

**Bollington Town
Council**

**Personnel & Asset
Management
Meeting**

Enclosures

23rd February 2022

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Minutes of the Meeting of the Personnel & Asset Management Committee

This meeting was held virtually on Microsoft Teams Council
Chambers at the Town Hall
At 10am on Wednesday 19th January 2022

Those Present:

Members with voting rights:

Town Mayor Cllr Johanna Maitland (JM)
Deputy Town Mayor Cllr John Stewart (JS)
Cllrs: Amanda Stott (AS), Angela Williams (AW).

Town Clerk: Julie Mason

Chair: Town Mayor Cllr Johanna Maitland

Declarations of Interest:

None were declared.

Members of the Public

Cllr K Edwards and Cllr J Nicholas.

Cllr JN had attended, with the Clerk, a meeting with the Civic Hall User Group. He highlighted the relevant key points which needed the committee's attention after the meeting. He presented his thoughts to the committee for their consideration.

Cllr KE had attended to discuss the transfer of land from the Town Council to Bollington Health and Leisure. He had also submitted a written report and gave a brief background on the blocked drain and associated costs. He also reported on his recent meeting with the trustees at BHL (Bollington Health and Leisure) and the associated contributed costs from all parties related to this project.

Apologies

Cllr S Knowles due to work commitments and Cllr J Weston due to ill health.

PA 01/22 To approve the minutes from the Extraordinary Personnel and Assets Committee on 29th November 2021

Resolved the minutes were agreed as a true and accurate record.

PA 02/22 Matters raised from the minutes

No matters were raised from the previous minutes.

PA 03/22 To agree the next actions with the transfer of the land from Bollington Town Council to Bollington Health & Leisure.

There had been a meeting with the trustees of BHL, Cllr KE and the Clerk on the 8th December. The retired Clerk had written a 'letter of comfort' to attach the lease to assure BHL the TC would resolve the drain after the transfer had been completed. The background of the transfer was discussed with members. They felt to enter a dispute with the landowner who had taken a small section of the Cheshire East land was not worth the legal costs involved at this time. It was acknowledged the landowner had paid for the drain to be cleared at Christmas, but it was still an issue. The Clerk had gained two quotes to investigate the blocked drain, but no further quotes could be submitted as it was not clear what the problem was that was causing the blockage.

The Chair allowed Cllr KE to speak on the situation.

Resolved the Clerk would instruct an investigation camera in the drain and report back with costs of the works to resolve the issues to Full Council.

Resolved the TC would not use the 'letter of comfort' but resolve the drain before the transfer.

PA 04/22 To receive the report from the meeting with the allotment holders from Heath Road on 23rd November with Cllr Jon Weston and the Clerk and agree actions.

There had been a meeting with the Heath Road allotment holders to ask if they would set up an allotment association and improve the site. They had agreed and it had been an incredibly positive meeting. They had asked that another meeting was arranged with the Clerk in March. Their concerns were as follows; the footpath was very muddy and needed stones putting down, the hose pipe was damaged, and they had been promised a fence along the hedge line to prevent animals entering. It was agreed the Clerk would come back to the Committee with quotes for materials.

PA 05/22 To receive a report from the meeting with the Civic Users, Cllr James Nicholas and the Clerk on 13th December 2021 and agree proposals from the meeting.

To further agree the Town Council reviews the charges of the hire of the Civic Hall in 2022/23.

The Chair allowed Cllr JN to speak on the situation.

The Committee discussed the meeting and the request from the members. The Art Group wanted more tables and better lighting. They had also requested the security lights were repaired in the car park (this had been actioned due to the welfare of the users).

Resolved the Committee felt the number of tables were adequate and asked for a quote for lights to be provided.

There had been a debate on the relationship between BLOG and Dancetech on availability for bookings.

Resolved the Clerk was advised not to deviate from the agreement in place.

It was noted the next meeting was on 16th February.

PA 06/22 To receive the written report from the Clerk summarising the statutory reports carried out in the Civic Hall and the Town Hall and agreed subsequent actions.

The following reports had been carried out in both the Civic Hall and the Town Hall.

Legionella Control check Civic Hall November 2021 GREEN

CONTRACT SERVICES

Water systems particularly good and library responsible for their own, no history of monitoring now we have schematic drawings.

Recommendations

Legionella testing - training in house put in place

Closed loop systems only worked on by specialist engineers

Expansion vessels need 6 month purging and interconnecting pipework's

Thermostatic mixer valves and mixer taps and showers blend water 27 - 42 C. The warm water downstream of a present a potential legionella risk due to the distance the TW is installed away from the outlet, so TMVs will be scheduled for annual servicing. TMTs & Mixer showers are less of a risk as they are directly at the point of use and will typically not be scheduled for servicing.

We need to check that the old domestic hot water pipework is fully disconnected from the cold-water system and is drained.

Four points of routine maintenance flushing that needs to be carried out – boiler room, mixing valves, point of water hear and random cold.

Resolved the Clerk was instructed a plumber to carry out the works

Legionella Control check Town Hall November 2021 GREEN CONTRACT SERVICES

Overall, we have no significant risk

Legionella testing - training in house put in place

Closed loop systems only worked on by specialist engineers and not identified.

Flushing which needs to be carried out little used outlets – cellar, water heater in kitchen instantaneous handwash and random cold need routing maintenance, flushing.

Reviewed 2023

Fire Risk Assessment Bollington Town Hall Nov 2021

- PAT testing 2019 out of date – action instructed
- No one trained on EVAC chair – done HP, JM, KB
- All fire doors leading on to staircase do not meet FD30 specification
- Glazing on ground floor doors and reception hatch are not fire rated – check – 3 months
- All doors in basement are not fire rated and ceilings do not plaster boarded – replace fire doors to FD30s and program under draw the ceilings in the basement with 3 months fire protection. Clerk gained quotes .
- Fire Drills – one done in June but no documentation to train staff.
- Weekly test of fire alarm not done
- Emergency lighting – actioned .
- Electrical hard wiring due 2023 - 5 yearly

The Clerk had gained three quotes for fire doors and compliance.

1) Quote A - £5,785.00 plus VAT NB not including replacement glass in foyer.

li) Quote B - £19,023.00 plus VAT

lii) Quote C - £9,562.00 plus VAT

Resolved Quote A would be accepted subject to the addition of the glass replacement in the hatch

Fire Risk Assessment Bollington Civic Hall Nov 2021

- Electrical hard wiring 2023 – 5 yearly
- PAT testing out of date 2019 – to be actioned in February
- Electrical kettle on hob in library – notice installed
- Fire exit in Kitchen – door open / thumb turn/ Remove signage as not necessary
- Fire Alarm panel indicated a fault needs attention- Personnel to make a decision to repair sensor (£600) or replace fire alarm £5,121.58 (last time quote £6,300 and £6,800 circa). Resolved in one month
- Move to fire extinguisher down to 1.1 m – done
- Fire alarm on weekly basis – not done but actioned
- The Competent person should undertake 6 monthly /annual checks on fire alarm – actioned. CE provide client proof library is done – checked by clerk
- Emergency lighting needs someone new to be trained.

Resolved the fire sensor would be replaced and the new fire alarm put into 2023/24 budget.

Resolved a quote for a thumb turn would be obtained

ASBESTOS Report at CIVIC Hall GREEN CONTRCT SERVICES NOV 2021 reinspect 2022

- Kitchen Ceiling – encapsulate as damaged
- Damage above fire escape – encapsulate
- Apply warning labels – actioned
- Water ingress in lobby – encapsulate
- BLOG storage area damaged – encapsulate
- ceiling tiles all damaged in entrance encapsulate and clean (environment)
- Water damage on ceiling and above window repair and encapsulated
- The textured coating to main hall is damaged and requires encapsulating

ASBESTOS Report at Town Hall GREEN CONTRCT SERVICES NOV 2021

- Access to loft space was restricted the ducting flanges could not be safely accessed therefore we presume asbestos. Advise further investigate.
- Missing signs – replaced by Clerk

Resolved the Clerk would again quote to take the above actions.

The Clerk reported that she had completed an insurance claim for the leak in the Civic Hall roof and met with the loss adjuster who was due to investigate the best method of repairing the roof.

PA 07/22 To approve permission to repair the roof on the garage as there is a leak with associated electrics.

Resolved the Clerk would obtain a quote.

PA 08/22 To receive a report from Cllr J Weston on the progress of the transfer of the land to the residents of Turner Rise and to note the solicitors quote of £650 plus VAT and disbursements.

Deferred

PA 09/22 To agree not to change the deed of variation of the lease to Brookbank House in relation to the utility costs due to costs of £500 plus VAT and disbursements if any.

Resolved The Committee agreed this was an unnecessary cost and the Clerk should draft a letter of agreement subject to Brookbank House agreement.

PART B

Under Standing Orders 3d - Exclusion of the Public.

Meetings shall be open to the public unless their presence is prejudicial to the public interest by reason of the confidential natures of the business to be transacted or for other special reasons.

The public's exclusion from part or all a meeting shall be by a resolution which shall give reasons for the public's exclusion.

It was **Resolved** to move to Part B

Appendix 1

PA 10/22 To note the next meeting is on Wednesday 16th March 2022

Meeting closed at 11.50 pm

From: [REDACTED]

Sent: 25 January 2022 13:36

To: [REDACTED]

Subject: RE: Amended handbook

Hi Julie

The Green Book enhanced maternity pay scheme states that if a pregnant employee has more than one year's continuous service at the point of the 11th week before the expected week of childbirth will be entitled to enhanced Maternity pay as follows:

- 6 weeks' leave payable at 90% of normal pay;
- 12 weeks' leave payable at 50% of normal pay, plus Statutory Maternity Pay at the relevant rate; (capped at 100% of normal pay) and
- 21 weeks' leave payable at the relevant rate of Statutory Maternity Pay

If an employer has an enhanced maternity pay scheme then they should offer the same enhanced pay to an employee going on adoption leave to avoid discrimination claims. This is because same sex couples are likely to adopt.

Let me know if the Council do want to pay enhanced Green Book maternity / adoption pay.

Regards

Rachel

[REDACTED]

Senior Employment Law Adviser & Solicitor

Without Prejudice,
Subject to Contract and internal Council Approval

1. Lessor:

Cheshire East Borough Council, Westfields, Middlewich Road, Sandbach CW11 1HZ (the Council)

2. Lessee:

Bollington Town Council, Town Hall, 36, Wellington Road, Bollington, Macclesfield, SK10 5JR

3. Property:

Land adjacent to Harrop Road Allotments, Bollington as shown in red on the attached plan.

4. Term:

Long Leasehold (term to run concurrently with the term of the existing Harrop Road allotment lease).

5. Rent / Premium:

Peppercorn per annum if demanded.

6. Permitted use:

Allotments

7. Alienation:

The Lessee is not permitted to assign or charge the Lease under the terms of the Lease. Subletting without consent of the Lessor to Allotments holders only is permitted.

8. Condition of the Property:

The Lessor gives no guarantee as to the suitability of the Property or the demised area for the use permitted under the terms of the Lease. The Lessee will take the demised area in its present condition and carry out such repairs that are required to enable their occupation.

The Lease is subject to any existing easements, wayleaves, public or private rights which may exist.

9. Alterations:

No alterations without obtaining in advance all necessary planning permission and any other legally required consents.

OFFICIAL

10. Repairs and Maintenance:

Full repairing and insuring. The Lessee to fence and secure all boundaries.

11. Inspection:

The Lessee will allow the Lessor or any agent of the Lessor access to the demised area and the property at any time upon reasonable notice.

12. Insurance:

The Lessee will be responsible for obtaining insurance for the property and the intended use.

13. Indemnity:

The Lessee shall indemnify and keep the Lessor indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising directly as a result of any breach of the Lease by the Lessee and to effect public liability insurance with an insurer of repute for an insured sum of not less the £10 million at all times during the continuance of this Lease and to effect such contents insurance and employers liability insurance as will adequately cover any staff or customers and their property (if any) from time to time at the demised premises.

14. Nuisance:

The Lessee will not do or permit to be done in the demised area any act or thing that shall be deemed to be a nuisance, to the Lessor, neighbouring landowners or to the general public.

15. Termination:

The Lessor can terminate the Lease at any time if the Lessee breaches any of the terms of the Lease or ceases to use the property for the permitted use.

16. Professional Fees:

The Lessee to pay the Lessor's reasonable professional costs (Legal & Surveyors) for drawing of plans, compiling and completing the Lease and the preparation and service of any notice(s).

17. Security of Tenure:

The Lease will be contracted out of sections 24-28 of the Landlord & Tenant Act 1954 Part 2.

18. Other Terms:

The Lease will be subject to any additional terms deemed appropriate by the Lessor's solicitors.

