

LUDGVAN PARISH COUNCIL

This is to notify you that the Monthly Meeting of Ludgvan Parish Council will be held on Wednesday 8th March, 2017 in the Oasis Childcare Centre, Lower Quarter, Ludgvan commencing at 7pm.

S. P. Hudson

S P Hudson
Parish Clerk
08/03/2017

MONTHLY PARISH COUNCIL AGENDA:

Page No.

Public Participation Period (if required)

1. **Apologies for absence**
2. **Minutes of the Monthly Parish Council Meeting on Wednesday 8th February 2017**
3. **Declarations of interest in Items on the Agenda**
4. **Dispensations**
5. **Councillor Reports**
 - (a) Cornwall Councillor Roy Mann
 - (b) Chairman
 - (c) Other
6. **Cornwall Council – Planning Applications - For decision**
 - (a) [PA17/01062](#) - Lamb & Flag Inn A30 Between Whitecross And The Lamb And Flag Canonstown TR27 6LU - Application for advertisement consent for the erection of replacement illuminated and non-illuminated signs to the exterior of the building - Punch Taverns
 - (b) [PA17/01351](#) - Lower Menwidden Cottage Vellanoweth Ludgvan Penzance - Proposed two-storey extension. - Mrs Stephanie Hutchison
 - (c) PA16/09690 - Tregarthen Barn Tregarthen Farm Tregarthen Long Rock TR20 8YH - Proposed extension, alterations including a balcony and juliet balconies and associated works (Previously approved PA15/04591) - Mr C Richards
 - (d) [PA17/01514](#) - B & M Retail Ltd Jelbert Way Eastern Green Penzance - Variation of condition number 5 (restricting sale of food or drink to sale for consumption on site from a restaurant or coffee shop ancillary to the main use of the site) in respect of decision 1/88/P/0800/F dated 20/09/1988 to also allow sale of food and drink from up to 291sqm provided the store is occupied by a single retailer selling comparison (non-food) goods - Mr Andrew Wells B&M Retail Ltd
 - (e) [PA17/00221](#) - Tregender Farmhouse Tregender Lane Crowlas TR20 8DQ - Conversion of existing redundant barns to form five residential dwellings, with associated parking and landscaping. - Messer's William, Arthur and Patrick Ansell
 - (f) [PA17/01246](#) - 31 Godolphin Road Long Rock TR20 8JW - Demolition of existing ground floor extension and construction of replacement ground floor extension - Mrs S Newnham
7. **Clerk's Report**

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(b) Cornwall Community Flood Forum - SuDS	24-25
(c) West Cornwall HealthWatch - invite to AGM - 23/03/2017 7pm St Johns Hall	
(d) Cornwall Air Ambulance - thank-you for grant awarded.	
(e) Cornwall Council - Confirmation of Public Path Order, Bridleway 62	
(f) North Coast Cluster Group:	
i. Business Rates on Public Conveniences	26-27
ii. LMP Agreements	28-29
10. <u>Cornwall Council – Planning Decisions etc. Advised to Council - For information</u>	
(a) PA16/10651 - Grass Verge, Ludgvan Lease Ludgvan Cornwall - Retrospective advertising consent for a wooden free standing sign - Mr Joseph Gray - Approved	
(b) PA15/10587 - Land South Of Elm Cottage Crowlas Cornwall - Rural exceptions housing scheme (outline application with appearance, landscaping, layout and scale reserved) - Mr A Richards - Approved	
(c) PA16/11670 - Little Amalebrea Access Track To Little Amalebrea Nancledra TR20 8LR - Proposed alterations and two storey rear extension including flue - Mr And Mrs Cattran - Approved	
(d) PA16/11607 - Currys Jelbert Way Long Rock TR18 3RG - Advertisement consent for 2no. non illuminated pan sign and 1no. internally illuminated box sign to front elevation - DSGI Plc - Approved	
11. <u>Cornwall Council - Planning Enforcement, Appeals etc.</u>	
(a) EN16/01331 - Land Adjacent To Hannaville Gilly Lane Whitecross Penzance Cornwall TR20 8BZ - Alleged engineering works taking place, diggers on site moving large quantities of soil - Case Closed Application received	
(b) EN16/02172 - Land E Of The A30 North Of The A30 And Newtown Lane - Alleged parking of van to advertise CCS Cornish Car Sales in the lay-by - Case Closed, Breach Resolved	
(c) EN16/01886 - B And M Retail Ltd Jelbert Way Eastern Green Penzance Cornwall TR18 3AR - Alleged breach of condition 5 (no sale of food) of W1/88/P/0800; namely selling of food and drink. - Case Closed, application received	
(d) EN17/00338 - Bar-Lan-Deu Lelant Downs Hayle Cornwall TR27 6LQ - Alleged unauthorised display of a large advertisement promoting Limestone Applications Ltd causing a distraction - Pending Consideration	

12. Other items for Information

13. Exclusion of the Press & Public

To consider passing the following resolution:
that under Section 1 (2) of the Public Bodies (Admission to Meetings)
Act 1960, it is proposed that, because of the confidential nature of the
business to be transacted, the public and press be excluded from the
meeting for the business specified in the following item.

- (a)** Clerks Contact of Employment

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LUDGVAN PARISH COUNCIL - CLERKS REPORTS - 8TH MARCH 2017

Agenda Item 7(a) - Review of cemetery charges

1. Background:

- 1.1 It is good practice to review charges on an annual basis, however the current cemetery charges have been in place since 2014. They are attached as Appendix 1.

2. Review:

- 2.1 Charges were set at a level where the costs of maintaining the Council's two cemeteries would break even should an 'average' number of burials take place.
- 2.2 In both of the last two years a 'surplus' has accrued amounting to £925.
- 2.3 In the current year to date costs exceed income by £1,984. No more significant cost will be incurred before the end of the financial year and more burials may take place to reduce the 'deficit'. Averaged over three years the 'cost' to local taxpayers has therefore been approximately £1,000

3. Conclusion:

- 3.1 It is difficult to say whether the lack of burials in the year has been a one-off occurrence or whether it is the start of a trend and whether therefore charges need to be reviewed.
- 3.2 **Members instructions are requested.**

Agenda Item 7(b) - St Pauls Cemetery

1. Background:

- 1.1 The new cemetery at St Pauls came in to use some years ago with the first burial in 2008.
- 1.2 To date burials have been organised in a single line adjacent to the hedge planted at the time.

2. Current Issues:

- 2.1 There have always been problems with the hedge which was affected by disease shortly after being planted and a point has been reached when a decision on what to do is required.
- 2.2 Secondly a decision is needed on the lay-out of new graves, i.e. whether to continue in a straight line to the bottom of the cemetery or whether to start a new row.
- 2.3 It would make sense to include those who maintain and use the cemetery and it is therefore **RECOMMENDED that:**
a site meeting is held including councillors, the Council's maintenance contractor, a funeral director and a grave digger and a report brought back to Council.

Agenda Item 7(c) - Long Rock Toilets

1. Background:

The Council has financially supported the opening of Long Rock Toilets during the summer school holidays for a number of years.

Damage caused to the sea-wall resulted in the toilets being closed in the summer of 2016.

A private contractor has submitted proposals to Cornwall Council to provide business premises on the site incorporating toilets.

2. Current Position:

- 2.1 Cornwall Council have advised that South West Water have switched around their priority repairs in order to get to Long Rock toilets this spring and they hope to start work on the broken drains on the 24th April.
- 2.2 Information from Cormac regarding any follow-up repairs and when they will finish all their work is awaited.
- 2.3 Therefore there is a chance that the toilet block could be opened again this summer.
- 2.4 Cornwall Council have asked if the Parish Council were willing to contribute, whilst they continue to work with the 'Your Convenience' winner on his long-term plans.
- 2.5 The situation is complicated by the fact that the Council has removed the toilet budget for 2017/18 as it was thought that there was no likelihood of them re-opening.

3. Conclusion:

- 3.1 It would be possible to allocate the unspent toilet budget in the 2016/17 financial year to an ear-marked reserve and use that to fund the 2017 summer opening.
- 3.2 **Members instructions are requested.**

Agenda Item 7(d) - Whitecross Phone Box Adoption

1. Background:

- 1.1 At its last meeting Council resolved to adopt the 'phone box at Whitecross.

2. Contract:

The draft contact is attached as Appendix 2 and Members are asked to review it to ensure they are happy with the Terms.

LUDGVAN PARISH COUNCIL
(Acting as the Burial Authority for the Parish of Ludgvan)

CROWLAS & ST PAUL'S CEMETERIES

CEMETERY FEES - effective 1st April 2014

Fees, Payments and sums fixed and settled by the Parish Council under section 214 of the Local Government Act 1972 and in accordance with the terms of the Local Authorities Cemeteries Order 1977.

		Charge £
1.	PURCHASE OF EXCLUSIVE RIGHT OF BURIAL – 100 YEARS: Please note: Fees in this section are in addition to interment fees.	
	Exclusive Right of Burial in a grave (maximum two interments)	250
	Exclusive Right of Burial in a cremation plot (maximum two interments)	150
2.	INTERMENT IN GRAVE:	
	Child, stillborn or aged up to one month	Nil
	Child up to twelve years	54
	Person over twelve years	250
3.	INTERMENT IN CREMATION PLOT:	
	Child, stillborn or aged up to one month	Nil
	Child up to twelve years	48
	Person over twelve years	150
	Scattering of cremated remains in the cemetery	35
4.	PERMISSION TO ERECT A MEMORIAL:	
	Headstone (including first inscription)	100
	Cremation tablet or plaque (including first inscription)	50
	Additional inscription	12
	NOTES:	
(a)	In those cases where the person is not a resident of Ludgvan Parish all of the above fees (excluding those in section 4) shall be doubled.	
(b)	All fees should be made payable to Ludgvan Parish Council and addressed to the clerk.	
(c)	Where a coffin or casket is oversize or has some other non standard characteristic, the Parish Council reserves the right to charge an additional fee commensurate with any extra work involved.	
(d)	The Interment Fee does not cover the cost of digging the grave, your funeral director will advise you in relation to these costs. It does however cover administrative and ongoing maintenance costs in respect of the cemeteries (except in relation to Memorials).	

AGREEMENT FOR THE SALE AND PURCHASE OF TELEPHONE KIOSK(S) TO A LOCAL AUTHORITY IN ENGLAND OR WALES.

This agreement is made this day of 2017

Background

The Buyer wishes to buy the Goods from the Seller and the Seller has agreed to sell the Goods to the Buyer upon the terms and conditions set out in this agreement.

This agreement is for use only for the sale of kiosk types K6 and K8 and to a recognised local public body within England and Wales.

1 Definitions

In this agreement, unless the context requires otherwise:

'Buyer' means LUDGVAN PARISH COUNCIL

'Conditions' means the terms and conditions of sale set out in this document.

'Decommissioning' means (i) the disconnection of the Goods from the Seller's telecommunications network and (ii) the removal of the payphone, ancillary equipment and wiring from within the kiosk. 'Decommission', 'Decommissioning' and 'Decommissioned' shall be construed accordingly in the appropriate tense.

'Goods' means the telephone kiosk or kiosks as more fully described in the schedule to this agreement, which the Buyer agrees to buy from the Seller but excluding any telephony and ancillary apparatus.

'IP Rights' means all intellectual property rights in any part of the world, including but not limited to patents, copyright, design rights, trade marks, database rights, registered design rights and community design rights and shall include pending applications for any intellectual property rights.

'Notice to Complete' means a notice in writing by the Seller to the Buyer stating that in the Seller's reasonable opinion the Goods have been satisfactorily Decommissioned and are ready for delivery to the Buyer.

“Ofcom”	means the regulatory body whose duties are set out in the Communications Act 2003 and includes any replacement body or entity under equivalent or replacement legislation.
“Planning Acts”	means any relevant planning legislation in force at the date of this agreement which shall for the avoidance of doubt include the Town and Country Planning Act 1980, the Planning (Listed Buildings and Conservation Areas) Act 1990 and the Town and Country Planning (General Permitted Development) Order 1995 and any statutory replacement or modification thereof.
'Price'	means the price for the Goods excluding any carriage, packing and insurance.
'Seller'	means British Telecommunications plc (company registration number 1800000 whose registered office is at 81 Newgate Street, London EC1A 7AJ).
Universal Service Obligation	means the obligations imposed upon BT by Ofcom in accordance with the EU Universal Services Directive.

2 Conditions applicable

- 2.1 These Conditions shall apply to this agreement to the exclusion of all other terms and conditions in previous documents and correspondence.
- 2.2 Any order for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions.
- 2.3 Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 Agreement, price and payment

- 3.1 The Seller shall sell to the Buyer the Goods and the Buyer shall purchase the Goods.
- 3.2 The Price shall be ONE POUND (£1.00) inclusive of VAT which shall be payable on the date of this agreement.
- 3.3 The Seller agrees that following the date of this agreement it shall Decommission the Goods.
- 3.4 The Seller shall be under no obligation to the Buyer to re-site, re-position, restore or repair the Goods. The Buyer acknowledges that it purchases the Goods in no better condition than described in the schedule hereto and by making payment is deemed to have accepted their condition.
- 3.5 For the avoidance of doubt the Seller is not selling the land beneath the Kiosk nor shall the Buyer acquire that land under this agreement.

4. Decommissioning, delivery and acceptance

- 4.1 The Seller shall serve the Notice to Complete on the Buyer on completion of the Decommissioning works in respect of the Goods
- 4.2 Delivery of the Goods shall be deemed to have taken place five working days after the day upon which the Seller sends the Notice to Complete to the Buyer. No further intimation is required.
- 4.3 The Buyer shall make all necessary arrangements to take delivery of the Goods following receipt of the Notice to Complete.
- 4.4 The Buyer shall be deemed to have accepted the Goods upon delivery.
- 4.5 After acceptance the Buyer shall not be entitled to reject the Goods due to their physical condition or due to any financial or statutory obligations (whether foreseen or not) imposed upon the Buyer as a result of this agreement or as a result of the Goods.
- 4.6 The Seller shall not be liable to the Buyer for late delivery of the Goods.

5 Post acceptance obligations

- 5.1 The Buyer shall own the Goods following acceptance and shall be responsible for all maintenance and repair of the Goods, which it shall do in accordance with:
 - 5.1.1 Any industry or statutory guidelines and regulations relevant to the Goods in circulation or in force from time to time.
 - 5.1.2 Any requirements, directions, rules or recommendations of Ofcom.
 - 5.1.3 Any relevant planning legislation in force at the date of this agreement which shall for the avoidance of doubt include the Planning Acts and any statutory replacement or modification thereof.
 - 5.1.4 Any planning consents relating to the Goods whose condition have not expired or in respect of which the granting local authority or its successor may still take enforcement steps or proceedings.
- 5.2 The Buyer acknowledges that the Goods may have been painted with paint containing lead and accepts the health and safety risks which may be associated with its removal or maintenance. The Buyer also acknowledges that leaden paint may require specific maintenance procedures.
- 5.3 The Buyer shall indemnify the Seller in respect of any loss or damage it suffers in respect of any act or omission on the part of the Buyer or persons or entities authorised by it under this sub-paragraphs 5.1 and 5.2.
- 5.4(i) Following payment, the Seller shall be under no obligation to the Buyer to maintain, repaint, repair or manage the Goods nor shall it be under any obligation to the Buyer to maintain or provide Call Box Services (as defined in the Universal Service Obligations) or telephony services from the Goods SAVE that where the Buyer has opted for the Seller to be responsible for the supply of electricity then the Seller shall supply that electricity (at the Seller's cost) to (but not beyond) the REC (regional

electricity company) fusebox for the operation of an 8 watt lightbulb or similar. Where the Seller is responsible for the supply of electricity, then the Seller may discontinue to provide that supply (and payment) of electricity at any time by giving the Buyer notice in writing.

- 5.4(ii) The Buyer is not permitted to connect any equipment to the unmetered power supply without first obtaining the Seller's written agreement.
- 5.4(iii) If written permission is given by the Seller to the Buyer, in accordance with paragraph 5.4 (ii), to connect defibrillator equipment to the unmetered electricity supply, the equipment, must meet all appropriate safety standards as amended from time to time including, but not limited to, the requirements as set out at paragraph (a)-(d) below.

The Defibrillator Cabinet must be:

- (a) Class 2;
- (b) Compliant to BS7671-416/417 in its construction;
- (c) Manufactured by a ISO 9001/2 certified manufacturer;
- (d) Protected by an RCD

- 5.4(iv) The Seller does not activity monitor the electricity supply to the Goods. Responsibility for ensuring a continuous electricity supply required to power any equipment installed within the Goods remains with the Buyer at all times.
- 5.4(v) The Buyer shall remain, at all times, responsible for the monitoring, maintenance and repair of any equipment installed within the Goods.
- 5.4(vi) The Buyer indemnifies the Seller in respect of all damages or losses which the Seller may incur, or any third party claims received by the Seller as a result of any breach by the Buyer of its obligations as set out in this paragraph 5.

5.5 Following acceptance of the Goods the Buyer shall:

- 5.5.1 At all times display a sign in or on the Goods (clearly visible to anyone viewing or inspecting the Goods) that the Goods are the responsibility of the Buyer, do not contain a British Telecommunications payphone and are not connected to the Seller's electronic communications network.

- 5.5.2 Take reasonable steps to inform the local public in the region or city in which the goods are situated that the telephony machinery has been removed and that the Goods are now the responsibility of the Buyer.
- 5.5.3 Apply to the relevant authority or authorities for all necessary consents, licences, waivers, restrictions or determinations (if any) required for the Goods (including but not limited to consents granted under the Planning Acts and consents and licences under the Communications Act 2003 and any statutory replacement or modification thereof) and shall fully and without delay comply with any conditions or recommendations imposed by them made in respect of the Goods.
- 5.5.4 Covenant not to sell, lease or license the Goods to a competitor to the Seller nor to permit a competitor to install electronic communications apparatus (as defined in schedule 2 of the Telecommunications Act 1984 as amended by Schedule 3 of the Communications Act 2003) within the Goods or itself (as the Buyer) shall not install, provide or operate any form of electronic communications apparatus (as defined in schedule 2 of the Telecommunications Act 1984 as amended by Schedule 3 of the Communications Act 2003) within the Goods.
- 5.5.5 Release the Seller, insofar as it can do, from any obligation under the Town and Country Planning (Permitted Development) Order 1995 in respect of the Goods.
- 5.5.6 Notify the emergency services that the Goods are no longer owned or maintained by the Seller and are now the property and responsibility of the Buyer.
- 5.5.7 Indemnify the Seller in respect of any damages or losses which the Seller may incur as a result of any breach of the Buyer's obligations in this sub-paragraph 5.5 and in respect of any obligations imposed upon the Buyer under the Highways Act 1980 and the New Roads and Street Works Act 1991 in respect of the Goods.
- 5.6 The Buyer waives any rights it may have against the Seller in respect of the Goods under the Communications Act 2003.
- 5.7 The Seller reserves the right and the Buyer grants such right, at any time from the date of acceptance of the Goods by the Buyer, to enter into or onto the Goods and any neighbouring land of the Buyer (but only to the extent necessary) to undertake works or to procure the undertaking of works to disconnect or cap-off the electricity supply to the Goods described above in paragraph 5.4, at the cost of the Seller and making good any damage caused to the Goods and the Buyer's neighbouring land as aforesaid to the reasonable satisfaction of the Buyer.
- 5.8 Not connect any equipment to the electricity supply referred to in Clause 5.4 without the express written agreement of the Seller.

6 Warranties and liability

- 6.1 All warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 6.2 The Buyer acknowledges that the Seller is not in the business of selling the Goods and the Buyer will assume full responsibility to ensure compliance with any English Heritage requirements from the date of transfer of the goods.
- 6.3 The Seller makes no representations to the Buyer as to the Goods' quality, state of repair, safety, performance and fitness for purpose nor as to any apparent or latent defects. The Buyer shall take the Goods subject to any such defects and dilapidations (if any).
- 6.4 The Buyer agrees to the Decommissioning and, insofar as it is able, relieves the Seller of its obligations under Ofcom's Universal Services Obligations in respect of the Goods. The Buyer agrees not to object to Ofcom or any other tier of local government to itself of the Decommissioning of the Goods.
- 6.5 The Seller may supply the Buyer with a kiosk maintenance manual or other documents. Any recommendations or guidance therein shall not form warranties nor obligations of any nature upon the Seller.

7 Title and risk

- 7.1 Title shall pass on delivery of the Goods.
- 7.2 Risk shall pass on delivery of the Goods.

8 Limitation of Liability

- 8.1 When the Buyer accepts the Goods then the Seller shall have no liability whatsoever to the Buyer in respect of those Goods.
- 8.2 The Seller shall not be liable to the Buyer for late delivery of the Goods.
- 8.3 Except in respect of death any personal injury resulting from a negligent act or omission on the part of the Seller or anyone authorised by it, the Seller's liability to the Buyer for tortious and contractual damages shall not exceed the Price. The Buyer shall at all times use its best endeavours to minimise and mitigate its losses.
- 8.4 The Seller shall not be liable to the Buyer for any economic loss suffered by the Buyer as a result of it entering into this agreement.
- 8.5 The Buyer acknowledges that it has taken or has considered taking legal advice from a solicitor or counsel (whether in-house or using external advisors) before entering into this agreement.

9 Intellectual property

No assignment or licensing of any IP Right is granted or made under this agreement.

10 General

- 10.1 This contract is subject to the law of England and Wales and the non-exclusive jurisdiction of the courts of England and Wales.
- 10.2 The invalidity or unenforceability of any provision in this agreement, for whatever reason, shall not prejudice or affect the validity or enforceability of its other provisions.
- 10.3 The headings of this agreement are for reference only. No delay, neglect, forbearance by either party in enforcing any provision in this agreement shall be deemed to be a waiver or compromise of any right or rights unless made in writing.
- 10.4 In relation to the Goods, this agreement constitutes the entire agreement between the parties.
- 10.5 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 10.6 The Seller may assign the benefit and burden of this agreement to a third party or to a group company (where group company has the meaning given to it in section 42 of Landlord and Tenant Act 1954).
- 10.7 The Buyer may not assign the benefit and burden of this agreement other than to a statutory successor or to another tier of local government. In the case of the latter the Buyer shall notify the Seller of the assignment within 28 days of completion of the assignment.
- 10.8 The Buyer shall not, disclose the existence of the Agreement in any journal magazine or publication or any other publicly available media or otherwise use the Seller's name or logos (including any trade marks) in any of its advertising or publicity material without the seller's prior written consent, which may be withheld or given in the Seller's absolute discretion.

SCHEDULE

THE GOODS – Specification and Description

01736740270

Whitecross
Penzance
TR20 8DT

Signed by [] for and on behalf of

BRITISH TELECOMMUNICATIONS plc

Signature

.....

Position (director/company secretary/manager/attorney/agent).

If signing as agent or under a power of attorney, please attach a copy of the document giving authority.

Signed by [] for and on behalf of

Signature

.....

Position (director/company secretary/manager/attorney/agent).

If signing as agent or under a power of attorney, please attach a copy of the document giving authority.

Agenda Item 8(a)

Payments for approval

Ref	Payee Name	Cheque No.	£ Total Amnt	Nominal Ledger Analysis				
				£ VAT	Code	Cost Centre	Amount	Description
88	Savills (UK)	3037	350.00		4140	130	350.00	Church Hill Allotment Rent
89	Viking Direct	3038	86.32	14.39	4070	100	71.93	Stationery
90	Chris Fry Garden & Rural Services	3039	340.00		4430	140	340.00	LMP Additional Cutting
91	Steve Hudson	3040	1,391.85		4000	100	1,313.15	March Net Pay
					4060	100	59.40	March Travel
					4070	100	18.00	March Office Costs
					4070	100	1.30	March 'phone reimbursement
92	HM Revenue & Customs	3041	318.55		4000	100	202.66	March PAYE
					4010	100	115.89	March NI
Total Payments:			2,486.72	14.39			2,472.33	

SIGNED: 8th March 2017

R SARGEANT

CHAIRMAN

Agenda Item 8(b)

RECEIPTS FOR INFORMATION

Receipt Ref	Banking Ref	Date	Amount	Transaction Detail
74	500171	06/02/2017	28.50	Allotment Rent
75	500171	06/02/2017	28.50	Allotment Rent
76 DC37		09/02/2017	0.32	Bank Interest
			<u>57.32</u>	

**Bank Reconciliation Statement as at 28/02/2017
for Cashbook 1 - Treasurers Account**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Treasurers Account	28/02/2017		28,808.21
			<hr/> 28,808.21
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
		0.00	
			<hr/> 0.00
			28,808.21
<u>Receipts not Banked/Cleared (Plus)</u>			
		0.00	
			<hr/> 0.00
			28,808.21
		Balance per Cash Book is :-	28,808.21
		Difference is :-	0.00

**Bank Reconciliation Statement as at 28/02/2017
for Cashbook 2 - Business Account**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Business Account	28/02/2017		7,519.20
			<hr/> 7,519.20
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
		0.00	
			<hr/> 0.00
			7,519.20
<u>Receipts not Banked/Cleared (Plus)</u>			
		0.00	
			<hr/> 0.00
			7,519.20
		Balance per Cash Book is :-	7,519.20
		Difference is :-	0.00

Detailed Receipts & Payments by Budget Heading 01/03/2017

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>100 Administration</u>							
1076 Precept	33,244	33,244	0			100.0%	
1080 Interest Received	3	4	1			87.0%	
1090 Council Tax Support Grant	2,436	2,436	(0)			100.0%	
1110 Other Grants	450	558	108			80.6%	
Administration :- Receipts	36,134	36,242	108			99.7%	0
4000 Clerk's Salary	18,193	18,190	(3)		(3)	100.0%	
4010 Employers NI	1,387	1,379	(8)		(8)	100.5%	
4060 Travel	752	750	(2)		(2)	100.3%	
4070 Office Expenses	792	1,250	458		458	63.3%	
4080 Advertising	0	600	600		600	0.0%	
4090 Subscriptions	933	950	17		17	98.2%	
4100 Insurance	751	750	(1)		(1)	100.1%	
4110 Audit Fees	350	350	0		0	100.0%	
4150 S137 and Other Grants	625	700	75		75	89.3%	
4160 Youth Club Grant	0	500	500		500	0.0%	
4170 Christmas Trees	242	225	(17)		(17)	107.4%	
4180 Deedstore	15	16	1		1	93.8%	
4190 Meeting Room Hire	360	360	0		0	100.0%	
4300 Website Development	0	100	100		100	0.0%	
4310 Website Maintenance	750	770	20		20	97.4%	
4320 Election Expenses	0	1,000	1,000		1,000	0.0%	
4330 Software - Initial Purchase	590	0	(590)		(590)	0.0%	
4340 Software - set up/training	200	0	(200)		(200)	0.0%	
4350 Software - Annual Licence	226	0	(226)		(226)	0.0%	
Administration :- Indirect Payments	26,165	27,890	1,725	0	1,725	93.8%	0
Movement to/(from) Gen Reserve	9,968						
<u>120 Long Rock Allotments</u>							
1210 Allotment Rents	341	350	9			97.4%	
Long Rock Allotments :- Receipts	341	350	9			97.4%	0
4120 Maintenance	0	150	150		150	0.0%	
4130 Water	94	120	26		26	78.5%	
4140 Rents Payable	80	80	0		0	100.0%	
4330 Software - Initial Purchase	59	0	(59)		(59)	0.0%	
4340 Software - set up/training	20	0	(20)		(20)	0.0%	
4350 Software - Annual Licence	23	0	(23)		(23)	0.0%	
Long Rock Allotments :- Indirect Payments	276	350	74	0	74	78.8%	0
Movement to/(from) Gen Reserve	65						

Detailed Receipts & Payments by Budget Heading 01/03/2017

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>130 Church Hill Allotments</u>							
1210 Allotment Rents	1,254	1,450	196			86.5%	
Church Hill Allotments :- Receipts	1,254	1,450	196			86.5%	0
4120 Maintenance	75	250	175		175	30.0%	
4130 Water	299	500	201		201	59.7%	
4140 Rents Payable	700	700	0		0	100.0%	
4330 Software - Initial Purchase	236	0	(236)		(236)	0.0%	
4340 Software - set up/training	80	0	(80)		(80)	0.0%	
4350 Software - Annual Licence	90	0	(90)		(90)	0.0%	
Church Hill Allotments :- Indirect Payments	1,480	1,450	(30)	0	(30)	102.1%	0
Movement to/(from) Gen Reserve	(226)						
<u>140 Amenities</u>							
1100 Footpath Grant	2,700	3,474	774			77.7%	
1130 Aggregate Fund Income	0	4,500	4,500			0.0%	
Amenities :- Receipts	2,700	7,974	5,274			33.9%	0
4120 Maintenance	320	0	(320)		(320)	0.0%	
4200 Repairs	64	1,500	1,436		1,436	4.3%	
4400 St Pauls Amenity Area	682	682	0		0	100.0%	
4410 Churchtown Garden	210	210	0		0	100.0%	
4420 Aggregate Fund Expenditure	0	4,500	4,500		4,500	0.0%	
4430 Footpath Maintenance	2,870	3,474	604		604	82.6%	
4450 Long Rock Toilets	0	1,272	1,272		1,272	0.0%	
4460 Grass Cutting	285	250	(35)		(35)	114.0%	
4470 Green Initiatives	0	408	408		408	0.0%	
Amenities :- Indirect Payments	4,431	12,296	7,865	0	7,865	36.0%	0
Movement to/(from) Gen Reserve	(1,731)						
<u>150 St Pauls Cemetery</u>							
1200 Burial Fees	700	2,680	1,980			26.1%	
St Pauls Cemetery :- Receipts	700	2,680	1,980			26.1%	0
4120 Maintenance	255	0	(255)		(255)	0.0%	
4130 Water	51	0	(51)		(51)	0.0%	
4460 Grass Cutting	1,050	1,120	70		70	93.8%	
4520 Sextons Duties	120	120	0		0	100.0%	
St Pauls Cemetery :- Indirect Payments	1,476	1,240	(236)	0	(236)	119.0%	0
Movement to/(from) Gen Reserve	(776)						

Detailed Receipts & Payments by Budget Heading 01/03/2017

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>160</u> <u>Crowlas Cemetery</u>							
1200 Burial Fees	262	500	238			52.4%	
Crowlas Cemetery :- Receipts	<u>262</u>	<u>500</u>	<u>238</u>			<u>52.4%</u>	<u>0</u>
4460 Grass Cutting	1,470	1,470	0		0	100.0%	
Crowlas Cemetery :- Indirect Payments	<u>1,470</u>	<u>1,470</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>100.0%</u>	<u>0</u>
Movement to/(from) Gen Reserve	<u>(1,208)</u>						
<u>200</u> <u>Neighbourhood Planning</u>							
1120 Neighbourhood Planning Grant	1,654	8,000	6,346			20.7%	
Neighbourhood Planning :- Receipts	<u>1,654</u>	<u>8,000</u>	<u>6,346</u>			<u>20.7%</u>	<u>0</u>
4020 Staff Cost	2,635	4,500	1,865		1,865	58.6%	
4260 Grant Funded	1,654	8,000	6,346		6,346	20.7%	
4270 Other	656	3,986	3,330		3,330	16.5%	
Neighbourhood Planning :- Indirect Payments	<u>4,945</u>	<u>16,486</u>	<u>11,541</u>	<u>0</u>	<u>11,541</u>	<u>30.0%</u>	<u>0</u>
Movement to/(from) Gen Reserve	<u>(3,291)</u>						
<u>999</u> <u>VAT Data</u>							
115 VAT Refunds	600	0	(600)			0.0%	
VAT Data :- Receipts	<u>600</u>	<u>0</u>	<u>(600)</u>				<u>0</u>
515 VAT on Payments	1,132	0	(1,132)		(1,132)	0.0%	
VAT Data :- Indirect Payments	<u>1,132</u>	<u>0</u>	<u>(1,132)</u>	<u>0</u>	<u>(1,132)</u>		<u>0</u>
Movement to/(from) Gen Reserve	<u>(532)</u>						
Grand Totals:- Receipts	43,645	57,196	13,551			76.3%	
Payments	41,374	61,182	19,808	0	19,808	67.6%	
Net Receipts over Payments	<u>2,270</u>	<u>(3,986)</u>	<u>(6,256)</u>				
Movement to/(from) Gen Reserve	<u>2,270</u>						



The Rotary Club of Mounts Bay

Meetings: Thursday Evenings 6.00pm
The Union Hotel Chapel Street Penzance

President: Eric Bilkey

Secretary: Peter Johnson

Mr Steve Hudson
Clerk to Ludgvan Parish Council
Brynmor
St Ives Road
Carbis Bay
TR26 2SF

26th January 2017

Dear Mr Hudson,

St Michaels Way Challenge 13th Annual Charity Walk

After a break last year, this year's walk will take place on Sunday 21st May. This year's chosen charity is Children's Hospice South West.

Our aim is to ensure that 100% of the money raised through sponsorship of the walkers goes to the nominated charities and to help us in this we are asking your Council to consider making a small donation towards the running of the event. Since 2003, by organising this walk, The Rotary Club of Mounts Bay has raised more than £100,000 for local, national and international charities.

Perhaps some of your members, or their friends, may like to take part this year. In which case, more information can be found at either www.mountsbayrotary.org.uk or our Facebook page.

I do hope that your Council may be willing to support our club in our fundraising efforts.

Yours sincerely

A handwritten signature in blue ink that reads "Zena Muth".

Rtn Zena Muth
Rotary Club of Mounts Bay

Tel: 01736 363490

Email: walk@mountsbayrotary.org.uk

Please send any reply to: Betty's Garden Penkernick Close Newlyn TR18 5DA

Steve Hudson

From: Martyn Alvey
(Martyn.Alvey@cornwallrcc.org.uk)
Sent: 02 February 2017 10:25
To: Martyn Alvey
Subject: Cornwall Community Flood Forum Supports the Launch of an Important Report on SuDS
Attachments: The Rt Hon Andrea Leadsom MP Press Release Copy.pdf
Categories: Agenda Item

Dear Parish and Town Councils

Today sees the launch of an important report into the future of ‘Sustainable Drainage Systems’ (known as SuDS). Luci Isaacson, the Chair of the Cornwall Community Flood Forum, has had advanced sight of the report and is today in the House of Lords for it’s launch. To coincide with the launch we have written an open letter to the Secretary of State (attached) lending our support to the report’s findings and recommendations. We have also put out a press release on the subject, I have been interviewed by BBC Radio Cornwall’s Laurence Reed and the interview will go out at 12.00 today. He will also interview Luci ‘live’ from the House of Lords after 1.00 pm.

Since its formation in 2012, the Cornwall Community Flood Forum has actively campaigned to ensure that the Planning Process takes proper account of Flood Risk. Whilst acknowledging the pressure being placed on Cornwall Council to build more homes, as supported in the Local Plan, **we are extremely concerned that a development must never go ahead if it may increase flood risk now or in the future.** The Chartered Institution of Water and Environmental Management (CIWEM) have produced a report ‘A Place for SuDS?’ with the Wildfowl and Wetlands Trust (WWT). The report is published today and can be viewed at www.ciwem.org/suds.

The topography of Cornwall is challenging, with much of the land that is attractive to developers located in areas that are either vulnerable to flooding or essential to minimising flood risk for nearby homes and businesses. This is made worse by the known impacts of climate change; in particular the changes in rainfall patterns that will certainly lead to increased flood risk in Cornwall in the coming years. An important way of controlling surface water in any new development is through the installation of SuDS. The principle of SuDS is that the surface water is dealt with **within** the developed site, creating no more runoff than would be the case had development not taken place. Indeed, in certain areas, known as ‘Critical Drainage Areas’, (of which land surrounding Truro is an example), there is a requirement that the SuDS actually reduces runoff. We believe a ‘silver bullet’ exists for future development and corresponding flooding in the ‘A Place for SuDS?’ report. **A clear decision must be taken by government regarding the adoption and allocation of maintenance responsibilities for SuDS, and we hope it will be taken by government without further delay.**

CIWEM Chief Executive Terry Fuller said “We recognise the urgent need for one million new homes but it is pointless to build in a way that creates flood risk for the future. Our analysis shows that the main obstacles to high-quality and widely implemented SuDS are political and institutional rather than technical or financial so there is no reason why government should not support stronger policy to deliver sustainable drainage widely.”

SuDS can take many forms and may include underground holding tanks or man-made ponds (known as swales). If properly designed, constructed and maintained a SuDS scheme will certainly minimise flood risk. Schemes that

Agenda item 9(b)

include ponds not only reduce flooding, they also improve biodiversity and can create a habitat for wildlife, thus improving water quality in nearby rivers. However, if SuDS design, construction and maintenance is not carried out properly, flood risk is likely to increase substantially.

A requirement to include SuDS in any development with flood risk implications clearly places a **financial burden on developers that they will, if left unchecked, seek to avoid**. In 2010 the Government passed the Flood and Water Management Act. Schedule 3 of the Act required that:

- SuDS should be implemented with the Lead Local Flood Authority taking on the role of a 'SuDS Approval Body' for their area. In Cornwall, Cornwall Council is the Lead Local Flood Authority.
- SuDS design approval was required prior to the commencement of development and the approval body was to ensure that SuDS were designed in accordance with the appropriate national standards.
- Crucially, the approval body would then adopt and maintain the SuDS. Funding for this would be through a 'ring fenced' levy on the property owners.

Concerns were raised by developers that this process would delay development. The Government bowed to this pressure and the Secretary of State for Communities and Local Government announced **in December 2014 that Schedule 3 would not be enacted**. Instead, planning applications with sustainable drainage implications would be dealt with by strengthening existing planning policy. Whilst subsequent changes were made to planning policy, they **fell well short of providing Lead Local Flood Authorities with the powers needed**. The CIWEM report recommends that the Government put a robust structure put in place to ensure the diligent design and construction and **future maintenance** of SuDS.

The Cornwall Community Flood Forum (CCFF) formed as a Members Association in 2012 and we obtained our charitable status last year. Our core aims are to:

- Support communities in becoming better prepared for flooding,
- raise flood awareness (particularly within Cornwall) and
- promote a partnership approach to flood risk management.




We are viewed nationally as exemplars of best practice in supporting community resilience to flooding. As well as supporting communities within Cornwall, we are at the forefront of developing a National programme for the training of community emergency volunteers. **Membership of the CCFF is 'free' and open to individuals as well as formed groups, including Parish and Town Councils. If you would like to apply for membership please let me know.**

Kind regards

Martyn Alvey

Community Flood Resilience Manager, Cornwall Community Flood Forum
Telephone: 07581 736347 Website: <http://www.cornwallcommunityfloodforum.org.uk>

Please note that I only work part-time, but will respond to your e-mail as soon as possible

-
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 -  [Click to visit our Twitter Feed](#)
 -  [Click to visit our Youtube Channel](#)



Cornwall Community Flood Forum Charitable Incorporated Organisation - Charity Number: 1166604

Think Green - Please do not print this e-mail unless necessary.

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North Coast Cluster Group(NCCG)

(The NCCG includes Crantock, Cubert, Newquay, Perranzabuloe, St.Agnes, St.Allen, & St Newlyn East Town and Parish Councils)

Clerk:



Cornwall Councillor Adam Paynter
Deputy Leader & Resources Portfolio Holder
Cornwall Council
County Hall
Treyew Road
Truro
TR1 3AY

21st February 2017

Dear Councillor Paynter,

Public Toilet Business Rates – 100% business Rate Retention Pilot

- Reference
- a. Press release from Steve Double MP dated 23 Jan 2017
 - b. Cabinet Member (Resources) report to council of 24 Jan 2017
 - c. North Coast Cluster Group letter dated 3 Sept 2015

The government has introduced the Local Government Final Bill, which includes a pilot scheme of 100% business rates retention for several local councils (including Cornwall Council), effective from April 2017.

This scheme was highlighted by the Steve Double MP press release at Reference a above, and was discussed at full council following your report of 24th January.

You will be aware of the rather bizarre situation that has existed hereto on the subject of a business rate charge for the provision of public toilets. Public toilets that were previously owned by Cornwall Council and/or its predecessors were found to be subject to business rates, despite being a naturally loss making public service. Your council would collect business rates from itself, pass that income to central government, for it to be repaid back in part by central government funding schemes.

With the decision by your Authority to ‘devolve’ the toilets to the lower town and parish councils, the costs of the toilets now lie solely with the precept paying residents of those towns and parishes. The situation now arises where your Authority, having devolved the responsibility, is collecting business rates from the towns and parishes,

passing the revenue on to central government, and receiving it back in the form of grants. There seems to be no system to return the funds back down to the towns and parishes that actually provide the service.

Given that the individual North Coast Cluster Group councils maintain over twenty sets of public toilets, a letter highlighting this anomaly was sent to our two local MPs in September 2015 (Reference c above).

The press release from Steve Double MP is straightforward enough. The logical and straightforward step would now seem to be the use of the powers that Cornwall Council has been granted within this pilot scheme, by providing business rate relief for all the public toilets in Cornwall.

Can your offices please confirm whether it is your intention to provide business rate relief for all the Cornwall public toilets from 1st April 2017?

Yours sincerely,

Alan Percy BEM. Chairman



Copy to:
All Cluster Group Town & Parish Councils
Steve Double MP, Sarah Newton MP
Revenues, Cornwall Council



North Coast Cluster Group (NCCG)

(The NCCG includes Crantock, Cubert, Newquay, Perranzabuloe, St.Agnes, St.Allen, & St Newlyn East Town and Parish Councils)

Clerk:



Cornwall Councillor Adam Paynter
Deputy Leader and Portfolio Holder for Resources
Cornwall Council
County Hall
Treyew Road
Truro
TR1 3AY

22nd February 2017

Dear Councillor Paynter,

Lack of increase in annual Public Footpath and Street Cleaning Agreements (LMP) since 2007 - and the Statutory Duty of Cornwall Council Highway Authority to Maintain Public Footpaths and Bridleways.

Reference: a. Your letter JP/ENV9871 dated 4th December 2015
b. NCCG letter dated 2nd May 2016

You may recall our previous request (at Reference b.) and the other requests before that, for the reinstatement of reasoned funding levels for the public footpath and street cleaning work which the city, town and parish councils carry out on behalf of your Authority, commensurate with the rate of increases in the National Minimum Wage since the last time the (171) LMP agreements were settled in 2007/8. Your letter (at Reference a.) announced that there would be a one-off 10% increase for the year 2016/17 which would be re-considered after a review by your officers, to take place by December 2016 (later changed to October 2016 by Mr Masters, Corporate Director).

It is some four months since the anticipated review end, yet we have still to receive any information on that review, or the anticipated funding levels of the 171 LMP agreements.

A reminder of the pertinent facts:

There are 171 individual LMP agreements in force (as at 2015/16) between your council and the city, town, and parish councils of Cornwall, covering the two types of Statutory Duties for street cleaning and footpath maintenance.

Including nine LMP agreements with Cluster Group councils. Street cleaning and footpath maintenance is a low paid, manual labour task, carried out at close to minimum wage rates, where the vast bulk of the funding is for wages.

The National Minimum Wage in 2007/08 was £5.52, the minimum wage from April 2017 is £7.50 (The rate increased from £7.20 to £7.50 this April). Therefore, the increase in the minimum wage costs that has occurred between 2007/08 and 2017/18 is now a total of 36%+. The shortfall between the 2007/8 Cornwall wide cost, and the 2016/7 Minimum National Wage being an annual total of £57,000 underfunded by your Authority.

Our letter of 2nd May 2016 asked why the total National Minimum Wage cost covering all the 171 agreements (then £55,090) could not be taken from the £600,000+ that was being given out to your Cornwall Councillors within the Community Network areas for non-statutory devolved asset grants. This question was not answered by your offices. A similar question might now be to ask why the current shortfall of £57,000+ could not be taken out of the redundant £250,000+ earmarked for the European City Of Culture pot.

It is illegal for any employer to pay less than the National Minimum Wage. Therefore, each year, as they revise their annual budget, the 171 city, town and parish councils will have been forced to consider augmenting the costs of carrying out your councils Statutory Duties on street cleaning and footpath maintenance from precept funds, just to keep within the law.

Would you please provide answers to the following:

1. Has the announced review taken place?
2. Are the LMP rates to be increased in line with the shortfall in National Minimum Wage since the initial LMP Agreements of 2007/8?
3. Are these LMP Agreements with city, town and parish councils to carry out your Authorities statutory duties, still valued by your Authority?

Yours sincerely,

Alan Percy BEM.

Chairman, [REDACTED]

Copy to: All Cluster Group Town & Parish Councils