

**MINUTES OF A MEETING OF THE POLICY AND RESOURCES COMMITTEE HELD
ON TUESDAY 17th AUGUST 2021 AT 7.30PM AT THE TOWN HALL, MARKET
SQUARE, HIGHAM FERRERS.**

PRESENT:

Cllr Mrs T Reavey (Chairman)
Cllr Mrs P Whiting
Cllr B Prigmore
Cllr P Tomas
Cllr Mrs A Gardner
Cllr C O'Rourke
Cllr H L Jackson (substitute for Cllr AMT Reading)
Mrs S J Mitcham (Town Clerk)

IN ATTENDANCE: Cllr G Salmon

1. **APOLOGIES**
Cllr AMT Reading.
2. **DECLARATIONS OF INTEREST**
None
3. **MINUTES**
RESOLVED:
That the Minutes of the meeting of the Policy and Resources Committee held on 22nd June 2021 be signed as a true and correct record.
4. **PUBLIC FORUM (15 minutes)**
No public present,
5. **REVIEW OF POLICIES**
 - 5.1. **Flag Flying Policy.**
RESOLVED TO RECOMMEND
That the Flag Flying Policy be amended as follows:-. Add Birthday of Duchess of Cambridge 9th January and remove Duke of Edinburgh Birthday.
 - 5.2. **Graffiti Policy.**
RESOLVED TO RECOMMEND
That the Graffiti policy be amended as follows:- Amend reference to East Northants Council to North Northants Council.
 - 5.3. **Media Policy, Memorial Safety Policy, PAT Policy and Grant Aid Policy**
RESOLVED TO RECOMMEND:
That the Media Policy, Memorial Safety Policy, PAT Policy and Grant Aid Policy be reviewed without change.
6. **DISCIPLINARY AND GRIEVANCE POLICIES**
RESOLVED TO RECOMMEND:
That the revised draft Disciplinary and Grievance Policies be adopted.

7. **BUSINESS/FORWARD PLAN**

A report had been circulated to which the Clerk added the following verbal updates:-

Cemetery – The contractor is liaising with the Duchy of Lancaster over access to potential sites.

Town Green – The site has been inspected and it appeared to not be currently grazed grass and the manure heap was reducing. So that the Council can access to maintain, quotes are being obtained to remove a section of hedge and put in a farm gate.

RESOLVED:

That the circulated report be received and noted.

8. **GROUNDS MAINTENANCE CONSORTIUM**

There was a long discussion around potential scenarios and the disappointment with North Northants at the lack of urgency on the matter and also the standard of work.

Potential Options were:-

- Extension of current contract. As the contract was already in an extension period, NNC had indicated this was unlikely.
- Continue as part of consortium led by NNC.
- Be part of a consortium led by one of the towns.
- Investigate whether it was possible under procurement rules to join into the contract held by Rushden Town Council.
- Procure a contract just for Higham Ferrers.

RESOLVED:

That the Clerk contact North Northants Council to:-

1. Chase a definite response re the potential to extend the contract. Deadline for response 1st September.
2. Issue deadline of the end of September for North Northants to formally confirm they will continue to be part of the consortium and lead it.

RESOLVED TO RECOMMEND:

That the following scenarios were the preference of the Council in respect of the Grounds Maintenance Contract.

1. Contract extension for up to 1 year.
2. To continue to be part of the consortium led by North Northants.
3. To be part of consortium with Raunds, Irthlingborough and Stanwick led by one of the Councils.

9. **ITEMS TO REPORT**

None.

10. **DATE OF NEXT MEETING.**

12th October 2021

Chairman

REVIEW OF POLICIES

Policy and Resources Committee

12th October 2021

The policies listed below are due for annual review.

- Complaints Procedure- Change reference to East Northamptonshire Council to North Northamptonshire Council.
- Unreasonable Complainant Behaviour- No changes required
- Investment Strategy- No changes required
- Social Media Policy- Change references to Northamptonshire County Council to North Northamptonshire Council.
- Whistleblowing Policy – No changes required
- Tree Management Policy- See proposed changes attached.

TREE PLANTING- DRAFT

Trees are a highly valued feature of Higham Ferrers, they make an enormous contribution to the character and beauty of the town landscape and create and maintain environments rich in biodiversity. Higham Ferrers Town Council values its trees and recognises both the human and environmental benefits of having a healthy and sustainable tree population.

- Annual Tree Safety Surveys will be carried out on all trees owned and maintained by the Town Council. The surveys will be undertaken by an approved arboriculture contractor, and the Council will follow any recommendations from the reports to ensure the Council maintains a safe and healthy tree stock;
- The Town Council will aim to plant other native trees and some non-native species may be planted in suitable locations to enhance the horticultural and visual element of the town's parks and open spaces.
- Greater use of semi-mature planting in urban areas and green spaces will provide instant visual impact and is far more resistant to trimmer damage, drought, disease and vandalism;
- In all new tree planting schemes the Town Council will seek to establish the "right tree in the right place" and to ensure that newly planted trees have a long life-expectancy and can survive future environmental conditions brought on by climate change, such as hotter, drier summers and wetter, milder winters;
- The Town Council will increase the resilience of our trees by planting a mixture of species rather than having too many of the same tree in any one location, due to an increased risk of loss of one or more species of tree to pests, disease or other environmental factors;
- Where trees are removed from land that is owned or managed by the Town Council, replacement planting will be carried out where possible; Factors in species selection such as tolerance to anticipated climate change, existing soil conditions and existing site constraints will be considered and arboricultural advice sought prior to planting new trees. Where direct geographical replacement can't be achieved, trees will be planted in the nearest open space where permission for planting can be granted. Replacement trees will generally be of a 'standard' nursery specification, or larger where appropriate
- The Town Council will only purchase trees that are propagated and grown within the UK;
- When tree planting the Town Council will aim to organise community tree planting events to promote community involvement and environmental awareness;
- To avoid damage to underground or overhead services from trees, the Town Council will consult with utilities companies and other authorities who may have services installed nearby before commencing planting.

**Business/Forward Plan
October 2021**

	2019												2020												2021														
Short/Medium Term	Q	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Cemetery Land/Allotments	Waiting for Duchy to agree to access land for testing. Council agreed to support private bill for reuse of graves if proceeds																																						
Castle Fields	Management Plan and Improvements. Postpone start to 2021																																						
Events Inc Christmas Sparkle	Date agreed 20th November. Jubilee June 2022																																						
Charters	Audio heritage trail launched 3 year project of education and promotion elements. Due to finish Autumn 2021																																						
Common Land at Mallard Close/Glebe Farm-	Use as Village Green being promoted. Review needed																																						
Community Building	Agreed Sep 2021 to go to next stage																																						
Grounds Maintenance Contract Review	Proposal to continue as at present so NNC will lead tender process. Clerk reviewing specs																																						
Induction of new councillors	ongoing																																						
Co-op Bus Lay By	TC agreed to not lead due to cost. Layby to be closed on a temporary basis for social distancing. Meeting held with NNC. Design options to be drafted.																																						
Toilets Refurbishment	Reserve of £15900 held. Scope of works to be drawn up. Meeting with possible contractor 20/10																																						
Environmental Policy and Implementation	After discussion with Leader this will be deferred until post elections, Leave as part of Bus Plan review																																						
Review of Community Plan																																							
Review of Neighbourhood Plan																																							
Community Room - Midland Rd	Council agreed. Lease signed.																																						
Supporting Businesses	Ongoing.																																						
Review of street furniture condition & plan maintenance																																							
Riverside Park Maintenance Plan	Plan presented to Env and Rec in Sep. First stage being costed																																						
MEDIUM TERM																																							
Villa Rise Resurfacing																																							
Other Open Space Review and plan																																							
Heritage Centre. Cemetery Chapel	Suggest this is looked at as part of forward plan.																																						
Greenway Maintenance	Work with NNC																																						

COMMUNITY ROOM
TERMS AND CONDITIONS OF HIRE AND HIRE FEES
Policy and Resources Committee
12th October 2021

PURPOSE

To agree terms and conditions for hire of community room including hire fees.

DETAILS

Attached are draft terms and conditions based on those for the pavilion. These include proposed hire charges. The building is available Monday to Friday 7am to 7pm and Saturday 8am to 4pm. This is as per the planning permission. No Sundays.

The Council needs to consider the actual uses ie do you want parties for under 13s.

We will look to use the lock box on the Town Hall to hold keys if the office is not manned.

Higham Ferrers Town Council

Community Room,

Midland Road

Conditions of Hire

Telephone: - (01933) 312075

E-mail:- info@highamferrers-tc.gov.uk

Please read through these conditions of hire and sign the declaration on the completed booking form returning it to Higham Ferrers Town Council together with full payment or deposit, whichever is appropriate.

Only on receipt of a signed booking form and payment, unless it is confirmed by the office that you will be invoiced, will the hiring be considered as confirmed.

1. Booking

- a) Complete and sign a booking form, stating requirements.
- b) Current scale of charges.
- c) Payments accepted online, by card , cash or cheque.
- d) Cheques to be made payable to 'Higham Ferrers Town Council'

2. Special Conditions

- a) Payment must be made at least four weeks prior to the date of the function, or as soon as the booking form or invoice is received, which ever is appropriate.
- b) Any activities subject to Performing Right Society charges will incur an additional charge of £2.00 per session. This includes any aerobics and dance classes.
- c) All rubbish produced shall be cleared and taken off the premises by the hirer at the end of the event.
- d) When a hirer enquires the availability of the venue and requests to reserve a specific date, the Council will provisionally hold the date for 14 days from the date of enquiry. If the office has not received a booking form and payment within this time, the reservation will be cancelled.

3. Cancellations

- a) All cancellations **MUST** be confirmed by the Council Offices.
- b) Notice of cancellations for regular users **MUST** be made **14** days or more from the date wishing to cancel to avoid being charged the full amount of the booking.
- c) Regular users **MUST** call the Council Offices if you are unable to attend your booked session as soon as possible.
- d) Notice of cancellations for private events **MUST** be received in writing.
- e) Cancellations of private events, even if an alternative booking is made, is charged as follows: (dependant on time of booking)

More than 56 days (eight weeks) notice =	25% of hire charge
Less than 56 days (eight weeks) notice =	50% of hire charge
Less than 14 days (two weeks) notice =	Full hire charge.

The Council reserves the right to cancel any letting at any time should the use of the premises be required in any emergency or is in such condition as to be unsuitable.

The Council will endeavour to give reasonable notice of any cancellation and, in such an event, any fees paid by the Hirer will be refunded. However the Council shall not be liable to pay any compensation to any person in respect of any such cancellation.

4. Responsibilities

The Hirer is responsible for:-

- a) Preservation of order during functions.
- b) When The Hirer has been informed of all Health & Safety and Fire Regulation issues, they are then responsible to briefing their own guests.
- c) All damage caused to the Community Room, furniture, fittings, wall and floor furnishings or other property of the Council during the period of or otherwise arising out of the hire of the premises, and the expense of making good.
- d) For any injuries to children or damage caused by them throughout the period of hire.
- e) For all claims, damages and expenses howsoever arising from his/her negligence either out of or in consequence of the hiring. In this instance it is advisable for the Hirer to insure against such negligence.
- f) Obligations required and charges incurred by the Performing Right Society and any other Licence obligations such as fire safety, number of people attending, etc.
- g) Purchasing a Temporary Event Notice if hiring for functions that involve selling alcohol or playing music. Please check with the Town Council if unsure.

5. Bar, Catering & Entertainment:

- a) The Town Council **DOES NOT** hold a Public Entertainment License.
- b) Hirers who wish to **sell** alcohol or play music at the Community Room during the period of hire shall be responsible for obtaining a Temporary Event Notice (TEN) from North Northants Council.
- c) Hirers are to arrange for their own publican, who must hold a licence.
- d) The Event Notice must be obtained with 10 clear working days **BETWEEN** the day **AFTER** the purchase of the licence and the day **BEFORE** the event in order to be able to sell the alcohol.
- e) A copy of the notice **MUST** be sent to the police and two copies are to be sent to the Local Authorities. Once a stamped copy has been returned to the hirer, **a copy of this MUST be sent to the Council Offices as proof for our records.**
- f) The person who has obtained the notice will be solely responsible for any disturbances or events which involve the police or other local authorities to be called out.
- g) The hirer will need to bring their notice to the function in case of any such activity.
- h) For further information in obtaining this notice please contact North Northants Council
- i) For all functions that are not selling alcohol, the notice is not required.

Higham Ferrers Town Council shall be absolved from any liability in connection with licensing and selling of alcohol.

6. General Conditions

- a) Higham Ferrers Town Council reserves the right to cancel or refuse any booking.
- b) Smoking is prohibited throughout the building.
- c) Hirers will must be aware of the location of Fire Escapes, Fire Extinguishers and capacity allowances for the Community Room and make sure their guests are informed. All information is shown on the map supplied.
- d) The hirer shall leave the premises in a clean and tidy condition; all rubbish to be collected and taken off the premises and all furniture returned to original place.
- e) The hirer shall ensure that gangways and doors permitting exit are unobstructed at all times and that emergency exit signs are illuminated.
- f) In the event of a booking overrunning the agreed hire period, the hirer will be charged the hourly rate for every 15 minutes exceeding their time. Hirers who do run over will be invoiced at the end of the month for any additional time. Hirers are advised that this condition will be rigidly applied.
- g) Times of bookings will need to include all setting up and clearing away as necessary with the earliest time for any booking being 8:30am and the latest finishing time for booking being 7pm. Saturdays 8.30am to 4pm. No hires on Sundays or Bank Holidays.
- h) By special arrangement and irrespective of the actual period of hire, bookings can be accommodated prior to 8:30am subject to payment of an additional hourly rate.
- i) Bookings starting before 8:30am will be charged double the hourly rate.
- j) Should the hirer know before the date required that they wish to vacate the facilities hired earlier than the time stated on the booking form, the office at The Town Hall must be notified in person, by phone or letter as soon as possible.
- k) Should the hirer on the day vacate the facilities hired earlier than the time stated on the booking, the office at The Hall must be notified in person, by phone or letter as soon as possible.
- l) In instances k and l above it will be at the discretion of the Town Council if any refunds will be made.
- m) Public entertainment will only be permitted between the hours of 9:00am and 7pm.
- n) **WARNING:** All sound, lighting and display equipment must be used only from the RCD protected sockets provided. If faulty electrical equipment is used resulting in the call out of an electrician, the charge will be made to the Hirer.
- o) These regulations are not intended to inhibit reasonable use of the Community Room by the public but Hirers are asked to note responsibility for the law and order at all times during the period of letting.
- p) Please do not hesitate to contact the office to arrange a viewing of the Community Room in order to help decide your requirements.
- q) There is no parking by the Community Room.
- r) Any licence or permission required by any statute, regulation or bylaw in relation to the proposed use of the building is the responsibility of the Hirer.

- s) The Hirer is not permitted to charge admittance to any function, unless previously agreed with Higham Ferrers Town Council.
- t) Throughout the period of hire the Hirer must not act in a way, which will cause neither, a nuisance to others nor which will prejudice Higham Ferrers Town Council in any way.
- u) The Hirer will indemnify the Higham Ferrers Town Council against any claim whatsoever arising out the Hirer's use of the premises.
- v) An Indemnity Fee of £50.00 will be required as a deposit upon application for any booking at the Community Room. This will be waived for Community Groups at the discretion of the Town Clerk. The Indemnity deposit will be refunded within 21 days of the hire. **A deduction may be made from the Indemnity deposit if any damage is caused to the premises, or if Higham Ferrers Town Council is required to carry out exceptional cleaning (e.g. wine stains on carpets, etc.)**

7. Categories of Hire Explained

Commercial:- Any hirer using the facility for profitable gain which includes charging admittance and any commercial gain.

Charity:- The hirer must be a registered charity with a charity number provided by the Charity Commission. Please include this number when filling in the booking form in order to use this rate.

Community:- Any group or organisation which benefits the residents or community of Higham Ferrers and that **does not include** a profitable gain.

Under 13's Birthday Party:- Hirer must be over 21 with the party being supervised at all times by responsible adults.

Private Function or Party:- For example: Weddings, Birthday Parties, Funeral Gatherings, etc that may or may not include alcohol.

Please be reminded to sign the declaration on the booking form to say you have read and understood these terms and conditions and to secure your booking.

8. Scale of Charges

Category of Hire	Room Type	Price per Hour (£) (Mondays – Saturdays inclusive)	Price per Hour (£) (Public Bank Holidays)
Commercial	Hall 1	£12.50	£18.75
Charity	Hall 1	£10	£15
Community	Hall 1	£9.50	£14.25
Under 13's Party	Hall 1	£8.50	£12.75
Private Function/Party	Hall 1	£11	£16.50

- a) Kitchen facilities are free of charge.
- b) Bookings of six or more consecutive dates will be allowed a 10% discount of the total hire cost.
- c) Public Bank Holidays are Monday – Saturday charges plus 50%.
- d) Hirers are expected to clean up after themselves and are required to leave facilities in the manner in which they are found. This is to include cleaning up and taking away all rubbish, taking tables down, stacking of chairs and sweeping.
- e) Following a private function / party a cleaning rate of £10.00 per room hired to contract the services of a cleaner can be included in the hire charge. This will be a pre-bookable service that must be indicated on the booking form and is payable at the time of booking.
- f) Setting up and cleaning up times are to be included within the times of booking.
- g) These charges will be subject to an annual review. Charges to hirers will be those in force on the date of the function.
- h) Where functions involve alcohol, music and/or dancing, etc, in addition to the normal hire charges an additional deposit of £150.00 will be required to be paid at the time of booking. Please refer to page 5 for more details. Payment of any deposit will be at the discretion of the Town Clerk.
- i) Where functions involving the selling of alcohol, please refer to section 5 on page 3.
- j) Please refer to page 3 and 4, General Conditions for more information on charges.
- k) Hirers will be required to make full payment for any hiring at the time of the booking, except where a series of consecutive bookings are involved, when payment will be requested by invoice. All invoices are due for payment within 30 days of the date on the invoice.

We thank you for taking the time to read the above terms and conditions and hope you enjoy your use of the Community Room.

HIGHAM FERRERS TOWN COUNCIL

POLICY & RESOURCES COMMITTEE

12th October 2021

GENERAL WASTE SERVICING ARRANGEMENTS

PURPOSE

To consider whether to remain with the current general waste contractor for an agreed further period.

BACKGROUND

In January 2021 the Town Council entered a contract for a 660-litre general waste bin with a fortnightly collection at a cost of £273pa. It was agreed to remain in contract initially for a 12 month period. The contract is a rolling contract requiring 3 months' notice to terminate on the anniversary.

The service is still considered an essential requirement for the council. The contract has a weight limit of 42kg with an excess weight charge of 22p per kg. This excess has been implemented on a couple of occasions to a total of £13.42 to date. Stricter monitoring of this is now taking place with our Park Wardens to reduce excess charging.

The market was tested this time last year and the current contractor provided the best price. The quote comparison from October 2020 is attached. The service agreement does stipulate that the price per unit per annum may be increased on the anniversary by a percentage. Advice regarding any percentage increase on the anniversary has been sought (to follow).

It is recommended the Council remain in this service contract with suggested review period in 3 years.

**HIGHAM FERRERS TOWN COUNCIL
POLICY & RESOURCES COMMITTEE**

13TH OCTOBER 2020

WASTE COLLECTION

PURPOSE

To consider entering a contract for a 660 litre general waste bin with a fortnightly collection.

BACKGROUND

At the last meeting the Committee reviewed the waste collection provision for the litter bins in the play areas and parks, including the Dogs Off Lead Area. A copy of the report from the last meeting is attached.

Cost options were provided to the last meeting for a contracted general waste bin with a weekly or fortnightly collection.

It was resolved at the last meeting that the matter be deferred until the next Policy and Resources Committee meeting to allow further clarification of the figures. The costs provided at the last meeting have been checked with the quoting companies and are correct; it is acknowledged there is a wide range in the quoted contract costs offered.

GENERAL DETAIL

Our current routes for general waste disposal are:

1. Town Hall – use of the weekly orange bag collection service from ENC. Current cost 1 roll of 25 sacks = £86.70
2. Park Wardens: litter picked waste – disposal of the litter picked waste is in the litter bins in the parks and open spaces. These are under contract for emptying with ENC under the Grounds Maintenance contract. the Park Wardens place their litter picked waste in these bins. ENC service the litter bins once a week, aside Saffron Road and Castle Fields which are emptied x3 a week (Monday, Wednesday and Friday).
3. Park Wardens: large volumes of waste – for large volumes of waste, bulky items, or fly tipped waste on our land that cannot be placed in the litter bins, the waste has to be collected by a paid contractor (Steve Pell) and taken for disposal. If there is sufficient waste, there is the option to hire a skip. Current cost £180 to £260 per contracted lorry load or skip (depending upon size)
4. Community Payback volunteer jobs - dealt with in the same way as per the waste collected by the Park Wardens in 2. and 3. above.
5. Also to be noted is that in the summer months the Park Wardens often have to empty the bins where they have become full to overflowing over a weekend when the parks are busy. This extra waste collected has to be stored over the weekend and then arrangement made for its collection on a Monday. At present this is done via goodwill but is not ideal nor sustainable longer term.

To help deal with the above points 2. to 5. it is felt there is a need for a contracted general waste collection. Having a regular contracted service provides greater flexibility and provides an available bin at any time for the staff and Park Wardens for general waste. It will reduce the need for one off costs for skip hire or a contractor to collect and dispose for us. It would also remove the requirement for the weekly orange bag service.

Bin storage locations proposed:-

- In Cemetery Chapel.
- To the rear of the Chapel.
- By the Pavilion, padlocked to railings.

At the last meeting it was put for consideration that the ENC contracted litter bin emptying for the Parks and Open Spaces could be withdrawn in conjunction with a contract for the general waste bin with collection. The points above are considered to demonstrate the need on their own merit for a contract for a general waste bin with collection. If Committee are minded to support the contract proposed it is suggested the ENC contracted litter bin emptying for the Parks and Open Spaces be held in abeyance for consideration as a separate issue at a later date. Withdrawing the ENC contracted litter bin emptying has implications for Park Wardens duties and hours and this requires further analysis.

COST DETAILS

660Litre contracted general waste bin with a fortnightly collection.

Minimum 12 month contract period.

Quote A - £640.96 per annum.

(includes £19.00 per collection. 0.98p per week container rental and £96 per annum for waste transfer note).

Quote B - £325 per annum.

(includes £8 per collection, 0.10p per week container rental, £1.55 per week for waste transfer note).

Quote C - £273 per annum.

(includes £10.50 per collection, free container rental and waste transfer offer)

In order to move waste in the van and trailer from play areas and open spaces to a contracted bin located at the chapel/by the pavilion necessitates an upgrade to a higher tier waste carrier's licence if this hasn't already been approved by Council. Cost for the higher tier is £154. This covers a three period following which it is renewable for the next three year period at a cost of £105.