

Malmesbury Town Council

Town Hall
Malmesbury
Wiltshire
SN16 9BZ
10th February 2009.

You are summoned to a Meeting of the Policy and Resources Committee to be held on Tuesday 17th February 2009 in the Malting Hall, Town Hall, Malmesbury, commencing at 7pm.

J Penfold
Town Clerk

Cllr. W G Blake

Cllr. P J Goldstone

Cllr. M Snell

Cllr. J Bowen

Cllr J R Lawton

Cllr. C Vernon (Chair)

Cllr. S Killane

Cllr. R F Sanderson

A G E N D A

1. Apologies.
2. Public Question Time.
3. To receive declarations of interest in accordance with the Local Councils (Model Code of Conduct) Order 2007.
4. To receive, and adopt the minutes from the meeting held on 9th December 2008.
5. To receive a report on the income and expenditure of the Town Council for the months April 2008 to February 2009 attached as Report No.1.
6. To consider proposals for the Service Level Agreement with the Joint Burial Committee, attached as Report No.2.
7. To determine any representations to be made following the receipt of consultation documents on behalf of the new Wiltshire Council in respect of the draft Statements of Licensing Policy, Gambling Act Principles and Sex Establishments, Report No.3. The consultation documents have previously been circulated to all members.
8. To consider a request for assistance from the Elizabeth Hodges Charity, attached as Report No.4.
9. To consider a request from the Town Promotion and Tourism Committee, attached as Report No.5.

10. To determine those services previously considered more appropriately undertaken by Malmesbury Town Council, details in attached Report No.6.
11. To comment upon the proposed temporary closure of Station Yard Car Park for use by a fun fair in connection with Malmesbury Carnival.
12. To consider a request from Malmesbury Boxing Club to hold an outdoor boxing exhibition at the Flying Monk Playing Field on 6th June 2009.
13. To receive an update from the Chair of the Town Hall Project Board.
14. To consider the exclusion of the press and public for the next items of business on the grounds that it contains commercially sensitive information.
15. To consider the outcome of discussions with the Friends of Athelstan Museum on the settlement of the account for works at the museum, attached as Report No.7.
16. To consider the approach made by a potential tenant for the commercial area of the Town Hall, attached as Report No.8.

Income and Expenditure and accounts

1. Purpose of the report

- 1.1 To view the current level of expenditure of the Town Council from 1st April 2008, attached as Appendix 1.
- 1.2 To consider the closure of the separate bank account dedicated to the management of the Town Hall and combine with the Town Council bank account as previously recommended by the Internal Auditor.
- 1.3 To review the number of earmarked funds maintained by the Town Council.

2. Background

- 2.1 For several years the income and expenditure relevant to the management of the Town Hall has been operated from a bank account separate from that of the Town Council.
- 2.2 Throughout this period it has been necessary to transfer money between the two accounts with a monthly reconciliation.
- 2.3 The Internal Auditor has previously recommended that the Town Hall account be closed with all income and expenditure being handled through the one account of the Town Council.
- 2.4 The detailed income and expenditure would be maintained through the Omega accounts package enabling adequate auditing of the financial management of the Town Hall but without the added complexity of running two bank accounts.
- 2.5 The Town Council currently maintains a number of small deposits known as "earmarked funds" where funding has been set aside for future known or potential projects or for refurbishment of assets such as a play equipment.

3. Proposals

- 3.1 At the end of the current financial year the Town Hall bank account is closed and all future transactions handled through the Town Council bank account.
- 3.2 The existing earmarked funds are identified as shown below:
 - a) Depreciation for vehicle
 - b) Conservation areas
 - c) Market Cross, bus shelters
 - d) Abbey steps
 - e) Leisure projects
 - f) Assets
 - g) Job evaluation
 - i) Communications and environment
 - j) Town Hall

- k) Office equipment
- l) Cloister gardens
- m) Tree pruning

3.3 It is proposed that they be amalgamated into new groups as follows:

- a) Depreciation for vehicle
- b) Asset renewals to include Conservation areas, Market Cross, bus shelter, Abbey Steps, assets, communications and environment
- c) Town Hall
- d) Office equipment
- e) Leisure projects to include Cloister gardens and tree pruning.

4. Financial comments and risks

- 4.1 The closure of the Town Hall bank account would simplify the financial operation of the Town Council and Town Hall and would comply with the recommendation of the Internal Auditor.
- 4.2 The amalgamation of the earmarked funds would enable Standing Committees to operate more effectively without reference to the Policy and Resources Committee for consent to via between funds.

5. Recommendation

- 5.1 The committee is recommended to approve the closure of the Town Hall bank account and agree the merger of earmarked funds as indicated in paragraph 3.2.

Jeff Penfold
Town Clerk
9th February 2009.

Report No.2

Report to Policy & Resources Committee 17th February 2009.

Service Level Agreement with the Joint Burial Committee

1. Purpose of the report

1.1 To agree the details of the Service Level Agreement with the Joint Burial Committee.

2. Background

2.1 The previous three year Service Level Agreement with the Joint Burial Committee expires on the 31st March 2009.

2.2 The Town Clerk reported on the forthcoming expiration of the agreement at the meeting on 9th December and suggested alterations to be made in the event of any new agreement being entered into so that the financial position of the Town Council would be secured.

2.3 The revised service charge and suggested amendments have been considered by the Joint Burial Committee.

3. Proposals

3.1 The Joint Burial Committee has since met and agreed the revised Service Level Agreement which is attached as appendix 1 to this report.

3.2 Under the revised terms the Town Council would enter into a three year agreement with an annual increase each year in line with the public sector pay index.

4. Financial implications and risks

4.1 The budget for the year 2009-2010 included an income figure of from the Joint Burial Committee.

4.2 The application of an inflationary figure based upon the annual public sector pay award should reduce the risk of any additional financial burden falling upon the Town Council during the life of the agreement.

5. Recommendations

5.1 The committee is requested to approve the details of the new Service Level Agreement.

Jeff Penfold
Town Clerk
9th February 2009.

Service Level Agreement

2009 - 2012

Between

**Malmesbury and Malmesbury St Paul Without Joint Burial
Committee
(the Committee)**

and

Malmesbury Town Council (the Council)

1. This agreement will run from 1st April 2009 to 31st March 2012 for the administration and maintenance of the civic cemetery at Tetbury Hill, Malmesbury.
2. Members of the Committee will be provided with copies of this agreement. Other copies will be made available to the Council and Malmesbury St. Paul Without Parish Council on request.

Background

3. The cemetery is jointly owned by the Council and the Parish of Malmesbury St Paul Without and is administered by the Committee on behalf of both communities. The property (the cemetery) comprises of 3.5 acres of land of existing and future burial plots at Tetbury Hill including associated land for footpaths, surrounds etc., a chapel, a lodge (which is rented out), a toilet block, plus associated walls, fences and gates.
4. The Committee will provide for the use of the Council suitable machinery and equipment. This comprises lawn mowers, strimmers, hedgecutters and other tools plus minor related sundry materials. These will be maintained by the Committee in good working order for the duration of this agreement and replaced when necessary.

Service Charge

5. The Committee will pay to the Council quarterly and in advance, the sum of £12,365.00. In the first year and in subsequent years that figure will be increased by the average earnings index figure for public sector workers released in the previous September.

Service Agreement

6. The Council will provide and perform the following services;

Supervision

- I Supervise and maintain the cemetery, including all buildings, drainage, water supply walls, fences and gates, bringing to the prompt attention of the Committee any necessary works not covered by this agreement.
- II Supervise private plots of the cemetery and draw to the attention of plot holders any necessary works on their part, reporting appropriately to the Committee any instances of excessive neglect.
- III Approve and supervise erection of ail memorials in the cemetery, ensuring that these all legal and other requirements, including health and safety and any specific requirements laid down by the Committee.

- IV Ensure that all health and safety requirements in the cemetery are met and draw the early attention of the Committee to any requirements that are not being met.

Administration

- V Ensure the appropriate marking out of plots and keep proper written records of these, readily accessible to the Committee and the public and as required by administrative law.
- VI Deal promptly and courteously with all users of and enquirers about, the cemetery, facilitating ease of use and service.
- VII Organise the preparation of graves for interment (and exceptionally disinterment) and the closure of these in good and tidy condition.
- VIII Collect all fees for burial, in line with the schedule of fees laid down by the Committee.
- IX Collect all rents for the Lodge, in line with the level of charges agreed by the Committee.
- X Collect all other incomes due to the Committee and disburse all proper and due expenditure.
- XI Maintain income, expenditure, ledger and bank accounts of the cemetery and of the Committee, ensuring these are kept in good Order and report to the Committee at each meeting.
- XII Arrange appropriate insurance for the Committee, including property and public liability insurance.
- XIII Ensure annual audit of accounts by a qualified and independent examiner, who is properly and duly appointed by the Committee in consultation with the Council.
- XIV Ensure that the chapel and toilet block are maintained in good order, cleaned and opened to the public as required, or as from time to time resolved by the Committee.
- XV Prepare the agenda and papers for the Committee, subject to the approval of the Chairman of the Committee, for at least two and up to four meetings a year (which will normally meet at 7pm on a weekday evening but may meet at times and places to be determined in discussion by the Chairman of the Committee at any time between 8.00am and 9.00pm, but not normally on Fridays, Saturdays, Sundays and Bank Holidays).
- XVI Ensure that any necessary legal or policy items are placed appropriately and with due notice on the Committee agenda and that meetings, with the agreement of the Chairman, are held at appropriate intervals to deal with these items.
- XVII Prepare and maintain the minutes and records of the Committee in good and proper order, subject to the approval of the Chairman and the full Committee.
- XVIII Advise the Committee of budgetary requirements, including recommendations for annual budgets and burial charges, in due time for the annual civic cycle. with at least ten working days notice to members before any meeting to approve the budget.
- XIX Maintain and keep secure the deeds and legal documents of the Committee including property deeds, other records of ownership, records of wayleaves or other legal obligations, and lease or rental agreements (including agreements concerning the cemetery lodge).

- XX Ensure property maintenance records are kept of all properties, including the lodge and provide the Committee with a schedule of future works which may be required over the period of the agreement (and for two years succeeding the agreement) which should underpin the capital investment strategy for the Committee.

Maintenance

- XXI Carry out grass-cutting and removal of grass in all communal areas of the Cemetery, to maintain these in good and clean order, with grass-cutting up to weekly as required in the period March to July, up to three-weekly in the period August to November and as and when required in other periods.
- XXII Cut the hedges and shrubs at least once a year.
- XXIII Remove litter and debris from the cemetery.
- XXIV Keep clean and tidy all paths, foot ways, the chapel, toilet block, sheds walls, fences and gates.
- XXV Open the chapel, toilet block and any other parts of the premises as may be required by the public, subject to a schedule to be agreed with the Committee.
- XXVI Carry out minor essential works up to £200 in the maintenance of the premises.
- XXVII Report to the Committee all major works which may be required, not covered by this agreement and likely to exceed £200 for any individual item.

Responsibilities of the Committee

7. The Committee will remain responsible for the following items;
- I Cost of property, public liability and other insurance.
 - II Maintaining and repairing the fabric of the chapel, toilet block and sheds and the cost of satisfying all landlord's responsibilities for the lodge.
 - III The cost of tree surgery other than the routine maintenance of hedges and bushes.
 - IV Costs of individual grave-digging, opening and closure.
 - V Audit fees
 - VI The setting of burial fees, chapel charges and lodge rents.
 - VII The setting of any other charges as may be required.
 - VIII The agreement and approval of capital works programme and fund.
 - IX The approval of the annual budget for the running of the cemetery.
 - X The setting and collection of the annual precept for the Committee which is levied against the Council and the Parish of Malmesbury St Paul Without.
 - XI The provision, maintenance and replacement of equipment for works in the cemetery as set out in paragraph 4 above.
 - XII Any other matters not specifically referred to, or reasonably implied, in this agreement as a service to be provided by the Council.

Jurisdiction

8. This agreement is made under the jurisdiction of English Law.
9. In the event of a dispute about interpretation of any aspects of this agreement or any dispute about the operation of it, this should in the first instance be referred to the Mayor of Malmesbury and the Chairman of the Parish of Malmesbury St Paul

Without, who will use their best endeavours to ensure a satisfactory mutual agreement acceptable to all parties.

10. In the event that any disagreement cannot be resolved as set out in paragraph 8, both parties agree that the matter should be subject to arbitration by the Secretary of the Wiltshire Association of Local Councils or by a suitable officer nominated by the WALC and the decision of such officer shall be binding upon both parties.

Dated this day of 2009

..... (Signature)

For Malmesbury Town Council

Name:

Position

..... (Signature)

For the Joint Burial Committee

Name

Position.....

Report No.3

Report to Policy & Resources Committee 17th February 2009.

Consultation on Licensing, Gambling Act and Sex Establishments.

1. Purpose of the report

1.1 To consider any response to the policy consultation documents issued on behalf of Wiltshire Council in respect of licensing, Gambling Act and Sex Establishments.

2. Background

2.1 The new Wiltshire Council will need to establish a common approach to dealing with a range of service including the licensing function, the approach to the Gambling Act and those premises classified as sex establishments.

2.2 The four constituent district authorities currently operate in accordance with the schemes and policies adopted by the individual councils.

2.3 Whilst the existing controls will have been based upon the suggested national model schemes it is essential that the new council adopts a common approach with new documents being agreed.

3. Proposals

3.1 Members of the Town Council were advised about the issue of the consultation documents in

3.2 Comments have been received in respect of the draft policy and regulations for the Licensing of Sex Establishments April 2009 and these are attached to this report as Appendix 1.

3.3 Any other comments or proposals agreed at the meeting will be the subject of a response the issuing authority before the deadline date of 4th March 2009.

4. Financial implications and risks

4.1 There are no financial implications or risks falling upon the Town Council as are only classified as consultees.

5. Recommendations

5.1 The committee is requested to consider the draft documents and approve any response to be sent to the authority acting on behalf of the new council.

Jeff Penfold
Town Clerk
9th February 2009.

Consultation on Licensing, Gambling Act and Sex Establishments.

Comments received in respect of Sex Establishments:

Section 3 para 6 - ...views are sort from... should be ...views are sought from...

Section 3 para 6 - no full stop at the end of para

Section 4 part b - remove the word "and"

Section 4 part f - the numbering seems awry - I would have expected "In family shopping areas." to be separately numbered

Section 4 part g - this is an annotation to part f and as such wouldn't normally have its own number

Relating to Section 4 parts f and g, it would seem from these regulations that virtually nowhere would be suited to the establishment of a sex shop or cinema, other than a barn in the middle of a field far from anywhere - which seems a little harsh and certainly don't seem to relate to the places where I've seen sex shops operating. Looking at the definition of a Sex Shop, it looks to me like something like Anne Summers could be classed as a sex shop, and yet they trade on most busy High Streets - so when does a shop selling dildos and kinky whips (like Anne Summers) fall into the category of Sex Shop?

Section 4 part h - item 3 needs to be given a separate line

Annex A para 1 - a space is missing between ThirdSchedule on line 2

Annex A part 2 - these are ridiculous trading constraints. Why can they not trade on every Sunday? If it is on religious grounds, then why allow opening on the two Sundays before Christmas - the most Holy holiday! They should be allowed to trade exactly as any other retailer or cinema.

Annex A part 3 - restricting a cinema to these hours is really dumb, I take it that special conditions would permit opening until midnight or later?

Annex A part 9 - so a sex cinema can't sell soft drinks or popcorn to its customers - sounds daft to me

Annex A part 10 - firstly, we are a metric society, so not 3 inches, 10 centimeters. Plus this would seem to suggest that the proprietor cannot display a name for the shop or cinema outside the premises. This seems a tad harsh.

Annex A part 22 - there is an additional space in "premise s" towards the end of the third line. Also, I believe the phrase "other premises adorning or adjacent" should read "other premises adjoining or adjacent"

Additional comments received

1. The town or parish council affected by any application should be invited to give their views which should be taken into account as part of decision making process.
2. The distance associated with "Inappropriate Proximity" should be increased to 300 metres.

Report No.4

Report to Policy & Resources Committee 17th February 2009.

Request from Elizabeth Hodges Charity

1. Purpose of the report

- 1.1 To consider a request from the Elizabeth Hodges Charity for funding support to enable an event to be held at the Town Hall.

2. Background

- 2.1 The Elizabeth Hodges Charity is a locally based charity aimed at providing support for local residents.
- 2.2 Income for the charity is derived from voluntary donations and fund raising activities.
- 2.3 The major fund raising event planned for 2009 will be a cheese and wine party to be held in the Town Hall.

3. Proposals

- 3.1 The charity would like to hire the Town hall for the main event in 2009 and have requested financial support from the Town Council.
- 3.2 In the event that the committee would wish to financially support the event a grant could be made under the provisions of section 137 to assist in the hire charge for the use of the Town Hall.
- 3.3 The charity meets the criteria previously agreed by the Town Council and a grant of £100 (the maximum under the scheme) could be paid from the budget set aside for this purpose in 2008/9.

4. Financial implications and risks

- 4.1 A payment of £100 could be made from the agreed annual budget for 2008/9 and without requirement for reference to the Town Council for prior approval.

5. Recommendations

- 5.1 The committee is requested to consider the request that up to £100 be paid to the Elizabeth Hodges Charity to assist in meeting the hire charge for use of the Town Hall for the purposes of a fund raising event.

Jeff Penfold
Town Clerk
9th February 2009.

Report No. 5

Report to the Policy and Resources Committee 17th February 2009 Event to Showcase Malmesbury Area businesses and organisations

1. Background

- 1.1 For some time concern has been expressed by the Town Promotion and Tourism Committee about the economic downturn in retailing in the Town. The Committee has discussed this and agreed that some sort of event to showcase Malmesbury Area organisations and business should be held in the Town Hall in 2009.
- 1.2 To this end the Chairman met with the Committee of Malmesbury Chamber of Commerce in December and addressed the Annual General Meeting of the Chamber on 28th January 2009.

2. Proposal

- 2.1 That the Chamber of Commerce and Malmesbury Town Council should both co-operate to run an event at the end of May 2009.
- 2.2 The event should be open to all businesses and voluntary organisations within the Malmesbury Area.
- 2.3 The Town Council will provide the use of the Town Hall public areas for 2/3 days. (It is envisaged that the Chamber of Commerce will deal with all publicity).
- 2.4 A modest charge will be made to exhibitors to defray Town Hall expenses.

3. Financial Implications

- 3.1 The cost of letting out the Town Hall for 2/3 days offset by hire income.
- 3.2 There is a possibility of some administrative support being required of the Town Council.
- 3.3 In that there is no business plan to support the view that the event will be self-funding and in view of the short timescale for organising such an event in the current financial climate, arrangements need to be agreed to cover any shortfall to cover hire charges.

4. Recommendation

- 4.1 That the Chamber of Commerce and the Town Council should proceed with the event at the end of May 2009 with any deficit being shared between the two organisations.
- 4.2 That the Policy & Resources Committee be requested to agree to underwrite the event up to maximum level of £750.00 should the income be insufficient to pay for the room hire charges; any additional shortfall to be met from the Town Promotion and Tourism Committee's budget for 2009/10.

Cllr PJ Goldstone
Chair Town Promotions & Tourism

Services considered appropriate to be operated by Malmesbury Town Council

1. Purpose of the report

1.1 To determine what services could best be undertaken or managed by Malmesbury Town Council following the creation of the new Wiltshire Council.

2. Background

2.1 The new Wiltshire Council will merge together those services currently undertaken by the four district councils and the county council.

2.2 During the consultation about the new council towns and parish councils were invited to consider if any of the services could best be delivered locally either by or through the local councils.

2.3 It has been indicated that the new council will not try to force services upon local councils but rather would be prepared to consider alternative methods of delivery suggested.

3. Proposals

3.1 Members of the Town Council considered the list of possible services as being:-

- a) Street cleansing
- b) Maintenance of street furniture
- c) Car parking management and enforcement
- d) Maintenance of recreational spaces
- e) Public transport
- f) Parish lengths man or steward
- g) Minor road repairs
- h) Youth issues
- i) Street naming
- j) Dog warden services
- k) Licensing
- l) Recycling
- m) Residents parking schemes
- n) Road closures
- o) Noise control
- p) Public footpaths and rights of way
- q) Administrative support to benefits and documents
- r) Provision of office accommodation.

3.2 The list in para.3.1 may only be regarded as an indication of those services considered appropriate. A full scheme would need to be developed before any formal approach is made to Wiltshire Council.

3.3 Some of the services may best be delivered by reference to the community area rather than just within the boundaries of the town and will require considerable consultation with other local councils in the area.

4. Financial implications and risks

- 4.1 There are no financial implications or risks falling upon the Town Council as a consequence of providing the Wiltshire Council with a list of those services members consider would benefit from being undertaken by the Town Council.
- 4.2 Any agreement to transfer services would need to be the subject of a detailed report including full financial support from the transferring council.

5. Recommendations

- 5.1 The committee is requested to determine from the list of services in para 3.1 those considered to be the priority services for transfer to the Town Council and authorise the Town Clerk to commence discussions with the Wiltshire Council.

Jeff Penfold
Town Clerk
9th February 2009.