

# **OVERVIEW AND SCRUTINY COMMITTEE**

**10th September 2013**

## **LAND MAINTENANCE: WORKING RELATIONSHIP BETWEEN REDDITCH BOROUGH COUNCIL AND WORCESTERSHIRE COUNTY COUNCIL**

Relevant Portfolio Holder	Councillor Debbie Taylor, Portfolio Holder for the Local Environment
Portfolio Holder Consulted	
Relevant Head of Service	Guy Revans, Head of Environmental Services and Claire Felton, Head of Legal, Equalities and Democratic Services
Ward(s) Affected	N/A
Non-Key Decision	

### **1. SUMMARY OF PROPOSALS**

- 1.1 This report details the outcomes of current discussions between Redditch Borough Council and Worcestershire County Council to clarify land ownership and maintenance arrangements.
- 1.2 As requested by Members further information is also provided about maintenance arrangements for land owned by absent private landlords.

### **2. RECOMMENDATIONS**

**The Committee is asked to RESOLVE that**

**the report be noted.**

### **3. KEY ISSUES**

#### **Background**

- 3.1 During a meeting of the Overview and Scrutiny Committee on 2nd July 2013 Members discussed suitable items for inclusion on the Committee's Work Programme in 2013/14. The subject of ongoing work between Redditch Borough Council and Worcestershire County Council to clarify land ownership and maintenance arrangements in the Borough was raised during these discussions. Members agreed that a report outlining progress with this work should be provided for the Committee's consideration.
- 3.2 This report was further discussed at a meeting of the Committee on 13th August 2013. At this stage Members requested that the scope of the report be expanded to encompass information about maintenance arrangements for land owned by absent private landlords.
- 3.3 The Committee is asked to note that a separate report, concerning responsibility for maintenance of footpaths and pathways in the Borough, is due to be

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presented for Members' consideration on 5th November 2013. For this reason the subject of footpaths and pathways is not covered in this report.

### **Financial Implications**

- 3.4 There is annual income payable by Worcestershire County Council (RBC) to Redditch Borough Council (RBC) for maintenance work carried out under the terms of a Service Level Agreement.
- 3.5 There is an annual income payable by WCC for works carried out under the terms of the Lengthsman Scheme in Redditch and Bromsgrove.
- 3.6 There is potentially additional future income based on the discussion to be held between Redditch Borough Council /Bromsgrove District Council Officers and Worcestershire County Council.
- 3.7 There have been and there are potentially further efficiencies /savings as a result of better working relationships.
- 3.8 There is a potential cost to the authorities for carrying out work on privately owned land.

### **Legal Implications**

- 3.9 The Councils need to sign the new Service Level Agreement and Lengthsman Agreements.
- 3.10 In terms of the absent landlords and the maintenance of associated land assets there may be a requirement to exercise legal powers under the Local Government Miscellaneous Provisions Act 1976.

### **Service / Operational Implications**

#### **Redditch Borough Council and Worcestershire County Council land**

- 3.11 It is acknowledged that RBC as an authority needs to ensure that the services the Council provides meet customer needs and that those services are provided in an effective and efficient manner. To enable this it is vital that the Council does not work in isolation and Officers appreciate that partnership working has the potential to deliver services efficiently and in a co-ordinated fashion. This is particularly true of the Council's partnership with Worcestershire County Council as Redditch Borough Council currently manages the maintenance of their land assets across the Borough.
- 3.12 In the main the public will not draw a distinction between the local Borough Council and the County Council and so it is important for both authorities to ensure that what the Council aims to provide meets any legal obligations, health

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and safety requirements and what is expected by the public in order to meet their needs.

- 3.13 Both authorities are very conscious of the demand placed on limited resources and the need to find better and more effective ways of using those resources. RBC already has a Service Level Agreement based working arrangement with WCC which now requires updating and formalisation. The Council is also aware of the need to ensure that regular dialogue takes place between relevant officers where services crossover.
- 3.14 There is already an excellent working relationship with the County Council as officers have previously worked closely together when the Highways partnership team was based in the Town Hall. Those relationships have continued to exist—particularly with the highway maintenance officers and the Senior Highways Liaison Engineer.
- 3.15 In order to advance the partnership working ethos regular meetings have been set up over the past twelve months between the County Council and RBC. These meetings set out to extend the existing relationships to the management teams which would enable open and honest discussion about how services are provided and what the Councils can do to help each other and make decisions at a strategic service delivery level.
- 3.16 The current regular meeting arrangements are between Environmental Services Officers (RBC/BDC) and the WCC Highways Maintenance Manager and the WCC Highways Maintenance Engineer. When appropriate other officers from both authorities are invited to attend to offer specialist advice or to set up other practical working arrangements.
- 3.17 RBC currently manages the maintenance of all the County land assets across the Borough which has historically been based on a relatively brief and limited detail Service Level Agreement. One of the main focuses of the meetings was to agree a new Service Level Agreement that gave more formality and structure to the partnership. This would enable both authorities to be clear on what is or is not intended by the agreement and to ensure that what was legally required of the highway authority, in terms of maintenance of the landscape adjacent to the physical highway, was sufficient.
- 3.18 The County Council also wish to extend the partnership working by entering into a Lengthsman Agreement with both RBC and BDC. The extent of the areas covered by the agreements is different for Redditch and Bromsgrove, however, the associated tasks are the same. In some cases (i.e. in a Parish Council), the agreement requires the appointment of a specific person to deal with the Lengthsman tasks, however, on this occasion the County Council accept that RBC and BDC can use this additional revenue to supplement existing services and resources and that Officers will incorporate them into general working patterns.

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- 3.19 RBC has an Adverse Weather policy that has been drafted based on detailed discussions with the County Council on how and where they will provide adverse weather services and has subsequently been formally agreed by Members. The resultant document is principally intended to cover those areas not within the County Council remit, however, it does include some areas that are. The reason for this is to enable the most effective way of providing a service as RBC has the resources available that can support WCC at times of highest need (i.e. snow clearance and gritting in the town centre), thereby allowing WCC to concentrate on other areas. Not only is this cost effective but it is a more effective way of using limited resources at times of very high demand. The County Council acknowledge the level of assistance that is given and in the true spirit of partnership working they subsequently provide RBC with grit supplies at a preferred price and will also deliver it as and when RBC needs it.
- 3.20 As a consequence of the recent and on-going discussions a new Service Level Agreement has been drafted which includes:-
- the legal agreement, its extent, terms and definition;
  - a detailed specification of all the landscape maintenance tasks that will be carried out by RBC on behalf of WCC on an annual basis;
  - details of the Lengthsman Scheme and the extent of the geographical areas covered in both Redditch and Bromsgrove; and
  - a copy of the RBC Adverse Weather policy.
- 3.21 In addition to the items mentioned in 3.20 we are investigating other ways of working collaboratively with the County Council , Bromsgrove District Housing Trust and other partners. This joined up working approach will potentially enable us to improve our service delivery by developing efficiencies in our working practices.
- 3.22 The County Council have a major undertaking in managing the highways works in a safe manner and have a framework contract arrangement for the provision of traffic management systems. As a result of the on-going partnership working arrangements RBC have been able to agree with the County Council that they will now act as RBC's external supplier using their framework contract. This means that RBC will not have to undertake a time consuming and costly tendering exercise and, RBC are only required to give the County Council proposed highway closure dates and they will undertake the necessary statutory notices on the Council's behalf as well as organising the physical placement of the traffic management system on the specified dates.
- 3.23 The first such arrangement was undertaken in July 2013 when the relevant personnel from the County Council/contractors met with RBC officers to discuss what RBC needed and how the Council normally programmes works. The County Council then made the necessary arrangements for their maintenance work to be carried out during the same traffic management closures. As a result

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RBC carried out all of the normal maintenance tasks and the County Council also carried out repairs to the safety barriers and lighting columns as well as repairing and power washing road signs and emptying the drainage gullies. Not only does this result in less inconvenience to the public, as there are less closures required thereby saving time and money, but the resultant cost saving to RBC was £6,500 for this closure. This demonstrates that via simply co-ordinating tasks there can be a cost saving for both authorities and less inconvenience to the public whilst ensuring all necessary maintenance tasks are carried out.

- 3.24 On the back of these successful arrangements RBC are also now using the expertise of the County Council, as the highway authority, to provide the Council with information and guidance on how RBC may be able to carry out small maintenance tasks (i.e. the grass cutting on certain traffic islands), without the need for full traffic management. RBC has drafted a proposed working methodology and an accompanying draft Risk Assessment which has been submitted to the County Council for consideration. It is hoped that if RBC can agree a safe method for such work the Council will be able to provide a more frequent level of service with no additional traffic management costs.
- 3.25 The County Council are currently undertaking a major project to construct a fully live and auditable GIS system of all their assets. Not only will this give an accurate record of their ownership but it will mean that every task associated with an individual asset will be recorded in the system. This information will then potentially be available to anyone with the required access privileges and more importantly it will all be captured within one system and is not reliant on the records of any individual officer or department. To enable an even better GIS system to be developed RBC has transferred a copy of the Council's GIS ownership details to the County Council. They will overlay this onto their system which will allow RBC to then carry out a gap analysis. This is being done at their cost and it is their intention, as this is a web based GIS database, to allow nominated RBC officers to have read only access. This means that not only would RBC be able to see all the Council's necessary ownership/maintenance details but also all those of the County Council at the same time. Ultimately the details of the Service Level Agreement the Lengthsman Scheme and the Adverse Weather Policy may also be added to the system.
- 3.26 One of the major advantages of such a system is that RBC will be able to find gaps within the maintenance programmes and establish responsibility. It may also allow RBC to work within the framework of a more effective and efficient partnership. An example of such an efficiency saving may be RBC identifying that a WCC grass cutting team travel several miles across the county to carry out work when RBC have similar teams already working nearby and vice versa. This could potentially save time, fuel, wear and tear on vehicles as well as allowing for the development of more consistent standards, better timing of operations and more synchronised work programmes. It is envisaged that this will result in better and more cost effective working practices for both authorities. This would involve informal working, possibly via a letter of agreement, as it is not intended that

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there would be any changes to legal ownership or any contractual or monetary obligation which the County have agreed to as a starting principle.

- 3.27 WCC currently use RBC as a model authority in terms of partnership working and cite RBC's practices and methods as examples of good practice when dealing with the other local authorities under their remit. They, and RBC, are keen not only to continue but to enhance those arrangements as we are aware that in the current climate priorities and therefore funding are critical and we will look to provide a better, cost effective service to all our customers.

**Private Land**

- 3.28 With regard to the issue of absent private landlords there are limited powers that the local authority can enforce. In the instance of there being a danger to the public the Council can, under the auspices of the Local Government Miscellaneous Provisions Act 1976, enter the land and carry out any necessary work to abate the danger. This is principally applicable to dangerous trees on private land. The Council may then try to establish ownership and potentially pursue the landowner for the recovery of all associated costs. If the issue is causing a hazard to or is impeding the highway then the details should be passed to the County Council as the highway authority who may take action under the powers afforded them by the Highways Act 1980. Due to the working arrangements specific to Redditch the Council may then be instructed and subsequently paid by the highway authority to carry out the necessary work and they will pursue reimbursement from the owner.

**Local Government Miscellaneous Provisions Act 1976**

- 3.29 *"This enables the local authority to deal with dangerous trees if it receives a request to do so from an owner or occupier of any land or, if the request concerns land which appears to the council not to be owned or occupied by that person and on which a dangerous tree is situated. In this instance the council can enter the land to make the tree safe if ownership has not been established but there is an imminent danger or risk to persons or property that needs to be resolved".*
- 3.30 In the instance of an unoccupied property or land being of such a condition that it is affecting the amenity of the area or is becoming a statutory nuisance there are sections of the Town and Country Planning Act and Environmental Protection Act that allows the local authority to intervene.

**Section 215 of the Town and Country Planning Act**

- 3.31 *"Section 215 (s215) of the Town & Country Planning Act 1990 (the Act) provides a local planning authority (LPA) with the power, in certain circumstances, to take steps requiring land to be cleaned up when its condition adversely affects the amenity of the area. If it appears that the amenity of part of their area is being adversely affected by the condition of neighbouring land and buildings, they may*

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*serve a notice on the owner requiring that the situation be remedied. These notices set out the steps that need to be taken, and the time within which they must be carried out. LPAs also have powers under s219 to undertake the clean up works themselves and to recover the costs from the landowner.”*

### Section 78 – 81 Environmental Protection Act 1990

- 3.32 *“Section 79 defines several statutory nuisances and includes any premises in such a state as to be prejudicial to health or to be a nuisance and it is the local authority duty to respond to any complaints regarding statutory nuisance.”*

### **Customer / Equalities and Diversity Implications**

- 3.33 There are no implications with regard to equality and diversity being adversely affected by the current working arrangements.
- 3.34 In the future any extension of the service provided by RBC to WCC would have to be given due consideration in terms of how the customer would access the service and how the Council would inform the public about what services the Council provides and where.

## **4. RISK MANAGEMENT**

- 4.1 There is a risk to the authority in terms of the resources currently funded by the working arrangements and a withdrawal of those arrangements will have a direct impact on revenue funding.
- 4.2 The SLA affords RBC some control over the management and maintenance of the street scene and the loss of those arrangements would mean that we would no longer have the level of influence currently enjoyed.

## **AUTHOR OF REPORT**

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