



**Executive Board Sub Committee**

**Thursday, 25 September 2008 10.00 a.m.  
Marketing Suite, Municipal Building**

A handwritten signature in black ink, appearing to read 'David W R'.

**Chief Executive**

**ITEMS TO BE DEALT WITH  
IN THE PRESENCE OF THE PRESS AND PUBLIC**

**PART 1**

<b>Item</b>	<b>Page No</b>
<b>1. MINUTES</b>	
<b>2. DECLARATION OF INTEREST</b>	
Members are reminded of their responsibility to declare any personal or personal and prejudicial interest which they have in any item of business on the agenda no later than when that item is reached and, with personal and prejudicial interests (subject to certain exceptions in the Code of Conduct for Members), to leave the meeting prior to discussion and voting on the item.	
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<b>(A) ACCEPTANCE OF TENDER CAVENDISH SCHOOL RUNCORN</b>	<b>1 - 3</b>

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<b>PART II</b>	
<p>In this case the Sub Committee has a discretion to exclude the press and public, but in view of the nature of the business to be transacted it is <b>RECOMMENDED</b> that under Section 100(A)(4) of the Local Government Act 1972, having been satisfied that in all the circumstances of the case the public interest in maintaining the exemption outweighs the public interest in disclosing the information, the press and public be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of exempt information as defined in paragraphs 1, 2, 3 and 4 of Part 1 of Schedule 12A of the Act.</p>	
<b>7. COMMUNITY PORTFOLIO</b>	
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**Item**

**Page No**

**(A) DISPOSAL OF FORMER KINGSWAY MEDICAL  
CENTRE, KINGSWAY, WIDNES**

**51 - 55**

***In accordance with the Health and Safety at Work Act the Council is required to notify those attending meetings of the fire evacuation procedures. A copy has previously been circulated to Members and instructions are located in all rooms within the Civic block.***

**REPORT TO:** Executive Board Sub Committee

**DATE** 25 September 2008

**REPORTING OFFICER:** Strategic Director: Corporate and Policy

**SUBJECT:** Acceptance of Tender Cavendish School Runcorn

**WARDS:** Borough-wide

**1. PURPOSE OF REPORT**

- 1.1 The purpose of this report is to inform members that the Strategic Director Corporate and Policy has accepted a tender relating to the extension and remodelling of Cavendish School Runcorn and a contract has been entered into with the successful contractor.

**2. RECOMMENDATION: That**

- 2.1 Members note that the Strategic Director Corporate and Policy has accepted the tender submitted by John Turner Construction Ltd, and a contract has been entered into, with a contract sum of £1,239,218.00**

**3. SUPPORTING INFORMATION**

- 3.1 Tenders were invited from six contractors in a two stage tendering process, designed to ensure that the contractor offering 'best value' was appointed to carry out the project. The first stage entailed the contractors tendering their percentage additions for preliminaries, overheads and profit only against a notionally priced document already prepared for them in order to make a comparison assessment. The contractors invited to submit their tender at this stage were as follows: -

Walter Carefoot plc  
J Greenwood Ltd  
Thomas Winstanley & Sons Ltd  
John Turner Construction Limited  
White Building Services Ltd  
Whitfield & Brown Ltd

- 3.2 From the analysis of the stage one bids which were assessed on both price and quality three contractors were chosen to progress to stage two. These were: -

John Turner Construction Limited  
White Building Services Ltd  
Whitfield & Brown Ltd

- 3.3 A detailed presentation and rigorous interview of each of these contractors was undertaken by an appointed panel to further establish quality levels as part of the overall review. The aggregate of both price and quality from this two-stage process resulted in a preferred contractor, John Turner Construction Limited, being chosen for this project.
- 3.4 The final tender price indicated above was developed using actual prices for each element of the work in an 'open book' approach where competitive prices are obtained for each main element of the work and compared with the original cost analysis to ensure that the overall budget is carefully controlled.
- 3.5 The tender sum above is within the overall budget allowance for the construction works for this project
- 3.6 The project programme and details of all health and safety issues have been agreed with our clients and the completion of the project is planned for January 2009.

#### **4. POLICY IMPLICATIONS**

- 4.1 The works are being carried out in accordance with the approval by Executive Board on 8 June 2006 minute no EXB 2.
- 4.2 The works are being carried out in line with the draft climate change policy and outline carbon management plan as a number of sustainability elements are being built into the scheme, which will contribute to reducing carbon emissions within the borough.

#### **5. OTHER IMPLICATIONS**

None

#### **6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

##### **6.1 Children and Young People in Halton**

This project enhances the provision at Cavendish School for secondary age pupils within the borough

##### **6.2 Employment, Learning and Skills in Halton**

n/a

##### **6.3 A Healthy Halton**

n/a

6.4 **A Safer Halton**  
n/a

6.5 **Halton's Urban Renewal**  
n/a

6.6 **Corporate Effectiveness and Business Efficiency**  
n/a

**7. RISK ANALYSIS**

7.1 Not applicable

**8. LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

8.1 None.

**REPORT TO:** Executive Board Sub-Committee  
**DATE:** 25 September 2008  
**REPORTING OFFICER:** Strategic Director - Environment  
**SUBJECT:** Award of Contract for Silver Jubilee Bridge, Cable Wrapping East Elevation.  
**WARDS:** Borough-wide

## **1.0 PURPOSE OF THE REPORT**

- 1.1 Procurement Standing Order 3.2 for Contracts between £100,000 and £1,000,000 requires that when accepting a tender where fewer than three tenders have been received, the circumstances be reported to Executive Board Sub-Committee for information.
- 1.2 The purpose of this report is to advise as regards award of the contract to install protective measures to the hanger cables on the east elevation of the SJB to Clan Contracting Ltd who returned the only valid tender for the works.

## **2.0 RECOMMENDATION: That**

- (1) **The report be noted.**

## **3.0 SUPPORTING INFORMATION**

- 3.1 This major maintenance work is being undertaken as part of the ongoing structural maintenance of the SJB Complex and Associated Structures.
- 3.2 The works comprise the following principal operations:
  - Through the use of roped access techniques, applying a dual layer protective wrap to all 24 hanger cables in the east elevation of the SJB suspended span.
  - As a trial, installing glass fibre reinforced plastic (GRP) weatherproof cowlings to 6 bottom anchorages and GRP anti vandal sheaths to the lower 3m of 6 hanger cables.
- 3.3 Increasing the level of protection to SJB hanger cables against corrosion has been a prime concern since a significant defect was detected during the parapet replacement contract in 2002.
- 3.4 Immediate measures were undertaken to protect the most vulnerable detail, where the hanger cable meets the lower anchorage block, for all of the cables on the SJB.
- 3.5 In August 2005 a trial application of a wrapping protection was completed for one of the longest cables on the east elevation to assess the viability of the method of application and to ascertain its performance over an annual weather cycle.

- 3.6 In November 2006 a detailed intrusive inspection was undertaken of the trial application and it was concluded that this method of protection was effective and could be recommended for all SJB bridge hanger cables.
- 3.7 A contract was prepared for the installation of a dual layer protective wrap to all 24 hanger cables in the east elevation of the SJB suspended span. It is intended that the west elevation will be addressed in the next financial year.
- 3.8 In accordance with Procurement Standing Order 2.5, tenders were invited from the following Contractors who were drawn from the Constructionline database of approved Contractors:

Brookes Access Solutions Ltd  
Can Structures Ltd  
Clan Contracting Ltd  
Opus Industrial Services Ltd

- 3.9 Because of the specialist nature of the work and the estimated works cost of £200k, it was only possible to identify four contractors with sufficient Constructionline financial notation. All four were contacted in advance and expressed a desire to be included in the tender invitation.
- 3.10 It transpired that neither Brookes Access Solutions Ltd nor Can Structures Ltd returned a tender.
- 3.11 Opus Industrial Services Ltd did return a tender submission but this neglected to include a signed form of tender and was therefore deemed to be invalid.
- 3.12 Consequently the only valid tender received was that of Clan Contracting Ltd. The financial and quality aspects of the submission have been carefully vetted and their bid was recommended for acceptance by the Council's framework consultant, Mott MacDonald.
- 3.13 Clan Contracting Ltd actually undertook the trial wrap in 2005 and have worked as a subcontractor on a number of previous SJB major maintenance contracts. Their tender (including medium level weather disruption) was £198,098.40, which aligns closely with the works estimate.
- 3.14 Because more than three tenders were invited in accordance with Procurement Standing Order 3.2, the Operational Director Highways, Transportation and Logistics is authorised to accept Clan Contracting Ltd's tender. As a result a satisfactory pre-contract meeting has been conducted and Clan are mobilising with a view to commencing wrapping installation on Saturday 20<sup>th</sup> September 2008.

#### **4.0 POLICY IMPLICATIONS**

- 4.1 The work forms part of the Council's Maintenance Strategy Plan for the Silver Jubilee Bridge Complex and Associated Structures.



## **5.0 OTHER IMPLICATIONS**

### **5.1 Resource Implications**

The Contract is funded from the Council's capital budget in the form of direct capital grant for Bridge Strengthening and Maintenance on the Primary Route Network awarded through the Local Transport Plan settlement.

## **6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

6.1 The SJB Complex forms part of the strategic route through the Borough. Implementation of a formal programme of maintenance is essential to ensure the continued availability of the crossing and thereby avoid compromising the Council's ability to deliver any of its strategic priorities.

## **7.0 RISK ANALYSIS**

### **7.1 Financial Exposure of the Council.**

Clan Contracting Ltd were selected from the 'Constructionline' pre-qualified database of contractors. HBC internal audit carried out a further assessment of their financial standing and advised that they have sufficient financial capability to undertake a contract of this value. Payments under the proposed contract will be due under a payment valuation based on ad-measurement of work completed.

### **7.2 Time and Cost Over-run**

The risk of cost and time overruns associated with this project will be managed through the application of the Engineering and Construction Contract, Conditions of Contract (NEC2) which sets out detailed procedures for dealing with the effects of changes on price and completion date issues. The contract also makes detailed specific provision for dealing with the consequences of weather related cancellation of works. The proposed contract will be supervised by dedicated on-site staff.

## **8.0 EQUALITY AND DIVERSITY ISSUES**

8.1 Clan Contracting Ltd have an equality and diversity policy.

## **9.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

9.1 There are no background papers within the meaning of the Act.

**REPORT TO:** EXECUTIVE BOARD SUB COMMITTEE

**DATE:** 25 SEPTEMBER 2008

**REPORTING OFFICER:** DIRECTOR OF ENVIRONMENT

**SUBJECT:** REPORT OF URGENT BUSINESS  
UPTON ROCKS DISTRIBUTOR ROAD –  
ACCEPTANCE OF TENDER

**WARDS:** BIRCHFIELD

### **1.0 PURPOSE OF THE REPORT**

- 1.1 To report urgent action taken by the Chief Executive in respect of the acceptance of a revised tender price for the Upton Rocks distributor road.

### **2.0 RECOMMENDATION: That**

**The report of the urgent action taken by the Chief Executive in accordance with Standing Orders relating to Procurement 1.7, to accept the revised tender from NMS Civil Engineering Ltd in the sum of £1,058,882.35 for the Upton Rocks distributor road, be noted.**

### **3.0 SUPPORTING INFORMATION**

- 3.1 A tender for the construction of the Upton Rocks Distributor road was accepted by the Operational Director – Highways & Transportation on 2nd March 2007. However, the award of the contract was delayed due to a number of factors and it was not possible to proceed with the completion of the Contract formalities until early August, when all outstanding matters had been resolved.
- 3.2 Seventeen months had elapsed since the original offer was made by the successful tenderer, NMS Civil Engineering, and construction costs have risen during the intervening period due to inflation. Regular contact was maintained with the contractor throughout the period NMS were asked to provide a revised tender sum, to take account of inflation since the acceptance of their original tender. The revised tender sum offered is £1,058,882.35 which represents a 9% increase over the original sum. The contractor also confirmed that they would be in a position to mobilise and commence construction in September.
- 3.3 Due to the committee summer recess, and to ensure that there was no further delay in progressing construction of the new road, the Chief Executive approved the acceptance of the revised tender sum on 7<sup>th</sup>

August in accordance with Standing Orders – Procurement 1.7. This has enabled the contract completion formalities to proceed and pre-contract matters in relation to health and safety, programming & mobilisation and the date for commencement of works on site to be discussed and agreed with the Contractor.

#### **4.0 POLICY IMPLICATIONS**

There are no policy implications

#### **5.0 OTHER IMPLICATIONS**

There are no other implications

#### **6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

##### **6.1 Halton's Urban Renewal**

The provision of the Upton Rocks distributor road is a planning obligation placed on the joint housing developers Redrow and Persimmon Homes and is subject to a Section 106 Planning Agreement. The road will form an important additional highway link from the Upton Rocks housing developments to north Widnes. Although commencement of the scheme has been significantly delayed, the sooner the construction of the road is commenced and completed the sooner traffic will be reduced on local residential roads.

#### **7.0 RISK ANALYSIS**

There are no risks or opportunities associated with this report for information.

#### **8.0 EQUALITY AND DIVERSITY ISSUES**

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

#### **9.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

<b>Document</b>	<b>Place of Inspection</b>	<b>Contact Officer</b>
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**Name of Board:** .....

**Date of Meeting:** .....

**Report Title:** .....

**Author:** .....

<b>STANDARD SECTIONS – CHECKLIST</b>		
All reports must be submitted together with the following checklist fully completed		
	Yes	No
<p><b>Resource Implications</b></p> <p>The financial, manpower and land (buying or selling) considerations should be clearly detailed including any corporate implications of following the recommended course of action.</p> <p><b>Social Inclusion Implications</b></p> <p>Any implications relating to social inclusion/anti poverty should be highlighted</p> <p><b>Sustainability Checklist</b></p> <p>Any implications that affect the sustainability themes of economy society and the community and the environment should be included,</p> <p><b>Best Value</b></p> <p>Any Best Value implications should be included.</p> <p><b>Legal Implications</b></p> <p>Any Legal implications should be included.</p> <p><b>Crime and Disorder Issues</b></p> <p>Any crime and disorder implications should be included.</p>		
<p><i>Please review these potential effects, within the context set out overleaf, to compose your summary assessment</i></p>		
<p><b>Summary assessment of Implications:</b> <i>This wording will appear in the Board report.</i></p>		



**REPORT TO:** Executive Board Sub Committee

**DATE:** 25 September 2008

**REPORTING OFFICER:** Strategic Director, Health and Community

**SUBJECT:** Amendments to Standing Orders Relating to Duties of Proper Officers and Delegation to Officers

**WARDS:** Boroughwide

### **1.0 PURPOSE OF THE REPORT**

1.1 To request that amendments be made to standing orders relating to duties of proper officers and delegation to officers, in the light of changes to the system of home office style cautions (used by a number of the Council's officers as an enforcement tool) and to add Acts of Parliament to / delete Acts of Parliament from the list of Acts enforced by officers of the Consumer Protection Service.

**2.0 RECOMMENDATION: That Council be recommended to amend Standing Orders relating to duties of proper officers and delegation to officers, as follows:**

- (1) references to "formal cautions" in paragraphs 152 and 172 of these standing orders be replaced with references to "simple cautions"**
- (2) the list of Acts included as Appendix B to these standing orders be amended by the addition of the Fraud Act 2006, the Licensing Act 2003 and the Protection of Children (Tobacco) Act 1986, and by the deletion of the Mock Auctions Act 1961 and the Trading Representations (Disabled Persons) Act 1958**

### **3.0 SUPPORTING INFORMATION**

#### **Changes to the issuing of cautions as an enforcement tool**

3.1 For some years the criminal justice system provided for a system of Home Office style "formal cautions", which were available for use by enforcers as an alternative to instituting criminal Court proceedings, under particular circumstances. Earlier in the year this system of cautioning changed and "formal cautions" were replaced with "simple cautions" and "conditional cautions". Presently, only the Police may

issue the latter. It is therefore necessary to replace any references to “formal cautions” in the Council’s Constitution, with the new reference of “simple cautions”.

### **Additions to list of Acts enforced by officers of the Consumer Protection Service**

- 3.2 **The Fraud Act 2006** addresses certain offences previously covered by the Theft Acts (which are included in the Constitution). Fraud Act offences include false representation; failure to disclose information when there is a legal duty to do so and abuse of position. The Act also creates new offences of possession and making or supplying articles for use in frauds. The offence of fraudulent trading (Section 458 of the Companies Act 1985) will apply to sole traders and obtaining services by deception is replaced by a new offence of obtaining services dishonestly.
- 3.3 **The Licensing Act 2003** places a duty on the Local Weights and Measures Authority to enforce the sale of alcohol to under age children.
- 3.4 **The Protection of Children (Tobacco) Act 1986** was an amending Act, the definitions of which are now required in the course of tobacco enforcement undertaken by the Consumer Protection Service.

### **Deletions from the list of Acts enforced by officers of the Consumer Protection Service**

- 3.5 Both the **Mock Auctions Act 1961** and the **Trading Representations (Disabled Persons) Act 1958** may be deleted from the Constitution, as these Acts were repealed by the Consumer Protection from Unfair Trading Regulations 2008. These Regulations were made under the European Communities Act 1972, which is covered in the Constitution. Note that the Theft Acts are not being deleted at this time, just in case any pre 2006 Theft Act offences present themselves in the next year or so.

## **4.0 POLICY IMPLICATIONS**

- 4.1 The matters addressed in this report conform with existing Council policy.

## **5.0 FINANCIAL IMPLICATIONS**

- 5.1 The recommended changes to Standing Orders are financially and resource neutral.

## **6.0 OTHER IMPLICATIONS**

- 6.1 Whilst the Licensing Act 2003 places a duty on the Authority, we have

been enforcing the sale of alcohol to children for some time so there is no additional work associated with this change. The other recommended changes do not add or remove duties falling to be undertaken by officers of the Consumer Protection Service.

## **7.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

### **7.1 Children and Young People in Halton**

None directly as there are no material changes to work already undertaken by officers of the Consumer Protection team.

### **7.2 Employment, Learning and Skills in Halton**

None directly as there are no material changes to work already undertaken by officers of the Consumer Protection team.

### **7.3 A Healthy Halton**

None directly as there are no material changes to work already undertaken by officers of the Consumer Protection team.

### **7.4 A Safer Halton**

None directly as there are no material changes to work already undertaken by officers of the Consumer Protection team.

### **7.5 Halton's Urban Renewal**

None directly.

## **8.0 RISK ANALYSIS**

8.1 There are no risks of any significance associated directly with the recommendations.

The proposal is not so significant as to require a full risk assessment.

## **9.0 EQUALITY AND DIVERSITY ISSUES**

9.1 There are no equality and diversity issues flowing directly from this report or the recommendations.

## **10.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

10.1 There are no background papers within the meaning of the Act.



**REPORT TO:** Executive Board Sub Committee

**DATE:** 25<sup>th</sup> September 2008

**REPORTING OFFICER:** Strategic Director- Environment

**SUBJECT:** Halton Housing Trust Grounds Maintenance Contract from April 2009.

**WARDS:** Boroughwide.

## **1.0 PURPOSE OF THE REPORT**

1.1 To seek retrospective approval to submit a Pre Qualification Questionnaire (PQQ) to Halton Housing Trust for its advertised Grounds Maintenance Contract that will start on 1<sup>st</sup> April 2009. To seek approval to enter into the 'Competitive Dialogue' process and submit a Tender to Halton Housing Trust to deliver its Grounds Maintenance Contract from April 2009 for a three year period.

## **2.0 RECOMMENDATION: That**

- (1) The Strategic Director Environment be given retrospective delegated authority to complete and submit a PQQ for the advertised Halton Housing Trust Grounds Maintenance contract.**
- (2) The Strategic Director Environment be given delegated authority to prepare a enter into the 'Competitive Dialogue' process and bid for the advertised the Halton Housing Trust, Grounds Maintenance Contract;**
- (3) the Strategic Director Environment be given delegated authority to bid for any further landscape maintenance contracts that are advertised by RSL's, Colleges, Landowning Trusts or other Public Bodies;**

## **3.0 SUPPORTING INFORMATION**

3.1 At present the Environment Directorate's, Landscape Services Division through its External Contracts Section delivers a landscape maintenance contract through a Service Level Agreement to the Halton Housing Trust. This arrangement started in December 2005 and was initially supposed to operate for only two years. Halton Housing Trust have extended the agreement three times and it is now due to expire on 31<sup>st</sup> March 2009.

- 3.2 The Landscape Services Division employs eight full time staff and six seasonal staff in its External Contracts Section who work exclusively on the delivery of the Halton Housing Trust Service Level Agreement Contract. There would be no funding for posts within the External Contracts Section and so these staff would be put at risk. They would however have the right to transfer to any future provider of Halton Housing Trusts landscape maintenance contract under TUPE regulations.
- 3.3 On the 28<sup>th</sup> July 2008 the Divisional Manager of Landscape Services was notified by the Halton Housing Trust that they had placed an advertisement within OJEU titled 'Halton Housing Trust - Grounds Maintenance Contract - 2008/S 142-190808'. The contract, to be let by 'Competitive Dialogue' will run for a period of three years.
- 3.4 Interested parties were invited to express an interest. Following discussions with the Strategic Director-Environment the Divisional Manager of Landscape Services expressed interest on behalf of Halton Borough Council on the 28<sup>th</sup> July 2008. The Halton Housing Trust required a PQQ to be submitted by the 21<sup>st</sup> August 2008. A PQQ was submitted by the Landscape Services Division at 09:30 on the 21<sup>st</sup> August 2008.
- 3.5 Halton Housing Trust evaluated the submitted PQQ's on the 2<sup>nd</sup> September 2008. The Landscape Services Divisional Manager was informed on the 3<sup>rd</sup> September 2008 that the Council had been successful and would be issued with an invitation to participate in the Competitive Dialogue process.

#### 4.0 **POLICY IMPLICATIONS**

Within the Corporate Plan, 2006-2011, the value of open spaces is recognised under Halton's Urban Renewal Area of Focus 12, maintaining a quality landscape within Halton Housing Trust areas support's the Council's efforts to deliver urban renewal and a better quality of life in Halton.

#### 5.0 **OTHER IMPLICATIONS**

Currently the value of the present Halton Housing Trust SLA for landscape maintenance is £370K, which covers all of the costs of the delivery of the service. If this funding were not available eight full time staff and six seasonal staff would be put 'at risk'. The Landscape Services Division will provide costs to the Halton Housing Trust as part of the Tender process that will enable it to deliver the service without any requirement for Council Revenue funding.

**6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

**6.1 Children and Young People in Halton Borough Council**

The Halton Housing Trust Grounds Maintenance Contract will include maintenance and inspection of fixed equipment Children's Play Areas. The Landscape Services Division has developed extensive expertise in this aspect of management of children's facilities which could be applied in RSL areas.

**5.2 Employment, Learning and Skills in Halton Borough Council**

The Halton Housing Trust contract will encourage bidders to provide apprentice places for local young people. This will have a positive impact on employment and the creation of a skilled workforce.

**5.3 A Healthy Halton**

By securing the advertised contract, and applying proven expertise a significant contribution could be made to the objective of creating a healthy Halton.

**5.4 A Safer Halton**

Securing the advertised contract, and continuing to deliver a quality landscape maintenance service could make a significant contribution to the objective of creating a Safer Halton.

**5.5 Halton's Urban Renewal**

The Halton Housing Trust Grounds Maintenance Contract will deliver a quality landscape, which will have a direct impact on urban renewal.

**7.0 RISK ANALYSIS**

7.1 At present the Landscape Services Division delivers an SLA Contract service to the Halton Housing Trust. The contract term was for two years and was due to end in December 2007. Halton Housing Trust has extended its contract with Landscape Services three times and it is now due to expire on the 31<sup>st</sup> March 2009. The present HHT contract employs eight full time and six seasonal staff. If the Council decided not to bid for the recently advertised Halton Housing Trust Contract, or if it failed to secure the contract this would put the current staff that deliver the present HHT contract at risk as there would be no other work for them and no funding for their retention. The staff would of course have rights under TUPE Legislation.

**8.0 EQUALITY AND DIVERSITY ISSUES**

8.1 No Equality and Diversity Issue's have been identified.

**9.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

<b>Document</b>	<b>Place of Inspection</b>	<b>Contact Officer</b>
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**REPORT TO:** Executive Board Sub Committee

**DATE:** 25 September 2008

**REPORTING OFFICER:** Strategic Director, Health and Community

**SUBJECT:** The application of the BRAMM (British Register of Accredited Memorial Masons) scheme in Halton's cemeteries

**WARDS:** Boroughwide

### **1.0 PURPOSE OF THE REPORT**

- 1.1 To advise members of issues that have arisen during the first twelve months of the operation of the BRAMM (British Register of Accredited Memorial Masons) scheme in Halton's cemeteries. Further, to seek Members' support for the amendment of the Council's cemetery rules to clarify certain matters, including anomalies that have arisen to date.

### **2.0 RECOMMENDATION: That**

- (1) comments and suggestions from Members be noted, and**
- (2) the Board agrees to the adoption of a local Memorial Mason Registration Scheme, from 1 January 2009, along the lines of the draft attached as Appendix 1, but delegating the finalising of this document and future amendments to the Operational Director, Health & Partnerships, in consultation with the Executive Board Member for Environment.**
- (3) the Board agrees to the amendment of the Cemetery Rules as outlined in Appendix 2 to this report, to take effect on 1 October 2008.**
- (4) the Board agrees a new fee for the right to place on a grave a vase / book / tablet exceeding 18" width x 12" x 12" but not exceeding the width of the grave or 30" (whichever is the least) x 12" x 12", of £65.**

### **3.0 SUPPORTING INFORMATION**

- 3.1 The Council adopted the BRAMM scheme for memorial mason work in its cemeteries from 1 October 2007. Since that date only BRAMM accredited memorial mason firms have been allowed to work in the Council's cemeteries and only BRAMM licensed fixers have been allowed to fix (or re-fix) memorial headstones.

- 3.2 Members will recall that the national problem of unsafe headstones in the country's cemeteries led to the setting-up of the British Register of Memorial Masons (BRAMM) in 2004. In adopting the scheme last year, Members were conscious that the primary aims of the scheme were:
- To establish a recognised, uniform standard of workmanship and business practice throughout the UK.
  - To promote BRAMM accredited businesses and registered fixers.
  - To ensure all businesses, fixers and burial authorities on the BRAMM register follow current health & safety guidelines to protect both the public and their employees.
  - To ensure that BRAMM businesses give a guarantee of the stability of their memorial.
  - To ensure the scheme will be effectively policed ensuring that acceptable standards of fixing are maintained.
  - To encourage ongoing training and education within the memorial masonry industry.
  - To promote a closer working relationship between memorial masons and burial authorities.
- 3.3 The advice that we followed last year was that by adopting the BRAMM scheme, there was no need to continue to operate a local memorial mason registration scheme. We now know that this is not the case, albeit that what we need is a different type of local scheme to that which was operated until October last year. The scheme, which should be free on application, will outline what is expected of Memorial Masons together with the administrative arrangements for memorial mason work. It will cover inspection of memorials by the Council, tendering, and it will detail the disciplinary procedures that the Council will operate. The scheme will also introduce the revised headstone permit forms. A draft of the proposed local Memorial Mason Registration Scheme is attached as Appendix 1 for information.
- 3.4 Linked to the new, local memorial mason registration scheme referred to above, memorial headstone permits will be updated and in future will require a name that appears on an existing headstone, in addition to the grave number (to enable cross checking in the cemetery office to minimise the chance of work being carried out on the wrong headstone). In addition, for work that can only be carried out by, or under the direction of a licensed fixer (see below), the details of the licensed fixer that is to / has carried out the work will be required.
- 3.5 Since only BRAMM registered memorial mason firms will be allowed to operate in the Council's cemeteries, it follows that BRAMM registration will be a pre-requisite of the above Memorial Mason Registration Scheme. Further, the new rules will make it clear that the physical work on masonry memorials shall only be carried out by, or under the

direction of, a BRAMM licensed fixer in accordance with the BRAMM scheme, unless the work in question is specifically exempted from this requirement within the cemetery rules. Exemptions will include such things as the removal of headstones and their bases / foundations or the lettering of headstones that are fitted to the latest NAMM standards, including the application of gold leaf etc. to such headstones.

- 3.6 Amending the cemetery rules will be used as an opportunity to clarify that Section 7.0 of the rules, which is intended to govern memorial masons and their work, shall not apply to the Council or its employees, and that the Council will reserve the right to use its discretion in the application of the BRAMM scheme in specific cases, upon request.
- 3.7 On a specific point, presently, there are cemetery fees permitting the placing on a grave a vase / book / tablet of 12" in depth and 12" in height for a fee of £36 if it does not exceed 12" in width or £52 if it does not exceed 18" in width. Such memorials are permitted to be as wide as the grave, but if they exceed 18" in width, the fee jumps to the fee applicable to a headstone permit, of £135. Members are asked to consider the introduction of a new fee of £65 for such memorials exceeding 18" in width but not exceeding the width of the grave or 30" (whichever is the least).
- 3.8 A Memorial Masons Forum was held on 21 July so that the memorial masons could be consulted on the application of the BRAMM scheme in Halton's cemeteries. The Council's Legal Services were present at that forum and have assisted with resolving the various anomalies that have been raised regarding the application of the scheme, and have been involved in the re-drafting of the cemetery rules to address those anomalies.
- 3.9 A similar report to this has been submitted as an agenda item for the Safer Halton Policy and Performance Board meeting, scheduled for 23 September.

#### **4.0 POLICY IMPLICATIONS**

- 4.1 This report does not introduce new policy as such, it is more of a good housekeeping exercise to clarify anomalies that have come to the fore in the operation of the BRAMM scheme, since 1 October last year.

#### **5.0 FINANCIAL IMPLICATIONS**

- 5.1 There are no financial implications. The introduction of the new cemetery fee will have minimal impact on income generation.

## **6.0 OTHER IMPLICATIONS**

6.1 There are no other implications to note in the body of this report.

## **7.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES**

### **7.1 Children and Young People in Halton**

None.

### **7.2 Employment, Learning and Skills in Halton**

None.

### **7.3 A Healthy Halton**

None.

### **7.4 A Safer Halton**

The effective application of the BRAMM scheme will have a positive impact on the safety of those who visit or work in Halton's cemeteries.

### **7.5 Halton's Urban Renewal**

The effective application of the BRAMM scheme will have a positive impact on the physical environments of Halton's cemeteries.

## **8.0 RISK ANALYSIS**

8.1 Given that the memorial industry has taken the BRAMM scheme on board, there is no perceived risk flowing from this report. On the contrary its effect should be to minimise the future risk of a repetition or prolonging of the unsafe headstone problem.

The proposal is not so significant as to require a full risk assessment.

## **9.0 EQUALITY AND DIVERSITY ISSUES**

9.1 There are no equality and diversity issues.

## **10.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972**

<b>Document</b>	<b>Place of Inspection</b>	<b>Contact Officer</b>
BRAMM Application Pack	Rutland House Halton Lea Runcorn, WA7 2GW	John Downes





Appendix 1

***BEREAVEMENT SERVICES***

**MEMORIAL MASON  
REGISTRATION SCHEME**



## C O N T E N T S

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## 1.0 INTRODUCTION

- 1.1 The Memorial Registration Scheme aims to establish a uniform standard of workmanship and working practices throughout the Council's three cemeteries. The scheme will address the standards required for the installation, repair and maintenance of memorials, both new and existing, insurance cover, health and safety requirements and administrative requirements with a view to producing a common approach at each of the Council's three cemeteries. Through adoption of this scheme, it is the intention to identify and promote the best practice of the industry by all registered participants.

## 2.0 AIMS

- 2.1 The Council is presently carrying out an inspection programme in its cemeteries. The programme will identify memorials that require attention to meet Health and Safety requirements and also establish a routine inspection procedure to ensure that the future condition of the cemeteries is monitored. The registration scheme will support this initiative by ensuring that memorial masons working within the Council's cemeteries will operate to the highest standards of workmanship and competence. The establishment of this scheme will promote a partnership that will encourage formal and informal communication, long-term working relationships, innovation and development initiatives between all registered parties. The Council's ultimate objectives are to ensure that the Council's cemeteries meet all Health and Safety standards and are safe environments for working in or visiting.

## 3.0 SCOPE of the SCHEME

- 3.1 The scheme will be available to any **BRAMM (British Register of Accredited Memorial Masons) accredited** memorial mason firm that presently works, or intends to work, within the Council's three cemeteries.
- 3.2 **Following the implementation of the scheme those memorial masons firms not registered under this scheme will not be permitted to work within any of the Council's three cemeteries.**

## 4.0 ADMINISTRATION of the SCHEME

- 4.1 The Bereavement Services Manager will administer the scheme on behalf of the Council.

## 5.0 REQUIREMENTS of the SCHEME

5.1 All registered participants to the scheme will be expected and obliged to adhere to the following basic requirements. These are the minimum acceptable requirements of the Council and may be updated from time to time. Memorial mason firms are welcome to exceed these requirements and will be encouraged to propose suggestions or ideas that they believe will improve or enhance the scheme. Any suggestions or ideas adopted by the Council will be applied equally to all registered participants.

### 5.2 Eligibility

5.2.1 Memorial mason firms who have been barred from performing work in any cemetery **whether in the Council's area or elsewhere** within the previous **two years (2 years)** may be ineligible to join the scheme. In these instances, each case will be considered individually and membership offered, or withheld, at the discretion of the Bereavement Services Manager. Memorial mason firms must submit details of such disciplinary actions with their application to join the scheme. Failure to disclose details of disciplinary actions which subsequently come to the attention of the Bereavement Services Manager, may result in the immediate expulsion from the Registration Scheme and the imposition of an immediate ban on working within the Council's cemeteries for a period of **two years (2 years)**.

### 5.3 Insurance Requirements

5.3.1 General Risk – every participant of the Registration Scheme shall be insured for Public Liability to the value required for BRAMM Business Accreditation.

### 5.4 Provision of Consumer Guarantee

5.4.1 Every participant shall guarantee each individual memorial in respect of safety and stability for a period of **no less than 10 years and no more than 30 years**. Memorial masons are encouraged to issue the guarantee for as long a period as possible, up to 30 years.

### 5.5 Evidence of Competence to Dismantle Memorials

5.5.1 All memorial mason firms registering on the scheme must be able to demonstrate an acceptable standard of workmanship, to the approval of the Bereavement Services Manager. Memorial masons and their staff shall be suitably qualified, experienced and competent to perform all works necessary when dismantling memorials to meet current industry and statutory Health and Safety requirements and guidelines.

5.5.2 The standard of workmanship to dismantle memorials will be evidenced by **either** a BRAMM Fixer Licence **or** qualifications obtained from an accreditation scheme operated by a recognised industry body, for example the National Association of Monumental Masons (NAMM). **Either** a copy of the BRAMM Fixer Licence **or** a letter detailing the qualification and experience of each contractor and, where available, trade references, should accompany the application

for Registration

## **5.6 Evidence of Competence to Repair and Erect Memorials**

5.6.1 All memorial mason firms registering on the scheme must be able to demonstrate an acceptable standard of workmanship, to the approval of the Bereavement Services Manager. Memorial masons and their staff shall be suitably qualified, experienced and competent to perform all works necessary when undertaking work on any aspect of memorial fixing and when erecting memorials (including the laying of their foundations), to meet current industry and statutory Health and Safety requirements and guidelines.

5.6.2 The standard of workmanship to work on any aspect of memorial fixing or erect memorials (including the laying of their foundations), will be evidenced by a BRAMM Fixer Licence. A copy of the BRAMM Fixer Licence for each Fixer should accompany the application for Registration.

## **5.7 Registration Scheme Compliance**

5.7.1 Each memorial mason firm signing the “**Agreement to the Memorial Mason Registration Scheme**” included in these documents will be deemed to have agreed to comply with the following:

- **Local Authorities Cemeteries Order 1977**
- **Cemetery Rules**
- **NAMM Code of Working Practice (latest relevant edition)**
- **Health and Safety at Work Act 1974**
- **The Council’s Safety Policy and Risk Assessment Scheme**
- **Memorial Masons Registration Scheme**
- **All other relevant statutory requirements**

5.8 Registration must be renewed annually, except that when first registering a convenient annual renewal date will be agreed with each registrant. In light of the costs etc. associated with BRAMM registration, there will be no charge for registration on this local scheme.

## **6.0 PROCEDURES for the ERECTION of MEMORIALS**

6.1 All memorials installed by the participants of this scheme must fully comply with all of the Council’s standard administration and operational procedures and with the Cemetery Rules.

### **6.2 Application to erect a memorial**

6.2.1 All memorials installed within the Council’s Cemeteries must first be approved by the Bereavement Services Manager. The Bereavement Services Manager can be contacted as follows:

**Halton Borough Council  
Cemetery Lodge  
Birchfield Road  
Widnes, Cheshire**

**WA8 9EE**

**Telephone: 0151 471 7332**

**Fax: 0151 423 0729**

6.2.2 No memorial shall be erected or placed on any grave within the Council's three cemeteries, or any inscription or additional inscription made without the Council's written permission. All applications must be made to the Council on the appropriate memorial application form, and must indicate the following information:

- **Name and address of Memorial Mason**
- **Name of Cemetery, Section and Grave Number**
- **Name and address of the grave owner**
- **Signature of grave owner**
- **Memorial Inscription**
- **Memorial details – material, dimensions, fixing methods, date and time of fixing**
- **Sketch of memorial**
- **Grave deeds**

6.2.3 Any memorial erected or any work executed without written permission being obtained or which does not comply fully with the terms of the Permit may be removed by the Bereavement Services Manager at the expense of the person responsible therefor.

6.2.4 Memorial application forms for all monumental work may be obtained free of charge from the Bereavement Services Office. The memorial mason firm is responsible for checking that the grave owner has signed the form before submission to Bereavement Services Office.

6.2.5 The memorial mason firm will be expected to make it clear to the purchaser at the time of purchase, that all memorials of whatever description admitted into the Cemetery or permitted to be erected therein, shall be so admitted and erected and remain in the cemetery, or shall be removed and replaced at the sole risk of the owner thereof and the Council shall not be held responsible for any damage which may occur as a result from the same.

6.2.6 Memorials remain the responsibility of the grave owner and the Council will not be held responsible for any damage caused by storm, weather, vandalism or theft. Owners are encouraged to take out individual insurance cover for memorials.

**6.3 Erection of Memorials / Additional Work to Memorials / Removal for storage purposes**

6.3.1 Memorials must not be erected, nor shall any additional work be carried out to the memorial (including memorial cleaning or renovation work) unless the Memorial Application Form has been approved and a Permit issued in writing. When working in Widnes cemetery, the memorial mason shall report to the Bereavement Services Office with the official Permit before any work commences. When working in Runcorn and Halton cemeteries, the memorial mason shall telephone

the Bereavement Services Office prior to arriving at the Cemetery, giving the Permit number and estimated time of arrival to allow monitoring of the operation.

6.3.2 **All memorials shall be erected to conform to the most recent edition of the National Association of Memorial Mason's Recommended Code of Working Practice.**

6.3.3 Following the erection of the memorial, it should be noted that they will be subject to inspection at least **every five years (5 years)** to ensure Health and Safety requirements are met. Memorial masons should take this into consideration in their Guarantee. The Guarantee should include all joints that fail during the period of the Guarantee. All joints shall be repaired within **one month (1 month)** of being notified.

6.3.4 Any memorial work must be carried out between the hours of 8.30 a.m. and 4.30 p.m. Monday to Friday only.

6.3.5 The memorial mason firm will be responsible for leaving the grave area in a clean and tidy condition to the satisfaction of the Bereavement Services Manager.

6.3.6 No memorial shall be removed from the Cemetery without the written permission of the owner. Forms for the removal of memorials may be obtained from Bereavement Services Office.

## **7.0 INSPECTION of MEMORIALS**

7.1 The Bereavement Services Manager, or other Council staff, may inspect the erection of a memorial, either as the work proceeds or shortly after the work is completed. Where work is found to be unacceptable, either not conforming to the NAMM Recommended Code of Working Practice or any other reason, the Scheme Administrator will instruct the memorial mason firm to return and rectify the work to meet the Council's standards. The standard of works should comply with the attached inspection procedures and inspection should withstand a combined manual and mechanical test.

## **8.0 POST WORK INSPECTION**

8.1 The Bereavement Services Manager, or other Council staff, may inspect a memorial following erection, or completion of other work, either as part of a quality assurance "spot-check", or in response to a complaint from the public or Council staff. Where work is suspected of being unacceptable, either not conforming to these specifications or any other reason, the Bereavement Services Manager may instruct a memorial mason firm to dismantle their work in order to verify compliance with the scheme's standards. In the event that work does not meet the required standards the memorial mason firm will re-erect the work to the appropriate standards, the costs of dismantling and re-erection in these circumstances being their responsibility. In the event

that the work complies with the required standards, the costs of dismantling and re-erection will be the responsibility of the Council.

- 8.2** If, for any reason, the memorial mason firm refuses to co-operate with these post work inspections, the Bereavement Services Manager shall have the right to employ a third party (a qualified memorial mason registered under the scheme) to perform the work. In these circumstances, whether the work complies, or fails to comply, with the scheme standards, the cost will be the responsibility of the mason originally installing the memorial. In the circumstances where there is a refusal to co-operate by a memorial mason, they will become eligible for action under Stage 2 of the Disciplinary Procedures of the Scheme.

## **9.0 TENDERING**

- 9.1** From time to time the Council may require tenders to be submitted for a range of memorial work, including inspection, repair, removal and replacement of memorials. Memorial mason firms registered under this scheme will be eligible for registration on all such tender lists.

## **10.0 DISCIPLINARY PROCEDURES**

- 10.1** To ensure that the Council standards are maintained and that all participants of the Registration Scheme are operating uniformly to these standards, the Bereavement Services Manager will operate a disciplinary procedure, which shall be applied fairly to all participants of the scheme.

- 10.2** The disciplinary procedure will be based on the Rules of this Registration Scheme and the Specification, according to the stages below.

### **10.3 Stage 1 - Minor Breach of the Rules or Specification**

- 10.3.1 A minor breach of the Rules or Specification will result in a **Verbal Warning** given by the Bereavement Services Manager. Such minor breaches shall be rectified as soon as possible, but certainly within 2 weeks of the issue of the warning. A **Verbal Warning** shall be maintained on the memorial mason's record for a period of **twelve months (12 months)** then, if no further breaches occur, the warning will be removed from the record.

### **10.4 Stage 2 - Breach of the Rules or Specification**

- 10.4.1 A breach of the Rules or Specification (or repeated minor breaches / failure to rectify minor breaches) will result in a **Written Warning** issued by the Bereavement Services Manager. A breach shall be corrected as soon as possible, but certainly within 5 weeks of the date of the warning letter. A **Written Warning** shall be maintained on the memorial mason's record for a period of **eighteen months (18**



**months)** then, if no further breaches occur, the warning will be removed from the record.

### **10.5 Stage 3 - Subsequent breach of the Rules or Specification**

10.5.1 If, during the 18 months period imposed by stage 2, another breach of the Rules or Specification is committed, or the original stage 2 breach is not rectified to the satisfaction of the Bereavement Services Manager, this will result in the issue of a **Final Written Warning**. A **Final Written Warning** shall be maintained on the memorial mason firm's record for a period of **thirty-six months (36 months)** then, if no further breaches occur, the warning will be removed from the record.

### **10.6 Gross Misconduct**

10.6.1 Certain circumstances shall be considered **Gross Misconduct** and will not be subject to the above stages of the disciplinary procedure. The Bereavement Services Manager will decide, at their discretion, the instances of Gross Misconduct. The following list – though not exhaustive – will be considered as **Gross Misconduct**:

- Installation or erection of a memorial not approved by the Bereavement Services Manager.
- Refusal to rectify an error in the installation or erection of a memorial when instructed to do so by the Scheme Administrator.
- Unacceptable, abusive or aggressive behaviour to any Council staff or members of the public.
- Failure to adhere to the Council's cemetery rules or the conditions of the permit application

### **10.7 Exclusion from the Registration Scheme**

10.7.1 Exclusion from the Registration Scheme will result when a memorial mason firm (directly, or via their employees, including sub-contractors) is found guilty of Gross Misconduct or commits a further breach of the Rules or Specification whilst the 36 month term, as described in stage 3 of the disciplinary procedure, is in effect. An exclusion from the Registration Scheme will be for a period of **two years (2 years)**, and during this period a memorial mason firm will be forbidden to undertake any work whatsoever within the Council's cemeteries. In instances of exclusion for **Gross Misconduct**, the Bereavement Services Manager may consider advising other local authorities of the circumstances, at their discretion.

### **10.8 Re-registration on the Scheme Following an Exclusion**

10.8.1 Any memorial mason firm re-registering on the Registration Scheme once an exclusion period has come to an end, will be more closely monitored for a period of **eighteen months (18 months)**. A memorial mason firm (directly, or via their employees, including sub-contractors) committing any breach of the Rules or Specifications, or an act of Gross Misconduct during that period will be excluded from the Registration Scheme for an undetermined period, which will be not less than **thirty-six months (36 months)**, at the discretion of the Bereavement Services Manager.

## **10.9 Disciplinary Procedure Appeal**

- 10.9.1 A memorial mason firm not satisfied with treatment under the Disciplinary Procedure is entitled to appeal against any disciplinary decision taken. All appeals shall be in writing within two weeks of the decision, stating the reason for the appeal. Only these reasons will be admissible at the appeal. The exception to this appeals process is in the circumstances of a memorial mason excluded on a second occasion, as described in Section 10.7 above. In these instances, an appeal will not be permitted for a minimum period of **thirty-six months (36 months)**.
- 10.9.2 In the first instance, an appeal will be heard by an Operational Director. In the event of a failure to reach a conclusion, the memorial mason may make a **Final Appeal**, in writing, using the Council's formal complaints procedure.

## **11.0 REVIEW**

- 11.1 Either party, the memorial mason firms or the Council, may jointly review the rules, requirements and performance of the Registration Scheme annually. Following the conclusion of a mutual review of the Registration Scheme, memorial mason firms shall be required to re-register for a period of one further year.

## **12.0 MODIFICATIONS**

- 12.1 All participants of the scheme may propose amendments to the scheme with a view to positive or innovative improvements. The Bereavement Services Manager shall conduct an initial appraisal of these proposed modifications and if these proposals appear, in the opinion of the Bereavement Services Manager, to indicate an improvement to the scheme, all participants will be advised on these proposals.
- 12.2 After consultation, all participants may mutually agree to omit any part of the Registration Scheme agreement, provide additional services or modify, temporarily or permanently, any part of the Registration Scheme agreement. Any modification must be confirmed in writing to all parties. Where such omissions, additions and modifications identify savings or financial advantages, these shall be used to improve the quality of service, reduce costs or provide other benefits to the participants of the Scheme on mutual agreement and at the sole discretion of the Council. Any such changes shall be introduced at the next annual registration date.

**13.0 ASSIGNMENT**

**13.1** ; No aspects or obligations of the Registration Scheme agreement may be assigned, subcontracted or transferred to a third party without the approval of the Bereavement Services Manager, confirmed in writing.

**Appendix 1**

**HALTON BOROUGH COUNCIL**

**AGREEMENT to the MEMORIAL MASON REGISTRATION SCHEME**

I agree to adhere to all Rules, Bye-laws, Health and Safety requirements, Insurance Liabilities, Installation and Maintenance Specifications, Inspection Procedures and all other requirements as laid down by the Registration Scheme.

This agreement dated.....day of .....20 .....

Company name.....

Address.....

.....

.....

Telephone.....

Fax .....

.

E-mail .....

Signature.....

Print Name.....



**MEMORIAL APPLICATION FORM**

(This Application must be fully completed and presented with the relevant fee)

**CEMETERY.....SECTION.....GRAVE.....**

**Full Size/Cremated Remains Grave (please delete as applicable)**

**To be completed by Memorial Mason**

I/we agree to be responsible and pay for any damage which may be occasioned to the property of the Authority or to any adjacent grave, vault, tomb, monument or memorial stone by reason of any negligence on the part of my/our workmen or the workmen of any sub-contractor employed by me/us in connection with the work referred to in this Application. I/we understand that we may not carry out work prior to any due fees being paid to the Authority and being in receipt of an official Permit. I/we agree to comply with the cemetery rules and regulations including, when fixing memorials, those rules and regulations regarding memorials and their fixing. I/we confirm that I/we are fully aware of the restrictions for memorials which apply to the relevant burial sections within the Boroughs Cemeteries.

<b>Memorial</b>	<b>Height</b>	<b>Width</b>	<b>Thickness</b>
<b>Headstone Plate</b>			
<b>Base</b>			
<b>Plinth</b>			
<b>Foundation</b>			
<b>Tablet/Book</b>			
<b>Vase</b>			
<b>Kerbset</b>			

A scale drawing must be submitted with this application including proposed memorial fixing method, detailing dowel hole sizes, dowel sizes, anchor type and size.

**Inscription / Additional Inscription:**

**Signed.....(Memorial Mason)**

**To be completed by Memorial Mason**

<b>Company Name</b>	
<b>Address</b>	
<b>Telephone No.</b>	
<b>BRAMM Registration No.</b>	
<b>BRAMM Badge Holder No.</b>	
<p>Notes:</p> <ol style="list-style-type: none"> <li>1. Memorial Mason firms working in Halton Borough Council's cemeteries must be registered with BRAMM.</li> <li>2. On arrival at Widnes cemetery all masons must report to the Bereavement Services office and provide the relevant Permit.</li> <li>3. On arrival at Runcorn/Halton Cemeteries all masons must telephone the Bereavement Services office on 0151 471 7332.</li> </ol>	

**To be completed by Grave Owner**

<b>Name</b>	
<b>Address</b>	
<b>Telephone No.</b>	
<p>I hereby agree to abide by the cemetery rules and regulations, details of which have been provided to me and authorise Halton Borough Council to make safe a memorial headstone should they deem it to have become unsafe. I understand that I may not erect fencing, kerbs or place any objects on or around the turfed area of the grave and I am wholly responsible for the maintenance and safety of the memorial.</p> <p>I hereby authorise ..... to carry out the work described on the grave detailed overleaf.</p> <p><b>Grave Owners Signature</b>.....</p> <p><b>Please also print name</b> .....</p>	

***For official use only***

<b>Fees</b>		<b>Receipt No.</b>	
<b>Signed</b>		<b>Date</b>	

## Appendix 2

**Proposed amendments to the Cemetery Rules**

When amended, each page of the Cemetery rules shall include the operable date and an issue number. It is proposed that when the present proposed changes are agreed, the rules are dated 1 October 2008 and marked as issue no.1.

Details of proposed amendments are shown in the left-hand column of the tables below, except where the only change is to the rule number itself, or to a rule number that appears in the text of the rule, for cross-reference purposes. The expression “formalised rule” is used for requirements that have previously appeared in other cemetery documentation but which have not previously been incorporated within the official cemetery rules.

**6.0                    RULES RELATING TO GENERAL MEMORIALISATION ON GRAVES (E.G. VASES, TABLETS, PLANTING ETC.)**

**6.1**                    Authorised vases and/or tablets will be permitted on each grave. Vases/tablets, etc must not exceed 305 mm (12 ins) in height above ground level and must not extend beyond the soil border (on lawned sections) or the grave area (on non-lawned sections). Note that cemetery fees apply in respect of authorised vases and tablets and tablets whose dimensions exceed 305 mm x 305 mm x 457 762 mm (12” x 12” x 48” 30”) attract the same fee as a permitted headstone.

**Dimensions amended**

**7.0                    RULES RELATING TO HEADSTONE MEMORIALS ETC. AND TO MEMORIAL WORKS**

**7.1**                    In these Rules:

**BRAMM** means the British Register of Accredited Memorial Masons

**Licensed Fixer** means a BRAMM accredited fixer

**NAMM** means the National Association of Memorial masons

**NAMM Code of Working Practice** means the NAMM Code of Working Practice for the time-being in force

**NAMM standards** means work complying with the NAMM Code of Working Practice

**British Standard** means BS 8415 – Monuments within burial grounds and memorial sites - Specification

**Fixing** includes all foundation works but does not include such things as cleaning memorials, un-fixing of memorials or lettering of memorials and **fixing work** shall be interpreted accordingly

**Memorial works** means any work associated with memorials whether or not involving fixing

**New rule**

**Dimensions** – precise metric measurements are quoted in these rules, together with their approximate imperial equivalents

- 7.2**  
**New rule** This Section of the cemetery rules specifies who may undertake memorial works within the Council's Cemeteries as well as the standard of quality which shall apply to such works. This section of the cemetery rules shall not apply to the Council or to employees of the Council.
- 7.3**  
**New rule** All memorial works shall comply with the NAMM Code of Working Practice, provided that:
- a) Where Memorial Works do not come within the NAMM Code of Working Practice (or where it is unclear whether the NAMM Code of Working Practice applies) the Bereavement Services Manager shall determine the standard to be applied;
  - b) Where these cemetery rules apply a specific standard or requirement, these cemetery rules shall apply in preference to the NAMM Code of Working Practice, in respect of such standard or requirement;
  - c) The Council reserves the right to use its discretion in the application of the BRAMM scheme / NAMM Code of Working Practice in specific cases, upon request to the Bereavement Services Manager.
- 7.4** Headstone memorials shall be placed back to back, in line with adjacent memorials or in accordance with the directions of the Bereavement Services Manager.
- 7.5**  
**Formalised Rule** All memorials (whether new or a re-fix), including kerb-type memorials, shall be erected to conform to the British Standard and the NAMM Code of Working Practice.
- 7.6**  
**new wording underlined** Headstone memorials must be fixed to the concrete strip foundation provided or, if such a foundation is not provided, to a proper foundation in accordance with ~~known best practice and techniques approved by the Council,~~ the British Standard and the NAMM Code of Working Practice to ensure stability and prevent risk to the health and safety of persons employed in, or visiting the cemeteries. On concrete strip foundations, the back edge of the memorial base should be positioned 410 mm (16 ins) from the edge of the concrete strip measured from the head end of the grave.
- 7.7** In the absence of a concrete strip foundation, foundations for full sized graves shall be made of reinforced concrete or other suitable material that complies with the British Standard and the NAMM Code of Working Practice and is approved by the Council, measuring 1067 mm (42 ins) wide 508 mm (20 ins) in depth and 76 mm (3 ins) in thickness.
- 7.8**  
**new wording** On "cremated remains" sections, headstone memorials must be not more than 610 mm (2 ft) in height above ground level, or above a permitted 76 mm (3 ins) high terrazzo or suitable



- underlined**      material sub-base, 610 mm (2 ft) in width, and 102 mm (4 ins) in thickness.
- 7.9**                On all graves other than those referred to in 7.8 above, headstone memorials must be not more than 1070 mm (3 ft 6 ins) in height above ground level, 915 mm (3 ft) in width, and 152 mm (6 ins) in thickness.
- 7.10**                It is permissible for a “cover slab” to be installed in the soil border of graves in the lawned sections of the cemeteries.
- Formalised rule**      These should measure 610 mm (24 ins) wide 458 mm (18 ins) in depth and 76 mm (3 ins) thick on cremated remains sections 915 mm (36 ins) wide 458 mm (18 ins) in depth and 76 mm (3 ins) thick on other sections. These must be separate items from the memorial base or foundation and an application form for such items must be submitted in the normal way (and the due fee paid).
- 7.11**                ~~Only BRAMM (British Register of Accredited Memorial Masons) accredited memorial masons may carry out memorial works within the Council’s cemeteries.~~
- new wording underlined**      Only BRAMM accredited businesses may carry out memorial works within the Council’s cemeteries. BRAMM accredited businesses carrying out memorial works within the Council’s cemeteries must employ (to include on a sub-contracting basis) Licensed Fixers to carry out fixing work, provided that this rule shall be deemed to be complied with if every ‘team’ carrying out fixing work has at least one Licensed Fixer. For example, if a BRAMM accredited business has three teams working on three memorials there is a requirement to have at least three Licensed Fixers (one working/supervising on each memorial). No fixing work in cemeteries on any memorial shall take place without a Licensed Fixer being present.
- 7.12**                BRAMM accredited businesses carrying out memorial works within the Council’s cemeteries which do not constitute fixing work, shall not be required to use Licensed Fixers for such work.
- New Rule**
- 7.13**                The Council shall operate a local Memorial Mason Registration Scheme for BRAMM accredited businesses. In addition to this local scheme providing a record of all businesses carrying out memorial works within the Council’s Cemeteries, it will also provide the Council with a record of every BRAMM licensed fixer employed (including on a subcontracting basis) by businesses signed up to the local scheme.
- New Rule**
- 7.14**                From 1 January 2009, no memorial mason firm may carry out memorial works in the Council’s Cemeteries unless they have signed up to the local Memorial Mason Registration Scheme in accordance with Rule 7.13 above, and in signing-up to such registration scheme, shall agree as part of such registration to be subject to the disciplinary procedure and

other requirements contained therein.

- 7.15** The local memorial mason registration scheme will be available to any BRAMM accredited memorial mason firm that presently works, or intends to work, within the Council's three cemeteries. However, Memorial masons firms that have been barred from performing work in any cemetery whether in the Council's area or elsewhere within the previous two years (2 years) may be ineligible to join the scheme.
- 7.16** A copy of the local memorial mason registration scheme and application form may be obtained from the cemetery office, Birchfield Road, Widnes.
- 7.17** No memorial works shall be carried out unless a permit has been applied for and issued by the Council. Such permits must be available on site for inspection by any Bereavement Services officer or agents acting on behalf of the Council during the execution of the works.
- 7.18** No memorials shall be conveyed into or out of the cemeteries without the prior approval of the Council.
- 7.19** Headstone memorials must conform to the general designs approved by the Council (for dimensions see rules 7.8 and 7.9 above).
- 7.20** The materials used in the construction of memorials must be of durable natural stone, marble, granite or other similar materials.
- 7.21** Wooden memorials will only be permitted in special circumstances on written application to the Council, or to mark a grave once a headstone has been applied for.
- 7.22** The Council accepts no responsibility for any damage caused to any memorial unless caused by the act or default of its employees or contractors working on its behalf.
- 7.23** Details and drawings of any proposed memorial including details of the foundation and/or the method of fixing, and inscription thereon must be submitted to the Council for prior approval, using the prescribed form (to be obtained at the cemetery office). The form must be signed by the registered owner of the right of burial in a grave. No memorial will be permitted without such owner's consent.
- 7.24** When, in the opinion of the Bereavement Services Manager, memorials are no longer maintained in good repair and proper condition, they may be removed by order of the Council.
- 7.25** In the event of memorials in the opinion of the Council becoming unstable, so as to present a risk to the health and safety of persons employed in or visiting the Cemetery, the Bereavement Services Manager will take appropriate action, in line with the Risk Management Strategy for Safe

Headstones.

- 7.26** If any ~~monument~~ memorial or other work to be erected or made is in violation of these rules, the ~~monument~~ memorial or work may be removed at any time by the Council, without notice, at the cost or expense of the person responsible therefor.
- new wording underlined**
- 7.27** All memorials must be conveyed into the Cemetery, erected and removed, at the expense of the owner of the right of burial, and every memorial must have inscribed upon it the number of the grave or vault on which it is to be erected.
- 7.28** No hewing of stone will be permitted within the Cemetery walls or approaches thereto and all materials for monuments and memorials shall be conveyed into the Cemetery in such a manner under the direction of the Bereavement Services Manager, as will avoid the cutting up of the roads, paths or verges.
- 7.29** The fixing of memorials is not allowed on Saturdays, Sundays or Public Holidays. Erectors or masons are requested to note that no work incidental thereto will be permitted after normal cemetery office hours in the cemeteries, without the written permission of the Bereavement Services Manager.
- 7.30** Work of every description must proceed continuously and be completed without unnecessary delay. This applies, in particular, to memorials awaiting re-erection.
- 7.31** The re-instatement of a grave after the fixing or re-fixing of a memorial or any other memorial work is the responsibility of the memorial mason firm concerned, who must ensure that the grave and the area around the grave is left in a clean and tidy condition to the satisfaction of the Bereavement Services Manager.
- New wording underlined**
- 7.32** All memorials, or materials for fixing memorials into position, admitted into the cemetery or permitted to be erected therein shall be so conveyed, erected, remain and removed at the owner's risk and the Council shall not be held responsible for any damage or breakage occurring to, or loss of any such materials howsoever caused.
- 7.33** The memorial mason firm erecting a memorial (whether new or a re-fix) shall arrange for the relevant section and grave numbers to be engraved in not less than 20 mm (3/4 inch) lettering on the right-hand side face of such memorial and 50 mm (2 ins) above the ground level prior to its erection within the cemetery). In addition, these markings should include an asterisk as confirmation that the headstone has been fitted to current NAMM standards.
- New wording underlined**
- 7.34** The memorial mason firm erecting a memorial (whether new or a re-fix) shall arrange for the firm's name to be engraved in not more than 20 mm (3/4 inch) lettering on the base of the
- New rule**

memorial.

- 7.35**  
**New wording underlined**
- Any employee or subcontractor of a memorial mason firm breaching any applicable cemetery rule will render themselves liable to such action as the Council thinks necessary to prevent further breaches, including disqualification. Memorial mason firms that breach, or whose employees or sub-contractors breach any applicable cemetery rule will render themselves liable to the disciplinary procedures contained in the local memorial mason registration scheme referred to in rule 7.13 above.
- 7.36**  
**Formalised rule**
- Kerb-type memorials are not allowed in any of the Council's three cemeteries unless they are replacing an existing kerb-type memorial that has been supplied and fitted officially and must feature previously in burial registers as a kerb-type memorial.
- 7.37**  
**Formalised rule**
- Any replacement kerb-type memorials must be in keeping with the current Cemetery Rules, i.e. maximum height and width. The overall length of the memorial must not exceed 1.98 metres (6 ft 6ins) and the memorial MUST be fitted on a single one-piece foundation as stated in the NAMM Code. Sectional foundations will only be allowed on multiple grave spaces.
- 7.38**  
**Formalised rule**
- An appointment system is in operation for the fitting of all kerb-type memorials. All Monumental Masons must telephone the Bereavement Services Office (0151 471 7332) for an appointment time at least two working days before work is planned.
- 7.39**  
**Formalised rule**
- The Council allows three methods of cleaning memorials within its cemeteries:
- Cleaning by hand, using abrasives such as carborundum blocks
  - Cleaning by machine, using grinding discs
  - Cleaning using chemicals
- Each process is subject to the approval of the Council and the Council reserves the right to remove any of the processes without prior notice.
- 7.40**  
**Formalised rule**
- When applying to carry out cleaning work, the memorial mason firm will be required to state which method will be used, and where chemicals are to be used, to state what the chemicals are. Permits granted for cleaning work will be accompanied will be accompanied by a health and safety requirements sheet that the firm / operatives will be expected to follow.

**REPORT TO:** Executive Board Sub Committee

**DATE:** 25<sup>th</sup> September 2008

**REPORTING OFFICER:** Strategic Director – Environment

**SUBJECT:** Wild About Halton and The Artery of Life

**WARDS:** Borough-wide

### **1.0 PURPOSE OF THE REPORT**

1.1 This report is to seek approval to make an application for future funding to build on the successes of the Wild About Halton project whose current funding comes to an end in March 2009. A new grant scheme from Natural England called 'Access to Nature' appears to present an ideal opportunity that would allow the Landscape Services Division to continue with the most successful elements of 'Wild About Halton' but as a new project called the Artery of Life.

### **2.0 RECOMMENDATION: That**

**(1) the Artery of Life project is progressed to a detailed application stage, which would be submitted to the Natural England 'Access to Nature' grant scheme so that the most successful elements of Wild About Halton can be continued;**

**(2) the application is made as a joint bid with Warrington Borough Council.**

### **3.0 SUPPORTING INFORMATION**

3.1 The successful Heritage Lottery Fund (HLF) supported 'Wild About Halton' project comes to an end in March 2009. The project has been running for 6 years, and has established Halton as a leading local authority on biodiversity matters in urban areas through the promotion of nature reserves and in the particular issue of re-connecting people with nature. Recognition of the project has recently appeared in the Heritage Lottery Fund leaflet on Priority Area Development Work. Without the post of Wildspace Project Officer who has promoted a partnership approach throughout the authority the project would not have been so successful.

3.2 Funding is now required to carry on with the Wild About Halton theme. As with all new grant schemes, a new project needs to be submitted rather than continuing with an existing one. Wild About Halton has been evaluated externally on a couple of occasions and it is likely that the new grant scheme called Access to Nature distributed by Natural England

has been modelled partly on the successes that have occurred in Halton. An application to this grant scheme seems an obvious choice.

- 3.3 It is proposed to take the most successful elements of Wild About Halton into a new project called the Artery of Life. The project is to create an Upper Mersey Estuary nature reserve with good access, interpretation material and an opportunity for local people to enjoy it. It is a joint project with Warrington Borough Council. Natural England has indicated that joint bids will be considered in a more favourable light. A joint bid would make the most of the greatest natural asset that unites both areas. Such a partnership approach will make links to other major initiatives connected to the estuary including the Mersey Gateway, Mersey Forest and the Mersey Waterfront Regional Park. The largest part of the project area lies within Halton.
- 3.4. There will be new elements to the grant scheme but it will retain a Project Officer based on the role of the Wildspace Officer who will be employed by Halton Borough Council within the Landscape Services Division. The project will include new access to the Mersey Estuary from residential areas: a new community wetland at Manor Park, Runcorn: new educational programmes including a priority to Key Stage 3 and 4 levels: outdoor education classes and Wild "Ark'ive", a free multi media resource for people of Halton and Warrington and beyond to use to promote our local natural environment in a not-for profit way.
- 3.5 The application can seek up to £500,000 over 4 years, which is the maximum allowed under the Access to Nature grant scheme. Of this, £300,000 would be revenue based to pay for a Project Officer and related activities. The remainder of the application would be for £200,000 for capital works. Match funding from the applicant is also required: in this case, a number of landfill tax schemes totalling £200,000 have been included, as permitted under the guidelines. This leaves a shortfall in the region of £26,000 per year, £13,000 of which would have to be found from existing Halton Borough Council Landscape Services Division budgets and £13,000 of which would have to be found from Warrington Borough Council's Environment and Regeneration Directorate budgets to complete the package.

#### **4.0 POLICY IMPLICATIONS**

- 4.1 Within the Corporate Plan, 2006-2011, the value of enhanced local nature reserves is recognised under Halton's Urban Renewal Area of Focus 12. Examples of future planned activity include "Creating local nature reserves and wild spaces that support the Council's efforts to deliver urban renewal and a better quality of life in Halton."
- 4.2 The more detailed policy justification for the Artery of Life application comes from the Natural Assets Strategy, Action 33; "The Council will create a significant new nature reserve which supports the Council's efforts to deliver urban renewal through the Mersey Gateway" and Action

46: "Subject to appropriate budgetary provision, the Council will continue to deliver the Wild About Halton programme and to employ a Wildspace Officer beyond 2009"

- 4.3 Part of the application will be to deliver a community wetland reserve at Manor Park, Runcorn, which is already an aspiration within the Landscape Services Divisional Plan and which will have environmental benefits in connection with the Mersey Gateway.

## 5.0 OTHER IMPLICATIONS

- 5.1 The application will provide a further 4-year funding for a project officer who would otherwise have to be put at risk. It is also in line with the aspirations of the Mersey Waterfront rejuvenation projects, and with a long-term vision for a regional park in the Upper Mersey Valley through the Mersey Forest Plan.
- 5.2 If successful, it will provide an immediate tailor-made project to engage local people with the environmental opportunities of the Mersey Gateway and 3MG. It will use the construction period to explain the range of protective measures to maintain high environmental standards during a period of disturbance, to be followed by the longer-term operational period of creative conservation and improvement to monitor how nature can exist and thrive as part of large scale infrastructure projects. The Artery of Life will make real the value of Halton's improving environment to local residents

## 6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

- 6.1 **Children and Young People in Halton.** There will be opportunities to contribute to Key Objective E: To ensure that all children and young people in Halton have positive futures after school by embracing life-long learning, employment opportunities and enjoying a positive standard of living. In particular, the Artery of Life can contribute to the attainment of Key Stage 3 and 4 targets.
- 6.2 **Employment, Learning and Skills in Halton.** There will be an indirect contribution to Key Objective B: To develop a culture where learning is valued and to raise skill levels throughout the adult population and in the local workforce.
- 6.3 **A Healthy Halton.** There will be opportunities to contribute to Key Objective C: To promote a healthy living environment and lifestyles to protect the health of the public, sustain individual good health and well-being, and help prevent and efficiently manage illness.
- 6.4 **A Safer Halton.** There will be opportunities to contribute to Key Objective C: To create and sustain better neighbourhoods that are well

designed, well built, well maintained, safe and valued by the people who live in them, reflecting the priorities of residents. The Artery of Life project will be targeted towards certain postcode areas, as demanded by the application guidelines.

- 6.5 **Halton's Urban Renewal.** There will be opportunities to contribute to Key Objective E: To enhance, promote and celebrate the quality of the built and natural environment in Halton. Tackling the legacy of contamination and dereliction to further improve the Borough's image. In particular, in Area of Focus 12, examples of future planned activity include "Creating local nature reserves and wild spaces that support the Council's efforts to deliver urban renewal and a better quality of life in Halton." Artery of Life will be a main delivery mechanism for this Area of Focus.

## 7.0 RISK ANALYSIS

At this stage, there is no risk to applying to the grant scheme. At the more detailed stage of a funding bid, a full risk assessment will be included in the business case for the project. Failure to secure this bid could put at risk the Wildspace Project and its project officer as there is no funding in place after March 31<sup>st</sup> 2009.

## 8.0 EQUALITY AND DIVERSITY ISSUES

All equality and diversity issues as required by the funding body will be addressed.

## 9.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

Document	Place of Inspection	Contact Officer
Natural Assets Strategy	Picow Farm Road	Paul Oldfield



By virtue of paragraph(s) 1, 2 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

Document is Restricted

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

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