

Date: 18th April 2025

NOTICE OF ORDINARY BOARD MEETING

In accordance with Schedule 1 of the Local Government Act 1985, Notice is hereby given that the next Board Meeting of Port St Mary Commissioners will be held in the Board Room at the Town Hall on **Wednesday 23rd April 2025 at 6.30p.m.** The Private session of Port St Mary Commissioners will be held following the conclusion of the Public Board Meeting.

1. Only business of a formal nature as defined in the Agenda for the meeting, which is set out below may be discussed, as defined in Port St Mary Commissioners Standing Orders governed by Section 27 of the Local Government Act 1985 [as amended by Section 8 Local Government Act 2006]. All Commissioners are urged to attend and bring with them their copy of Standing Orders.

Hayley Kinvig
Clerk

PORT ST MARY COMMISSIONERS

ORDINARY BOARD MEETING

23RD APRIL 2025

AGENDA – OPEN SESSION

Item Number	Item	Action Required
1.	OPENING OF THE MEETING	
1.1	Welcome, Apologies & Declarations	As required by Board members
2.	MINUTES Four Members who were present are required to approve Minutes	
2.1	Minutes of the Ordinary Meeting held on the 26 th March 2025	For Board approval
3.	MATTERS ARISING	
3.1	Matters Arising from Previous Meetings	Clerk to provide necessary updates
4.	MOTIONS – None	
5.	FINANCE	
5.1	Invoices for Settlement in April	For Board approval
6.	PROJECTS	
6.1	PSM Events	For Board discussion
6.2	Mariners Shelter	HK to provide a verbal update
6.3	Chapel Beach facilities	For noting
6.4	Highways Updates	For discussion

6.5	Waste Analysis Information – SCAS	For Board discussion
7.	HOUSING	
7.1	Housing Officers Report	For Board discussion
7.2	Tenancy Arrears Report	For Board discussion
7.3	Altair Housing Report https://www.gov.im/media/1388256/altair-report-v16_compressed.pdf	For Board discussion
8.	PUBLIC CORRESPONDENCE & COMMUNICATIONS	
8.1	Southern Charitable Causes- SCAS	For noting
8.2	Letter issued to DESC re school swimming lessons & the Southern Pool	For noting
9.	PLANNING MATTERS	
9.1	Planning Applications	For Board discussion
9.2	Planning Approvals	For noting
10.	POLICY & RESOURCES	
10.1	Draft Conservation Area Response	For noting
10.2	Manx Utilities Public Lighting Contract 2025/26	For Board discussion & approval
10.3	Local Government Pension Scheme correspondence	For Board discussion & information
10.4	1 st Supplemental List May 2025	For noting

10.5	Meeting & event dates 2025	For noting
11.	PUBLIC CONSULTATIONS	
11.1	Port St Mary residents parking permit review	For Board discussion & response
11.2	Local Government (Amendment) Bill – copy of correspondence issued	For Board discussion – if required
12.	INVITATIONS	
12.1	Municipal Association AGM invitation	For noting (to be included again on the AGM Agenda)
13.	ANY OTHER BUSINESS OF AN URGENT NATURE (BY PERMISSION OF THE CHAIR)	

**PORT ST MARY COMMISSIONERS
ORDINARY BOARD MEETING
26TH MARCH 2025 at 6.45pm**

MINUTE – PUBLIC SESSION

Present:	Mrs B Williams MBE (Chairman), Mr L Vaughan-Williams (Vice Chairman), Mrs R Gelling, Mr D Scott, Mrs J Teare & Mr N McGregor Edwards
Apologies:	Mr C O'Meara
In Attendance:	Mrs H Kinvig (Clerk)

A pre meeting was held with Minister Michelle Haywood and DOI Officer Kevin Almond

1.	1.1 The Chair welcomed the Board, noted the apologies and declared the meeting open.	
2.	2.1 Minutes of the Ordinary Meeting held on the 26 th February 2025 were circulated. JT/DS proposed the Minutes of the Ordinary Meeting held on 26th February 2025 be approved and signed as a correct record. NME & BW were in favour, LVW & RG abstained through absence. Carried.	
3.	Matters Arising: 3.1 The Matters Arising Summary and response to public correspondence by the Clerk from the previous meeting were circulated and noted. The location of the 3fm Breakout Bunny was agreed for the Pavilion.	
4.	Motions: None	
5.	Finance: 5.1 Invoices for settlement in March. NME/JT approved the invoices for settlement in March to be paid. All were in favour. Carried.	MK
6.	Projects: 6.1 Events – Monas Queen –Details of the event were discussed and noted. 6.2 Mariners Shelter – HK advised that the Deed of Surrender had been requested form the Advocate. 6.3 Chapel Beach facilities – It was noted that further research is underway. 6.4 Highways – It was agreed that road closure notices for information would be circulated electronically, not become part of the Agenda.	HK SAM

	HK to liaise with building contractors regarding the use of the road from the Top Prom to Gansey Point	HK
7.	<p>Housing:</p> <p>7.1 Housing Officers Report – the report was discussed and noted.</p> <p>7.2 Tenancy Arrears Report – The Board requested progress is made with the small claims debtors.</p> <p>7.3 Letter from Mr Hooper re housing provision – Report to be circulated.</p>	<p>MK</p> <p>DG</p>
8.	<p>Public Correspondence:</p> <p>8.1 SCAS re fly tipping – HK to respond and advise no issue now, however, will be in contact if required in the future.</p> <p>8.2 Southern Swimming pool letter regarding primary school lessons – The correspondence was discussed. JT/RG proposed that a letter is issued to the Department of Education, Sport and Culture regarding concern withdrawal of school swimming lessons and general lack of support for the future of a pool provision in the South of the Island. All were in favour. Carried.</p>	<p>HK</p> <p>HK</p>
9.	<p>Planning Matters</p> <p>9.1 Planning Applications:</p> <p>9.1.1 25/90281/B Gansey Mill Apartments, Beach Road for the installation of a protective structure on the roof of the building with associated internal access. There were no objections.</p> <p>9.2 Planning Approvals:</p> <p>9.2.1 24/00877/B – Merrion House, The Promenade for conversion of existing basement for additional tourist accommodation. The approval was noted.</p> <p>9.2.2 24/90994/B – Springfield, Plantation Road for single storey extension to rear elevation. The approval was noted.</p> <p>9.2.3 24/91198/B – Loen, Fistard Road for installation of replacement of roof covering. The approval was noted.</p> <p>9.2.4 24/91224/B – 1 Creggan Mooar for alterations and conversion of existing garage to home office (Retrospective). The approval was noted.</p> <p>9.2.5 24/91229/B – Almorah, Fistard Road for conversion of garage to living space. The approval was noted.</p> <p>9.2.6 24/91295/B – Beach House, Bay View Road for erection of two-storey extension to create two-bed first floor holiday accommodation; side extension to create internal staircase, change of use to provide commercial kitchen and change of use to provide front office or retail space. The approval was noted.</p>	<p>DG</p>

	<p>9.2.7 24/90074/B – Grey Ladies, Clifton Road to replace existing integral sunroom with new sunroom, widen existing driveway and vehicle access. The approval was noted.</p> <p>9.2.8 25/90001/B – Mannin Veg, Gansey for extension of existing dwelling including new dormer structures, replacement of windows, doors and front porch. The approval was noted.</p>	
10.	<p>Policy & Resources: None.</p> <p>10.1 Local Authority Elections – HK advised as at close of nominations at 1pm, and following no withdrawals before 2pm, all 7 vacant seats had been successfully filled in an uncontested election for PSMC.</p> <p>10.2 Dates – The forthcoming dates were discussed and noted.</p>	
11.	<p>Public Consultations:</p> <p>11.1 Local Government (Amendment) Bill 2023– HK to draft and circulate a letter for approval by the Board following points discussed.</p> <p>11.2 Consultation on the introduction of fees and cost limits for Freedom of Information requests – HK to respond advising no fee but a provision to deter vexatious requests would be recommended.</p>	<p>HK</p> <p>HK</p>
12.	Invitations: None	
13.	Any Other Business: None	

There being no further business the Public Session of the meeting closed at 7.50pm.

PORT ST MARY COMMISSIONERS

MATTERS ARISING & PUBLIC CORRESPONDENCE REPORT

Matters Arising

3fm Easter trail – The bunny has been located at the Pavilion, the promotion ends on Monday 21st April.

Consultation of Freedom of Information Request charges – The agreed response was submitted on 4th April.

Public Correspondence

Email from SCAS re fly tipping – HK responded as agreed.

Letter re Southern Swimming Pool – The letter was issued as agreed (see Item 8.2) on 7th April, electronic votes to be ratified as follows;

Good morning all

I have drafted the attached letter to DESC regarding the southern pool.

Please fire me through any amendments/alterations but if possible I would like to receive electronic approval by Friday so that I can issue it ahead of the Easter holidays.

As discussed at our meeting last week, the issued letter will then go on the public Agenda for the April meeting.

For; BW, NME, RG, DS, JT & CO'M

No response; LVW

Letter re Local Government (Amendment) Bill 2023 – The letter was issued as agreed (see Item 11.2) on 16th April, electronic votes to be ratified as follows;

Good morning all

I have drafted the attached letter to DESC regarding the southern pool.

Please fire me through any amendments/alterations but if possible I would like to receive electronic approval by Friday so that I can issue it ahead of the Easter holidays.

As discussed at our meeting last week, the issued letter will then go on the public Agenda for the April meeting.

For; BW, NME, DS, JT & CO'M

No response; LVW & RG

Item 5.1

PORT ST MARY COMMISSIONERS - Invoices to be paid in April 2025

Page 1

Inv#	Date	Invoice number	Supplier	Details	Housing	Net (£)	VAT (£)	Total Cost (£)	Nominal code
4631	28/03/2025		Rick Buckley	Clean Town Hall windows in March 25		45.00	0.00	45.00	5150
4632	10/04/2025	1399327	CuPlas	White wastepipe, cement, obtuse bend, straight coupling		23.57	4.71	28.28	6100
4633	01/04/2025	18522	DPN Limited	Annual rent and rates licence for 200 properties		3,970.00	794.00	4,764.00	6170
4634	10/02/2025	600149961	Department of Infrastructure	Tipping charges for January and February 2025		10,207.51	2,041.50	12,249.01	5210
4635	04/03/2025	355/2024	Drains IOM	17 SFA - perform jet clear on drain	SFA	220.00	44.00	264.00	6100
4636	24/03/2025	542926976	Edgewater	Brokerage fee for insurance renewal 2025/26		2,000.00	0.00	2,000.00	5040
4637	11/03/2025	34403	Island IT	MS Exchange plan and MS 365 - March 25		163.60	32.72	196.32	5140
4638	25/03/2025	34535	Island IT	ESET endpoint security licence - 2025/26		288.20	57.64	345.84	5140
4639	31/03/2025	34553	Island IT	Labour - check mailboxes and other system checks		75.00	15.00	90.00	5140
4640	28/01/2025	147786	JCK Limited	Hire of sweeper and tipping		226.28	45.26	271.54	6056
4641	10/03/2025	148457	JCK Limited	Hire of sweeper and tipping		229.52	45.90	275.42	6056
4642	25/03/2025	148739	JCK Limited	Hire of sweeper and tipping		228.08	45.62	273.70	6056
4643	17/03/2025	0001/00188367	J Qualtrough	Bulk bags, plaster finisher, caulk and silicone sealant		80.59	16.12	96.71	6020
4644	27/03/2025	0001/00190733	J Qualtrough	Saw, fence rail and cover and frame		86.76	17.35	104.11	6020
4645	08/04/2025	24/8250	Liftmann	Repairs and replacement parts for TH lift		1,846.65	369.33	2,215.98	5150
4646	13/03/2025	101-459142	leG (formerly Manx Gas)	Town Hall gas consumption - 13/01 - 13/03/25		1,299.93	259.99	1,559.92	5150
4647	07/01/2025	000694	Manx Rock (formerly Colas)	Tipping of waste soils and stones		198.30	39.66	237.96	5210
4648	05/03/2025	000933	Manx Rock (formerly Colas)	Tipping of limestone		18.00	3.60	21.60	5210
4649	04/04/2025	001404	Manx Rock (formerly Colas)	Doggy bin bags and gloves		293.35	58.67	352.02	5270
4650	03/04/2025	U2612264	Manx Utilities	1 LA - electricity supply 02/01 - 02/04/25		28.48	1.42	29.90	6100
4651	25/02/2025	SPI4424132	Manx Utilities	Install 6m column (PMN251) at Perwick (storm damage)		2,608.26	521.65	3,129.91	5900
4652	01/04/2025	SPI4424447	Manx Utilities	Public lighting maintenance - Jan' to March 25		3,234.86	646.97	3,881.83	5900
4653	11/03/2025	34241	Newsons	Workboots for new hire		59.95	0.00	59.95	6020
4654	31/03/2025	92551	Onchan Commissioners	Refuse collection - Jan' to March 2025		7,746.32	1,549.26	9,295.58	5210
4655	01/04/2025	26317	Orb	Payroll for March 2025		60.50	12.10	72.60	5170
4656	22/01/2025	2425100	Roots to Shoots	3 trees removed from golf course following storm		2,300.00	115.00	2,415.00	5660
4657	10/04/2025	1132	S&J Projects	14 SMA - repair windows	SMA	110.00	22.00	132.00	6100
4658	10/03/2025	167340	SCS	6 SFA - replace doorbell push button	SFA	59.50	11.90	71.40	6100
4659	17/03/2025	167527	SCS	1 PR - flue brackets fitted to boiler	PR	135.00	27.00	162.00	6100
Sub total Pg1						37,843.21	6,798.37	44,641.58	

Inv#	Date	Invoice number	Supplier	Details	Housing	Net (£)	VAT (£)	Total Cost (£)	Nominal code
4660	17/03/2025	167528	SCS	4 BB - repair boiler software	BB	81.81	16.36	98.17	6100
4661	10/03/2025	167353	SCS	19 SFA - replace faulty heat exchanger on boiler	SFA	320.05	64.01	384.06	6100
4662	10/03/2025	167354	SCS	11 PR - fit new flue brackets on boiler	PR	182.69	36.54	219.23	6100
4663	10/03/2025	167355	SCS	2 SMA - vent and repressurise upstairs radiators	SMA	74.48	14.90	89.38	6100
4664	10/03/2025	167356	SCS	2 CB - issues with system setting boiler temperature	CB	118.00	23.60	141.60	6100
4665	24/03/2025	167599	SCS	12 BB - new washers fitted to boiler heat exchanger	BB	116.88	23.38	140.26	6100
4666	24/03/2025	167600	SCS	24 SFA - inspect defects, oil boiler to be replaced	SFA	93.50	18.70	112.20	6100
4667	24/03/2025	167601	SCS	2 SMA - isolate and drain radiator, repair joint	SMA	39.25	7.85	47.10	6100
4668	24/03/2025	167602	SCS	16 SFA - renew pressure discharge pipe	SFA	121.70	24.34	146.04	6100
4669	24/03/2025	167603	SCS	8 SMA - repair PRV	SMA	46.75	9.35	56.10	6100
4670	26/03/2025	167614	SCS	16 PR - fit two pendants, replace fluorescent fitting	PR	525.22	105.04	630.26	6100
4671	26/03/2025	167615	SCS	5 SFA - supply and replace defective light fitting	SFA	59.51	11.90	71.41	6100
4672	31/03/2025	167671	SCS	24 SFA - new oil boiler	SFA	5,070.36	1,014.07	6,084.43	6100
4673	31/03/2025	167691	SCS	5 oil boilers serviced	Various	418.18	83.64	501.82	6100
4674	31/03/2025	167692	SCS	4 gas boilers serviced	Various	280.50	56.10	336.60	6100
4675	07/04/2025	167872	SCS	Golf Pavilion - repairs to boiler		75.53	15.11	90.64	5690
4676	07/04/2025	167873	SCS	Golf Pavilion - repair hot tap in main kitchen		39.25	7.85	47.10	5690
4677	10/04/2025	167972	SCS	11 PR - replace extraction fan and smoke and Co2 detectors	PR	362.12	72.42	434.54	6100
4678	10/04/2025	167973	SCS	Golf Pavilion - replace faulty dimmer		260.66	52.13	312.79	5690
4679	28/03/2025	45093	Signrite	Honours board update		40.00	8.00	48.00	5150
4680		Various	Southern Civic Amenity Site Board	Green waste		30.28	6.06	36.34	5260
4681		Various	Southern Civic Amenity Site Board	Commercial waste		62.25	12.45	74.70	5210
4682	29/03/2025	202503000121	SPAR	Fuel for DLO vehicles		243.38	48.67	292.05	6020
4683	24/03/2025	SINV16285	Viking	Ink for Town Hall printer		136.42	27.28	163.70	5060
4684	31/05/2025	SI-00048906	WDS Limited	Urinal screens		32.30	6.46	38.76	5152
4685	31/05/2025	SI-00049078	WDS Limited	Black sacks, cleaner, bleach, gloves		244.48	48.89	293.37	5152
4686	07/03/2025	345880	Whitaker Trading	Uniform - new hire		206.30	41.26	247.56	6020
						Sub total Pg2	9,281.85	1,856.36	11,138.21
						Total	47,125.06	8,654.73	55,779.79

Breakdown by type of expense (rates and housing)

Nominal code	Nominal description	Amount (£)
5040	Legal and Professional Fees	2,000.00
5060	Photocopying	163.70
5140	Computer Expenses	632.16
5150	Town Hall Expenses	3,868.90
5152	Town Hall Cleaning	332.13
5170	Office Expenses	72.60
5210	Refuse Expenses	21,878.85
5260	Gardens and Flowerbeds	36.34
5270	Refuse - Miscellaneous	352.02
5660	Golf - Miscellaneous	2,415.00
5690	Golf - Pavillion	450.53
5900	Public Lighting - Street Lighting Power & Cyclic Maintenance	7,011.74
6020	Sundry - Store	800.38
6056	Vehicles - General	820.66
6100	Housing Repairs	10,180.78
6170	Housing Misc Expenses	4,764.00
		55,779.79

Breakdown of invoices by supplier (rates and housing)

Supplier	Amount (£)
CuPlas	28.28
Department of Infrastructure	12,249.01
DPN Limited	4,764.00
Drains IOM	264.00
Edgewater	2,000.00
leG (formerly Manx Gas)	1,559.92
Island IT	632.16
J Qualtrough	200.82
JCK Limited	820.66
Liftmann	2,215.98
Manx Rock (formerly Colas)	611.58
Manx Utilities	7,041.64
Newsons	59.95
Onchan Commissioners	9,295.58
Orb	72.60
Rick Buckley	45.00
Roots to Shoots	2,415.00
S&J Projects	132.00
SCS	10177.13
Signrite	48.00
Southern Civic Amenity Site Board	111.04
SPAR	292.05
Viking	163.7
WDS Limited	332.13
Whitaker Trading	247.56
	55,779.79

Breakdown of invoices for Housing only


Supplier	Amount by property (£)	Total by supplier (£)
Drains IOM		264.00
SFA	264.00	
S&J Projects		132.00
SMA	132.00	
SCS		9,726.60
BB	238.43	
CB	141.60	
PR	1,446.03	
SFA	6,869.54	
SMA	192.58	
Various	838.42	
	10,122.60	10,122.60

Other housing expenses	58.18	58.18
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10,180.78	10,180.78
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PORT ST MARY COMMISSIONERS

PROJECTS UPDATE

6.1	<p>Events</p> <p><u>Monas Queen Event</u></p> <p>An order of service will be available to view at the meeting. Catering will be provided by the Pavilion.</p> <p><u>Village in Bloom</u></p> <p>Advertising for Village in Bloom will begin shortly.</p>
6.2	<p>Mariners Shelter</p> <p>To avoid additional legal costs in producing a Deed to Surrender, Harbours have agreed to issue the Board with 1 months' notice (as is the landlords right) to determine the agreement. All parties have agreed.</p>
6.3	<p>Chapel Beach facilities</p> <p>Cost of the changing unit has come back at circa £5,000 without shipping and a roof. Other alternatives and funding are being explored.</p> 
6.4	<p>Highways</p> <p><u>High Street</u></p> <p>Excavation works is due to get underway at the High Street to ascertain where the services, voids and cellars are located, this information will then be passed onto the design team to see if any amendments to the current design are required. – <i>No further update is available.</i></p> <p><u>Sound bus service #28</u></p>

	<p>Dear Hayley,</p> <p>As mentioned in my previous email, the RTALC asked for legal advice on this matter from the AGs Chambers. This advice came back last month but unfortunately March is always the busiest month for the RTALC office as the vast majority of annual taxi licences expire then and I had to wait for a RTALC meeting at which the advice could be discussed by the Committee. This took place yesterday.</p> <p>This advice clarified that the RTALC cannot compel a PPV operator to operate a service under a Regular Service Licence if the PPV operator wishes to terminate that service. Therefore if Bus Vannin wishes to terminate Service 28, the RTALC has no legal vires to stop it from doing so.</p> <p>If you have any further questions, please let me know (but please be aware that I won't be in the office until next week).</p> <p>Kind regards, Secretary, RTALC</p>
6.5	<p>Waste Analysis Information – SCAS</p> <p>Afternoon Hayley,</p> <p>Hope all is well with you.</p> <p>Apologies for the delay in getting this over to you, but please find attached the breakdown for Port St Mary regarding the waste audit undertaken over June & July 2024.</p> <p>If you need any help with the data provided, please feel free to get in touch.</p> <p>The only high-level figure to maybe highlight is that of the sampled properties based on the average percentage of recyclable waste is that there is a potential 36.5% of the current waste collection weight which could be recycled via a kerbside or at the Southern Civic Amenity Site.</p> <p>We haven't added any more analysis as we don't have any detailed knowledge of the waste collection operations across the local authority area.</p> <p>Kind regards,</p> <p>Jason</p> <p>Jason Roberts Clerk to Southern Civic Amenity Site Board</p>

Port St Mary Commissioners - Waste Audit June 2024

Sample number	Plastic (1/2/5)	Paper/Grey card	Glass	Metal	Brown Cardboard	Tetra	Green Waste	Textiles	Total of recycle material	Residual Waste	TOTAL	
	1.00	1.10	0.70	1.20		0.00		4.80	8.90	14.40	23.30	kg
	2.20	2.10	3.90	0.80		1.20	1.60		11.90	31.40	43.30	kg
	1.80	2.70	2.30	3.00		0.90	8.00		18.80	6.50	25.30	kg
	1.30	2.00		0.80		0.80			4.90	8.60	13.50	kg
	1.40	2.40	0.70	1.20		0.90			6.50	6.60	13.10	kg
	2.80	3.10	2.90	1.30		1.20			11.30	10.20	21.50	kg
	2.20	1.20	3.30	3.00		0.90	7.80		18.40	38.50	56.90	kg
	0.80	1.30		1.30		1.00	12.00		16.50	7.80	24.30	kg
	1.70	0.50	0.30			0.70			3.20	11.50	14.70	kg
	0.70	1.30	2.30			0.30			4.70	10.60	15.30	kg
	1.00	3.00	2.60	3.50		1.10			11.20	63.00	74.20	kg
	1.60	2.30	2.70	1.00		0.40	3.60		11.50	13.40	24.90	kg
	3.40	4.90		1.30		0.00			9.60	39.20	48.80	kg
	1.10	1.30	1.80	0.90					5.20	3.90	9.10	kg
	1.00	1.70	1.90	1.20		0.80			6.50	5.80	12.30	kg
	1.14	0.64	0.84	0.12		2.04	25.14		29.92	9.78	39.70	kg
	2.40	1.30	0.76	0.86		2.04			7.36	49.29	56.65	kg
	6.78	1.14	2.78	1.18		1.88			13.76	38.52	52.28	kg
	1.26	1.14	0.38	0.08		1.14			4.00	6.02	10.02	kg
	1.46	2.08		1.12		0.08			4.74	7.92	12.66	kg
	2.80	10.74	2.00	0.40		0.08			16.02	6.06	22.08	kg
									0.00	22.64	22.64	kg
	1.72	2.50		0.78		0.14			5.14	16.34	21.48	kg
	4.92	7.50	1.98	8.60			12.12	4.12	39.24	2.68	41.92	kg
	2.46	2.58		3.26				4.00	12.30	12.90	25.20	kg
	1.54	6.04	1.10	1.90					10.58	4.60	15.18	kg
	1.06	0.80	0.90	0.06		0.06		0.24	3.12	8.18	11.30	kg
	0.80	2.40		0.30		0.18			3.68	46.24	49.92	kg
	0.66	1.32		1.32		0.46	5.92		9.68	7.54	17.22	kg
	6.68	4.20		0.14		0.80		8.50	20.32	61.94	82.26	kg
TOTAL	59.68	75.28	36.14	40.62	0.00	19.10	76.18	21.66	328.96	572.05	901.01	kg
AVERAGE	2.06	2.60	1.81	1.50	0.00	0.76	9.52	4.33	10.97	19.07	30.03	kg
MEDIAN	1.54	2.08	1.94	1.18	0.00	0.80	7.90	4.12	9.64	10.40	22.97	kg

Housing Officer's Report to Port St Mary Commissioners
23rd April 2025

Subject	Information
March Summary of Housing Works & Repairs	<ul style="list-style-type: none"> • 2 Responsive repairs were carried out by DLO in March. <p>17 responsive repairs were carried out by contractors in March:</p> <ul style="list-style-type: none"> • 9 Boiler related issues • 2 Plumbing repairs • 5 Electrical issues • 1 Window/Door repair • 1 broken drain was repaired • 1 property had repairs done to the bathroom • 1 property had the central heating oil boiler replaced
Void Properties	No properties were handed back in March.
March Allocations	None
Fixed Term & Annual Tenancies	Following a meeting and property inspection, one tenant with rent arrears had their fixed one-year tenancy renewed for a further trial six months.
Southern Shared Housing Waiting List	<ul style="list-style-type: none"> • No applications were processed at this office in March. • One applicant managed by this office was housed with another authority in March. • There are currently 154 applicants on the waiting list. • 40 applicants have selected Port St Mary in their area choices, 22 have chosen 'all Island' and 46 have selected 'all South'.
Transfer Waiting List	<ol style="list-style-type: none"> 1. One tenant in a three-bed house needs to transfer to a level access property. 2. One family currently housed by another authority wishes to transfer to a three-bed house in PSM for health/welfare reasons. 3. One tenant in a three-bed house wishes to downsize. 4. One tenant in a two-bed ground floor flat wishes to transfer to another area. 5. A tenant with another housing authority wishes to transfer to a bungalow in PSM for welfare reasons. 6. A tenant in a bungalow wishes to transfer to a flat further up the Port.

PORT ST MARY COMMISSIONERS

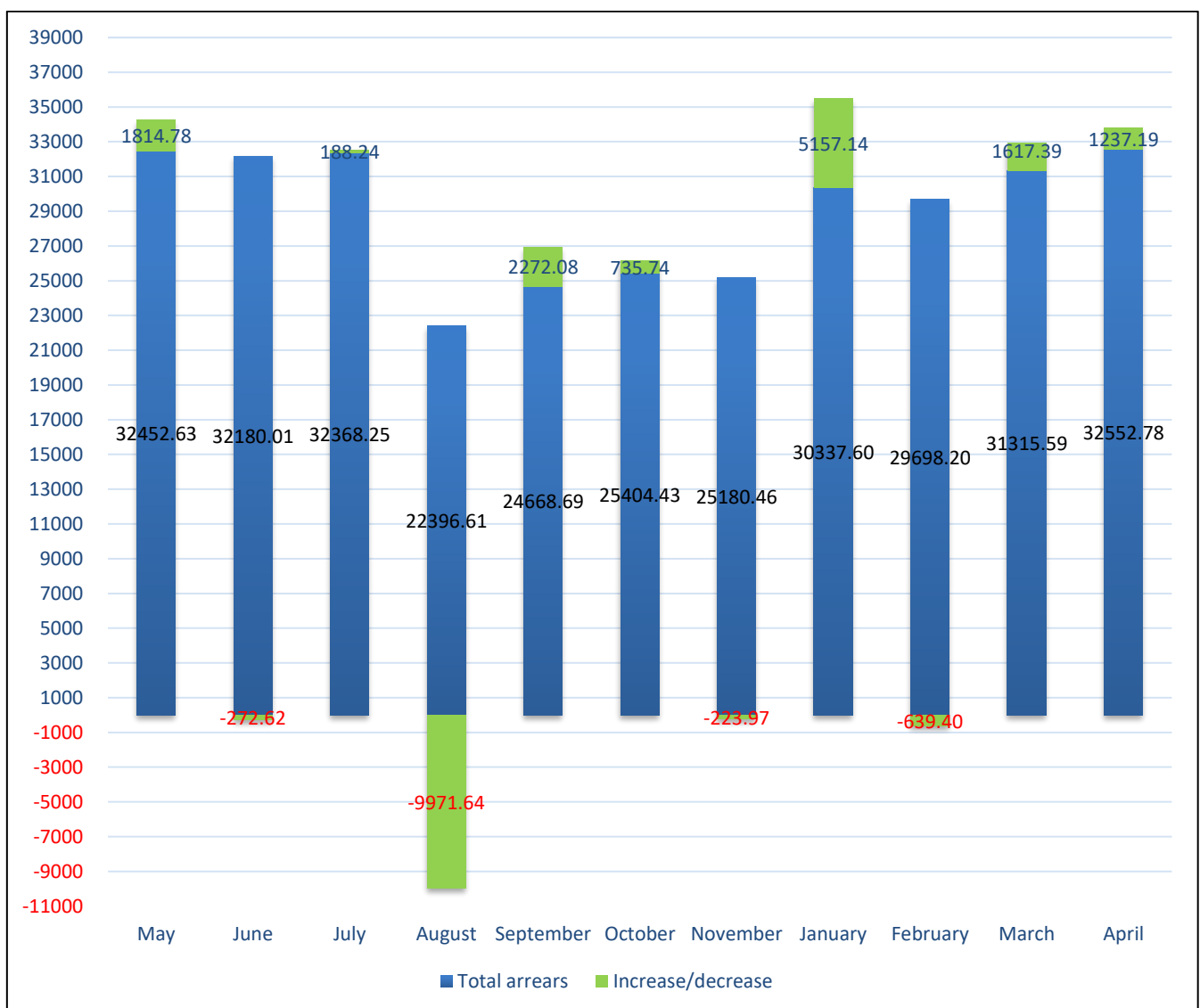
Tenancy Arrears Report for the April 2025 Meeting

Week 3 2025/26 commencing 17 April 2025

Management Summary

Unpaid rents have increased in the period from £31,515.59 in March to £32,552.78 in April 2025, an increase of £1,237.19 or 3.95%. Economic headwinds remain high keeping costs elevated and ensuring some tenants struggle to pay their rent. A detailed analysis of rents follows.

The **first graph** shows the rent arrears by sector over the last 12 months. As in previous months, all arrears are housing related:



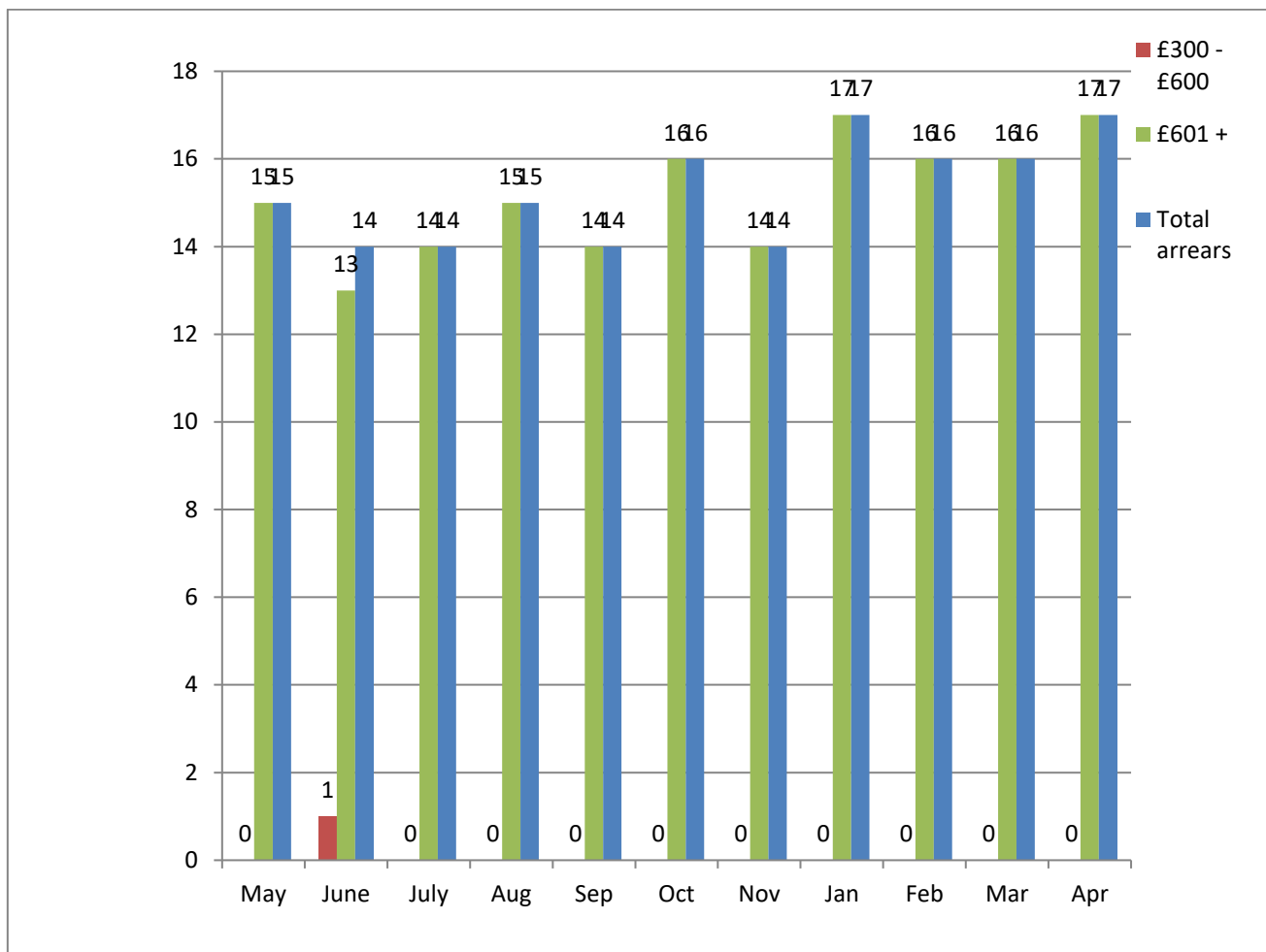
Tenancy Arrears Report for the April 2025 Meeting

Week 3 2025/26 commencing 17 April 2025

(Continued)

Number of Debtors and Actions Taken

The **second graph** shows the number of debtors by debt level:



Below is a detailed analysis of the arrears and the separate action being taken for each tenant.

Uncontrolled debt

There are currently 5 tenants with uncontrolled debt. The Finance Officer has started the small claims process with regards to tenants 1 and 3 and will keep the Clerk and Board updated on progress.

Tenant 1 – Arrears £2,842.83 (no movement since previous report)

A request was made for a judgment on an instalment order which was granted by the court with payments of £100.00 per month to be received from 14th September 2020. The finance officer instructed the then tenant to make payments no later than the 23rd of each month, but the now former tenant defaulted on the court order. The party has been written to and advised that

small claims proceedings will commence unless a payment plan is agreed and adhered to, however, a reply hasn't been received. Small claims paperwork has been prepared and will be submitted soon.

Tenant 2 – Arrears £863.34 (previous tenant)

This amount was previously removed from the report and reinstated at the request of the Board. The Authority's staff cannot locate the former tenant.

Tenant 3 – Arrears £782.78 (no movement since the previous report)

Dependent has spoken to the housing officer and has promised to clear arrears once they receive their inheritance.

Controlled Debt

The following tenants have controlled debt but due to the amounts, are being brought to the Boards attention:

Tenant 4 – Arrears £1,442.72 (decreased by £50.00 since the previous report)

The former tenant has been adhering to their payment plan with £50 expected later this month.

Tenant 5 – Arrears £2,696.31 (decreased by £148.79 since the previous report)

The tenant is adhering to their payment plan.

Tenant 6 – Arrears £5,740.72 (increased by £202.41 since the previous report)

The tenant has contacted the Housing Officer and agreed to seek debt advice. The tenant has now agreed a payment plan.

Tenant 7 – Arrears £1,768.24 (increased by £384.17 since the previous report)

The tenant was adhering to their payment plan until last month and has been written to.

Tenant 8 – Arrears £927.78 (no movement since the previous report)

The former tenant was in a residential home and has now passed away. The Estate will pay the arrears in due course.

Tenant 9 – Arrears £5,670.02 (increased by £517.53 since the previous report)

The tenant has retired from full time employment and is now living in a smaller property which, along with now receiving benefits, would allow them to cover their rent. The tenant had been written to previously with a firmer letter sent as a follow up and has agreed to a new payment plan but is yet to adhere to it. The housing officer is arranging a meeting with the tenant.

Tenant 10 – Arrears £1,548.88 (decreased by £104.82 since the previous report)

The tenant is adhering to their payment plan with several payments due this month.

Tenant 11 – Arrears £1,739.40 (increased by £254.62 since the last report)

The tenant was adhering to their payment plan until last month and has been written to.

Tenant 12 – Arrears £1,198.11 (increased by £135.18 since the previous report)

The tenant is paying extra each week to reduce arrears with two more payments due this month.

Tenant 13 – Arrears £1,441.31 (increased by £281.21 since the last report)

The tenant was adhering to their payment plan until last month and has been written to.

Tenant 14 – Arrears £2,341.50 (increased by £232.62 since the last report)

The tenant has agreed a payment plan and a payment is due later this month.

Tenant 15 – Arrears £954.00 (increased by £127.14 since the last report)

The tenant has liaised with the Housing Officer explaining that they have been in hospital for a protracted period of time and are returning to work in February whereupon arrears will be dealt with. The tenant has arranged a payment plan with the Housing Officer with more payments due this month.

Tenant 16 – Arrears £1,432.17 (increased by £232.77 since the last report)

The tenant is no longer adhering to their payment plan and will be written to.

Tenant 17 – Arrears £711.55 (new addition to the report)

The tenant is currently in hospital and unable to make payments.

One tenant has been added to the report.

By Email
To All Local Authorities

Contact: Hannah Griffiths
Telephone: (01624) 686105
Email: hannah.griffiths@gov.im
Date: 15th April 2025

Dear All,

Re: Altair Housing Report

I write to advise that ahead of my statement on housing at the April 2025 sitting of Tynwald, the Department has published the Altair Report for your reference and placed it on the Register of Business.

The Altair Report was a study commissioned by the Department to assess the feasibility of creating a Housing Association on the Island and as you will be aware, consultation took place with a range of housing providers and stakeholders during this process.

My statement in April Tynwald will provide you with further details on this; in the interim, I hope that you find this report informative.

Following my statement and the establishment of your new boards after the upcoming elections, and as mentioned in Mr Hooper's letter dated 22nd January 2025, the Department will shortly be arranging a date to discuss collectively a sensible way forward to address housing challenges.

Yours sincerely,



Hon. Dr M Haywood MHK
Minister for Infrastructure

PORT ST MARY COMMISSIONERS
PUBLIC CORRESPONDENCE
SOUTHERN CHARITABLE CAUSES - SCAS

Dear All,

As you will recall, the reuse area at the Southern Civic Amenity Site was replaced in 2024 by a drop off point for reusable items which could be used to raise funds for Southern Charitable Causes (Charity no. 1365).

In the report to the Board in March 2025, the Charity confirmed that the shop opened for business just before Christmas 2023 with support being incredible both from people donating goods, and others purchasing and volunteers manning the Shop also doing a great job. The availability of items from and space at the CA site has greatly helped the Shop in being able to store larger items with only limited space for such items in the Shop.

To review the applications for grants, a Disbursement Committee was formed, its members being;

Mrs Janet Bridle, who ran the Port Erin Hub Club for many years, and who also has legal training

Mrs Kimberley Reid who is an advocate

Mrs Sarah Kneen, who runs T S Keggen & Son, Funeral Directors

Mrs Michele Moore, Shop volunteer,

Mr Steven Leece, the Charity's accountant,

Mr Frederick Gray, Director and Hon. Treasurer,

and Mrs Fenella Gray, Director and Company Secretary.

As per the Charity's Articles of Association, grants totalling £16,000 have been awarded this year towards the following projects;

1st Malew Scout Group	Replace Storage Hut. Materials purchase. Scouts will build.
Castletown & District Over 60s Club	New Industrial Cookers for Morton Hall.
PSM Children's Concert Party	Purchase Backdrop Curtains.
Port St Mary Primary School	EYFS Curiosity Approach Space.
Castletown Scout & Guide Hall	Hall Electrics and Safety Equipment.
Manx Care Mums Support	Support sessions for Mums with Depression/Anxiety.
Manx Retirement Association	Support members to take part in physical social challenges.
Rushen Silver Band	Equipment Purchase and Maintenance.
Ballasalla Primary School	Build an Outdoor Space Play & Learn Area.
Isle of Man Sport Aid	Financial Support for Southern Area Sports People.
Erin Arts Centre	Purchase Flexible Staging Units.

Grant applications for 2026 will be accepted by Southern Charitable Causes from December 2025 to end January 2026.

Please feel free to contact Fenella Gray at Southern Charitable Causes should you require any further information.

Kind regards,

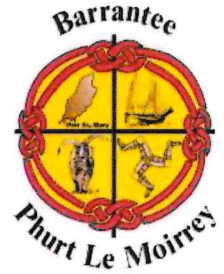
Jason

Jason Roberts
Clerk to Southern Civic Amenity Site Board

Port St. Mary Commissioners

Town Hall, Port St. Mary, Isle of Man. IM9 5DA

Tel: (01624) 832101



www.portstmary.gov.im

Email: h.kinvig@portstmary.gov.im

Hon Daphne Caine MHK
Legislative Buildings
Finch Road
Douglas
Isle of Man
IM1 3PW

Dear Minister,

Re: Concerns Over the Withdrawal of Primary School Swimming Lessons from Regional Pools

I am writing on behalf of Port St Mary Commissioners to express our deep concerns regarding the recent decision to withdraw some primary schools from their school swimming lessons at regional pools, instead directing them to the National Sports Centre (NSC). This decision has significant implications for both students and the sustainability of local swimming facilities, particularly the Southern Swimming Pool.

Firstly, the withdrawal of support from the Southern Swimming Pool places its future viability at risk. As a key facility serving the southern communities, the pool relies on regular usage and financial backing to remain operational. The redirection of school swimming lessons to the NSC is a considerable setback, potentially undermining its financial sustainability and long-term viability.

Additionally, we are concerned about the lack of planning for a new swimming pool in the design of the proposed new Castle Rushen High School. With the current Southern Swimming Pool nearing the end of its operational life, it is imperative that future provisions are secured to ensure continued access to swimming facilities in the south. The apparent lack of strategic planning regarding a replacement pool raises serious questions about the Department's commitment to maintaining essential sports and education facilities in this part of the Island.

Furthermore, the closure of the Southern Swimming Pool would likely result in many children in the south of the island being unable to learn to swim, as the additional travel time required to attend the NSC would make it difficult to fit swimming lessons into the school day. Given the close proximity of the sea to Port Erin, Port St Mary, and Castletown, this poses a serious safety concern. Ensuring that children in the south have regular access to swimming lessons is not just an educational issue but also a critical matter of public safety.

The absence of clear support from the Department of Education, Sport and Culture for the Southern Swimming Pool, coupled with the lack of a long-term plan for swimming provisions in the south, risks leaving the region without adequate facilities in the near future. We urge the Department to reconsider its approach and provide reassurance to the community that a sustainable solution is being developed.

We request an update on any future plans to retain a swimming facility in the south and seek reassurance that the necessary steps are being taken to ensure the continued provision of swimming lessons at a local level. We would welcome the opportunity to discuss this matter further and explore potential solutions that balance both educational and community needs.

We appreciate your attention to this important issue and look forward to your response.

Yours sincerely,

Bernadette Williams MBE
Chairman
Port St Mary Commissioners



cc. Sarah Maltby MHK
Paul Craine MLC
Port Erin Commissioners
Arbory & Rushen Commissioners
Castletown Commissioners
Malew Commissioners
Southern Swimming Pool Board

PORT ST MARY COMMISSIONERS

PLANNING MATTERS

9.1.1 Planning Applications

25/90338/B – Dreswick, Linden Avenue for erection of a pergola to the northwest elevation.

9.1.2 Planning Approvals

25/90107/B – Thie Ny Marrey, 8 Perwick Road for extensions and alterations to existing residential dwelling, installation of PV solar panels, landscaping work and erection of garden shed, gym and sauna.

25/90064/B – Oirr-Ny-Marrey, The Promenade for replacement of windows on side and rear elevations (retrospective).



Cabinet Office

Oik Coonceil ny Shirveishee

Hon David Ashford MBE MHK
Minister for the Cabinet Office
Chair of the Housing and Communities Board
Cabinet Office
Government Office
DOUGLAS
Isle of Man
IM1 3PN

Tel: (01624) 687168
Email: CABO.Minister@gov.im

Hayley Kinvig
Clerk
Port St. Mary Commissioners
Town Hall
Port St. Mary
Isle of Man
IM9 5DA

08 April 2025

Dear Hayley,

Subject: Response to the request for removal of the draft Conservation Area Plan for Port St. Mary

I hope this letter finds you well. I note your formal request dated January 30, 2025, regarding the removal of the draft conservation area for Port St. Mary, which has been in place since 2009. The letter - originally sent to Minister Barber in DEFA - was passed to me given that Cabinet Office is responsible for all conservation area work.

I acknowledge the frustration and confusion that the prolonged status of the draft conservation area boundary has caused for the residents, applicants and the Commissioners. The intention behind the draft designation was to ensure thorough consideration and consultation to preserve the unique architectural and historical character of Port St. Mary but I accept that there is no clear final position on the conservation area.

I understand that the lack of progress has led to inconsistency in decision making and issues for those trying to interpret the planning rules.

In response to your concerns, I am committed to review all of the draft conservation areas on Island with a view to finding the best way forward. I understand the frustrations and agree that when policy documents are not taken forward or, indeed, withdrawn when they should be, this can cause difficulties. I can see the problem for the Commissioners when wanting to provide comments on planning applications and are hindered by the 'draft' status of the guidance.

I would appreciate your understanding as we work towards a resolution as a Department.

Thank you for bringing this matter to my attention.

Yours sincerely,



Hon David Ashford MBE MHK
Minister for the Cabinet Office
Chair of the Housing and Communities Board

Mrs Kinvig
Port St. Mary Commissioners
Town Hall
Promenade
Port St. Mary
IM9 5DA

Our Ref: NE/2025/SLIGHTCONTRACT/1
19th March 2025

Dear Mrs Kinvig,

Thank you for your invitation to quote for the maintenance & repairs of your streetlights for the 2025/26 period. We are pleased to be able to offer the Streetlighting contract for the 2025/26 financial year with albeit with modest 1.9% increase on last year's prices for maintenance & Inspections. This increase equates to a cost per column of £5.29 per quarter and £2.54 for clocks to undertake inspections and maintenance.

However, due to the rising costs of replacement components for traditional high-intensity discharge (HID) lighting, Manx Utilities will need to increase the fixed cost per repair under the contract, by 14% to 131.86+VAT per repair. This increase is primarily due to the reduced availability and subsequent costs of replacement components due to the accelerating LED conversion program being undertaken in the UK, resulting in a reduced demand for manufacturing of replacement components.

Manx Utilities has also announced to increase the unit costs of electricity for street lighting from 27.6p to 28.2p per kWh.

Contract overview

Local Authority: Port St. Mary

Number of Fittings Maintained: 262

Number of clocks: 9

Inspection and Maintenance cost per quarter: £1411.46

Annual Inspection and Maintenance cost: £5645.84

Street light maintenance contracts will be sent to local authorities over the coming days ready for signing. We are particularly conscience of the impact of cost increases, but trust you will find the above acceptable given current market conditions, and are pleased with the level of service that we have provided over the years and going forward.

If you have any queries regarding this, please do not hesitate to contact me on 687778 to discuss in more detail.

Thank you for your continuing support and cooperation with Manx Utilities.

Yours sincerely



Ian Gilbertson



Dated: 1 April 2025

MANX UTILITIES

And

Port St. Mary Commissioners

CONTRACT FOR PUBLIC LIGHTING

IN

Port St. Mary

1.0 INTRODUCTION

- 1.1 Definitions
- 1.2 Entire Agreement
- 1.3 Contract Period

2.0 PROVISION OF SERVICES

- 2.1 General
- 2.2 Authority Property
- 2.3 Equipment
- 2.4 Staff
- 2.5 Co-ordination
- 2.6 Use of Authority's Premises
- 2.7 Right of Access to Authority's Premises
- 2.8 Manner of Providing the Services
- 2.9 Standards
- 2.10 Overtime Working

3.0 PAYMENT

- 3.1 Payment
- 3.2 Value Added Tax
- 3.3 Recovery of Sums Due

4.0 PROTECTION OF INFORMATION

- 4.1 Security
- 4.2 Confidentiality
- 4.3 Publicity

5.0 LIABILITY INDEMNITY AND INSURANCE

- 5.1 Liability
- 5.2 Indemnity
- 5.3 Insurance

6.0 LEGAL OBLIGATIONS

- 6.1 Gifts and Payments of Commission
- 6.2 Health and Safety

7.0 CONTROL OF CONTRACT

- 7.1 Transfer and Sub-Contracting
- 7.2 Variation

8.0 DEFAULT AND TERMINATION

- 8.1 Force Majeure

- 8.2 Termination on Default
- 8.3 Consequences of Termination

9.0 DISPUTE RESOLUTION

10.0 LAW AND JURISDICTION

Appendix A: Pricing Schedule

Appendix B: Specification of Services

Appendix C: BACS Payment Details

Appendix D: Variation to Contract Form

Appendix E: Schedule of Rates for Additional Works

THIS CONTRACT is made this day 1st of April 2025

BETWEEN:-

- (1) **Manx Utilities** whose principal place of business is at Isle of Man Business Park, Cooil Road, Douglas, Isle of Man, IM2 2QZ (the “Contractor”); and
- (2) **Port St. Mary Commissioners** (the “Authority”).

BY WHICH IT IS AGREED AS FOLLOW:

1.0 INTRODUCTION

1.1 Definitions

1.1.1 in this Contract:-

Approval and **Approved** refer to the written consent of the Authority’s Representative;

Authority’s premises means land or buildings owned or occupied by the Authority, or those contracted to the Authority for the provisions of services relating to the Authority’s business;

Authority’s Property means the Lamps, Clocks and pillars to be maintained by the Contractor.

Authority’s Representative means any of the individuals authorised to act on behalf of the Authority for the purposes of this Contract;

BACS means the Bankers Automated Clearance System;

Commencement Date means the date on which this Contract starts as set out in clause 1.3;

Completion Date means 31 March 2025 or such earlier date if this Contract is terminated prior to that date;

Contract Period means the period of the duration of this Contract in accordance with clause 1. 3;

Contractor’s Representative means the individual authorised to act on behalf of the Contractor for the purposes of this Contract;

Equipment means all equipment, materials, consumables and plant (including vehicles), other than the Authority’s Property, to be used by the Contractor in the provision of the Services;

Force Majeure means any event or occurrence which is outside the control of the Party concerned and which is not attributable to any act or failure to take preventive action by the Party concerned, but shall not include any industrial action occurring within the Contractor's organisation or within any subcontractor's organisation;

Parties means the Authority and the Contractor;

Personnel means persons directly employed by the Authority;

Premises means land or buildings owned or used by the Authority or our customers and in or at which the Contractor may provide Services;

Quarterly Charge means the price payable per three month period of the contract calculated by multiplying the rates per Lamp or Clock by the number of these items as set out in Appendix A.

Services means the services set out in the this Contract and, in particular, in the Specification of Services – Appendix B;

Staff means all persons used by the Contractor to perform the Services.

Repair Charge means the price payable per repair activity undertaken as set out in Appendix B.

1.1.2 The interpretation and construction of this Contract shall be subject to the following provisions.

- (a) The headings in this Contract are for ease of reference only and shall not affect its construction or interpretation;
- (b) References to "person" or "persons" include, where the context permits, references to a company or unincorporated association;
- (c) Where the context allows, the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa;
- (d) The Appendices hereto shall form part of this Contract and shall be construed accordingly.

1.2 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the Parties relating to the subject matter of this Contract. This Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

1.3 CONTRACT PERIOD

- 1.3.1 This Contract shall take effect from 1 April 2025 and shall expire on 31 March 2026, unless it is otherwise terminated earlier in accordance with the provisions of this Contract, or otherwise lawfully terminated, or extended under clause 1.3.2.
- 1.3.2 This agreement shall be renewable at the end of the current term for a successive 12 month term unless either party gives written notice of its intention not to renew a minimum of 30 days before the expiration of the current term.

2.0 PROVISION OF SERVICES

2.1 General

- 2.1.1 The Authority and the Contractor shall act as stated in this Contract in a spirit of mutual trust and co-operation.
- 2.1.2 The Contractor shall perform the Services in accordance with the provisions of this Contract.
- 2.1.3 Communications between the Authority and the Contractor will be in writing where required in this Contract and by other means as agreed by the Parties.

2.2 Authority Property

- 2.2.1 The Contractor shall not be liable for any loss of or damage to the Authority's Property, unless the Authority is able to demonstrate that such loss or damage was caused by the negligence of the Contractor.
- 2.2.2 The Contractor shall not in any circumstances have a lien on any of the Authority's Property and shall take all steps necessary to ensure that the title of the Authority and the exclusion of any lien are brought to the attention of any third party dealing with any of the Authority's Property.

2.3 Equipment

- 2.3.1 The Contractor shall provide all the Equipment necessary for the provision of the Services and shall ensure that such Equipment is in good and serviceable condition.
- 2.3.2 All Equipment shall be at the risk of the Contractor and the Authority shall have no liability for any loss or damage to any Equipment unless such loss or damage is as a result of any negligence of, or breach of contract or other duty by, the Authority.
- 2.3.3 The Contractor shall provide for the haulage and carriage of necessary Equipment and its off-loading and removal when no longer required for the provision of the Services.

2.4 Staff

- 2.4.1 The Contractor shall ensure that all Staff shall possess the qualifications and competence appropriate to the tasks for which they are employed.
- 2.4.2 The Contractor shall provide, at all times, an adequate number of Staff required to fulfil its obligations under this Contract.
- 2.4.3 The Contractor will provide all Staff with appropriate Personal Protective Equipment (PPE) for the provision of the Services.

2.5 Co-ordination

The Contractor shall co-ordinate its activities in the provision of the Services with those of the Authority.

2.6 Use of the Authority's Premises

- 2.6.1 The Contractor shall not use the Authority's Premises for any purpose or activity other than the provision of the Services.
- 2.6.2 The Contractor shall not deliver any Equipment to the Authority's Premises for any purpose or activity other than the provision of the Services.
- 2.6.3 The Contractor shall remove all Equipment and shall clear away from the Premises all waste arising from the performance of the Services.
- 2.6.4 Whilst on the Premises, all Staff shall comply with such rules, regulations and other requirements as may be in force in respect of the conduct of persons attending and working on the Authority's Premises and which have been made known to the Contractor by the Authority.

2.7 Right of Access to the Authority's Premises

- 2.7.1 Where the Services are to be performed on the Authority's Premises, the Authority shall grant to the Contractor reasonable access to the Authority Premises.
- 2.7.2 Where Staff are required to have a pass when working on the Authority's Premises, the Authority's Representative shall arrange for passes to be issued.
- 2.7.3 The Contractor shall (and shall procure that the Staff) promptly return all passes upon completion of work to the Authority.

2.8 Manner of Providing the Services

- 2.8.1 The Contractor shall perform the Services with all due care, skill, and diligence and in accordance with good industry practice.
- 2.8.2 Where the Contractor fails to perform, satisfactorily or at all, any of the Services, the Authority shall be entitled to withhold payment for those elements of the services that are not performed or are performed unsatisfactorily.

- 2.8.3 Repeated or persistent failure on the part of the Contractor to comply with the Specification will constitute a default by the Contractor entitling the Authority to terminate this Contract in accordance with clause 8.3.

2.9 Standards

- 2.9.1 Materials and processes used in connection with the provision of the Services shall be in accordance with relevant safety guidelines and, where applicable, the recommendations of the manufacturer of the relevant equipment.
- 2.9.2 The quality of the Services provided will be monitored by the Authority to ensure that appropriate and acceptable standards are being maintained.

2.10 Overtime Working

The Contractor shall not normally be prevented from working reasonable overtime hours in relation to the Services if it is required but such voluntary overtime shall be at no additional cost to the Authority.

3.0 PAYMENT

3.1 Payment

- 3.1.1 In consideration of the provision of the Services by the Contractor in accordance with the terms of this Contract and detailed in appendix A and B, the Authority shall pay the Contractor in accordance with the provisions of this clause 3.
- 3.1.2 For each three month period from the Commencement Date to the eve of the first anniversary of the Commencement Date, the Authority shall pay the Contractor the Quarterly Charge for Inspection as detailed in Appendix B together with charges for energy use in the period as set out in Appendix A.
- 3.1.3 For each three month period from the Commencement Date to the eve of the first anniversary of the Commencement Date, the Authority shall pay the Contractor the repair charge(s) for repair activities undertaken in the period as set out in Appendix A and B. Repair works will be undertaken autonomously unless otherwise stated in writing by the authority.
- 3.1.4 The Contractor shall submit to the Authority, quarterly an original invoice in respect of the Services provided for that month supported by documentation as required by the Authority's Representative in order to substantiate the invoice.
- 3.1.5 All third-party damage will be repaired and invoiced separately, after consulting with the local authority, to enable the local authority to pursue a claim for the damage.
- 3.1.5 Payment to the Contractor shall be made by the Authority within 30 days of receipt of the Contractor's original invoice.

- 3.1.6 Payment will be made to the Contractor via BACS unless other arrangements are agreed by the Authority. The Contractor should complete the details in Appendix C.
- 3.1.7 Where the Contractor has failed to provide the Services or to provide the Services adequately due to its own neglect the Authority may reduce any payment in respect of any Services, providing that the Authority has given prior notification to the Contractor. Any such reduction in payment shall be reasonable and shall be limited to the costs incurred by the Authority in providing the Services, which the Contractor failed to provide or to provide adequately, to the required standard.
- 3.1.8 In the event that the Authority requests the Contractor to perform any additional services not set out in the Specification of Services in Appendix B and the Contractor agrees to perform such additional services the Contractor shall be entitled to invoice the Authority separately for the provision of those additional services in addition to the sums referred to in clause 3.1.2. The cost of any such additional services shall be agreed between the Contractor and the Authority and shall be agreed prior to the works being carried out.

3.2 Value Added Tax

In addition to the Price the Authority shall pay the Contractor value added tax at the applicable rate.

3.3 Recovery of Sums Due

Any overpayment made by the Authority to the Contractor shall be recovered by the Authority together with interest at the rate of the prevailing base rate of the Isle of Man Bank from the date of overpayment until repaid.

4.0 PROTECTION OF INFORMATION

4.1 Security

- 4.1.1 The Contractor shall take all reasonable measures to ensure that the Authority's Property remains safe and secured whilst in their care.
- 4.1.2 Whilst on the Authority's Premises, Staff shall comply with all security measures implemented by the Authority in respect of all Personnel attending those Premises.
- 4.1.3 The Contractor shall co-operate with any investigations relating to security which is carried out by the Authority or by any person who is responsible for the Authority's security matters and when required by the Authority's Representative.

4.2 Confidentiality

- 4.2.1 Each Party shall:-

- (a) Treat as confidential all information obtained from the other Party under or in connection with this Contract;
- (b) not disclose any of that information to any third party without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Contract; and
- (c) Not use any of that information otherwise than for the purposes of this Contract.

4.3 Publicity

Neither party shall make any public statement relating to the existence or performance of this Contract without the prior approval in writing of the other party which shall not be unreasonably withheld.

5.0 LIABILITY, INDEMNITY AND INSURANCE

5.1 Liability

The Contractor shall be liable to the Authority for any damage or loss caused to the Authority's Premises and any of the Authority's Property whilst in the custody, possession or care of the Contractor, the Staff or any of their respective agents or servants and which is due to negligence.

5.2 Indemnity

- 5.2.1 The Contractor shall fully indemnify the Authority against any loss, liability or expense (including, without limitation, any legal costs on a full indemnity basis) whatsoever which may be suffered or incurred by the Authority as a direct or indirect result of any act or omission of the Contractor (whether or not such act or omission constitutes a breach of the terms of this Contract or negligence), including any claims, proceedings or actions made or taken against the Authority by any of its customers or any third parties, unless such loss, liability or expense is the result of any negligence, act, default, omission, misconduct or breach of duty by the Authority or any employee or agent of the Authority.
- 5.2.2 The Authority shall fully indemnify the Contractor against any loss, liability or expense (including, without limitation, any legal costs on a full indemnity basis) whatsoever which may be suffered or incurred by the Contractor as a direct or indirect result of any act or omission of the Authority including any claims, proceedings or actions made or taken against the Contractor by any of the customers of the Authority or any third parties unless such loss, liability or expense is the result of any negligence, act, default, omission, misconduct or breach of duty by the Contractor or any employee or agent of the Contractor.

5.3 Insurance

- 5.3.1 The Contractor shall effect and maintain with a reputable insurance company, a policy or policies of insurance providing an adequate level of cover in respect of all

risks which may be incurred by the Contractor, in connection with, or in relation to, this Contract.

- 5.3.2 The Contractor shall hold employer's liability insurance in respect of Staff in accordance with all applicable laws and regulations.
- 5.3.3 The Contractor shall produce to the Authority's Representative, on request, copies of all certificates of insurance and insurance policies required to be effected and maintained by law and under the terms of this clause 5 or other evidence confirming the existence and extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

6.0 LEGAL OBLIGATIONS

6.1 Gifts and Payments of Commission

- 6.1.1 The Contractor shall not offer, give or agree to give to any representative of the Authority, any gift or consideration of any kind as an inducement or reward for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Authority, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority.
- 6.1.2 The Authority shall not offer, give or agree to give to any representative of the Contractor any gift or consideration of any kind as an inducement or reward for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Authority, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority.

6.2 Health and Safety

- 6.2.1 The Authority shall notify the Contractor of all known health and safety hazards that may affect the Contractor in the performance of the services.
- 6.2.2 The Contractor shall promptly notify the Authority of any health and safety hazards that it may discover during the performance of the Services and which may affect the Contractor in the performance of the Services.
- 6.2.3 The Contractor shall inform all Staff engaged in the provision of Services for this Contract of all known health and safety hazards and shall instruct those Staff in connection with any necessary safety measures.
- 6.2.4 Whilst on Authority Premises, the Contractor shall comply with any health and safety measures implemented by the Authority in respect of Personnel working on those premises and which have been made known to the Contractor by the Authority.

- 6.2.5 The Contractor shall notify the Authority's Representative immediately in the event of any incident occurring in the performance of the Services on the Premises, or elsewhere, where that incident causes any personal injury or any damage to property which could give rise to personal injury.
- 6.2.6 The Parties shall comply with the requirements of the Health and Safety at Work Etc. Act 1974, as applied to the Isle of Man by the Health and Safety at Work Order 1998 (SD 155/98) and all other legislation, orders, regulations and Codes of Practice relating to health and safety, which may apply to Staff in the performance of the Services.

7.0 CONTROL OF CONTRACT

7.1 Transfer and Sub-Contracting

- 7.1.1 The Contractor shall not assign or in any other way transfer this Contract or any of the Services without the prior written consent of the Authority, which consent shall not be unreasonably withheld or delayed.
- 7.1.2 The Contractor may, acting reasonably, sub-contract the Services or any part of the Services with the prior written consent of the Authority (which may be given by email), which consent shall not be unreasonably withheld or delayed. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they were its own.

7.2 Variation

- 7.2.1 This Contract (including, for the avoidance of doubt, the Specification of Services set out in Appendix B) shall not be varied unless such variation is made in writing by means of a Variation to Contract Form as set out in Appendix D.
- 7.2.2 The Contractor may make request in writing to the Authority's Representative for a variation of this Contract.
- 7.2.3 The Contractor, where requesting a variation under clause 7.2.2, shall submit a request to the Authority which contains at least the following information:
- (a) A description of the variation requested together with the reason for the proposed variation;
 - (b) The revised Price where applicable; and
 - (c) Details of the impact, if any, on other aspects of this Contract.
- 7.2.4 The Authority shall notify the Contractor of all new public lighting installations requiring maintenance and shall issue a Variation to Contract Form as necessary.
- 7.2.5 Where street lighting schemes are prepared by developers the Authority shall require that the developer submit the proposed plans and specifications for approval. The Contractor shall not be required to maintain public lighting that has not been agreed with the developer and accepted in writing by the Authority.

8.0 DEFAULT AND TERMINATION

8.1 Force Majeure

- 8.1.1 Neither Party shall be liable to the other Party by reason of any failure or delay in performing its obligations under this Contract which is due to Force Majeure, where there is no practicable means available to the Party concerned to avoid such failure or delay.
- 8.1.2 If either Party becomes aware of any circumstances of Force Majeure which give rise to any such failure or delay, or which appear likely to do so, that Party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other Party of the period for which it estimates that the failure or delay will continue.
- 8.1.3 Any failure or delay by the Contractor in performing its obligations under this Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded in complying with an obligation to the Contractor by Force Majeure.

8.2 Termination on Default

- 8.2.1 Either party may terminate this Contract, or terminate the provision of any part of the Services, by written notice to the other party with immediate effect if that party is in default of any obligation under, or has breached any of the terms of, this Contract and:
 - (a) has not remedied the default or breach to the satisfaction of the other party within 10 days, or such other period as may be specified, after service of written notice specifying the default or breach and requiring it to be remedied; or
 - (b) The default or breach is not capable of remedy.

8.3 Consequences of Termination

- 8.3.1 In the event of this Contract being determined whether by the effluxion of time or otherwise, the Authority shall pay to the Contractor all arrears of payment and any other sums due under the terms of this Contract. However, the Authority may set-off against such sums due to the Contractor, any sums due from the Contractor to the Authority.

9.0 DISPUTE RESOLUTION

- 9.1 The performance of the Services shall not cease or be delayed because of any dispute between the Parties.

9.2 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Contract.

10.0 LAW AND JURISDICTION

This Contract shall be governed by and interpreted in accordance with the laws of the Isle of Man and shall be subject to the exclusive jurisdiction of the Isle of Man Courts.

IN WITNESS WHEREOF THIS CONTRACT HAS BEEN DULY EXECUTED BY THE PARTIES ON THE DAY MONTH AND YEAR FIRST BEFORE WRITTEN

Executed on behalf of
Manx Utilities:



Senior OHL Engineer

Date: 19 March 2025

Executed on behalf of
Port St. Mary Commissioners by:

Position: _____

Date: _____

Position: _____

Date: _____

Please sign and return this page ONLY



Dated: 1 April 2025

MANX UTILITIES

And

**Port St. Mary Commissioners
CONTRACT FOR PUBLIC LIGHTING**

IN

Port St. Mary

**IN WITNESS WHEREOF THIS CONTRACT HAS BEEN DULY EXECUTED BY THE PARTIES ON THE
DAY MONTH AND YEAR FIRST BEFORE WRITTEN**

Executed on behalf of
Manx Utilities: Ian Gilbertson



Senior OHL Engineer

19 March 2025
Date: _____

Executed on behalf of
Port St. Mary Commissioners by:

Position: _____ **Date:** _____

Position: _____ **Date:** _____

APPENDIX A

PRICING SCHEDULE

As of 1 April 2025, the unit cost of energy will be 28.2 pence per unit, plus any fuel cost adjustment and VAT as applicable at the time of invoice.

There is no standing charge applied to unmetered street lighting connections and Manx Utilities offer a 1.0% prompt payment discount on energy invoices. Manx Utilities will calculate energy consumption based on the number and type of street lights, the lighting regime and wattage in use at the time of invoice.

The inspection charge per lamp, per 3 month period shall be £5.29 per installation.

The maintenance charge per clock, per 3 month period shall be £2.54 per installation.

The repair charge referred to in Appendix B shall be £131.86 per installation, per activity.

Port St. Mary Commissioners		
9 Clocks at £2.54 262 Lights at £5.29	Total Per Quarter ex. VAT	£1411.46
9 Clocks at £2.54 262 Lights at £5.29	Annual Inspection Total (ex. VAT)	£5645.84

APPENDIX B

SPECIFICATION OF SERVICES

Section 1; Inspection

The Inspection fee includes: -

- (i) Bi-monthly visits to inspect clocks and public lights controlled by clocks.
- (ii) Inspection months shall be May, July, September, November, January, and March.
- (iii) Development and technical guidance for street lighting Improvement schemes / strategies in line with British Standards and Local Authority Lighting Policy.
- (iv) Provision of lighting calculations and design reports.
- (v) Specification, technical review and procurement of electrical components and street lighting equipment to enable repairs and upgrades.
- (vi) Maintenance and repair of Manx Utilities supply equipment within street light pillars.
- (vii) Asset numbering and geographical recording of street lighting assets.
- (viii) Maintenance of, and updates to Manx Utilities street light asset management database and reports.
- (ix) Provision of street lighting plans, up to date asset information and burn regimes as required.
- (x) Coordination of maintenance works and activities.
- (xi) Management and logging of reported faulted street lights reported during inspection visits and externally reported faults via digital media, DOI reporter app and and/or reports via direct communications.
- (xii) Maintenance of clock(s) including two clock changes per year to account for change of seasons.
- (xiii) Periodic visual inspections of columns, brackets and arms.

Section 2; Repairs

(xiv) Attend to faulty lights as detailed (A-H) below either identified during inspection visits or reported by the public or local authority office within 14 working days.

- A. Day Burning
- B. Street Lighting Door Open / Off
- C. Fitting loose on column
- D. Lamp Dim
- E. Lamp Flashing
- F. Lamp out
- G. Shade Off
- H. Timing Out

(xv) Although Manx Utilities will use reasonable endeavour to make repairs as rapidly as possible on a priority basis, Street Light repairs identified as requiring traffic management during inspections will be subject to delay to allow permits to be issued in accordance with DOI traffic management regulations.

The repair charge includes: -

(xvi) Replacement of faulty electrical components that make up the lighting installation as follows: -

- a) Lamps
- b) Ballasts, both electronic and conventional
- c) Igniters
- d) Photo-cell units, both electrical and micro-processor controlled
- e) Time clocks, both electrical and micro-processor controlled
- f) Capacitors
- g) Fuses
- h) Replacement Street light column doors
- i) Lamp Shorting plugs

(xvii) Repairs incurred as a result of inspection visits or reported faults shall incur an additional charge as detailed in Appendix A and will be undertaken autonomously unless otherwise requested by the authority in writing.

Section 3; Exclusions

The inspection and repair charges in this agreement do not cover: -

(xviii) The repair of brackets and supports where lamps are installed on Manx Utilities poles or wall mounted.

(xix) Lighting column replacement and street light lantern repair either due to corrosion, wear, environmental damage or other third-party damage or negligence.

- (xx) Replacement and repair of wooden pole mounted bracket arms or supports due to corrosion, wear, environmental damage or other third-party damage or negligence.
- (xxi) Repairs to non- Manx Utilities Street lighting cables due to third party damage or faults, unless the cable forms part of the Manx Utilities mains cable network.
- (xxii) Repairs or replacement of non- Manx Utilities street light pillars.
- (xxiii) Fully automatic photo-cell controlled lights will not be subject to the monthly inspection, but will be maintained as required.
- (xxiv) Additional costs incurred to access columns using scaffolding or other unusual means where access is restricted on an exceptional basis.
- (xxv) Additional costs incurred for required traffic management to undertake repair works on the authority's assets.
- (xxvi) The removal of vegetative growth where this affects access to, or the function of, a street light asset covered by the provisions of this contract.

Manx Utilities use a limited range of recommended columns and lanterns in order to minimise costs, if Local Authorities wish to change the type or pattern of any items of equipment, this will require special ordering arrangements and may attract additional costs for installation and incur delays in receiving replacement parts.

APPENDIX C

BACS PAYMENT DETAILS

COMPANY NAME: Manx Utilities

ADDRESS: PO BOX 177, Cooil Road, Braddan, IM99 1PS

TEL NO: 687687

FAX NO: 687612

E-MAIL ADDRESS: enquiries@manxutilities.im

BANK: Isle of Man Bank

ADDRESS: 2 Athol Street, Douglas, Isle of Man, IM99 1AN

SORT CODE: 55-91-00

ACCOUNT NO: 10955461

APPENDIX D

VARIATION TO CONTRACT FORM

CONTRACT TITLE: Public Lighting

FOR THE PROVISION OF:Maintenance of Public Lighting Equipment....

CONTRACT REF: VARIATION No: DATE: / /

BETWEEN:

Manx Utilities and Port St. Mary Commissioners

1 The Contract is varied as follows with effect from:

--

2 Words and expressions in this Variation shall have the meanings given to them in the Contract.

3 The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For: The Authority

For: Manx Utilities

By:

By:

Full Name:

Full Name:

Title:

Title:

Date:

Date:

APPENDIX E

SCHEDULE OF RATES FOR ADDITIONAL WORKS

The following schedule of rates provides the authority with estimated pricing for typical street light works which may be required in addition to the standard terms of the maintenance contract.

Appendix E Estimated Costs 2025/ 26

Item	Replacement Column & Street Lighting Fitting	Estimated Cost
1	6m Column & AXIA 3.1 LED Fitting, Inc. Network Connection & Civils.	£ 2,589.71
2	6m Column & LED Pilzeo Fitting, Inc. Network Connection & Civils.	£ 2,902.43
3	6m Folding Column & AXIA 3.1 LED Fitting, Inc. Network Connection & Civils.	£ 3,236.54
4	6m Folding Column & LED Pilzeo Fitting, Inc. Network Connection & Civils.	£ 3,549.26
5	8m Column & AXIA 3.2 LED Fitting, Inc. Network Connection & Civils.	£ 2,942.38
6	10m Column & AXIA 3.3 LED Fitting, Inc. Network Connection & Civils.	£ 3,208.22

Item	Replacement Column Only	Estimated Cost
7	New 6m Column, Inc. Network Connection & Civils.	£ 2,299.15
8	New 6m Folding Column Only, Inc. Network Connection & Civils.	£ 2,945.98
9	New 8m Column Only, Inc. Network Connection & Civils.	£ 2,639.11
10	New 10m Column Only, Inc. Network Connection & Civils.	£ 2,848.07

Item	Fitting Only	Estimated Cost
11	LED AXIA 3.1 LED Fitting Only, Inc. Installation	£ 618.98
12	LED AXIA 3.2 LED Fitting Only, Inc. Installation	£ 631.69
13	LED AXIA 3.3 LED Fitting Only, Inc. Installation	£ 688.57
14	LED Pilzeo Fitting Only, Inc. Installation	£ 932.72

Item	Wooden Pole Installations	Estimated Cost
15	Pole Mounted 1m Arm & AXIA 3.1 LED Fitting, Inc. installation	£ 1,084.87
16	Pole Mounted 1m Arm & AXIA 3.2 LED Fitting, Inc. installation	£ 1,097.58
17	Pole Mounted 1m Arm & AXIA 3.2 LED Fitting & Clock, Inc. installation	£ 1,471.98
18	Pole Mounted 1m Arm Only, Inc. installation	£ 480.89

Item	Miscellaneous	Estimated Cost
19	Painting of Street Lighting Column	£ 89.60
20	Digital Clock and installation	£ 387.43
21	Axia shield and Installation	£ 96.35
22	Single Pole Mounted Power Supply Socket, Inc. Installation	£ 569.53
23	Clock Change for TT or MGP Period	£ 156.61
24	Secondary Isolation	£ 156.61

Item	Speciality Fittings	Estimated Cost
25	6m Column & LED Victoria Fitting, Inc. Network Connection & Civils.	£ 3,592.35
26	LED Victoria Fitting Only, Inc. Installation	£ 1,033.25
27	70W Gladstone Fitting Only (No Arm), Inc. Installation.	£ 1,293.20
28	70W Gladstone Fitting & 600mm Post Top Arm, Inc. Installation.	£ 1,705.70
29	6m Column & 70W Gladstone Fitting, 600mm Post Top Arm, Inc. Network Connection & Civils	£ 3,676.43

ALL ESTIMATES ABOVE EXCLUDE VAT @ 20%

Manx Utilities reserve the right to review the estimate schedule when required due to significant material or labour price increase.

Any additional civil work other than a standard joint hole excavation must be estimated separately by a Manx Utilities site engineer and written agreement with the Local Authority must be obtained before the additional civil works progress. The Local Authority will be responsible for the provision of any Wayleaves or permissions that may be required in order to complete such work.

The columns and fittings allowed are a Manx Utilities standard i.e. Urbis AXIA 3/Pilzeo range fittings and Mallatite Heavy Duty Columns. Manx Utilities continue to review their standard lighting fittings and columns.

ALL public lighting pillar installations will be priced separately to columns and fittings at the time of application.

ALL requests for Period columns and fittings MUST be priced separately at the time of application as they are of significantly higher material cost.

Request for work to be completed must be in written form on official headed paper or email and authorised by the Local Authority designated official “Clerk” or “Technical Officer”. Any request from individual commissioners will be directed back to their “Designated Official” for approval.

NB Manx Utilities scope of supply is based on either a full service connection using the rates as above OR Manx Utilities will provide a new service or service transfers only.

If the Authority wishes to install their own privately purchased equipment at their own cost then Manx Utilities involvement will be limited to service transfers only, unless otherwise agreed by Manx Utilities in exceptional circumstances. Maintenance of these fixtures will be the responsibility of the Authority as Manx Utilities may not stock spares or replacement parts for such items.

Standard conditions of employment for Local Authority CS56LA applies to all applications.

Item 10.3

Participating Local Authorities
IOMLGSS

AJTB/DE-SU-1-2

10th April 2025

Dear Clerk

Re: Letter of Concern to Chief Minister - Isle of Man Local Government Superannuation Scheme – Scheme Reform Drafting Instructions

Please find attached a copy of a letter of Concern to the Chief Minister issued, outlining concerns raised by the Council's Pensions Committee over the Department's decision not to progress scheme reform of the IOMLGSS for the foreseeable future. The Department's Minister and others were copied in. With estimated eventual savings to local authority scheme employers of over £1m per annum it is most disappointing that the Department has stalled progress towards securing the much-needed reforms.

I would be grateful if you could bring this letter to the attention of your Commissioner Board. Local Authority Scheme employers are encouraged to make their own approaches to the Chief Minister in a bid to reignite some momentum into the Scheme reform process.

Yours sincerely



Councillor J E Skinner G.I Fire.E
Chair of Pensions Committee

E-mail: CllrJSkinner@douglas.gov.im

cc: Cllr Mrs C L Wells, Council Leader

Hon Alfred Cannan MHK
Chief Minister
Cabinet Office
Third Floor
Government Office
Bucks Road
Douglas
Isle of Man IM1 3PN

AJTB/DE-SU-1-2

10th April 2025

Dear Chief Minister

Re: Letter of Concern - Isle of Man Local Government Superannuation Scheme – Scheme Reform Drafting Instructions

The Pensions Committee at its meeting of 26th March 2025 has asked me to write to you, outlining its serious concern and frustration over the Department of Infrastructure's (DoI) decision to stall the reform process for the Isle of Man Local Government Superannuation Scheme (IOMLGSS), with no commitment for its re-commencement.

You are probably aware that the Pensions Committee and this Council have been pursuing the need for sustainability and affordability reform of the Scheme for a number of years now. It is now over 10 years since this was commenced, and in that time has been actively pursued through the DoI as the Scheme's Sponsoring Department.

The current 2012 IOMLGSS mirrors the old Local Government Pension Scheme for England and Wales from 2008, which has long since undergone its own far-ranging sustainability reforms. When I first became Chair of the Pensions Committee four years ago, it appeared that good progress was finally being made, with the work of the DoI's Policy Review Group underway considering the best way forward to achieve Scheme reform.

After some delay over funding issues, Scheme Actuaries Barnett Waddingham were appointed to work up a series of Scheme reform proposals, to mirror the GUS Scheme in terms of benefit structure. The proposals then underwent a substantive informal consultation phase with Scheme employers, employees and unions. This work was jointly funded by the Scheme and the DoI. Scheme reform was developing momentum, for the benefit of all stakeholders.

The Department was ultimately supportive of the proposed Scheme reform proposals, which it formally approved early in 2024. The reforms, if implemented, are estimated to generate more than £1m savings per annum in rateborne costs across all local authority employers participating in the Scheme.

The Department's approval paved the way for the drafting of legislative instructions for the Attorney Generals Chambers (AGC's) to prepare the new Scheme regulations, only to be informed in February 2024 that the Department had decided to place this project task on hold, subject to reconsideration of the position again in the autumn of 2024. At its March 2025 meeting, the Pensions Committee expressed much disappointment and frustration with the Department's halting of this vital work.

Each year of delay to the Scheme reform is unnecessarily costing the Island's ratepayers more than £1m. It is in the public interest therefore that resources are allocated to this task sooner rather than later. The Department clearly does not consider this a priority for the allocation of the necessary resources, and so a transfer of function to another Department that is better placed to give the required oversight of the Scheme (e.g. The Treasury or Cabinet Office) may be considered. This was communicated to the DoI in January 2025, although a formal response has not yet been received. Another option would be for the work to be jointly funded by the DoI and the Scheme (similar to the precedent already set for the funding of Scheme Actuary's work), though Committee has noted that it would be highly irregular for a local authority to take on responsibility for funding a Government's Department's work to take legislation through the legislative process.

I call on you to ensure that the machinery of Government is applied to ensure that the good work already achieved towards securing Scheme reform is not lost and that the reform process is urgently restarted through the preparation of drafting instructions for AGC's.

I look forward to hearing back from you in due course.

Yours sincerely



Councillor J E Skinner G.I Fire.E
Chair of Pensions Committee

E-mail: CllrJSkinner@douglas.gov.im

cc: Cllr Mrs C L Wells, Council Leader
Hon D Ashford MBE MHK, Minister for the Cabinet Office
Hon M Haywood MHK, Minister for Infrastructure
Hon Dr A Allinson MHK, Treasury Minister
Interim Chief Executive, Mr M Lewin, Cabinet Office
Mr S Warren, Tynwald Auditor General
Miss K J Rice, Chief Executive

THE VILLAGE OF PORT ST MARY

1st SUPPLEMENTAL LIST 2025

RECEIVED

- 2 APR 2025

					<u>Gross</u> £	<u>Rateable</u> £	<u>Gross</u> £	<u>Rateable</u> £
Existing list (including agricultural hereditaments)	..	..	..				181,418	146,023
Valuations to be ADDED thereto	..	..	..	..	256	205		
Valuations to be CANCELLED	..	..	..	..	652	522		
					<hr/>	<hr/>		
					-396	-317	-396	-317
							<hr/>	<hr/>
							181,022	145,706
							<hr/>	<hr/>

We do hereby approve the foregoing Valuation List and certify that in determining the Gross and Rateable Values of the foregoing hereditaments the provisions of the Rating and Valuation Acts 1953 to 1991, have been duly complied with.

With effect this 1st day of April 2025



On behalf of Treasury

**Valuation List for the VILLAGE OF PORT ST MARY under the Rating and Valuation Acts, 1953 to 1991
1st SUPPLEMENTAL LIST 2025**

Page 1

Property Code	Property Reference			Address	Description	Proprietor	Occupier	Remarks	Valuations Cancelled		Proposed New Valuation		Final Valuation	
	Town	Area	Prop						GV	RV	GV	RV	GV	RV
171211	59	0030	0190	4A Athol Street	Shop			Part of House No 4	0	0	0	0	0	0
173815	59	0130	0190	Craig Lea Fistard	Detached House	Mrs Sandilands	o/o	Property is inhabited	0	0	85	68	85	68
170760	59	0180	0280	High Street	Shop			Demolished	0	0	0	0	0	0
170914	59	0180	0430	7 High Street	Shop	Exor Est of J T Kelly Dec'd	o/o	Unfit for habitation in current situation	145	116	0	0	0	0
170922	59	0180	0440	7A High Street	Flat	Exor Est of J T Kelly Dec'd	o/o	Unfit for habitation in current situation	120	96	0	0	0	0
171952	59	0220	1030	Sea Cottage, 3 Lime Street	House	Dr Rish & Mr Crowther	o/o	Addition of conservatory to rear	52	42	56	45	56	45
171813	59	0220	1170	Glion Vooar 17 Lime Street	Mid Terrace House	Mr & Mrs McGreevy	o/o	Property is inhabitable again	0	0	115	92	115	92
171245	59	0280	0110	Ivydene New Quay	Detached House	Phillips and McCann	o/o	Unfit for habitation in current situation	115	92	0	0	0	0
173182	59	0290	0110	St Elmo Park Road	Detached Bungalow		o/o	Unfit for habitation in current situation, Likley the property will be demolished	70	56	0	0	0	0
169795	59	0330	0080	Thornycroft, 8 Primrose Terrace	Terraced House	Mr and Mrs Corkill	o/o	Unfit for habitation in current situation	150	120	0	0	0	0
Total									652	522	256	205	256	205

PORT ST MARY COMMISSIONERS**MEETING & EVENT DATES 2025**

2025 Meeting & Events Dates	
7 th May 2025	Annual General Meeting
28 th May 2025	Board meeting
29 th May 2025	Monas Queen memorial event
25 th June 2025	Board meeting
30 th July 2025	Board meeting
27 th August 2025	Board meeting
24 th September 2025	Board meeting
29 th October 2025	Board meeting
11 th November 2025	Remembrance Day service
26 th November 2025	Board meeting
17 th December 2025	Board meeting

Members are requested to keep the second Wednesday of each month free for additional meetings as and when required.

PORT ST MARY COMMISSIONERS
CONSULTATIONS
PORT ST MARY RESIDENT PARKING PERMIT REVIEW

Sent: 19 March 2025 13:30

To: Port St Mary Commissioners <commissioners@portstmary.gov.im>

Subject: Port St Mary disc zone parking revocation

Good afternoon,

I am contacting from the Department of Infrastructure Network Planning Team.

The Department is in the process of revoking the disc zone parking orders for the majority of areas subject to them within Port St Mary. It is my understanding that the commissioners have been contacted previously on this matter. Before continuing with the revocation order, could you please confirm that the proposal to remove disc zone parking restrictions in the following areas is still supported by the commissioner's office?

1. The Promenade
2. Athol Street,
3. Lewthwaites Way,
4. Bay View Road – excluding the section between the Living Hope Church and Lethwaites Way,
5. Gellings Avenue,
6. High Street,
7. Victoria Road

Kind regards,

Highway Engineer

Contact: Network Planning Team
Email: doinetworkplanning@gov.im
Date: 03/04/2025

Dear Resident

Proposed Traffic Regulation Order to Revoke Permit Disc Zone Parking in Port St Mary

The Department of Infrastructure recently committed to reviewing Parking Permit zones. As part of this review the Department are considering whether to revoke the Parking Permit Order covering zone M in Port St Mary. This Zone includes The Promenade, Athol Street, Lewthwaites Way, Bay View Road, Gellings Avenue, High Street and Victoria Road.

Each year residents are invited to renew their parking permits by submitting proof of residency to receive their permit. Letters were sent out in January and some permits have been issued. However, in light of the ongoing review, the Department has paused issuing any more new permits until a decision is made over whether to revoke Zone M.

Residents who have existing permits should carry on displaying them. Parking wardens are aware that last year's permits are still valid whilst the review is completed and vehicles displaying last year's permit will not be ticketed.

Parking Permit Zones are usually applied to areas where commuter parking has a detrimental effect on the residents' ability to park. Zone M operates 9am to 6pm and Monday to Saturday only, and vehicles parked during these periods must display a disc for 2 hours parking and not return within 2 hours. Permits are issued to anyone who meets the residence requirements. The number of permits is not controlled and is not related to the number of spaces available.

The Department holds the opinion that this scheme is inappropriate for Port St Mary, where there is no commuter parking. It is recognised that the challenge for residents parking comes in the evening when many people return from work, and residents are already using a combination of car parks and on-street parking to accommodate their vehicles.

The Department considers that Zone M does not contribute any solution to the parking situation in Port St Mary. It is therefore proposing to revoke the scheme for all areas apart from the short-term disc parking zone parking in the retail area in Bay View Road to serve customers visiting the shops and services in this area.

If it is revoked, residents would no longer be required to display a parking zone permit or complete and send documents to the Department on an annual basis.

It is intended that the proposed revocation order will be published in the Courier Newspaper on the 11th of April 2025. Within the advert will be details of the proposed order and contacting information. However, comments and objections are invited prior to this advert for submission to doinetworkplanning@gov.im or in

writing to 'Network Planning Team, First Floor Sea Terminal Building, Douglas, Isle of Man, IM1 2RF' by 25th April 2025. Once this notice period has closed the Department will consider the comments and make a determination about whether to proceed with the Revocation Order. Residents will be notified as soon as a decision has been made.

Yours sincerely

The Network Planning Team

Department of Infrastructure

Port St. Mary Commissioners

Town Hall, Port St. Mary, Isle of Man. IM9 5DA

Tel: (01624) 832101



www.portstmary.gov.im

Email: h.kinvig@portstmary.gov.im

Hon Dr Michelle Haywood MHK
Sea Terminal Building
Douglas
Isle of Man
IM1 2RF

Dear Minister,

Re: Concerns regarding Clauses 1 and 2 of the Local Government (Amendment) Bill 2023

I am writing on behalf of Port St Mary Commissioners to express concerns regarding Clauses 1 and 2 of the Local Government (Amendment) Bill 2023. Whilst acknowledging that in general, we are supportive of the intent of the **original** bill, these clauses raise significant issues that we believe need to be addressed.

Clause 1 represents a substantial change to the intent of the original Bill, and as such should not have been considered by the House as an amendment, even though due legislative process was followed. The substantive change warranted a full consultation with affected stakeholders and the process should have been paused to allow this to happen. As it stands this can and should happen. It is not too late for the Department to consult and bring forward a further amendment to the House.

The amended Clause 1 fails to clarify the full scope of obligations that this places on Local Authorities or how these may be challenged. There is no limiting factor to the 'specified functions' that the Department can regulate for, and the Department can enforce these after consultation, without due and open consideration of the opinions of the elected Local Authorities. So, whilst Clause 1 as written has been accepted by the House of Keys we consider that its introduction does not comply with the spirit of democratic government and **urge that the Department should immediately consult fully and openly on Clause 1 and, if appropriate, submit a further amendment to the House to reflect the views of the elected local authorities, before the Bill is elevated to the Legislative Council.**

Clause 2 is of even greater concern as it enables a Government Department to potentially criminalise another elected public body by making it an offence to not carry out any of its functions. Imposing fines on the Local Authority for minor non-performance is in effect punishing the ratepayers as the Local Authority has no other means of raising funds to cover the fines. Government Departments are not subject to such summary convictions for failing to perform their due tasks.

Implementation of both Clause 1 and 2 is likely to result in an increased burden on Local Authorities, leading to higher costs for ratepayers without their input or consent. The ability to shift responsibilities in this way, without a transparent and structured process, is

fundamentally unfair and could negatively affect service delivery at the local level. Furthermore, the sanctioned conviction and fine could result in a local authority needing to seek financial support from central Government thereby creating a financial loop with no perceivable benefit. It could also result in the misdirecting of existing funds that should be applied to carry out other duties for the public benefit.

Additionally, while secondary to the main issue, we must also highlight that this change could place Local Authority Clerks in a vulnerable position, exposing them to potential undue pressure and manipulation. Without sufficient safeguards, this amendment risks undermining both governance and confidence in local decision-making.

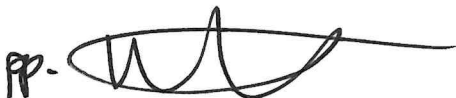
While the Clause 2 amendment may now technically comply with the legislative procedure, this does not make it appropriate to submit the amended clause directly to the Legislative Council after it has been rejected by the House of Keys.

Given these concerns, **we urge that Clause 2 is not taken forward as a government amendment to the Bill as part of the Legislative Council consideration and ask that it be withdrawn.**

It is essential that any shift in responsibilities between central government and Local Authorities is undertaken with full consultation, fairness, and accountability. Further, cognisance should also be taken that many local authorities will have newly elected board members who will have little knowledge or understanding of this new legislation which is being imposed upon them without being party to any consultation.

We hope these concerns will be given serious consideration and would welcome further discussion on this matter.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'PP.' followed by a stylized, cursive name.

Bernadette Williams MBE

Chairman

PORT ST MARY COMMISSIONERS

INVITATIONS

**INVITATION TO THE ISLE OF MAN MUNICIPAL ASSOCIATION AGM & DINNER
PEEL GOLF CLUB- 7PM FOR 7.30PM**

Dear all,

The annual Isle of Man Municipal Association AGM & dinner will be held on **Monday 19th May 2025 (7pm for 7.30pm)** at Peel Golf Club, which is situated at Rheast Lane, Peel, Isle of Man, IM5 1BG. There is plenty of adjacent parking.

Patrick Commissioners are the host authority and Gordon Clague as their Municipal Member will be President of the Municipal Association for the coming year. Their chosen speaker will be his Excellency Lieutenant Governor Sir John Lorimer

All Councillors, Commissioners and Clerks including representatives from non-member Authorities, are invited to attend. Should you wish to invite your MHK, please feel free to do so. This warm and sociable evening is a great opportunity for Local Authority networking.

The dinner menu includes the following options:

Starter

Cream of vegetable soup

Melon Fan

Brussels Pate

Carvery Main

Roast Beef

Roast Turkey

Roast Ham

Nut roast (pre order required)

Dessert

Sticky toffee pudding & ice cream

White Chocolate & raspberry cheesecake & cream

Trio of ice cream

Tea and Coffee will also be served.

The cost is £25.00 per head.

There will also be a bar for anyone who would prefer to buy an alcoholic drink.

It is essential that payment in full is made with your booking and this should either:

1. Be sent by cheque payable to 'Isle of Man Municipal Association' addressed to [REDACTED]
[REDACTED]
2. Paid direct to our bank account at Isle of Man Bank, East Region, P.O. Box 13, Douglas, IM99 1AN ([REDACTED]) Ref AGM.

**As usual there will be a raffle and any contributions to the raffle would be appreciated
Any raffle contributions can be brought along on the night.**

The restaurant has asked that we pre-order the food requirements, so you will need to send these details to the Secretary along with your payment or separately. The email address is Iommunicipal@outlook.com

Please book and pre-order no later than Friday 9th May 2025 as the venue require food choices by Monday the 12th May 2025.

**PORT ST MARY COMMISSIONERS
ORDINARY BOARD MEETING**

23RD APRIL 2025

AGENDA – PRIVATE SESSION

Item Number	Item	Action Required
1.	MINUTES	
	Four Members who were present are required to approve Minutes	
1.1	Minutes of the Private Meeting held on the 26 th March 2025	For Board approval
2.	MATTERS ARISING	
2.1	Matters arising from previous meetings	Clerk to provide necessary updates
3.	FINANCE – None	
4.	HOUSING	
4.1	Housing Provision Report	For Board discussion
5.	PROJECTS	
5.1	PSM Workshop	For Board discussion
5.2	Golf Course	For Board discussion
5.3	SCASB Lease	For Board approval
6.	POLICY & RESOURCES	
6.1	Street Pedlar Licence Application	For Board discussion & approval
7.	STAFFING – None	
8.	REPRESENTATIVE CONFIDENTIAL REPORTS	

8.1	Southern Civic Amenity Site Board	NME to provide update
8.2	Southern Sheltered Housing Joint Board	BW to provide update
8.3	Southern Swimming Pool Board	LVW to provide update
8.4	IoM Municipal Association	JT & DS to provide update
8.5	Southern Authorities Health Care Committee	CO'M to provide update
9.	PRIVATE CORRESPONDENCE	
9.1	Correspondence received regarding the retaining wall at the rear of the Albert Hotel	For Board discussion
10.	ANY OTHER BUSINESS OF AN URGENT NATURE (BY PERMISSION OF THE CHAIR)	

Note: Local Government Act 1985, section 65; Disclosure of Information 'Any member or former member of a local authority who, without the consent of the authority, divulges any information communicated to him in confidence as such member shall be guilty of an offence and liable on summary conviction to a fine not exceeding £1000.'