



## Central Durham Crematorium Joint Committee

**Date**        **Wednesday 17 June 2009**  
**Time**        **5.30 pm**  
**Venue**       **Chamber, Spennymoor Town Hall, Spennymoor**

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### **Business**

#### **Part A**

1. Minutes of the meeting held 29 March 2009 (Pages 1 - 6)
2. Report of the Clerk to the Joint Committee (Pages 7 - 10)
3. Report of the Superintendent and Registrar (Pages 11 - 44)
4. Such other business as, in the opinion of the Chair of the meeting, is of sufficient urgency to warrant consideration.
5. Any resolution relating to the exclusion of the public during the discussion of items containing exempt information.

#### **Part B**

#### **Items during which it is considered the meeting will not be open to the public (consideration of exempt or confidential information)**

6. Report of the Treasurer to the Joint Committee (Pages 45 - 48)
7. Such other business as, in the opinion of the Chair of the meeting, is of sufficient urgency to warrant consideration.

**Sharon Spence**  
Clerk to the Joint Committee

County Hall  
Durham  
9 June 2009

To: **The Members of the Central Durham Crematorium Joint Committee**

Durham County Council: M Plews (Vice-Chair), J Chaplow, N Foster,  
M Williams, R Rogers, L Thomson and  
C Woods

Spennymoor Town Council: J Marr (Chair), JL Wood and F Walker

**CENTRAL DURHAM CREMATORIUM JOINT COMMITTEE**

At a Meeting of the Central Durham Crematorium Joint Committee held in the Town Hall, Spennymoor, on Wednesday 25 March, 2009, commencing at 5.30 pm

**PRESENT:** Councillors D E Jackson, F Reynolds, D J Southwell, Ms C A Woods, J Marr and F Walker

**Councillor Ms C A Woods in the Chair**

**2250 MINUTES**

The Minutes of the previous meeting held on 21 January, 2009, were accepted as a correct record and signed by the Chairman.

**2251 APOLOGIES**

Apologies for absence were received from Councillors R G Dickie and A L Thomson.

**REPORT OF THE CLERK**

**2252 ANNUAL CONFERENCE OF THE FEDERATION OF BURIAL AND CREMATION AUTHORITIES, BOURNEMOUTH 6-8 JULY 2009**

On the usual basis, two places had been reserved at the above Conference to enable the Chairman and the Superintendent and Registrar to attend the event.

**RESOLVED:** Members endorsed the action taken.

**REPORT OF SUPERINTENDENT AND REGISTRAR**

**2253 CREMATIONS**

The Superintendent and Registrar reported the number of cremations for the period 1 January 2009 to 28 February 2009. These were 519 (+ 6 NVF), an increase of 32 (+ 1 NVF) on the same period in the previous year. The total of 519 (+ 6 NVF) included 332 from outside the area of the Joint Committee, with the remaining total being 187 for Durham City.

**RESOLVED:** That the report be noted.

**2254 MEMORIAL GARDEN – SALE OF VASE BLOCKS AND PLAQUES**

The Superintendent & Registrar reported that during the period 1 January 2009 to 28 February 2009, the following Vase Blocks and Memorial Plaques had been sold:

	<u>Nos Sold</u>
Vase Blocks	6
Large Plaques	11
Small Plaques	<u>1</u>
Total	<u>18</u>

Financial Information – (Net of VAT)

Vase Blocks	£2,386.55
Large Plaques	£3,022.29
Small Plaques	<u>£ 230.00</u>
Total	<u>£ 5,638.84</u>

**RESOLVED:** That the report be noted.

**2255 INDEPENDENT TESTING OF CREMATORS**  
(Minute Number 2242 (21 January 2009) refers)

The Independent Testing of the Cremators as required under the Terms of the Environmental Protection Act (1990) was carried out during the period of 8– 9 January 2009 by Catalyst Environmental.

The Superintendent and Registrar was pleased to report that all three cremators were fully compliant with the prescribed emission limits for crematoria. Copies of the report had been forwarded to the Environmental Health Manager.

**RESOLVED:** That the report be noted.

**2256 CREMATORIA ABATEMENT MERCURY ORGANISATION (CAMEO)**

CAMEO is the National Scheme which has been developed to enable the Cremation Industry to meet the Statutory demands of Mercury Abatement in the most effective manner, both for Cremation Authorities and the bereaved.

CAMEO is charged to gather information required by the Department of Environment and Rural Affairs (DEFRA), the Welsh Assembly Government (WAG) and the Scottish Government, to monitor progress towards the 50% reduction in mercury emissions and to provide certificates of compliance which will be required by Crematorium Regulators.

The Central Durham Crematorium Joint Committee has now registered with CAMEO which will be of assistance as the deadline of 31 December 2012 for installation of Mercury Abatement plant approaches.

**RESOLVED:** That the report be noted.

**IN PRIVATE**

That pursuant to Section 100.A(4) of the Local Government Act 1972, the public be excluded from the remainder of the meeting during consideration of the items listed in column 1 below, being reports of the Officers mentioned in column 2 below, on the grounds that if members of the public were present during discussion of these items, there would be disclosure to them of exempt information (as defined in Section 100.I) of the description indicated in column 3 below:

**Column 1**

Crematorium Fees and Charges

**Column 2**

Report of Treasurer

**Column 3**

Para. 3  
Information relating to the financial or business affairs of any particular person (including the Authority holding that information).

Memorial Garden Fees	Report of Treasurer	Para. 3 Information relating to the financial or business affairs of any particular person (including the Authority holding that information).
Book of Remembrance	Report of Treasurer	Para. 3 Information relating to the financial or business affairs of any particular person (including the Authority holding that information).
Scattering of Remains	Report of Treasurer	Para. 3 Information relating to the financial or business affairs of any particular person (including the Authority holding that information).
Organist Fees	Report of Treasurer	Para. 3 Information relating to the financial or business affairs of any particular person (including the Authority holding that information).

## **REPORT OF THE TREASURER**

### **2257 CREMATORIUM FEES AND CHARGES**

### **2258 MEMORIAL GARDEN FEES**

### **2259 BOOK OF REMEMBRANCE**

### **2260 SCATTERING OF REMAINS**

### **2261 ORGANIST FEES**

### **2262 ANY OTHER BUSINESS**

1. Councillor Woods informed the meeting that she had received a letter from The Clerk tendering his resignation, effective from 31 March 2009. The Members of the Committee expressed their thanks for the sterling work David Marrs had undertaken as Clerk during the last year and asked that a letter of appreciation be sent to David Marrs.

**RESOLVED:** That the Chair, on behalf of the Committee, sends a letter of appreciation to David Marrs.

2. The Treasurer advised Members that it would be prudent for the Committee to appoint a Clerk on an interim basis until the next meeting and that, as a contingency given the uncertainty surrounding Local Government Review, the Committee may wish to agree the appointment of a Treasurer should a vacancy occur in this post on a similar basis. The Treasurer advised Members that

Lesley Davies, the Acting Head of Legal Services at Durham County Council, and Stuart Crowe, the Corporate Director Resources at Durham County Council, would be willing to undertake these roles.

**RESOLVED:** (i) That Lesley Davies be appointed Clerk with effect from 1 April 2009 on an interim basis.  
(ii) That, in the event of a vacancy occurring for the post of Treasurer, Stuart Crowe be appointed Treasurer on an interim basis.

3. The Treasurer informed the Joint Committee of the resignation of the current external auditors and the intention of the Audit Committee to appoint new external auditors in April 2009. She advised the Committee that the Audit Commission were considering appointing as external auditors the appointed auditor for the City of Durham.

**RESOLVED:** Members of the Committee expressed their support for this proposal.

4. The Chair informed Members that the Cabinet at the County Council would consider the appointment of Members to this Committee at its meeting tomorrow.

**RESOLVED:** Members noted the information.

5. The Superintendent and Registrar for the Crematorium gave a brief report on proposals to redevelop the Crematorium and replace the cremators. He informed Members that he had contacted Martin Critchwell Architects, who had designed many new crematoria and the redevelopment of existing crematoria. Martin Critchwell had visited Durham Crematorium and had put forward proposals for a feasibility study for the redevelopment of the Crematorium, including the replacement of the cremators at an estimated cost of approximately £3m, much less than the original feasibility study commissioned by the Joint Committee. Members recognised the need for a revised feasibility study and supported it in principle. However, they asked that a detailed report be presented to the next meeting of the Joint Committee.

**RESOLVED:** That the Superintendent and Registrar present a detailed report to the next meeting of the Joint Committee.

6. Councillor Woods tendered her resignation as Chair to the meeting. She thanked all Members for their help and support.

Councillor Woods proposed that Councillor Marr be elected as Chair. This was supported by all Members.

**RESOLVED:** That Councillor John Marr be elected Chair.

Councillor Marr Chaired the remainder of the meeting.

7. Councillor Marr thanked Councillor Woods for her sterling work and congratulated her on her election as a County Councillor.

Councillor Marr also thanked all Members of Durham City Council for their support and the friendly working relationship he had enjoyed with them. These views were endorsed by the representatives from Spennymoor Town Council.

Councillors Reynolds and Southwell thanked the representatives from Spennymoor Town Council and gave their best wishes for the future.

The meeting terminated at 6.10 pm.

Chairman





**Central Durham Crematorium  
Joint Committee**

**17 June 2009**

**Appointment of Clerk and  
Treasurer to the Joint  
Committee**



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**Report of Lesley Davies, Clerk to the Joint Committee**

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**1. Purpose of the Report**

To appoint appropriate Officers from the new Unitary Authority, Durham County Council, to undertake the roles and responsibilities of Clerk and Treasurer to the Central Durham Crematorium Joint Committee.

**2. Background**

As Members will be aware, as a result of Local Government Reorganisation in County Durham from 1 April 2009 the 7 former District Councils and the old Durham County Council have been succeeded by a new Unitary Authority. Accordingly, the Central Durham Crematorium Joint Committee is now a joint committee between the new Durham County Council and Spennymoor Town Council.

**3. Current position**

At the last meeting of the Joint Committee held 25 March 2009, it was resolved by Minute 2262(2) that:

- (i) Lesley Davies be appointed Clerk with effect from 1 April 2009 on an interim basis.
- (ii) In the event of a vacancy occurring for the post of Treasurer, Stuart Crowe be appointed Treasurer on an interim basis.

**4. Proposal and reasons**

As Lesley Davies, the current Head of Legal and Democratic Services will be retiring later this year, it is proposed that another appropriate Officer from Durham County Council be appointed to serve as Clerk to the Joint Committee. The proposed Officer is the County Council's Democratic Services Manager, Sharon Spence who holds responsibility for this area of work within the County Council.

Also, in order to best deal with issues in relation to the required works to the cremators in order comply with mercury abatement and possible expansion of facilities, the Corporate Director – Resources, Stuart Crowe would continue in his role as Treasurer to the Joint Committee for the time being.

**5. Recommendations:**

- (a) That the Durham County Council's Democratic Services Manager, Sharon Spence be appointed Clerk to the Joint Committee.
- (b) That the Durham County Council's Corporate Director – Resources, Stuart Crowe continue as Treasurer to the Joint Committee.

**Background Papers:**

- Minutes of the meeting of the Central Durham Crematorium Joint Committee held 25 March 2009.

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<b>Contact:</b>	<b>Sharon Spence</b>	<b>Tel:</b>	<b>0191 383 3507</b>
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**Appendix 1: Implications**

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**Finance**

None

**Staffing**

As outlined in the Report

**Equality and diversity**

None

**Accommodation**

None

**Crime and disorder**

None

**Environment**

None

**Human rights**

None

**Localities and rurality**

None

**Young people**

None

**Consultation**

None

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**Central Durham Crematorium  
Joint Committee**

**17 June 2009**

**Introductory Report for the  
new Joint Committee**



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**Report of Alan José, Superintendent and Registrar to the Joint  
Committee**

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**1. Purpose of the Report**

To bring Members of the Joint Committee up-to-speed on the current position in relation to issues relating to the Central Durham Crematorium and provide copies of relevant documents, such as the Joint Committee Constitution and subsequent amendments (Appendix 2).

**2. Background**

Crematoria have been regulated under Part 1 of the Environmental Protection Act (1990) since 1991.

Substantial improvements have been made through the requirement under the Act, to use BATNEEC (Best Available Techniques Not Entailing Excessive Cost) and Statutory Government Guidance, known as Process Guidance Note PG5 / 2.

These controls did not however, relate to the emission of Mercury and it was on 10 January 2004, that DEFRA published PG5 / 2 (04) which required the Cremation Industry to abate 50% of all Cremations by 31 December 2012. AQ1 (05) required existing Crematoria where Abatement Equipment was to be fitted to do so by 31 December 2012.

These amendments constituted Statutory Guidance under Regulation 37 of the Pollution Prevention and Control (England & Wales) Regulations 2000. Additional guidance from DEFRA in January 2005 required Cremation Authorities to advise their Regulator by 31 December 2005 of their intention to install Mercury Abatement Equipment or if it was their intention to Burden Share.

DEFRA had indicated that for Crematoria to carry out more than 1850 Cremations per annum, if sufficient Crematoria did not indicate that Mercury Abatement Equipment was to be installed then, new Legislation would make this a requirement.

In anticipating this requirement, the Central Durham Crematorium Joint Committee had commissioned a Feasibility Study from Jane Darbyshire and David Kendall Ltd., into how the Durham Crematorium could be adapted to comply with the new Legislation.

This Report was completed in May 2005 and was subsequently considered by the Central Durham Crematorium Joint Committee.

It must be pointed out that the Feasibility Study looked at all areas of the Crematorium operation and not only the Cremators and ancillary equipment.

The anticipated costs of implementing the findings of the Feasibility Study were very high, partly due to the fact that it would be a requirement that the Crematorium remain fully operational during the project. A copy of the Feasibility Report has been sent to each member of the Central Durham Crematorium Joint Committee (Appendix 3).

### **3. Current position**

The Central Durham Crematorium Joint Committee has, since the publication of the Feasibility Study, looked at all options available to enable the proposed project to proceed and indeed agreed that new Cremators are Mercury Abatement equipment would be installed by 31 December 2012.

The prospect of Local Government Review halted any further progress on this major project until the new Central Durham Crematorium Joint Committee could review the options available and make the necessary decisions.

In order to ensure that the Durham Crematorium could continue to operate efficiently and within the requirements of the Environmental Protection Act (1990), the three Cremators were relined in April 2007 and electrical upgrades have been made to the operating systems of each Cremator. The Cremator Maintenance Budget has been increased to allow for possible additional expenditure as the Cremators are now over 18 years old.

In June 2008, the Secretary of State for Environment Food and Rural Affairs, exercised powers conferred in him by Regulation 61 (1) and (2) of the Environmental Protection (England) (Crematoria Mercury Emissions) Direction 2008, which came in to force on 27 June 2008 (Appendix 4).

This direction required regulatory action to be taken by 25 July 2008, and as a result information was to be supplied by each Cremation Authority to the relevant Regulator by 31 October 2008, copies of the subsequent reports to the Regulator for Durham Crematorium are attached at Appendix 5 and 6.

### **4. In the Future**

In August 2010, the Crematorium will celebrate 50 years of service to the community and in order that a high quality service can be offered in the future, important decisions will need to be made at the earliest opportunity.

Over the past few months, the Superintendent & Registrar has been keeping abreast of developments within the industry, maintaining contacts with Cremator Manufacturers, speaking to Specialist Architects together with Electrical and Mechanical Engineers, so as to be able to advise the Central Durham Crematorium Joint Committee of a way forward to meet not only the requirements of Mercury Abatement but also to meet the expectations of the Funeral Services and the Bereaved who use the Durham Crematorium.

## **5. Recommendation**

That the Report be noted and that the Superintendent & Registrar be asked to prepare a comprehensive Report for the next meeting of the Central Durham Crematorium Joint Committee.

### **Background Papers:**

- Constitution of the Joint Committee, 1983.
- Deed of Variation to the Constitution, 2004.
- Feasibility Study, 2004/2005.
- Direction from DEFRA, June 2008.
- Regulator Report, October 2008.
- Report to Environmental Health, May 2009.

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**Contact: Alan José**

**Tel: 0191 384 8677**

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## **Appendix 1: Implications**

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### **Finance**

As outlined in the Report

### **Staffing**

As outlined in the Report

### **Equality and diversity**

None

### **Accommodation**

None

### **Crime and disorder**

None

### **Environment**

None

### **Human rights**

None

### **Localities and rurality**

None

### **Young people**

None

### **Consultation**

None



DATED \_\_\_\_\_ 1983

CENTRAL DURHAM JOINT  
CREMATORIUM COMMITTEE

A G R E E M E N T

for the constitution of the  
above-named joint committee

\_\_\_\_\_

M E M O R A N D U M O F A G R E E M E N T made  
the \_\_\_\_\_ day of \_\_\_\_\_ One thousand  
nine hundred and eighty three B E T W E E N  
THE COUNCIL OF THE CITY OF DURHAM (hereinafter  
referred to as "the City Council") of the one  
part and THE TOWN COUNCIL OF SPENNYMOOR  
(hereinafter referred to as "the Spennymoor  
Council") of the other part \_\_\_\_\_

W H E R E A S :

(1) The Councils being parties hereto may by  
section 4 of the Cremation Act 1902 as amended by  
the Cremation Act 1952 respectively provide and  
maintain crematoria \_\_\_\_\_

(2) Both the said Councils are local  
authorities for the purposes of Local Government  
Act 1972 and are empowered by section 101 thereof  
(subject as therein provided) to arrange with one  
or more other local authorities for the discharge  
of their functions jointly and to arrange for the  
discharge of those functions by a joint committee  
of those authorities and are empowered by section  
102 thereof (subject as therein provided) to  
appoint a joint committee in pursuance of the  
arrangements for the discharge of functions  
hereinbefore mentioned \_\_\_\_\_

(3) By section 103 of the Local Government  
Act 1972 it is provided that the expenses of a  
joint committee appointed thereunder shall be  
defrayed by appointing authorities in such  
proportions as they may agree upon \_\_\_\_\_

(4) The said Councils have each of them  
passed a resolution to enter into an agreement as  
hereinafter appearing \_\_\_\_\_

NOW IT IS HEREBY AGREED by and between the parties hereto in pursuance of the powers conferred upon them by virtue of the hereinbefore recited enactments and of every other power (if any) them respectively hereunto enabling as follows that is to say:-

1. There shall be constituted a joint committee (hereinafter referred to as the "joint committee") of both the Councils being parties hereto (hereinafter collectively referred to as the two Councils) consisting of members appointed under provisions hereof and having the functions powers and duties upon and subject to the terms and conditions hereinafter mentioned \_\_\_\_\_

2. The name of the joint committee shall be the Central Durham Crematorium Joint Committee \_\_\_\_\_

3. (1). The joint committee shall consist of members appointed by each of the two Councils from amongst their respective members in the following manner that is to say:-

<u>Appointing Council</u>	<u>Number of members to be appointed</u>
The City Council	12
The Spennymoor Council	3

3. (2). The whole number of the members of the joint committee shall retire on the thirtieth day of May one thousand nine hundred and eighty three and on the thirtieth day of May in every fourth year thereafter \_\_\_\_\_

3. (3). Each of the two Councils shall in respect of members to retire on the thirtieth day of May in the year one thousand nine hundred and eighty seven appoint the said members at the first convenient meeting of such Council held after the execution of this agreement \_\_\_\_\_

3. (4). In the year one thousand nine hundred and eighty seven and in every fourth year thereafter being a year in which members of the joint committee shall retire each of the two Councils shall appoint members of the joint committee as herein provided to take office on the thirtieth day of May in that year \_\_\_\_\_

3. (5). The two Councils may revoke an appointment of any member at any time \_\_\_\_\_

3. (6). Without prejudice to the generality of sub-clause (5) of this clause if a member fails to attend four consecutive meetings of the joint committee such fact shall be reported by the Clerk to the joint committee to the Council by whom that member was appointed and the Council may thereupon terminate the member's term of office notwithstanding any other provision in this agreement contained and any such termination of appointment shall be reported to the Clerk to the joint committee by the Council concerned \_\_\_\_\_

3. (7). If by reason of the operation of statutory provisions failure to attend meetings as hereinbefore mentioned or otherwise there shall be a vacancy amongst the members of the joint committee as herein provided the Council out of whose appointment the vacancy occurs may

thereupon appoint another member to fill such vacancy and person so appointed shall remain a member of the joint committee until and shall retire on the date of the normal retirement under the provisions of this agreement of the member whose place he fills \_\_\_\_\_

4. The two Councils hereby delegate to the joint committee upon and subject to the terms and conditions of this agreement all the powers of the two councils with respect to the provisions and maintenance of crematoria in the area of each of them other than powers of borrowing money levying or issuing a precept for a rate of holding land and without prejudice to the generality of the foregoing the joint committee shall to the exclusion of the two Councils have all the powers of each of the two Councils under the Cremation Acts 1902 and 1952 and under any Act of Parliament or statutory instruments with respect to the provision of maintenance of crematoria \_\_\_\_\_

5. (1). The joint committee shall hold four meetings at least in every year for the transaction of general business and may hold such other meetings at such intervals as it may find necessary or convenient \_\_\_\_\_

5. (2). The joint committee shall elect annually from amongst its members a Chairman and a Vice-Chairman \_\_\_\_\_

5. (3). The election of the Chairman and the Vice-Chairman shall be respectively the first and the second business transacted at the first

meeting of the joint committee after the First June in any year (hereinafter referred to as "the annual meeting") \_\_\_\_\_

5. (4). The Chairman of the joint committee shall unless he resigns or becomes disqualified continue in office until his successor becomes entitled to act as Chairman \_\_\_\_\_

5. (5). The Vice-Chairman of the joint committee shall unless he resigns or becomes disqualified hold office until immediately after the election of the Chairman of the joint committee at the next annual meeting of the joint committee \_\_\_\_\_

5. (6). The joint committee shall have power to appoint sub-committees from amongst its members with or without delegated powers for any purpose which in its opinion could more satisfactorily be dealt with by a sub-committee \_\_\_\_\_

6. (1). The joint committee may appoint and pay such officers and servants as it may deem necessary for the purpose of carrying out its duties under this agreement \_\_\_\_\_

6. (2). Sections 114 to 119 of the Local Government Act 1972 shall apply to an officer of the joint committee in the same manner as the said sections apply to an officer of a local authority with such modifications as are necessary to make them applicable to officers of the joint committee \_\_\_\_\_

7. (1). The joint committee and every officer thereof who is by reason of his office entrusted with the custody or control of money

shall keep accounts of all money received by the joint committee or any such officer and all expenditure thereof by it or him as may be required for the purpose of Part VIII of the Local Government Act 1972 and Part III of the Local Government Finance Act 1982 \_\_\_\_\_

7. (2). The joint committee shall as soon may be after the conclusion of every financial year (which shall for the purposes of this agreement be taken to be a period of twelve months ending on the thirty first day of march in any year) send to each of the two Councils a report on the operations of the joint committee during such financial year and a copy of the final accounts of the joint committee for such financial year \_\_\_\_\_

8. (1). If the joint committee shall at any time require to incur capital expenditure for the acquisition of property or the construction of works or for other capital purposes in connection with the provision of crematoria then (unless the joint committee shall in their discretion decide to defray such expenditure out of revenue) such expenditure shall be borne by the two Councils respectively in the proportions four parts by the City Council and one part by the Spennymoor Council PROVIDED THAT the Clerk of the joint committee shall obtain approval from both of the two Councils before the joint committee shall incur such expenditure \_\_\_\_\_

8. (2). That where possible any necessary borrowing be effected by the City Council and

that any requests for transfers of borrowing authority or capital expenditure allocation between the two Councils be made to the appropriate Minister or other authority \_\_\_\_\_

8. (3). Where any sum is to be borrowed by the City Council in pursuance of sub-clauses (1) and (2) of this clause the loan may be effected at the discretion of the City Treasurer for the time being of the City Council through the City Council's loans pool in which case the loan shall be chargeable at such rates of interest and expenses as shall be applicable to such loans as prescribed by the said City Treasurer and the period of such loan shall be in accordance with any guidelines prescribed for the time being for loans by local authorities by the Secretary of State for the Environment or other authority \_\_\_\_\_

8. (4). Subject to any condition or conditions prescribed by either or both of the two Councils in giving consent to any capital expenditure under the proviso to sub-clause (1) of this clause the two Councils or either of them shall pay to the joint committee the amount of any sums borrowed in pursuance of this clause in such sums and at such times as the joint committee shall direct \_\_\_\_\_

8. (5). Subject as is hereinafter provided the joint committee shall from time to time pay to the two Councils or either of them the amounts of all interest and all instalments of principal or sinking fund contributions as and when the same shall become due and the cost of taking up



any loans raised for such purposes by the two Councils or either of them \_\_\_\_\_

9. The legal estate in all land acquired and works constructed whether by means of capital or annual expenditure for the purpose of enabling the joint committee to exercise its functions under the provisions of this agreement shall be vested in the Council in whose area the same shall situate and that Council shall hold such land or works as the case may be for the purpose of provision and maintenance of crematoria expressly for the same to be maintained controlled and managed by the joint committee \_\_\_\_\_

10. (1). All expenses incurred by the joint committee in any financial year so far as they are not paid out of income other than contributions from the two Councils under this clause shall be borne by the two Councils respectively in the proportions four parts by the City Council and one part by the Spennymoor Council and such Councils shall pay to the joint committee such sum as the joint committee may estimate will be the proportion to be borne by that Council of any estimated deficit for that financial year \_\_\_\_\_

10. (2). The joint committee may:-

(a) use any part or all of any profits or surplus made in any financial year to finance capital expenditure or to redeem debt \_\_\_\_\_

(b) carry forward part or all of such profits or surplus as is in the opinion

of the joint committee required to meet contingencies or to defray any expenditure which may fall to be defrayed before the date on which moneys to be received by the joint committee whether from the two Councils in accordance with this agreement or from the operation of the crematoria established by the joint committee will become available and the joint committee shall as soon as practicable return to the two Councils the amount of such profits or surplus not so applied by the joint committee in proportion to the total amounts respectively contributed by each of the two Councils towards previous deficits provided that if at any time both the two Councils shall have had the total amount of their contributions towards previous deficits returned to them the joint committee shall pay all such unapplied profits or surplus to the two Councils in the same proportions in which by virtue of sub-clause (1) hereof the two Councils would have borne a deficit in that financial year had one occurred \_\_\_\_\_

11. (1). Either of the two Councils may terminate this agreement by giving the other not less than one year's notice in writing to that effect expiring on the thirty-first day of March

in any year \_\_\_\_\_

11. (2). The Council which shall have given notice under sub-clause (1) of this clause shall bear the expense of settling the adjustment required by clause 12 hereof \_\_\_\_\_

12. In the event of either of the two Councils at any time hereafter terminating this agreement under the provisions hereinbefore contained or otherwise there shall as on the date of such termination be an adjustment between the two Councils of all property income debts liabilities and expenses then existing and of any financial relations affected by such termination and on such adjustment there shall be an adjustment of capital assets and liabilities acquired or assumed by either of the two Councils on such termination including any outstanding loans borrowed by either or both of the two Councils under clause 8 hereof and provision may then be made for the payment to either or both of the two Councils of such sum as seems equitable \_\_\_\_

13. Subject to section 103(1) (b) of the Local Government Act 1972 all disputes between the two Councils or between either of them and the joint committee on the interpretation of this agreement and all disputes or differences in any way or at any time arising hereon (including without prejudice to the generality of these words the adjustments required by clause 12 hereof) shall be referred to some competent arbitrator agreed on by the two Councils or in the absence of agreement to be named by the Secretary of State

for the Environment or his successor and the Arbitration Act 1950 or any statutory modification thereof for the time being in force shall apply to any such arbitration \_\_\_\_\_

14. (1) This agreement shall come into effect on the date of its sealing when it shall in all respects supersede and replace the provisions of the Memorandum of Agreement made the First day of October One thousand nine hundred and fifty five between the Mayor Aldermen and the Citizens of the City of Durham and Framwelgate of the first part the Rural District Council of Durham of the second part the Urban District Council of Brandon and Byshottles of the third part and the Urban District Council of Spennymoor of the fourth part relating to the constitution of a joint committee of those Councils to perform the functions of those Councils under the Cremation Act 1902 as amended by the Cremation Act 1952 Provided (1) that any rights or liabilities arising under the said Memorandum of Agreement dated the First day of October One thousand nine hundred and fifty five prior to the coming into effect of this Memorandum of Agreement shall not be affected thereby \_\_\_\_\_

14. (2). that the making of this agreement shall not be deemed to be a withdrawal by any party from the joint committee constituted thereby \_\_\_\_\_

I N W I T N E S S whereof the parties hereto  
have unto caused their respective Common Seals to  
be hereunto affixed the day and year first before  
written \_\_\_\_\_

THE COMMON SEAL of  
THE COUNCIL OF THE  
CITY OF DURHAM was  
affixed in the  
presence of \_\_\_\_\_

Mayor

Chief Executive

THE COMMON SEAL of  
THE SPENNYMOOR TOWN  
COUNCIL was  
hereunto affixed in  
the presence of \_\_\_\_\_

Town Clerk

Town Mayor



## DEED OF VARIATION

This DEED OF VARIATION is made on the                      day of                      2004 between the COUNCIL of the CITY OF DURHAM(1) and the TOWN COUNCIL of SPENNYMOOR(2)

### 1. Recitals

- 1.1 This Deed is supplemental to a Memorandum of Agreement ("the Memorandum") dated 3rd May 1983 and made between the parties hereto constituting the Central Durham Crematorium Joint Committee
- 1.2 The parties to this Deed of Variation have agreed to vary the Memorandum on the terms set out in this Deed of Variation

### 2. Interpretation

- 2.1 Words and Expressions defined in the Memorandum have the same meanings in this Deed of Variation except to the extent that they are expressly varied by this Deed of Variation
- 2.2 This Deed is supplemental to the Memorandum

### 3.1 Variation or Substitution of Clauses

Membership of the Joint Committee

Clause 3 of the Memorandum shall be deleted and shall be replaced by the following:-

- 3.1 The Joint Committee shall consist of Members appointed by each of the two Councils from amongst their respective Members in the following manner that is to say:-

<u>Appointing Council</u>	<u>Number of Members to be Appointed</u>
The City Council	12
The Spennymoor Council	3

- 3.2 The whole number of Members of the Joint Committee shall retire on the first Thursday in May 2007 and on the first Thursday in May of every fourth year thereafter
- 3.3 In the year 2007 and in every fourth year thereafter being a year in which Members of the Joint Committee shall retire each of the two Councils shall appoint Members of the Joint Committee as herein provided to take office on the first Thursday in May that year
- 3.4 The two Councils may revoke an appointment of any Member at any time and the City Council shall do so if a Member ceases to be a Member of the City Council's Executive
- 3.5 Without prejudice to the generality of Clause 3.4 if a Member fails to attend four consecutive meetings of the Joint Committee such facts shall be reported by the Clerk to the Joint Committee to the Council by whom that Member was appointed and the Council may thereupon terminate the Member's term of office notwithstanding any other provision in the Memorandum and any such termination of appointment shall be reported to the Clerk to the Joint Committee by the Council concerned.
- 3.6 If by reason of the operation of the statutory provisions or revocation of appointment by the reason of the appointee no longer being a Member of the City Council's Executive or failure to attend meetings as herein before mentioned or otherwise there shall be a vacancy amongst the Members of the Joint Committee the Council out of whose appointment the vacancy occurs may thereupon appoint another Member to fill such a vacancy and the person so appointed shall remain a Member of the Joint Committee until and shall retire on the date of the normal retirement under the provisions of this Agreement of the Member whose place he or she fills.



**3.2 Meetings of the Joint Committee**

Clause 5 of the Memorandum shall be deleted and shall be replaced by the following:-

- 5.1 The Joint Committee shall hold four meetings at least in every year for the transaction of general business and may hold such other meetings including a visit to the Crematorium premises at such intervals as it may find necessary or convenient.
- 5.2 The Joint Committee shall elect annually from amongst its Members a Vice Chairman and shall appoint the outgoing Vice Chairman as Chairman
- 5.3 The appointment of the Chairman and the election of a Vice Chairman shall be respectively the first and second business transacted at the first meeting of the Joint Committee after the first Thursday in May of any year (hereinafter referred to as the Annual Meeting)
- 5.4 So far as it is practicable to do so the Vice Chairmanship shall alternate each year between a Member of Spennymoor Town Council and a Member of the City Council
- 5.5 The Chairman shall, unless he or she resigns or becomes disqualified continue in office until his or her successor becomes entitled to act as Chairman and the Vice Chairman of the Joint Committee shall unless he or she resigns or becomes disqualified hold office as such until his or her appointment as Chairman of the Joint Committee at the next Annual Meeting

**4. Memorandum of Agreement**

The Memorandum of Agreement is to be read and interpreted as if the variations to it in Clause 3 (if applicable) were set out in full in the Memorandum of Agreement

THE COMMON SEAL of the )  
COUNCIL OF THE CITY OF )  
DURHAM was affixed to this )  
Deed in the presence of:- )

Mayor

Director of Legal Services

THE COMMON SEAL of the )  
SPENNYMOOR TOWN )  
COUNCIL was affixed to this )  
Deed in the presence of:- )

Town Clerk

Town Mayor

**1919 CONSTITUTION OF THE CREMATORIUM JOINT COMMITTEE**  
(Min. No's 1878 dated 1<sup>st</sup> May, 1891 dated 26<sup>th</sup> June 1905 dated 9<sup>th</sup> October 2002 refer)

The formal responses of Durham City Council and Spennymoor Town Councils on the proposed changes to the Central Durham Crematorium Joint Committee's Constitution had been received.

Spennymoor Town Council had indicated that they did not support an amendment to the Constitution of the Joint Committee, wishing it to remain as 8 (City Council) and 3 (Spennymoor Town Council). In noting this, the summary of the proposed changes were detailed at Appendix 'A' to the report.

**RESOLVED:** That the proposed changes outlined in Appendix 'A' be supported and implemented from the date of the Joint Committee's next Annual General Meeting.

**1920 REPLACEMENT CARPET**

Included in the current Estimates for 2002/2003 was a sum of £8,000 for the provision of new carpets throughout the Crematorium building.

The Superintendent and Registrar had obtained three quotations and in consultation with the Chair and Vice-Chairman of the Joint Committee, the Clerk had authorised acceptance of the lowest quotation received from Johnson Wright Flooring Ltd in the sum of £8,061.67 plus VAT.

The excess (£61.67) above budget would be covered by additional income.

**RESOLVED:** Members noted the report.

**1921 INDEPENDENT EMISSION TEST RESULTS**

Under the terms of the Environmental Protection Act (1990) every Crematorium must have its cremator equipment independently tested each year to ensure that it was operating within the parameters set out in the Act. Independent Tests were carried out by E.U.S. Ltd between 10<sup>th</sup> and 12<sup>th</sup> December 2002.

Results found that Cremators one and two operated within all limits and were operating in full compliance of the E.P.A.

Results found that number three cremator exceeded the particulate emission legislation limit in both tests and the Hydrogen chloride level was also seen to be high. Whilst the Superintendent and Registrar was of the opinion that certain factors contributed to the problem experienced, he was of the view that there was not a problem with the cremator itself.

The Superintendent and Registrar had asked the City Council's Environmental Health Officers for a view on the results and also sought comment from the Cremator Service Engineers (Phoenix). Phoenix had subsequently responded to indicate that they considered there was no major cause for concern but they would look further at the findings on their next service visit.

**RESOLVED:** Members noted the report.

Constitution: Central Durham Crematorium Joint Committee  
Summary of Proposed Changes

The Constitution provides for the retirement of all Members of the Joint Committee on 30<sup>th</sup> May in every fourth year. Members may consider it would be appropriate to change this date to coincide with the date of District Council Elections.

However, due to the provisions of the City Council's Constitution adopted on 7<sup>th</sup> May 2002, only Executive (Cabinet) Members of the City Council are eligible to represent the Council on the Joint Committee. These Members are appointed by the Council on a two year basis. If a Member appointed to the Joint Committee ceases to be an Executive Member, his/her appointment to the Joint Committee will need to be revoked. The present Constitution allows for revocation and the filling of vacancies in general terms. To ensure that it is clear what must happen if an appointed Member ceases to be a Member of the City Council's Cabinet, it is suggested that:-

**Paragraph 3 (5)** be amended to read:- The two Councils may revoke an appointment of any Member at any time and the City Council shall do so if a Member ceases to be a Member of the City Council's Executive.

**Paragraph 3 (7)** be amended to read:- If by reason of the operation of statutory provisions revocation of appointment by reason of the appointee no longer being a Member of the City Council's Executive, failure to attend meetings as hereinbefore mentioned or otherwise there shall be a vacancy amongst the Members of the Joint Committee as herein provided the Council out of whose appointment the vacancy occurs may thereupon appoint another member to fill such a vacancy and the person so appointed shall remain a member of the Joint Committee until and shall retire on the date of the normal retirement under the provisions of this agreement of the Member whose place he fills.

**Paragraph 5** be amended to provide for 2 meetings in every year with others as necessary.

If it is agreed that the Chairmanship should be on a formal alternating basis, paragraphs 5 (2-5) of the Constitution be changed to read:-

2. The Joint Committee shall elect annually from among its Members a Vice-Chairman and shall appoint the out-going Vice-Chairman as Chairman;
3. The appointment of the Chairman and the election of the Vice-Chairman shall be respectively the first and second business transacted at the first meeting of the Joint Committee after 1<sup>st</sup> June in any year (hereinafter referred to as "the Annual Meeting");
4. So far as it is practicable to do so, the Vice-Chairmanship shall alternate each year between a Member of Spennymoor Town Council and a Member of the City Council;
5. The Chairman shall, unless he resigns or becomes disqualified, continue in office until his successor becomes entitled to act as Chairman and the Vice-Chairman of the Joint Committee shall, unless he resigns or becomes disqualified, hold office as such until his/her appointment as Chairman of the Joint Committee at the next Annual Meeting of the Joint Committee.

**THE ENVIRONMENTAL PERMITTING (ENGLAND AND WALES)  
REGULATIONS 2007**

The Environmental Protection (England) (Crematoria Mercury Emissions)  
Direction 2008

The Secretary of State, in exercise of the powers conferred upon him by regulation 61(1) and (2) of the Environmental Permitting (England and Wales) Regulations 2007 hereby gives the following Direction -

**Citation and commencement**

1. This Direction may be cited as the Environmental Protection (England) (Crematoria Mercury Emissions) Direction 2008 and shall come into force on 27 June 2008.

**Interpretation**

2. In this Direction-


“regulator” has the same meaning as in regulation 2 of the Environmental Permitting (England and Wales) Regulations 2007;

“relevant regulator” means the regulator for any crematorium in England.

**Variation of an environmental permit**

3. Every relevant regulator shall, by no later than 25 July 2008, vary the permit for each crematorium it regulates, to insert the condition as specified in the Schedule.

Signed by the authority of the  
Secretary of State for Environment, Food and Rural Affairs

  
.....

MARTIN NESBITT.

A Director in the Department for Environment, Food and Rural Affairs

25/06/2008  
.....

## THE SCHEDULE

1. The operator shall, by no later than 31 October 2008, provide detailed written confirmation to its relevant regulator of the following matters:

a) whether it intends to fit equipment to abate mercury emissions from the crematorium by 31 December 2012, and

b) if abatement equipment will be fitted, specify how many of the cremators on the site it will be fitted to, and

(i) what proportion of cremations at the installation (*using as a baseline the number of cremations undertaken in 2003<sup>1</sup>*) it is intended will be subject to the abatement measures

(ii) what steps have been taken to arrange

- financing of the purchase and installation of the abatement equipment

- procurement of the abatement equipment, and

(iii) the dates when the equipment will be installed and commissioned, at each cremator, and the evidence showing how those dates will be achieved, or

(iv) if those dates are not fixed by 31 October 2008, the likely date when they will be fixed,

or

c) if abatement will not be fitted or will be fitted in relation to less than 50% of cremations (based on 2003 figures)

(i) specify what burden sharing arrangements it intends or has put to put in place to offset the cost of abatement at one or more other

---

<sup>1</sup> based on the Federation of British Cremation Authorities annual statistics for 2003, and taking account of AQ9(06) which specified that the number of cremations involving stillbirths, perinatal deaths, and deaths of infants under 5 years should be subtracted

crematoria in accordance with the statutory guidance on burden sharing issued in guidance note AQ1(05)<sup>2</sup>, including the name of the burden sharing scheme or the name of the crematoria with which arrangements have been made

(ii) provide written evidence of any such arrangements, and

(iii) specify when those arrangements were put in place, or

(iv) if the arrangements have not been fixed by 31 October 2008, the likely date when they will be fixed.

2. Where no date has been fixed in accordance with sub-paragraphs (b)(iv) and (c)(iv), the operator shall notify its relevant regulator

(a) as soon as the date or dates has been fixed, and supply at the same time the information in (b)(ii) and (iii) and (c) (i)-(iii), and

(b) until such time as the dates remain to be fixed, notify the relevant regulator at least once before the expiry of each six-month period following 31 October 2008 of the progress made in fixing a date for compliance with the mercury emission requirements.

#### Note

It is an offence to contravene a condition contained in an environmental permit. In accordance with the Environmental Permitting Regulations, such offences are punishable in the Magistrates' court by a maximum fine of £20,000 and/or up to 6 months imprisonment per offence, and in the Crown court by an unlimited fine and/or up to 2 years imprisonment.

<sup>2</sup> Additional Guidance from the Department for Environment, Food and Rural Affairs, and from the Welsh Assembly Government - Control of Mercury Emissions from Crematoria, AQ1(05) - makes amendments to the principal statutory guidance that is produced as PG5/02(04). Paragraph 3(d) AQ24(05) identifies three burden sharing options: a national burden sharing scheme, known as CAMEO; internal burden sharing between crematoria operated by the same cremation authority or company; and local sharing agreements reached with nearby crematoria. AQ1(05), 24(05) and 9(06) can be found at the following internet addresses: AQ1(05) [http://www.defra.gov.uk/environment/ppc/localauth/pubs/guidance/notes/aqnotes/aq01\(05\).htm](http://www.defra.gov.uk/environment/ppc/localauth/pubs/guidance/notes/aqnotes/aq01(05).htm), as amended by AQ24(05), as amended by <http://www.defra.gov.uk/environment/ppc/localauth/pubs/guidance/notes/aqnotes/pdf/aq24-05.pdf>, and AQ9(06) <http://www.defra.gov.uk/environment/ppc/localauth/pubs/guidance/notes/aqnotes/pdf/aq09-06.pdf>

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Statutory Direction to English Local Authorities: Regulation of Air Pollution from Crematoria

**THE ENVIRONMENTAL PERMITTING (ENGLAND AND WALES)  
REGULATIONS 2007**

The Environmental Protection (England) (Crematoria Mercury Emissions)  
Direction 2008

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**Variation of an environmental permit**

3. Every relevant regulator shall, by no later than 25 July 2008, vary the permit for each crematorium it regulates, to insert the condition as specified in the Schedule.

Signed by the authority of the  
Secretary of State for Environment, Food and Rural Affairs

  
.....

MARTIN NESBITT.

A Director in the Department for Environment, Food and Rural Affairs

25/06/2008  
.....

This direction requires that the Central Durham Crematorium Joint Committee, submit a report to the Regulator by 31<sup>st</sup> October 2008, indicating what actions have been taken towards the installation of Mercury Abatement Equipment and an outline of the plans in place to meet the deadline of 31<sup>st</sup> December 2012. The report will be forwarded to D.E.F.R.A. who will use the information provided to judge the progress of the Cremation Industry towards achieving the set targets in Mercury Emissions. **Failure to provide Reports within the required timescales (every six months) could result in the Licence to operate the Crematorium being revoked.**

The report prepared by the officers of the Central Durham Crematorium Joint Committee is as set out below:

### Durham Crematorium Replacement of Cremators and Installation of Mercury Abatement Plant

Following the issue by D.E.F.R.A. of Process Guidance Notes AQ5/2 (04) in January 2005, which provided detailed guidance on the required performance of cremators and ancillary equipment, required that, 50% of cremations are to be subject to Mercury Abatement by 31/12/2012 and recognised the fact that Burden Sharing would be an acceptable way of the industry achieving the said 50% Abatement target.

D.E.F.R.A. Additional Guidance Note AQ1 (05) and D.E.F.R.A. Additional Guidance Notes AQ13 (05) have been issued subsequently.

In anticipating this requirement, the Central Durham Crematorium Joint Committee had commissioned a Feasibility Study from Jane Darbyshire and David Kendall Ltd., into how the Durham Crematorium could be adapted to comply with the new legislation.

This report was completed in May 2005 and was subsequently considered by the Central Durham Crematorium Joint Committee.

It must be pointed out that the Feasibility Study looked at all areas of the Crematorium operation and not only the Cremators and ancillary equipment.

The anticipated costs of implementing the findings of the Feasibility Study were very high, partly due to the fact that it would be a requirement that the Crematorium remain fully operational during the project.

The Central Durham Crematorium Joint Committee has, since the publication of the Feasibility Study looked at all options available to enable the proposed project to proceed and indeed agreed that new Cremators are Mercury Abatement equipment would be installed by 31.12.2012.

The prospect of Local Government Review halted any further progress on this major project.

In order to ensure that the Durham Crematorium could continue to operate efficiently and within the requirements of the Environmental Protection Act (1990), the three Cremators were relined in April 2007 and electrical upgrades have been made to the operating systems of each Cremator.

Quite where the Crematorium will fit into the New Authority - Durham County Council is as yet uncertain, but it is the intention of the Officers of the Crematorium to present a comprehensive report to the new Committee as soon after 1<sup>st</sup> April 2009 as possible.

That report will recommend that a firm of Architects and a Mechanical and Electrical Engineer will be commissioned to review the Feasibility Study and that a detailed performance specification will be drawn up in respect of the Cremator and Mercury Abatement equipment.

The time scale will be tight, as the revised plans for the building will need to be agreed and planning consent obtained (necessary because the new Cremators and Filtration equipment will take up about twice as much space as the existing equipment). The selection of a Cremator and Mercury Abatement equipment supplier will also be difficult.

To date, only one manufacturer, Facultatieve Technologies has installed new Cremators with Abatement Equipment to more than one Crematorium in the U.K. There is real concern that there is not enough manufacturing capacity within the industry to enable all the necessary Cremators to meet the 2012 deadline to be built in time.

The Superintendent & Registrar has during the past 12 months looked at an installation of a new Cremator by a German Company, IFZW, a major supplier of Cremation equipment in Europe, and an installation by Crawford Cremators which uses a wet system to collect Mercury and other substances as well as the installation of the Facultatieve equipment at four Crematoria across the U.K.

In February 2006, the Central Durham Crematorium Joint Committee imposed a £50.00 / Cremation Environmental Surcharge, this money being ring-fenced so as to provide funding towards the costs of installing new Cremators and Abatement equipment.

The Central Durham Crematorium Joint Committee is committed to providing the best possible standards of service to the community and is confident that a scheme for the replacement of the existing equipment will go ahead, and is hopeful of meeting the 31<sup>st</sup> December 2012 deadline.

**Recommended:**

**That Members agree the report and that a copy be sent to the Crematorium Regulator by 31<sup>st</sup> October 2008.**



# Central Durham Crematorium Joint Committee

South Road, Durham. DH1 3TQ  
Telephone 0191 3848677 – Fax 0191 3831850  
[www.durhamcrem.co.uk](http://www.durhamcrem.co.uk)  
Email [durhamcrem@btconnect.com](mailto:durhamcrem@btconnect.com)

Report to: Environmental Health Manager

From: Superintendent & Registrar

14 May 2009

Re: Permit Reference Number DCC / LAPPC / P19

## Durham Crematorium – Condition 5.8

Further to my report of 31<sup>st</sup> October 2008, and in adherence with the above condition, I set out my report as below.

Re-organisation of Local Government came into effect on 1<sup>st</sup> April 2009, with Durham County Council becoming a Unitary Authority, replacing the existing County Council and Seven District Councils.

Due to these changes being due, there has been no progress towards the provision of Mercury Abatement Equipment and the position is that as stated in my last report, I can however advise that a **new** Crematorium Joint Committee has been established and that the first meeting will take place on 17<sup>th</sup> June 2009.

I am hopeful that the committee will authorise me to take the necessary steps towards appointing Architects and Electrical and Mechanical Engineers to move the project forward.

I am confident that I will be able to present a much clearer picture of the way the Central Durham Crematorium Joint Committee want to proceed in my October report.

A.S. José F.I.C.C.M.  
Superintendent & Registrar



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

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