Agency, which originally allocated the resource, confirmed that the resource should continue to be ring-fenced to support enterprise and employment in deprived communities. Cabinet (Resources) Panel agreed on 3 April 2013 to utilise remaining DAF to fund a revenue project aimed at supporting community businesses and local enterprise advice organisations.
- 2.2 Recent national research carried out by The Princes Trust and YouGov in May 2003 of 1,627 16-30 year olds, including 271 not in employment, education and training indicated that almost a quarter of unemployed young people (24 per cent) would rather try to set up their own business than continue to job-seek in today's competitive market. However more than half of young people (59 per cent) say that not having enough money would prevent them from setting up in business.
- 2.3 A seed fund of £20,000 will be available in each year, overseen by a senior council employee and councillor. This fund will be used to address the barriers to enterprise and stimulate enterprise creation within deprived communities. A maximum of £2,000 per enterprise will be made available.

## **3.0 Community Enterprise Development Support and Corporate Social Responsibility Projects**

- 3.1 The aim of the Community Enterprise Development Support project is to significantly strengthen enterprise development at the grass roots level within local communities, targeting the most deprived areas in Wolverhampton. To deliver this aim, this report seeks approval to allocate a grant to Access to Business to deliver the community enterprise development support in line with a contract and information, performance and outcomes requirements outlined in appendix A.
- 3.2 Access to Business have been identified as the provider of the community enterprise development support in recognition of their experience working in Wolverhampton's deprived areas and with vulnerable groups, social enterprise expertise and the ability to add value by attracting additional resource to the project. Access to Business has more Small Firms Enterprise Development Initiative (SFEDI) accredited advisers in enterprise

and social enterprise than any other Wolverhampton organisation. Their staff have expertise to deliver Information Advice and Guidance to support excluded groups including people with disabilities and health problems and vulnerable women working with the Haven. They have specialist expertise in the development of social enterprise, a key element of community enterprise, and are the only local organisation with the social enterprise mark. They have recently completed the Transforming Local Infrastructure project supporting 18 new social enterprises. The grant will enable them to pull down resources to deliver additional enterprise support in Wolverhampton over and above what can be delivered through this project by acting as match funding for the extension of their successful European Regional Development Fund (ERDF) Support Employment and Enterprise Development (SEED) project which achieved 84 business starts against a target of 56. It will also complement their Royal Bank of Scotland Raising Aspirations for Women and Inspiring Self-employment (RAISE) which has already supported 76 women exceeding its target of 50 women.

3.3 As part of this project, Access to Business will:

- Engage with project users in deprived area locations.
- Offer individual advice and guidance for self-employment; with support and referral to employment, education or training if self-employment is not a chosen route.
- Run workshops or courses to support project users to plan and start a business.
- Support for project users to research and prepare a business plan, cash-flow forecast and register a business.
- Support for project users after starting a business or social enterprise for a period of twelve months; includes information, advice, guidance, mentoring and resource support.
- Innovative methods developed by the provider for engagement, mentorship and outcomes are to be encouraged

3.4 DAF will also fund a fixed term Community Enterprise Development (CED) Officer, preferably recruited internally, who will focus on the most deprived communities. The role of the Community Enterprise Development Officer includes:

- Work closely with local communities, partners and businesses to identify the potential for community enterprises including social enterprise within our most deprived areas.
- Manage the effective delivery of the Community Enterprise Development Support project including overseeing the delivery, monitoring and performance management in line with the grant agreement outlined in appendix A.
- To monitor performance against outputs and quality of delivery to ensure that value for money is achieved and authorise payments quarterly on the basis of actual delivery against profile.
- To service and support a cross partner service delivery group for community economic development acting as the governance structure for this project. Membership will include Wolverhampton City Council Neighbourhood Services, Economic Partnership and Investment, relevant voluntary and community sector organisations including Access to Business.
- Attend relevant networks such as the Social Enterprise Network and Women's Business Forum to ensure linkages with existing businesses and social enterprise including identifying a business champion to attend the delivery group.



- To identify and rollout good practice of community economic development in other areas.
- To identify and secure resources for the long-term sustainability of this project.

3.5 The Community Enterprise Development Support project aims to support 720 individuals through one-to-one advice sessions and workshops, support the creation of 72 businesses and refer a further 648 to employment, education and training. A seed budget of £20,000 per annum for each of the two years will be available to support initial start-up costs, mentoring, workshops etc. This will only be provided where alternative funds are unavailable and will be up to a maximum of £2,000 per enterprise.

3.6 In addition, £5,000 of the DAF fund will be used to develop a Corporate Social Responsibility (CSR) strategy by GTG Training with the aim of developing a detailed action plan that local businesses can adopt to integrate CSR policies within their existing operations. GTG Training recently invested £10 million in Wolverhampton with the creation of 10 jobs and is keen to maximise their impact on local economic benefit. The Council is aiming to develop the necessary policies and procedures to maximise local economic benefit from inward investment and GTG will support the Council achieve this aim acting as a template for future inward investors. Corporate Social Responsibility (CSR) is the continuing commitment by business to behave ethically and contribute to economic development whilst improving the quality of life of the workforce and their families as well as of the local community and society at large. Some of the common activities undertaken as part of CSR include diversity and equal opportunities; community investment and environment including reducing energy, water and waste; giving aid to local organisations and communities; helping to build the skills of the local people through community based development; supporting staff fundraising activities or payroll giving; offering staff volunteering opportunities and providing learning and development activities.

3.7 In Wolverhampton, there is a limited adoption of CSR policies by businesses. The work to be undertaken by GTG Training based in Wednesfield can be rolled out to other businesses to adopt best CSR practices that are to the benefit of their business and to Wolverhampton residents.

#### **4.0 Financial implications**

4.1 Funding for this project is from remaining Deprived Area Fund (DAF) which was allocated in 2006 to support disadvantaged customers in the most deprived wards to move towards the labour market. Approval to use the remaining £265,000 DAF resource to fund a Community Enterprise was approved by Cabinet Resources panel 3 April 2013.

4.2 This report seeks approval to issue grants to third parties as part of this project. Approval is sought specifically for grants to Access to Business to deliver Community Enterprise Development Support and GTG Training to deliver a Corporate Social Responsibility Strategy as follows:

Project Name	Community Enterprise Development Support
Project Provider	Access to Business
Annual Grant Agreement Value Year 1 (2014/15)	£70,000
Annual Grant Agreement Value Year 2 (2015/16)	£70,000
Total Grant Agreement Value	£140,000

Project Name	GTG Training Corporate Social Responsibility
Project Provider	GTG Training
Grant Agreement Value	£5,000

4.3 As the grants to Access to Business will be in excess of the £50,000 limit for the total amount of grant payable to any recipient in any financial year, as set out in the Council's Financial Procedure Rules, approval of full Council will be required for the payment of this grant.

4.4 The remaining £120,000 revenue is currently held within Economic Partnerships and Investment revenue budget with an equal amount available in 2014/15 and 2015/16, slipping one financial year from that stated in the original March 2013 report - 2013/15 to 2014/15 – due to late start of the project. It is proposed that this balance transfers to Neighbourhood Services to manage a fixed term Community Economic Development Officer and the seed corn/development funding of £20,000 per annum over the two financial years. It is recommended that delegated authority is granted for the Cabinet Member for Economic Regeneration and Prosperity in consultation with the Strategic Director, Education and Enterprise, to agree these seedcorn grants to third parties. [ES/03042014/R].

## 5.0 Legal implications

5.1 This report seeks approval to issue a grant in accordance to an agreed contract in line with schedules outlining our requirements for the delivery of the project. [JH/01042014/Y]

## **6.0 Equalities implications**

6.1 An equalities analysis was completed in March 2013. The focus of the project on Wolverhampton's most deprived areas is likely to have positive equality implications advancing equality of opportunity.

## **7.0 Environmental implications**

7.1 We anticipate that the development of community enterprises will have positive environmental implications depending on the nature of businesses supported through this project.

## **8.0 Human resources implications**

8.1 A small amount of the DAF resource is being used to employ a fixed term Community Economic Development officer. This is currently going through HR procedures.

## **9.0 Corporate landlord implications**

9.1 None

## **10.0 Schedule of background papers**

10.1 Cabinet (Resources) Panel – 3 April 2013

**Appendix A: Information, Performance and Outcomes Requirements**

<b>Outcomes</b>	<b>Targets End of Year One</b>	<b>Targets End of Year Two</b>	<b>Frequency and Dates of Information Submissions</b>
<p>Events with Project Users Groups in outreach locations evidenced by an attendee list and feedback forms.</p> <p><b>Provider to notify Council one month prior to an event for PR purposes</b></p>	12	24	<p><b>Quarterly:</b> 1 June 14 1 October 14 1 February 15 1 June 15 1 October 15 1 February 16</p>
<p>One hour of individual and personal advice and guidance for self-employment evidenced by a client registration form signed by a Project User.</p>	360	720	<p><b>Quarterly:</b> 1 June 14 1 October 14 1 February 15 1 June 15 1 October 15 1 February 16</p>
<p>Workshops or courses to support Project Users to plan and start a business evidenced by an attendee list and feedback forms.</p> <p><b>Provider to notify Council one month prior to an event for PR purposes</b></p>	12	24	<p><b>Quarterly:</b> 1 June 14 1 October 14 1 February 15 1 June 15 1 October 15 1 February 16</p>
<p>Business start evidenced by a signed business start form, signed by a Project User, and a HMRC Unique Tax Reference Number</p>	36	72	<p><b>Quarterly:</b> 1 June 14 1 October 14 1 February 15 1 June 15 1 October 15 1 February 16</p>
<p>One hour of business support and mentoring evidenced by a mentoring form signed by a Project User that has benefited from the Project.</p>	18	36	<p><b>Quarterly:</b> 1 June 14 1 October 14 1 February 15 1 June 15 1 October 15 1 February 16</p>

Referral to employment, education or training programmes evidenced by an education, employment or training verification form signed by a Project User	324	648	<b>Quarterly:</b> 1 June 14 1 October 14 1 February 15 1 June 15 1 October 15 1 February 16
A short report of no more than 1500 words on lessons learnt from the Project and recommendations for future development	-	-	1 February 16

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# Cabinet Meeting

## 23 April 2014

<b>Report title</b>	Community Right to Bid/Assets of Community Value	
<b>Decision designation</b>	AMBER	
<b>Cabinet member with lead responsibility</b>	Councillor Peter Bilson Economic Regeneration and Prosperity	
<b>Key decision</b>	Yes	
<b>In forward plan</b>	Yes	
<b>Wards affected</b>	All	
<b>Accountable director</b>	Tim Johnson, Education and Enterprise	
<b>Originating service</b>	Planning	
<b>Accountable employee(s)</b>	Tom Podd Tel Email	Planning Officer 01902 555638 tom.podd@wolverhampton.gov.uk
<b>Report to be/has been considered by</b>	N/A	

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### Recommendation(s) for action or decision:

The Cabinet is recommended to:

1. Approve the proposed processes to deal with nominations, appeals and compensation in respect to the Community Right to Bid.
2. Delegate authority to the Head of Planning to determine nominations for the listing of assets of community value, and to determine any claims for compensation arising from the listing of an asset;
3. Delegate authority to the Assistant Director Regeneration in consultation with the Cabinet Member for Economic Regeneration and Prosperity to determine any review against a decision to list an asset and any appeals against compensation claims.

## **1.0 Purpose**

- 1.1 The purpose of this report is to set out and agree the decision making process for determining nominations made under the 'Community Right to Bid'.

## **2.0 Background**

- 2.1 The Localism Act 2011 introduced a range of new powers for local communities. One of these new powers is the Right to Bid/Assets of Community Value. The 'right to bid' gives communities the right to nominate buildings or land for listing by the local authority as an Asset of Community Value (ACV). It applies to land and buildings in both private and public ownership. Once listed, communities have a right to bid for assets when they are put up for sale.
- 2.2 It is important to note that this is a 'right to bid' and not a right to purchase or manage assets. Owners of assets are under no obligation to sell to the community and can sell to anyone, at any price. The provisions do not place any restriction on what an owner can do with their property, once listed, so long as it remains in their ownership. The right to bid is a distinct process from the 'Community Asset Transfer' process where Council owned assets are transferred to the community to run. Under the 'right to bid', the Council's role is to administer the process, determine nominations and compensation claims and ensure the regulations are followed.
- 2.3 The Assets of Community Value Regulations (which give the detail of the scheme) came into effect September 2012. A significant number of nominations are not expected (see paragraph 3.4.4) but it is considered prudent to put in place an agreed procedure.

## **3.0 Process**

- 3.1 A summary of the key stages and decision making is set out below.

### **3.1 Nominations**

- 3.1.1 Voluntary/community groups with a local connection can nominate land and buildings as being of community value. The decision on whether a site or building should be designated as an ACV is a technical one. A building or other land may be considered an ACV if:
- the actual current use (not an ancillary use) of the building or other land is one that furthers the social wellbeing or social interests of the local community; and
  - it is realistic to think that there can continue to be non-ancillary use of the building or other land that will further the social wellbeing or social interests of the local community (whether or not in the same way as the current use).

Or



- there was a time in the recent past when an actual use (not an ancillary use) of the building or other land is one that furthered the social wellbeing or interests of the local community; and
- it is realistic to think that there is a time in the next five years when there could be non-ancillary use of the building or other land that would further the social wellbeing or social interests of the local community (whether or not in the same way as before).

- 3.1.2 Given the above criteria, there are a wide range of possible community assets. Assets could include for example nurseries, health centres, community centres, youth centres, parks and open spaces, sports and leisure centres, libraries, theatres, pubs and markets.
- 3.1.3 It is recommended that the determination of nominations be co-ordinated by the Planning Service within Regeneration in consultation with key service areas to include Estates and Valuation, Asset Management, Legal Services, Community Recreation, Neighbourhood Services and through the Council's agreed asset management governance and reporting groups as appropriate. It is also recommended that ward Councillors are consulted. The decision whether to list will be taken by the Head of Planning.
- 3.1.4 If the nomination is successful an entry is made as a local land charge and an application is made to the Land Registry to register a restriction on the property.
- 3.1.5 Both successful and unsuccessful nominations are required to be recorded on two lists which will be available for public inspection and will be published on the Councils website. Listed assets will stay on the list for five years (unless successfully appealed) at which point they must be re-nominated and the process started again.

## **3.2 Appeals**

- 3.2.1 An owner is entitled to request a review by the Council of a decision to add an asset to the list. The regulations state that a review must be carried out within eight weeks of the request or a longer period by agreement between the parties and must be undertaken by an officer of the Council. As part of the appeal process the owner has the opportunity to make oral or written representations. It is proposed that this review is carried out by the Assistant Director for Regeneration in consultation with the Cabinet Member for Economic Regeneration and Prosperity.
- 3.2.2 If the original decision is upheld, an owner is entitled to a further appeal to the First Tier Tribunal, which is part of HM Courts and Tribunals Service.

## **3.3 Selling a listed asset**

- 3.3.1 If an owner wishes to sell a listed asset they must notify the Council of their intention to do so where it applies to a "relevant disposal" (Certain disposals are exempt, a full list is set out in Annex three of the 'Community Right to Bid: Non-statutory advice note for local authorities' (2012)) as defined in the Assets of Community Value (England) Regulations 2012 and Localism Act. . This triggers an "interim moratorium period" of six weeks. The Council must notify the nominating group of the owners plans to sell the asset and any

community interest group may submit a written request to be treated as a potential bidder during the interim moratorium. The asset cannot be sold during this period.

- 3.3.2 If no request to be treated as a potential bidder is received, the owner is entitled to go ahead with the sale of the asset, provided that it is completed within 18 months of when they notified the Council of their wish to dispose.
- 3.3.3 If a request to be treated as a potential bidder is received, the full moratorium period is triggered. This lasts for six months from the date the owner notified the Council of their intention to sell. Again, a “relevant disposal” cannot take place during this period unless the owner agrees to sell to the community interest group in which case the sale can be completed.
- 3.3.4 If the full moratorium period expires either without a community interest group bidder coming forward, or without a successful purchase by such a group, then the owner is entitled to go ahead with a disposal, provided it is completed within 18 months of when they notified the Council of their wish to dispose.

### **3.4 Compensation**

- 3.4.1 An owner is entitled to compensation from the Council if they believe they have incurred any loss and expense resulting from the listing of an asset. As with nominations, if an owner is not satisfied with the original decision of the Council they have the right to appeal initially to the Council and if unsuccessful to the First Tier Tribunal. Compensation is not payable to public sector bodies whose assets are involved in this process.
- 3.4.2 It is proposed that the same process is followed for compensation claims and appeals as is proposed for determining nominations.
- 3.4.3 Without knowing the likely number and nature of nominations in Wolverhampton, it is difficult to predict the likely costs associated with the new legislation.
- 3.4.4 Locality (a national network of over 700 community led organisations) undertook an analysis of the number of nominations in each local authority area between November 2012 and April 2013. This showed that there had been 398 nominations in England (an average of 1.1 per local authority). However 229 (58%) of these were within just four local authorities. Discounting those four authorities, the average would be 0.5 nominations per authority.
- 3.4.5 The Department for Communities and Local Government (DCLG) Impact Assessment calculated (based on the Scottish scheme) that approximately every one in 4.5 listings would result in a successful compensation claim and that in England they estimated an average of £2,000 per compensation claim. Although these figures would suggest compensation as being insignificant, there is no limit to what could be claimed.
- 3.4.6 Where a local authority considers that compensation should be paid, it is left for the authority to determine how much compensation will be appropriate.

#### **4.0 Financial implications**

- 4.1 In addition to the amount included within the new burdens assessment, the Government will meet costs of compensation payments of over £20k in a financial year up to March 2015, whether this is the result of a single large claim or multiple smaller claims. There is currently no commitment to cover the cost of compensation payments beyond 2015.
- 4.2 Any costs falling on the Council up to March 2015 will therefore be met from the new burdens funding and contained within existing approved Planning budgets.  
[TK/01042014/U]

#### **5.0 Legal implications**

- 5.1 The Localism Act 2011, Part 5, Chapter 3 and the Assets of Community Value (England) Regulations 2012 place a requirement on local authorities to maintain a list of assets of community value. The Council is required to administer the 'community right to bid' process. Decisions must be made in accordance with the Localism Act and associated Regulations and the legal impact of these provisions are summarised as follows:-
- 5.2 An asset will only be able to be placed on the list if it is nominated by a qualifying community interest group and the Council determines that the asset has community use value. The decision on a nomination will need to be on the basis that "use [of the building or land] furthers the social wellbeing or social interests of the local community"
- 5.3 This Council will not be able to nominate assets itself to go on the list
- 5.4 Community value can only be judged on the basis of an asset's recent past, current and likely future community use and not its heritage or other value
- 5.5 Residential land and properties are specifically excluded and will not be able to be nominate. [RB/09042014/F]

#### **6.0 Equalities implications**

- 6.1 The Council is required by law to administer the 'community right to bid' process. Decisions must be made in accordance with the Localism Act and associated Regulations. The groups nominating assets will be monitored and kept under review to assess whether there are any equalities implications in the way the process is administered and how equality can be furthered.

#### **7.0 Environmental implications**

- 7.1 Giving communities a chance to purchase local assets could help keep building in active use or prevent some assets from being left derelict thereby improving the built environment

## **8.0 Human resources implications**

8.1 There are no human resources implications arising from the recommendations.

## **9.0 Corporate landlord implications**

9.1 The right to bid/assets of community value provisions will apply equally to Council owned assets and private assets. Nominations for Council assets to be listed will be reported through the Council's agreed asset management governance and reporting groups as appropriate.

## **10.0 Schedule of background papers**

10.1 Community Right to Bid: Non-statutory advice note for local authorities, DCLG, 2012  
The Assets of Community Value (England) Regulations 2012



# Cabinet Meeting

23 April 2014

<b>Report title</b>	Consultation on Modifications to the Stafford Road Corridor / Bilston Corridor Area Action Plans	
<b>Decision designation</b>	AMBER	
<b>Cabinet member with lead responsibility</b>	Councillor Peter Bilson Economic Regeneration and Prosperity	
<b>Key decision</b>	Yes	
<b>In forward plan</b>	Yes	
<b>Wards affected</b>	All	
<b>Accountable director</b>	Tim Johnson, Education and Enterprise	
<b>Originating service</b>	Planning / Community and Recreation	
<b>Accountable employee(s)</b>	Michèle Ross	Senior Planning Officer
	Tel	01902 55(4038)
	Email	Michele.ross@wolverhampton.gov.uk
<b>Report to be/has been considered by</b>	N/A	

## Recommendation(s) for action or decision:

The Cabinet is recommended to:

1. Approve modifications to the Stafford Road Corridor and Bilston Corridor Area Action Plans (AAPs) as summarised below and detailed in appendices 1 and 2 for public consultation;

Stafford Road Corridor AAP main modifications:

- Delete the Paget Arms site housing allocation (previously allocated for 10 dwellings) and re-allocate as a local quality employment investment area, following planning permission for office use;
- Reduce the housing target from 1250 to 1235 (to reflect re-allocation of the Paget Arms site and no longer rounding up housing figures);
- Update the employment land figures to reflect re-allocation of the Paget Arms site;

- Update the status of Promise House to a commitment as the site now has planning permission and is under construction;
- Allow viability and feasibility to be considered when requiring open space on high quality employment sites;
- Clarify that high end manufacturing is an aspiration and not a policy requirement on high quality employment land;
- Add primary policies to the tables in Part Three;
- Amend the context map to improve legibility.

Bilston Corridor AAP main modifications:

- Increase the housing capacity of Bilston Urban Village from 500 to 625 homes, following adoption of the Bilston Urban Village Supplementary Planning Document;
  - Update the status of Thompson Avenue site to a commitment and increase capacity from 100 to 120, following grant of planning permission;
  - Clarify that the former Bilston Leisure Centre site has housing potential for 33 homes;
  - Clarify that part of the Land at Mount Pleasant site has planning permission for 64 homes.
2. Receive a further report on each AAP prior to submission to Full Council for adoption.

## **1.0 Purpose**

- 1.1 This report summarises modifications to the Stafford Road Corridor Area Action Plan (AAP) and the Bilston Corridor AAP which are required following independent examination, for consideration and approval for six weeks public consultation during May/June 2014. Cabinet are also asked to receive a report on each of the AAPs prior to submission to Full Council for adoption.

## **2.0 Background**

- 2.1 The Stafford Road Corridor Area Action Plan (AAP) and the Bilston Corridor Area Action Plan (AAP) were approved for publication by Cabinet and subject to six weeks public consultation during summer 2013. The AAPs will form part of the adopted Local Plan for Wolverhampton and will be used to determine planning applications in the AAP areas. The publication stage was the final opportunity for comments to be made on the soundness of the AAPs before submission to the Secretary of State for independent examination. The Council approved submission of the publication AAPs, including minor modifications recommended following consultation, in November 2013.
- 2.2 The Inspector appointed to examine both AAPs has substantially completed his reports without the need for public hearings. The Inspector has not raised any major concerns with the AAPs, which reflects the comprehensive evidence base and high degree of stakeholder support for the Plans. However, he has requested that a small number of “main” modifications should be made to the AAPs to address matters of soundness. This requires an additional phase of public consultation. The Inspector has suggested that the minor modifications should also form part of this public consultation.

## **3.0 Summary of Main Modifications**

- 3.1 The main modifications proposed to the AAPs are not significant. A summary of the main modifications and the reasons they are required is set out below. The detail of the main modifications which will be subject to public consultation is provided in Appendices 1 and 2.
- 3.2 Stafford Road Corridor AAP main modifications are as follows:
- Delete the Paget Arms site housing allocation (previously allocated for 10 dwellings) and re-allocate as a local quality employment investment area, following planning permission for office use;
  - Reduce the housing target from 1250 to 1235 (to reflect re-allocation of the Paget Arms site and no longer rounding up housing figures);
  - Update the employment land figures to reflect re-allocation of the Paget Arms site;
  - Update the status of Promise House to a commitment as the site now has planning permission and is under construction;
  - Allow viability and feasibility to be considered when requiring open space on high quality employment sites;

- Clarify that high end manufacturing is an aspiration and not a policy requirement on high quality employment land;
- Add primary policies to the tables in Part Three;
- Amend the context map to improve legibility.

3.3 Bilston Corridor AAP main modifications are as follows:

- Increase the housing capacity of Bilston Urban Village from 500 to 625 homes, following adoption of the Bilston Urban Village Supplementary Planning Document;
- Update the status of Thompson Avenue site to a commitment and increase capacity from 100 to 120, following grant of planning permission;
- Clarify that the former Bilston Leisure Centre site has housing potential for 33 homes;
- Clarify that part of the Land at Mount Pleasant site has planning permission for 64 homes.

#### **4.0 Consultation and Next Steps**

4.1 The main and minor modifications will be published for six weeks consultation during May / June 2014 in accordance with Government guidance and the Wolverhampton Statement of Community Involvement. The minor modifications will be as approved in the 29 October 2013 Individual Executive Decision Notice, amended to avoid any duplication with the main modifications.

4.2 The modifications will be made available on the Council's website and at Council offices and other appropriate locations around the city. Key stakeholders and other interested parties will be contacted. Following consultation, any responses will be reported to the Inspector and he will take them into account when completing his reports. Once the Inspector's reports are published, the AAPs can then be amended to reflect the agreed minor and main modifications, and taken to Cabinet and Full Council for adoption in September 2014.

#### **5.0 Financial implications**

5.1 The non-staffing costs of preparing the AAPs, including examination, consultation and adoption, will be met from the approved Planning Local Plan revenue budget for 2014/15. The staffing costs will be met from the approved Planning revenue budget.  
[ES/09042014/K]

#### **6.0 Legal implications**

6.1 Section 15 of the Planning and Compulsory Purchase Act 2004 requires Local Planning Authorities to prepare, publish and maintain a Local Development Scheme (LDS) including Local Development Documents. In accordance with Section 17 of the 2004 Act the AAPs will become Local Development Documents which form part of the Local Plan for Wolverhampton.



6.2 The procedure to be followed to prepare the AAPs is set out in the Town and Country Planning (Local Planning) (England) Regulations 2012 (SI 2012/767) which came into force on 6 April 2012 and revoked the 2004 Regulations (SI 2004/2204).

6.3 The 2012 Regulations are now being used to guide the preparation of the AAPs. It is worth noting that the Regulations (Regulation 38) provide a 'saving provision' to ensure that work done by the Local Planning Authority under the 2004 Regulations are treated as 'done' under the corresponding provision of the 2012 Regulations.  
[KR/08042014/E]

## **7.0 Equalities implications**

7.1 The development of each AAP has been informed by an on-going Equality Analysis which has assessed the potential effects of the emerging policies and proposals on different groups of people. No adverse impacts on groups with protected characteristics have been identified through the work to date.

7.2 The AAPs have been identified as having likely positive effects on a number of groups with protected characteristics, by addressing issues such as safety and accessibility through improved public transport and a well-designed, high quality built environment. The general benefits of regeneration promoted through the AAPs (creation of jobs, housing & accessible transport) will help deliver stronger communities in the area and advance equal opportunities. The AAPs could also help foster good relations and equality between some groups, by supporting road safety, facilitating social inclusion and promoting community cohesion for those living and working in and around the AAP areas.

7.3 The AAP policies, and their effect on groups with protected characteristics, will be monitored annually following adoption.

## **8.0 Environmental implications**

8.1 A Sustainability Appraisal (SA) has been carried out on each AAP throughout the preparation process. SA is a process for evaluating the environmental consequences of proposed policies and proposals to ensure sustainability issues are fully integrated and addressed at the earliest appropriate stage. The overall aim of the SA process is to inform and influence the development of each AAP and maximise its sustainability value.

## **9.0 Human resources implications**

9.1 There are no human resources implications arising from the recommendations.

## **10.0 Corporate landlord implications**

10.1 The policies and proposals in the AAPs will apply to any Council land and property in the AAP areas which is subject to a development proposal.

## **11.0 Schedule of background papers**

Report to 22 May 2013 Cabinet: Stafford Road Corridor Area Action Plan Publication Document

Report to 24 July 2013 Cabinet: Bilston Corridor Area Action Plan (AAP) including Bilston Neighbourhood Plan – Publication and Submission

Individual Executive Decision Notice 29 October 2013: Stafford Road Corridor and Bilston Road Corridor Area Action Plan Minor Modifications

Report to 6 November 2013 Full Council: Stafford Road Corridor Area Action Plan - Publication and Submission

Report to 6 November 2013 Full Council: Bilston Corridor Area Action Plan - Publication and Submission

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## Appendix 1 Stafford Road Corridor Area Action Plan Main Modifications

The following Main Modifications are required in order to make the AAP sound:

Main Mod No.	Policy/ Paragraph/ Page	Change	Reason																								
MM1	Figure 1, Page 6	Replace "Figure 1: Context Map" with revised version in Appendix A.	For added clarity																								
MM2	In the table under title "Development Sites/Opportunities" for Goodyear and Fordhouse Road, Page 41.  Fig 4, P.13; Fig 7, P.18; Fig 8, P.21; Fig 12 P.28; and Fig 15, P.40	<p>In column 5 "Indicative Phasing", delete "Post 2016" and replace with "By 2016" and in column 6 "Further Information", add "Under construction" [To be read alongside ID 20 of the Council's proposed minor modifications in terms of extra text and changes to mapping to update status].</p> <table border="1" data-bbox="465 767 1794 1118"> <thead> <tr> <th>Site Ref</th> <th>Name</th> <th>Type</th> <th>Capacity ha / (dws)</th> <th>Indicative Phasing</th> <th>Further Information</th> </tr> </thead> <tbody> <tr> <td>HP1</td> <td>Goodyear Mixed Use Redevelopment</td> <td>Housing and Neighbourhood Centre</td> <td>18.8/(685)</td> <td>By 2021</td> <td>Existing commitment: Under construction</td> </tr> <tr> <td>HP2</td> <td>Promise House - South</td> <td>Housing</td> <td>0.5/(40)</td> <td>Post 2016 <b>By</b></td> <td><b>Existing commitment: Under construction</b></td> </tr> <tr> <td>HP 3</td> <td>Showell Road / Busbury Lane</td> <td>Housing</td> <td>2.1/(75)</td> <td>Post 2016</td> <td>0.3 ha open space</td> </tr> </tbody> </table> <p>Mapping to be updated to reflect changed status: Fig 4, P.13; Fig 7, P.18; Fig 8, P.21; Fig 12, P.28; and Fig 15, P.40</p>	Site Ref	Name	Type	Capacity ha / (dws)	Indicative Phasing	Further Information	HP1	Goodyear Mixed Use Redevelopment	Housing and Neighbourhood Centre	18.8/(685)	By 2021	Existing commitment: Under construction	HP2	Promise House - South	Housing	0.5/(40)	Post 2016 <b>By</b>	<b>Existing commitment: Under construction</b>	HP 3	Showell Road / Busbury Lane	Housing	2.1/(75)	Post 2016	0.3 ha open space	To update status of Promise House since AAP publication
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MM3	Fig 4, P.13; Fig 6, P.16; Fig 7, P.18; Fig 8, P.21; Fig 12 P.28; Fig 17 P.50; and,  Table under title 'Development Sites/ Opportunities', Page 51.	<p>Delete HP6 allocation from the AAP, including all maps. The revised Figure 6, updated for all changes, is set out below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Character Area</th> <th>Commitments</th> <th>Allocations</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Junction 2</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Fordhouses</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Goodyear and Fordhouse Road</td> <td style="text-align: center;"><del>775</del> <b>815</b></td> <td style="text-align: center;"><del>115</del> <b>75</b></td> <td style="text-align: center;">890</td> </tr> <tr> <td>Wolverhampton Science Park and Dunstall and Wulfrun Trading Estate</td> <td style="text-align: center;">12</td> <td style="text-align: center;">0</td> <td style="text-align: center;"><del>14</del> <b>12</b></td> </tr> <tr> <td>Fowlers Playing Fields, Park Village and Fallings Park</td> <td style="text-align: center;">0</td> <td style="text-align: center;"><del>345</del> <b>335</b></td> <td style="text-align: center;"><del>345</del> <b>335</b></td> </tr> <tr> <td><b>AAP Total</b></td> <td style="text-align: center;"><del>789</del> <b>827</b></td> <td style="text-align: center;"><del>460</del> <b>410</b></td> <td style="text-align: center;"><del>1249</del> <b>1237</b></td> </tr> </tbody> </table> <p style="text-align: center;">Figure 6: Table of Housing Commitments and Allocations</p> <p>Amend mapping to reflect deletion of Paget Arms HP6 and changes to Promise House commitment - Fig 4, P.13; Fig 7, P.18; Fig 8, P.21; Fig 12, P.28; and Fig 17, P.50.</p> <p>The first entry [row] under the column headings in the table on Page 51 should also be deleted.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Site Ref</th> <th>Name</th> <th>Type</th> <th>Capacity ha/(dwellings)</th> <th>Indicative Phasing</th> <th>Further Information</th> </tr> </thead> <tbody> <tr> <td><del>HP 6</del></td> <td><del>Former Paget Arms Public House</del></td> <td><del>Housing</del></td> <td><del>0.4/(10)</del></td> <td><del>Post 2016</del></td> <td><del>Capacity restricted by adjacent uses</del></td> </tr> </tbody> </table>	Character Area	Commitments	Allocations	Total	Junction 2	0	0	0	Fordhouses	0	0	0	Goodyear and Fordhouse Road	<del>775</del> <b>815</b>	<del>115</del> <b>75</b>	890	Wolverhampton Science Park and Dunstall and Wulfrun Trading Estate	12	0	<del>14</del> <b>12</b>	Fowlers Playing Fields, Park Village and Fallings Park	0	<del>345</del> <b>335</b>	<del>345</del> <b>335</b>	<b>AAP Total</b>	<del>789</del> <b>827</b>	<del>460</del> <b>410</b>	<del>1249</del> <b>1237</b>	Site Ref	Name	Type	Capacity ha/(dwellings)	Indicative Phasing	Further Information	<del>HP 6</del>	<del>Former Paget Arms Public House</del>	<del>Housing</del>	<del>0.4/(10)</del>	<del>Post 2016</del>	<del>Capacity restricted by adjacent uses</del>	<p>Paget Arms HP6 deleted as no longer deliverable given recent permission for office use on the site.</p> <p>Table reflects deletion of HP6 and HP 4 Promise House now a commitment.</p> <p>Paget Arms HP6 deleted as no longer deliverable given recent permission for office use on the site.</p>
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MM4	Fig 3, P.11; Fig 4, P.13; Fig 8, P.21; Fig 12, P28; Fig 17, P50; and  Table under title "Area Designations"; and Table under title "Development Sites/Opportunities", P. 51.	<p>Extend LQEA6 and EIA7 over deleted HP6 allocation in the AAP, including all maps.</p> <p>The fourth column in the third entry [row] in the first table and the fourth column in the fifth entry [row] in the second table "3.4" should be deleted and replaced with "3.8". The fifth column in the fifth entry [row] in the second table "Post 2021" should be deleted and replaced with "Post 2016".</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Area Ref</th> <th style="text-align: left;">Name</th> <th style="text-align: left;">Type</th> <th style="text-align: left;">Size (ha)</th> </tr> </thead> <tbody> <tr> <td>LQEA 4</td> <td>Fallings Park, Guys Motors and Merry Hills Industrial Estates</td> <td>Local Quality Employment Land</td> <td>4.1</td> </tr> <tr> <td>LQEA 5</td> <td>Bridge St / Bank St / Wood St</td> <td>Local Quality Employment Land</td> <td>3.6</td> </tr> <tr> <td>LQEA 6</td> <td>ACS&amp;T, Park Lane</td> <td>Local Quality Employment Land</td> <td><del>3.4</del> <b>3.8</b></td> </tr> <tr> <td>HIA 1</td> <td>Park Village</td> <td>Housing Improvement Area</td> <td>15.4</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Site Ref</th> <th style="text-align: left;">Name</th> <th style="text-align: left;">Type</th> <th style="text-align: left;">Capacity ha/(dwellings)</th> <th style="text-align: left;">Indicative Phasing</th> <th style="text-align: left;">Further Information</th> </tr> </thead> <tbody> <tr> <td>EIA 7</td> <td>ACS&amp;T, Park Lane</td> <td>Employment Investment Area</td> <td><del>3.4</del> <b>3.8</b></td> <td>Post 2021 <b>2016</b></td> <td></td> </tr> </tbody> </table>	Area Ref	Name	Type	Size (ha)	LQEA 4	Fallings Park, Guys Motors and Merry Hills Industrial Estates	Local Quality Employment Land	4.1	LQEA 5	Bridge St / Bank St / Wood St	Local Quality Employment Land	3.6	LQEA 6	ACS&T, Park Lane	Local Quality Employment Land	<del>3.4</del> <b>3.8</b>	HIA 1	Park Village	Housing Improvement Area	15.4	Site Ref	Name	Type	Capacity ha/(dwellings)	Indicative Phasing	Further Information	EIA 7	ACS&T, Park Lane	Employment Investment Area	<del>3.4</del> <b>3.8</b>	Post 2021 <b>2016</b>		<p>Paget Arms HP6 deleted as housing no longer deliverable given recent permission for office use on the site.</p>
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	Second and third bullet points on P. 49 under title "Development Outputs".	Amend figures in second and third bullet points to 11.5 and 3.8, respectively.  <b>Development Outputs</b> <ul style="list-style-type: none"> <li>• Delivery of approximately 345 new homes, providing approximately 2ha of open space.</li> <li>• <del>11.4</del><b>11.5</b> ha of Employment Land</li> <li>• <del>3.4</del><b>3.8</b> ha of Employment Investment Area</li> <li>• Protection of and investment in Fowlers Playing Fields to make it part of the existing and planned communities. Local character / townscape features will also be protected and enhanced along with the extension to the Wolverhampton Locks Conservation Area.</li> <li>• Delivery of small scale transport proposals</li> </ul>	To reflect replacement of HP6 with employment allocation (MM3)																		
MM5	Table under title "Development Sites/ Opportunities", Page 45.	The sixth column in the first entry [row] in the table should be deleted and replaced with the following text "Existing commitment, 12 gypsy and traveller permanent pitches".  <table border="1"> <thead> <tr> <th>Site Ref</th> <th>Name</th> <th>Type</th> <th>Size ha / (pitches)</th> <th>Indicative Phasing</th> <th>Further Information</th> </tr> </thead> <tbody> <tr> <td>HP5</td> <td>Bushbury Reservoir</td> <td>Housing</td> <td>12</td> <td>Pre 2016</td> <td><del>Existing commitment 12 Pitches</del> <b>Existing commitment, 12 gypsy and traveller permanent pitches</b></td> </tr> <tr> <td>EDO 10</td> <td>WSP – Gas Holders</td> <td>Employment Development Site</td> <td>2.6</td> <td>Pre 2016</td> <td></td> </tr> </tbody> </table>	Site Ref	Name	Type	Size ha / (pitches)	Indicative Phasing	Further Information	HP5	Bushbury Reservoir	Housing	12	Pre 2016	<del>Existing commitment 12 Pitches</del> <b>Existing commitment, 12 gypsy and traveller permanent pitches</b>	EDO 10	WSP – Gas Holders	Employment Development Site	2.6	Pre 2016		For added clarity.
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Main Mod No.	Policy/ Paragraph/ Page	Change	Reason
MM6	Policy SR4, Page 16.	<p>Delete figure of “1250” and replace with “1235”.</p> <p><b>Policy SRC4:</b> A minimum of <del>1250</del> <b>1235</b> net additional homes will be delivered on existing commitments and allocated housing sites by 2026. Proposals for non-residential uses on or adjacent to allocated housing sites will not be permitted where they would jeopardise the delivery of housing on those sites.</p> <p>Proposals for housing on Local Quality Employment Land will only be supported where they comply with Policy SRC 1.</p>	To reflect deletion of Paget Arms HP6 and ensure minimum target is deliverable.
MM7	Policy SRC9 “Delivering Environmental Infrastructure at the Local Level”, Page 25.	<p>Add the following phrase to the end of the penultimate sentence of the third paragraph [open space] of the policy “unless it can be demonstrated that is not viable or feasible to do so”.</p> <p><b>Policy SRC9:</b> Environmental Infrastructure will be protected and enhanced. All housing developments must reasonably contribute towards meeting the quantity, quality and accessibility targets for open space in the most up-to date open space audit and needs assessment. New employment developments of 1,000 sqm floorspace or more will be required to provide Green Roofs to reduce the impact of the heat island effect unless it can be demonstrated that is not viable or feasible to do so.</p> <p>Developments of 1,000 sqm or more within High Quality Employment Areas must provide at least 10% of the overall site area as open space in order to provide amenity and recreation areas for employees and visitors, enhance biodiversity, reduce the urban heat island effect, provide for sustainable water management and improve the appearance of the area <b><u>unless it can be demonstrated that it would not be viable or feasible to do so</u></b>. It will be acceptable for up to half of the 10% open space requirement within High Quality Employment Areas to be offset by the provision of green roofs.</p> <p>All development proposals should consider the use of Urban Wetlands and Street Rain Gardens as part of Sustainable Urban Drainage Schemes (SUDS). Proposals on vacant/derelict sites to grow</p>	Ensure viability and feasibility are taken into account in requiring open space on High Quality Employment Areas



		Biomass or undertake Phytoremediation, where this offers a suitable remediation technique, will be supported.													
Main Mod No.	Policy/ Paragraph/ Page	Change	Reason												
MM8	Figure 18, Page 55.	<p>The second column in the fifth entry [row] in the table below the titles should be deleted and replaced with the following text “WCC/Developers/Environment Agency”.</p> <table border="1"> <thead> <tr> <th>Requirements</th> <th>Delivery</th> </tr> </thead> <tbody> <tr> <td>Transport improvements, including enhanced public transport corridor and junction improvements</td> <td>WCC / Developers</td> </tr> <tr> <td>Provision of affordable housing on new housing developments</td> <td>Developers / Housing Associations</td> </tr> <tr> <td>The need for additional primary school provision, through extending / investing in existing sites</td> <td>WCC</td> </tr> <tr> <td>           Environmental Infrastructure           <ul style="list-style-type: none"> <li>• New open space providing a variety of EI functions (at least 15% of housing development land, which has been assumed in the capacity figures)</li> <li>• Deliver EI Projects (site specific)</li> <li>• Sustainable drainage systems to meet local and national standards</li> <li>• Open space improvements</li> </ul> </td> <td>WCC / Developers</td> </tr> <tr> <td>Delivery of public art / public realm / gateway improvements to enhance the appearance of the area</td> <td>WCC / Developers/ <b><u>Environment Agency</u></b></td> </tr> </tbody> </table>	Requirements	Delivery	Transport improvements, including enhanced public transport corridor and junction improvements	WCC / Developers	Provision of affordable housing on new housing developments	Developers / Housing Associations	The need for additional primary school provision, through extending / investing in existing sites	WCC	Environmental Infrastructure <ul style="list-style-type: none"> <li>• New open space providing a variety of EI functions (at least 15% of housing development land, which has been assumed in the capacity figures)</li> <li>• Deliver EI Projects (site specific)</li> <li>• Sustainable drainage systems to meet local and national standards</li> <li>• Open space improvements</li> </ul>	WCC / Developers	Delivery of public art / public realm / gateway improvements to enhance the appearance of the area	WCC / Developers/ <b><u>Environment Agency</u></b>	To reflect role of Environment Agency in delivering environmental infrastructure.
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MM9	Figure 3, Page 11.	Replace “Figure 3: Map of Employment Land” with revised version in Appendix B.	Update to include HQEA 7 label and amendment following deletion of HP6 and extension of EIA7 and LQEA6												

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			designation.
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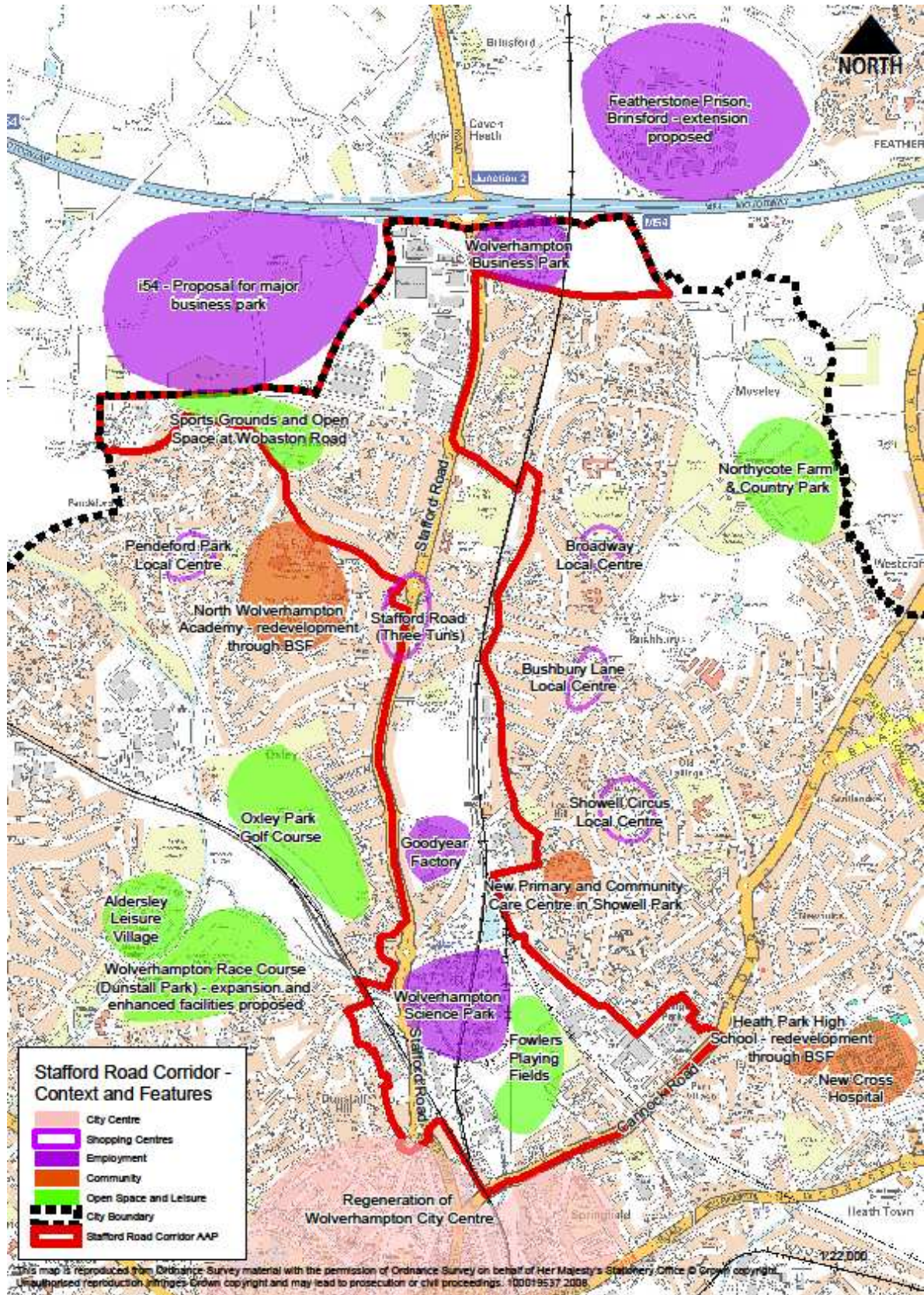
Main Mod No.	Policy/ Paragraph/ Page	Change	Reason
MM10	<p>Text under the title “<i>Development Sites/ Opportunities</i>” on Page 45.</p> <p>Modify the additional text that is proposed as a minor modification [ID03] in a new paragraph following 2.9 on Page 10.</p>	<p>Replace first sentence with: “Development sites and opportunities in the area will secure investment in employment opportunities that could include high technology/ high end manufacturing”.</p> <p><b>Development Sites / Opportunities</b>  <del>Development sites and opportunities in the area will secure investment in employment opportunities which will provide high technology / high end manufacturing.</del> <b><u>Development sites and opportunities in the area will secure investment in employment opportunities that could include high technology/ high end manufacturing.</u></b> Typically the sites tend to offer the potential to meet small to medium occupation needs and the sites at Wolverhampton Science Park offer short term opportunities.</p> <p>Change word “objective” to “aspiration” in second sentence, so that it reads “This is particularly relevant in areas of High Quality Employment Land where the aspiration is to attract high end, high technology occupiers”.</p> <p><b><u>Waste</u></b>  <b><u>Proposals for waste facilities will be assessed against the BCCS policy WM4 including the need for proposals to demonstrate compatibility with existing uses and future aspirations for areas. This is particularly relevant in areas of High Quality Employment Land where the aspiration is to attract high end, high technology occupiers. Waste proposals should demonstrate compatibility with this aspiration.</u></b></p>	<p>To clarify that high technology/high end manufacturing is an aspiration and not a policy requirement.</p> <p>To clarify that high technology/high end manufacturing is an aspiration and not a policy requirement.</p>

Main Mod No.	Policy/ Paragraph/ Page	Change	Reason																																																							
MM11	Figure 2, Page 10.	<p>Replace Figure 2, updated for all changes, as below:</p> <table border="1"> <thead> <tr> <th rowspan="2">Character Area</th> <th colspan="3">High Quality</th> <th colspan="3">Local Quality</th> </tr> <tr> <th>Total</th> <th>EDO</th> <th>EIA</th> <th>Total</th> <th>EDO</th> <th>EIA</th> </tr> </thead> <tbody> <tr> <td>Junction 2</td> <td>75</td> <td>26</td> <td>16</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Fordhouses</td> <td>0</td> <td>0</td> <td>0</td> <td><del>4</del> <b>3</b></td> <td>0</td> <td>0</td> </tr> <tr> <td>Goodyear and Fordhouse Road</td> <td>8</td> <td>0</td> <td>0</td> <td>8</td> <td>2</td> <td>0</td> </tr> <tr> <td>Wolverhampton Science Park and Dunstall and Wulfrun Trading Estate</td> <td>49</td> <td>12</td> <td><del>41</del> <b>10</b></td> <td>7</td> <td>3</td> <td>1</td> </tr> <tr> <td>Fowlers Playing Fields, Park Village and Fallings Park</td> <td>0</td> <td>0</td> <td>0</td> <td><del>15</del> <b>12</b></td> <td>0</td> <td><del>3</del> <b>4</b></td> </tr> <tr> <td><b>AAP Total</b></td> <td><b>132</b></td> <td><b>38</b></td> <td><del>27</del> <b>26</b></td> <td><del>34</del> <b>30</b></td> <td><b>5</b></td> <td><del>4</del> <b>5</b></td> </tr> </tbody> </table> <p style="text-align: right;">Figure 2: Table of Employment Land</p>	Character Area	High Quality			Local Quality			Total	EDO	EIA	Total	EDO	EIA	Junction 2	75	26	16	0	0	0	Fordhouses	0	0	0	<del>4</del> <b>3</b>	0	0	Goodyear and Fordhouse Road	8	0	0	8	2	0	Wolverhampton Science Park and Dunstall and Wulfrun Trading Estate	49	12	<del>41</del> <b>10</b>	7	3	1	Fowlers Playing Fields, Park Village and Fallings Park	0	0	0	<del>15</del> <b>12</b>	0	<del>3</del> <b>4</b>	<b>AAP Total</b>	<b>132</b>	<b>38</b>	<del>27</del> <b>26</b>	<del>34</del> <b>30</b>	<b>5</b>	<del>4</del> <b>5</b>	<p>To update table following extension of EIA7 and LQEA6 designations and correction of figures from Publication version.</p>
	Character Area	High Quality			Local Quality																																																					
Total		EDO	EIA	Total	EDO	EIA																																																				
Junction 2	75	26	16	0	0	0																																																				
Fordhouses	0	0	0	<del>4</del> <b>3</b>	0	0																																																				
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First bullet-point under title “Key Development Outputs” on Page 7.	<p>Delete first figure “165” [ha] and replace with “160” [ha].</p> <p><b>The AAP will ensure that:</b></p> <ul style="list-style-type: none"> <li>At least <del>165</del> <b>160</b> ha of land is safeguarded for employment uses. These areas will be targeted to secure investment in 74 ha of employment land through redevelopment and other investment opportunities. This will meet identified demand and will achieve an uplift in the overall quality of premises available.</li> </ul>	<p>To update table following extension of EIA7 and LQEA6 designations and correction of figures from Publication version.</p>																																																								

Main Mod No.	Policy/ Paragraph/ Page	Change	Reason
	<p>Policy SRC1 on Page 9.</p> <p>Paragraph 2.3 on Page 9.</p>	<p>Delete figure “34 ha” under title Local Quality Employment Land” and replace with “30 ha”.</p> <p><b>Policy SRC1: Local Quality Employment Land</b> Local Quality Employment Land is characterised by a critical mass of industrial, warehousing and service activity in fit for purpose accommodation with good access to local markets and employees (BCCS Policy EMP3).</p> <p>To maintain an adequate supply of local quality employment sites the AAP identifies <del>34</del> <b>30</b> ha of Local Quality Employment Land. Local Quality Employment Land will be suitable for Use Classes B1 (b) (c), B2 and B8 as well as motor trade related uses, haulage and transfer depots, trade wholesale retailing and builders merchants, scrap metal, timber, construction premises and yards and waste collection, transfer and recycling uses as set out in BCCS Policy EMP3.</p> <p>Delete figure “165” [ha] in second sentence and replace with “162” [ha].</p> <p><b>Justification</b> <b>2.3</b> Attracting jobs and investment is a key aim of the Core strategy and this AAP. The AAP protects <del>165</del> <b>162</b> ha of employment land to meet the Core Strategy targets and identifies the boundaries of High Quality Employment Land and Local Quality Employment Land. It also identifies a number of Employment Development Opportunities (EDOs) and Employment Investment Area (EIAs) to ensure there is a sufficient supply of readily available employment land and to ensure that enough employment land is improved to a high quality standard by 2026.</p>	<p>To update figures following extension of EIA7 and LQEA6 designations and correction of figures from Publication version.</p> <p>To update figures following extension of EIA7 and LQEA6 designations and correction of figures from Publication version.</p>
MM12	Tables in Part Three, Pages 32-53.	Replace tables as set out in Appendix C with policy column added.	To provide greater clarity as to the primary policies that apply to designations within the plan.

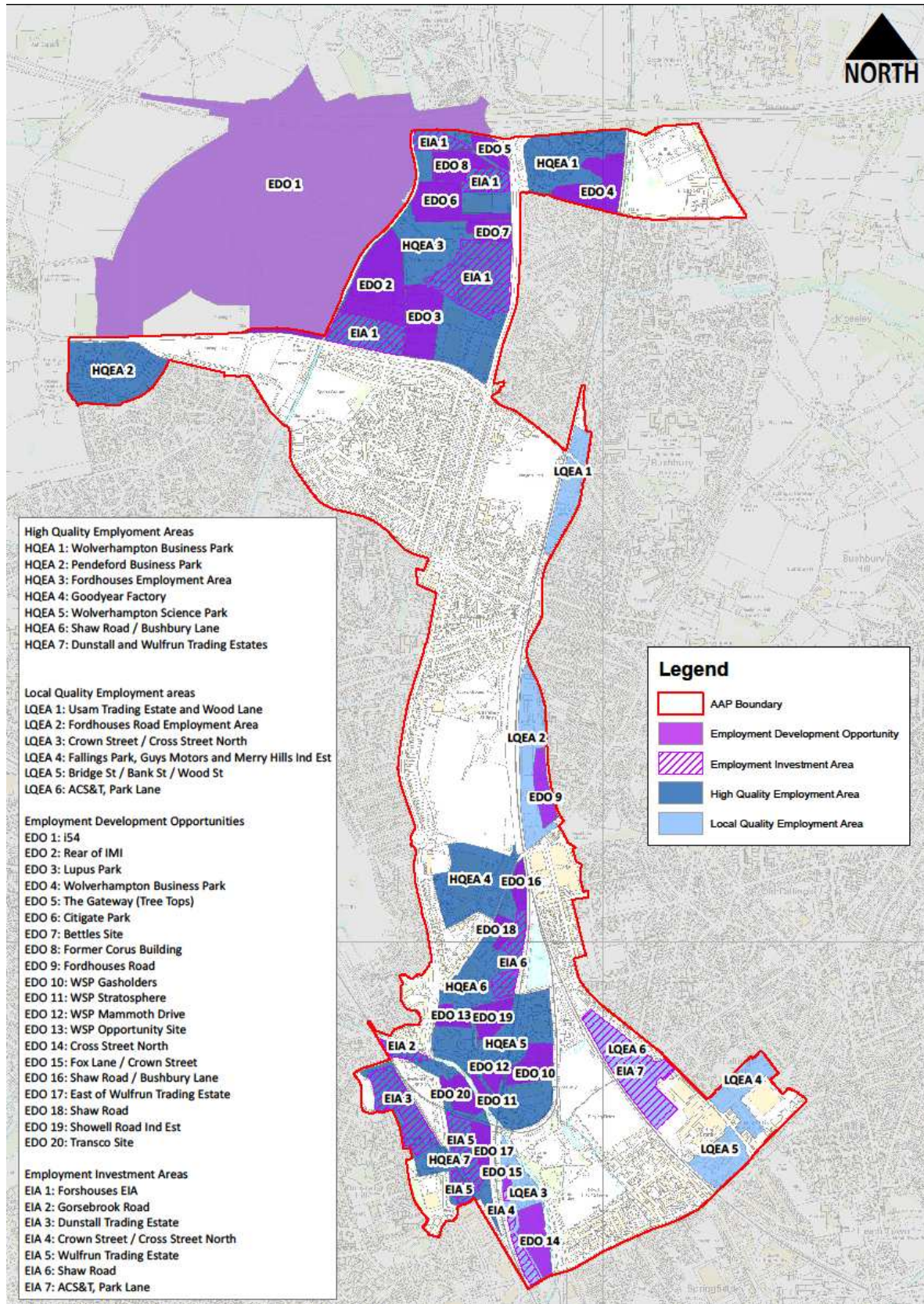


Appendix A: Context Map





Appendix B: Employment Land



## Appendix C: Primary Policies

Table of policies

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Principal Policies	Area Ref	Name	Type	Size (ha)
SRC 1	HQEA 1	Wolverhampton Business Park	High Quality Employment Land	12
BCCS	HQEA 2	Pendeford Business Park	High Quality Employment Land	9.3
EMP 2	HQEA 3	Fordhouses Employment Area	High Quality Employment Land	53.5

Principal Policies	Site Ref	Name	Type	Size (ha)	Indicative Phasing	Further Information
Sites within the Enterprise Zone						
SRC 1	EDO 1	i54	Employment Development Site	1	Pre 2016	Existing commitment: 1ha within Wolverhampton, remainder within South Staffordshire
	EDO 2	Rear of IMI Marstons	Employment Development Site	7.2	Pre 2016	High quality design adjacent to canal having regard to BCCS Policies ENV2 and ENV4.
	EDO 3	Lupus Park	Employment Development Site	4.4	Pre 2016	Existing commitment
	EDO 4	Wolverhampton Business Park	Employment Development Site	4.2	Pre 2016	Existing commitment (includes B1(a) Office use)
	EDO 5	The Gateway (Tree Tops)	Employment Development Site	1.4	Pre 2016	Existing commitment (includes B1(a) Office and hotel uses)
Sites outside the Enterprise Zone						
SRC 1	EDO 6	Citigate Park	Employment Development Site	4.1	Pre 2016	High quality design adjacent to canal having regard to BCCS Policies ENV2 and ENV4.
	EDO 7	Bettles Site	Employment Development Site	1.5	Post 2016	Existing commitment (To include compensatory provision for loss of SLINC on site)
	EDO 8	Fmr Corus building	Employment Development Site	2.4	Post 2016	
	EIA 1	Fordhouses EIA	Employment Investment Area	15.5	By 2026	High quality design adjacent to canal having regard to BCCS Policy ENV4.



Principal Policies	Site Ref	Name	Type	Further Information
SRC 11	INF 1	Bushbury Substation	Key Infrastructure	Proposals will be supported where national and local Green Belt policies are satisfied.
SRC 9 BCCS Policy ENV 1 UDP Policies R3/R5	OS 1	Broadlands Open Space	Open Space	
	OS 2	Greenfield Lane Golf Course	Open Space	
	OS 3	Lucas Sports Ground	Open Space	Private Sports Ground
	OS 4	Wobaston Road Sports Ground	Open Space	Site is outside Wolverhampton City boundary and shown for context; South Staffordshire policies apply
SRC 9 BCCS Policy ENV 6 UDP Policies R3/R5	OS 5	Pendeford Lane Sports Ground	Open Space	
	OS 6	Wobaston Road Open Space	Open Space	
	OS 7	Marsh Lane Open Space	Open Space	
	OS 8	The Droeway Allotments	Open Space	Allotments
	OS 9	Fordhouses Cricket Club, Pendeford	Open Space	Private Sports Ground
	OS 11	Pendeford Business Park Natural Area	Open Space	
	OS 12	Pendeford Business Park Buffer	Open Space	
BCCS ENV 1	NAT 1	Land West of Stafford Road	Nature Conservation	Site of Local Importance for Nature Conservation (SLINC)
	NAT 2	Land at Pendeford Lane	Nature Conservation	Site of Local Importance for Nature Conservation (SLINC)

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SRC 7	LCD 1	Wobaston Road Playing Fields	Characterisation Study Asset	Category 1
	LCD 2	Wobaston Road Sports Ground	Characterisation Study Asset	Category 1
	LCD 4	Goodrich Sports Ground	Characterisation Study Asset	Category 2 & 3
	LCD 5	Greenfield Lane Golf Course	Characterisation Study Asset	Category 2 & 3
	LCD 6	Marsh Lane Canal Bridge	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 7	Flats Development, Bee Lane / Stafford Road	Characterisation Study Asset	Category 2 & 3
SRC 8 BCCS ENV 4	CON 1	Worcestershire and Staffordshire Canal Conservation Area	Conservation Area	Heritage Asset and Site of Importance for Nature Conservation (SINC)

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Principal Policies	Site Ref	Name	Type	Indicative Phasing
SRC 2	TI 1	i54-City enhanced public transport corridor	Public transport corridor along the A449	By 2026
	TI 2	Motorway Access to i54	Proposal shown for context – not in AAP area	By 2016
	TI 3	Wobaston Road / Vine Island	Improvements to capacity, pedestrian safety and public transport priority	By 2016
	TI 4	Stafford Road / Goodrich / Springfield Lane Junction	Junction Improvement	By 2016
	TI 5	Staffordshire and Worcestershire Canal	Canal improvements to provide enhancements for pedestrians and cyclists.	By 2026

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Principal Policies	Site Ref	Name	Type
SRC 6	D 1	M54 J2	Gateway
	D 2	I54 entrance from Wobaston Road	Local Focal Point
	D 3	Wobaston Road / Stafford Road Junction	
	D 4	Greenfield Lane	
	D 5	Staffordshire & Worcester Canal at Wobaston Road	Canal Focal Points

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Principal Policies	Area Ref	Name	Type	Size
SRC 1 BCCS EMP3	LQEA 1	Usam Trading Estate and Wood Lane	Local Quality Employment Land	2.9ha
SRC 3	DLC 1	Three Tuns (Stafford Road) Centre	District Centre	N/A

Principal Policies	Site Ref	Name	Type	Further Information
SRC 9 BCCS Policy ENV 6 UDP Policies R3/R5	OS 6	Wobaston Road Open Space	Open Space	
	OS 10	Patshull Avenue Playing Fields	Open Space	
	OS 13	St Anthony's Roman Catholic Primary School	Open Space	
	OS 14	Bee Lane Playing Fields	Open Space	
	OS 15	Harrowby Road Allotments	Open Space	Allotments
	OS 16	Shelley Road Open Space	Open Space	
	OS 17	Kipling Road Open Space	Open Space	
SRC 7	LCD 3	Patshull Avenue Playing Fields	Characterisation Study Asset	Category 1
	LCD 8	St Anthony's Roman Catholic Church	Characterisation Study Asset	Category 2 & 3
	LCD 9	Elston Hall Primary School	Characterisation Study Asset	Category 1 Locally Listed Building Heritage Asset

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	LCD 10	Former Three Tuns Inn	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 11	Church of the Epiphany and Vicarage	Characterisation Study Asset	Category 2 & 3
	LCD 12	436 Stafford Road	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 13	448-462 Stafford Road and 1-3 Church Road	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 14	Woodbine Inn, Wood Lane	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 3	Patshull Avenue Playing Fields	Characterisation Study Asset	Category 1
	LCD 15	Bee Lane Playing Fields	Characterisation Study Asset	Category 1
	LCD 16	Railway Cottages and Adjacent Former Pumping Station, Wood Lane	Characterisation Study Asset	Category 2 & 3 Heritage Assets

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Principal Policies	Site Ref	Name	Type	Indicative Phasing
SRP 40 SRC 2	TI 1	i54-City Centre enhanced public transport corridor	Public Transport Corridor along A449	By 2026
	TI 6	Stafford Road / Three Tuns Lane / Marsh Lane Island	Improve pedestrian facilities and traffic capacity	By 2016
	TI 7	Stafford Road / Oxley Moor Road	Junction Improvement	By 2026
	TI 9	Safety Improvements to Stafford Road	Review gaps in Stafford Road Central Reservation and close if there is a safety imperative	By 2016

Principal Policies	Site Ref	Name	Type
SRC 6	D 6	Bee Lane	Local Focal Points
	D 7	Three Tuns Centre	
	D 8	Three Tuns Lane / Elston Hall Lane	

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Principal Policies	Area Ref	Name	Type	Size (ha)
SRC 1 BCCS EMP 2	HQEA 4	Goodyear Factory	High Quality Employment Land	8.4
SRC 1 BCCS EMP 3	LQEA 2	Fordhouses Road Employment Area	Local Quality Employment Land	8.1

Principal Policies	Site Ref	Name	Type	Capacity ha/(dws)	Indicative Phasing	Further Information
SRC 4	HP1	Goodyear Mixed Use Redevelopment	Housing and Neighbourhood Centre	18.8/(685)	By 2021	Existing commitment: Under construction
SRC 4	HP2	Promise House – South	Housing	0.5/(40)	Post 2016 <b>By</b>	<b><u>Existing commitment: Under construction</u></b>
SRC 4	HP 3	Showell Road / Busbury Lane	Housing	2.1/(75)	Post 2016	0.3 ha open space
SRC 4	HP 4	Armitage Shanks	Housing	2.4/(92)	Pre 2016	Existing Commitment
SRC 1	EDO 9	Fordhouses Road	Employment Development Site	1.9	Post 2016	

Principal Policies	Site Ref	Name	Type	Further Information
SRC 9 BCCS Policy ENV1 UDP Policies R3/R5	OS 18	Goodyear Sports Ground	Private Sports Ground	
	OS 19	Goodyear Neighbourhood Park	Open Space	Planning permission granted for approximately 6ha
	OS 20	Oxley Primary School	Open Space	
BCCS Policy ENV1	NAT 3	Bushbury Sidings	Nature Conservation	Site of Local Importance for Nature Conservation (SLINC)
BCCS Policy ENV1	NAT 4	Goodyear	Nature Conservation	Site of Local Importance for Nature Conservation (SLINC)

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SRC 7	LCD 17	3-127 Bushbury Lane	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 33	The Island House Public House	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 35	166-172 Stafford Road	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 20	Oxley Primary School	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 21	190-236 Stafford Road	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 22	Goodyear Clock Tower	Characterisation Study Asset	Category 1 Locally Listed Building Heritage Asset
	LCD 23	26-154 Showell Road	Characterisation Study Asset	Category 2 & 3 Heritage Asset

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Principal Policies

Principal Policies	Site Ref	Name	Type	Indicative Phasing
SRC 2	TI 1	i54-City enhanced public transport corridor	Public transport corridor along the A449	By 2026
	TI 8	Goodyear Island	Road Safety Improvements	By 2016
	TI 9	Safety Improvements to the A449 Stafford Road	Review gaps in Stafford Road Central Reservation and close if there is a safety imperative	By 2016

Principal Policies	Site Ref	Name	Type
SRC 6	D 9	Goodyear Island	Local Focal Points
	D 10	Bushbury Lane Bridge	

Principal Policies	Area Ref	Name	Type	Size (ha)
SRC 1	HQEA 5	Wolverhampton Science Park	High Quality Employment Land	18.8
BCCS EMP 2	HQEA 6	Shaw Road / Bushbury Lane Employment Area	High Quality Employment Land	12.9
	HQEA 7	Dunstall and Wulfrun Trading Estates	High Quality Employment Land	17.3
SRC 1 BCCS EMP 3	LQEA 3	Crown Street / Cross Street North	Local Quality Employment Land	7.4
BCCS Policy WM2	SW 1	Crown Street Energy from Waste Facility	Existing Strategic Waste Management Facility	N/A
BCCS Policy WM2	SW 2	Crown Street Transfer Station	Existing Strategic Waste Management Facility	N/A
BCCS Policy WM2	SW 3	Shaw Road Household Waste Recycling Centre	Existing Strategic Waste Management Facility	N/A

Principal Policies	Site Ref	Name	Type	Size ha / (pitches)	Indicative Phasing	Further Information
SRC 4	HP5	Bushbury Reservoir	Housing	(12)	Pre 2016	<del>Existing commitment</del> 12 Pitches <b><u>Existing commitment, 12 gypsy and traveller permanent pitches</u></b>
SRC 1	EDO 10	WSP – Gas Holders	Employment Development Site	2.6	Pre 2016	
	EDO 11	WSP Stratosphere	Employment Development Site	0.4	Pre 2016	High quality design adjacent to canal having regard to Policies ENV2 and ENV4. Specific guidance in Wolverhampton Locks Conservation Area Appraisal to be incorporated into design and layout of site

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EDO 12	WSP Mammoth Drive	Employment Development Site	0.8	Pre 2016	Existing Commitment commitment includes B1(a) Office use
EDO 13	WSP Opportunity Site	Employment Development Site	1.1	Pre 2016	
EDO 14	Cross Street North	Employment Development Site	2.8	Pre 2016	High quality design adjacent to canal having regard to Policies ENV2 and ENV4. Specific guidance in Wolverhampton Locks Conservation Area Appraisal to be incorporated into design and layout of site.
EDO 15	Foxs Lane / Crown Street	Employment Development Site	0.4	Post 2016	
EDO 16	Shaw Road / Bushbury Lane	Employment Development Site	0.8	Post 2016	
EDO 17	East of Wulfrun Trading Estate	Employment Development Site	1.4	Post 2016	
EDO 18	Shaw Road	Employment Development Site	0.8	Post 2016	
EDO 19	Showell Rd Ind Est	Employment Development Site	2.1	Post 2016	
EDO 20	Transco Site	Employment Development Site	1.9	Post 2016	High quality design adjacent to canal having regard to BCCS Policies ENV2 and ENV4. Specific guidance in Wolverhampton Locks Conservation Area Appraisal to be incorporated into design and layout of site.
EIA 2	Gorsebrook Road	Employment Investment Area	0.7	By 2026	High quality design adjacent to canal having regard to BCCS Policies ENV2 and ENV4. Specific guidance in Wolverhampton Locks Conservation Area Appraisal to



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						be incorporated into design and layout of site.
	EIA 3	Dunstall Trading Estate	Employment Investment Area	4.3	By 2026	
	EIA 4	Crown Street / Cross St North	Employment Investment Area	1.3	By 2026	
	EIA 5	Wulfrun Trading Estate	Employment Investment Area	3.2	By 2026	
	EIA 6	Shaw Road	Employment Investment Area	2.1	By 2026	

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Principal Policies	Site Ref	Name	Designation	Further Information
BRC 9 BCCS Policy ENV1 UDP Policies R3/R5	OS 21	Moorland Avenue Open Space	Open Space	
	OS 22	Old Fallings Park Sports and Social Club Bowling Green	Open Space	
	OS 23	South Street Open Space	Open Space	
	OS 24	Glentworth Gardens Open Space	Open Space	
	OS 25	Wolverhampton Science Park 1	Open Space	
	OS 26	Wolverhampton Science Park 3	Open Space	
	OS 27	Dunstall Hill Open Space	Open Space	
	OS 28	Stafford Road/Dunstall Hill	Open Space	
	OS 29	Wolverhampton Science Park 2	Open Space	
BCCS Policy ENV 1	NAT 5	Bushbury Junction Reservoir	Nature Conservation Designation	Site of Local Importance for Nature Conservation (SLINC)
	NAT 6	Land at Wolverhampton Science Park	Nature Conservation Designation	Site of Local Importance for Nature Conservation (SLINC)
	NAT 7	Stafford Road Cutting	Nature Conservation Designation	Site of Importance for Nature Conservation (SINC) & Site of Local Importance for Nature Conservation (SLINC)

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SRC 7	LCD 34	Mosque, Five Ways	Characterisation Study Asset	Category 2 & 3
	LCD 19	Oxley House and Gardens	Characterisation Study Asset	Category 1 Statutory Listed Building Heritage Asset
	LCD 36	Wolverhampton Science Park	Characterisation Study Asset	Category 2 & 3
	LCD 37	Railway Viaduct, WSP	Characterisation Study Asset	Category 1 Statutory Listed Building Heritage Asset
	LCD 38	Oxley Viaduct	Characterisation Study Asset	Category 1 Statutory Listed Building Heritage Asset
	LCD 39	Lady Wulfrun Memorial	Characterisation Study Asset	Statutory Listed Building Heritage Asset
BCCS ENV4 SRC8	CON 2	Wolverhampton Locks / Birmingham Canal	Conservation Area	Focal Point for the area. Conservation area Statutorily listed building Heritage Asset and Site of Importance for Nature Conservation (SINC)

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Principal Policies	Site Ref	Name	Type	Indicative Phasing
SRC 2	TI 1	i54-City Centre enhanced public transport corridor	Public transport corridor along the A449	By 2026
	TI 10	WSP Park & Ride	Review role of existing Park and Ride site	By 2016
	TI 11	Cross Street North / Cannock Road	Junction Improvements, including pedestrian enhancements	2021-2026
	TI 12	Bushbury Lane Island	Junction Improvements	By 2026
	TI 13	Stafford Road / Gorsebrook Road Island	Junction Improvements	By 2026
	TI 14	Five Ways Island	Junction Improvements	By 2026
	TI 15	Birmingham Canal	Canal improvements to provide enhancements for pedestrians and cyclists.	By 2026

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Principal Policies	Site Ref	Name	Type
SRC 6	D 11	Five Ways Island	Gateway
	D 12	Bushbury Lane Island	Local Focal Points
	D 13	Railway bridges crossing Stafford Road	
	D 14	Junction of Birmingham Canal and Oxley Viaduct at Jones Road	Canal Focal Points

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Principal Policies	Area Ref	Name	Type	Size (ha)
SRC 1 BCCS	LQEA 4	Fallings Park, Guys Motors and Merry Hills Industrial Estates	Local Quality Employment Land	4.1
	LQEA 5	Bridge St / Bank St / Wood St	Local Quality Employment Land	3.6
TEMP 3	LQEA 6	ACS&T, Park Lane	Local Quality Employment Land	<del>3.4</del> <b>3.8</b>
SRC 5	HIA 1	Park Village	Housing Improvement Area	15.4

Principal Policies	Site Ref	Name	Type	Capacity ha/ (dwellings)	Indicative Phasing	Further Information
SRC 4	HP 6	Former Paget Arms Public House	Housing	<del>0.4/(10)</del>	Post 2016	Capacity restricted by adjacent uses
	HP 7	Bus Depot	Housing	2.8/(95)	Post 2021	Approximately 0.4 ha of open space with possible links to Fowlers Playing Field Appropriate design including, layout and orientation of buildings, landscaping and buffer zones to ensure the development does not prejudice the continued operation of adjacent uses and to ensure a suitable quality of environment for future occupants  Dependent on bus depot relocation

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	HP 8	Bluebird Trading Estate and Site to Rear	Housing	3.6/(130)	By 2021	Approximately 0.5ha of open space linked to Fowlers Playing Field. Appropriate design including, layout and orientation of buildings, landscaping and buffer zones to ensure the development does not prejudice the continued operation of adjacent uses and to ensure a suitable quality of environment for future occupants Maintain and enhance Local heritage assets through retention and reuse
	HP 9	Assa Abloy Building and Former Petrol Filling Station	Housing	3.1/(110)	Post 2021	Approximately 0.5ha of open Space with possible links to Fowlers Playing Field Appropriate design including, layout and orientation of buildings, landscaping and buffer zones to ensure the development does not prejudice the continued operation of adjacent uses and to ensure a suitable quality of environment for future occupants Maintain and enhance Local heritage assets through retention and reuse
SRC 1	EIA 7	ACS&T, Park Lane	Employment Investment Area	<del>3.4</del> <b>3.8</b>	Post 2024 <b>2016</b>	

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	Site Ref	Name	Type	Further Information
SRC 9 BCCS Policy ENV1 UDP Policies R3/R5	OS 30	Joan O'Callaghan Playground	Open Space	
	OS 31	Fowlers Playing Fields	Open Space	Improved pedestrian and cycling access to Cannock Road / Springfield Brewery and Park Lane / Guy Avenue. Potentially provide a route through the open space for cyclists as an alternative to the canal towpath. Security and other improvements to increase use of site.
	OS 32	Natural Area Adjoining Fowlers Park	Open Space	
	OS 33	Park Village Multi Use Games Area	Open Space	

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BCCS Policy ENV 1	NAT 8	Land at Fowlers Playing Fields	Nature Conservation	Site of Local Importance for Nature Conservation (SLINC)
BCCS ENV4 SRC7	CON 2	Wolverhampton Locks / Birmingham Canal	Conservation Area	Focal Point for area. Conservation area Statutorily listed buildings Heritage Asset and Site of Importance for Nature Conservation (SINC)
SRC 7	LCD 18	Railway Bridges, Showell Road	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 24	Clinic, Park Lane	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 25	Guys Motors Industrial Building	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 26	Bluebird Trading Estate – Street Frontage	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 27	Park Village Youth Community Centre	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 28	443-449 Cannock Road	Characterisation Study Asset	Category 2 & 3 Heritage Asset
	LCD 29	Methodist Church, Stratton Street	Characterisation Study Asset	Category 2 & 3 Locally Listed Building Heritage Asset
	LCD 30	Lewisham Arms Public House, Stratton Street	Characterisation Study Asset	Category 2 & 3 Locally Listed Building Heritage Asset
	LCD 31	Park Village - Areas of late 19 <sup>th</sup> Century/early 20 <sup>th</sup> Century Housing	Characterisation Study Asset	Category 1 Heritage Asset
	LCD 32	Fowlers Playing Fields	Characterisation Study Asset	Category 1 Sites of archaeological interest included within conservation area designation and Local List. Heritage Asset

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**Page 53**

Principal Policies	Site Ref	Name	Type	Phasing
SRC 2	TI 15	Birmingham Canal	Canal improvements to provide enhancements for pedestrians and cyclists.	By 2026

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	TI 16	Cannock Road / Cambridge Street	Junction Improvements, including pedestrian enhancements	Post 2021
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Principal Policies	Site Ref	Name	Type
SRC 6	D 17	Park Lane / Guy Avenue Junction	Local Focal Points
	D 15	Fox's Lane access to Fowlers Playing Fields	Canal Focal Points
	D 16	Birmingham Canal at Cannock Road	

## Appendix 2 Bilston Corridor Area Action Plan Main Modifications

The following Main Modifications are required in order to make the AAP sound:

Main Modification No.	Policy/Paragraph/Page	Change	Reason
MM1	Table entitled “Area Designation” for Bilston Neighbourhood Plan Area - Bilston Urban Village (MU3) and Total rows [Pages 74 and 77].	Replace “500 (minimum)” with “625” in column 6 under title “New homes” and “200 (min) by 2016 300 (min) by 2021” with “200 by 2016 300 by 2021 125 by 2026” in column 8 “Indicative Phasing”. Adjust total number of new homes from “945” to “1072” [P. 77].	Increase housing capacity and update phasing of housing on Bilston Urban Village site to reflect the November 2013 SHLAA.
MM2	Table entitled “Area Designation” for East Park Character Area - Thompson Avenue Open Space and Total rows [Pages 58 and 59], together with “Figure 10. East Park Character Area” [P. 55].	Replace “HOS1” with “HC7” in column 3 under title “Area Ref”; “Housing on Open Space” with “Housing Commitment” in column 4 under title “Type”; and “100” with “120” in column 6 under title “New homes” in table on P. 58, together with consequential change to label on Figure 10 on P. 55 [Replace “HOS1” with “HC7”]. Adjust total number of new homes from “1010” to “1030” [P. 59].	Increase housing capacity of Thompson Avenue Open Space site and change from an allocation to a commitment, to reflect recent planning permission, as set out in the November 2013 SHLAA.
MM3	Table entitled “Area Designation” for Bilston Neighbourhood Plan Area – Thompson Avenue Open Space row [P 75] together with “Figure 12. Bilston Neighbourhood Plan Character Area” [P. 71].	Replace “HOS2” with “HOS1” in column 3 under title “Area Ref”, together with consequential change to label on Figure 12 [Replace “HOS2” with “HOS1”].	To reflect change in numbering of HOS sites following redesignation of Thompson Avenue Open Space as a housing commitment.

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MM4	Paragraph 2.4 [P 14].	Replace the 1st and 3rd figures in the final sentence of this paragraph with “977” [homes by 2016] and “410” [homes by 2026].	To reflect changes MM1 and MM2
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Main Modification No.	Policy/Paragraph/Page	Change	Reason
MM5	Figure 2 “Housing Commitments and Allocations by Character Area” [P 14].	Replace the figures in row 2 “East Park” with “485”, “545” and “1030”, respectively, the figures in row 4 “Bilston Neighbourhood Plan” with “182”, “890” and “1072”, respectively, and the figures in row 5 “AAP Total” with “1277”, “1470” and “2747” respectively. Summarised in table below.	To reflect changes MM1 and MM2.
MM6	Policy BC1 “Delivering Sustainable Levels of Housing” [P 14].	Replace the only figure in the policy “2,600” with “2,740”.	To reflect changes MM1 and MM2.
MM7	Bilston Town Centre sites within Bilston Neighbourhood Plan Area, row labelled “B1” and entitled “Former Bilston Leisure Centre” [P 86].	Replace “Marketed for Town Centre Uses” with “Marketed for Town Centre Uses; the site has the potential for a minimum of 33 dwellings” in column 5 under title “Further Information”.	To reflect the November 2013 SHLAA
MM8	Bilston Town Centre sites within Bilston Neighbourhood Plan Area, row labelled “B2” and entitled “Land at Mount Pleasant” [P 86].	Replace “Development brief/part planning permission” with “Development brief/ part housing commitment for 64 homes” in column 5 under title “Further Information”.	To reflect the November 2013 SHLAA

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Main Modification No.	Policy/Paragraph/Page	Change	Reason
MM9	Bilston Town Centre sites within Bilston Neighbourhood Plan Area, row labelled "B3" and entitled "The Orchard" [P 86].	Replace "Draft Masterplan to be updated" with "Draft Masterplan to be updated; the site has the potential for a minimum of 22 homes" in column 5 under title "Further Information".	To reflect the November 2013 SHLAA
MM10	Policy BC8 "Delivering Environmental Infrastructure at the Local Level" [P 37].	Add the following phrase to the end of the penultimate sentence of the fourth paragraph [open space] of the policy "unless it can be demonstrated that it is not viable or feasible to do so".	To ensure viability and feasibility are taken into account in requiring open space on High Quality Employment Areas

Page 53

Revised Figure 2 set out below as referred to in MM5 above.

Character Area	Commitments	Allocations	Total
East Park	365 485	645 545	1010 1030
Ettingshall	610	35	645
Bilston Neighbourhood Plan	480 182	765 890	945 1072
<b>AAP Total</b>	<b>1155 1277</b>	<b>1445 1470</b>	<b>2600 2747</b>

Figure 2: Housing Commitments and Allocations by Character Area

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# Cabinet Meeting

23 April 2014

<b>Report title</b>	South Staffordshire Site Allocations Document – Issues and Options Consultation	
<b>Decision designation</b>	AMBER	
<b>Cabinet member with lead responsibility</b>	Councillor Peter Bilson Economic Regeneration and Prosperity	
<b>Key decision</b>	Yes	
<b>In forward plan</b>	Yes	
<b>Wards affected</b>	All	
<b>Accountable director</b>	Tim Johnson, Education and Enterprise	
<b>Originating service</b>	Planning / Community and Recreation	
<b>Accountable employee(s)</b>	Michèle Ross	Senior Planning Officer
	Tel	01902 55(4038)
	Email	Michele.ross@wolverhampton.gov.uk
<b>Report to be/has been considered by</b>	N/A	

## Recommendation(s) for action or decision:

The Cabinet is recommended to:

1. Approve the following as the basis of the Council's response to the South Staffordshire Site Allocations Document (SAD) – Issues and Options consultation:
  - South Staffordshire covers large areas of Green Belt land, but those parts which are of most strategic importance are located around the urban area, as they stop settlements from merging and also support urban regeneration. Therefore it is of key importance to maintain the gap between the Black Country urban area and South Staffordshire villages.

- In the case of Perton, only site 3(A) should be allocated for housing up to 2028 and any safeguarded land up to 2038, as this site makes the least contribution to Green Belt purposes and will not reduce the gap between Wolverhampton and Perton. If sites 1(D), 2(C) and 5(C), which would reduce this gap, are considered for housing allocations or safeguarding, this should be designed to: minimise any reduction of the gap; include appropriate landscaped buffers to reduce impact on Wolverhampton residents; have main road access from Perton; and maintain the existing no left turn / no right turn between Wrottesley Park Road and Pattingham Road.
- In the case of Bilbrook, only site 1 (C) should be allocated for housing up to 2028 and safeguarded land up to 2038, as this would place less pressure on the Wolverhampton road network than alternative sites.
- In the case of Codsall, only sites 1 (B) and 2 (B) should be allocated for housing up to 2028 and safeguarded land up to 2038, as these sites make a more limited contribution to Green Belt purposes and would place less pressure on the Wolverhampton road network than alternative sites.
- Any Perton and Codsall / Bilbrook housing allocations should be phased in the medium (5-10 years) or long (10-15 years) term, to minimise impacts on brownfield housing investment in Wolverhampton;
- Safeguarded land for housing up to 2038 should not be apportioned on the same basis as allocations up to 2028, as these reflect recent levels of development rather than the capacity of the settlement to absorb further development, suitability of available sites around each settlement or the ability of the road network to absorb residential traffic. The Green Belt review and effects on the road network should form the main basis for the apportionment, and therefore Perton, Codsall and Bilbrook should have a zero or low target up to 2038. In particular, in Perton this would reflect the fact that all available sites make a considerable contribution to Green Belt purposes.
- Support the allocation of sites E7 and E8 as a western extension to the i54 site, as and when required, as these sites will together provide a site with maximum accessibility and a strong long term boundary for i54 in the form of Pendeford Hall Lane.

The Council has committed funding for feasibility studies and has expended significant investment both in money and time with a view to building up a business case. This work is on-going and should be completed around summer 2014. This will give a more detailed understanding of the issues of developing the site and will allow a costed business plan to be developed. The proposal is also supported by Staffordshire County Council.

- The i54 western extension will help to meet Black Country high quality employment land needs, as only 10 ha of developable land remains at i54. The evidence for the extension will be provided by the South Staffordshire and Black Country Sub-regional High Quality Employment Land Study. The extension is projected to create 1000-1500 jobs in the priority sectors of aerospace, automotive, engineering, innovation and high

end manufacturing together with a further 3000 as a result of supply chain and 'spin – off' generated from the inward investment.

Economic growth and targeted growth within the sectors prioritised by the Black Country Strategic Economic Plan over the next 20 years will generate demand for new development based on the evidence and strength of the clusters and their importance to the sub-regional and national economy. To meet that demand, particularly for high end manufacturing, there needs to be a ready supply of well-located, serviced sites capable of accommodating a variety of large floor plates and attractive to those who fund such schemes, as money will remain in short supply well into the future and only the best sites will attract funding. It is the availability of the land which attracts demand from footloose operators and not vice versa.

- i54 has a strong international brand profile and major occupiers have approached the Council regarding the availability of additional land to support further expansion of the site. It is crucial to maximise the employment and regeneration opportunities created by the i54 brand, in particular to capture future investment associated with current occupiers, especially those linked to the JLR supply chain and which cannot be accommodated on other existing/potential sites within the Black Country.

Recent enquiries in the region show that there is activity within the market which would require a large site of over 10 ha. If the region hopes to land such an enquiry the availability of land in the short term is critical.

- Also support the allocation of Wobaston Road Playing Fields as an extension to the i54 site.
2. Receive further reports at the Preferred Options and Publication stages of the South Staffordshire SAD preparation process.

## **1.0 Purpose**

- 1.1 This report summarises the issues arising from the South Staffordshire Site Allocations Document (SAD) Issues and Options consultation and sets out the basis for a proposed Wolverhampton City Council response for approval by Cabinet.

## **2.0 Background**

- 2.1 The South Staffordshire Core Strategy was adopted in early 2014, setting out the broad planning strategy and quantum of housing and employment development required in the District up to 2028. South Staffordshire Council are now progressing a Site Allocations Document (SAD) to provide detailed policies and allocate sites for development. The Core Strategy and the SAD, when adopted, will form the adopted Local Plan for South Staffordshire and will be used to determine planning applications in the District.
- 2.2 Cabinet of 25 July 2012 received an update on the South Staffordshire Local Plan and requested a report on the SAD consultation. The first period of consultation on the SAD – Issues and Options - ends on 19 May 2014. This consultation is a key opportunity to influence the allocation of sites for development up to 2028 and beyond which may have an impact on Wolverhampton. The main issues raised by the consultation are the potential release of Green Belt sites for housing around Perton and major employment allocations close to Wolverhampton.
- 2.3 Subsequent stages of the process where a response will also be important are: Preferred Options (end 2014), and Publication (spring 2015).

## **3.0 Summary of Main Issues and Proposed Consultation Response**

- 3.1 A summary of the main issues raised by the consultation and the basis of the proposed Wolverhampton City Council consultation response is set out below.

### **Housing**

- 3.2 The adopted Core Strategy sets a District wide target of 1,081 new homes up to 2028 and directs the majority of this housing to 15 settlements, with a target for each settlement. The key issue for Wolverhampton is therefore the phasing and location of this housing rather than its scale, and how this could affect the delivery of regeneration priorities and the setting and amenity of residential areas in the City.
- 3.3 A Strategic Housing Land Availability Assessment (SHLAA) completed in 2012 identified a large number of potential housing sites around South Staffordshire settlements that could contribute towards meeting Core Strategy housing targets. The Issues and Options consultation puts forward most of the SHLAA sites for consultation, although it is important to note that only 8% of the total capacity of these sites is required to meet South Staffordshire's target. The proposals for new development in Codsall / Bilbrook

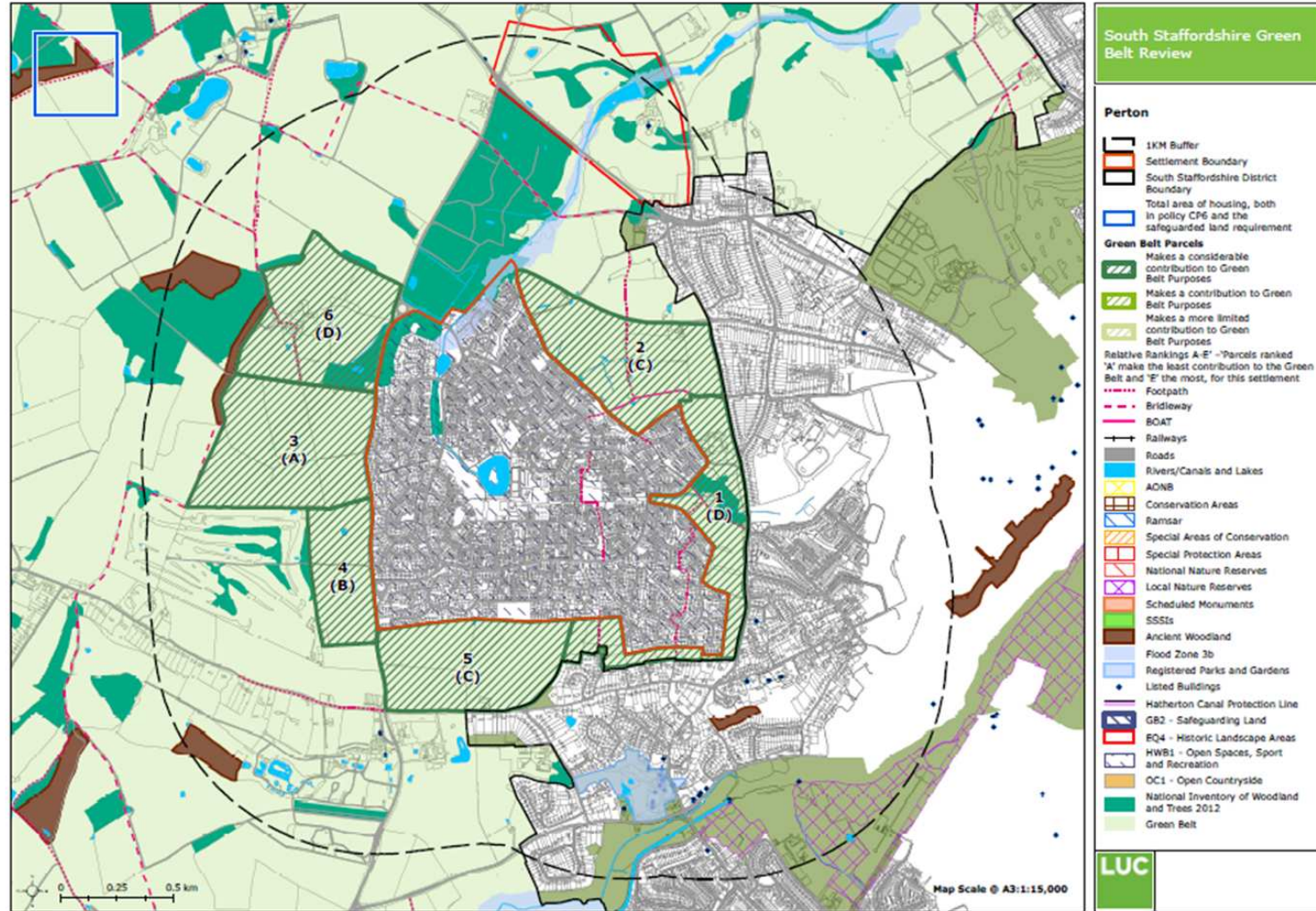
and Perton have the greatest significance for Wolverhampton, and the Tettenhall Regis and Tettenhall Wightwick wards in particular.

- 3.4 There are existing local road congestion issues in Tettenhall which may be exacerbated by new housing development and changes to road systems in South Staffordshire. Work carried out to investigate the potential impact of housing development at Perton, Codsall and Bilbrook on the road network concludes that there could be an 8-11% increase to traffic flows along the A41. The Tettenhall Neighbourhood Plan (Examination version) therefore expects South Staffordshire Council to ensure that this development does not have a detrimental effect on the Tettenhall road network and to work with the City Council to take remedial actions to avoid increased congestion on the A41 and other mitigation measures as appropriate (p.101).
- 3.5 The SAD must allocate land to deliver by 2028: 163 homes around Perton; 105 homes around Bilbrook; and 222 homes around Codsall. Views are sought on which of the identified sites are most suitable and when they should be released for development. Views are also sought on where land should be “safeguarded” for further housing development during 2028-38. One option is to carry forward the apportionment of housing used for the period up to 2028, which would represent an additional 175 homes for Perton, 122 for Bilbrook and 245 for Codsall.
- 3.6 There is very little land within the current built up areas of Perton and Codsall / Bilbrook which is suitable for housing development, therefore land needs to be taken out of the Green Belt around the edge of these settlements to meet the 2028 target, and any 2038 target. The proposed sites are shown on Maps 1-3, with the indicative area of land required to deliver the 2028 target shown as a blue square in the top left hand corner.
- 3.7 Regarding Perton, the Green Belt review published alongside the SAD states that all of these sites make a considerable contribution to Green Belt purposes, however they are ranked from least (A) to most (D) contribution. Using this criteria, site 3 (A) is the most suitable area within which to release a site for 163 homes adjoining the Perton boundary, and the sites closest to Wolverhampton – 1(D), 2(C) and 5(C) - are the least suitable.

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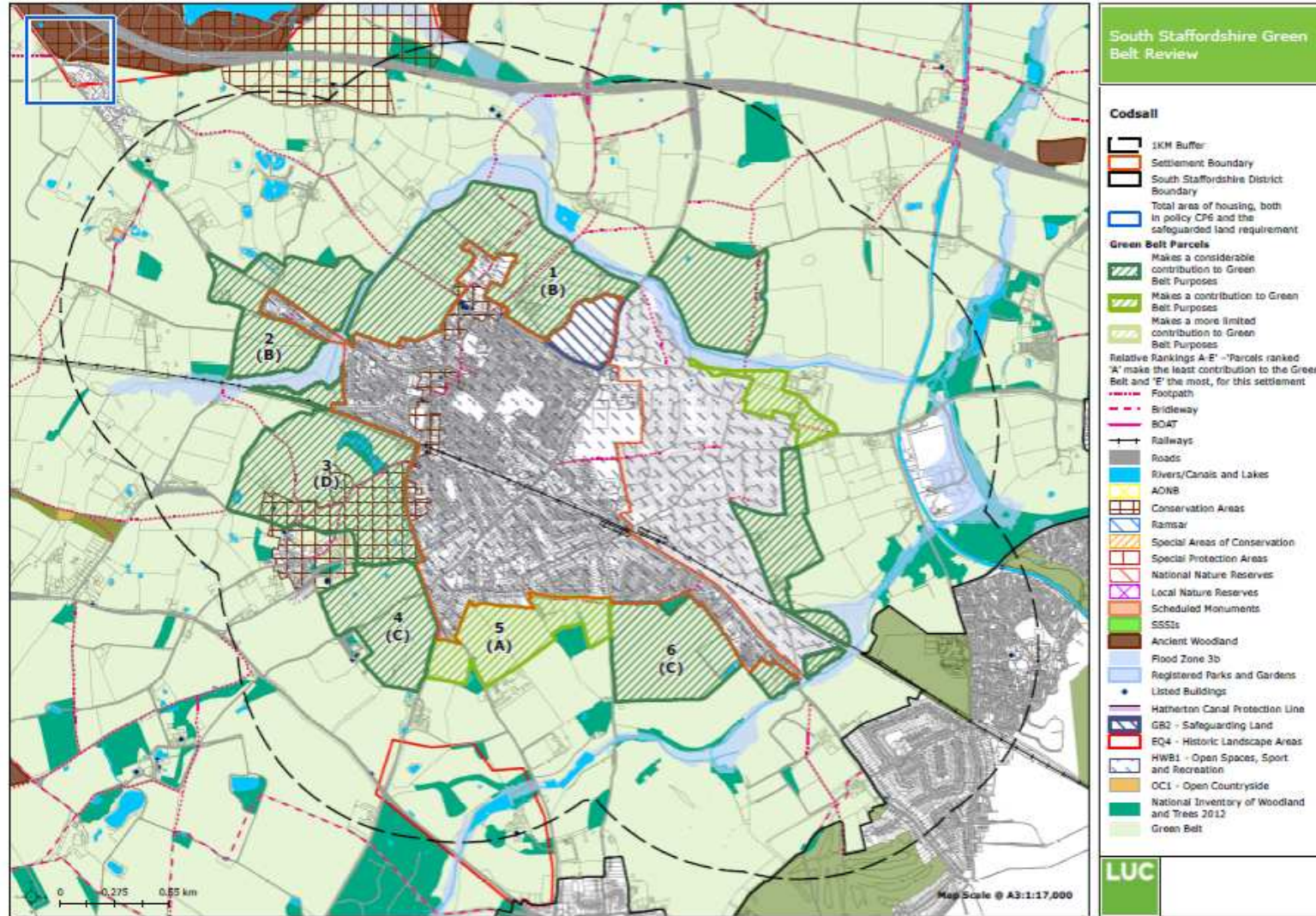


Map 1 – Perton Green Belt Review Sites



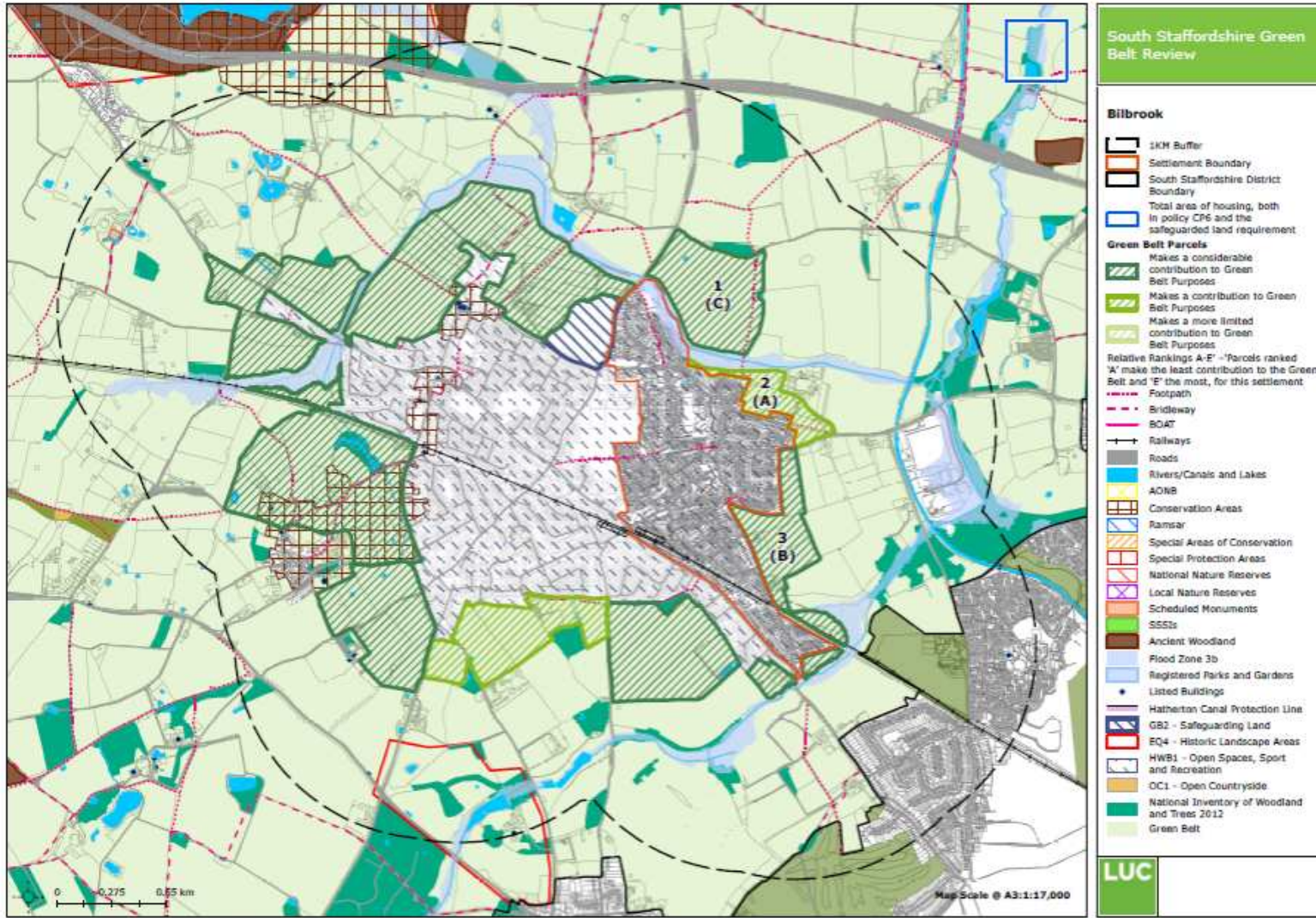


Map 2 – Codsall Green Belt Review Sites





Map 3 – Bilbrook Green Belt Review Sites



- 3.8 Regarding Codsall and Bilbrook, there are sites close to Wolverhampton which make a lower contribution to the Green Belt purposes (sites 2 (A) and 3 (B) in Bilbrook and 5 (A) in Codsall). However, these sites, individually and together, could put pressure on the Wolverhampton road network.
- 3.9 When the SHLAA was published Tettenhall Ward Councillors and local residents were concerned about the implications of sites identified between Perton and Wolverhampton, in terms of encroachment towards Tettenhall and road access. Tettenhall Members have been briefed on the SAD and their views have fed into the consultation response. A consultation event has also been arranged with Tettenhall Local Neighbourhood Partnership (LNP) to ensure that the views of the local community in Wolverhampton are fully taken into account by South Staffordshire Council.
- 3.10 It is recommended that the Council's detailed response to the SAD Issues and Options consultation is based on the following principles:
- South Staffordshire covers large areas of Green Belt land, but those parts which are of most strategic importance are located around the urban area, as they stop settlements from merging and also support urban regeneration. Therefore it is of key importance to maintain the gap between the Black Country urban area and South Staffordshire villages.
  - In the case of Perton, only site 3(A) should be allocated for housing up to 2028 and any safeguarded land up to 2038, as this site makes the least contribution to Green Belt purposes and will not reduce the gap between Wolverhampton and Perton. If sites 1(D), 2(C) and 5(C), which would reduce this gap, are considered for housing allocations or safeguarding, this should be designed to: minimise any reduction of the gap; include appropriate landscaped buffers to reduce impact on Wolverhampton residents; have main road access from Perton; and maintain the existing no left turn / no right turn between Wrottesley Park Road and Pattingham Road.
  - In the case of Bilbrook, only site 1 (C) should be allocated for housing up to 2028 and safeguarded land up to 2038, as this would place less pressure on the Wolverhampton road network than alternative sites.
  - In the case of Codsall, only sites 1 (B) and 2 (B) should be allocated for housing up to 2028 and safeguarded land up to 2038, as these sites make a more limited contribution to Green Belt purposes and would place less pressure on the Wolverhampton road network than alternative sites.
  - Any Perton and Codsall / Bilbrook housing allocations should be phased in the medium (5-10 years) or long (10-15 years) term, to minimise impacts on brownfield housing investment in Wolverhampton;

- Safeguarded land for housing up to 2038 should not be apportioned on the same basis as allocations up to 2028, as these reflect recent levels of development rather than the capacity of the settlement to absorb further development, suitability of available sites around each settlement or the ability of the road network to absorb residential traffic. The Green Belt review and effects on the road network should form the main basis for the apportionment, and therefore Perton, Codsall and Bilbrook should have a zero or low target up to 2038. In particular, in Perton this would reflect the fact that all available sites make a considerable contribution to Green Belt purposes.

## Employment

- 3.11 The Core Strategy supports modest extensions to the four freestanding strategic employment sites in the District where robust evidence and reasoned justification is provided to support the expansion. The i54 site is one of these four sites and the SAD consultation proposes safeguarding 40 ha of expansion land to the west of the site (sites E7 and E8) of which two thirds (24 ha) is owned by Wolverhampton City Council. However, it does not propose releasing this land for development before 2028.
- 3.12 The i54 site is currently one of the most significant development opportunities in the UK, attracting internationally significant investment with huge benefits to the local and regional economy. However, there are now only a limited number of development plots available and it is critical that the City does not lose out on further investment due to a lack of available quality employment land. The Council has supported the bringing forward of additional land at the site through the South Staffordshire Core Strategy and so the proposed western extension should be warmly welcomed. The Council is commissioning a joint study with sub-regional partners to provide evidence to support the need for expansion of i54, and feasibility work is underway to understand any constraints on development of the western extension. Subject to this work, it is important that the western extension is available for development in the short term should the need arise and this need cannot be accommodated on sites within the urban area.
- 3.13 There is an acknowledged need for the availability of readily developable employment sites in Wolverhampton and the Black Country. There is currently a lack of sites close to the motorway network, and many sites, even where currently on the market, require extensive remediation or access improvements before being capable of development. This issue has been highlighted following the success of attracting JLR to i54, which is leading to strong enquiries from potential occupiers. At present i54 has only approximately 10 hectares (ha) available which is capable of accommodating c. 56,000 sqm of floor space and it is anticipated that this will be taken up in the next 3 to 5 years.
- 3.14 There is also 6 ha of Council-owned land to the south of i54 on Wobaston Road which is available for employment development and not located in the Green Belt, but which is not shown as a proposed allocation in the SAD consultation. This land is former playing fields but Sport England have agreed that new playing fields to be constructed at Barnhurst Lane will mitigate for any loss. The land has always been included in the joint

venture arrangements for i54 with a view to being brought in to the i54 estate in the future.

3.15 It is recommended that the Council's detailed response to the SAD Issues and Options consultation is based on the following principles:

- Support the allocation of sites E7 and E8 as a western extension to the i54 site, as and when required, as these sites will together provide a site with maximum accessibility and a strong long term boundary for i54 in the form of Pendeford Hall Lane.

The Council has committed funding for feasibility studies and has expended significant investment both in money and time with a view to building up a business case. This work is on-going and should be completed around summer 2014. This will give a more detailed understanding of the issues of developing the site and will allow a costed business plan to be developed. The proposal is also supported by Staffordshire County Council.

- The i54 western extension will help to meet Black Country high quality employment land needs, as only 10 ha of developable land remains at i54. The evidence for the extension will be provided by the South Staffordshire and Black Country Sub-regional High Quality Employment Land Study. The extension is projected to create 1000-1500 jobs in the priority sectors of aerospace, automotive, engineering, innovation and high end manufacturing together with a further 3000 as a result of supply chain and 'spin -off' generated from the inward investment.

Economic growth and targeted growth within the sectors prioritised by the Black Country Strategic Economic Plan over the next 20 years will generate demand for new development based on the evidence and strength of the clusters and their importance to the sub-regional and national economy. To meet that demand, particularly for high end manufacturing, there needs to be a ready supply of well-located, serviced sites capable of accommodating a variety of large floor plates and attractive to those who fund such schemes, as money will remain in short supply well into the future and only the best sites will attract funding. It is the availability of the land which attracts demand from footloose operators and not vice versa.

- i54 has a strong international brand profile and major occupiers have approached the Council regarding the availability of additional land to support further expansion of the site. It is crucial to maximise the employment and regeneration opportunities created by the i54 brand, in particular to capture future investment associated with current occupiers, especially those linked to the JLR supply chain and which cannot be accommodated on other existing/potential sites within the Black Country.

Recent enquiries in the region show that there is activity within the market which would require a large site of over 10 ha. If the region hopes to land such an enquiry the availability of land in the short term is critical.

- Also support the allocation of Wobaston Road Playing Fields as an extension to the i54 site.

#### **4.0 Financial implications**

- 4.1 There are no immediate financial implications arising from this report. Any staffing costs will be met from the approved Planning budget. Cabinet (Resources) Panel of 23 July 2013 allocated £195,000 from the Regeneration Reserve revenue budget 2013/14 to fund i54 Western Extension Feasibility Studies (£175,000) regarding highway capacity, ground conditions and land assembly in addition to legal costs (£20,000) associated with the i54 scheme. This feasibility work is now underway. [ES/03042014/V]

#### **5.0 Legal implications**

- 5.1 As a neighbouring authority, South Staffordshire Council are required to work with the Council on the preparation of their Local Plan documents, under the “duty to cooperate”. The “duty to cooperate” in relation to planning of sustainable development was enacted by S110 of the Localism Act 2011 inserting a new S33A into Part 2 of the Planning and Compulsory Purchase Act 2004. The National Planning Policy Framework Planning Practice Guide states that the duty co-operate places a legal duty on local planning authorities to engage constructively, actively and on an ongoing basis to maximise the effectiveness of Local Plan preparation in the context of strategic cross boundary matters. The duty to cooperate is not a duty to agree. But local planning authorities should make every effort to secure the necessary cooperation on strategic cross boundary matters before they submit their Local Plans for examination. Local planning authorities must demonstrate how they have complied with the duty at the independent examination of their Local Plans. If a local planning authority cannot demonstrate that it has complied with the duty then the Local Plan will not be able to proceed further in examination. Local planning authorities will need to satisfy themselves about whether they have complied with the duty. As part of their consideration, local planning authorities will need to bear in mind that the cooperation should produce effective and deliverable policies on strategic cross boundary matters. [KR/08042014/N]

#### **6.0 Equalities implications**

- 6.1 A screening has been carried out for equalities implications and this concluded that a full Equality Analysis was not required for the recommendations of this report, as they do not involve a change to Council services, functions, policies or procedures.

#### **7.0 Environmental implications**

- 7.1 There are no direct environmental implications arising from this report.

#### **8.0 Corporate landlord implications**

- 8.1 The Council owns 23 ha of land forming part of the i54 western extension site and 6 ha of land at Wobaston Road. The allocation or safeguarding of this land for future

employment development has implications for the value of and disposal programme for this land.



## **9.0 Schedule of background papers**

South Staffordshire Core Strategy – December 2012

South Staffordshire Site Allocations Document (SAD) Issues and Options Consultation – March 2014

Report to 25 July 2012 Cabinet: South Staffordshire Local Plan Update

Report to 23 July 2013 Cabinet (Resources) Panel: Quarter One Revenue Budget Monitoring 2013/14

Tettenhall Neighbourhood Plan Examination Version - January 2014

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# Cabinet Meeting

23 April 2014

<b>Report title</b>	An Affordable Rent Policy for Wolverhampton Council Housing	
<b>Decision designation</b>	AMBER	
<b>Cabinet member with lead responsibility</b>	Councillor Peter Bilson Economic Regeneration and Prosperity	
<b>Key decision</b>	Yes	
<b>In forward plan</b>	Yes	
<b>Wards affected</b>	All	
<b>Accountable director</b>	Tim Johnson, Education and Enterprise	
<b>Originating service</b>	Housing	
<b>Accountable employee(s)</b>	Jane Trethewey	Section Leader, Housing Development 01902 555583
	Tel	jane.trethewey@wolverhampton.gov.uk
	Email	
<b>Report to be/ has been considered by</b>	N/A	

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## Recommendation(s) for action or decision:

The Cabinet is recommended to:

Approve the setting of Affordable Rents for new Homes and Communities grant funded council housing at 80% of the market rent level, limited by the Local Housing Allowance caps.

## Recommendations for noting:

The Cabinet is asked to note:

That the Council will not seek to apply Affordable Rents to existing council housing by the conversion of properties to Affordable Rent tenure when voids arise.

## 1.0 Purpose

- 1.1 This report seeks authorisation from Cabinet to introduce an Affordable Rent policy for council housing in Wolverhampton, where new build homes, property refurbishments and acquisitions are supported by Homes and Communities Agency (HCA) grant.

## 2.0 Background

- 2.1 The Council has set out an ambition to develop new council housing, and one mechanism by which to fund new homes is the use of various forms of grant from the HCA. The Council has already committed to three different development projects funded through this route:
- **Thompson Avenue** – this new housing development is being delivered by Kier Housing Partnerships who are applying Affordable Housing Programme grant funding to reduce the cost to the Council of forty new council houses.
  - **CaSSH Fund** – Care and Support Specialised Housing Funding has been secured to deliver twenty wheelchair accessible homes, of which ten will be new council houses.
  - **Empty Property Fund** – the Council will be buying back former Right to Buy properties and converting commercial property into residential units for council rent.
- 2.2 All of these projects are planned to deliver new council homes within 2015-16, and all have a requirement from the HCA that the units are let on Affordable Rents. The term Affordable Rent, when capitalised in text, has a specific definition.
- 2.3 The Coalition Government's Affordable Homes Programme launched in February 2011 introduced Affordable Rent tenure as the main type of new affordable housing supply. An Affordable Rent is a rent level of up to 80% of gross market rent. In addition housing providers entering into a contract with the HCA have the flexibility to convert a proportion of their existing target or social rent properties to Affordable Rent when re-letting voids. This option was introduced on the basis that the additional borrowing capacity generated would support the delivery of new housing supply.
- 2.4 The Council currently lets all of its housing on Introductory Tenancies and then Secure tenancies, and does not have a form of tenancy in place for Affordable Rent lettings, nor a policy by which to set Affordable Rents. This paper discusses the policy options for setting these rents, leading to a recommendation for a policy to apply to all future Affordable Rent tenancies within Wolverhampton City Council stock.

## 3.0 How Affordable Rent works

- Set at up to 80% of the gross local market rent
  - Inclusive of service charges
- 3.1 The HCA's guidance is that Affordable Rents should be set at up to 80% of the gross market rents in the locality, reflecting the property size and location. Landlords are advised to assess the gross market rent that the individual property would achieve and

set the initial rent, inclusive of service charges, at up to 80% of that level, making use of a Royal Institute of Chartered Surveyors (RICS) approved valuation methodology.

- 3.2 Affordable Rents are typically higher than social or target rents (although as Wolverhampton is a relatively low market value area for housing the differentials are not as large as other parts of the country). Affordable Rents have to include any service charge within the rent, whereas with social or target rents a service charge can be added to the rent as a separately calculated charge. The local market context should be considered when setting rents, including the Local Housing Allowance (LHA) cap for the Broad Rental Market Area in which the property is located. Wider benefit policy should also be taken into account, such as the local impact on affordability of the Welfare Reform changes.
- 3.3 Where housing is for vulnerable or older people the HCA recommends that gross market rent comparables should be based on similar types and models of service provision. This will be relevant for the Care and Support Specialised Housing Fund properties, which will be large, wheelchair accessible family homes. Where there are insufficient comparables for similar types of provision in the local area, valuers should be requested to identify these from other areas, and extrapolate their best view of the gross market rent applicable in the location in which the property is situated. The Council should then set the initial rent at up to 80% of that level.
- 3.4 In order to provide protection and certainty for tenants, providers and funders, the maximum annual rent increase on an Affordable Rent property is currently intended to be Retail Price Index (RPI) + 0.5%. RPI is taken as at September of the previous year. Additionally there is a requirement to re-base the rent on each occasion that a new Affordable Rent tenancy is issued or renewed for a property, to ensure that the rent remains at no more than 80% of market rent (inclusive of service charges) – this requirement overrides the RPI + 0.5% limit. This may change with the results of the Government's consultation on rent setting and the move to Consumer Price Index (CPI).
- 3.5 Whilst a figure less than 80% of market rents will be considered, the HCA expects providers to use the flexibility to charge rents of up to 80% of market rents to maximise financial capacity. Should the Council propose to charge lower rents, the HCA would need to understand how this would help to meet particular housing needs, deliver value for money for the taxpayer and generate the capacity required to deliver new supply aspirations.
- 3.6 The HCA suggests circumstances where it is appropriate to set rents at less than 80% of market rents. For example where a rent at 80% of market rent would exceed or be close to the relevant LHA cap, or if the local rented market was considered to be particularly weak or fragile (for example on an existing estate where there may be few market rented properties). In all cases, an Affordable Rent should be no lower than the rent calculated based on the current target rent regime. Where an Affordable Rent would otherwise be lower than the target rent for a property, the target rent constitutes a 'floor' for the rent to be charged.

#### **4.0 Tenancies**

- 4.1 The HCA does not specify the type of tenancy we should use when homes are let on Affordable Rent terms. There is flexibility on the type of tenancy to be offered, with the option to offer lifetime tenancies, for example. The Government expectation is that providers use this flexibility to ensure that help and support are focused on those who need it most, and to build 'strong and cohesive communities'.
- 4.2 Tenancies for Affordable Rent properties must be for a minimum period of two years but the flexibility is available to offer longer tenancies. The requirement to specify a minimum term, as well as the revision to the rent-setting clause, means that the Council tenancy agreement will have to be re-worded for Affordable Rent properties. We must meet the regulatory requirement to publish clear and accessible policies outlining our approach to tenancy management.
- 4.3 Allocations and nominations processes for Affordable Rent homes are expected to mirror the existing frameworks for social rented housing. The Council has a published Tenancy Strategy which states that we will not use flexible or fixed term tenancies, and it is suggested there is no necessity to deviate from this for Affordable Rent lets. We are under the same statutory and regulatory obligations when allocating Affordable Rent homes as when allocating properties for social rent.

## 5.0 Affordable Rent Options

- 5.1 There are a number of different options for the Council to consider in applying Affordable Rent both to its newbuild and its existing housing stock.

**Table 1 - Options for New Stock**

Options	Benefits	Risks
1. Set Affordable Rents at the maximum 80% of the market rent for the locality of each property	<ul style="list-style-type: none"> <li>Maximised rental income to support Housing Revenue Account (HRA) borrowing to deliver additional housing in future</li> </ul>	<ul style="list-style-type: none"> <li>Tenancy turnover risks being higher due to affordability issues</li> </ul>
2. Set Affordable Rents at a percentage level to most closely match existing Council secure tenancy rents, i.e. below 80%	<ul style="list-style-type: none"> <li>More equitable across all tenures of Council housing</li> <li>More sustainable tenancies</li> </ul>	<ul style="list-style-type: none"> <li>Will require justification to the HCA, and their audit process</li> <li>Lower rental yield</li> </ul>
3. Set Affordable Rent percentages differentially for different property sizes, reflecting the higher cost of larger	<ul style="list-style-type: none"> <li>Maximises rental income only in properties where the weekly rent does not create an unaffordable level</li> </ul>	<ul style="list-style-type: none"> <li>Will require justification to the HCA, and their audit process</li> <li>Lower rental yield</li> </ul>

units in the market	<ul style="list-style-type: none"><li>• More sustainable tenancies</li></ul>	
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**Table 2 - Options for Existing Stock**

<b>Options</b>	<b>Benefits</b>	<b>Risks</b>
1. Convert a proportion of existing properties to Affordable Rent for a proportion of void properties arising	<ul style="list-style-type: none"> <li>• Maximised rental income to support HRA borrowing to deliver additional housing in future</li> <li>• More consistent approach across new build stock and existing stock</li> </ul>	<ul style="list-style-type: none"> <li>• Administratively difficult to market and manage units differently</li> <li>• Harder to let at higher rents</li> <li>• Tenancy turnover risks being higher due to affordability issues</li> <li>• AR rents fluctuate with the market, and have to be re-based for every re-let</li> </ul>
2. Leave existing stock for social rent tenancy letting	Simpler to administer and to explain to tenants	<ul style="list-style-type: none"> <li>• Failure to maximise the council's HRA income for the support of newbuild</li> </ul>

## 6.0 Proposed policy

- 6.1 The Council's surveyors have provided a view on local market rents by post code areas across the City. The Council's Finance team has then taken the average rents of properties in each area as they currently are, and taken this as the basis of the market rent for the calculation of the Affordable Rent. It has not been proposed to calculate any further uplift on the basis that the newbuild Council properties are likely to be newer than the general stock in an area.
- 6.2 Calculations have been made for current market rents, current HRA rents, and 80% of market rents for each postcode area in the City. The Local Housing Allowance (LHA) caps for Wolverhampton are as shown on Table 3 below.

**Table 3 – Local Housing Allowance Caps**

<b>Number of rooms</b>	<b>Weekly*</b>	<b>Monthly</b>
1 bedroom	£86.54	£375
2 bedroom	£106.13	£459.90
3 bedroom	£117.92	£510.99
4 bedroom	£150	£650

\*based upon 52 weeks

- 6.3 Using the WV1 post code area as an example, the difference between current weekly Council secure rents and 80% market rents using this calculation and applying the LHA caps are set out in Table 4 below. However when reading this table it is important to note that the Affordable Rents shown must incorporate any service charges. This means that



they are more affordable than at first glance where service charges are highest, which is likely to be in the smaller, flatted accommodation. This shows that only the largest unit of 5 bedrooms is limited by the LHA cap, with all other figures coming in below this level. This would mean that Housing Benefit would be fully payable where households are eligible.

- 6.4 The 80% of market rent figure shows a significant uplift from the current Council rents for these properties. However, the properties will be let through the Choice Based Lettings system, and therefore be taken up by residents who consider they are able to cover this charge, either directly or through benefits support. The Council can choose to apply a lower percentage than the 80% figure. It can also choose to apply different percentages to different property sizes, dependent on the impact upon lettings.
- 6.5 There is currently an increased demand for smaller units, as a result of Welfare Reform creating a need for individuals and smaller families to move into accommodation that more closely matches their household size. In light of this it would appear inappropriate to simultaneously create higher rents in existing stock by applying Affordable Rents here.
- 6.6 However, the Council may still choose to apply these Affordable Rents to newbuild or newly acquired and refurbished stock, where the provision of modern accommodation is more likely to be seen to justify the higher rental charge. Were the Council to apply AR rents in existing stock, it would lead to significantly different rents being charged for identical neighbouring properties, where one had become vacant and the other had a sustained Secure tenancy. This is likely to lead to management difficulties.
- 6.7 Affordable Rent tenancy rent setting is proposed to be handled through a yearly valuation. This will set the level of rents for each post code locality (within the strictures of the guidance) for the year ahead.

**Table 4 – Social Rents, Affordable Rents set at 80% of Market Rents, and Market Rents**

Property Size/type	1 Bed Rent £ weekly			2 Bed Rent £ weekly			3 Bed Rent £ weekly			4 Bed Rent £ weekly			5 Bed Rent £ weekly		
	Social*	AR	Market	Social*	AR	Market	Social*	AR	Market	Social*	AR	Market	Social*	AR	Market
<b>Flat</b>	64.53 (62.05)	83.33	104.17	71.59 (68.84)	106.67	133.33									
<b>Bungalow</b>	73.19 (70.38)			84.91 (81.64)	100.00	125.00									
<b>Terraced</b>				83.93 (80.70)	91.00	113.75	92.89 (89.32)	102.50	128.13	101.85 (97.12)	115.00	143.75	107.31 (103.18)	134.00	167.50
<b>Semi</b>				86.08 (82.77)	97.00	121.25	91.96 (88.42)	116.67	145.83	100.72 (96.85)	144.00	180.00	94.31 (90.68)	150.00	200.00

\*The Council's Social rents are based upon payment over 50 weeks of the year. The bracketed figures show the social rent recalculated for payment over 52 weeks, which is more directly comparable to the Market and Affordable Rent figures.

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## **7.0 Recommendation**

- 7.1 It is recommended that for new HCA funded homes the Council pursue option 1 in Table 1 above, and apply the Affordable Rent charges at an 80% level, subject to review in application. This will maximise the rental revenue from newbuild stock and provide additional income to support new housing development. Provided this rent is held below the LHA cap in all cases, as guidelines recommend, this charge will still be supported by benefits where applicable.
- 7.2 It is further recommended that Affordable Rent is not applied to existing housing units, as set out in option 2 in Table 2 above. This is on grounds that this is not so justifiable in terms of the quality of the units, and risks widely differential rents in neighbouring properties. Also to apply AR tenure more widely would increase workloads excessively in recalculation of rent levels, disproportionate to the likely benefit to the HRA.

## **8.0 Financial implications**

- 8.1 It is a condition of Homes and Communities Agency (HCA) grant funding that the Council applies an affordable rent to properties financed by this grant.
- 8.2 The income generated from these properties will offset any expenses associated with building them or bringing them into a lettable condition and make a positive contribution to HRA resources over the life of the thirty year business plan.  
[CF/07042014/D]

## **9.0 Legal implications**

- 9.1 The Council's standard Introductory and Secure Tenancy agreements will be amended to reflect the slightly different terms required by the Affordable Rent aspect of these tenancies. This does not require consultation as it will not affect existing tenancies.  
[JH/02042014/H]

## **10.0 Equalities implications**

- 10.1 An Equality Analysis on the impact of this policy has been undertaken. This indicates that there may be a negative impact upon low earning working households, who might struggle to afford to take up Affordable Rent tenancies. However, this is offset by the contribution of additional high quality housing at below market rent in the City, the additional income that this generates for further new housing, and the increased availability of this stock to more vulnerable households who are entitled to full Housing Benefit to support their housing costs.

## **11.0 Environmental implications**

- 11.1 There are no environmental implications to this report.

## **12.0 Human resources implications**

12.1 There are no human resources implications arising from the recommendations.

## **13.0 Corporate landlord implications**

13.1 There are no Corporate Landlord implications to this report.

## **14.0 Schedule of background papers**

- Improving the City Housing Offer – Provision of Specialist Affordable Housing with Care and Support – 3 January 2013 Cabinet
- Improving the City Housing Offer – Delivering Empty Property Funded Homes - 23 July 2013 Cabinet (Resources) Panel
- Housing Development Land Review: sites for consideration – 15 October 2013 Cabinet (Resources) Panel

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# Cabinet Meeting

## 23 April 2014

<b>Report title</b>	Tenancy Agreement Review	
<b>Decision designation</b>	AMBER	
<b>Cabinet member with lead responsibility</b>	Councillor Peter Bilson Economic Regeneration and Prosperity	
<b>Key decision</b>	Yes	
<b>In forward plan</b>	Yes	
<b>Wards affected</b>	All	
<b>Accountable director</b>	Tim Johnson, Education and Enterprise	
<b>Originating service</b>	Housing Services	
<b>Accountable employee(s)</b>	Kenny Aitchison	Service Manager Housing Strategy and Development 01902 554841 kenny.aitchison@wolverhampton.gov.uk
	Tel	
	Email	
<b>Report to be/ has been considered by</b>	N/A	

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### Recommendation(s) for action or decision:

The Cabinet is recommended to:

Adopt the new Tenancy Agreement attached as Appendix 3.

### Recommendations for noting:

The Cabinet is asked to note:

1. The results of the consultation on the new Tenancy Agreement with tenants and stakeholders attached as Appendix 2 and the subsequent amendments.

## **1.0 Purpose**

- 1.1 The purpose of this report is to provide Cabinet an update on the Tenancy Agreement review consultation and for consideration to be given to adopting the revised Tenancy Agreement.

## **2.0 Background**

- 2.1 On 23 October 2013, Cabinet approved a full review of the Tenancy Agreement with Wolverhampton Homes leading on the review on behalf of the Council. It is good practice for the Council to review and update its Tenancy Agreement regularly to ensure that it remains relevant and legal.
- 2.2 On the 30 January 2014 Vibrant, Safe and Sustainable Communities Scrutiny Panel endorsed the progress made as a result of the Tenancy Agreement Review and recommended that the Tenancy Agreement Working Group give full consideration to the Scrutiny Panel comments. These comments are attached to this report as Appendix 1 and have been considered by the Steering Group as outlined in Appendix 2. Scrutiny Panel also requested a revised copy of the tenancy agreement following the consultation process.

## **3.0 Progress to date**

- 3.1 Consideration of and a response to the comments from the Scrutiny Panel has been duly submitted.
- 3.2 Section 103 of the 1985 Housing Act sets out the process for amending a secure tenancy agreement. The first stage of this process - the Preliminary Notice and formal consultation - has now been completed. Approximately 21,120 notices and summary leaflets were issued to secure tenants as part of this process. The feedback process was designed to be as accessible as possible; this included a dedicated telephone hotline, face to face interviews, home visits, a dedicated email address, an e-form, consultation with Wolverhampton Federation of Tenants Associations and Citizen's Advice Bureau. In addition briefing notes were provided for employees and Councillors.
- 3.3 A total of 201 comments were received during the formal consultation period. These are broken down to 23 supporting comments, 48 comments against, 19 new suggestions and 78 queries or requests for clarification on the impact to individuals. In addition there were 33 requests for a copy of the full proposed changed document. A breakdown of the comments by topic is summarised in Appendix 2.
- 3.4 These comments have been reviewed and a total of nine changes have been made to the proposed Tenancy Agreement as a result. These are also shown in Appendix 2. The majority of the changes are minor rewording and do not alter the meaning of the clause. Only one clause, "Insolvency", received any significant negative feedback (11 comments) and this has consequently been deleted. Following a request from a tenant the clause on



“Hoarding” has been strengthened to include infestations of pests and vermin. Finally one significant change proposed by employees from the Housing Service is the introduction of a new clause to encompass future Affordable Rents reflecting the Council’s delivery of new social and affordable housing schemes.

#### **4.0 Next Stages**

- 4.1 Councillors are asked to formally adopt the proposed changes to the Tenancy Agreement. Following which tenants will be served with a Notice of Variation and a copy of the revised agreement. The period between service and the effective date must be at least 28 days. It is anticipated that the service date will be the 19 May and the effective date will be the 26 June 2014. It should be noted that there is no requirement for tenants to sign the new agreement. A copy of the revised Tenancy Agreement is attached as Appendix 3.
- 4.2 This consultation and subsequent new Tenancy Agreement refers to secure tenants only. The Introductory Tenancy Agreement will be amended to reflect the changes to the Secure Tenancy Agreement. This will be issued to all new introductory tenants and does not require a formal consultation process. Current introductory tenants will continue with their existing tenancy agreement until they become secure tenants.
- 4.3 Work is on-going to update the Tenants Handbook which accompanies the Tenancy Agreement.

#### **5.0 Financial implications**

- 5.1 The work being carried out by Wolverhampton Homes is being funded from within the management allowance paid by the Council to Wolverhampton Homes to deliver housing management services on behalf of the Council. The cost to print and post the statutory consultation documents and the new tenancy agreement to tenants will be met by the Council from the Housing Revenue Account (HRA) in 2014/15. Two mail outs to approximately 21,000 secure tenants will cost an estimated £34,000.  
[CF/08042014/O]

#### **6.0 Legal implications**

- 6.1 Secure tenancies can only be varied by agreement or by following Section 103 of the Housing Act 1985 (Notice of Variation of Periodic Tenancy).
- 6.2 Section 103 states that the following must take place to ensure that proper consultation has been done:
  - Preliminary Notice served – this informs tenants of the intention to service a Notice of Variation and sets out the proposed changes and their effects. Tenants are invited to comment, with consideration then given to these comments and taken into account if applicable

- Notice of Variation served – this will clearly state what the variation is and the date on which it takes effect which should be at least four weeks after the notice is served

[RB/10042014/K]

## **7.0 Equalities implications**

- 7.1 The Project Plan identified the need for an Equalities Analysis and this work is currently being undertaken. Wolverhampton Homes intend to report to their Equalities and Diversity Steering Group on 28 April 2014 at the completion of this exercise. A further report will be presented to the Equalities Advisory Group on 10 June 2014.

## **8.0 Environmental implications**

- 7.1 This report deals with the legal agreement between the Council as landlord and the tenants of council housing in Wolverhampton and therefore does not have any environmental implications.

## **8.0 Human resources implications**

- 8.1 There are no human resources implications resulting from this report.

## **9.0 Corporate landlord implications**

- 9.1 This report has no corporate landlord implications as it only deals with property within the Housing Revenue Account

## **10.0 Schedule of background papers**

- 10.1 Cabinet report - 23 October 2013 Tenancy Agreement Review.  
Report to Vibrant, Safe and Sustainable Communities Scrutiny Panel 30 January 2014

**Comments from Vibrant Safe and Sustainable Communities Scrutiny Panel 30 January 2014 regarding the Proposed Tenancy Agreement**

- Aerials and satellites. 'Consider changing we will not give permission under any circumstances..' with something less prohibitive. Cllr Richard Whitehouse indicated that there is one known occurrence of a resident in a private rented accommodation alleges human rights are being infringed because they cannot get a specialist channel, not any ordinary channel.
- Service charges are different if you buy a flat or if you lease one. In a tenancy agreement is woolly, the service charge should be co-terminus. The lease to tenants will be different and they have to be sufficiently similar so neighbours can challenge.
- The Tenancy Agreement has an extensive section written about Anti-Social Behaviour- never seen an agreement like this before they are normally pretty succinct. There is some concern that it goes further and actually starts prescribing what behaviours you should keep.
- Panel agreed that the long document needs to be re-considered as a short factual agreement that would stand up in court and a longer guide which captures the detail.
- Animals in flats were considered and the difficulty for landlords, tenants and private owners but panel agreed that there were no resources to police.
- The reference to councillors in clause 51 and 81 seems unusual.
- reference to ' You also agree to reimburse us for any costs incurred as a result of action taken to remove or secure such wiring or pipes.
- The Chair suggested that the working group that have met to consider the tenancy agreement could re-convene to consider the comments of the scrutiny panel and to consider other 'well trodden' Local Authority tenancy agreements for best practice. He further suggested that the group consider lease holding especially Wolverhampton Homes private sector leasing agreement

Comments Received and Changes Made to the Proposed Tenancy Agreement Following the Formal Consultation Period

Original Clause Number	New Clause Number	Clause	For	Against	Clarify/ Comment	Change required	Amendment
N/A		General	12	1	28	No	
Intro	Intro	Disclosure of Information and Fraud	0	1	1	yes	added "or photographs held by us"
19	20	Notify of Absence	0	2	0	No	
21	21	Tenancy Audits	0	0	2	No	
22	22	Smoking	0	1	0	No	
23	23	Duty to inform	0	0	1	No	
24+	24+	Rent General	0	0	1	No	
31+	31+	Repairs General	0	0	3	Yes	amend "periodic electrical inspection" to "electrical condition reports"
31	31	Reporting Repairs Immediately	0	2	2	No	
32	32	Keeping the Property Clean /Good Decorative Order	0	1	0	No	
35	35	Permissions (to improve, alter etc)	1	2	2	No	
41	41	Access for Gas Inspections	0	0	1	No	
42	42	Decant	0	3	1	No	
43	43	Satellite Dish/ Aerials	0	1	1	No	
46/47	46/47	Affix pipes and wiring	0	2	0	No	
48 +	48+	ASB	5	4	11	No	
51/52	51/52	Noise	0	1	1	No	
55	55	Domestic Abuse	0	1	1	No	

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58 +	58+	Trees	0	4	5	No	
61	61	Communal Areas	2	0	0	No	
65	65	Hoarding	2	4	0	yes	Clause renamed to Hoarding, Property Neglect, Vermin and Pests. The clause has been amended to add "Nor must you fail to keep the property in a clean condition including but not limited to taking steps to eradicate any pest or vermin infestation within the Property."
67	67	Laminate Flooring	0	0	8	No	
74+	74+	Vehicles and Parking	0	1	2	No	
80+	80+	Pets In flats	1	1	3	Yes	reworded to simplify the clause without changing the meaning. Now reads "You agree not to allow, permit or cause any animal to create a nuisance, annoy or frighten other people. You agree to ensure that any animal is kept under control at all times. You are responsible for providing and maintaining any fencing specifically required for control of the animal at your own expense. Further you agree to reimburse us or our contractors for any remedial work necessary to fencing as a result of the animal's behaviour."
91	91	Legal Costs	0	2	0	Yes	added "caused by you, any member of your household or any visitors to your home."
93	93	Change the wording of a clause	0	2	0	Yes	Clause reworded to "We may amend this tenancy agreement in accordance with the provisions of the Housing Act 1985 or any other legislation which may be introduced in future."
94	NA	Insolvency	0	11	4	Yes	Clause deleted
95+	94+	Terminating the Tenancy	0	1	0	No	Complete rewording to simplify without changing the meaning.
		<b>Total</b>	<b>23</b>	<b>48</b>	<b>78</b>	<b>149</b>	
	Intro	New Suggestions	N/A	N/A	19	yes	New Clause added - Right to Complain If you feel we have not kept to the terms of this agreement you can use our complaints procedure to tell us. You can also take advice from a Citizen's Advice Bureau, law centre or solicitor or you can contact the Independent Housing Ombudsman Service. The complaints procedure does not form part of this agreement. (For more information please see <a href="http://www.wolverhamptonhomes.org.uk">www.wolverhamptonhomes.org.uk</a> )
		Document Requests	N/A	N/A	33		

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		<b>Total Comments Received</b>				201	
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# Secure Tenancy Agreement

**Affordable Rent**  **Social Rent**



# Tenancy Agreement

## Introduction

This document is a tenancy agreement between Wolverhampton City Council, represented by their managing agents and the tenant(s) whose signature(s) appear at the end of this agreement. It states the obligations of the tenant(s) and the Council and/or its agent(s) throughout the tenancy.

All tenancies provided by Wolverhampton City Council are secure tenancies unless otherwise specified.

The Council or its agent may apply to the County Court for a demotion order to allow a secure tenancy to be replaced with a demoted tenancy.

(For more information see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).

### Name and address of landlord:

Wolverhampton City Council  
Civic Centre  
St. Peter's Square  
Wolverhampton  
WVI IRB

### Name and address of managing agents

Bushbury Hill EMB, The Management Centre, 14 Kempthorne Avenue, Low Hill, Wolverhampton, WV10 9JG, 01902 552992, [info@bushburyhill.co.uk](mailto:info@bushburyhill.co.uk)  
[www.bushburyhill.co.uk](http://www.bushburyhill.co.uk)

Dovecotes TMO, 86 Ryefield Pendeford, Wolverhampton, WV8 1UD, 01902 552780,  
[DovecotesTMO@wolverhampton.gov.uk](mailto:DovecotesTMO@wolverhampton.gov.uk)

New Park Village TMC, Ellerton House, Ellerton Walk, New Park Village, Wolverhampton, WV10 0UG, 01902 552670, [dave.cash@npv.org.uk](mailto:dave.cash@npv.org.uk)

Springfield Horseshoe TMC, 27 Burton Road, Springfields, Wolverhampton, WV10 0EG, 01902 552872  
[springfieldhorseshoe@wolverhampton.gov.uk](mailto:springfieldhorseshoe@wolverhampton.gov.uk)

Wolverhampton Homes, Hickman Avenue, Chillington Fields, Wolverhampton, WV1 2BY, 01902 556789, [homes.direct@wolverhamptonhomes.org.uk](mailto:homes.direct@wolverhamptonhomes.org.uk)



## Disclosure of Information

The Council, its agents and authorised contractors are under a duty to protect public funds, and may use information or photographs held by us or provided by you for the prevention and detection of fraud. This information may also be shared with other bodies for these purposes and also for the administration and collection of taxes and charges and for performing other statutory enforcement duties. By signing this Agreement you consent to the disclosure of such information.

## Right to Complain

If you feel we have not kept to the terms of this agreement you can use our complaints procedure to tell us. You can also take advice from a Citizen's Advice Bureau, law centre or solicitor or you can contact the Independent Housing Ombudsman Service. The complaints procedure does not form part of this agreement.

**(Further information can be found at [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk))**

## Definitions

Animal/Pet	Any animal or pet including birds, insects, reptiles, spiders and fish.
Assignment	The transfer of any right held in the Property to another in the circumstances permitted by the clauses within this tenancy agreement.
Authorised Contractors	Any company or persons appointed by the Council or its managing agents to carry out works of repairs, improvements or any other tasks we deem necessary.
Communal Areas	Includes stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas in the locality and around the property.
Council	Wolverhampton City Council.
Demotion of Tenancy	A secure tenancy which has been demoted following a Court Order as a result of anti-social behaviour with loss of rights including Right to Buy and Right to Exchange.
Dwelling	This is the Property indicated on the last page of this document and includes the accommodation occupied and any garden, garage, shed, outbuilding, or land within the defined boundary, including perimeter walls, railings, gates, hedges, trees and fencing.

Emergency Services	The police, the fire brigade and the ambulance service.
Mutual Exchange	To swap your home with another tenant with permission from the Council.
Fair Wear and Tear	This is damage that naturally and inevitably occurs as a result of normal wear, use or ageing.
Flat	A home which forms part of a larger building.
Jointly and Severally	Any one or all of the joint tenants individually are responsible for the rent and all other charges.
Landlord	Wolverhampton City Council or one of its managing agents.
Locality	The whole of the estate or area the property is in, including privately owned or housing association properties.
Lodger	A person who occupies a rented room in another's property.
Managing Agent	These are any of the organisations listed above which manage the Council's housing stock who manage your property.
Neighbours	Your neighbours include everyone living in the local area, including people who own their homes, our tenants, tenants of other Landlords and their families and visitors.
Service Charge	A service charge is a charge made by us towards the costs of providing and maintaining services and benefits to tenants beyond the occupation of the dwelling. Examples of service charges could include but are not restricted to: furniture, communal cleaning, concierge services, maintenance, servicing, improvement and replacement of heating systems, digital TV, fencing improvements and caretaking services.
Sublet	This is when you part with possession of the Property and give (or allow someone else to have) possession of the whole or part of the property. Usually (but not always) this is in exchange for rent, money or some other benefit.
Succession	The process whereby a spouse, civil partner or other family member becomes the new tenant following the death of the original tenant in the circumstances specified in Clauses 81-83.

Tenant	Applies to both single and joint tenants equally. If the tenancy is a joint tenancy then you are both jointly and severally responsible for complying with all of the obligations of this tenancy agreement.
We/Us/Our	This means the Council, any of its managing agents or its authorised contractors.
You/Your	This means the tenant or tenants who have signed this agreement and are bound by its terms.

## The Landlord's Responsibilities

- 1) The Tenancy will commence at 12 noon on the agreed date and will end at 12 noon on a Monday.
- 2) We will ensure that you have secure occupation (unless otherwise stated) of the dwelling so long as it is your only or principal home and no other tenancy obligation has been broken.

## Rent and Service Charges

- 3) All amounts due by you will be clearly shown on your rent statement which may include rent, service charges and other monies due.
- 4) We will review rent and service charges payable on the dwelling on an annual basis and/or if the dwelling is improved. We will notify you of any changes in rent or service charges or other charges in writing at least four weeks in advance.
- 5) We will apply any monies outstanding from any previous tenancy to the rent account of this agreement.
- 6) We reserve the right to introduce other relevant service charges following a consultation process.
- 7) If your tenancy is an affordable rent tenancy, your rent will be set in accordance with government guidance and requirements for Affordable Rent setting.

**(For more information please see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).**

## Repairs, Improvements and Maintenance

- 8) We will carry out routine repairs and all repairs covered by repair legislation within prescribed time scales.

**(For more information please see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).**

- 9) We reserve the right to charge you for the cost of attending a property to complete repairs if there is no access to the dwelling on arrival at the agreed specified time.
- 10) We will maintain the structure and exterior of the dwelling. A service charge will be levied for improving and or replacing fencing.
- 11) We reserve the right to access the dwelling for the purpose of carrying out any improvement.

- 12) We will keep in repair and working order or replace if they are determined to be beyond repair: installations provided for space heating, water heating, rubbish disposal and supply of gas, water and electricity within the dwelling or communal areas. Exceptions to this are where the installation is provided by the tenant. A service charge is levied for servicing, replacing and improving central heating systems.

(For more information please see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).

- 13) We are responsible for the maintenance, repair and replacement of smoke detectors. We are not responsible for the supply or metering of mains Gas, Electricity, or Water.

## Communal Facilities

- 14) We will keep any entrances, halls, stairways, lifts, passages, rubbish chutes, lighting, fire safety equipment and other communal amenities or facilities clean, safe, secure and in working order and repair subject to the terms of this tenancy agreement.

## Trees

- 15) We will only maintain a tree if one or more of the following conditions apply:

- The tree is dangerous, dead, diseased or causing disrepair to a dwelling;
- The base of the tree, its roots or land immediately surrounding it is visibly moving;
- There is a large split in any part of the tree;
- There are large holes at the base of the tree, possibly with crumbling wood;
- In emergency situations such as storm damage;
- There is a risk to public or community safety;
- TV/Satellite reception or CCTV/communication lines are obscured and confirmed to be seriously affecting quality;
- Extreme situations of restricted light and financial hardship and/or
- The tree is in a communal garden.

Communal areas are maintained by a scheduled tree management programme in accordance with provisions of any tree preservation orders or conservation areas.

## Consultation

- 16) We are committed to working in partnership with tenants. We will consult with those tenants likely to be substantially affected by a change in housing policy or practice.

- 17) Consultation may include:

- a) Inviting comments from tenants and Tenants and Residents Associations likely to be affected;

- b) Inviting comments from Tenant Management Organisations;
- c) Inviting comments from Wolverhampton Federation of Tenants Associations on matters of general policy or practice change;
- d) Seeking views of relevant consultative forums;
- e) Allowing where appropriate tenants to inspect plans, schedules and other relevant information where these are not subject to confidentiality and/or Data Protection Legislation and regulation and/or
- f) Receiving recommendations from managing agents.

## The Tenant's Rights and Responsibilities

### Security of Tenure

- 18) Subject to the terms of this agreement you have the right to secure occupation of the dwelling so long as it is your only or principal home and you are not in breach of the terms of this agreement.

### Occupation

- 19) You agree to live in the dwelling as your only or principal home.
- 20) You must advise us of any absences from the tenancy of more than four weeks and, prior to the absence, make all necessary arrangements for all of your obligations under this agreement to be maintained (including paying rent and service charges). You also agree to provide us with a contact name and address for the period you are absent from the property.
- 21) You will allow us access to the dwelling for the purpose of conducting a tenancy audit.
- 22) You agree not to smoke or permit to be smoked in the property any substance in the presence of our officers, managing agents, contractors, councillors, board members, tenant representatives or any other person lawfully within the property. Upon request you agree to cease smoking and extinguish the substance immediately.

### Duty to Inform

- 23) You agree to supply details to us of all persons resident within the property and immediately upon any change to such details. You also agree to inform us immediately upon the death of any person who has a right to reside within the property.

## Rent and Service Charges

- 24) Rent is payable weekly in advance with the first payment being due on the day of sign up. Rent should preferably be paid by direct debit. Any rent outstanding when the tenancy ends should be paid by the termination date of this agreement.
- 25) You agree to be proactive in applying for any benefit to which you are entitled within the prescribed time to do so. You also agree to make every effort to comply with requests for any document or further information on time. Further you agree to notify the relevant benefit and welfare authority immediately of any changes to your circumstances which have the potential to affect your entitlement to benefits and assistance.
- 26) You understand that failure to co-operate with any benefits and welfare authority to ensure correct payments could lead to arrears accruing and possible possession action being taken against you.
- 27) You agree that you will pay us on time for any rent due including service charges, heating charges and any other charges shown on your rent statement. You also agree that paying your rent is your responsibility.
- 28) You agree to pay any monies outstanding from any previous tenancy which have been applied to the rent account of this agreement in accordance with the terms of this agreement.
- 29) You may pay rent and any other charges fortnightly or monthly by agreement with us but these payments must be made in advance.
- 30) Credit balances on rent accounts will be used to clear or offset any housing related debts payable to the Council or its managing agent before being refunded.

## Repairs, Improvements and Maintenance

- 31) You must report any repairs that are our responsibility immediately. Should you fail to report such repairs which have caused damage to the property or led to excessive costs being incurred as a result of your failure to report, you agree to reimburse us for all such costs incurred.
- 32) You must keep the property clean and in good decorative order.
- 33) You are responsible for any repairs or works that in our opinion are not due to fair wear and tear. You must make your own arrangements for the completion of such repairs or works at your own expense. Should you fail to do so you agree to reimburse us for any costs incurred to effect any repair which is your responsibility under this clause.
- 34) You will be charged and agree to pay us for any repairs or work to the dwelling, communal areas or appliances that we have to make good which has been caused by

your neglect, carelessness and/or deliberate or malicious damage or the same of any persons living with you, any visitor or pet.

- 35) You must not make any additions, alterations or improvements to the dwelling including its structure, internal and external walls, gardens or fences without our written consent. Further you must not erect any fence, structure, shed or outbuilding without written consent.
- In either case where we give you consent; you must precisely follow any plans and specifications exactly and if applicable use the exact materials we specify.
  - If you fail to do so, you agree to pay our costs in full if any works are required to rectify works you have undertaken so as to comply with the consent you were given.
  - You agree to pay our costs in full for any remedial works we carry out for any work you have carried out without permission to put the property back to its original condition.
- 36) You are responsible for the repair and maintenance of certain items within a reasonable period of time including but not limited to:
- Reglazing windows and doors where damage has been caused;
  - Broken doors;
  - Lock changes when keys are lost or misplaced;
  - Replacing lost keys and fobs and the cost of getting into your home if you are locked out;
  - Clearing blockages in WC or waste pipes;
  - Replacing electric fire elements, fire effect bulbs and gas fire radians;
  - Cleaning of chimneys;
  - Replacing all standard domestic lamps, bulbs and light fitting starters;
  - Replacing electrical fuses and the resetting of Master Circuit Boards (fuse boards) and Trip Switches (fuses);
  - Replacing plugs and chains to waste pipes in sinks or baths;
  - Replacing shower hose and shower head;
  - Replacing shower curtain and rail;
  - Replacing toilet seats;
  - Replacing clothes lines;
  - Maintaining the gardens including trees (except in circumstances outlined at clause 14) and shrubs and clearing rubbish;
  - Any repair to installations or improvements you have made (the Council or its agent may repair some gas and electrical appliances for safety reasons but will charge you the cost) and/or
  - Internal decoration (textured coatings and polystyrene tiles are not permitted).
- 37) You agree to check your smoke detectors on a regular basis and report any fault regarding the detector to Wolverhampton Homes as soon as possible.
- 38) You are responsible for and strongly advised to take out Home Contents Insurance which may cover many of the items listed in clause 36. Equally we do not reimburse for any



loss that may arise from an adjoining or neighbouring property. **We do not insure home contents.**

**(For more information please see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).**

- 39) You agree to allow us or the emergency services access to the dwelling to inspect its condition and carry out repairs, improvements, pest control, inspection of gas appliances, safety checks (such as electrical condition reports etc.) and any other works to the dwelling which we may consider desirable or necessary, including making good any failure to carry out your obligations under this agreement.
- 40) In a potential emergency we reserve the right to enter the dwelling using reasonable force if necessary, if in the opinion of the visiting officer there is a risk of personal injury to the occupant or occupants of neighbouring dwellings, or other persons or damage to the dwelling or neighbouring properties.

### Gas Inspections

- 41) You must allow us access to the property to undertake a check of any gas fitting and the flues serving it in the Property at least once a year in order to minimise the risk of explosion or carbon monoxide poisoning. You are obliged to provide access for the inspections and to pay for any reasonable expenditure we incur as a result of any failure by you to provide access. If you fail to provide access for the gas safety inspection we have the right to take relevant legal action to either force you to allow us access to the property or for permission to force entry to the property.

### Essential Works and Moving into Temporary Accommodation

- 42) Should we require the property to be empty for works, repairs or improvements to be carried out, you agree that you will, on reasonable notice, move to suitable temporary alternative accommodation for the duration of the works, repairs or improvements. Furthermore you agree to leave the temporary accommodation and return to the property upon completion of the works or improvements.

### Aerials and Satellite Dishes

- 43) You must obtain our written permission before you fix or allow to be installed any aerial for VHF radio, television or satellite dish to any part of your home or in the garden. You also agree to check whether you require any planning permission to do so. Any aerials or satellite dishes you fit must be the smallest available. You must ensure that any aerials or satellite dishes or any wires do not cause a nuisance to any neighbour and ensure that they are installed discretely.

We will not give permission under any circumstances where there is a landlord's aerial installed to which you have access.

- 44) You agree that you are solely responsible for any costs associated with the installation, fixing, maintenance or removal of any aerial or satellite dish. Further you agree to pay our

costs in rectifying any damage caused by the installation, presence, removal of the aerial or satellite dish or for our costs of carrying out any of your obligations under this clause.

## Security Devices

- 45) You must have our written permission before you install any security device anywhere on the premises. This includes but is not limited to alarms, CCTV and lights. When we give permission you must ensure that any criteria or requirements are strictly adhered to. You also agree to install any security device discreetly and in a way which conforms to the law and does not cause a nuisance to any other person. You also agree to remove any such installation before you vacate the property. You agree to pay for the costs of any removal that we undertake in relation to any security device that has been left in situation.

## Wiring

- 46) You must not allow power cables to extend beyond the boundaries of the dwelling.
- 47) You agree to ensure that any wires or pipes attached to the property in respect of any utility to the property are fixed securely and discreetly so as not to cause a nuisance to any neighbour. You further agree to ensure that such wiring or pipes are maintained and secured discreetly at all times. Any wires and pipes which cause or are likely to cause a nuisance to any neighbour may be removed or secured by us. You also agree to reimburse us for any costs incurred as a result of action taken to remove or secure such wiring and pipes.

## Anti Social Behaviour

- 48) You must not do anything in the property or in the locality which is of a criminal nature. You must not cause criminal damage to the dwelling or allow or incite any other occupier or visitor to do so.
- 49) You must not do, or threaten to do, anything which causes or is likely to cause harassment, alarm or distress to other persons residing, visiting, working or otherwise engaging in lawful activity in the neighbourhood or to any of our tenants, managing agents, employees, contractors or emergency services anywhere. Nor must you allow, fail to prevent or incite anyone living with you (including children) or your visitors to do any of these things.
- 50) You must not do anything which is likely to be, might become or is a nuisance, annoyance or inconvenience to other persons residing, visiting, working or otherwise engaging in lawful activity in the neighbourhood or to any of our tenants, managing agents, employees, contractors or emergency services anywhere. Nor must you allow, fail to prevent or incite anyone living with you (including children) or your visitors to do any of these things.

## Noise

- 51) You agree not to play or permit to be played by any other person residing in or visiting the Property, any electrical equipment that omits noise or musical instrument or to operate any other equipment in the Property, garden or communal area in such a manner as to cause or to be likely to cause a nuisance, disturbance or annoyance to any person in the locality.
- 52) Further you agree not to cause or permit any noise to be created within the property in such a manner as to cause or to be likely to cause a nuisance, disturbance or annoyance to any person in the locality. This includes but is not limited to shouting, arguing, loud singing, door slamming, other vocalised noise, dog barking and using DIY tools/electrical equipment for unreasonable lengths of times and/or late at night and/or in the early hours of the morning.

### **Drugs and Drug Dealing**

- 53) You must not use the Property or any location within the neighbourhood to use, make, supply or store any drug (unless it is a lawfully prescribed drug for medical purposes) or to cultivate, manufacture or sell any drug. Nor must you allow, fail to prevent or encourage any other person to use, make, supply or store any drug (unless it is a lawfully prescribed drug for medical purposes) or to cultivate, manufacture or sell any drug.

### **Gang Membership**

- 54) You or anyone living with you must not be a member of a gang, join a gang, or allow a member of a gang to visit the property. When we refer to a gang we mean a group of at least 3 people which:-
- has caused alarm, harassment or distress to others;  
OR
  - is a group who breaks the law on a regular basis  
AND, IN EITHER CASE
  - uses a name, emblem, or colour, or any other characteristic enabling its members to be identified by others;  
OR
  - is associated with a particular area

### **Domestic Abuse**

- 55) You must not abuse, assault, threaten or harass any person living with you sexually, emotionally or financially.

### **Criminal Purposes**

- 56) You must not use the property for criminal, immoral or illegal purposes. Nor must you allow or fail to prevent anyone living with you (including children) or your visitors to do any of these things.
- 57) You will not use communal areas of the Property for the consumption of alcohol which

then causes behaviour that is a nuisance, annoyance or inconvenience to any person. Nor must you allow another person to do so.

## Gardens and Trees

- 58) You will, at all times, keep any gardens clean, tidy and free from rubbish and weeds. Lawns should be mowed at frequent intervals. All hedges must be properly maintained so as not to cause a nuisance or endanger the safety of people in the surrounding area. In the event that action is required to address untidy or overgrown gardens, nuisance or endangerment problems, you will be charged for the cost of any necessary work undertaken by us.
- 59) You must not plant, or allow to be planted, any tree, shrub, bush or ivy within 10 metres of a dwelling where the height of the species will exceed 3 metres in height.
- 60) You are responsible for the maintenance of any tree within the boundaries of your property unless any of the clauses in this agreement apply.

## Use of the Dwelling

- 61) You agree that when using any communal area such as gardens, refuse areas, staircases, lifts, landings and passages, you will keep them clean and tidy and free from obstruction. If you reside in a block of flats with a rubbish chute you must ensure that this is used. Should we have to remove refuse from any landing or communal area you will be charged and agree to pay us our costs of doing so.
- 62) You must not lay floor coverings, mats or place decorative items or materials on landings or communal areas. Nor must you store pushchairs, bicycles, motor bikes and/or motorised scooters on landings or internal communal areas. Smoking is not permitted in any communal area.
- 63) You will not use or allow to be used any part of the dwelling for business or trade or display any sign or use any advertising in that connection without our written consent. Subject to any necessary planning consent, permission may be given provided the business or trade is legal and would not cause inconvenience, nuisance or annoyance to neighbours.
- 64) You agree that loft and attic spaces are used entirely at your own risk because they do not form part of the habitable part of the dwelling and as such have not been adapted by us for use of any kind. You agree that we are not responsible for any damage or personal injury to any person or their property arising from the use of loft and attic spaces. Furthermore you agree to return the loft or attic space to a clean and empty state when your tenancy ends. Should we have to clear any such loft or attic space you agree to pay our costs of doing so.

## Hoarding, Property Neglect, Vermin and Pests

- 65) You must not use the property in a manner which in our opinion is likely to cause a health and safety hazard, fire hazard or encourage vermin and/or pests by hoarding items inappropriately. Nor must you fail to keep the property in a clean condition including but not limited to taking steps to eradicate any pest or vermin infestation within the Property.

### Ventilation

- 66) You must ensure that the property is kept well ventilated. Items should not be dried on radiators without suitable aeration. You agree to use any equipment provided or installed in the property correctly to ensure proper ventilation.

### Laminate Flooring

- 67) You must obtain our written permission prior to installing floor tiles, laminate or wooden flooring or flooring of a similar nature. If you install any such flooring without our prior written permission, we will require you to remove it at your own expense and replace it with acceptable flooring. If we have to remedy this you agree to reimburse all of our costs of doing so whether during or after your tenancy agreement has ended.

### Fire Safety

- 68) If you live in a flat or maisonette, you must not use or store a liquid gas and/or paraffin heater and must not light barbeques on balconies.
- 69) You must not store any inflammable, explosive or noxious substances, such as paraffin or petrol, in the dwelling.
- 70) You must take all reasonable precautions to protect the premises from fire which includes but is not limited to:
- (a) ensuring that all means of escape from the premises are kept free from obstruction;
  - (b) ensuring that any fire or smoke detection equipment installed in the premises is working correctly. This means that you must test the fire or smoke alarms regularly. If a fire or smoke alarm fitted by us is not working correctly, you must notify us as soon as you become aware it is not working; and
  - (c) ensuring you do not do anything that in our opinion reduces fire safety at the dwelling, or in any communal areas. This includes (but is not limited to) removing or damaging any fire detection devices or removing, altering or damaging any structures that provide fire separation (such as doors and walls.)

### Assignment

- 71) You can only assign the tenancy:
- a) by way of mutual exchange; or
  - b) to someone who would be eligible to succeed to the tenancy if the tenant died

immediately before the assignment; or

- c) following an order of a court.

*In (a and b), our written permission is required before you can do this.*

## Sub Letting

- 72) You must not sublet any part or all of the dwelling without our written permission subject to the provisions of any clause in this tenancy agreement.
  - a) If you sublet or part with possession of all or part of the dwelling, the tenancy will cease to be secure and cannot become secure again.

## Lodgers

- 73) You may take in lodgers, without our permission, so long as this does not cause overcrowding. You agree to inform us immediately should a lodger join or leave the property. A dwelling is overcrowded if the number of people resident is more than the 'permitted number'.
  - a) The 'permitted number' for the dwelling to which this tenancy agreement relates is shown on the signed agreement.
  - b) In counting the number of persons, each child under 10 years of age counts as half a person and a child less than 1 year old is not counted at all. Rooms used in this calculation are the living space and bedrooms.
  - c) A tenant who causes or permits the dwelling to be overcrowded is liable to prosecution for an offence under the Housing Act 1985 and if convicted can be fined. A further fine of up to one tenth of the original fine may be imposed in respect of every day on which the offence continues after conviction. Any part of a house that is occupied by a separate household is a 'dwelling'.

## Vehicles and Parking

- 74) You may only park one private or light goods taxation class motor vehicle in a designated parking area or on the dwelling where a hard-standing and dropped kerb are provided. You may only park further vehicles if there is space for all vehicles to fit entirely on the hard-standing safely.
- 75) You must obtain our written permission before you park or allow to be parked by any other person any motorised camper van, trailer caravan, trailer, HGV, boat, any additional vehicle or any vehicle not permitted in any clause in this tenancy agreement. This applies to hard-standings, parking spaces and car parks provided by us for the use of tenants. We will only grant permission if there is no adverse effect upon neighbours or other occupiers.

- 76) You must not create any obstruction or park any vehicle, caravan, trailer or boat that would block access for emergency vehicles nor allow any other person to do so. You must not park in either disabled parking spaces (unless you are a blue badge holder) or in parking spaces which are allocated to other occupiers. You also agree not to store or allow to be stored any vehicle on any land that belongs to or is managed by us.
- 77) You must not park on or drive over any footpaths, grassed area including gardens (specific or communal) or verges. Nor will you allow anyone who lives with you or visitors to do so. Any damage caused will result in a charge for reinstatement.
- 78) You must not park or store a damaged, scrap or un-roadworthy vehicle on land owned or managed by us. Nor will you allow anyone who lives with you or visitors to do so. You will be liable for any costs associated with removal.
- 79) You must not use any part of the property, land around your home, the road, communal path, parking area or garage site or land owned or managed by us to store, load or unload scrap metal or vehicles to be later stripped down. You must also not strip down vehicles for scrap metal in any of the aforementioned places in this clause. Nor will you allow anyone who lives with you or visitors to do so.

## Animals and Pets

- 80) You must not keep any animal that is unsuitable for the dwelling such as livestock, horses or goats, nor must you allow any other person living with you to do so.

(For more information see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).

- a) You must not keep a cat or dog in any high or medium rise flat (three storeys or above) under any circumstances
- b) You must not keep a dog in any dwelling that does not have direct access to an exclusive garden.
- c) If you or another occupier of the property requires an assistance dog we give permission for you to keep such an animal in your property. You agree to notify us if you are keeping an assistance dog in your property.
- d) You must not keep a dog as specified in the Dangerous Dogs Act 1991 (as amended in 1997), or any illegal breed of animal.
- e) Animals must not be kept in the dwelling or any part thereof for breeding or any commercial or illegal purposes
- f) The keeping of dogs and cats is limited to a total of two animals
- g) You are responsible for keeping the property, gardens and communal areas clear of faeces and left over food at all times so as to prevent causing a nuisance to neighbours

- h) You must not neglect any animal kept in the dwelling or any part thereof
- i) You must not allow animals, in particular dogs to be kept alone in dwellings for excessive periods without exercise or companionship.



- j) The keeping of dangerous reptiles, poisonous snakes, arachnids or insects is prohibited.
- 81) You agree to keep all dogs in a secure room when any of our tenants, managing agents, employees, contractors or emergency services visit the property. If your animal or pet causes a nuisance to any council officer, agent, contractor or anyone else, we will ask you to remove it from the property.
- 82) You agree not to allow, permit or cause any animal to create a nuisance, annoy or frighten other people. You agree to ensure that any animal is kept under control at all times. You are responsible for providing and maintaining any fencing specifically required for control of the animal at your own expense. Further you agree to reimburse us or our contractors for any remedial work necessary to fencing as a result of the animal's behaviour.

## Tenancy Fraud

- 83) We may prosecute you if you part with possession of the property or sublet the whole of it as provided for by the Prevention of Social Housing Fraud Act 2013.
- 84) You agree that the information you have provided to us in agreeing to the terms of this tenancy is true to the best of your knowledge. Further you will have broken the terms of this tenancy agreement if you have obtained this property by deception, live elsewhere, have another tenancy elsewhere or any other undisclosed interest in any property, claimed succession rights to which you are not entitled, sold keys to the property or unlawfully swapped properties without our consent.

Deception includes providing false information of any kind, not providing a full account of your or any other person's circumstances or encouraging others to do the same.

- 85) You agree to allow us to undertake a full inspection of the property on reasonable notice and to co-operate fully with the process.

## Right to Buy

- 86) You may be able to purchase your home under the Right to Buy Scheme.

(For more information see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).

## Succession

- 87) The right of succession is governed by the Housing Act 1985 as amended by the Localism Act 2011. The right of succession applies only once following the death of the tenant.

- (a) If the secure tenancy was granted prior to the 1<sup>st</sup> August 2013 then the following persons are qualified to succeed if they occupy the dwelling as their only or principal home at the time of the tenant's death:
- I. the tenant's spouse, including civil partner; or
  - II. another member of the tenant's family who has lived with the tenant throughout the 12 months prior to the death of the tenant.
- (b) If the secure tenancy was granted on or after 1<sup>st</sup> August 2013 then the following persons are qualified to succeed if they occupy the dwelling as their only or principal home at the time of the tenant's death:
- I. the tenant's spouse or civil partner; or
  - II. a person who was living with the tenant as if they were the tenant's spouse or civil partner.

Where in either of (a) or (b) above, there is more than one person that fulfils the criteria set out, such one of those persons as may be agreed between them or, where there is no such agreement, as selected by us is to be treated as the tenant's spouse, civil partner or family member (Clause 87 (a) only)

- 88) We may seek possession of the dwelling where, following succession, the dwelling becomes substantially under occupied (normally 2 or more bedrooms) or the dwelling is occupied by persons who do not require use of any special adaptation or features present in the property (for example feature for disabled people). In such cases we will provide suitable alternative accommodation in accordance with our allocation policy.
- 89) Where there is no legal successor but someone is left in the property, consideration will be given to allowing that person to be given a tenancy if:
- a) Either
    - i) that person has lived with the previous tenant for more than 10 years and/or
    - ii) will be taking on responsibility for the previous tenant's dependents and
  - b) the household is eligible for the property type.

## General Legal

- 90) We have the right to apply for an injunction to enforce your obligations under this agreement and in serious cases we can ask the Court to attach a power of arrest or exclusion order to the injunction. Further we also have the right to take action against you in any way permitted by law in the future. We may seek Anti-Social Behaviour orders (ASBOs) in the Magistrates and County Courts to control tenants who act in an anti-social manner. We can also take action against you in relation to Housing Fraud in the

Magistrates and County Court which could involve but is not limited to seeking an Unlawful Profit Order and/or prosecution for unlawfully subletting your property.

- 91) You agree that you will reimburse us for our reasonably incurred costs (including legal costs) in seeking to enforce any of the terms of this agreement, seeking possession of the property or in relation to any legal action taken as a result of anti-social behaviour caused by you, any member of your household or any visitors to your home.

## Demotion Order

- 92) In cases involving anti-social behaviour, we may apply to the Court for a Demotion Order. A Demotion Order demotes a secure tenancy to a demoted tenancy for an initial period of one year. We will usually give you four weeks notice of our intention to apply for a Demotion Order but can apply to Court for permission to dispense with any notice in serious cases. The notice will tell you why we are applying for a Demotion Order and the statutory basis for doing so.
- 93) We may amend this tenancy agreement in accordance with the provisions of the Housing Act 1985 or any other legislation which may be introduced in future.

## Terminating the Tenancy

The tenancy can only be terminated in one of the following ways:

- 94) **Notice by you.** This must be in writing and signed (or a recognised mark) giving a minimum of 4 weeks notice to expire on a Monday. Keys must be returned and receipt obtained before 12 noon on the Monday the notice expires.
- a) You must give vacant possession and must not leave any belongings, furniture, carpets or rubbish inside or outside the dwelling. You agree that we may dispose of any items left in or about the dwelling when the tenancy ends. We will charge you for this and you agree to pay. If any such items are sold, we may deduct, from the proceeds of sale, any rent or charges unpaid in respect of the tenancy and any costs incurred by us in clearing the dwelling and gardens and disposing of items left in or about the dwelling.
  - b) You agree to reimburse us in full for any costs incurred in removal and disposal of any goods or belongings left in the property including but not limited to sales fees.
  - c) You will be charged and agree to pay for repair costs of any deliberate or reckless damage that was your responsibility as the tenant (e.g. damage to doors). This includes deliberate damage or reckless damage caused by anyone living with or visiting you or pets. If you are transferring to another Council tenancy the state of the current dwelling could delay or even prevent the move.
  - d) During the 4 week notice period, where requested to do so and provided reasonable notice is given, you will allow us access to inspect the condition of the dwelling ready for re-letting.

- e) Where there is more than one tenant then you are jointly and severally responsible for complying with all of the tenancy obligations, including the payment of rent. Where one of the joint tenants serves a notice to quit, giving at least 4 weeks notice, then the whole tenancy will end. We will make a decision as to whether the remaining person can be granted a new tenancy of that dwelling or whether we will take action to gain possession of the dwelling. Until this decision is made or possession granted by the County Court a charge for use and occupation will be made. (For more information see [www.wolverhamptonhomes.org.uk](http://www.wolverhamptonhomes.org.uk)).
- 95) **On the order of the Court** after we have served a Notice of Seeking Possession upon you setting out one or more grounds for possession which apply to your secure tenancy. These grounds include but are not limited to the grounds contained within schedule 2 of the Housing Act 1985 or any ground for possession which in future applies to secure tenancies. We then apply to the Court which may make a possession order if it considers it reasonable to do so.
- 96) **On expiry of a notice to quit** given by us to you (including the personal representatives of a deceased tenant) at any time when the tenancy is not a secure tenancy.

## Service of Notices

- 97) The method of service by us of notices of seeking possession, notices to quit and notices of possession proceedings will be by hand or first class post at the last known address. If it cannot be served personally then it will be posted through the letterbox or attached to the door.
- 98) This tenancy agreement shall incorporate the provisions as to Notices contained in s.196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 and shall apply also to the service of any Notice to Quit.
- 99) Any notices should be served by you on us as Landlord at the managing agents address.

## TENANCY AGREEMENT SIGNATURES TENANT COPY

This document is a tenancy agreement between: NAME OF TENANT(S):

.....  
.....

AND WOLVERHAMPTON CITY COUNCIL MANAGING AGENT.....

ADDRESS OF DWELLING: (THE PROPERTY)

.....

Postcode.....DWELLING TYPE:.....

Initial Weekly Affordable/Social Rent: .....Service Charges: .....

Other .....Total: .....

The '**permitted number**' of occupants for the dwelling to which this Tenancy Agreement relates is \_\_\_\_ person(s).

START DATE OF TENANCY:.....

By signing this tenancy agreement you agree to be bound by all of the clauses contained in this agreement and understand your obligations and those of the Council. You also agree that you have read and fully understood all of the clauses and their application in particular the clauses concerning:

- Payment of Rent and Service Charges
- Anti-Social Behaviour
- Tenancy Fraud

If you are unsure as to the effect of any of the clauses you should ask the Council or its agents for an explanation.

You also confirm that the information you have provided to induce the offer of this tenancy is true and accurate to the best of your knowledge and belief and that should you later become aware of anything which is not true you undertake to immediately disclose it to us.

Signed .....

Print Name ..... (Tenant/s)

Signed .....

Print Name ..... (Tenant/s)

Signed, on behalf of Wolverhampton City Council and their agent.....

Print Name ..... Day ..... Month ..... Year 20.....

This report is PUBLIC  
NOT PROTECTIVELY MARKED

## TENANCY AGREEMENT SIGNATURES COUNCIL/AGENTS COPY

This document is a tenancy agreement between: NAME OF TENANT(S):

.....  
.....

AND WOLVERHAMPTON CITY COUNCIL MANAGING AGENT.....

ADDRESS OF DWELLING: (THE PROPERTY)

.....

Postcode.....DWELLING TYPE:.....

Initial Weekly Affordable/Social Rent: .....Service Charges: .....

Other .....Total: .....

The '**permitted number**' of occupants for the dwelling to which this Tenancy Agreement relates is \_\_\_\_ person(s).

START DATE OF TENANCY:.....

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Signed .....

Print Name ..... (Tenant/s)

Signed .....

Print Name ..... (Tenant/s)

Signed, on behalf of Wolverhampton City Council and their agent.....

Print Name ..... Day ..... Month ..... Year 20.....

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# Cabinet Meeting

23 April 2014

<b>Report title</b>	Statutory Food Service Plan 2014-15	
<b>Decision designation</b>	AMBER	
<b>Cabinet member with lead responsibility</b>	Councillor John Reynolds City Services	
<b>Key decision</b>	Yes	
<b>In forward plan</b>	Yes	
<b>Wards affected</b>	All	
<b>Accountable director</b>	Tim Johnson, Education and Enterprise	
<b>Originating service</b>	Regulatory Services	
<b>Accountable employee(s)</b>	Loraine Edwards	Section Leader Environmental Health (Commercial)
	Oliver Wassall	Service Manager Environmental Health (Commercial)
	Tel	01902 554340 / 554351
	Email	<a href="mailto:loraine.edwards@wolverhampton.gov.uk">loraine.edwards@wolverhampton.gov.uk</a> <a href="mailto:oliver.wassall@wolverhampton.gov.uk">oliver.wassall@wolverhampton.gov.uk</a>
<b>Report to be/has been considered by</b>	None	

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## Recommendation(s) for action or decision:

The Cabinet is recommended to:

1. Approve the draft 2014/15 Statutory Food Service Plan as summarised in Appendix A.
2. Authorise the Cabinet Member for City Services, in consultation with the Assistant Director for Regeneration, to approve the final version of the Statutory Food Service Plan for 2014/15.
3. Agree to receive a further report if the outcome of the current restructure of the Environmental Health (Commercial) service is such that it adversely impacts upon the ability to deliver the statutory requirements of the plan.

### **Recommendations for noting**

The Cabinet is asked to note:

1. The requirement to prepare a Food Service Plan.
2. The potential impact of the resource reductions arising from the ongoing restructuring of the service.

## 1.0 Purpose

- 1.1 To inform Cabinet of the legal requirement to produce a Statutory Food Service Plan.
- 1.2 To inform Cabinet of the implications of the proposed resource reduction associated with the ongoing restructuring of the service and the consequent ability of the service to deliver statutory requirements required by the Food Standards Agency on behalf of central government.
- 1.3 To present, for Cabinet's consideration and approval, the draft Statutory Food Service Plan for 2014 - 2015.
- 1.4 To obtain authority for the Cabinet Member for City Services, in consultation with the Assistant Director for Regeneration, to approve the final version of the plan taking into account any comments or observations from Councillors and any other issues arising from the finalisation of the budget and associated employee resources provided to deliver the service.

## 2.0 Background

- 2.1 Service delivery plans are recognised by central government as important expressions of a local authority's commitment to the development of their various services. They serve as a quality framework against which a service may be audited and provide a focus on resourcing and delivering aims and objectives. They also establish mechanisms for managing performance.
- 2.2 In January 2001 the Food Standards Agency produced the Framework Agreement on Local Authority Food Law Enforcement. It included the requirement to prepare a Statutory Food Service Plan and prescribed in detail which areas of the service should be covered by the plan. It provides the basis on which the provision of the statutorily required inspection of food businesses can be managed and delivered.
- 2.3 The Statutory Food Service Plan describes how the Council's Food Safety Service meets the requirements imposed by the Food Standards Agency (FSA). It provides a framework upon which a scrutinising body, such as the FSA can conduct an official audit. It also sets out, within an overall commitment to quality and continual improvement, the general aims and objectives of the service, the scope and levels of the service and the means by which it is delivered. To this end, it also contains a breakdown of the financial and staffing resources available to deliver the service.
- 2.4 The main elements of the plan are summarised in appendix A. A full copy of the draft Statutory Food Service Plan 2014/15 is available from the Assistant Director, Regeneration. Copies will also be placed in the Members' rooms for reference. A copy will be placed on the intranet when final approval is obtained.
- 2.5 The plan describes how the service is discharged and details the numbers, types and priority ratings of premises, the frequencies of planned interventions, sampling

programmes, health promotion activities, reactive work, including responding to food complaints, food hazard warnings and investigating cases of infectious disease.

### **3.0 Financial implications**

- 3.1 The overall resource provision required to deliver the requirements of the plan fall within the City Services portfolio. For this reason the Cabinet Member for City Services is a signatory of the approved plan.
- 3.2 The approved budget for the Environmental Health (Commercial) Service, which includes the provision of the Food Safety Service, for 2014/2015, has still to be finalised but is likely to be in the region of £1.2 million. It should be recognised a wide range of other non-food related services are delivered within this budgetary provision (for example, health and safety, investigation and control of infectious disease, licensing regulation, street scene enforcement etc.). The level of resource available for the provision of food safety and food standards activities covered by the Statutory Plan is currently in the region of £600,000 (though as previously stated this is subject to ongoing review)
- 3.3 Cabinet should also note as a consequence of the resource reductions proposed for the service in the ongoing restructure the inspection and intervention regime prescribed by the Food Standards Agency may not be deliverable. In an attempt to mitigate the implications of this the remaining resource will need to be focussed upon the higher risk premises detailed in the programme.  
[ES/08042014/D]

### **4.0 Legal implications**

- 4.1 Powers to enable the Food Standards Agency to monitor and audit local authorities' enforcement action are contained in the Food Standards Act 1999. This was the statutory basis for the development of the Framework Agreement that was initially established in 2001 and which has been subsequently amended. The requirement for local authorities to develop and maintain annual Statutory Food Service Plans is considered to be an important part of the process to ensure national priorities and standards are addressed and delivered locally.
- 4.2 The plan establishes the work programme for the food service which details those food businesses to be subject to inspection during the year and the individual timeframes during which these inspections should be completed. Having regard to the extent of the proposed resource reduction associated with the ongoing restructure of the service Cabinet should be aware the statutory programme of food hygiene and food standards inspections may not be completed. This may give rise to intervention by the Food Standards Agency.
- 4.3 Additionally, the authority's ability to respond to emerging food safety threats will also reduce; although in the event of such an urgent matter, resources would inevitably be redirected from other areas of the service so as to avoid legal and reputational damage to the authority as well as seeking to mitigate risks to public safety and well-being. .  
[KR/04042014/Y]

## **5.0 Equalities implications**

- 5.1 Implementation of the Statutory Food Service Plan has direct equality implications as it sets out how a range of statutory enforcement duties are to be delivered across the City affecting both individuals and all sections of the community.
- 5.2 Certain sectors of the food trade are predominantly owned by particular ethnic groups. In order to ensure a consistent and proportionate approach, all decisions are based solely on consideration of risk, public safety, evidence and public interest. All enforcement policies reflect this approach.

## **6.0 Environmental implications**

- 6.1 The report may have some indirect environmental implications in so far as it affects the working and commercial environment in Wolverhampton.

## **7. Human resources implications**

- 7.1 None.

## **8. Corporate landlord implications**

- 8.1 None

## **9. Schedule of background papers**

- 9.1 None

## **Summary – Statutory Food Service Plan**

### **The Service aims and objectives**

Through the effective and efficient use of the resources allocated, to ensure, so far as is reasonably practicable, the safety and quality of food prepared and sold in Wolverhampton are of the highest standard.

In achieving the Aims we will:

- Register, approve and licence, as appropriate, relevant food premises;
- Maintain appropriate food premises intervention regimes which comply with all requirements set out in legislation, statutory codes of practice and other official guidance;
- Respond to and investigate food safety and standards complaints, requests for information made by both business persons and private individuals and complaints of a public health nature, relating to food premises;
- Make appropriate responses to national food alerts identified by the FSA
- Support the Local Government Regulation (LGR) Primary and Home Authority Principle;
- Support the workings of the West Midlands Food Liaison Group, and the Central England Trading Standards Authorities Group - Quality Standards Sub-Group;
- Complement and enhance the inspection, control and enforcement regime with a range of other services designed to promote food related health issues.
- Maintain appropriate food sampling regimes which comply with relevant statutory provisions, codes of practice and official guidance;
- Investigate reported cases and outbreaks of infectious disease and support the work of the HPA in this respect.
- Pursue an approach to enforcement which is helpful, consistent and proportionate and not likely to impose unnecessary burdens on the business owner.
- Ensure all actions and decisions taken by officers and Members are undertaken in an open and transparent fashion with due regard to the Council's policies on equality.
- Ensure that all investigations leading to legal proceedings are completed in accordance with the principles of natural justice and fairness.
- Ensure appropriate monitoring, reporting and response to the actual implementation and delivery of the agreed Service Plan.
- Update of the Outbreak Plan when deemed necessary.

The above is undertaken by appropriately qualified and experienced officers within the Environmental Health (Commercial) section of Education and Enterprise. (See structure chart within the statutory plan). The overall budgetary provision for the service is anticipated to be in the region of £1.226 M for 2014/15. The services resourced through this budgetary provision include:-

- Food hygiene
- Food standards
- Infectious disease investigation and control
- Compositional and microbiological sampling
- Health and safety including accident investigations, stadia certification, etc.
- Public health (relating to commercial businesses, i.e. nuisance, noise, drainage, etc.)
- Licensing enforcement (vehicles and premises)
- Street scene regulation

Staff undertaking food safety work will implement the general principles contained in the BIS / BRDO 'Better Business for All' initiative, including :-

- Identify themselves by name and title, showing proof of ID.
- Be helpful and courteous.
- Provide a contact point and telephone number for future reference.
- Carry out their duties in a fair, equitable and consistent manner in accordance with the Council's Enforcement and Equal Opportunities Policies.
- Provide information and advice in plain language relating to food legislation which they enforce; should an officer identify a language/communication problem, they will bring it to the attention of their line manager for advice.
- Discuss specific compliance failures or problems with any proprietor experiencing difficulties.
- Minimise the cost of compliance by ensuring any action required is proportionate to the risk.
- Encourage businesses to seek advice/information.
- Provide information about the Council's complaints procedures and any official appeals procedures as appropriate.
- Issue a report where contraventions of food legislation are identified.
- Advise on future changes in relevant legislation and requirement/obligations on food business.

### **The mechanism of review and performance monitoring**

All areas of Council Service are subject to service planning and performance measurement and review. This is managed through work programmes, service plans, corporate strategies and financial planning etc.

Performance against performance indicators are subject to monthly reviews reported to the Assistant Director for Regeneration. Similarly there is on-going monitoring of the deployment of financial resources against budgetary provision, again reviewed on a monthly basis.

The monitoring of performance against Service Plans and Work Programmes is detailed in the plan and involves Directors, Assistant Directors, Service Managers and employee groups. In addition, there is external review of performance through the statutory return to the Food Standards Agency.

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