

MANSFIELD AND DISTRICT CREMATORIUM JOINT COMMITTEE

COMMITTEE MEETING

Meeting to be held at Ashfield District Council.

Monday, 3 October 2022 at 10.00 am

Members:-

Ashfield District Council	Councillor T Hollis (Committee Member) Councillor H Smith (Committee Member) Councillor D Martin (Committee Member)
Mansfield District Council	Councillor A Burgin (Committee Member) Councillor Richardson (Vice-Chairman) Councillor Whitby (Committee Member)
Newark & Sherwood District Council	Councillor Mrs R Holloway (Chairman) Councillor R Jackson (Committee Member) Councillor P Peacock (Committee Member)

AGENDA

Item	Page No.
1. Apologies for Absence	
2. Declarations of interest by Members and Officers	
3. Declarations of intent to record the meeting	
4. Minutes of the meeting held on 23 May 2022	3 - 7
5. Governance Arrangements for the Joint Committee	8 - 21
6. Operations Report	22 - 23
7. Financial Management Review April-July 2022	24 - 32
8. Committee Work Programme	33 - 35
9. Date of Next Meeting - Monday, 12 December 2022 at Mansfield DC offices	

10. Exclusion of the Press and Public

That, under section 100A (4) of the Local Government Act 1972, the public be excluded from the meeting for the following items of business on the grounds that they involved the likely disclosure of exempt information as defined in part 1 of Schedule 12A of the Act.

11. New Crematorium Update Report 36 - 60

12. 'Mansfield Funerals' Proposal 61 - 66

NEWARK AND SHERWOOD DISTRICT COUNCIL

Minutes of the Meeting of **Mansfield and District Crematorium Joint Committee** held in the Civic Suite, Castle House, Great North Road, Newark, Notts, NG24 1BY on Monday, 23 May 2022 at 10.00 am.

PRESENT: Councillor Mrs R Holloway (Chairman)
Councillor S Richardson (Vice-Chairman)

Councillor T Hollis, Councillor D Martin, Councillor H Smith, Councillor A Burgin, Councillor Whitby and Councillor R Jackson

APOLOGIES FOR ABSENCE: Councillor P Peacock (Committee Member)

1 APPOINTMENT OF CHAIRMAN

In accordance with the Constitution the offices of Chairman and Vice Chairman shall, in successive years, rotate between the three constituent authorities. The Chairman for 2022/23 to be a Member from Newark & Sherwood District Council.

The outgoing Chairman, Councillor T Hollis invited Newark & Sherwood District Council to nominate a Chairman for this year.

Councillor R Jackson nominated Councillor Mrs R Holloway who then accepted the role.

2 APPOINTMENT OF VICE CHAIRMAN

The Vice Chairman for 2022/23 to be a Member from Mansfield District Council.

The newly elected Chairman, Councillor Mrs R Holloway invited Mansfield District Council to nominate a Vice-Chairman for this year.

Councillor A Burgin nominated Councillor S Richardson who then accepted the role.

3 DECLARATIONS OF INTEREST BY MEMBERS AND OFFICERS

There were no declarations of interest.

4 DECLARATIONS OF INTENT TO RECORD THE MEETING

NOTED that no intention to record the meeting was declared apart from through the usual web platforms.

5 MINUTES OF THE MEETING HELD ON 28 FEBRUARY 2022

The Minutes of the Meeting held on 28 February 2022 were approved as a correct record and signed by the Chairman.

6 GOVERNANCE ARRANGEMENTS FOR THE JOINT COMMITTEE

The report proposed a revised Agreement at Appendix 1 is adopted in relation to the Mansfield and District Crematorium Committee, to reflect governance changes at Newark & Sherwood District Council. The Joint Committee to consider if the Agreement should be further amended to clarify which decisions are reserved to the Joint Committee and which decision Officers are authorised to take. Appendix 2 provided a template for all future Joint Committee reports, attached for information.

Members discussed the report and some concerns were raised about the fact that only Cabinet Members could be appointed to the Committee by Newark & Sherwood following its change in governance arrangements.

It was explained to the Committee that the Local Government Act requires representatives on a joint committee exercising executive functions to be Cabinet Members when an authority is operating under the Cabinet system.

The Committee was in agreement to defer the report to the next meeting for further discussion.

AGREED (unanimously) that:

- i) proposals for amendment to the Agreement in relation to the Mansfield and District Crematorium Joint Committee be brought to the next meeting of the Joint Committee.
- ii) the template for future Joint Committee reports be noted.

7 OPERATIONS UPDATE REPORT

The report provided an update on staffing and the current operation of the Crematorium. The Chairman and the previous Chairman took the opportunity to congratulate Nada Colclough on her appointment to the role of Crematorium and Cemeteries Manager and Registrar.

The Crematorium and Cemeteries Manager and Registrar presented the report.

The Committee discussed the cremators and ancillary equipment proposed works at 4.2, 4.3 and 4.4 of the report, and agreed to add 4.2 to the recommendation, whilst 4.3 and 4.4 be taken to the next Committee for further consideration.

The proposed works at section 7 were also considered referring to Contracts 1, 2, 3 and 4.

AGREED that:

- i) the contents of the report be noted.
- ii) the proposed works at 4.2, 7.2, 7.3, 7.4 and 7.5 be approved.

8 ANNUAL STATEMENT OF ACCOUNTS 2021/2022

The report presented the annual report and statement of accounts for 2021/2022 showing the Committee's financial position as at the 31 March 2022 and the revenue and capital activity during the financial year.

The Treasurer of the Mansfield and District Joint Crematorium Committee informed the meeting that this was a statutory document providing the financial activity for April 2021 to March 2022, having been approved by Assurance Lincolnshire.

The Chairman and Treasurer signed off the Annual Report and Statement of Accounts for 2021/2022.

AGREED (unanimously) that:

- i) the statement of accounts as presented in Appendix A for the financial year 2021/2022 is approved;
- ii) the 2021/2022 budgeted surplus distribution as detailed in Appendix A, 3.7, pages 8 & 9, is approved;
- iii) up to £130,000 of unused capital budget in 2021/2022, as detailed in 3.7 of this report, to be carried forward into 2022/2023 is approved; and
- iv) the detailed revenue and capital information provided in Appendix C is noted.

9 COMMITTEE WORK PROGRAMME

The Members noted the Committee Work Programme.

10 EXCLUSION OF THE PRESS AND PUBLIC

Agreed (unanimously) that under section 100A (4) of the Local Government Act 1972, the public be excluded from the meeting for the following items of business on the grounds that they involved the likely disclosure of exempt information as defined in part 1 of Schedule 12A of the Act.

11 NEW CREMATORIUM UPDATE REPORT

Committee resolved that under Section 100(A) of the Local Government Act 1972, the press and public be excluded from the meeting during discussion of this item of business on the grounds that it involves the likely disclosure of exempt information as defined in Paragraph 3 of Schedule 12A of the Act and that the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

It is considered that the need to treat the information in this report as exempt outweighs the public interest in disclosure because of potential to prejudice the

commercial interests of the contractor, if the financial details were to be put into the public domain thereby becoming available to competitors.

12 DATE OF NEXT MEETING - 5 SEPTEMBER 2022

Monday, 5 September 2022 at 10 am, to be held at Ashfield District Council Offices.

Meeting closed at 11.17 am.

Chairman

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

Document is Restricted

Agenda Item 5



Report to: **Mansfield and District Joint Crematorium Committee**

Date: 3 October 2022

Director Lead: Newark & Sherwood District Council, Sue Bearman

Assistant Director Legal & Democratic Services, Clerk to the Joint Committee

sue.bearman@newark-sherwooddc.gov.uk 01636 65595

Lead Officer: As above

Report Summary	
Type of report	Open Report
Report Title	Governance Arrangements for the Joint Committee
Purpose of Report	This report proposes that a revised Agreement is adopted in relation to the Mansfield and District Crematorium Committee, to reflect governance changes at Newark & Sherwood District Council and to clarify which decisions are referred to the Committee.
Recommendations	That the Joint Committee approves the revised Agreement in relation to the Mansfield and District Crematorium Committee, for formal approval by each of the constituent Authorities.

1.0 **Background**

- 1.1 Newark & Sherwood District Council adopted a new system of governance on 17 May 2022; Executive Arrangements. The agreement under which the Joint Committee operates (the Agreement) needs to be amended to reflect this change.
- 1.2 Members have previously requested that the Agreement is reviewed to provide clarity in respect of the extent of delegation to Officers for decision-making.
- 1.3 A report was brought to Committee on 23 May 2022; Members requested further advice on the composition of the Joint Committee, and further amendments to the Agreement to provide clarity in respect of the extent of delegation to Officers for decision-making and matters that should be reserved to the Joint Committee.
- 1.4 Regarding the composition of the Committee, paragraph 5.1.1 of the Joint Committee Agreement stipulates that each member authority shall appoint three executive members;

separate provision was made for Newark & Sherwood when it operated a committee system of governance. The reason for this provision is that it is a requirement under local government legislation for joint committees discharging executive functions, to have a membership of executive members from its constituent authorities (The Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 Regulation 12(2)); those members do not need to reflect the political composition of each member authority.

2.0 Proposal/Options Considered and Reasons for Recommendation

- 2.1 The amendments to the Joint Committee Agreement that are required to reflect the governance changes at Newark & Sherwood are shown as tracked changes in the Agreement that is shown in full in the **Appendix** to this report.
- 2.2 The amendments to the Joint Committee Agreement that are proposed in order to provide clarity in respect of the extent of delegation to Officers for decision-making and matters that should be reserved to the Joint Committee, are shown as tracked changes at Section 18 of the Agreement.
- 2.3 It is considered that the amendments proposed provide clarity for Members and Officers, ensuring Members are responsible for decision-making when appropriate, and allowing Officers to continue with day-to-day operational decision-making. This should ensure smooth service delivery and effective oversight.

3.0 Implications

In writing this report and in putting forward recommendations officers have considered the following implications; Data Protection, Digital and Cyber Security, Equality and Diversity, Financial, Human Resources, Human Rights, Legal, Safeguarding and Sustainability, and where appropriate they have made reference to these implications and added suitable expert comment where appropriate.

Background Papers and Published Documents

Except for previously published documents, which will be available elsewhere, the documents listed here will be available for inspection in accordance with Section 100D of the Local Government Act 1972.

The Joint Committee report of 23 May 2022 is [published](#).

MANSFIELD AND DISTRICT CREMATORIUM JOINT COMMITTEE

AGREEMENT RELATING TO JOINT MANAGEMENT ARRANGEMENTS FOR MANSFIELD & DISTRICT CREMATORIUM

BETWEEN

MANSFIELD DISTRICT COUNCIL

-and-

ASHFIELD DISTRICT COUNCIL

-and-

NEWARK & SHERWOOD DISTRICT COUNCIL

This **DEED OF AGREEMENT** is made the **xx** day of **xxxxxxx 2022**

BETWEEN

- (i) **Mansfield District Council of Civic Centre, Chesterfield Road South, Mansfield, Nottinghamshire NG19 7BH (“Mansfield”)** and
- (ii) **Ashfield District Council of Council Offices, Urban Road, Kirkby in Ashfield, Nottinghamshire NG17 8DA (“Ashfield”)** and
- (iii) **Newark and Sherwood District Council of Castle House Great North Road Newark NG24 1BY (“Newark and Sherwood”)**

WHEREAS:

1. The authorities to this Deed have by their Executives or by virtue of Section 102 (1) of the Local Government Act 1972 the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions)(England) Regulations 2000, now superseded by The Local Authorities (Arrangements for the Discharge of Functions)(England) Regulations 2012 and all and every power enabling them agreed and resolved to constitute a Joint Committee to exercise the powers which each of the Authorities hereto might respectively have exercised by virtue of the Cremation Acts 1902 and 1952 for the provision, running, maintenance and management of the existing Crematorium (“the Crematorium”) at Derby Road, Mansfield, Nottinghamshire NG18 5BJ which is more particularly described in paragraph 1 below and on 3 July 2002 entered into a Joint Management Agreement (“the 2002 Agreement”).
2. The 2002 Agreement and a subsequent Agreements on 27 July 2012 and 11 November 2013 (“the 2013 Agreement”) superseded an agreement entered into by the said Authorities or their predecessor authorities dated 4th April 1955 (the Prior Agreement).
3. The parties now wish to revise the terms of the 2013 Agreement to reflect Newark and Sherwood District Council’s change in governance

arrangements to ~~a committee style of governance~~Executive Arrangements with effect from ~~14th-17 May 2013-2022~~ and have entered into a Revised Agreement accordingly.

NOW in pursuance of the said Agreement and in consideration of these presents THIS DEED WITNESSES as follows:

1.0 Definitions and Interpretation

1.1 In this Agreement, the following expressions shall have the meaning set out below unless the context otherwise requires:

- “Authority” means either Mansfield, Ashfield or Newark and Sherwood and “Authorities” shall be construed accordingly;
- “Annual Meeting” means the annual meeting of the Joint Committee held each year in accordance with Paragraph 7.2 of this Agreement;
- “Chief Executive” means the Head of an Authority’s Paid Service being the person designated as such under Section 4 of the Local Government and Housing Act 1989;
- “Clerk” means the person appointed by virtue of Paragraph 17.1 to carry out certain duties allocated by this Agreement;
- “Commencement Date” the ~~14th day of May 2013~~17 May 2022
- “Council” the Council of elected members of the Authorities to this Agreement;
- “Crematorium” the crematorium known as the Mansfield and District Crematorium, which includes all buildings, grounds, equipment and all other property appurtenant thereto;
- “Crematorium Site” means the land shown edged red on the plan annexed situate at Derby Road, Mansfield, Nottinghamshire;
- “Executive” ~~in relation to Mansfield District Council and Ashfield District Council,~~ the form of Executive created and operated by ~~that each~~ Authority in accordance with Sections 10 and 11 of the Local Government Act 2000;
- “Financial Year” the period running from 1 April in one calendar year until 31 March in the next calendar year (inclusive);
- “Joint Committee” the Mansfield and District Crematorium Joint Committee constituted by this Agreement;
- “Member” unless the context otherwise so requires a member of the Joint Committee;
- “Ordinary Meeting” any meeting of the Joint Committee that is not an annual meeting or a special meeting;

“Special Meeting” a meeting of the Joint Committee convened in accordance with Paragraph 7.6 of this Agreement.

- 1.2 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.3 The clause, paragraph and schedule headings do not form part of this Agreement and should not be taken into account in its construction or interpretation.
- 1.4 References to Statutes, sections of Statutes or Statutory Instruments shall include any statutory modifications or re-enactment thereof from time to time and for the time being enforced.

2.0 **Duration of Joint Committee**

The Authorities shall constitute the Joint Committee from the Commencement Date and the Joint Committee shall continue thereafter unless and until determined under the provisions contained in this Agreement. If one of the constituent authorities gives notice of their intention to withdraw from the arrangements, the Joint Committee may continue to operate with the two remaining constituent authorities and this Agreement shall be amended accordingly.

3.0 **Name of Joint Committee**

The Joint Committee shall be known as the Mansfield and District Crematorium Joint Committee.

4.0 **Provision and Location of Crematorium**

The Crematorium is located on the Crematorium Site which site was acquired by Mansfield District Council on behalf of the predecessor Authorities to those which are party to this Agreement.

- 4.1 The Crematorium Site is now vested in Mansfield by virtue of S120(4) of the Local Government Act 1972.
- 4.2 Mansfield acknowledges that it holds the Crematorium Site on behalf of the constituent authorities. It further acknowledges that in the event of the Crematorium Site being sold to a third party, the assets shall be apportioned between the Authorities in accordance with a formula to be agreed between them. In the absence of agreement being reached between the parties as to the formula to be applied, regard shall be given to the original capital contributions of the predecessor Authorities and to contributions to revenue deficits and contributions to capital made by the three Authorities and by their predecessor Authorities. In the event of the three Authorities failing to reach agreement, having had regard to such historic data, an arbitrator shall be appointed to determine the due apportionment, the arbitrator to be nominated by the external auditors for the time being of the Joint Committee.

5.0 **Membership**

- 5.1 The Joint Committee shall consist of members appointed by the Authorities as follows:

- 5.1.1 ~~Mansfield District Council and Ashfield District Council~~The Authorities shall each appoint three executive members ~~and Newark and Sherwood District Council shall appoint three members~~ to the Joint Committee
- 5.1.2 Subject to the provisions of this Agreement each Member shall continue in office for a period of one year or ~~in the case of Mansfield and Ashfield Councils,~~ until such time as he shall cease to be an executive member of the Council by whom he is appointed whichever is the sooner and any provision in the ~~Standing Orders~~constitutions of any of the Authorities to the contrary is hereby waived.
- 5.1.3 If any Authority does not appoint the number of members which it is entitled to appoint, the other members of the Joint Committee shall be competent to carry out the business thereof pursuant to this Agreement.
- 5.1.4 Any person who is a member of the Councils of more than one Authority shall only represent the first Authority to appoint him as a member and any subsequent appointment by another Authority shall be void.
- 5.2 The Chief Executive of each Authority shall notify the Clerk within 14 days of any appointment of a member of his Council to the Joint Committee.
- 5.3 Any member may at any time resign his office as such member by notice addressed to the Clerk who should forthwith notify the respective Chief Executives of each of the Authorities.
- 5.4 Any member may be removed at any time by resolution by the Executive of the Authority by whom he was appointed ~~or by the Council as the case may be~~, but such removal should only become effective upon receipt by the Clerk of notification thereof.
- 6.0 **Chair and Vice-Chair**
- 6.1 At the first meeting of the Joint Committee and subsequently at its Annual Meeting in each successive year, the Joint Committee shall select one of its members as Chair and another as Vice-Chair for the forthcoming year provided that at no time should the Chair and Vice-Chair be members of the same Authority.
- 6.2 The offices of Chair and Vice-Chair shall, in successive years, rotate between the three constituent authorities.
- 6.3 The elected Chair and Vice-Chair shall remain in office until the next Annual Meeting unless by reason of death, resignation, disqualification or any other cause before that time and, upon a vacancy occurring within the term of office, another member from the same Authority shall be appointed by the Joint Committee to fill the vacancy until the next Annual Meeting. Disqualification shall, in the case of Mansfield and Ashfield District Councils, include ceasing to hold office as an executive member of the appointing Authority.
- 6.4 If there is equality of votes for the appointment of Chair or Vice-Chair, then the Chair for the time being of that meeting shall have a casting vote.
- 7.0 **Meetings of the Joint Committee**

- 7.1 The Joint Committee shall hold an Annual Meeting which will normally be before the end of June in each year.
- 7.2 Other than the Annual Meeting, meetings shall be held at such places and on such dates and at such times as the Joint Committee may decide from time to time save that meetings shall be held not less than quarterly.
- 7.3 Ordinary meetings and Annual Meetings of the Joint Committee shall be convened by the Clerk who shall deliver notice thereof to each member and observer at least five clear days before the date of the meeting (provided that failure to serve such notice on any member shall not affect the validity of the meeting).
- 7.4 With the notice referred to in Paragraph 7.3 the Clerk shall send a copy of the agenda for the meeting which shall include:
 - 7.4.1 Provision for the declaration of disclosable pecuniary interests by members and observers;
 - 7.4.2 All items of business which have been, or are deemed to have been, referred to the Joint Committee by a Scrutiny Committee, the Cabinet an ordinary committee (in the case of Newark and Sherwood District Council) or a Council Resolution of any Authority;
 - 7.4.3 All reports submitted by any officer of any of the Authorities; and
 - 7.4.5 Any item of business directed to be included by the person appointed to preside at the meeting.
- 7.5 A quorum of three members must be present to constitute a meeting provided that there is at least one member present from each Authority.
- 7.6 The Chair and two or more members of the Joint Committee may at any time by notice specifying the business to be transacted and sent to the Clerk require a Special Meeting of the Joint Committee to be convened and the Clerk shall accordingly convene a Special Meeting which will be held within 21 clear days of receipt by the Clerk of the said notice.
- 7.7 The Clerk shall give members of the Joint Committee at least five clear days notice of the Special Meeting and such notice shall specify the business that is proposed to be transacted.
- 7.8 No business shall be transacted at a Special Meeting other than that specified in the notice sent to the Clerk and referred to in Paragraph 7.6 above.

8.0 **Persons Presiding at Meetings**

- 8.1 The Chair, or in his absence, the Vice-Chair shall preside at every meeting provided that if both the Chair and Vice-Chair are absent, the members present shall elect another member of the Joint Committee who shall preside at that meeting.

9.0 **Voting**

- 9.1 Every question at a meeting of the Joint Committee shall be decided by a majority vote of those members present and voting and in the case

of an equality vote the person presiding at the meeting shall have a second and casting vote.

- 9.2 Except where a requisition is made under paragraph 9.3, the method of voting at meetings of the Joint Committee shall be by show of hands.
- 9.3 If requisition for a recorded vote is made by not less than three members present before a vote is taken on any question or motion, the voting shall be recorded so as to show whether each member present voted for or against that question or motion or abstained from voting.
- 9.4 Where, immediately after a vote is taken, any member present so requires, there shall be recorded in the minutes whether the person cast his vote for the question or against the question or whether he abstained from voting

10.0 **Veto**

- 10.1 Any member of the Joint Committee shall have a right of veto in respect of any decision of the Joint Committee
- 10.2 Such veto must be exercised prior to close of the meeting at which the matter is considered and shall provide that a decision is deferred on that matter until the next available meeting of the Joint Committee.
- 10.3 The right of veto shall not be exercisable where the majority of members of the Joint Committee present and voting resolve that the matter in question requires an urgent decision.
- 10.4 The right of veto may only be exercised once in respect of any matter.

11.0 **Minutes**

- 11.1 The Clerk shall be responsible for keeping a record of attendance and a record of business transacted at every meeting of the Joint Committee and the Minute Book shall be submitted to and signed at the next following meeting.
- 11.2 The person presiding at the next following meeting and referred to in Paragraph 11.1 shall put the question that the minutes be approved as a correct record of the previous meeting.
- 11.3 No discussion shall take place upon the minutes, except upon their accuracy. If no question is raised as to accuracy or, if it is raised then as soon as it is disposed of, the person presiding shall sign the minutes.
- 11.4 Copies of the minutes of every meeting of the Joint Committee and any Sub-Committee thereof shall as soon as possible after each meeting and in any event within five working days be sent by the Clerk to the Chief Executive of each Authority and ~~, in the case of Ashfield and Mansfield District Councils,~~ a copy of the minutes will be submitted to the appropriate ~~Scrutiny-scrutiny Committee-committee~~ of the ~~Council Authority~~ for consideration at the next meeting thereof, subject to proper notice in accordance with that ~~Council's-Authority's Standing Orders rules of procedure.~~
- 11.5 If any matter or decision arising from the minutes of the Joint Committee is referred by a ~~Scrutiny-scrutiny Committee-committee~~ of ~~Mansfield or Ashfield District Councils~~ to the Joint Committee, it shall be reconsidered in the light of the ~~Scrutiny-scrutiny Committee's committee's~~ reference and reasons by the Joint Committee at the next

Joint Committee meeting of which proper notice of the matter can be given and the Joint Committee's decision after such reconsideration shall be final.

12.0 **Sub-Committees**

12.1 The Joint Committee may from time to time appoint Sub-Committees for any general or special purpose in connection with their powers and functions. Any Sub-Committees so appointed shall consist only of members but should include at least one member from each Authority.

12.2 The Joint Committee shall at the time of appointing any Sub-Committee determine the terms of reference of that Sub-Committee.

13.0 **Vacancies**

13.1 No act or proceeding of the Committee shall be questioned on account of any vacancy or on account of any defect in the appointment of any member.

14.0 **Capital Expenditure**

14.1 If the Joint Committee shall at any time require to incur capital expenditure for:

14.1.1 the acquisition of property;

14.1.2 the construction of works;

14.1.3 any other capital purposes in connection with its powers

then (unless the Joint Committee shall in their discretion decide to defray such expenditure out of revenue surpluses) the express approval of each of the Authorities to such capital expenditure shall be required. In the event of the request for additional capital funding being approved by each of the Authorities, the Authorities shall contribute to that capital expenditure in accordance with a formula to be calculated according to the throughput of cremations emanating from each of the Authorities for the relevant financial year, ("the Formula") unless the Authorities shall jointly determine that a different formula be applied. For the purposes of the calculations, any cremations emanating from outside the areas of the three constituent authorities shall be disregarded.

14.2 The Joint Committee shall, from time to time, pay the amounts of all interest and all instalments of principal and other payments that become due under any loan raised pursuant to Paragraph 14.1 above.

14.3 The Authorities expressly give delegated authority to the Joint Committee to determine the capital programme provided that the cost of funding the same can be met from revenue surpluses and any accrued repairs and renewals fund.

15.0 **Revenue Expenditure**

- 15.1 All expenses of a revenue nature incurred by the Joint Committee in any financial year shall be borne in accordance with the same Formula to be applied to capital expenditure, namely according to the throughput of cremations emanating from each of the respective Authorities for the relevant financial year as set out in paragraph 14.1.3.
- 15.2 The Joint Committee may use or carry forward part or all of any profit or surplus made in any financial year for the purposes of:
- 15.2.1 Paying debts
- 15.2.2 Meeting contingencies
- 15.2.3 Meeting future expenses
- 15.2.4 Funding any capital works in accordance with clause 14.3, but any amount of such profit or surplus not so applied shall be returned to the Authorities according to the formula set out in paragraph 14.1.3 namely the throughput of cremations emanating from each of the constituent Authorities for the relevant financial year. In calculating the respective share to be distributed to each of the Authorities any cremations from outside the areas of the three constituent Authorities shall be disregarded.
- 15.3 Revenue surpluses shall be applied in the first instance towards funding the capital programme from time to time agreed by the Joint Committee in accordance with clause 14.3. However, the Authorities shall be entitled to elect to take their share of the revenue surplus provided that they provide the equivalent amount by way of capital contribution towards the agreed capital programme.
- 15.4 In the event of a revenue deficit, this shall be met by the constituent Authorities in accordance with the Formula set out in paragraph 14.1.3 for the relevant financial year.

16.0 **Interest on Sums Due**

- 16.1 Any sum properly payable by any of the Authorities to the Joint Committee whether of a capital or revenue nature, which is not paid by the due date shall be liable to interest at the base lending rate of Mansfield's bankers until such time as the sum due is paid in full.

17.0 **Apportionment of Assets and Liabilities**

- 17.1 If one or more of the constituent authorities give notice under clause 21 that they wish to withdraw from the joint management arrangements, they shall be entitled, on such withdrawal, to receive an appropriate apportionment of assets or shall be required to pay an appropriate apportionment of the liabilities of the Crematorium on the basis of a formula calculated with reference to the number of cremations as a percentage of total within area cremations (i.e. excluding out of area cremations entirely from the calculation) over the 15 year period immediately preceding the effective date of such withdrawal as follows:

- X = Number of cremations taking place within each district area for the preceding 15 years
- Y = Total number of cremations taking place within the total of the constituent district areas (excluding out of area cremations)

$$\frac{X}{Y} \times 100 = \% \text{ for each authority } \times \text{ value of assets or liabilities.}$$

17.2 In such event, the authority or authorities giving notice of their intention to withdraw shall be required to meet any costs directly arising as a result of such withdrawal including any professional fees incurred.

17.3 In the event of a sale or disposal of the Crematorium to a third party or in the event of it ceasing to operate for any other reason, the formula to be applied for the distribution of assets and liabilities shall be calculated according to the number of cremations emanating from each district as a percentage of the total within area cremations (i.e. excluding out of area cremations from the calculations) over the 25 year period immediately preceding the disposal or closure as the case may be as follows:

- X = Number of cremations taking place with each district area for the preceding 25 years
- Y = Total number of cremations taking place within the total of the constituent district areas (excluding out of area cremations)

$$\frac{X}{Y} \times 100 = \% \text{ for each authority } \times \text{ value of assets or liabilities.}$$

17.4 The Joint Committee shall make appropriate arrangements for a valuation of the Joint Committee's assets and liabilities to be carried out on a 5 yearly basis.

18.0 **Appointment of Officers**

18.1 Those persons currently holding office as Clerk and Treasurer pursuant to the ~~Prior-2013~~ Agreement shall continue to hold office by virtue of this Agreement. Should those officers resign or otherwise cease to hold office the Joint Committee shall appoint to those offices, provided that any person so appointed shall be an employee of one of the Authorities and shall cease to hold office on terminating such employment.

18.2 The Joint Committee shall appoint and pay such employees as it deems necessary to provide, equip, maintain and manage the Crematorium and also duties ancillary thereto required to be provided by virtue of this Agreement or by Statute. Such employees shall be employed by Mansfield District Council on the Joint Committee's behalf on the terms and conditions of employment which apply to employees of Mansfield District Council and shall be enabled to join any pension scheme which employees of Mansfield are entitled to join by virtue of

their individual Contracts of Employment. Matters relating to staff are delegated to Mansfield District Council's Head of Paid Service.

18.3 Employees of Mansfield District Council have delegated authority to take all operational, managerial and professional decisions in respect of the provision and management of the Crematorium and ancillary duties. Any decisions of strategic significance or that are potentially contentious will be escalated in accordance with the Authority's Constitution. Consultation with the Chairman, and Vice Chairman of the Joint Committee and nominated Member from the third authority will be undertaken as appropriate.

18.4 Some decisions are reserved to the Joint Committee: approving the annual capital and revenue budgets, setting fees and charges, approving the Annual Statement of Accounts and the Statement of Internal Control, and all Key Decisions as defined by Mansfield District Council's Constitution as amended from time to time.

19.0 **Accounts**

19.1 The Treasurer shall keep accounts of all monies received by and all expenditure of the Joint Committee as may be required for the purposes of Part 8 of the Local Government Act 1972.

19.2 As soon as practicable after the end of the financial year the Joint Committee shall send to each Authority a full report of the operations of the Joint Committee during the last financial year and a copy of the accounts thereof.

19.3 Mansfield will arrange for an annual audit of the accounts to be carried out and the Joint Committee shall provide a copy of the report thereof to each of the Authorities as soon as practically possible after receipt of the same.

20.0 **Performance of Agreement**

20.1 The Authorities shall at all times take all or any action as may be necessary for giving full effect to this Agreement and every provision and obligation contained herein and any decision made by the Joint Committee pursuant hereto.

20.2 Each Authority shall bear its own costs for the negotiation, preparation, completion and stamping of this Agreement and any amended agreement be approved by the three constituent authorities.

20.3 If any Authority shall fail to carry out any necessary act required to be taken pursuant to Paragraph 20.1 and 20.2 above, the others may implement any reasonable measures necessary to effect this Agreement or any proper decision of the Joint Committee and the reasonable costs thereof shall be recoverable as a debt from the Authority which so failed to act.

21.0 **Withdrawal from the Agreement or Termination of the Agreement**

- 21.1 If any of the Authorities wish to withdraw from this Agreement they shall be required to give not less than twenty-four months notice to expire on 31st March in any year.
- 21.2 Termination of the Agreement in its entirety shall only be effected by agreement of all the parties at the relevant time. If one party gives notice of their intention to withdraw from the Agreement, the remaining parties shall continue to operate under the terms of this Agreement (subject to any consequential amendments) unless they shall otherwise determine.
- 21.3 In the event of one of the authorities giving notice of their intention to withdraw from the Agreement, the provisions as to apportionment of assets and liabilities and payment of costs as set out in clauses 17.1 and 17.2 ante shall apply.
- 21.4 If any of the authorities wishes to make any major alterations to the terms of this Agreement, then in default of agreement between the authorities, this shall be referred to arbitration in accordance with paragraph 22 below.
- 21.5 In the event of the parties jointly agreeing to terminate this Agreement, the apportionment of assets and liabilities shall be in accordance with clause 17.3 ante.

22.0 **Arbitration**

- 22.1 Any dispute between the Authorities and or arising out of this Agreement shall be referred to a single arbitrator to be agreed upon by the Authorities or in default of the Agreement to be nominated by the Secretary of State for the Environment, Transport and the Regions or such other Government Minister who shall be appropriate in accordance with and subject to the provisions of the Arbitrations Acts ~~1950 and 1979~~1996 or any statutory modification or re-enactment ~~of them~~ for the time being in force.

23.0 **Complaints**

- 23.1 Any complaints received by the Joint Committee or any of the Authorities relating to the Crematorium or any officer employed thereat or as to the performance of functions under this Agreement whether made through an Authority's complaints procedure or received via the Local Government Parliamentary Ombudsman shall be dealt with by the Clerk.

24.0 **Notices**

- 24.1 Notices under this Agreement shall be in writing and except where otherwise specified herein shall be delivered or despatched by first class post to the principal office of the Authority by whom the Clerk is employed as the case may be or sent by email to the Clerk at the address specified by them. Notice given by first class post is deemed to be given and received three days after it is despatched. Notice given by email is deemed to be given at the time of transmission, or if this time falls outside a working day, when the next working day resumes.

25.0 **General**

25.1 The Contracts Act (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

EXECUTED by the Authorities as a Deed the day and year first before written

SEALED AS A DEED by
MANSFIELD DISTRICT COUNCIL
in the presence of:

SEALED AS A DEED by
ASHFIELD DISTRICT COUNCIL
in the presence of:

SEALED AS A DEED by
NEWARK AND SHERWOOD DISTRICT COUNCIL
in the presence of:



Report to: **Mansfield and District Joint Crematorium Committee**

Date: 3 October 2022

Director Lead: Mansfield District Council, Sarah Troman, Head of Neighbourhood Services, 01623 463036

Lead Officer: Mansfield District Council, Nada Colclough, Crematorium and Cemeteries Manager and Registrar, 01623 463882

Report Summary	
Type of report	Open Report
Report Title	Operations Report
Purpose of Report	This report seeks to provide an update on staff and the current operation of the crematorium
Recommendations	That members note the report

1.0 Background

Previous decisions taken at the last committee meeting:

Approval of works to crematory in the form of four contracts in order to minimise disruption to service provision while awaiting the new build crematorium

2.0 Proposal/Options Considered and Reasons for Recommendation

2.1 Staffing

2.1.1 Remaining administration vacancy has now been filled and the team is now at the required capacity

2.1.2 Services have been stretched due to sickness absence, one member of staff being on long terms sick and this is being managed in line with policy

2.2 Cremator and Ancillary Equipment

2.2.1 Quotes have been sought for the reline of cremator 4 with prices varying quite considerably. The price for the reline is £41k which is cheaper than the quotation from our usual contractor. The chosen team were the original installation team for the

exiting creators, so therefore have a robust understanding of the structures and computer system of the cremators.

2.3 Project Update

- 2.3.1 BACAS self-booking system project has been halted due to the delays in completion. A project has been started to evaluate and procure a new system. The current system is outdated and doesn't keep up with the demands of the service. Demo of alternative solutions are taking place during September
- 2.3.2 Previously agreed contract work:
 - 2.3.2.1 Contract 1 – Water supply application being made to Severn Trent for a new water connection.
 - 2.3.2.2 Contract 2 – Fire doors, ducting removal, making good from old abatement system, partition wall to be erected, Thoresby chapel works and general works – works anticipated to be completed by November. Works to be completed over an extended weekend to minimise disruption to services
 - 2.3.2.3 Contract 3 – Mezzanine Flooring – Work anticipated to be completed by end of October with contract awarded.
 - 2.3.2.4 Contract 4 – Flue works – will be investigated at the same time as the re-brick on cremator 4

2.4 Recycled Metals Scheme

- 2.4.1 In line with the metal recycling scheme a donation of £12,000 has been made to Beaumont House Hospice Care in September, Newark and Sherwood's nominated charity. The next payment will be made to Mansfield Nominated charity, John Eastwood Hospice.

2.5 Cremation Data

- 2.5.1 Usual summer dip in cremation numbers has not been observed over the summer months, with cremation numbers seeing a 16.9% increase in cremations during May – August 2019 (pre pandemic numbers) compared with the same months during 2022.
- 2.5.2 Despite the increase in cremations, and running on limited capacity, due to the health of the cremators, a funeral service could be booked in within 7 days.

Year	2019/2020	2020/2021	2021/2022	2022/2023
Q1	565	745	533	576
Q2	505	511	558	
Q3	579	640	607	
Q4	660	838	601	
Total	2309	2734	2299	

3.0 Implications

In writing this report and in putting forward recommendations officers have considered the following implications; Data Protection, Digital and Cyber Security, Equality and Diversity, Financial, Human Resources, Human Rights, Legal, Safeguarding and Sustainability, and where appropriate they have made reference to these implications and added suitable expert comment where appropriate.

Background Papers and Published Documents

Except for previously published documents, which will be available elsewhere, the documents listed here will be available for inspection in accordance with Section 100D of the Local Government Act 1972.

NIL



Report to: **Mansfield and District Joint Crematorium Committee**

Date: 3 October 2022

Director Lead: Mansfield District Council, Dawn Edwards, Head of Finance.

Contact Details:- email dedwards@mansfield.gov.uk or tel. 01623 463015

Lead Officer: Mansfield District Council, Wendy Gregson, Senior Finance Advisor.

Contact Details:- email wgregson@mansfield.gov.uk or tel. 01623 463305

Report Summary	
Type of report	Open Report
Report Title	Financial Management Review April-July 2022
Purpose of Report	This report shows the forecasted year end position for the 2022/2023 financial year for the Mansfield Crematorium as at 31 July 2022
Recommendations	1. The financial information provided in appendix 1, table 1 and table 2 is for noting only.

1.0 **Background**

1.1 Summary forecast financial position as at 31 July 2022 for revenue and capital budgets, see appendix 1.

Table 1 below summarises the income and expenditure incurred to 31 July 2022 and the variances to revised budgets expected at the financial year end. Further explanations are provided below where there are significant variances between the forecasted out-turn position and the revised budgets.

Table 1

CREMATORIUM REVENUE	FULL YEAR				1 April 2022 to 31 July 2022
Description	Original Budget	Revised Budget	Forecast	Variance - Forecast to Revised Budget	Actuals
Employee Costs	424,241	424,241	423,726	-515	117,215
Premises Related Expenses	369,305	369,305	378,104	8,799	143,822
Transport Related Expenditure	200	200	200	0	0
Supplies and Services	207,589	207,589	207,589	0	28,874
Support Services	65,343	65,343	67,357	2,014	60,572
Depreciation & Impairment	126,271	126,271	126,271	0	0
Revenue Gross Expenditure	1,192,949	1,192,949	1,203,247	10,298	350,483
Revenue Income	-1,963,950	-1,963,950	-1,966,235	-2,285	-648,681
Income	-1,963,950	-1,963,950	-1,966,235	-2,285	-648,681
Recharge to Cemeteries	-29,051	-29,051	-29,051	0	0
Income Recharges	-29,051	-29,051	-29,051	0	0
Revenue Gross Income	-1,993,001	-1,993,001	-1,995,286	-2,285	-648,681
Net Cost of Service	-800,052	-800,052	-792,039	8,013	-298,198
Depreciation to be Reversed	-126,271	-126,271	-126,271	0	0
Contribution to Capital Fund	51,323	51,323	51,323	0	0
Below Net Cost of Service	-74,948	-74,948	-74,948	0	0
Net (-) Surplus	-875,000	-875,000	-866,987	8,013	-298,198
CREMATORIUM CAPITAL	FULL YEAR				1 April 2022 to 31 July 2022
Description	Original Budget	Revised Budget	Forecast	Variance - Forecast to Revised Budget	Actuals
Mercury Abatement Equipment - to be recoded to Revenue Aug 22	0	0	0	0	843
Capital Unallocated - Original budget for new crematorium	4,676,286	4,676,286	0	-4,676,286	0
New Water Main	30,000	30,000	30,000	0	969
Fire Doors and Works	35,000	35,000	35,000	0	1,143
New Development Crematorium	0	0	50,000	50,000	6,896
Mezzanine Works	25,000	25,000	25,000	0	1,091
Flue Ways Works	40,000	40,000	40,000	0	0
Capital Gross Expenditure	4,806,286	4,806,286	180,000	-4,626,286	10,942

1.1.1 Employee Expenses total forecasted variance (£515).

The original salary budgets for 2022/2023 included the crematorium manager post at a grade 7.4, however the post was regraded to a grade 8, with the current crematorium manager being appointed in May 2022 on grade 8.1. The additional grade costs for 2022/2023 will be offset by the vacancy saving for this post in April 2022. This regrading increase will need to be incorporated into future budget setting reports.

The crematorium manager will be undertaking training with the Institute of Cemetery and Crematorium Management (ICCM), which has been estimated at £4,440. The costs for this training will be spread over 2 financial years with 2022/2023 at £1,968 and 2023/2024 at £2,472.

There have been other staff movements within the administration area resulting in 2 posts having short term vacancy savings during the recruitment process.

The crematorium manager is reviewing the overtime requirements for the service and has increased the forecast from £15,000 to £20,000 this financial year.

1.1.2 Premises Expenses total forecasted variance £8,799.

The forecast for gas has been increased based on the most recent monthly invoice. Both gas and electricity costs will be closely monitored.

The invoice for business rates was £2,139 lower than budget.

Also the MDC Property Services team have been working with their ratings advisors to reduce the rateable value of the crematorium site and have advised that a saving of approximately £5,000 per annum has been achieved. Once the details of the reduction and back-date period have been confirmed by the Valuation Agency Office, then the reduction will be applied to the accounts and reported to the JCC.

1.1.3 Support Services total forecasted variance £2,014.

Works have been undertaken by MDC Electricians Service between April and July 2022.

1.1.4 Income total forecasted variance (£2,285).

Grant income payments have been received from the Children's Funeral Fund to cover the cost of child cremations.

1.1.5 Capital

At the May 2022 JCC meeting members approved that £130,000 unused capital budget from 2021/2022 could be carried forward into 2022/2023 and allocated to four projects:-

New Water Main	£30,000
Fire Doors & Works	£35,000
Mezzanine Works	£25,000
Flue Ways Works	£40,000

As at the end of July the only costs incurred to date on these four schemes are MDC Design Services team fees and some external survey works.

There is a recharge from MDC Design Services team that has been applied to the Capital Mercury Abatement Equipment cost centre. The contract for this project was terminated last year and the works relate mainly to ongoing protected species roof works, so the £843 charged will be moved in August 2022 to the main revenue cost centre.

Also included in the Capital Budgets for 2022/2023 is the Capital Unallocated budget which is the original budget for the new crematorium of £4,676,286. It is forecast that only £50,000 of the full budget will be required in 2022/2023 for feasibility, topographical and concept design studies, with the remaining budget being carried forward into 2023/2024. Once the full specification for the scheme has been drawn up and approved the budget for this project can be realigned to reflect the costs per annum for the term of the development. A further report will be required with recommendations regarding the borrowing requirements and use of usable reserves to finance this scheme.

1.1.6 Balance Sheet Review – table 2 below shows the balance sheet as at 31 July 2022.

Table 2

Mansfield & District Joint Crematorium		
Balance Sheet as at 31 July 2022		
31 March 2022		31 July 2022
£		£
1,913,710	Property, Plant & Equipment	1,924,653
1,913,710	Long Term Assets	1,924,653
416,990	Short Term Debtors	263,414
-88,222	Provisions	-88,222
1,708,678	Cash and Cash Equivalents	1,240,673
2,037,446	Current Assets	1,415,865
-897,896	Short Term Creditors	0
-897,896	Current Liabilities	0
-1,546,000	Net Pension Liability	-1,546,000
-1,546,000	Long Term Liabilities	-1,546,000
1,507,261	Net Assets	1,794,518
	Financed by:	
606,781	Capital Fund	595,839
0	Surplus/(deficit) in year	298,198
548,921	General Reserve	548,921
1,155,702	Usable Reserves	1,442,958
405,729	Revaluation Reserve	405,729
1,507,981	Capital Adjustment Accounts	1,507,982
-1,562,152	Pension Reserve	-1,562,151
£351,558	Unusable Reserves	351,560
1,507,261	Total Reserves	1,794,518

Property, plant & equipment – transactions for depreciation and any changes in the re-valuation of the crematorium assets will be calculated before the financial year end.

Short term debtors – the total outstanding debtors at 31 July 2022 was £263,414. Table 3 below breaks down the value outstanding per period.

Table 3

Aged Debtor Summary as at 31 July 2022	
Period Invoice Raised	Amount Outstanding
Pre 31 March 2020	£3,934
2020-21 Financial Year	£13,098
2021-22 Financial Year	£28,292
April 2022	£16,824
May 2022	£21,977
June 2022	£70,233
July 2022	£109,056
TOTAL	£263,414

Provisions – at the financial year end the value required for this provision will be recalculated based on the age and value of outstanding debtor invoices as at 31 March 2023.

Cash and cash equivalents – the main changes relate to the payment of the 2021/2022 allocated surplus to each authority, accrued creditor payments to suppliers and the revenue surplus calculated up to 31 July 2022 in the revenue accounts.

Net pension liabilities – this figure will remain unchanged until the actuary report is received at the financial year end advising of the changes to the value of the JCC pension scheme.

Capital fund – the capital fund is a usable reserve and the brought forward balance as at 1 April 2022 was £606,781, as shown below in table 4. This brought forward balance includes £130,000 that was approved for four capital schemes in 2022/2023, as detailed in 1.1.5 above. It is forecast that only £50,000 of the new crematorium development project will be required in the current financial year. The current capital expenditure total at 31 July 2022 is £10,942, see appendix 1. The capital fund will be partly used to finance the new development crematorium project costs. A revenue contribution will be made at the financial year end to transfer £51,323 into the capital fund.

Table 4

Capital Fund Balance Brought Forward 1 April 2022		£606,781
Less current capital expenditure as at 31 July 2022:		
Mercury Abatement Equipment - to be recoded to revenue August 2022	843	
New Water Main expenditure	£969	
Fire Doors & Associated Works expenditure	£1,143	
Mezzanine Works expenditure	£1,091	
New Development Crematorium expenditure	£6,896	
	£10,942	
Capital Fund Balance as at 31 July 2022		£595,839
Less forecasted capital expenditure to 31 March 2023:		
New Water Main budget balance	£29,031	
Fire Doors & Associated Works budget balance	£33,857	
Mezzanine Works budget balance	£23,909	
Flue Ways Works budget balance	£40,000	
New Development Crematorium estimate 2022/2023 only	£43,104	
		£169,901
Add:		
Revenue Contribution to Capital Fund 2022/2023		£51,323
Capital Fund Forecasted Balance as at 31 March 2023 (Surplus/-Deficit)		£477,261

General reserves – the general reserve is a usable reserve and the brought forward balance as at 1 April 2022 was £548,921 as shown in table 5 below. The general reserves may be partly used to finance the new development crematorium project costs.

Table 5

General Reserves Balance Brought Forward 1 April 2022	£548,921
General Reserves Forecasted Balance as at 31 March 2023 (Surplus/-Deficit)	£548,921

Revaluation reserve – this reserve will remain unchanged until the end of the current financial year.

Capital adjustment account – this account will remain unchanged until the end of the current financial year.

Pension reserve – this reserve will remain unchanged until the actuary report is received at the financial year end advising of the changes to the value of the JCC pension scheme.

1.1.7 Forecast surplus for 2022/2023 as at 31 July 2022.

The position at 31 July 2022 is a surplus of £298,198, see appendix 1.

The year-end forecast position to 31 March 2023 is a surplus of £866,987 compared to the revised budget surplus of £875,000, which is a decrease in surplus of £8,013.

Table 6 below shows the forecast surplus payments to each authority based on the revised budget surplus and the usage to date by area as at 31 July 2022.

Table 6

District	April - July 2022 Number of Cremations	April - July 2022 Usage Percentage	Forecast Budget Surplus £866,987 split
Ashfield	264	42.31%	£366,802
Mansfield	319	51.12%	£443,219
Newark & Sherwood	41	6.57%	£56,965
TOTAL	624	100.00%	£866,987

2. Proposals

To receive and comment upon the Financial Management Review Report April-July 2022 and note its content.

3. Implications

In writing this report and in putting forward recommendations officers have considered the following implications; Data Protection, Digital and Cyber Security, Equality and Diversity, Financial, Human Resources, Human Rights, Legal, Safeguarding and Sustainability, and where appropriate they have made reference to these implications and added suitable expert comment where appropriate.

Background Papers and Published Documents

Except for previously published documents, which will be available elsewhere, the documents listed here will be available for inspection in accordance with Section 100D of the Local Government Act 1972.

NIL

					Appendix 1
REVENUE CREMATORIUM	Full Year				1 April 2022 to 31 July 2022
Description	Original Budget	Revised Budget	Forecast Budget	Variance Forecast Budget to Revised Budget	Actuals
	£	£	£	£	£
Salaries Basic Pay	308,386	308,386	291,000	-17,386	90,172
Salaries Overtime	15,000	15,000	20,000	5,000	11,741
Salaries National Insurance	26,827	26,827	29,350	2,523	9,456
Salaries Superannuation	60,135	60,135	65,550	5,415	20,591
Salaries Vacancy Savings	-5,930	-5,930	-5,930	0	0
Superann Additional Allowances	1,315	1,315	1,315	0	-197
Pension Deficit Lump Sum	16,151	16,151	16,151	0	-16,151
Advertising Appointments	0	0	410	410	410
Training Expenses Miles	0	0	90	90	90
Training Expenses Staff	600	600	4,033	3,433	1,103
Apprenticeship Levy	1,757	1,757	1,757	0	0
Employee Related Expenditure	424,241	424,241	423,726	-515	117,215
Repair/Maintenance Buildings	30,000	30,000	30,000	0	6,518
Grounds Maintenance General	17,500	17,500	17,500	0	856
EPA Testing	1,500	1,500	1,500	0	0
Repair/Maintenance Fixed Plant Cremators	102,000	102,000	102,000	0	10,413
Electricity	51,000	51,000	51,000	0	4,510
Gas	43,700	43,700	54,000	10,300	9,067
Rent of Premises	159	159	159	0	0
Business Rates	93,429	93,429	91,290	-2,139	91,290
Sewage/Water Rates	6,300	6,300	6,300	0	999
Insurance	19,007	19,007	19,645	638	19,645
Cleaning Materials	4,200	4,200	4,200	0	559
Legionella	510	510	510	0	-35
Premises Related Expenditure	369,305	369,305	378,104	8,799	143,822
Car Allowances	200	200	200	0	0
Transport Related Expenditure	200	200	200	0	0
Furniture Acquisitions	4,000	4,000	4,000	0	1,035
Light Plant and Tools	4,000	4,000	4,000	0	22
Material Purchases	5,500	5,500	5,500	0	1,530
Rodent Control	750	750	750	0	0
Office Machinery Replacement	1,000	1,000	1,000	0	0
Uniforms	3,000	3,000	3,000	0	1,079
Printing	2,000	2,000	2,000	0	0
Stationery	3,500	3,500	3,500	0	177
Advertising Other	1,500	1,500	1,500	0	0
Hired & Contracted Services (large coffins)	2,000	2,000	2,000	0	0
Waste Collection Skips	1,000	1,000	1,000	0	215
Medical Referee Fees	38,850	38,850	38,850	0	13,986
Payments to Local Authorities	7,007	7,007	7,007	0	115
Software Licences	10,078	10,078	10,078	0	0
Mobile Phones	320	320	320	0	0
Postages	2,000	2,000	2,000	0	500
Systems Software	300	300	300	0	0
Telephones	8,285	8,285	8,285	0	2,451
Webcasting Costs	15,000	15,000	15,000	0	-112
Conference Expenses	1,000	1,000	1,000	0	0
Subscriptions	1,400	1,400	1,400	0	310
Book of Remembrance Inscriptions	8,000	8,000	8,000	0	2,672
External Legal Expenses - valuation	1,500	1,500	1,500	0	0
Memorials	22,099	22,099	22,099	0	5,320
Other Expenses General	500	500	500	0	0
Temporary Memorials	0	0	0	0	-1,354
Organist Fees	3,000	3,000	3,000	0	928
CAMEO Non Abatement Fees	60,000	60,000	60,000	0	0
Supplies & Services Expenditure	207,589	207,589	207,589	0	28,874

					Appendix 1
REVENUE CREMATORIUM	Full Year				1 April 2022 to 31 July 2022
Description	Original Budget	Revised Budget	Forecast Budget	Variance Forecast Budget to Revised Budget	Actuals
	£	£	£	£	£
Building Repairs	0	0	0	0	-248
Design Services	7,500	7,500	7,500	0	963
Trade Waste/Recycling	7,496	7,496	7,349	-147	7,349
Electricians Service	0	0	2,161	2,161	2,161
Central Corporate Overhead	50,347	50,347	50,347	0	50,347
Support Services	65,343	65,343	67,357	2,014	60,572
Depreciation	126,271	126,271	126,271	0	0
Depreciation and Impairment	126,271	126,271	126,271	0	0
Revenue Gross Expenditure	1,192,949	1,192,949	1,203,247	10,298	350,483
Grants Current Year - Childrens Funeral Fund	0	0	-2,285	-2,285	-2,285
Book of Remembrance Inscriptions	-20,000	-20,000	-20,000	0	-5,603
Charities Collection	0	0	0	0	-646
Crematorium Containers	-200	-200	-200	0	-16
Crematorium Memorials	-70,700	-70,700	-70,700	0	-33,939
Crematorium Memorial Tree Income	-4,000	-4,000	-4,000	0	0
Organist	-4,500	-4,500	-4,500	0	-1,152
Cremation Fees	-1,801,800	-1,801,800	-1,801,800	0	-585,431
Webcasting Fees	-22,500	-22,500	-22,500	0	-8,210
Medical Fees	-38,850	-38,850	-38,850	0	-12,839
Interest Income	-500	-500	-500	0	0
Admin Fee Public Health Funeral Administration	-900	-900	-900	0	1,440
Income	-1,963,950	-1,963,950	-1,966,235	-2,285	-648,681
Recharges to Cemeteries	-29,051	-29,051	-29,051	0	0
Income Recharges	-29,051	-29,051	-29,051	0	0
Revenue Gross Income	-1,993,001	-1,993,001	-1,995,286	-2,285	-648,681
Net Cost of Service	-800,052	-800,052	-792,039	8,013	-298,198
Depreciation to be Reversed	-126,271	-126,271	-126,271	0	0
Contribution to Capital Fund	51,323	51,323	51,323	0	0
Below Net Cost of Service Sub Total	-74,948	-74,948	-74,948	0	0
Net Surplus	-875,000	-875,000	-866,987	8,013	-298,198
					Appendix 1
CAPITAL CREMATORIUM	Full Year				1 April 2022 to 31 July 2022
Description	Original Budget	Revised Budget	Forecast Budget	Variance Forecast Budget to Revised Budget	Actuals
	£	£	£	£	£
Mercury Abatement Equipment - to be recoded to Revenue Aug 22	0	0	0	0	843
Capital Unallocated - Original budget for new crematorium	4,676,286	4,676,286	0	-4,676,286	0
New Water Main	30,000	30,000	30,000	0	969
Fire Doors and Works	35,000	35,000	35,000	0	1,143
New Development Crematorium	0	0	50,000	50,000	6,896
Mezzanine Works	25,000	25,000	25,000	0	1,091
Flue Ways Works	40,000	40,000	40,000	0	0
Grand Total	4,806,286	4,806,286	180,000	-4,626,286	10,942

Agenda Item 8

MANSFIELD AND DISTRICT JOINT CREMATORIUM COMMITTEE

COMMITTEE WORK PROGRAMME

Report Title	Brief Summary of the Agenda Item	Lead Officer	Report Author
12 December 2022			
Operations Update Report	An update on current operational issues	Sarah Troman, Head of Neighbourhood Services, Mansfield DC	Nada Colclough, Crematorium and Cemeteries Manager and Registrar Mansfield DC
New Crematorium Update Report	A regular update on the new Crematorium, including the Risk Register	Sarah Troman, Head of Neighbourhood Services, Mansfield DC	Nada Colclough, Crematorium and Cemeteries Manager and Registrar Mansfield DC
Financial Management Review Report	The forecasted year end position for the current financial year as at 31 October 2022	Dawn Edwards, Head of Finance, Mansfield DC	Emma Frith, Financial Services Manager/Tracy Wright, Temp Senior Finance Advisor, Mansfield DC
Annual Review of Fees and Charges	Proposed Fees and Charges to be introduced from 1 April 2023 to 31 March 2024	Dawn Edwards, Head of Finance, Mansfield DC	Emma Frith, Financial Services Manager/Tracy Wright, Temp Senior Finance Advisor, Mansfield DC
Revenue and Capital Budget	Details of the Revenue and Capital Budgets for 2023/2024 and the proposals for 2024/2025 and 2025/2026	Dawn Edwards, Head of Finance, Mansfield DC	Emma Frith, Financial Services Manager/Tracy Wright, Temp Senior Finance Advisor, Mansfield DC
Work Programme	Review of Work Programme going forward	Sue Bearman, Clerk to the Committee	Karen Langford, Democratic Services Officer NSDC
27 February 2023			
Operations Update Report	An update on staffing restructure and current operational issues	Sarah Troman, Head of Neighbourhood Services, Mansfield DC	Nada Colclough, Crematorium and Cemeteries Manager and Registrar

			Mansfield DC
New Crematorium Update Report	A regular update on the new Crematorium, including the Risk Register	Sarah Troman, Head of Neighbourhood Services, Mansfield DC	Nada Colclough, Crematorium and Cemeteries Manager and Registrar Mansfield DC
Financial Management Review Report		Dawn Edwards, Head of Finance, Mansfield DC	Emma Frith, Financial Services Manager/Tracy Wright, Temp Senior Finance Advisor, Mansfield DC
Dates for Next Meetings after May 2023	Dates for September 2023, December 2023, February 2024 and May 2024	Sue Bearman, Clerk to the Committee	Karen Langford, Democratic Services Officer NSDC
Work Programme	Review of Work Programme going forward	Sue Bearman, Clerk to the Committee	Karen Langford, Democratic Services Officer NSDC
22 May 2023			
Appointment of the Chairman In accordance with the Constitution the offices of Chairman and Vice Chairman shall, in successive years, rotate between the three constituent authorities.	The Chairman for 2023/24 will be a Member from Mansfield District Council.	Sue Bearman, Clerk to the Committee	Karen Langford, Democratic Services Officer NSDC
Appointment of the Vice Chairman	The Vice Chairman for 2023/24 will be a Member from Ashfield District Council.	Sue Bearman, Clerk to the Committee	Karen Langford, Democratic Services Officer NSDC
Operations Update Report	An update on current operational issues	Sarah Troman, Head of Neighbourhood Services, Mansfield DC	Nada Colclough, Crematorium and Cemeteries Manager and Registrar Mansfield DC
New Crematorium Update Report	A regular update on the new Crematorium, including the Risk	Sarah Troman, Head of Neighbourhood Services, Mansfield	Nada Colclough, Crematorium and Cemeteries Manager and

	Register	DC	Registrar Mansfield DC
Annual Statement of Accounts 2022/23		Dawn Edwards, Head of Finance, Mansfield DC	Emma Frith, Financial Services Manager/Tracy Wright, Temp Senior Finance Advisor, Mansfield DC
Work Programme	Review of Work Programme going forward	Sue Bearman, Clerk to the Committee	Karen Langford, Democratic Services Officer NSDC
September 2023			
Operations Update Report	An update on current operational issues	Sarah Troman, Head of Neighbourhood Services, Mansfield DC	Nada Colclough, Crematorium and Cemeteries Manager and Registrar Mansfield DC
New Crematorium Update Report	A regular update on the new Crematorium, including the Risk Register	Sarah Troman, Head of Neighbourhood Services, Mansfield DC	Nada Colclough, Crematorium and Cemeteries Manager and Registrar Mansfield DC
Financial Management Review Report	The forecasted year end position for the current financial year	Dawn Edwards, Head of Finance, Mansfield DC	Emma Frith, Financial Services Manager/Tracy Wright, Temp Senior Finance Advisor, Mansfield DC
Work Programme	Review of Work Programme going forward	Sue Bearman, Clerk to the Committee	Karen Langford, Democratic Services Officer NSDC

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