

**REDRUTH TOWN  
COUNCIL**



**CONSEL AN DRE  
RESRUDH**

The Chambers, Penryn Street, Redruth, Cornwall TR15 2SP

Tel No: 01209-210038 e-mail: admin@redruth-tc.gov.uk

**Town Mayor: Cllr T H Biscoe**

**Town Clerk: P B Bennett**

*Our Reference:*

RTC/460/2/Mtg

*Date:*

2<sup>nd</sup> November 2016

See Distribution

Dear Councillor

**Amenities Committee Meeting – 7<sup>th</sup> November 2016**

You are summoned to attend a Meeting of the Redruth Town Council Amenities Committee to be held on Monday 7<sup>th</sup> November 2016, commencing at 7 p.m. at The Chambers, Penryn Street, Redruth.

The Agenda and associated papers are enclosed for your reference and information.

Yours sincerely

A handwritten signature in black ink, appearing to read 'PB', with a horizontal line drawn through it.

Peter Bennett  
Town Clerk

Enclosures:

Agenda and associated documentation.

Distribution:

Action:

Cllr Biscoe  
Cllr Mrs Biscoe  
Cllr Broad  
Cllr Mrs Davidson  
Cllr Mrs Ellenbroek  
Cllr Ms Eyre  
Cllr Nicholls  
Cllr Ms Reeve  
Cllr I Thomas  
Cllr N Thomas  
Cllr Tremayne

Information:

All other Town Councillors  
Cornwall Councillors  
Press & Public

**Redruth Town Council**  
**Amenities Committee Meeting – 7<sup>th</sup> November 2016**

**AGENDA**

**PART I – PUBLIC SESSION**

1. To receive apologies for absence.
2. Members to declare any disclosable pecuniary interests or non-registerable interests (including details thereof) in respect of any item(s) on this Agenda.
3. *To suspend Standing Orders to allow the public to speak.*
4. To allow the public to put questions to the Council on any item on this agenda.
5. *To reinstate Standing Orders.*
6. To confirm the Minutes of:
  - 6.1 The Meeting of the Committee held on 5<sup>th</sup> September 2016. [Minutes attached]
7. Town Clerks Report. [See schedule attached]
8. To receive correspondence.
9. To receive a report from the Facilities & Contracts Manager on her work to date. [See report attached]
10. Transfer of assets/services from Cornwall Council to the Town Council – an update:
  - 10.1 Redruth Community Centre and Plain-an-Gwarry Play Area.
  - 10.2 Redruth Library. [See report attached]
11. To receive an update on work towards the proposed Multi-wheeled Facility project at East End Playing Field. [Verbal report from Cllr Thomas/Town Clerk]
12. To consider a report outlining the purchase of trousers as part of the uniform for Facilities Grounds Team. [See report attached]
13. Community Emergency Plan – to receive Members inputs and discuss next stage
14. To consider the Amenities Committee budget requirements for FY 2017-2018 and make recommendations to the Audit & Accounting Governance Committee. [See report attached]



The Chambers, Penryn Street, Redruth, Cornwall TR15 2SP

Tel No: 01209-210038 e-mail: admin@redruth-tc.gov.uk

**Town Mayor: Cllr H Biscoe**

**Town Clerk: P B Bennett**

Minutes of a Meeting of the Redruth Town Council Amenities Committee held at The Chambers,  
Penryn Street, Redruth, on Monday 5<sup>th</sup> September 2016

Present: Cllr Ms D Reeve  
Cllr H Biscoe  
Cllr Mrs A Biscoe  
Cllr Mrs J Davidson  
Cllr Mrs B Ellenbroek  
Cllr Mrs L Eyre  
Cllr T Nicholls  
Cllr I Thomas

Chairman

In attendance: Mr P B Bennett  
Ms L Dyson  
Miss S Hoare  
Cllr M Chappell

Town Clerk  
Administrator  
Facilities Manager

Public: Mrs Joyce Trevail  
Member of public

PART I - PUBLIC SESSION

- 1149.1 **To receive apologies for absence.**  
Cllrs P Broad, and W Tremayne (other commitments), and N Thomas (unwell).
- 1149.2 **Members to declare any disclosable pecuniary interests or non-registerable interests (including details thereof) in respect of any item(s) on this Agenda.**  
None declared
- 1149.3 **To confirm minutes of previous meetings.**
- 1149.3.1 **To confirm the Minutes of Amenities Committee held on Monday 4<sup>th</sup> July 2016**  
RESOLVED by Majority to accept the minutes of the Committee held on Monday 4<sup>th</sup> July 2016 as a true and accurate record of proceedings. [Proposed: Cllr H Biscoe; Seconded: Cllr Mrs Reeve] Cllr Mrs Davidson abstained as she was not present at the meeting.
- 1149.3.2 **To confirm the Minutes of Extraordinary Meeting of the Amenities Committee held on Monday 18th July 2016**  
Unanimously RESOLVED to accept the minutes of the Committee held on Monday 18th July 2016 as a true and accurate record of proceedings. [Proposed: Cllr H Biscoe; Seconded: Cllr Ms Ellenbroek]
- 1149.4 **Town Clerk's Report**

1149.4.1 *Bus Shelter at Closehill*

The Town Clerk stated that delivery of the shelter was now expected during November.

1149.4.2 *Devolution Working Group*

There will be no meeting next week as the costings requested have not arrived yet.

1149.4.3 *Community Emergency Plan*

The Town Clerk will distribute out a list of tasks. Members of the sub-group only need to review their responses as they will be working on the same areas as before.

1149.4.4 *S106 Funding projects*

Cornwall Council has been advised of the areas the Town Council sees as the priority for Redruth.

1149.4.5 *ROCS Town Museum*

The ROCS will not need to use the library and have agreed a short term solution for remaining open.

1149.5 **To receive correspondence**

1149.5.1 *Mrs Joyce Trevail – Play Equipment in Redruth*

The Town Clerk had spoken to Mrs Trevail and explained that the Town Council were still in the process of acquiring the open spaces from Cornwall Council.

Unanimously RESOLVED to review play equipment as part of the neighbourhood development plan and invite the Youth Council to participate in this. [Proposed; Cllr Mrs Ellenbroek; Seconded: Cllr Thomas.]

1149.5.1 *Moseley Town Museum – 10 year service of the Murdoch Flyer*

Unanimously RESOLVED to underwrite the costs of the service, and also to obtain quotations for the restoration of the model sited on the roundabout. [Proposed; Cllr Ms Reeve; Seconded: Cllr Mrs Davidson.]

1149.6 **Facilities and Contract Manager's Report**

Councillors congratulated the Facilities and Contracts Manager on her report. She informed them that there were six places available for Councillors on the first aid training on the 21<sup>st</sup> September. Councillors advised that any vandalism to Town Council property needs to be reported to the police.

1149.7 **Transfer of assets/services from Cornwall Council to the Town Council – an update:**

1149.7.1 *Redruth Community Centre and Plain-an-Gwarry Play Area*

The Town Clerk confirmed the town now owned the site freehold. The Community Centre Association is still operating under the old lease, and we are waiting for the new lease from their solicitors.

1149.7.2 *Public Conveniences, New Cut Car Park*

The Town Clerk confirmed that the Freehold for the public conveniences has arrived and that the official handover was to be Wednesday 8<sup>th</sup> September at 4.30. Hygiene conditions will improve over the next few months as customers are paying and there will be regular deep cleans to back up the regular cleaning.

**1149.8 To receive an update on work towards the proposed Skate Park Project at East End Playing Field**

The contract for the construction is currently being drawn up. The noise survey is underway. A meeting with a crowdfunding organisation has been organised to secure more funding.

**1149.9 To adopt the new Town Council Health and Safety Policy.**

Committee members thanked the Facilities and Contract Manager for preparing this policy. It will now be included in the audit checks.

Unanimously RESOLVED to adopt the new Town Council Health and Safety Policy. [Proposed; Cllr Ms Ellenbroek; Seconded: Cllr Biscoe.]

**1149.10 To adopt uniforms for grounds staff.**

Samples of a tee shirt and a sweatshirt were distributed.

Unanimously RESOLVED to adopt a uniform policy incorporating a tee shirt and sweatshirt in the first instance, and to incorporate trousers and other items as they were sourced. [Proposed; Cllr Ms Reeve; Seconded: Cllr Biscoe.]

**Chairman**

**Redruth Town Council**

**Town Clerks Report – Amenities Committee**

**Meeting Date: 7<sup>th</sup> November 2016**

<b>Min No</b>	<b>Item</b>	<b>Action</b>	<b>Response</b>
1149.4.1	Bus Shelter at Closehill		Awaiting confirmation of date for delivery and installation
1149.4.2	Devolution Working Group		Included with F&CM Report
1149.4.3	Community Emergency Plan		Separate agenda item
1149.7	Transfer of assets		Separate agenda item
1149.8	East End Playing Fields – Multi-wheeled facility		Separate agenda item

**Amenities Committee Meeting**

**Correspondence Schedule**

**Meeting Date: 7<sup>th</sup> November 2016**

1. Rachel George – disabled access in Redruth.
2. Lewis Shaw – Redruth public toilets.
3. Groundwork South – Community Resilience Support/Training offer.

*All other correspondence/information is contained as a package with these papers*



25<sup>th</sup> September 2016

Redruth Town Council  
The Chambers  
Penryn Street  
REDRUTH  
United Kingdom  
TR15 2SP

Dear Sirs, *RG 27<sup>9</sup>/16*

I wish to bring it to your attention that Redruth is not as accessible to disabled people as it could be.

My family and many others are unable to spend more than a short while in Redruth at any time due to a lack of fully accessible toilets for disabled people. These are toilets which include a ceiling hoist and a changing bench. I have enclosed a leaflet so that you can see exactly what I am talking about.

I realise that there are limited funds but the people who rely on these facilities are entirely unable to use the facilities in any of the shops or cafes in Redruth. Many people are effectively excluded from the town. Would you go out to eat somewhere where there were no toilet facilities that you could use? None at all.

Families like mine don't venture into town very often. I would love to take my son out to lunch but he doesn't like going to places if there are no toilets he can use and I understand that. It makes outings very stressful.

Redruth could set a shining example by installing these facilities. Cornwall is already showing the rest of the country that it cares. Many attractions are keen to improve and I am currently working with The Lost Gardens of Heligan, Newquay Zoo and Camel Creek to ensure that nobody is excluded in the future.

These facilities could be incorporated into a community building in Redruth. Maybe the Community Centre or the library? The centre of town would be better though and I have been interested to discover that the Redruth Revival Community Interest Company have purchased a sizeable area in Redruth. I have written to them regarding this matter. I am assuming that they will be applying for grants and hoped that maybe you would consider working with them to ensure that nobody is excluded from the arts project which they are intending to create.

I look forward to your response.

Yours faithfully

RACHEL GEORGE

# Opening the door on suitable assisted accessible toilets... Away from Home

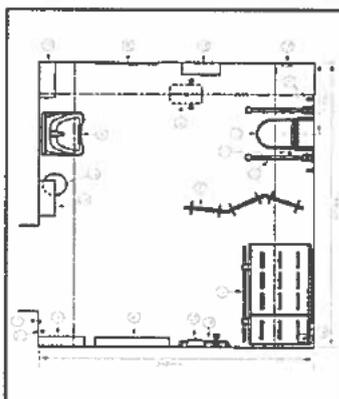
For tens of thousands of children and adults who need help to toilet, conventional wheelchair accessible toilets are not suitable.



## Changing Places

A **Changing Places** toilet is 'desirable' in buildings to which numbers of the public have access. That includes tourist attractions, health facilities, educational buildings, leisure facilities, transport hubs, communal buildings.

- provided in addition to other accessible toilet facilities
- minimum 12m<sup>2</sup>
- includes as standard conventional wheelchair accessible toilet equipment PLUS a tracking or mobile hoist, height-adjustable adult-sized changing bench, privacy screen, grab rails, paper roll, non-slip floor



### Key-specific actions

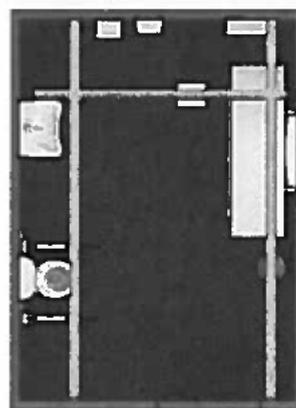
- WC (CP 024)
- Toilet seat (CP 024)
- Toilet pan (CP 024)
- Toilet roll (CP 024)
- Paper towel dispenser (CP 024)
- Water tap (CP 024)
- Sink (CP 024)
- Sink tap (CP 024)
- Sink soap dispenser (CP 024)
- Sink paper towel dispenser (CP 024)
- Sink paper roll dispenser (CP 024)
- Sink paper roll dispenser for use on the emergency case (CP 024)
- Full length mirror (CP 024)
- Paper towel dispenser
- Alarm pull cord
- Waste disposal bin
- Large sensory disposal bin
- Manually operated hand-dryer
- Two electrical points, at 900mm and 1400mm above the floor
- Sensory sound dispenser
- Alarm reset button
- Emergency grab rail
- Floor drain
- Shower



## Space to Change

**Space to Change** bridges the gap between conventional wheelchair-accessible toilets and a full Changing Places facility. It is an ideal solution for cafes, restaurants, supermarkets, sports facilities, and smaller outlets visited by the public: locations where space and/or cost is an issue.

- can be an enhancement to a conventional, existing wheelchair-accessible toilet
- minimum 7.5m<sup>2</sup>
- includes as standard conventional wheelchair-accessible toilet equipment PLUS a hoist and height-adjustable adult-sized changing bench



### Key / Specification

1. **Ceiling Hoist and track (CP XY 1)**  
Provide and install 2.0m x 2.0m approved 1 T spider with manual 150-kgse and covered all tracking. Provide 1.2m and 1.8m fixed seat for hoist at ceiling height. Fixing method to be determined by supplier of infrastructure.  
Supplier: Taka Hygiene Ltd
2. **Height adjustable adult-sized changing bench (CP CB 3-6)**  
Provide a 1.2m x 0.8m x 1.20m height adjustable changing bench with 150kg weight capacity. Bench to be fixed to wall. Bench to be fixed to wall. Bench to be fixed to wall.  
\*Compliance with manufacturer's instructions.  
Supplier: Taka Hygiene Ltd
3. **Wash Basin (CP WBS 1-6)**
4. **WC (CP WCL 1)**
5. **Vertical / Horizontal grab rail (CP GR 1)**
6. **Wide paper roll dispenser for use on the changing bench (CP PD 1)**
7. **Paper towel dispenser**
8. **Alarm pull cord**
9. **Waste disposal bin**
10. **Manually operated hand-dryer**

## Town Clerk

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**From:** Abigail Hunt <admin@redruth-tc.gov.uk>  
**Sent:** 29 September 2016 09:37  
**To:** fcm@redruth-tc.gov.uk  
**Cc:** townclerk@redruth-tc.gov.uk  
**Subject:** FW: Redruth Pay to use Public Toilets

**From:** Lewis Shaw [<mailto:lwsshaw@gmail.com>]  
**Sent:** 28 September 2016 20:43  
**To:** [admin@redruth-tc.gov.uk](mailto:admin@redruth-tc.gov.uk)  
**Cc:** [meddowes@cornwall.gov.uk](mailto:meddowes@cornwall.gov.uk)  
**Subject:** Redruth Pay to use Public Toilets

Hello Redruth Town Council

I have cc'd County Councillor Mike Eddowes into this mail to alert him of this situation.

I visited Redruth Town today and had the most awful experience using the Public Toilets behind Wilkinsons.

When I got to the toilets I assumed that because I had to pay 20 pence to enter they would be clean but far from it.

As soon as I opened the door that unlocked when I put my 20p piece in there was an over powering, disgusting smell of urine and faeces. Then when I walked in I could see why as there is urine all over the floor, all over every toilet in each cubicle along with faeces on the seats and in the pans. I could not even use any facilities as there were none that were even slightly useable.

I am not one for complaining about things but this is something you need to resolve asap as it is a health hazard.

How can you justify making the public pay to use facilities that are in such an appalling condition that must be infested with disease. I did not get the service that I payed for at all and would like to make this an official complaint.

Lewis Shaw  
[lwsshaw@gmail.com](mailto:lwsshaw@gmail.com)

## Town Clerk

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**From:** Ruth Rockley <Ruth.Rockley@groundwork.org.uk>  
**Sent:** 04 October 2016 09:48  
**To:** 'townclerk@redruth-tc.gov.uk'  
**Subject:** Community Resilience Support/Training Offer  
**Attachments:** Communities Prepared Info.pdf

Dear Peter,

I am writing to you to offer Redruth Town Council support to increase it's community resilience, free of charge.

Communities Prepared is a partnership between Cornwall Community Flood Forum(CCFE), Groundwork South and Cornwall College, supported by the Environment Agency and Cornwall Council. This project has the capacity to,

- Work with communities to assess the risks in their local environment
- Help communities complete a community emergency plan and exercise it
- Give support to recruit volunteers
- Fund equipment to support resilience activities
- Run presentations about preparing for emergencies like flooding to local groups, businesses and schools
- Signpost communities to information on insurance for Flood Wardens

In addition, this project has developed a series of community resilience training modules. We cover six key topics in the training, each with a focus on flood resilience,

- Understanding Flood Risk
- Flood Risk Awareness
- Emergency Response
- Personal Protective Equipment
- Role Profiles
- Use of Sandbags

If you would like any further information or an informal discussion about the training/offer of support and how we can tailor it to your community, please do let me know and I'd be delighted to arrange an introduction. Equally, if you hope to present this opportunity to your Councillors for wider discussion, I would be grateful to learn of when this may be. I have attached our information flyer to this email should you wish to distribute it to your Councillors.

Best wishes,

Ruth Rockley  
Project Officer (Devon and Cornwall), Communities Prepared  
Groundwork South

Mobile: 077 361 329 24

Please be advised that my normal working hours are Monday-Thursday 09:00-17:00

Web: [www.south.groundwork.org.uk](http://www.south.groundwork.org.uk)  
Twitter: @GroundworkCP  
Facebook: Groundwork South Communities Prepared

# COMMUNITIES PREPARED

## Helping Communities Prepare for the Unexpected



Communities Prepared is a Big Lottery funded project running across the South West 2016-2018. The funds provide free community warden training for villages, towns and city neighbourhoods that want to prepare for flooding and other emergencies.

You don't need any previous experience – just a group of volunteers who are willing to get together and learn how to help the place where they live. There are six training modules, all delivered in an informal group environment at a local community venue:

- Community warden role profile
- Understanding flood risk
- Flood risk awareness
- Introduction to the emergency services
- Personal protective equipment
- Sandbags and how to use them



See overleaf for more information about what each module covers.

Apart from the training, the Communities Prepared team can also help you with:

- support to recruit volunteers
- presentations about preparing for emergencies like flooding to local groups & schools
- assessing the risks in your local environment
- completing a community emergency plan and trying it out to make sure it works
- funding the equipment your community wardens need
- signposting you to information on insurance for community wardens

If you'd like to find out more,  
we'd be delighted to hear from you:

Devon & Cornwall - Ruth Rockley: e: [ruth.rockley@groundwork.org.uk](mailto:ruth.rockley@groundwork.org.uk) T: 07736 132924  
Bristol, Somerset & wider Wessex - Jennifer Godby: e: [jennifer.godby@groundwork.org.uk](mailto:jennifer.godby@groundwork.org.uk) T: 07736 132926  
Project Manager - Cathryn Marcus: e: [cathryn.marcus@groundwork.org.uk](mailto:cathryn.marcus@groundwork.org.uk) T: 07775 194030

## Current Training Modules Available Free of Charge To Groups of Volunteer Community Wardens:



### **ROLE PROFILE**

Outlines simple ways in which you can support your community and the Emergency Services before, during and after a flood



### **FLOOD RISK AWARENESS**

Aims to help you carry out your role responsibly

- Assessing risk
- Personal safety and the dangers of flood water
- Flooding and road safety
- Managing sensitive information



### **UNDERSTANDING FLOOD RISK**

An introduction to flooding

- Factors that influence flooding
- Risk and frequency
- Flood warnings
- Responsibilities of agencies and private individuals



### **THE USE OF SANDBAGS**

- 5 myths about sandbags!
- Their advantages and limitations
- How to handle, store and dispose of sandbags
- Alternative ways to prepare property for flooding



### **PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Highlights the importance of the correct use, maintenance and storage of personal protective equipment (PPE) such as: high visibility clothing, safety whistles etc.



### **AN INTRODUCTION TO EMERGENCY RESPONSE**

The processes and terminology

- Phases of a major incident
- What to consider when reporting
- Emergency responders: what they do and don't do
- Cordons, evacuations and the media

**REPORT FOR: Amenities Committee Meeting of 7<sup>th</sup> November 2016**

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**1.0 SUBJECT OF REPORT: Summary of Progress: Facilities & Contracts Manager**

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**2.0 SUMMARY OF IMPLICATIONS**

- a. Policy - No
- b. Financial - No
- c. Legal - No

**3.0 TERMS OF REFERENCE**

3.1 To report a summary of the progress made from 5<sup>th</sup> September 2016 to date by Facilities and Contracts Manager within Redruth Town Council.

**4.0 REPORT**

**4.1 FACILITIES MANAGEMENT**

**4.2 The Chambers**

- a. Fire drills have been conducted and recorded.
- b. Fire points are tested on a weekly basis and results recorded.
- c. Due to the potential of relocation, cost advised and current successful communication of floor zones we will not seek to re-allocate zones at this time.
- d. Quotes were sourced for annual fire extinguisher review. Our chosen company is Exco and they are £3.80 per unit more competitive than previous contractor.
- e. Three additional fire extinguishers have been added to The Chambers building on the lower floor and correct point signage fitted.
- f. First Aid at Work course completed with 100% delegate pass rate.
- g. First Aid point installed at Reception with named, delegated First Aiders clearly stated.
- h. Continuing to access and update where appropriate risk assessments, which apply to The Chambers.
- i. General maintenance failures at The Chambers have occurred – all repairs were made within 5 working days from identification to resolution.

**4.3 New Cut Public Conveniences**

- a. Implementation of painting the building exterior 'Redruth Red' and clearing the guttering is now complete.
- b. New signage for the toilet building with other sites will be in place by week ending 11<sup>th</sup> November 2016.
- c. A cleaning company (Sparkles Cleaning and Property Maintenance) has been identified to provide a deep cleaning service for the public toilets. Their excellent results and service at a competitive cost made them the most suitable choice.
- d. I would recommend Sparkles Cleaning and Property Maintenance conduct this service at New Cut as required; my initial thoughts are for a quarterly service.

- e. The Cash Collection at New Cut public conveniences is proving successful with two dedicated members of the Grounds Team conducting this on a weekly basis.
- f. Cash collection has operated for eighteen weeks and the total received for this period is £1644.10 VAT inclusive - £1370.08 after VAT deducted or £76.12 nett on average per week.
- g. Although vandalism of the toilets is still occurring we are continuing to ensure the toilet doors are closed properly.

#### 4.4 Brewery Site – Public Realm

- a. We are currently reviewing and adapting the draft agreement of the memorandum of understanding we shall be operating under, issued by Mark Pearce (Business Partner – Economy, Enterprise and Environment Legal Service) from Cornwall Council.
- b. Negotiations regarding a satisfactory resolution to the safety concerns regarding the lower flood relief measures on-site are progressing and we are now only awaiting one safety aspect to be completed.
- c. Our Facilities Grounds Team is operating with permission on site and has received positive feedback and compliments on the standards of work from Deborah Tritton (Kresen Kernow Project Lead).
- d. This operation of our Grounds Team excludes the lower flood relief area to date as this is the remaining safety aspect, which is in the process of being resolved.

#### 4.5 St Rumons Garden

- a. Grass, foliage, furniture and walls are being maintained well and positive feedback on line is being received regarding the overall presentation of site.
- b. The area was a venue in the Inland Art Festival during October. The Inland Art organisers agreed prior to the festival that they would be liable for payments regarding Grounds Team staff working additional hours to secure the gardens at later than usual times and for any electricity use incurred.
- c. Post festival we have had employee feedback that the festival organisers insisted that the gardens were closed on the Sunday morning and not open until 11am (usually open at 8am) hence prohibiting public use. In addition to this they also insisted that the gardens were open until the later hour of 6pm when the agreement had been 4pm – 4.30pm. A festival noticeboard also displayed the festival times of 11am – 6pm.
- d. Prior to the festival many discussions were had regarding the terms of opening and closing with FCM and an agreement was reached. During the festival these agreements were breached, prohibiting the use of the area for the public and signage painted on to the steps not cleared as agreed. Due to this I feel, more formal protocols are applied to the organisers of this festival if they would like to make use of public areas.

#### 4.6 Redruth Community Centre

- a. The exterior of the building and grounds including car park are being maintained by our Grounds Team.
- b. As listed in the 5<sup>th</sup> September Amenities report I am hoping to further our relationship with the managers at the centre. I would like to encourage a partnership with the centre taking an active role ensuring the upkeep and aesthetics of the building's interior and exterior, in line with the lease agreement (when completed!).

#### 4.7 Clock Tower

- a. At present Cllr Tremayne is ensuring the winding of the clock once a week and also feeds back any relevant information regarding the status of clock and building.
- b. Contractor quotes are currently being sourced to instruct a full structural survey of the Clock Tower.
- c. Currently the quote for a full structural survey stands at £2950.00 + vat with a recommendation of two full days of full access be given to complete the survey. I am awaiting further quotations for this work.
- d. I am also looking at having a regular deep-clean of the internal areas of the tower to prevent substantial accumulations of pigeon guano build up, again to maintain Health and Safety standards are met within the structure on a semi regular basis.

#### 4.8 The Cornwall Centre

- a. A preliminary meeting with the Chairman of this committee has resulted in the recommendation to construct a working group. This group's aim is to build a relevant business plan to implement as soon as RTC completes on the purchase of the Cornwall Centre.
- b. This business plan would be required to meet the expectations and values held by the Council as the corporate body

#### 4.9 Play Areas

- a. Play area inspections are being assessed and enquires made to the expense and benefits that occur if we train team member(s) to be qualified to do this.
- b. Signage for Plain-an-Gwarry and East End Playing Fields will be in place by week ending 4<sup>th</sup> November 2016.
- c. Our Grounds Team conduct checks of the play areas with the regular problems being overfull bins and occasionally dog waste, which is then cleared by our team.
- d. From Cormac and Grounds Team inspections, paving slabs and peeling paint at the Plain-an-Gwarry site have been identified as requiring improvements on safety grounds.
  - i. Cormac were identified to correct the broken paving slabs, which has been completed.
  - ii. The Grounds Team are repairing the peeling paint on the play equipment. The paint on the apparatus has been stripped back to metal hence reducing the risk of harm and a nontoxic; play equipment approved paint is being sourced.

#### 4.10 Allotment Sites

- a. Each site was offered support and guidance where necessary but both are enjoying operating as they currently do.
- b. Any enquiries from the general public via the Council offices are rerouted to our contacts at each allotment.
- c. Coach Lane allotments are communicating any news they have to the FCM by calling into The Chambers and also supplying copies of their newsletter.

#### 4.11 Town Centre

- a. Civic Pride Tasks are 90% complete with just some pieces of street furniture outstanding.

- b. These tasks are now included on the working schedules of the Grounds Team's tasks to provide a high standard of un-keep.

#### 4.12 Open Spaces

- a. The maintenance of the open spaces is now working within strategic schedules based on site location, regularity, required equipment and season.
- b. These schedules allow for maximum productivity with strategic methods of working to achieving our aims on short, medium and longer term basis.

### 5.0 **FACILITIES GROUNDS TEAM**

5.1 The new frameworks and structures implemented to enhance productivity and team construction are working successfully. As a reminder they include the following:

- a. Introduction of a minimum 7 day request for holiday.
- b. Reporting protocols including sickness and lateness.
- c. Lone Working policy.
- d. Reporting location and start of shift, during shift and at end of shift.
- e. Restricting expenditure by implementing levels of Purchasing Authority.
- f. Restricting the movement and storing of equipment.
- g. Implementation of achievable daily schedules with progress markers per team member.
- h. Weekly meetings with FCM and Grounds Supervisor to ensure progress and to identify any areas of concern.
- i. Updated version of timesheets introduced for each team member. Timesheets will clearly state daily working hours. If any TOIL is earned or expended and how. Timesheets will also list the expectations of hours worked within the week.
- j. These timesheets will introduce slightly different hours to those being currently worked. This is to ensure we offer a service at present from 8am – 4.30pm with the view to extend to 5pm.
- k. Daily punctuality, attendance and annual leave are documented.
- l. Upon approval of annual leave, the status of holiday remaining with a confirmation letter is provided to ensure miscommunication doesn't occur.

5.2 The Facilities Grounds Team is currently operating with two full time members of staff and one member who is extended sick leave until 14<sup>th</sup> November 2016.

5.3 An inventory of all equipment has been completed. This includes the condition, serial number(s), brand and image of each item regardless of purpose.

5.4 We are now looking to allocate specific areas and locations for each tool at our storage yard. Tools are now only removed as and when they are required.

5.5 The Grounds Team uniform of T-Shirts and Sweatshirts became operational by week ending 4<sup>th</sup> November 2016 and are being well received by Team members.

5.6 The FCM and CPM are working positively together in furthering the abilities of the Grounds Team's function and service.

5.7 We have created a Master Schedule of Maintenance, which acts as an illustration of how and when each RTC premises is maintained with a labour and cost implication. This is currently a work in progress but will aid RTC in strategically providing our service.

5.8 Positive feedback regarding the working standards, achievements and attitudes of our Grounds Team has been received by volunteers and organisers of the Inland Art Festival and Deborah Tritton of the Kresen Kernow site.

5.9 A new method of communicating and distributing tasks and their progress is now under trial. This is being tested by FCM and Grounds Supervisor. Wunderlist is a free of charge app, which has been installed on the Grounds Supervisor and FCM's mobile phones and the FCM's PC. This system allows instant communication of completed and progress updates of tasks in real time, which significantly reduces the weekly meeting's duration.

## 6.0 **DEVOLUTION OF ASSETS**

6.1 Two working group meetings have been held since the implementation of the FCM role.

6.2 The outlined sites have been visited by Town Clerk, FCM and Grounds Supervisor to document each and in so accumulating data with regards to required duties, equipment and labour per site.

6.3 This list has been compiled and preliminarily analysed as to costs per site and a recommendation as to whether it is maintained by RTC or if an external contractor should be sort, for example Cormac. This will be discussed in greater detail at the next meeting of the Devolution Working Group to be held on Monday 14<sup>th</sup> November 2016.

6.3 This is a condensed version of the current findings.

Visual	Location	UPRN	Title No.	Postcode	Photo	Maintenance	Visits P/A	Cost	Required	Notes
✓	Edmond Road Play Area	13424	CL1756214	TR15 1BY	✓	RTC	12 x 1hr	£ 107.00	Empty Land. Strim, Hand Mow	
✓	Enterprise Centre	17432	CL92508	TR15 1SS						
✓	Fairfield	13473	CL231494	TR15 2TP		Cormac	26/14/1	£ 1,145.55	Public Park	Inspect, Cut, Hedge
✓	Forth-an-Ryn Public Open Space	13405	CL123934	TR15 2JT	✓	RTC	8 x 1/2hr	£ 36.00	Small area	Site Visit made Google Image
	Harmony Close Play Area	13397	CL134915	TR15 1ET	✓	RTC	12 x 3hr	£ 321.00	Strim, Hand Mow, Litter, play equipment visual checks	Mixed play equip. Basket ball area, sm skate area. 106 Funding?
✓	Knights Way	16716	CL129517	TR15 1NL	✓	Cormac		£ 897.00	Grass only	
✓	Montague Avenue Public Open Space	13396	CL134896	TR15 1BW	✓	RTC	18 x 5hr	£ 804.00	Ride Mow, Strim, Litter	
✓	Mount Ambrose Open Space	13409	CL129517	TR15 1PA	✓	Cormac		£ 89.00	Ride Mow, Strim	Not full area
✓	Open Space Land at The Paddock, Sandy Lane	16221	CL260549	TR15 2BN	✓	Cormac		£ 897.00	Grass, ride mow	
	Raymond Road Playing Field	13636	CL223826	TR15 2HF	✓	Cormac		£ 897.00		
	Redruth Youth Centre								Leisure	

✓	Talgos Close Public Open Space	13414	CL152153	TR16 5UU		RTC	8 x 1/2hr	£	36.00	Amenity Land	
✓	Trefusis Road Playing Field	13403	CL223812	TR15 2JL	✓	RTC/Cormac	26/1/	£	258.00	Multi play area, mow, strim, litter	Skate area, Zip Wire, etc. RTC to strim hedges
✓	Trenoweth Estate field/play area	13633	CL134922	TR16 4AH	✓	RTC/Cormac	12 x 1hr	£	107.00	Play equipment visual checks. Play areas-mow, strim	Look to East End for cost guidance
✓	Treskerby Playing Field	13413	CL220622	TR15 1RL	✓	Cormac	12	£	897.00	Mow, Strim	Grass and Goal posts. Would need keys to gate
✓	Victoria Park	13402	CL220457	TR15 2JF	✓	2 PUE	37 x 2	£	660.00	grass, beds, pavilion, paths etc.	Min 1 x F/T person
✓	Victoria Park Bowling Green & Pavilion	13651	CL220457	TR15 2JF	✓	Bowls Club	" "	" "		Bowls ground	
									<b>£ 7,151.55</b>		

## 7.0 **HEALTH AND SAFETY POLICY**

- 7.1 Risk Assessments are now in place and on-going regarding Youth Council activities.
- 7.2 Implemented risk assessments and analysis are currently on-going but to date are being deemed as successful.

## 8.0 **CONCLUSION**

- 8.1 Positive steps are being taken to enhance and progress RTC's portfolio, whilst confidently ensuring the maintenance of buildings, spaces and service.
- 8.2 Continuing project work: groups are in place or with a view to propose when referring to larger aspects of the FCM role such as the potential purchase of The Cornwall Centre and the Devolution of Assets from Cornwall Council. Timelines, markers and targets will be set to ensure progress in each of these areas.
- 8.3 The allocation of Amenities budgets has been discussed with the Town Clerk and will be recognised at the Amenities meeting on 7<sup>th</sup> November 2016.
- 8.4 The Grounds Team are continuing to develop the methods and strategies in providing a diverse service to the community.
- 8.5 Since the previous Amenities meeting the Grounds Team has greatly reduced its expenditure. The success of this lays in the inventory of equipment, which has occurred and further analysis will now continue with regards to other outgoings.

## 9.0 **RECOMMENDATIONS**

- 9.1 It is recommended this committee considers the report and approves:
- The purchase as outline within the report the Trouser uniform for our Grounds Team.
  - The Facilities and Contracts Manager be given delegated authority to award the Town Clock Survey contract up to the sum of £3,500 + VAT in consultation with the

Town Clerk. We are currently awaiting further quotations but to halt any further delay in proceedings I am recommending this option.

and that the remainder of the report be noted.

Stephanie Hoare  
Facilities and Contracts Manager

## REDRUTH TOWN COUNCIL

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### REPORT FOR: Meeting of the Amenities Committee on 7<sup>th</sup> November 2016

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#### 1.0 **SUBJECT OF REPORT: Transfer of Library Service to Town Council – an update**

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#### 2.0 **SUMMARY OF IMPLICATIONS**

- |    |           |   |     |
|----|-----------|---|-----|
| a. | Policy    | - | Yes |
| b. | Financial | - | Yes |
| c. | Legal     | - | Yes |

#### 3.0 **BACKGROUND**

3.1 Further to the brief discussion at the Council meeting of 26<sup>th</sup> September 2016, a meeting has been held with Cornwall Council to further discuss the transfer of the library service to the Town Council. The meeting was held on Monday 24<sup>th</sup> October and was attended by Cllr Ms Reeve, Chair of Amenities, the Town Clerk, C Cllr Ian Thomas, Anne McSheveny, Lead Officer for Libraries at Cornwall Council and Charlotte Chadwick Community Link Officer for CPIR. This report outlines the discussions that took place.

#### 4.0 **REPORT**

4.1 These are the main points covered during the discussion and covers 4 main areas: General, Staffing, Building, and Funding.

##### 4.2 *General:*

- The Town Council are now the sole interested party in taking responsibility for the running and management of the library service in Redruth
- Due to complexities in the nature of transfer, the anticipated date of transfer is now likely to be around 1<sup>st</sup> September 2017.
- The transfer remains as previously outlined of staff and property. Cornwall Council has a statutory requirement to provide a countywide library service and as such will remain responsible for books/stock rotation etc. This will be supplemented by a support team at County Hall, who will also assist and provide training and management, maintenance, and upgrading of all ICT related equipment.

##### 4.3 *Staffing:*

- Cornwall Council has now sorted out the problems of surfeit pension requirements. Any historic liabilities to existing/transferred staff will remain the responsibility of Cornwall Council and will have no financial effect on the Town Council.
- We have reaffirmed that the figure of £66k for staff costs stated within the Site Manual does include an amount for both Employers NIC and Pensions contributions – but we should consider an amount for pay rises next financial year.
- In terms of staffing it will be necessary to TUPE across all members of staff unless we can agree a way forward with reduced staff levels prior to transfer.
- Cornwall Council will provide a grant towards the costs associated with the One-Stop Shop, face-to-face service. This will remain in place for the first three post transfer but will be tapered each year.

#### 4.4 *Building:*

- Transfer of building would be on freehold basis with probable covenant concerning future uses/sale. There is a possibility that some of any equity raised could be used to go to reconfiguration if required.
- The building survey report was completed some 18 months ago and Cornwall Council has we believe carried out no maintenance since that time other than statutory requirements. Therefore the identified backlog remains outstanding.
- Cornwall Council are checking whether we will be tied to any maintenance contracts at time of transfer and will advise.
- The building also has a maintenance backlog of some £42k – clearly if we are looking at releasing the building for sale after some 3-4 years we can identify those items that need attention and those that we can safely leave.

#### 4.5 *Funding:*

- Numerous suggestions were put forward looking at reducing the burden on the Redruth taxpayer. However, the library service has to remain as “free access for all”. Clearly with many users of the service coming from outside the parish we should see if other parishes are willing to make a contribution. Cornwall Council will provide figures by parish of users that will enable us to at least inform coterminous parishes and perhaps request that they make some contribution toward the running costs. We are certainly unable to make any membership charges or the like for those users from outside the parish other than for ancillary items such as photocopying/hire of rooms etc.
- Based on latest figures provided, the cost of staffing and building running costs would amount to an increase in a ‘D’ Band equivalent of £29.81 p.a. (30.57%) regardless of any other increases we may have across any other budget headings.

#### 5.0 **FURTHER INFORMATION**

- 5.1 Clearly the biggest impact of this transfer is the costs which the Redruth taxpayer will have to support through their yearly council tax bills. This will not impact on the current capping of precept for the forthcoming financial year, but will almost certainly impact from FY2018-19 onwards and will mean that we meet both criteria proposed and therefore will result in us being part of those councils whose precept increase will be capped at 2% or £5 whichever is the greater.
- 5.2 Cornwall Council has agreed to provide further information about the transfer, some of which is attached for Members information and includes a standard Head of Terms; a comprehensive impact assessment template. We await a project timeline and updated site manual amongst other information.
- 5.3 It is proposed that regular meetings between Cornwall Council and us will now take place every two weeks to progress this transfer as smoothly as possible. The first of these meetings will take place probably next week at a time and date to be arranged. Cllr Ms Reeve and the Town Clerk will act as the Town Council’s representatives with the Facilities & Contracts Manager attending as required.

#### 6.0 **RECOMMENDATION**

- 6.1 It is recommended that Members consider the report and agree to the outline proposals as identified above.

Peter Bennett  
Town Clerk

Agreement for the provision of Library and Information Service – Heads of Terms

This document sets out the key provisions in the contract between the Council and the Provider. The document describes what the contract requires of both parties in simple, non-legal language, however it is not a substitute for reviewing the contract and we strongly recommend that the Provider takes legal advice before entering into the contract.

<b>Topic</b>	<b>Proposed position</b>
Contract duration (clauses 2 and 3)	The contract has an initial term of five years and a right of extension by the Council for a further five years (subject to a 12-month notice period for termination in the extension period). However, the Council is open to proposals for an alternative contract duration – for example, with other providers it has agreed a fixed term of 25 years.
Property Arrangements (clause 4)	<p>For freehold transfers, the property arrangements are as follows:</p> <ul style="list-style-type: none"> <li>• transfer for nominal sum (£1);</li> <li>• positive covenant to use as library and community facility;</li> <li>• the Council has an option for a period of 99 years to call for the transfer of the property back to the Council for £1 if (i) the positive covenant is breached or (ii) the Provider is in default under the contract;</li> <li>• if the Council exercises the option, the Provider will be reimbursed capital expenditure in excess of £10,000 which the Provider has incurred in respect of the property (subject to depreciation). Reimbursement is capped at £200,000 and may be offset by any liabilities arising from the Provider's breach (for example, liabilities arising under external funding agreements).</li> </ul> <p>If the Council is the freehold owner of the property and grants a lease of the property rather than transferring its freehold interest, the property arrangements are as follows:</p>

Agreement for the provision of Library and Information Service – Heads of Terms

<b>Topic</b>	<b>Proposed position</b>
	<ul style="list-style-type: none"> <li>• Provider is granted a 125 year lease;</li> <li>• Provider pays a peppercorn rent;</li> <li>• The Provider is fully responsible for repairing and insuring the property;</li> <li>• User clause restricts use of the property to use as library and community facility;</li> <li>• Lease may be terminated by the Council (i) upon expiry of the contract; or (ii) breach of the contract; or (iii) breach of the lease;</li> <li>• if the Council terminates the lease, the Provider will be reimbursed capital expenditure in excess of £10,000 which the Provider has incurred in respect of the property (subject to depreciation). Reimbursement is capped at £200,000 and may be offset by any liabilities arising from the Provider's breach (for example, liabilities arising under external funding agreements).</li> </ul>
General Power of Competence (clause 6)	Where the Provider is a local council, the Provider must, for the duration of the contract, satisfy the eligibility conditions for exercising the General Power of Competence. If it fails to do so, the Council can terminate the contract.
Provision of library and OSS services (clause 8)	The principal obligation on the Provider is to deliver the library and Information Service (referred to in the contract as "the Services") in accordance with the Specification at Schedule 1 of the contract. The Specification in turn requires the Provider to deliver the service in line with the agreed procedures in the Information Manual. It is very important that potential Providers review the Specification and Information Manual to ensure they are capable of delivering

Agreement for the provision of Library and Information Service – Heads of Terms

<b>Topic</b>	<b>Proposed position</b>
	<p>the Services as set out in those documents.</p>
<p>Financial Assistance (clause 22)</p>	<p>As set out in briefing notes issued by the Council (available on request), funding may be available to the Provider to support the devolution of One Stop Shops (now known as Information Services) and libraries.</p> <p>If the Council has agreed to provide funding to the Provider, this clause (together with Schedule 2) will set out the terms applicable to the funding, in particular the fact that the funding can be clawed back by the Council if the Provider breaches the contract.</p>
<p>Provider default (clause 10)</p>	<p>If the Provider breaches the conditions of contract and this materially and adversely affects delivery of the Services it must remedy the breach in accordance with a plan agreed by the parties. If it fails to do so the Council can terminate the contract.</p> <p>The Provider has a six-month 'grace period' at the start of the contract in which breaches which can be remedied by the Provider may be remedied within timescales determined by the Provider (the Council cannot issue a Default Notice during this time). The Council can still terminate within the grace period if the Provider's breach is not one which it is possible remedy.</p>
<p>Step-in (clause 11)</p>	<p>The Council can take any action it requires (including accessing the library or Information Service building) if necessary because of an emergency or other significant and/or urgent event.</p>
<p>Obligations of the Council (clause 12)</p>	<p>The Council will provide the following free of charge:</p> <ul style="list-style-type: none"> <li>• ICT Helpdesk by telephone and online Monday to Friday 07:30 to 18:30</li> <li>• Cash collection via G4S Security from Face to Face counters and library kiosks.</li> </ul>

Agreement for the provision of Library and Information Service – Heads of Terms

<b>Topic</b>	<b>Proposed position</b>
	<p>In addition, the Council will have the responsibilities set out in the Specification at Schedule 1 (as noted above, it is important the prospective Providers read the Specification thoroughly).</p> <p>The Council will provide, subject to payment of a charge, other ancillary services that the Provider requests, e.g. Payroll Processing, HR Administration, Invoice Processing, HR and Employment advice, Accountancy and pensions advice, marketing and design.</p>
Use of ICT Systems (clause 13)	<p>The Council will provide all software and hardware (including public access computers, staff computers, telephones, and self-service kiosks). This will be provided free of charge, however excessive use will incur charges.</p> <p>The Provider must comply with the Council's ICT terms of use and security requirements and must give the Council access at all times to the building so that the Council can access the ICT equipment.</p>
Use of Stock (clause 14)	<p>The Council will manage the library stock in accordance with its Stock Management Policy. The Provider is entitled to sell withdrawn stock.</p>
Assets (clauses 15-17)	<p>The Parties will agree a register of the assets that are transferring to the Provider (the Transferring Assets) or which are being retained by the Council and licensed to the Provider to use (Use Assets). The Asset Register must be maintained by the Provider. The initial Asset Register will be at Schedule 4 of the contract.</p>

Agreement for the provision of Library and Information Service – Heads of Terms

<b>Topic</b>	<b>Proposed position</b>
	<p>The Provider must keep the Use Assets in the condition they were in at the start of the contract, subject to fair wear and tear; the Council is responsible for replacing the Use Assets as required (subject to budget constraints).</p> <p>The Provider is responsible for repairing and replacing the Transferring Assets.</p> <p>On the expiry of the contract or earlier termination the Use Assets are returned to the Council and the Transferring Assets must be offered to the Council for a nominal sum (£1).</p>
Supplier Contracts (clause 18)	The Provider must make all arrangements with suppliers for goods and services which it requires in order to deliver the Services.
Cash collection (clause 21)	The Provider is responsible for ensuring the security of cash it receives from members of the public (e.g. payments as part of the Information Service, or library fines). It must obtain insurance for loss or theft of cash up to £2,000.
Library Charges (clause 23)	The Council will notify the Provider of the level of library charges and fines each year. The Provider will collect charges and fines as agent for the Council and account to the Council for all charges and fines collected each month. In return, the Council will pay a fee ("the Agent Fee") to the Provider equal to the amount of charges and fines received.
Income (clause 24)	The Provider is entitled to retain all income, including photocopying charges, hiring of rooms, etc.,.
Transfer of staff under TUPE (Schedule 7)	The provisions in Schedule 7 will operate to ensure that the liability for employees will be apportioned fairly between the Council and the Provider both at the beginning of the contract and when it comes to an end. The Council will compensate the Provider for all employment liabilities arising from any act,

Agreement for the provision of Library and Information Service – Heads of Terms

<b>Topic</b>	<b>Proposed position</b>
	<p>fault or omission of the Council in relation to the employees before the date when the Provider takes over delivery of the Services; the Provider will compensate the Council for liabilities arising after it takes over delivery of the Services (this will include any redundancy payments arising due to dismissal of staff after the transfer date).</p> <p>The contract also requires the Provider to provide the required workforce information to any new provider who may be appointed when the contract comes to an end. This is important to ensure the smooth transfer of the Services.</p>
Pensions (Schedule 7)	<p>The position in respect of pensions is as follows:</p> <ul style="list-style-type: none"> <li>• any historic deficit in respect of employees transferred to the Provider will be fully funded by the Council;</li> <li>• the Provider will take the risk of any future deficit;</li> <li>• if the Provider is a local council, the contribution rate will be the pooled rate for town/parish councils. This is slightly higher than the Council's and may increase next year with the new valuation. The local council will not be required to obtain a bond in respect of pension liabilities.</li> <li>• if the Provider is not a local council it will be required to enter into an Admission Agreement with the pension authority and a bond may be required (the amount of the bond will be determined by the fund actuary).</li> </ul>
Personnel (clause 27)	<p>The Provider must ensure that all personnel (defined as including volunteers as well as paid staff) must accept all Council policies relating to the use of ICT systems. These policies will be made available via metacompliance.</p>
Reporting and review meetings	<p>The parties will meet on a monthly basis in the first year of the contract and</p>

Agreement for the provision of Library and Information Service – Heads of Terms

<b>Topic</b>	<b>Proposed position</b>
(clause 30)	<p>quarterly thereafter. At the meetings the Parties will discuss delivery of the services; in addition, there will be an annual meeting to agree the strategy for the following year.</p> <p>The Provider will be required to submit monthly performance reports to the Council.</p>
Audit (clause 32)	<p>The Provider must keep records for six years after the end of the contract and must make these available for inspection by the Council or its auditors.</p>
Complaints (clause 33)	<p>The Provider must put in place a mutually agreeable complaints policy and must ensure that users of the library and Information Service are aware of how to make complaints.</p>
Change control (clause 35)	<p>Any change to the contract or to the Services that the Provider is required to deliver will be dealt with using the procedure set out in Schedule 5. The Council is not required to agree changes proposed by the Provider.</p>
Sub-contracting (clause 37)	<p>The Provider is free to enter into contracts with sub-contractors.</p>
Liability (clause 38)	<p>Each Parties' total liability for breach of contract or negligence is limited to an amount determined by multiplying the number of contract years by £100,000. For example, if the contract is for five years without any extension, the liability cap applicable to each Party is £500,000.</p> <p>The cap does not apply to the obligations in clauses 28 (Safeguarding), 41 (Breach of Security), 42 (Data Protection), 43 (Freedom of Information), 44 (Confidentiality) and 45 (Intellectual Property) or Schedule 7 (TUPE and pensions), for which liability is unlimited.</p>

Agreement for the provision of Library and Information Service – Heads of Terms

<b>Topic</b>	<b>Proposed position</b>
Insurance (clause 39)	<p>The Provider must put in place the following insurances:</p> <ul style="list-style-type: none"> <li>• public liability insurance (£5,000,000);</li> <li>• employer's liability insurance (at the level set by statute);</li> <li>• loss or theft of cash (£2,000);</li> <li>• any insurance required under the terms of the lease (if applicable);</li> <li>• any other insurance the Council requires from time to time.</li> </ul>
Council Data (clause 40)	<p>The Provider must ensure appropriate measures are taken to prevent against accidental or non-accidental loss of Council data (including electronic and hard copy data). The Provider will not be liable for breach of this obligation to the extent that the loss or damage is due to the Council.</p>
Protection of personal data (clause 42)	<p>The Provider must comply with the Council's standard clause relating to the protection of personal data (i.e. data from which an individual can be identified).</p>
Freedom of Information requests (clause 43)	<p>If the Provider is a local council it will but subject to the obligations in the Freedom of Information Act 2000. In these circumstances each party will assist the other in complying with the obligations under the Act.</p> <p>If the Provider is not a local council it will assist and co-operate with the Council to enable the Council to comply with its obligations under the Act.</p>
Publicity and Communications (clause 46)	<p>The Provider must consult with the Council before making press announcements about the library or Information Service and must comply with any communications strategy agreed with the Council.</p> <p>The Provider must acknowledge in written materials and public announcements</p>

Agreement for the provision of Library and Information Service – Heads of Terms

<b>Topic</b>	<b>Proposed position</b>
	<p>that the Services are being delivered on behalf of the Council.</p> <p>Where relevant/requested by the Council, the Provider must use the Council's name and logo and, when doing so, must comply with the Council's branding guidelines.</p>
Termination for breach (clause 47)	<p>The Council is entitled to terminate the contract with immediate effect in the circumstances set out in this clause, including where the Provider has failed to remedy a breach of contract.</p> <p>Where termination is due to a fault on the part of the Provider, the Council can recover all costs it incurs from the Provider (including the cost of finding a replacement provider to deliver the library and Information Service).</p>
Exit (clause 49)	<p>Prior to the expiry or earlier termination of the contract, the Provider and the Council must jointly agree a plan for managing the transition of the services back to the Council or to a replacement provider at the end of the contract; on exit the Provider must comply with this plan.</p>
Treatment of assets and third party contracts on termination (clauses 50 and 51)	<p>The Council is required to call for all assets and supplier contracts used to deliver the Services to be transferred from the Provider to the Council at the end of the contract so that the Council can resume delivery of the Services.</p>



# Comprehensive Impact Assessment – good example

October 2014

Equality Impact Assessment  
Safeguarding Assessment  
Information Management Assessment  
Community Safety Assessment  
Health, Safety and Wellbeing

A good CIA will take time to write and may need to evolve alongside your policy/project. This is time well spent as CIAs are a way of ensuring and demonstrating that what we are developing or changing is appropriate, transparent and that any risks are addressed as far as possible. The process of writing the CIA can either reassure you that you are aware of and are appropriately addressing all of the impacts or make you realise there is more work to be done! The end result is therefore positive for our customers and colleagues.



## Comprehensive Impact Assessment-good example

<p><b>Assessment being undertaken</b></p>	
<p><b>Directorate:</b></p>	
<p><b>Service:</b></p>	
<p><b>Name of Officer/s completing assessment:</b></p>	<p><b>Share the responsibility...</b></p> <p>Writing a CIA between a few people, or at least getting others involved in initial discussions and/or checking it, is really valuable and can increase its overall effectiveness. Perhaps someone else can think of a potential impact you've missed or suggest how to state more clearly how you've mitigated against a negative impact. It might also help to speed things up if you are able to pool ideas before starting the CIA so that putting it in writing is the easy bit!</p>
<p><b>Date of Assessment:</b></p>	
<p>1. Why are you doing this CIA? – A brief explanation of the reason. Is it for: new/change in policy, procedures, strategy, function, service. (Please refer to the guidance for the definitions)</p>	<p><b>Remember that a CIA will be a public document...</b></p> <p>It is very often the case that authors need to be reminded that the CIA will be a public document by the CIA reviewers. Members of the public know this is how we assess changes and are increasingly asking to see CIAs. So have your audience at the heart of your CIA writing.</p> <p>A CIA needs to be able to <b>stand alone</b>. It is good to start writing a CIA by thinking about the reader as someone who knows very little about the subject and consider the following:</p>

		<ul style="list-style-type: none"> <li>• <b>Avoid acronyms</b> – if using them, write them out in full on first use but they are best avoided altogether! Sometimes an acronym written in full on this page can be forgotten by the time the reader reaches the last page...</li> <li>• <b>Don't assume any knowledge</b> – put your policy/project into context and put enough information to allow the reader to understand what you are doing without having to do additional research. However...</li> <li>• <b>Signposting</b> to associated documents/information is helpful and can mean that you don't overload on information – this may be a difficult balancing act but it is important!</li> </ul>
2.	<p>What are the aims, objectives, outcomes, purpose of the policy, service change, function that you are assessing?</p>	<p><b>Remember your audience...</b></p> <p>Give enough information so that the reader can easily understand what you are doing and why you are doing it but don't overload them with lots of technical details.</p> <p><b>Put things into context...</b></p> <p>Even if you don't know exact dates, some idea of a <b>timeline</b> is really helpful. Is there an overall target date? Are there statutory dates affecting your policy or project? Is it happening alongside/affected by other policies/projects?</p> <p><b>Talk about what you don't know as much as what you do...</b></p>

		<p>CIA's are done at different stages in policy development or projects and will be of varying size and scope. Some CIA's may lead to a number of other CIA's on specific areas of the policy or project. CIA's are best started as early as possible and developed alongside your work – and used to inform it – but that means that sometimes you will be submitting a CIA that is light on detail! So if that's the case and there is a genuine reason for this, explain it very clearly in the CIA. Tell the reader which areas will be subject to more work and when. Also say if you are only doing a CIA on a particular part of your project – such as on staff changes as opposed to the effect this will have on customers, which will be subject to a separate CIA.</p>
<p>3.</p>	<p>Who implements or delivers the above? State if this is undertaken by more than one team, service, and department including any external partners.</p>	<p><b>A list is good here...</b></p> <p>Remember the layperson... put service/directorate titles in full and if necessary put them in the context of the wider Council. If necessary, explain whether the 'who' is internal or external, public or private etc.</p> <p>Perhaps there will be two lists – such as those that are responsible for implementing the policy and those that also contribute to delivering it such as front line staff.</p>
<p>4.</p>	<p><b>Equality and Diversity</b> - Who will be affected by this proposal? Is the proposal likely to result in positive or negative impacts/risks? If so what are they? What plans do you have in place, or are developing, that will mitigate the likely identified negative impacts/risks?</p>	<p><b>The best CIA's provide adequate detail in an easy to read format...</b></p> <p>Bullet points and headings really help, particularly in these impact sections.</p> <p>This is particularly true if you are considering impacts on different groups of people and under different categories – such as the Protected Characteristics. When looking at the Equality and Diversity section, the reader will be looking</p>

5.	<p><b>Safeguarding</b> - Who will be affected by this proposal? Is the proposal likely to result in positive or negative impacts/risks? If so what are they? What plans do you have in place, or are developing, that will mitigate the likely identified negative impacts/risks?</p>	<p>at whether you've considered all of the Protected Characteristics – including the additional Cornwall characteristics – so it's easier for them to assess this if you use headings and add the detail to these – and better if you say where there are no perceived impacts for a particular characteristic rather than the reader having to wonder if you've considered it or assuming you haven't.</p> <p>Similarly, it is much easier when positive/negative impacts are split and clearly defined, under each group of affected people if necessary.</p>
6.	<p><b>Information Management</b> – What type of information will be required to deliver this proposal? Is the proposal likely to result in increased risks to the information? If so, what are they? What plans do you have in place, or are developing, that will mitigate the likely identified negative impacts/risks?</p>	<p><b>Readers get suspicious if there are no negative impacts mentioned...</b></p> <p>If there genuinely aren't any negative impacts under a certain heading, then tell the reader that there aren't and explain why, if possible. But first consider if there may be <i>perceived</i> negative impacts or <i>potential</i> negative impacts – you may have mitigations in place already but you need to demonstrate that you have identified the impacts and acted on them already.</p> <p>What if your policy/project etc. doesn't work or doesn't get approval? Could there be negative impacts then?</p>
7.	<p><b>Community Safety/Crime and Disorder</b> - Who will be affected by this proposal? Is the proposal likely to result in positive or negative impacts/risks? If so what are they? What plans do you have in place, or are developing, that will mitigate the likely identified negative impacts/risks?</p>	<p>Don't automatically assume that there won't be any negative impacts – assume there are and try to identify them. Think beyond the obvious – your policy might not directly impact a provision for older people but do you know that they will understand that? Is there a risk that they won't understand the changes and may need help with written information in different formats or delivered in a specific way?</p> <p>There is a lot to consider here – make sure you read the guidance and be thorough – headings will help you to make sure you've not only considered</p>

8.	<p><b>Health, Safety and Wellbeing</b> - Who will be affected by this proposal? Is the proposal likely to result in positive or negative impacts/risks arising from: Individual lifestyles, social and community influences, living, working and economic conditions, access to or quality of services or any other direct or indirect effects on health, safety and well-being? If so what are they? What plans do you have in place, or are developing, that will mitigate the likely identified negative impacts/risks?</p>	<p>the necessary areas but also made it clear to the CIA reader that you have considered them.</p> <p><b>Avoid duplication...</b></p> <p>The impacts identified in the Equality and Diversity section and the Health, Safety and Wellbeing section, for example, often seem to crossover in CIAs – so be aware of this and try to separate out the groups you are considering, think about if you are using the correct section for the information and if necessary, refer to information already in other sections.</p>
9.	<p>Have the impacts identified in Questions 4 to 8 been assessed using up to date and reliable evidence and data? Please provide a link to the evidence/data or state what the evidence/data is. The <u>data</u> and <u>research</u> page on the intranet is a useful resource.</p> <p>Do you need to engage or consult with any representative group/s?</p> <p>Are our staff affected? Have the</p>	<p><b>Demonstrating that you've done careful research is essential...</b></p> <p>Your evidence and data will support your assessment of the risks and the appropriateness of your mitigations.</p> <p>Describe any consultation and how it has informed your policy/project – dates and details – or describe future planned consultation.</p>

	<p>unions or staff forums been involved? If not do they need to be?</p>	
10.	<p>What plans do you have in place to monitor the impact of the proposals once they have been implemented? The full impact of the policy/decision may only be known after the proposals have been implemented.</p>	<p><b>Another opportunity for a list...</b></p> <p>Review meetings? Update reports? When? Future consultations?</p> <p>Don't forget to say who will be responsible for the above.</p>
11.	<p>Are there other implications not covered by this CIA that need to be considered? These can include: staffing, procurement and contracts, property, climate change, transport, waste and economy. If yes then please explain.</p> <p>Refer to the <u>Committee Report Template Guidance</u> page for further information.</p>	<p><b>Strength in numbers...</b></p> <p>This is where group work on the CIA might be really useful – perhaps team members with specific areas of knowledge or interest can suggest potential impacts that you may not have considered.</p>

Highest Risk Score	What course of action does this CIA suggest you take? More than one of the following may apply. Please state the Residual Risk score. (Refer to the CIA Guidance regarding Risk Management)
	<b>Outcome 1 - Green: No change required.</b> The CIA has not identified any potential for adverse impact or risk. (Residual risk score of 6 or less)
	<b>Outcome 2 - Amber: Continue with the proposal but mitigate the identified risk/s.</b> Despite the potential of an adverse risk/impact continue but make sure you have suitable mitigation plans in place to manage and monitor the risk or impact. (Residual risk score of 8 to 16)
	<b>Outcome 3 - Red: Stop and rethink. The risk and or impacts may not be acceptable even with mitigation. (Residual risk score of 20+)</b>

<p><b>Summary of this CIA (Copy and paste into the report template)</b></p> <ul style="list-style-type: none"> <li>• What are the key risks/impacts – both positive and negative?</li> <li>• Are there any groups affected more than others?</li> <li>• What were the identified risks and their mitigation?</li> <li>• Do you consider that the identified risks are cumulative? If yes make this clear in the Summary.</li> <li>• What course of action are you advising as a result of this CIA?</li> </ul>	
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**Remember that this is a summary of what's gone before – there should be no surprises here!**

This section is really important as you might need to cut and paste it into a Committee report. It needs to be clear and concise and provide a summary of what's in the main body of the CIA – not provide new information! Sometimes the level of detail you find yourself providing in the summary would have been useful in the main body – so think about whether you are summarising or actually providing information in a format that might work well in the main part of the CIA.

**REPORT FOR: Amenities Committee Meeting of 7<sup>th</sup> November 2016**

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**1.0 SUBJECT OF REPORT: Proposal of Uniform for Grounds Team Employees**

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**2.0 SUMMARY OF IMPLICATIONS**

- a. Policy - No
- b. Financial - Yes
- c. Legal - No

**3.0 TERMS OF REFERENCE**

3.1 To advise of the potential benefits, options and cost implications of RTC's Grounds Team being allocated a uniform.

**4.0 REPORT**

**4.1 Uniform Proposal Part 2**

4.2 As of week ending 4<sup>th</sup> November 2016 RTC's Grounds Team will be required to wear branded t-shirts and sweatshirts during working hours. As previously discussed this primarily serves two purposes.

- a. To ensure appropriate wear for employees (PPE is recognised as a separate subject matter and are non-negotiable items)
- b. To ensure we are visible within the community

4.3 In addition to the previously approved uniform working trousers have been sourced for the Grounds Team. Also many different brands and styles have been investigated the final trouser is Dickies Black Super Work Trousers, coded: WD884

4.4



4.5 Quotes and suppliers have been sourced for unbranded trousers as part of the Grounds Team uniform.

4.6 The final costings for a total of 9 pairs of the above trousers are £115.92 + VAT with a 7 – 10 day lead time.

5.0 **CONCLUSION**

5.1 Introduction of this addition to our uniform will help to ensure our professionalism is projected through our employees via our brand. It will further illustrate the value we intrust within the Grounds Team. I feel this identified trouser is the hardest wearing, flexible and appropriate and fit for purpose, it has also been sourced at the most competitive cost.

6.0 **RECOMMENDATIONS**

6.1 It is recommended this committee considers the report and approves:

- a. The authority to proceed with the procurement of workwear trousers as outlined in this report at the quantities stated.

Stephanie Hoare  
Facilities and Contracts Manager

**Budget 2017-18  
Amenities Committee Budgets  
(Proposed)**

	Budget 2016-2017	Budget 2017-2018	Diff	Notes
<b>Amenities Committee</b>				
<b>202</b>				
<b>Section 137 Floral Displays</b>				
4306	15600	<b>14000</b>	-1600	Based on actuals
<b>210 Other Services</b>				
4517	5000	6500	1500	£17k in EMR (£6k towards this year) + £4k income
4518	0	0	0	£4377 in EMR
4519	0	0	0	C/F existing budget of £1200
4520	5500	5000	-500	Based on actual + 2%
4613	1440	1440	0	Actual
4703	500	1100	600	Maint + Winding Contract
4704	5000	5000	0	Remain the same
4712	2500	2500	0	Difficult to predict with fuel prices
4713	1750	1250	-500	Difficult to predict with fuel prices
	21690	<b>22790</b>	1100	
<b>301 The Chamber</b>				
4209	5200	7500	2300	Now includes for vehicles and allowance made for CCTV
4601	9000	8710	-290	Based on new figures
4602	4100	4100	0	Based on actuals + 2%
4603	3000	1000	-2000	Based on actuals + 2%
4604	4000	4000	0	Based on actuals + 2%
4605	800	800	0	Actuals
4606	400	400	0	Actuals
4607	300	450	150	Increase use of building

4610	Building Maintenance	2000	2000	0	Remain same
4611	Air Conditioning	750	750	0	Actuals
4615	Hygiene Contracts	350	350	0	Actuals
4616	Security Systems	330	330	0	Actuals
		30230	<b>30390</b>	160	
<b>305</b>	<b><u>St Rumons Gardens</u></b>				
4603	Water	80	80	0	Actuals
4604	Electricity	300	300	0	Actuals
4608	St Rumons Maintenance	0	0	0	£2102 in EMR
		380	<b>380</b>	0	
<b>320</b>	<b><u>Capital Expenditure</u></b>				
4502	Grounds Equipment	1000	10000	9000	Equipment for new areas
4510	Vehicles	10700	10300	-400	Actuals
		11700	<b>20300</b>	8600	
<b>NEW</b>	<b><u>Library Service</u></b>				
4101	Staff Costs	0	66588	66588	Does it include NIC & Pensions
460?	Building Costs	0	46375	46375	Are we including all
4610	Maintenance Backlog	0	25000	25000	What have they done
			<b>137963</b>	137963	
<b>New</b>	<b><u>Public Open Space</u></b>				
New	POS Maint Contract (EEPF)	0	1400	1400	Maint contract for EEPF
New	POS Maint Contract (PAG)	0	255	255	Inspection contract for PAG
New	POS Equipment	0	3000	3000	Build up for equipment - £1k in EMR
New	POS Maint (Equipment)	0	1000	1000	Maint of equipment
New	Signage	0	500	500	To cover new areas
4507	Bus Shelters	0	2000	2000	EMR virtually 0, so build up again/cover maint
			<b>8155</b>	8155	
<b>NEW</b>	<b><u>Market Way</u></b>				
4601	NDBR	0	8640	8640	For empty units (50%)
4601	NDBR Office etc	0	1587	1587	Office etc

New	Maint	0	0	Included in borrowing request
New	Insurance	0	1000	Building Insurance
New	Utilities	0	500	For public areas - monies in EMR if greater
			<b>11727</b>	

**999 Ear Marked Reserves**

4929	Transition	0	0	Suggest use CTSG
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<b>79600</b>	<b>Budget Required</b>	<b>245705</b>	<b>166105</b>	<b>Budget increase without library costs</b>
			<b>28142</b>	