

AGENDA

Page No

1. MINUTES

To confirm the decisions of the meetings held on 9 and 25 February 2016 (CA.51 - CA.60 and CA.61 – CA.62), previously circulated.

2. APOLOGIES FOR ABSENCE

Resources Management

3. BUY-OUT OF HOMES AND COMMUNITIES FUNDING AGREEMENTS

1 - 2

Bedale Craft Yard (BCY) and Evolution/Leeming Bar Food Enterprise Centre (LBFEC) are developments that Homes and Communities Agency (HCA) are reviewing as part of the legacy of funding agreements that the Council entered into with Yorkshire Forward. The proposal is for the Council to pay a one-off lump sum to HCA in order to be released early from its obligations of two funding agreements before the official end dates which are 2026 for Bedale Craft Yard and 2029 for LBFEC/Evolution. The funding agreements require the Council to pay partnership payments each year which are a % of net income for that financial year. In addition to approval by Cabinet, the proposed payment figure is subject to approval by the Board of HCA.

In accepting the recommendation, Cabinet will approve and recommend to Council that the buy-out of the funding agreements for Bedale Craft Yard and Evolution/LBFEC as per the report and that the £157,940 be funded from the One-Off Fund with revenue being transferred back to the One-Off Fund over 3 years and 3 months.

Relevant Ward(s): All Wards

Policy Implementation

4. RESETTLEMENT OF SYRIAN REFUGEES

3 - 24

In September the Home Office wrote to all Local Authorities seeking their assistance to support the Government's pledge of resettling 20,000 Syrian refugees within the UK over the next 5 years. This report seeks agreement to support this request through the Council's participation in a North Yorkshire Resettlement Scheme.

In accepting the recommendation, Cabinet will approve and recommend to Council that the North Yorkshire wide resettlement scheme to enable the resettlement of 200 Syrian refugees Countywide over the next 5 years be supported; agree that this Council's commitment to this scheme shall be to accommodate about 28 people; a Memorandum of Understanding be entered into with North Yorkshire County Council and the other District Councils concerning this scheme; the Executive Director be authorised to work in partnership with NYCC and the other Districts to use Home Office Grant to procure a specialist support provider along with other ancillary services that are necessary for the smooth resettlement of refugees; give authority to enter into an agreement with Migration Yorkshire to enable overall regional co-ordination and support and authorise the Executive Director to agree a variation to the Council's nomination deed with Broadacres Housing Association regarding the allocation of social housing to enable the allocation of homes to Syrian refugees.

Relevant Ward(s): All Wards

This report seeks approval for the Statement of Principles which sets out the factors to take into consideration when levying a charge under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015.

In accepting the recommendation, Cabinet will approve and recommend to Council that the Statement of Principles attached to the report should apply when exercising its duty to secure compliance with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 by the imposition of a penalty charge.

Relevant Ward(s): All Wards

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HAMBLETON DISTRICT COUNCIL

Report To: Cabinet
15 March 2016

Subject: BUY-OUT OF HOMES AND COMMUNITIES FUNDING AGREEMENTS

All Wards

Portfolio Holder for Economic Development and Finance: Councillor P R Wilkinson

1.0 PURPOSE AND BACKGROUND:

- 1.1 Bedale Craft Yard (BCY) and Evolution/Leeming Bar Food Enterprise Centre (LBFEC) are developments that Homes and Communities Agency (HCA) are reviewing as part of the legacy of funding agreements that the Council entered into with Yorkshire Forward. The proposal is for the Council to pay a one-off lump sum to HCA in order to be released early from its obligations of two funding agreements before the official end dates which are **2026 for Bedale Craft Yard and 2029 for LBFEC/Evolution**. The funding agreements require the Council to pay partnership payments each year which are a % of net income for that financial year. In addition to approval by Cabinet, the proposed payment figure is subject to approval by the Board of HCA.
- 1.2 The status of other funding agreements with HCA that do not form part of this report are:

Development	% share	Comments
Binks Close, Northallerton	68.55/31.45 HDC/HCA	Rental payments ceased 31.03.11. HCA interest only if asset sold
Leeming Bar Phase 4 Land	68.5/31.5 HDC/HCA	Tied in with BCY. HCA aim to close this at the same time as BCY. Potential positive financial impact for HDC; extent not known until all the land has been sold
17 Market Place, Bedale	35/65 HDC/HCA	HCA share of income paid to Bedale and Villages Community Forum. No advantage to 'buy out'. HDC do not own the building
Springboard, Stokesley	20.29/52.03/27.68 HDC/HCA/ERDF	No rental payments made; excess income re-invested in the property. HCA interest only if asset sold
Momentum	46.19/22.45/31.36 HDC/HCA/ERDF	Rental share ends 17.07.17; no gain from 'buy out'. Building currently on the market for sale/let as a whole. If sold HCA receive 22.45% of net proceeds. This would be a separate Cabinet report

2.0 LINK TO COUNCIL PRIORITIES:

- 2.1 Links to the Council's priorities on reducing costs and improving productivity of services.

3.0 RISK ASSESSMENT:

- 3.1 There are no significant risks associated with approving this report

4.0 FINANCIAL IMPLICATIONS:

- 4.1 The proposed costs of buying out of the funding agreements are £71,890 for BCY and £86,050 for LBFEC/Evolution; total £157,940. Within the 2015/16 budget there are provisions for partnership payments to HCA of £19,000 for BCY and £28,200 for LBFEC/Evolution; total £47,200. The one off payment of £157,940 is requested to be funded by the One-Off Fund in 2015/16 with a payback time of 3 years and 3 months, with

the funding being returned to the One-Off Fund as detailed in the table below. After the payback period of 3 years and 3 months the Council will realise savings of £39,860 in 2018/19 with a further annual saving of £10,460 from 2019/20

Overall the revenue effects of buying out of the HCA funding agreements will be as follows:-

One-Off Fund effect	2015/16 £	2016/17 £	2017/18 £	2018/19 £
One-Off Fund balance	<u>£157,940</u>	<u>£110,740</u>	<u>£60,600</u>	<u>£10,460</u>
Transfer to the One-Off Fund from Revenue budgets (annual partnership payments)	<u>£47,200</u>	<u>£50,140</u>	<u>£50,140</u>	<u>£10,460</u>
One-Off Fund closing balance	<u>£110,740</u>	<u>£60,600</u>	<u>£10,460</u>	<u>£0.00</u>

4.2 There will be efficiencies in service provision in the areas of Finance and Workspace Management as there will not be a requirement to provide the partner payments information for the agreements at BCY and Evolution/LBFEC at the end of each financial year.

5.0 LEGAL IMPLICATIONS:

5.1 None – the parties involved in the proposal are the same as those involved in the funding agreements.

6.0 EQUALITY/DIVERSITY ISSUES

6.1 There are no equality and diversity issues associated with this report.

7.0 RECOMMENDATION:

7.1 That Cabinet approves and recommends to Council the buy-out of the funding agreements for Bedale Craft Yard and Evolution/LBFEC as per this report and that the £157,940 will be funded from the One-Off Fund with revenue being transferred back to the One-Off Fund over 3 years and 3 months.

DAVE GOODWIN

Background papers: Management Team Report – Workspaces Proposals October 2015

Author ref: JT

Contact: Judith Turner
Workspace Principal Officer
Ext 7050

HAMBLETON DISTRICT COUNCIL

Report To: Cabinet
15 March 2016

Subject: **RESETTLEMENT OF SYRIAN REFUGEES**

**All Wards outside the North Yorkshire Moors National Park
Portfolio Holder for Environmental and Planning Services: Councillor B Phillips**

1.0 PURPOSE:

1.1 In September the Home Office wrote to all Local Authorities seeking their assistance to support the Government's pledge to resettle 20,000 Syrian refugees within the UK over the next 5 years. This report seeks agreement to support this request through the Council's participation in a North Yorkshire Resettlement Scheme.

2.0 BACKGROUND:

2.1 The Prime Minister announced in September 2015 that during the remainder of this Parliament, the UK will accept up to 20,000 Syrian refugees from camps in countries neighbouring Syria. The Government is working with the United Nations Refugee Agency to identify who will enter the UK. Those who are accepted are being granted a five year humanitarian protection visa. On arrival they will have the same rights as UK citizens to education, employment, health care and public funds. It is understood from the Home Office that those chosen will be amongst the most vulnerable and will be predominantly families.

2.2 The Home Office pays a grant per person to Local Authorities accepting refugees which is expected to cover the full costs of resettlement for each individual. Levels of year 1 funding have been confirmed as £8,520 per person. Local Authority costs cover management of the scheme, housing and cultural integration including English language support. There is also an element included in the Local Authority costs for social care (in the region of £500). Any cases where social care costs cannot be accommodated within this figure would need to be topped up separately by making a case to the Home Office. Additional grant funding to that above is being paid to cover educational costs and special educational needs costs.

2.3 Other costs will be paid directly to the Department for Work and Pensions (DWP) for welfare benefits costs and to NHS England/Clinical Commissioning Groups for primary and secondary medical care costs.

2.4 The Home Office has confirmed that in years two to five funding will be allocated on a tariff basis over four years, tapering from £5,000 per person in year two to £1,000 per person in year five.

North Yorkshire Scheme

2.5 The Council has worked in partnership with the other North Yorkshire Councils to develop a joint response to the Government's requests. Each Local Authority in North Yorkshire has identified the number of refugees that it could resettle based on local circumstances, housing capacity and school places. The combined estimate is in the region of 200 individuals across the County. This figure also equates to North Yorkshire's pro-rata contribution to the national scheme based on population size. For Hambleton the figure is 28.

- 2.6 The experience of Authorities already participating in the scheme is that the support needs of refugees are intensive especially early on. The rapid deployment of a range of services is required locally in order to ensure that refugees are provided with the right level of support. This involves housing, social care, education, health services, the DWP, Job Centre Plus and Police working closely together. A challenge for all North Yorkshire Authorities is that the County currently lacks much of the support infrastructure needed to take such a scheme forward. This combined with the rural nature means that realism is needed about numbers and where and how quickly we could resettle refugees.
- 2.7 The proposed approach is to pilot resettlement in one area of the County. This will work in year 1 by resettling refugees in a combined 'block' of two districts. Such an approach would make it easier to manage the process and build up expertise and focus specialist services over a more manageable geographical area. A review of the process could then take place before additional refugees were resettled in other parts of the County. In year 1 the focus will be on Harrogate and Craven with Scarborough and Ryedale falling into year 2 and Hambleton and Richmondshire in year 3. This means that it is unlikely that refugees would be resettled in Hambleton until 2018/19.
- 2.8 The Council's contribution would be through the sourcing of accommodation. This could either be through the Private Rented Sector or through Social Housing Provision. It is anticipated that housing costs will be about £2,500 per household per annum. These costs will be paid for through the Government grant.
- 2.9 In Hambleton it is proposed to use social housing because the Council is not in a position to 'guarantee' that suitable private rented accommodation will be readily available when required and is therefore reliant on exercising its nomination rights with Registered Providers as its only option. Discussions have been held with Broadacres which has committed to supporting these proposals. Lettings to refugees would have to be undertaken outside the scope of the Council's normal allocation scheme via a 'direct nomination'. This approach requires an amendment to the nomination deed between the Council and Broadacres Housing Association.

Governance Arrangements

- 2.10 In common with the arrangements already in place in other areas of the country, a Programme Board would oversee the strategic arrangements for North Yorkshire's participation in the scheme. This would be at County level and would include Housing Officers from each of the District Councils together with representatives of the County Council, primary and secondary care health services and the Police. The Board's functions will be:
- to determine suitable areas within North Yorkshire for the resettlement of Syrian refugees;
 - to ensure smooth arrangements are in place for the arrival of Syrian refugees;
 - to oversee the development of appropriate integration support services for refugees;
 - to consider issues relating to the support of the Syrian refugees that cannot be resolved at an operational level and to make recommendations to the appropriate organisation;
 - to agree key messages including how the public can help; and
 - to report on progress to Local Government York and North Yorkshire.

- 2.11 For day-to-day management of the process at the local level an operational group covering the area in which the resettlement is taking place will be created. The purpose of this group will be to help co-ordinate the response of support services. A Project Co-ordinator would lead delivery and chair the operational group. The County Council is offering to provide in-house project management to co-ordinate the project overall, including employing the Project Co-ordinator and to act as the accountable body.

Commissioning External Specialist Support

- 2.12 Some of the requirements of refugees will be complex and staff will require support from specialist organisations. Specialist integration support organisations already operate in other areas within Yorkshire and provide expertise to train staff, guide partners through the resettlement process and provide an understanding of Syrian culture. It is therefore proposed that a specialist provider be commissioned by NYCC.

Proposed Support in Yorkshire and Humber

- 2.13 The model being proposed involves Migration Yorkshire project managing the resettlement programme at regional level to provide leadership and co-ordination and provide the link between Local Authorities and the Home Office. It would act as a single point through which to route and agree caseloads for our region and be responsible for contract management and compliance with Home Office requirements. Migration Yorkshire would also manage practical aspects such as arrivals (e.g. planning intake and charter flights to each region). Local delivery, including decisions relating to the number of refugees to be resettled within an area and when, would be managed at a local level by Local Authorities.
- 2.14 It is therefore proposed that the Council along with other North Yorkshire Authorities agrees to participate within the wider Regional model and enter into partnership with Migration Yorkshire. There are no cost implications to the Council as it is anticipated that some or all of the regional function would be funded initially by the Home Office. If this was not possible estimated overheads to the Local Authorities for a regional management function would be between 3 - 5% of the funding provided to Local Authorities by the Home Office.

Memorandum of Understanding

- 2.15 The complex nature of the resettlement process means that all partners need to be clear about their responsibilities and committed to carrying these out in a timely manner. A Memorandum of Understanding has therefore been developed and is attached at Annex 'A'.

3.0 LINK TO COUNCIL PRIORITIES:

- 3.1 The proposal does not relate to a Council priority but rather is a response to a global humanitarian crisis.

4.0 **RISK ASSESSMENT:**

4.1 The main risk in approving the recommendation is:

Risk	Implication	Prob*	Imp*	Total	Preventative action
Earmarked housing remains vacant for an extended period should a family not want to come to Hambleton.	The scheme currently will pay for an 8 week void period. If this needs to be extended the Council will need to pay for the extra void period time.	4	3	12	Consider offering the property to another homeless client to avoid further void costs and/or have two families in mind so that the second one can be accommodated quite quickly thereafter thus reducing void loss/expense to the LA.

Prob = Probability, Imp = Impact, Score range is Low = 1, High = 5

4.2 The main risk in not approving the recommendation is:

Risk	Implication	Prob*	Imp*	Total	Preventative action
Council publicly identified as not helping with the crisis.	Harmful to the reputation of the Council.	4	4	16	Communications to mitigate adverse publicity.

5.0 **FINANCIAL IMPLICATIONS:**

5.1 There are no direct financial implications for the Council that arise from this proposed scheme. Costs associated with the resettlement of refugees are met by Government grant. NYCC has agreed to front fund the programme and will act as the accountable body for the receipt and spending of this grant.

5.2 The proposed scheme does however have indirect cost implications for the Council which include staff time.

6.0 **LEGAL IMPLICATIONS:**

6.1 This report seeks agreement to enter in a Memorandum of Understanding with participating Councils around the roles and responsibilities of different partners. It also seeks agreement to vary the terms of the nomination agreement with Broadacres Housing Association.

7.0 **EQUALITY/DIVERSITY ISSUES**

7.1 A key element of the local response will be to work in partnership to tackle equality and diversity issues.

8.0 **RECOMMENDATIONS:**

8.1 It is recommended that Cabinet:-

- (1) supports the North Yorkshire wide resettlement scheme to enable the resettlement of 200 Syrian refugees Countywide over the next 5 years;

- (2) agrees that this Council's commitment to this scheme shall be to accommodate about 28 people;
- (3) enters into a Memorandum of Understanding with North Yorkshire County Council and the other District Councils concerning this scheme;
- (4) authorises the Executive Director to work in partnership with NYCC and the other Districts to use Home Office Grant to procure a specialist support provider along with other ancillary services that are necessary for the smooth resettlement of refugees;
- (5) gives authority to enter into agreement with Migration Yorkshire to enable overall regional co-ordination and support;
- (6) authorises the Executive Director to agree a variation to the Council's nomination deed with Broadacres Housing Association regarding the allocation of social housing to enable the allocation of homes to Syrian refugees.

MICK JEWITT

Background papers: Migration Yorkshire proposal
Memorandum of Understanding

Author ref: Alison Morton

Contact: Alison Morton
Housing Options Team Leader
Direct Line No: 01609 767177

150316 Resettlement of Syrian Refugees

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Memorandum of Understanding: North Yorkshire Syrian Refugee Resettlement Scheme

This agreement is dated

2016

Between:

1. North Yorkshire County Council of County Hall, Racecourse Lane Northallerton, DL7 8AD (the County Council)
2. Craven District Council of 1 Belle Vue Square, Broughton Road, Skipton, North Yorkshire BD23 1FJ
3. Harrogate Borough Council of Council Offices, Crescent Gardens, Harrogate, North Yorkshire, HG1 2SG
4. Hambleton District Council of Civic Centre, Stone Cross, Northallerton, North Yorkshire, DL6 2UU
5. Richmondshire District Council of Mercury House, Station Road, Richmond DL10 4JX
6. Ryedale District Council of Ryedale House, Malton, North Yorkshire, YO17 7HH
7. Scarborough Borough Council of Town Hall, St Nicholas St, Scarborough, North Yorkshire YO11 2HG
8. Selby District Council of Civic Centre, Doncaster Road, Selby, North Yorkshire, YO8 9FT
(together the District Councils)
9. North Yorkshire Police of Newby Wiske, Northallerton, North Yorkshire, DL7 9HA
10. NHS Airedale, Wharfedale and Craven Clinical Commissioning Group of Millennium Business Park, Station Road, Steeton, Keighley, BD20 6RB
11. YORLMC North Yorkshire and York of 1st Floor, 87-89 Leeds Road, Harrogate, North Yorkshire, HG2 8BE
12. NHS Hambleton, Richmondshire and Whitby Clinical Commissioning Group of Civic Centre, Stone Cross, Northallerton, DL6 2UU
13. NHS Harrogate and Rural District Clinical Commissioning Group of 1 Gimbald Crag Court, St James Business Park, Knaresborough, HG5 8QB
14. NHS Scarborough and Ryedale Clinical Commissioning Group of Scarborough Town Hall, York House, St Nicholas Street, Scarborough, YO11 2HG
15. NHS Vale of York Clinical Commissioning Group of West Offices, Station Rise, York, YO1 6GA
16. The Department of Work and Pensions (North East Yorkshire and the Humber), of Britannia House CH(1), 2, Ferensway, Hull, HU2 8NF

For the purposes of this Agreement all the parties above are together referred to as 'the Partners'.

Background

- A. In September 2015 the Prime Minister announced that, during the remainder of this parliament, the UK will accept up to 20,000 Syrian refugees from refugee camps in countries neighbouring Syria.
- B. The Home Office is asking authorities to volunteer to offer to resettle a specific number of Syrian refugees between 2015 and 2020 (the number of refugees to be set by the local authority/s within the area); and as part of this to agree and implement a package of support measures that authorities would provide (directly or indirectly).
- C. If refugees are to be resettled locally within North Yorkshire it is essential that they are given the support they need. The multiple, and in some cases complex needs of Syrian refugees requires a co-ordinated partnership response from the Partners in order to ensure their successful resettlement in North Yorkshire.

1 Purpose

- 1.1 The purpose of this Memorandum of Understanding ('**MOU**') is to establish the principles of collaboration to resettle Syrian refugees in North Yorkshire under the Syrian Vulnerable Persons Relocation Scheme ('**the Scheme**') as detailed in **Appendix 1**.
- 1.2 This MOU sets out the governance structures the Partners will put in place to deliver the Scheme and the respective roles and responsibilities the Partners will have in delivering the Scheme.

2 Principles of Collaboration

- 2.1 The Partners agree to adopt the following principles in connection with the Scheme ('**Principles**'):
 - (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MOU to ensure that activities are delivered and actions taken as required;
 - (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MOU;
 - (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Scheme;
 - (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
 - (e) adopt a positive outlook. Behave in a positive, proactive manner;
 - (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data

- protection and freedom of information legislation. In particular the relevant parties agree to enter into an Information Sharing Agreement .
- (g) act in a timely manner. Recognise the time-critical nature of the Scheme and respond accordingly to requests for support;
 - (h) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MOU; and
 - (i) act in good faith to support achievement of the Scheme and compliance with these Principles.

3 Governance Structure

3.1 The governance structure for the Scheme for co-ordinating and managing the resettlement process in North Yorkshire is attached at **Appendix 2**

3.2 The Partners will establish a Programme Board and Operational Board to deliver the Scheme.

Programme Board

3.3 The Programme Board will oversee the strategic arrangements for North Yorkshire's participation in the Scheme. This group will consist of:

- Representatives of the District Councils
- The County Council:
- Representatives of North Yorkshire Clinical Commissioning Groups
- North Yorkshire Police

3.4 The Programme Board's functions will include (but not be limited to) the following:

- To determine the suitable areas within North Yorkshire for the resettlement of Syrian refugees, considering the implications for housing, education, health and other public services;
- To ensure smooth arrangements are in place for the resettlement of Syrian refugees;
- To oversee the development of appropriate integration support services for refugees;
- To consider issues relating to the support of the Syrian refugees that cannot be resolved at an operational group level, and to make recommendations to the appropriate organisation; and
- To report on progress to Local Government North Yorkshire and York and Migration Yorkshire

3.5 The terms of reference of the Programme Board and the Operational Group will be determined and agreed by the Programme Board and will form a separate document to this MOU.

Operational Group

- 3.6** The Partners will set up an Operational Group consisting of frontline staff to manage the day-to-day management of the Scheme covering the area in which the resettlement takes place.
- 3.7** The group will consist of:
- The District Councils in the area in which the resettlement is taking place
 - County Council operational staff (Children and Young Peoples Services and Health and Adult Services)
 - Health: The CCG/s/lead GP in the area in which the resettlement is taking place
 - The Department of Work and Pensions
 - Integration Support provider
- 3.8** This group will consist of officers from housing, education and social care and the DWP, with specific membership to be agreed by the Partners. A Project Co-ordinator employed by the County Council will lead delivery and chair the operational group(s).
- 3.9** The Operational Group will assist with the co-ordination of the response of support services.
- 3.10** Further Operational Groups may be set up where refugees are placed in other areas to facilitate the process of resettlement in that location.

4 Responsibilities

- 4.1** All Partners agree to work together through the Programme Board and Operational Groups of the North Yorkshire Syrian Refugee Resettlement Scheme throughout the lifetime of the resettlement process in North Yorkshire.
- 4.2** The County Council will provide in-house project management to co-ordinate the Scheme overall, including employing the Project Co-ordinator.
- 4.3** The County Council will enter into a Funding Agreement with Leeds City Council (the accountable body for the region) and will be responsible for distributing the funding to the District Councils in relation to the Scheme.
- 4.4** All Partners have a collective responsibility for ensuring the success of the resettlement process so that the refugees are given timely support and assistance.
- 4.5** All Partners will work with other organisations not included in this MOU should the Programme Board agree to do so. This is likely to include Migration Yorkshire and Government Departments of State.

- 4.6** All Partners agree to plan ahead of the date of arrival of the Syrian refugees in North Yorkshire and acknowledge that the refugees will require access to some services upon their immediate arrival to North Yorkshire. Accordingly the Programme Board will agree which services will be required by when and all Partners will be expected to follow that agreement.
- 4.7** All Partners agree that all the refugees will have timely access to the following services and that these will be provided by the organisation/s:
- Housing: District Councils
 - Furnishings: County Council
 - Primary and Secondary Health: NHS Yorkshire & the Humber/the appropriate Clinical Commissioning Group involved in the area in which the resettlement of the refugees is taking place/YORLMC North Yorkshire and York
 - Welfare benefits: DWP
 - Integration Support Services including language assistance, cultural orientation and signposting to existing support services: TBC
 - Community Safety: North Yorkshire Police
 - ESOL provision: arranged through the County Council
- 4.8** All Partners agree that refugees with specific requirements will have timely access to the following services:
- Primary and Secondary Education: County Council
 - Social Care: County Council
 - Specialist health services including mental health services: NHS Yorkshire & the Humber/the appropriate Clinical Commissioning Group

5 Duration

- 5.1** This MOU may be modified by mutual consent of the Partners. This MOU shall become effective from the date that it has been signed by all the Partners and will remain in effect until terminated by the mutual agreement of the Programme Board.
- 5.2** Any Partner may exit this agreement by giving 3 months' notice to the Programme Board. In the event that a Partner wishes to exit this agreement that Partner shall ensure its responsibilities as set out in Clause 4 have been fulfilled and shall agree with the Programme Board an exit plan to ensure a smooth transition.

6 Escalation

- 6.1** If any of the Partners has any issues, concerns or complaints about the Scheme, or any matter in this MOU, that Partner shall notify the other Partners and together the Partners shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Programme Board which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the

Programme Board within seven working days, the matter may be escalated to the Chief Executives of the Partners for resolution.

- 6.2** If any of the Partners receives any formal inquiry, complaint, claim or threat of action from a third party in relation to the Scheme, the matter shall be promptly referred to the Programme Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Scheme, without the prior approval of the Programme Board (or its nominated representatives).

7 Status

- 7.1** Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Partners, constitute either as the agent of the other party, nor authorise either of the Partners to make or enter into any commitments for or on behalf of the other(s).

8 Contact Information

8.1 Craven District Council

Name of partner representative:

Position:

Address:

Telephone:

E-mail:

8.2 Harrogate Borough Council

Name of partner representative

Position

Address

Telephone

E-mail

8.3 Hambleton District Council

Name of partner representative

Position

Address

Telephone

E-mail

8.4 North Yorkshire County Council

Name of partner representative

Position

Address

Telephone

E-mail

8.5 Richmondshire District Council

Name of partner representative

Position

Address

Telephone

E-mail

8.6 Ryedale District Council

Name of partner representative

Position

Address

Telephone

E-mail

8.7 Scarborough Borough Council

Name of partner representative

Position

Address

Telephone

E-mail

8.8 Selby District Council

Name of partner representative

Position

Address

Telephone

E-mail

8.9 North Yorkshire Police

Name of partner representative

Position

Address

Telephone

E-mail

8.10 YORLMC North Yorkshire and York

Name of partner representative

Position

Address

Telephone

E-mail

8.11 NHS Airedale, Wharfedale and Craven Clinical Commissioning

Name of partner representative

Position

Address

Telephone

E-mail

8.12 NHS Hambleton, Richmondshire and Whitby Clinical Commissioning Group

Name of partner representative

Position

Address

Telephone

E-mail

8.13 NHS Harrogate and Rural District Clinical Commissioning Group

Name of partner representative

Position

Address

Telephone

E-mail

8.14 NHS Scarborough and Ryedale Clinical Commissioning Group

Name of partner representative

Position

Address

Telephone

E-mail

8.15 NHS Vale of York Clinical Commissioning Group

Name of partner representative

Position

Address

Telephone

E-mail

8.16 The Department of Work and Pensions

Name of partner representative

Position

Address

Telephone

E-mail

Signatories

Signed on behalf of Craven District Council: _____

Position: _____

Date: _____

Signed on behalf of Harrogate Borough Council: _____

Position: _____

Date: _____

Signed on behalf of Hambleton District Council: _____

Position: _____

Date: _____

Signed on behalf of North Yorkshire County Council: _____

Position: _____

Date: _____

Signed on behalf of Richmondshire District Council: _____

Position: _____

Date: _____

Signed on behalf of Ryedale District Council: _____

Position: _____

Date: _____

Signed on behalf of Scarborough Borough Council: _____

Position: _____

Date: _____

Signed on behalf of Selby District Council: _____

Position: _____

Date: _____

Signed on behalf of North Yorkshire Police: _____

Position: _____

Date: _____

Signed on behalf of YORLMC North Yorkshire and York: _____

Position: _____

Date: _____

Signed on behalf of NHS Airedale, Wharfedale and Craven Clinical Commissioning

Group: _____

Position: _____

Date: _____

Signed on behalf of NHS Hambleton, Richmondshire and Whitby Clinical
Commissioning Group: _____

Position: _____

Date: _____

Signed on behalf of NHS Harrogate and Rural District Clinical Commissioning
Group: _____

Position: _____

Date: _____

Signed on behalf of NHS Scarborough and Ryedale Clinical Commissioning Group:

Position: _____

Date: _____

Signed on behalf of NHS Vale of York Clinical Commissioning Group:

Position: _____

Date: _____

Signed on behalf of The Department of Work and Pensions (North East Yorkshire and the Humber): _____

Position: _____

Date: _____

Appendix 1

The Scheme

The Partners have responded to the Government's request regarding the resettlement of Syrian refugees, confirming acceptance of approximately 200 refugees in the North Yorkshire area during the lifetime of the current Parliament.

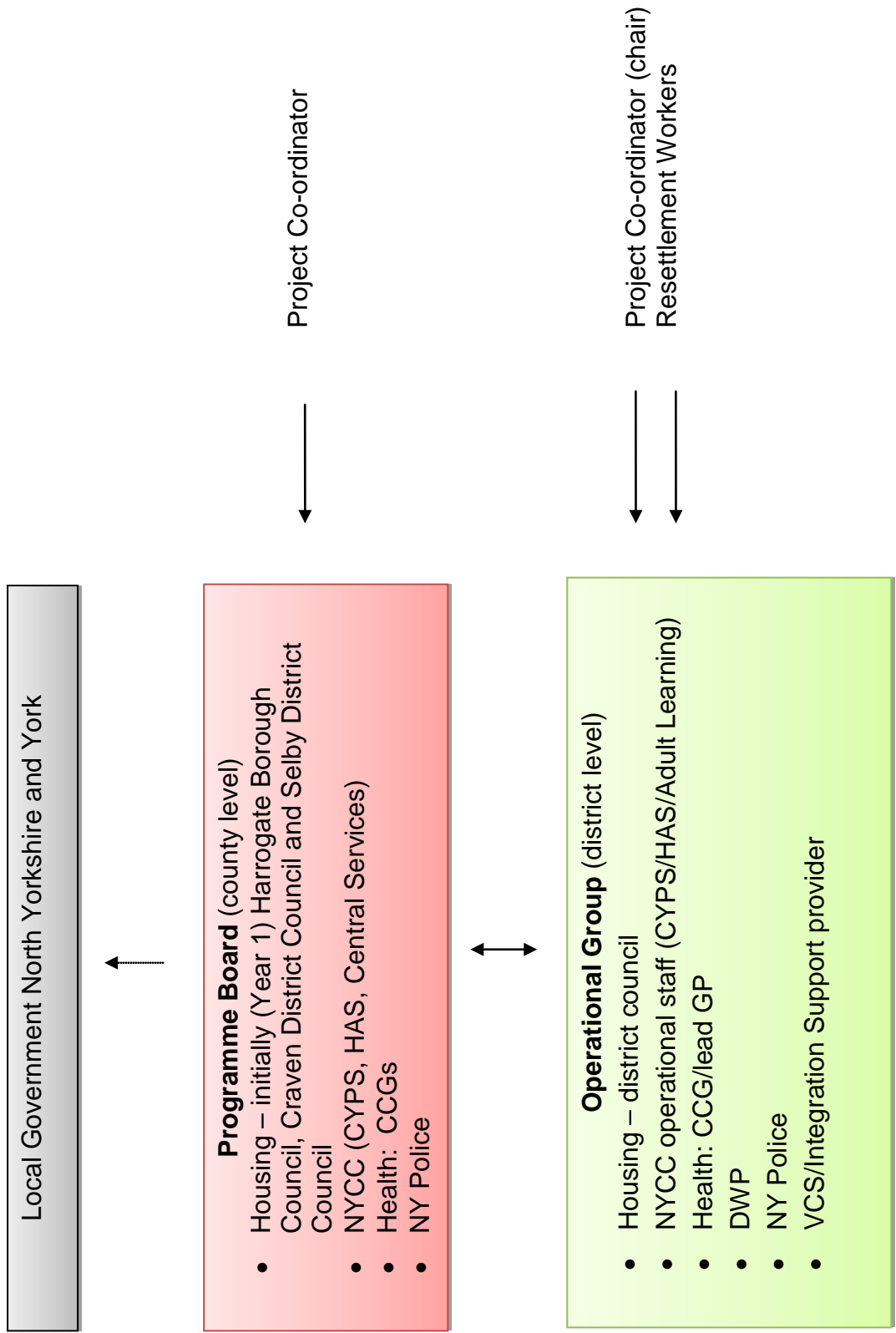
The support needs of refugees are intensive especially in the first few weeks and months of resettlement. The rapid deployment of a range of services is required locally in order to ensure that refugees are provided with the right level of support to allow them to successfully integrate into the community. This involves housing, social care, education, health services, the DWP and police working closely together.

The Partners have identified the number of refugees that could be resettled based on housing capacity (social and private sector housing) and school places. The combined estimate overall is in the region of 200 individuals across the county.

A scattergun approach whilst ensuring that each district would be seen to be resettling its 'fair share' of refugees would make it difficult to co-ordinate support services and build sufficient capacity quickly enough. Placing refugees in some of North Yorkshire's more sparsely populated areas, where appropriate services are not available close by and where they are less likely to be able to live near to other refugees, would also risk their isolation.

Therefore the approach is to initially pilot resettlement in one area of North Yorkshire. The Partners have agreed that in Year 1 (2016/17), a number of families or individuals will be resettled in Craven, Harrogate and Selby districts. The rationale for this is the proximity of these districts to cultural facilities such as mosques and to other resettled Syrians in Leeds and Bradford. Such an approach will make it easier to comprehensively manage the process and build up expertise. A review of the process will then take place by the Programme Board before additional refugees are resettled in other suitable parts of the county - e.g. in Year 2 (2017/18) resettlement could be in Scarborough and Ryedale districts and in Year 3 (2018/19) in Hambleton and Richmondshire districts.

Proposed governance structure: North Yorkshire Syrian Refugee Resettlement Scheme



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HAMBLETON DISTRICT COUNCIL

Report To: Cabinet
15 March 2016

Subject: **SMOKE AND CARBON MONOXIDE ALARM REGULATIONS 2015**

All Wards
Portfolio Holder for Environmental and Planning Services: Councillor B Phillips

1.0 PURPOSE AND BACKGROUND:

- 1.1 The purpose of this report is to seek approval for the Statement of Principles which sets out the factors to take into consideration when levying a charge under the Smoke and Carbon Monoxide Alarm (England) Regulations 2015.
- 1.2 The above Regulations came into force on the 1 October 2015 and the duties contained in the legislation are enforced by the local authority, being a local housing authority, through its Residential Environmental Health Service Team.
- 1.3 The legislation requires landlords of privately rented accommodation to ensure that:-
- a) a smoke alarm is installed on each storey of the premises on which there is a room used wholly or partly as living accommodation;
 - b) a carbon monoxide alarm is installed in any room which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance; and
 - c) checks are made to ensure that each prescribed alarm is in proper working order on the day the tenancy begins if it is a new tenancy.
- 1.4 Certain exemptions to these requirements are detailed in the legislation including:-
- registered providers of social housing,
 - registered houses in multiple occupation (which have existing similar requirements),
 - shared accommodation with a live-in landlord,
 - student halls of residence,
 - occupation under the terms of a long lease,
 - hostels and refuges and care homes, hospitals, hospices and other NHS accommodation (which also are required to comply with existing legislation).
- 1.5 If the local authority has reasonable grounds to believe a landlord is in breach of these requirements the authority must serve a Remedial Notice. The landlord has 28 days to comply with the notice. Where a landlord is in breach of the notice, the local authority must, subject to the consent of the occupier of the premises, arrange for the work to be carried out in default.
- 1.6 Where the local authority is satisfied that the landlord is in breach of the notice, they may also require the landlord to pay a penalty charge of such amount as the local authority may determine. The amount of the charge must not exceed £5,000 and is levied by means of the service of a Penalty Charge Notice.
- 1.7 The local authority must prepare and publish a statement of principles which it proposes to follow in determining the amount of a penalty charge. By this means, the various situations that arise in relation to each individual premises can be taken into account in arriving at an appropriate charge. These are identified in the Statement.

- 1.8 The purpose of the penalty charge is to:-
- Change the behaviour of the landlord;
 - Eliminate any financial gain or benefit from non-compliance with the legislation;
 - Be proportionate to the nature of the breach of the legislation and the potential harmful outcomes to tenants; and
 - Aim to deter future non-compliance.
- 1.9 The landlord, upon receipt of a penalty charge notice, is entitled to request a review of the charge by the local authority. The landlord may then, if not satisfied with the outcome of the local authority's response, make a further appeal to a Residential Property Tribunal.
- 1.10 Before levying a charge, the informal options in the Environmental Health Services' Housing Standards Enforcement Policy would be pursued in order to secure compliance in the first instance. Where a landlord does not respond to informal approaches, during which the circumstances detailed in the Statement of Principles will be investigated, the formal Remedial Notice procedure would follow. The level of penalty will be calculated by the Environmental Health Service and confirmed by the Head of Service Environment prior to service of the notice.

2.0 LINK TO COUNCIL PRIORITIES:

- 2.1 The installation of smoke and carbon monoxide alarms contributes to the Council priority of enhancing health and wellbeing by helping to reduce the likelihood of health threatening conditions within private sector rented homes.

3.0 RISK ASSESSMENT:

- 3.1 There are no significant risks associated with this report.

4.0 FINANCIAL IMPLICATIONS:

- 4.1 The penalty charge will reimburse the costs incurred by the Council in undertaking work in default.
- 4.2 This legislation can be implemented from within existing resources.

5.0 LEGAL IMPLICATIONS:

- 5.1 It is the duty of the Housing Authority to serve a Remedial Notice where it believes that a landlord is in breach of their duties under the regulations and to take remedial action if that notice is not complied with, provided consent is given by the property occupier.

6.0 EQUALITY/DIVERSITY ISSUES

- 6.1 Private sector tenants may be more vulnerable than occupiers of other types of accommodation and thereby require additional support. This legislation will ensure the security of the private rented sector tenants regardless of the circumstances of their landlord.

7.0 RECOMMENDATION:

- 7.1 That Cabinet approves and recommends to Council that the Statement of Principles attached to the report should apply when exercising its duty to secure compliance with the Smoke and Carbon Monoxide Alarm (England) Regulations 2015 by the imposition of a penalty charge.

MICK JEWITT

Background papers: Energy Act 2013
The Smoke and Carbon Monoxide Alarm (England) Regulations 2015.
The Smoke and Carbon Monoxide Alarm (England) Regulations 2015. Explanatory Booklet for Local Authorities. Department for Communities and Local Government. September 2015.

Author ref: PM

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150316 Smoke and Carbon Monoxide Alarm Regs 2015



HAMBLETON DISTRICT COUNCIL

THE SMOKE AND CARBON MONOXIDE ALARM (ENGLAND) REGULATIONS 2015 STATEMENT OF PRINCIPLES

The purpose of this statement is to set out the principles that Hambleton District Council (the Council) will apply in exercising its powers to require a relevant landlord to pay a financial penalty.

Introduction

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 introduces legal requirements on all landlords, during any period beginning on or after the 1st October 2015 when the premises are occupied under the tenancy, to ensure that:

1. a smoke alarm is installed on each storey of the premises on which there is a room used wholly or partly as living accommodation
2. a carbon monoxide alarm is installed in any room of the premises which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance; and
3. checks are made to ensure that each prescribed alarm is in proper working order on the day the tenancy begins if it is a new tenancy

“Living accommodation” is defined in guidance as a room that is used for the primary purposes of living, or is a room in which a person spends a significant amount of time, and a bathroom and lavatory would be included within this definition.

Enforcement

Where the Council has reasonable grounds to believe that:

1. There are no or insufficient number of smoke and/or carbon monoxide alarms in the property as required by the regulations; or
2. The smoke and/or carbon monoxide alarms were not working at the start of the tenancy or licence

the Council must serve a Remedial Notice on the landlord, within 21 days of having reasonable grounds, detailing the actions that must be taken to comply with the regulations.

If after 28 days from when the Notice was served the Notice has expired and has not been complied with, a Penalty Charge will be levied by means of a Penalty Charge Notice on the landlord.

Penalty Charge Principles

The purpose of the penalty charge is to:

- Change the behaviour of the landlord
- Eliminate any financial gain or benefit from non-compliance with the legislation
- Be proportionate to the nature of the breach of the legislation and the potential harm outcomes to tenants
- Aim to deter future non-compliance
- Reimburse the costs incurred by the council in undertaking work in default.

The provision of smoke and carbon monoxide alarms does not place an excessive burden on a landlord, and the lack of compliance directly impacts on the safety and security of tenants, especially those that are vulnerable and those with families.

When determining the amount of a penalty charge notice, the Council will take into consideration:-

- a) a suitable financial penalty for the breach of a statutory notice as a deterrent for the future;
- b) the average cost of undertaking works in default;
- c) the type of property including number of storeys and commercial/residential mix;
- d) whether the breach is partial or full
- e) the number of tenants living in the premises
- f) whether the offence has been repeated under this landlord's ownership
- g) cost of officer time to investigate the breach, serve a remedial notice and levy the charge as assessed on a case by case basis.
- h) any specific issues relating to that individual property.

The offence will be dealt with in accordance with the Housing Standards Enforcement Policy and an opportunity will be afforded to comply prior to any penalty charge being levied.

The legislation allows the Council to exercise discretion to reduce the amount of the penalty if the notice is complied with or penalty paid within 14 days. In such cases a discount of 25% is offered on payment within 14 days of the charge being issued. This discount shall not apply when:

1. The person / company served on has obstructed the Council in the carrying out of its duties; and / or
2. The person / company has previously received a penalty charge under this legislation;

The discount shall also only apply to the one non-compliance if a number of remedial notices are served covering other premises under the persons / company control.

The maximum potential fine is £5,000 as stated in the regulations. A minimum charge of £500 will be levied.

Appeals in relation to a penalty charge notice

The landlord has a right to seek a review of the penalty charge notice by writing to the Authority (details on the Notice) within 28 days of the Notice being issued.

On consideration of any representation and evidence, the penalty charge notice can be confirmed, varied or withdrawn. This decision is confirmed by issuing a decision notice on the landlord. If varied or confirmed, the notice shall state a further appeal can be made to a Residential Property Tribunal and details given. The Tribunal may quash, confirm or vary the penalty charge notice.

Any representation shall be considered on its individual merit, and be in line with any concession policy approved by the Council.

Recovery of Penalty Charge

The Council may recover the penalty charge as laid out in the regulations. Due to costs incurred by the Council, any penalty charge notice shall be pursued for payment.

Review of Statement

This Statement of Policy shall be reviewed and amended to reflect any change in legislation, corporate policy or official guidance. Any amendment shall be in line with meeting the requirements of the legislation. A review shall take place annually should no other change have occurred.

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